



CITY COUNCIL Regular Meeting

June 17, 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

Sergio Quintero will give the invocation in Spanish

THE PLEDGE OF ALLEGIANCE

ROLL CALL

CITIZEN REQUESTS

PRESENTATIONS

1. NESAs Outstanding Eagle Scout Award Presentation

CONSENT AGENDA

Reports and Recommendations of the City Manager

1. Council action is requested to issue a purchase order to Southwest Solutions Group in the amount of \$84,200.00 for locker replacements at the Service Center for the Power & Light Department.
2. Council action is requested to issue a purchase order to Pinnacle Staffing Group in the amount of \$211,047.00 for citywide custodial services.
3. Council action is requested to issue a purchase order to ITERIS, Inc. for an amount not to exceed \$81,187.52 for traffic signal detection equipment.
4. Council action is requested to expend \$232,508.00 to Galvan's Lawn & Landscape LLC

and Zambelli Lawn Care & Snow Removal LLC for Mowing Services for the Power & Light, Parks, Recreation, & Tourism, and Municipal Services Departments for fiscal year 2024-2025.

5. Council action is requested to accept a tentative agreement with IBEW Local 53 and Independence Maintenance and Clerical Employees

Resolutions

1. 24-733 Resolution appointing members to the FIFA World Cup Advisory Committee
2. 24-735 A Resolution appointing Garry Helm as Presiding Municipal Judge

REGULAR AGENDA

Public Hearing(s)

Ordinances

1. 24-041 **2R** An ordinance adopting the Annual Operating and Capital Budgets of the City of Independence, Missouri, for the Fiscal Year July 1, 2024 - June 30, 2025, estimating the revenues for said fiscal year; appropriating sums for the purposes stated in said Budget, establishing Operating Transfers, designating Fund Balance Allocations, establishing the authorized Table of Organization, and designating those who may make a requisition for encumbrances against appropriations. **2R**
2. 24-042 **2R** An Ordinance finding, determining, and declaring the necessity of acquiring general utility easements and temporary construction easements for the Rockwood Storm Drainage Improvement Project (Project No. 132202); authorizing the negotiation and eminent domain proceedings if necessary; authorizing the use of experts as needed; authorizing and directing the execution of documents and the payment of funds to property owners or others holding property rights in conjunction with the project. **2R**
3. 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**

First Reading(s)

1. 24-044 **1R** An ordinance approving a rezoning from District C-2 (General Commercial) to District R-30/PUD (High Density Residential/Planned Unit Development) and approving a preliminary development plan for the property located at 304 S. Liberty Street. **1R**
2. 24-045 **1R** An ordinance vacating all that part of Blue Ridge Terrace, an existing unimproved 40' right-of-way located within the bounds of Blue Ridge Orchard, a

subdivision in Independence, Jackson County, Missouri. **1R**

3. 24-046 **1R** An ordinance vacating an existing unimproved right-of-way of all that part of South Main Street as dedicated in Martha's Vineyard, a subdivision in Independence, Jackson County, Missouri, also vacating an existing utility easement of all that part of a vacated alley in Martha's Vineyard, a subdivision in Independence, Jackson County, Missouri. **1R**
4. 24-047 **1R** An ordinance adopting amendments to the Fiscal Year 2023-2024 budget, which was approved by Ordinance No. 19453 **1R**
5. 24-048 **1R** An ordinance amending Article 22 of Chapter 1 of the City Code by deleting Section 1.22.004 and enacting in lieu thereof a new Section 1.22.004 changing the required age of the Municipal Judge **1R**

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

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to issue a purchase order to Southwest Solutions Group in the amount of \$84,200.00 for locker replacements at the Service Center for the Power & Light Department.

Recommendations:

Staff recommends approval to issue a purchase order.

Background:

The Power & Light Department is needing to replace the lockers in the Service Center Locker Room. The locker replacements are needed to maintain the facilities for use by the Power & Light crews for storage of their boots, clothing and gear. The vendor, Southwest Solutions Group, is an approved Dealer of Spacesaver Corporation, who has a current contract with the State of Missouri #CC241766001 for statewide storage systems and equipment that the city will be utilizing. Pricing includes all design services, manufacturing, packaging, freight, inside delivery, installation by factory certified prevailing wage technicians during normal business hours, cleanup of area, removal of all debris, and warranty.

Per section 8.06.004, Paragraph 4 of the City Code states competitive bidding is not required when purchases are made through a cooperative contract established by a government purchasing entity or cooperative. The cooperative bids used will have been established pursuant to RSMo. 70.220 or generally accepted governmental purchasing practices through the competitive bidding process.

Approval of this item authorizes the Purchasing Manager to issue change orders up to a total of ten (10) percent of the original authorized amount, so long as appropriations are available.

Emergency Justification:**Fiscal Impact:**

The fiscal impact to the city is \$84,200.00. Funding for the locker replacements was included in the fiscal year 2023-2024 adopted budget, Page 253, account 0207020-5406-202406-C, Service Center Upgrades, IPL fund 020.

Council Action:

REVIEWERS

Khristina Irvine
Meagan Borth
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Quote - (147573) City of Independence - Power and Light - 40 Metal Lockers with Bench-1
2. Sketch of Locker Room Upgrade - Power & Light Service Center
3. CTRPTR1 - Bid# SFST30034902202199 Awarded to SPACESAVER CORPORATION as Contract CC241766001 on 5_6_2024.cleaned
4. Spacesaver Contract 110923.cleaned
5. Area Contractor Directory_February 2023

Southwest Solutions Group, Inc.

8049 Bond Street
Lenexa, KS 66214
Phone: (913) 345-0289
Fax: (913) 345-9758



Quote # 147573

Date: May 10, 2024
Project # 126503

Page 1 of 4

Quote valid for 30 days.

www.southwestsolutions.com

BILL TO:

City of Independence
416 W Maple Ave
Independence, MO 64050

INSTALL TO:

Jeff Stinnett
City of Independence
416 W Maple Ave
Independence, MO 64050

SALESPERSON	QUOTE NAME	PAYMENT TERMS	LEAD TIME
Juli Smith	City of Independence - Power and Light - 40 Metal Lockers with Bench	50/50 - 50% Down/50% on Completion	14 to 16 weeks (after receipt of order)

126503-1A: Lockers w/ Benches: STATE OF MISSOURI: Install			
#	DESCRIPTION		
1	Per Drawing: 126503-1A Qty 40 - Welded frame 18-gauge millimeter steel lockers with built-in solid maple bench drawer. includes interlock system Overall dimensions: 18"W x 31 1/8"D x 84"H -All doors are double-walled and louvered. The interior of all locker doors are perforated with a standard peg board pattern (.203" diameter holes located on 1" centers). -No Lock (hasp only for padlock) -Interior includes: Adjustable Plain Shelf Qty 2 - Three hook Bracket that can be moved up and down, and from one side to another Includes all design services, manufacturing, packaging, freight, inside delivery, installation by factory certified prevailing wage technicians during normal business hours, cleanup of area, removal of all debris, and warranty. Assumes clear access to all loading docks, elevators and installation sites. Seismic-rated equipment, calculations and permitting are not included unless otherwise specified. Pricing quoted combines the economies to scale to offer you the most favorable pricing. If all quoted equipment or areas are not ordered, shipped and installed together, changes to your quote will result. Because of market volatility impacting freight/shipping rates, fuel, and steel, this quote is valid for 30 days. Orders placed after that will be subject to a 5% price increase. Lead times are subject to change until time of purchase. Per State of Missouri Contract, orders are to be placed with: Southwest Solutions Group 2535 East State Highway 121, Suite 110-B Lewisville, TX 75056 So that we may process your order in a timely manner, please address contract as shown above. Sourcewell Contract No: CC241766001 Effective Date: 05/06/2024 - 12/29/2027		\$84,200.00

Subtotal: \$84,200.00

Plus Applicable Sales Tax:

Total: \$84,200.00

Financing and leasing options are available. Call for details.



Southwest Solutions Group, Inc.

8049 Bond Street
Lenexa, KS 66214
Phone: (913) 345-0289
Fax: (913) 345-9758



Quote # 147573

Date: May 10, 2024
Project # 126503

Page 2 of 4

Quote valid for 30 days.

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416 W Maple Ave
Independence, MO 64050

INSTALL TO:

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SALESPERSON	QUOTE NAME	PAYMENT TERMS	LEAD TIME
Juli Smith	City of Independence - Power and Light - 40 Metal Lockers with Bench	50/50 - 50% Down/50% on Completion	14 to 16 weeks (after receipt of order)

[We accept Credit Cards and eChecks.](#)

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

Authorized Signature: _____ Date: _____ P.O. #: _____



Southwest Solutions Group, Inc.

8049 Bond Street
Lenexa, KS 66214
Phone: (913) 345-0289
Fax: (913) 345-9758



Quote # 147573

Date: May 10, 2024

Project # 126503

Page 3 of 4

Quote valid for 30 days.

www.southwestsolutions.com

Scope of Work

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

BY SSG	
TYPE	DESCRIPTION
General Installation	All charges associated and incurred for manufacturing, freight, local delivery, installation, cleanup, staff training, and warranty, unless specified otherwise. Complete turnkey installation services by factory certified technicians and training of staff. All installation to take place during normal business hours (8:00 a.m. to 5:00 p.m. Monday-Friday). If work is required outside of these hours, overtime charges will apply.
Warehouse Storage	Provide two (2) weeks cost-free storage at local warehouse. When additional storage time is needed due to a change in customer requirements, warehouse storage charges will be accrued at the rate of: \$3.00 per hundred weight per month up to 90 days. \$7.50 per hundred weight per month over 90 days.
Direct Ship Design	Coordinate manufacturing to meet required delivery schedules. Includes all charges associated and incurred for freight, dock to dock delivery and warranty. Provide accurate representations of equipment in the client's space, based on site verification or CAD/Revit created layouts. Includes recessed rail detail, power requirements, data requirements and/or floor loading information as available and applicable.
Project Management	Assign a designated Project Manager to communicate and coordinate logistics and delivery of material ship dates with manufacturer. Communicate, update and revise project timelines when applicable. Schedule installation crews based on material arrival dates.
Recessed Rail Requirements	Will provide rail centers and trough requirements to contractor as applicable.
Installation Technicians	Provide trained technicians to complete installation of equipment per the approved drawing. Technicians shall perform work in a professional, safe and courteous manner, and according to predetermined and agreed upon completion dates.
Service	Provide training, on-site and phone support as needed for repairs and preventative maintenance of equipment. (Outside of Warranty/Service Agreement normal hourly rates, travel and parts apply)
Extended Warranty/Service Agreements	Offer an optional extended warranty and service agreement. Maintain equipment through a purchased service program after the original Manufacturer's warranty expires.

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

HIGH-CAPACITY STORAGE SYSTEM WITH RAIL INSTALLATION, IF APPLICABLE

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

CAROUSEL AND LIFT INSTALLATION, IF APPLICABLE

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

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Terms, Conditions & Warranty

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

1. WARRANTY.

(a) The Equipment is provided to Customer with a limited warranty on parts and materials, excluding usual wear and tear.

(b) Except as provided for above, SSG hereby disclaims all warranties and representations with respect to the Equipment or SSG's installation services, whether express, implied, or otherwise, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, USE, OR QUIET ENJOYMENT. No rights or remedies referred to in Article 2A of the Uniform Commercial Code, including any variations thereon as may be in effect in the state in which Customer is located, will be conferred on Customer unless expressly granted herein. No oral or written information or advice given by SSG or its owners, agents, or employees shall create a warranty or in any way increase the scope of any warranty provided herein. SSG shall have no responsibility if the Equipment has been altered or misused by any party other than SSG in any way.

2. LIMITATION OF LIABILITY.

(a) SSG shall not be liable to Customer or any third party for any indirect, special, incidental, punitive, cover, or consequential damages (including, but not limited to, damages for the inability to use equipment or access data, loss of business, loss of profits, business interruption, or the like), arising out of the use of, or inability to use, the Equipment, and based on any theory of liability including breach of contract, breach of warranty, tort (including negligence), product liability, or otherwise, even if SSG had or should have had any knowledge, actual or constructive, of the possibility of such damages and even if a remedy set forth herein is found to have failed of its essential purpose.

(b) SSG's total liability to user for actual damages for any cause whatsoever will be limited to the amount actually paid by Customer to SSG for the Equipment. The foregoing limitations on liability are intended to apply to all aspects of this proposal.

3. **BASIS OF BARGAIN.** The foregoing warranty disclaimers and limitations on liability are fundamental elements of the basis of this proposal and agreement between SSG and Customer. SSG would not be able to provide the Equipment and associated installation services on an economic basis without such limitations. Such warranty disclaimers and limitations on liability inure to the benefit of the suppliers of the Equipment.

4. **INDEMNIFICATION.** Customer hereby agrees to indemnify, defend, and hold harmless SSG from and against any and all claims, suits, causes, actions, liabilities, damages, expenses, legal fees, and obligations of any kind arising out of or from, either directly or indirectly, Customer's breach of any provision, term, or condition of this proposal.

5. **NOTICE.** All notices or other communication required or permitted by this proposal to be served on or given to either party to this proposal by the other party must be in writing to primary address of party as indicated in this proposal and shall be deemed duly served and given when personally delivered, by receipted delivery, to the party to whom it is directed or, in lieu of such personal service, when sent by confirmed facsimile transmission, by registered or certified U.S. mail, or overnight delivery.

6. **SECURITY INTEREST.** Until such time as SSG has been paid in full for the Equipment and all related installation services, regardless of whether or not any invoice may be disputed by Customer, Customer hereby grants to SSG a security interest in the Equipment and authorizes SSG to perfect such security interest through the filing of Uniform Commercial Code financing statements. Customer agrees to cooperate with all reasonable requests of SSG relating to the granted security interest and, should SSG opt to exercise its rights of recovery of the Equipment for failure of Customer to pay for the same, Customer shall permit SSG entrance to the facilities where the Equipment is located upon reasonable notice of the same and during reasonable hours.

7. MISCELLANEOUS.

(a) **Governing Law; Venue.** This proposal shall be construed and enforced under and in accordance with the laws of the State of Texas, without regard to conflicts of laws principles. The language in this proposal shall be interpreted as to its fair meaning and not strictly for or against any party. Any dispute arising under this Agreement shall be subject to exclusive jurisdiction and venue in Denton County, Texas.

(b) **Late Fees; Disputes.** All overdue payments to SSG shall incur interest in the amount of 1.5% per month, or such lesser rate as may otherwise be required by law. Customer agrees SSG shall be entitled to recover reasonable attorneys' fees and court costs expended in connection with any litigation or legal action initiated to enforce the provisions of this proposal.

(c) **Entire Agreement.** This proposal constitutes the entire agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting this subject matter, including, but not limited to, any representations made in any presentation or proposal submitted or provided prior to the execution date of this proposal. Except as otherwise expressly referenced herein, there are no other understandings or agreements between the parties regarding this subject matter.

(d) **Amendment.** This proposal may not be amended or modified except by a written instrument executed by each party's respective authorized representatives.

(e) **Successors and Assigns; Assignment.** This proposal shall bind and inure to the benefit of and be enforceable by the parties hereto and their respective successors, heirs and personal and legal representatives, but no assignment shall relieve any party of its obligations hereunder. Customer may not assign this Agreement or any portion thereof without the prior written consent of SSG. SSG may assign this proposal or any portion thereof without providing written notice to Customer. Any attempted assignment in violation of this will be null and void. SSG shall be permitted to subcontract or delegate to third parties the performance of any or all of the services contemplated herein.

(f) **Waiver.** No provision hereof shall be deemed waived unless such waiver shall be in writing and signed by an officer of the waiving party. Any failure by a party to require strict performance by the other party or any waiver by a party of any breach of any provision of this proposal shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or a different provision of this proposal.

(g) **Severability.** In case any one or more of the provisions contained in this proposal shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this proposal, and this proposal must be construed as if the invalid, illegal, or unenforceable provision had never been contained in this proposal.

(h) **Survival.** Except as otherwise expressly provided in this proposal, each of the representations and warranties of the parties contained in this proposal, or in any certificate, document, or other instrument furnished or to be furnished under this proposal, and any action arising out of any thereof, including without limitation any cause of action for failure of any such representation to be true when made or as of the execution date of this proposal, and the parties' covenants, agreements, and obligations set forth in this proposal, shall survive in perpetuity beyond the execution date and termination of this proposal.

8. **CANCELLATIONS.** Southwest Solutions Group, Inc. will accept cancellation of firm orders prior to completion of delivery and installation, subject to the following conditions:

(a) The notice of cancellation must be in writing by the customer to SSG.

(b) SSG will use reasonable commercial efforts to cancel any firm order(s) for materials which have been submitted by SSG to the manufacturer or supplier related to the cancelled customer order:

(i) To the extent that any firm order(s) for materials to the manufacturer or supplier are cancelled without cost to SSG, the same will be cancelled and removed from the customer order. Otherwise, any cost of such cancellation will be borne by the customer.

(ii) Please note that automated solutions are custom designed to meet the customer's exact specifications. As such factories often impose cancellation fees after an order has been placed with the manufacturer. Any such cancellation fees will be borne by the customer.

(iii) For products that have shipped from the source for which a return is allowed by the manufacturer or supplier, the cost of return shipping shall also be borne by the customer.

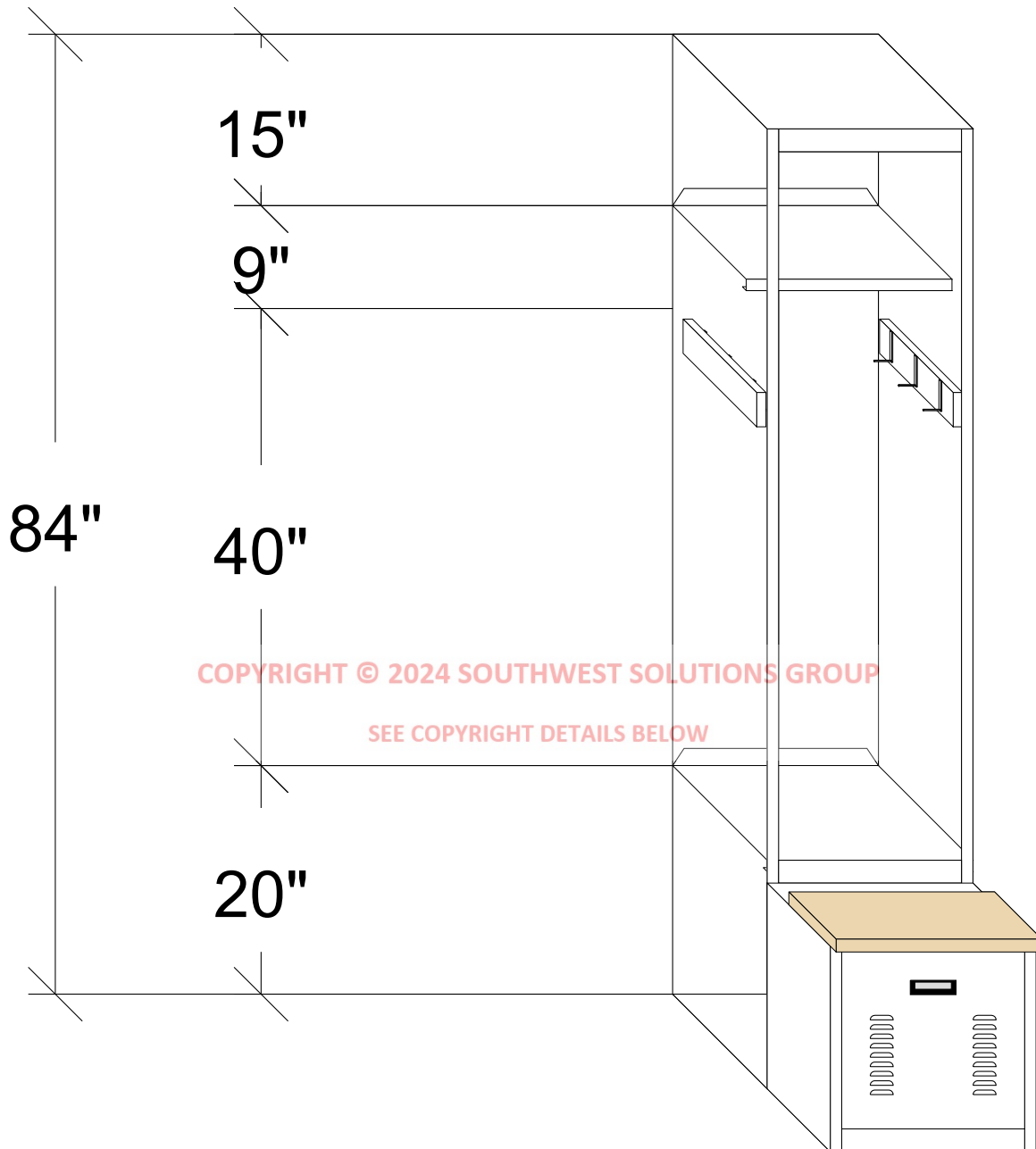
(c) If the cancelled order included delivery and installation, the cost of all delivery and installation services provided up to the date of cancellation will be borne by the customer.

(d) A minimum charge of 50% of the original purchase order price will be imposed for changes or cancellation.

(e) Southwest Solutions Group, Inc. will not accept returns for materials delivered to the customer and installed (whether by SSG or others).

H84"

84"x18" d18"



SOUTHWEST SOLUTIONS GROUP

business efficiency systems

Texas - Oklahoma - Kansas - Arkansas - Missouri
Tennessee - Mississippi - Louisiana
Washington - Montana - Idaho - Alaska

Toll Free: 1-800-803-1083

www.southwestsolutions.com

Drawing:
Number: 126503-1A

Printed Date:
04/23/2024

Scale:
1:15

Salesperson:

Revision:

Drawn By:
K.Foss

Sheet:
2 of 2

SMITH,DEAN

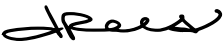
City of Independence
Lockers
Independence, MO

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NOTICE OF AWARD

State Of Missouri
Office Of Administration
Division Of Purchasing
PO Box 809
Jefferson City, MO 65102-0809
<http://oa.mo.gov/purchasing>

CONTRACT NUMBER CC241766001	CONTRACT TITLE Statewide Physical Storage Systems and Equipment with Related Software and Services
AMENDMENT NUMBER N/A	CONTRACT PERIOD May 6, 2024 through December 29, 2027
REQUISITION/REQUEST NUMBER N/A	MissouriBUYS SYSTEM ID MB00179313
CONTRACTOR NAME AND ADDRESS Spacesaver Corporation 1450 Janesville Ave. Fort Atkinson, WI 53538	STATE AGENCY'S NAME AND ADDRESS Various State Agencies Located Throughout the State of Missouri
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: In accordance with section 34.046, RSMo, contract CC241766001 between the State of Missouri and Spacesaver Corporation is hereby awarded by the State of Missouri consisting of the attached documentation as specified in Section 4., paragraph 4.1.1 of the attached Cooperative Contract Procurement document.	
BUYER Jennie Rees	BUYER CONTACT INFORMATION Email: jennie.rees@oa.mo.gov Phone: (573) 751- 6442 Fax: (573) 526-9816
SIGNATURE OF BUYER 	DATE 5/6/2024
DIRECTOR OF PURCHASING  Karen S. Boeger	

State of Missouri
Office of Administration, Division of Purchasing



Cooperative Contract (COOP) for Physical Storage Systems and Equipment with Related Software and Services

COOP CONTRACT NUMBER NO.:	CC241766001
COOP CONTRACT ISSUED ON BEHALF OF:	State Agencies
ISSUE DATE:	March 13, 2024
CONTRACT PERIOD:	Date of Award through December 29, 2027
REQUISITION NO.:	N/A

REQUESTED RESPONSE DATE: MARCH 26, 2024

Response may be submitted by e-mail to the buyer or record or mail, courier, or hand-delivered to the Division of Purchasing at 301 W. High Street, Rm. 630, Jefferson City, MO 65101.

COOP CONTACT INFORMATION:

BUYER: Jennie Rees
PHONE NO.: (573) 751-6442
EMAIL: jennie.rees@oa.mo.gov

DELIVER SUPPLIES/SERVICES FREE ON BOARD (FOB) DESTINATION TO THE FOLLOWING ADDRESS:

State of Missouri
Various State Agency Locations

Vendor's Organization Name:	Spacesaver Corporation		
MissouriBUYS System ID:	179313		
Point of Contact:	Stephanie Gulizia		
Phone Number:	920-563-0592	Email Address:	Contracts@spacesaver.com
Mailing Address:	1450 Janesville Ave.		
City/State/Zip:	Fort Atkinson, WI 53538		
Vendor Tax Filing Type with IRS (check one):	☒ Corporation ☐ Individual ☐ State/Local Government ☐ Partnership ☐ Sole Proprietor ☐ IRS Tax-Exempt		

The Contractor hereby agrees to provide the services and/or supplies described in the attached Sourcewell Contract #110923-SPC for the State of Missouri subject to the conditions stated on page 2. The Contractor further agrees that when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the Contractor and the State of Missouri.

Authorized Signature 	Date 4/12/2024
Printed Name Steven G. Anderson	Title Vice President - Finance

ATTENTION:

1. After reviewing the Cooperative Contract Document (COOP), the contractor must complete and return the **cover page above and all necessary exhibits**.
2. Due to lead times for obtaining the information needed to complete the various **Business Compliance Exhibits** herein as explained in the cooperative contract document's Vendor Response Exhibits, the vendor are encouraged to IMMEDIATELY begin securing these verifications.
3. The vendor must be registered in MissouriBUYS in an "**Approved**" registration status in MissouriBUYS **to be considered for a contract award**. Reference Section 5.

Cooperative Contract Organization:

COOP Sections	Section 1	Introduction and Background Information Section
	Section 2	Scope of Work Section
	Section 3	Terms and Conditions Section
	Section 4	General Contractual Requirements Section
	Section 5	Vendor Submission and Award Information Section
COOP Vendor Response Exhibits	Exhibit A	Response Submittal Checklist
	BUSINESS COMPLIANCE EXHIBITS	
	Exhibit B	State of Missouri Tax Compliance
	Exhibit C	Registration of Business Name with the Missouri Secretary of State
	Exhibit D	Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization
	Exhibit E	Anti-Discrimination Against Israel Act Certification
	Exhibit F	Services Outside the United States
	Exhibit G	Employee/Conflict of Interest
	Exhibit H	Federal Funding Unique Identity ID
COOP Attachments	Attachments (Separate Documents) (Do not return these documents with response)	
	Attachment 1	Federal Funds Requirements
	Attachment 2	Missouri Statewide Quarterly Admin. Fee Instructions and Report
	Attachment 3	Missouri Statewide Contract Admin. Fee Quarterly Usage Instructions and Report

1. INTRODUCTION AND BACKGROUND INFORMATION SECTION

1.1 Introduction:

- 1.1.1 Purpose: This document constitutes a request from the State of Missouri, Office of Administration, Division of Purchasing, to enter into a cooperative contract for the provision of physical storage systems and equipment with related software and services as set forth herein for various state agencies located throughout the State of Missouri (hereinafter referred to as "state agency") in accordance with the requirements, provisions, and pricing specified herein.

1.2 Cooperative Contract Authority:

- 1.2.1 Section 34.046, RSMo, allows the commissioner of administration may also participate in, sponsor, conduct or administer a cooperative purchasing agreement whereby supplies are procured in accordance with a contract established by another governmental entity provided that such contract was established in accordance with the laws and regulations applicable to the establishing governmental entity.

1.3 General Instructions and Requirements:

- 1.3.1 The vendor must complete and sign the first page of this document, thereby agreeing to provide the referenced products and/or services under the requirements, terms and conditions provided herein. Contractor signature is required to confirm the offer to contract for the products and/or services described herein and to confirm agreement that upon receipt of a Notice of Award signed by an authorized official from the State of Missouri, Division of Purchasing, a binding procurement contract shall exist between the vendor and the State of Missouri. Invoices for products and/or services provided for the State of Missouri must be submitted to the address shown on Page 1.

1.4 Glossary of Terms and Acronyms:

- 1.4.1 Whenever the following terms and acronyms appear in the cooperative contract document or any addendum thereto, the definitions or meanings described below shall apply.

1.4.2 General Glossary, Acronyms, and Abbreviations:

- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the **Division of Purchasing (Purchasing)**. The agency is also responsible for payment, unless otherwise specified herein.
- b. **Amendment** means a written, official modification to a contract.
- c. **Attachment** applies to all documents which are included with cooperative contract document to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. **Buyer** means the procurement staff member of Purchasing.
- e. **Code of State Regulation (CSR)** contains the current administrative rules of executive agencies of Missouri government. The regulations are arranged by agency rather than by subject.
- f. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- g. **Contractor** means a supplier, offeror, person, or organization who is a successful vendor as a result of a cooperative contract and who enters into a contract.
- h. **Exhibit** applies to forms which are included with a cooperative contract document for the vendor to complete and submit with their response.
- i. **May** means that a certain feature, component, or action is permissible, but not required.
- j. **Must** means that a certain feature, component, or action is a mandatory condition.
- k. **Party** refers to either the State of Missouri or the contractor as an entity that may enter into a contract pursuant to the terms herein.

- l. **Purchase Order** means the authorized document issued by the state agency to the contractor indicating descriptions, quantities, and agreed prices for products and/or services.
- m. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of Purchasing.
- n. **Shall** has the same meaning as the word must.
- o. **Should** means that a certain feature, component and/or action is desirable but not mandatory.
- p. **State** collectively referring to the state government and/or the agencies thereof.
- q. **Vendor** means the supplier, offeror, person, or organization that responds to a cooperative contract by submitting a response to the cooperative contract document.

****END OF INTRODUCTION AND BACKGROUND INFORMATION SECTION****

2. SCOPE OF WORK SECTION**2.1 General Requirement:**

- 2.1.1 The contractor shall provide the equipment, products and/or services specified by the State of Missouri, at the firm, fixed prices specified in the attached documentation. All references to the State of Minnesota, in the attached documentation shall be deemed to refer to the State of Missouri with the exception of information specific to the State of Minnesota such as background information, statistical/factual information, etc.

2.2 Applicable Provisions:

- 2.2.1 With exception to Cooperative Procurement Program members, the contractor shall understand and agree the following provision is applicable to this cooperative contract and hereby removes any additional inclusions as stated in the awarded Sourcewell contract (110923-SPC):
- a. The products will be limited to storage filing systems and associated accessories and services for all state agencies utilizing this cooperative contract.

2.3 Cooperative Procurement Program:

- 2.3.1 The contractor shall participate in the State of Missouri's Cooperative Procurement Program. The contractor shall provide the products and/or services as described herein under the terms and conditions, requirements, and specifications of the contract, including prices, to other government entities in accordance with the Technical Services Act (section 67.360, RSMo, which is available on the internet at: <https://revisor.mo.gov/main/OneSection.aspx?section=67.360&bid=2758&hl>). The contractor shall further understand and agree that participation by other governmental entities is discretionary on the part of that governmental entity and the State of Missouri bears no financial responsibility for any payments due the contractor by such governmental entities. The following website identifies the current members of the Cooperative Procurement Program: <https://purch.oa.mo.gov/media/pdf/cooperative-procurement-program-members-listing>.

2.4 Missouri Statewide Contract Quarterly Administrative Fee:

- 2.4.1 The contractor shall pay a one percent (1%) administrative fee to the State of Missouri which shall apply to all payments received by the contractor for all equipment, products and/or services provided under the contract. Payment of the one percent administrative fee shall be non-negotiable.
- 2.4.2 The contractor shall pay the administrative fee at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31). The total administrative fee for a given quarter must equal one percent (1%) of the total payments (minus returns and credits) received by the contractor during the calendar quarter as reported on the contractor's Missouri Statewide Contract Quarterly Administrative Fee Report specified below. The administrative fee must be received by the Division of Purchasing (Purchasing) no later than the 15th calendar day of the month immediately following the end of the calendar quarter, unless the 15th is not a business day in which case the next business day thereafter shall be considered the administrative fee deadline.
- 2.4.3 Payments shall be made using one of the following acceptable payment methods:
- a. Check: Personal check, company check, cashier's check, or money order made payable to the "Missouri Revolving Information Technology Trust Fund" and sent to the following mailing address: Division of Purchasing, P.O. Box 809, Jefferson City, MO 65102 – 0809 OR Division of Purchasing, 301 West High Street, Room 630, Jefferson City, MO 65101-1517. The contractor's payment by check shall authorize the State of Missouri to process the check electronically. The contractor

understands and agrees that any returned check from the contractor may be presented again electronically and may be subject to additional actions and/or handling fees.

- b. Electronic Payment: Instructions on how to submit payments electronically by automated clearing house (ACH) will be provided upon request by contacting the Division of Purchasing at (573) 751-2387.

- 2.4.4 All payments of the administrative fee shall include the contract number on any check or transmittal document. However, only one contract number must be entered on a check or transmittal document. If submitting an administrative fee payment for more than one contract, then a separate check or electronic payment and associated transmittal document must be submitted by the contractor for each contract.

2.5 Missouri Statewide Contract Quarterly Administrative Fee Report:

- 2.5.1 The contractor shall submit a Missouri Statewide Contract Quarterly Administrative Fee Report to the Division of Purchasing which shall identify the total payments (minus returns and credits) received by the contractor from state agencies, political subdivisions, and universities that were made pursuant to the contract.

- 2.5.2 The contractor shall prepare and submit the Missouri Statewide Contract Quarterly Administrative Fee Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31) for total payments (minus returns and credits) received by the contractor during the calendar quarter. The Missouri Statewide Contract Quarterly Administrative Fee Report must be received by the Division of Purchasing (Purchasing) no later than the 15th calendar day of the month following the reporting quarter entered on the report, unless the 15th is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no payments were received by marking the appropriate box on the report form.

- 2.5.3 The Missouri Statewide Contract Quarterly Administrative Fee Report form may be downloaded from the following Purchasing website: <http://oa.mo.gov/purchasing/vendor-information>. The Missouri Statewide Contract Quarterly Administrative Fee Report is also included herein as Attachment 2. The Missouri Statewide Contract Quarterly Administrative Fee Report must be submitted using one of the following methods:

- a. Mail: Division of Purchasing,
P.O. Box 809, Jefferson City MO 65102-0809

OR

Division of Purchasing,
301 West High Street, Room 630, Jefferson City, MO 65101-1517

- b. Fax: (573) 526-9815
- c. Email: ereports@oa.mo.gov

- 2.5.4 The contractor shall agree that the Division of Purchasing reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Administrative Fee Report by providing thirty (30) calendar days written notice to the contractor. The contractor shall also agree the Division of Purchasing may unilaterally amend the contract, with thirty (30) calendar days notice to the contractor to change the method of payment of the administrative fee, the timing for submission of the Missouri Statewide Contract Quarterly Administrative Fee Report, and/or timing for payment of the administrative fee. The contractor shall understand and agree that if such an amendment is issued by the Division of Purchasing, the contractor shall comply with all contractual terms, as amended.

2.6 Missouri Statewide Contract Quarterly Usage Report:

- 2.6.1 The contractor shall submit a Missouri Statewide Contract Quarterly Usage Report to the Division of Purchasing that provides the Data Element information listed below:

Data Element	Description
Contractor Name	Contractor name as it appears on the contract.
Statewide Contract Number	Statewide contract number as listed on the cover page of your contract with the State of Missouri.
Report Contact Name	Name of the person completing the report on behalf of the contractor.
Contact Phone Number	Phone number for the person completing the report.
Contact Email Address	Email address for the person completing the report.
Date Report Submitted	Date the Missouri Statewide Contract Quarterly Usage Report is submitted to the Division of Purchasing.
Reporting Quarter	Quarter for which the contractor is reporting purchases on the contract.
Entity Type	Indicate the type of entity by entering "S" for Missouri state agency, "P" for Missouri political subdivision, "U" for Missouri university, or "O" for political subdivision or state entity from another state.
Customer Name	Customer's name. If the customer has multiple locations, please only use the main entity name.
Product or Service Description	Description of product or service purchased.
Purchase Authorization Number/Identifier	Purchase Authorization Number/Identifier supplied by customer to contractor. Enter PO or other authorization number/identifier. If procurement card used, enter "P-Card".
Contract Line Item Number	Line item number on the contract.
Quantity Delivered	Quantity (i.e. excluding returns) of products delivered. Enter a quantity of "1" for a service/project.
Unit Price Charged	Unit Price Charged (i.e. excluding credits) for the product or service purchased.
Extended Price	Quantity Delivered X Unit Price Charged.

- a. The contractor shall prepare and submit the Missouri Statewide Contract Quarterly Usage Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31) for the purchases made under the contract during the calendar quarter. The Missouri Statewide Contract Quarterly Usage Report must be received by the Division of Purchasing no later than the 15th calendar day of the month following the reporting quarter entered on the Missouri Statewide Contract Quarterly Usage Report, unless the 15th is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no purchases were made.
- b. The contractor must submit a Missouri Statewide Contract Quarterly Usage Report electronically either utilizing the "Missouri Statewide Contract Quarterly Usage Report" worksheet included herein in Attachment 3 which is downloadable from <https://purch.oa.mo.gov/vendor-information> or utilizing another format which is Excel-exportable. The contractor must submit the Missouri Statewide Contract Quarterly Usage Report to the following email address: ereports@oa.mo.gov.
- c. The contractor shall agree that the Division of Purchasing reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Usage Report by providing thirty (30) calendar days' written notice to the contractor. The contractor shall also agree the Division of Purchasing may unilaterally amend the contract, with thirty (30) calendar days' notice to the

contractor to change the timing for submission of the Missouri Statewide Contract Quarterly Usage Report. The contractor shall understand and agree that if such an amendment is issued by the Division of Purchasing, the contractor shall comply with all contractual terms, as amended.

2.7 Electronic Funds Transfer, Invoicing, and Payment Requirements:

2.7.1 Electronic Funds Transfer (EFT): The State of Missouri will submit contract payments to the contractor at the remittance address listed in the contractor's MissouriBUYS vendor registration. However, the contractor understands and agrees the state reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must verify and update, if applicable, their vendor registration with their current remittance address and ACH-EFT payment information at <https://MissouriBUYS.mo.gov>.

2.7.2 Invoicing: The contractor shall submit invoices monthly. Invoices shall be due by the last day of the month following the month in which the contractor provided services under the contract. The contractor shall perform the services prior to invoicing the state agency.

- a. The contractor shall invoice the state agency on the contractor's original descriptive business invoice form and submit the invoice to the address on the front page of the purchase order.
- b. The contractor shall use uniquely identifiable invoice numbers to distinguish an invoice from a previously submitted invoice and shall include on the invoice the remittance address listed in the contractor's MissouriBUYS vendor registration.
- c. Each contractor invoice must be on the contractor's original descriptive business invoice form and must contain a unique invoice number and the remittance address included in the contractor's MissouriBUYS vendor registration. The invoice number will be listed on the state's EFT addendum record to enable the contractor to properly apply state payments to invoices. The contractor must comply with all other invoicing requirements stated in the cooperative contract.
- d. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and should be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- e. The contractor shall not invoice federal or state taxes unless otherwise required under law or regulation.

2.7.3 Payment:

- a. Payments are due upon receipt of a valid invoice, payable in 30 calendar days. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
- b. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- c. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- d. The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal at <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>.

- 2.7.4 Inspection and Acceptance Specifications: For purposes of acceptance, no equipment, supplies, and/or services received by the state pursuant to a contract shall be deemed accepted until the state has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- a. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected by the state. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
 - b. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
 - c. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.
- 2.7.5 If the state agency denies a request by the contractor for payment, the state agency will provide the contractor with written notice of the reason(s) for denial.
- 2.7.6 If the contractor is overpaid by the state agency the contractor, upon notification by the state agency, shall provide the state agency (1) with a check payable as instructed by the state agency or (2) deduct the overpayment from the invoice(s) as requested by the state agency.
- 2.7.7 Other than the payments specified in the contract, no other payments shall be made to the contractor.

*****END OF SCOPE OF WORK SECTION*****

3. TERMS AND CONDITIONS SECTION

3.1 Applicable Laws and Regulations:

- 3.1.1 The contract shall be construed according to the laws of the State of Missouri. The contractor and the State of Missouri must follow all applicable federal, state, and local laws and regulations that apply to the performance of the contract. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and Purchasing.

3.2 Non-Discrimination and Affirmative Action:

- 3.2.1 Contractors with 50 or more employees must comply with and have an affirmative action plan in accordance with Executive Order 94-03, Article XIII.

3.3 Americans with Disabilities Act:

- 3.3.1 In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA), ADA is 42 U.S.C. section 1201, et seq.

3.4 Anti-Discrimination Against Israel Act Contractor Requirements:

- 3.4.1 If the contractor meets the definition of a company as defined in section 34.600, RSMo, and has ten or more employees, the contractor shall not engage in a boycott of goods or services from the State of Israel; from companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or from persons or entities doing business in the State of Israel as defined in section 34.600, RSMo.
- 3.4.2 If during the life of the contract, the contractor's business status changes according to section 34.600, RSMo, then the contractor shall comply with, complete, and submit to the Division of Purchasing an updated **Exhibit E, Anti-Discrimination Against Israel Act Certification**.

3.5 Authorized Personnel/E-Verify:

- 3.5.1 For work performed under the contract, the contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws, including section 285.530 RSMo and Executive Order 07-13. If the contractor employs personnel not authorized to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse, and to pursue any other remedies permitted by the contract or by applicable state or federal law.
- 3.5.2 Prior to the performance of any services, a contractor meeting the definition of a business entity in section 285.525, RSMo, shall maintain enrollment and participation in the E-Verify Federal work authorization program with respect to the employees hired after enrollment in the program for work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then the contractor shall enroll and participate in the E-Verify program.
- 3.5.3 The contractor shall only be required to provide the affidavits required in section 285.530.2, RSMo, to the state on an annual basis. <https://purch.oa.mo.gov/vendor-information/affidavit-work-authorization-annual-renewal>

3.6 Business Registration:

- 3.6.1 The contractor must meet the requirements for conducting business in the State of Missouri, prior to performance of services under the contract, and for the duration of the contract. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations. Such business requirements for formation and operation include, but are not limited to, those in Chapters 347-359 RSMo.

3.7 Data Breach:

- 3.7.1 If a data breach impacting the State of Missouri's data requires the state to comply with section 407.1500 RSMo, the contractor shall assist the state by providing to the state any requested information held by the contractor concerning the breach and the state's data stored in the software and services being provided as a result of the contract.

3.8 Elected or Appointed Officials and Employees:

- 3.8.1 Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.

3.9 Indemnification:

- 3.9.1 Unless expressly provided by Missouri law to the contrary, pursuant to the Constitution of the State of Missouri, Article III, section 39, subsections 2 and 5, the state shall not indemnify, hold harmless, or agree in advance to defend, any person or entity.

3.10 Legal Proceedings:

- 3.10.1 For any legal action or other proceedings, per section 27.050 and section 27.060 RSMo, the Missouri Attorney General is given the authority to represent the State of Missouri's interests. The venue for any legal proceeding relating to or arising out of the cooperative contract shall be in circuit court for Cole County, Missouri or the United States District Court for the Western District of Missouri, Central Division.
- 3.10.2 The contractor and the state agree that if a dispute concerning the contract arises that the parties shall make an attempt to resolve the dispute through informal methods before initiating litigation.
- 3.10.3 The State of Missouri does not agree to any arbitration. The State of Missouri does not voluntarily agree to the payment of attorneys' fees. The state may, but is not required to, mediate any dispute arising under the contract, and any vendor provisions requiring mediation or dispute resolution processes shall not be binding upon the state.

3.11 Federal Funds Requirements:

- 3.11.1 The contractor shall understand and agree that the contract may involve the use of federal funds. The contractor shall comply with applicable Federal Funds Requirements, as amended by the federal government, which may include some or all of the paragraphs contained in Attachment 1 or other requirements identified by the federal government.

3.12 Invoicing and Payment:

- 3.12.1 Invoicing and payments must follow section 33.120, section 34.055, and section 34.057 RSMo. All payments shall be made in arrears, unless the requirements of 1 CSR 10-3.010 allow for advance payment of goods or services.

3.13 Non-Appropriation of Funds:

- 3.13.1 The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, have been withheld, or have been restricted, and the state shall not be liable for any costs associated with termination caused by lack of appropriations or authority to spend. This includes, but is not limited to, the provisions of the Mo. Const. Article IV, sections 23, 27, 28 and in sections 33.030 and 33.065, RSMo and 1 CSR 10-3.010 (1)(B).

3.14 Work Outside the United States:

- 3.14.1 Unless work outside the United States is prohibited by the cooperative contract, any work performed outside of the United States for the contract must comply with Executive Order 04-09.

3.15 Open Records:

- 3.15.1 Pursuant to section 610.021, RSMo, the contract and related documents are available for public review. Pursuant to section 610.021, RSMo, responses and related documents shall not be available for public review until after a contract is executed.

3.16 Prison Rape Elimination Act (PREA) Requirements:

- 3.16.1 In accordance with the Prison Rape Elimination Act, the contractor's personnel and agents providing service under the contract and within the security perimeter of the state agency's institution must be at least 18 years of age.
- 3.16.2 Prior to the provision of service, the state agency may conduct a Missouri Uniform Law Enforcement System (MULES) or other background investigation on the contractor's personnel and agents. Such investigation shall be equivalent to investigations required of all personnel employed by the state agency.
- a. The state agency shall have the right to deny access into the institution for any of the contractor's personnel and agents, for any reason. Such denial shall not relieve the contractor of any requirements of the contract.
- 3.16.3 The contractor must obtain written approval from the state agency's Director for any contractor personnel and agents under active federal or state felony or misdemeanor supervision, and contractor personnel and agents with prior felony convictions but not under active supervision, prior to such personnel and agents performing contractual services.
- 3.16.4 The contractor and the contractor's personnel and agents shall at all times observe and comply with all applicable state statutes, state agency rules, regulations, guidelines, internal management policy and procedures, and general orders of the state agency that are applicable, regarding operations and activities in and about all state agency property. Furthermore, the contractor and the contractor's personnel and agents shall not obstruct the state agency nor any of its designated officials from performing their duties in response to court orders or in the maintenance of a secure and safe correctional environment. The contractor shall comply with the state agency's policy and procedures relating to personnel conduct.
- 3.16.5 The state agency has a zero tolerance policy for any form of sexual misconduct to include staff/contractor/volunteer-on-offender or offender-on-offender sexual harassment, sexual assault, sexual abusive contact, and consensual sex. The contractor and the contractor's personnel and agents who witness sexual misconduct must immediately report such to the institution's warden. If the contractor, or the contractor's personnel and agents, engage in, fail to report, or knowingly condone sexual misconduct with or between offenders, the contract shall be subject to cancellation and the contractor or the contractor's personnel and agents may be subject to criminal prosecution.

- 3.16.6 If the contractor, or the contractor's personnel and agents, engage in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility or other institution, the contractor or the contractor's personnel and agents shall be denied access into the institution.
- 3.16.7 The contractor and the contractor's personnel and agents shall not interact with the offenders except as is necessary to perform the requirements of the contract. The contractor and the contractor's personnel and agents shall not give anything to nor accept anything from the offenders except in the normal performance of the contract.
- 3.17 **Record Access:**
- 3.17.1 The contractor shall grant the State Auditor access to records/items as stated in section 29.235, RSMo.
- 3.18 **Taxes:**
- 3.18.1 The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax. No contract shall be awarded to a vendor that does not meet the conditions of section 34.040.7.

*******END OF TERMS AND CONDITIONS SECTION*******

4. GENERAL CONTRACTUAL REQUIREMENTS SECTION**4.1 Contract Definition:**

4.1.1 The cooperative contract awarded by the State of Missouri consisting of the following documents with any conflict among the documents being resolved by giving priority to the documents in the order listed below:

- a. The Division of Purchasing's acceptance of the response by "notice of award";
- b. The terms and conditions sections included herein the cooperative contract document between the State of Missouri and Spacesaver Storage Systems, Inc.;
- c. The attached contract #110923-SPC signed by the State of Minnesota and Sourcewell, as amended by contract amendment(s); and
- d. The attached RFP solicitation #110923 issued by the State of Minnesota and Sourcewell.

4.1.2 The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.

4.1.3 The contractor shall agree to furnish the products, equipment and/or services specified in the contract, at the prices stated at or below the prices stated in Spacesaver's proposal.

4.1.4 State agencies may sign or "click-through" and accept agreements if required by the contractor in order to receive services; however, all provisions of such agreements that conflict with the contract shall have no force or effect.

4.2 Contract Amendment:

4.2.1 All changes to the cooperative contract must be accomplished by a formal contract amendment executed by both the contractor and the Division of Purchasing prior to the effective date of such change. No other means shall be used or construed as an amendment or modification to the contract.

4.3 Contract Period:

4.3.1 The original contract period shall be as specified on the cover page and the subsequent Notice of Award of the cooperative contract. The cooperative contract's contract period shall not exceed the term of the governmental entity's that was established.

4.4 Contract Extension:

4.4.1 The Division of Purchasing shall have the right, at its sole option, to extend the contract for one or more years, not to exceed three one-year extensions total and in accordance with the extensions issued by Sourcewell. In the event the Division of Purchasing exercises such right, all other terms and conditions, requirements and specifications of the contract, including prices, applicable to the product and/or services shall remain the same and shall apply during the extension period.

4.5 Termination for Convenience:

4.5.1 The Division of Purchasing reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive compensation for services and supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination. The state shall determine the value of any work in process, but not completed and accepted by the state, based on the work products created and agreed to by both parties.

4.6 Cancellation for Breach of Contract:

- 4.6.1 In the event of material breach of the contractual obligations by the contractor, the Division of Purchasing may cancel the contract. At its sole discretion, the Division of Purchasing may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. As specified by the Division of Purchasing, the actual cure must be completed within no more than thirty (30) state business days from notification, or at a minimum the contractor must provide the Division of Purchasing within ten (10) state business days from notification a written plan detailing how the contractor intends to cure the breach.
- 4.6.2 If the contractor fails to cure the breach or if circumstances demand immediate action, the Division of Purchasing will issue a notice of cancellation terminating the contract immediately. If it is determined the Division of Purchasing improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
- 4.6.3 The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated or where the funds are withheld by the governor, and the state shall not be liable for any costs associated with termination caused by lack of appropriations or due to the governor's withholding.

4.7 Contractor Liability:

- 4.7.1 The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.
- a. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by a person employed by or under the supervision of the contractor under the terms of the contract.
 - b. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
 - c. Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); (2) loss of, or damage to, the state's records or data; or (3) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.

4.8 Insurance:

- 4.8.1 The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract.
- 4.8.2 In the event any insurance coverage is cancelled, the state agency must be notified at least thirty (30) calendar days prior to such cancellation.

4.9 Inventions, Patents, and Copyrights:

- 4.9.1 If any copyrighted material is developed as a result of the contract, the state agency shall have a royalty-free, nonexclusive and irrevocable right to publish or use, and to authorize others to use, the work for state agency purposes or the purpose of the State of Missouri.

4.10 Warranties and Representations:

- 4.10.1 The contractor expressly warrants that all equipment, supplies, and/or services provided shall:
- a. conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the Division of Purchasing,
 - b. be fit and sufficient for the purpose expressed in the contract,
 - c. for any goods provided, be merchantable,
 - d. be of good materials and workmanship, and
 - e. be reasonably free from defect.
- 4.10.2 Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

4.11 Remedies and Rights:

- 4.11.1 No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future contractual right and/or contractual remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- 4.11.2 The contractor understands and agrees that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.
- 4.11.3 The contractor understands and agrees that the state reserves the right to consider the contractor's failure to perform requirements and commitments specified in the contract in future procurement evaluations.

4.12 Survivability of Terms:

- 4.12.1 The contractual provisions as to definitions, indemnity, warranties, confidentiality, ownership, data, security, liability, insurance, governing law, venue, and remedy shall survive any payment for goods and services, expiration, termination or cancellation of the contract, and shall continue in full force and effect.

******END OF GENERAL CONTRACTUAL REQUIREMENTS SECTION******

5. VENDOR SUBMISSION AND AWARD INFORMATION SECTION

5.1 Preparation of Response:

5.1.1 Business Compliance Pre-Work: **Due to lead times for obtaining the information needed to complete the Business Compliance Exhibits explained herein, vendors are encouraged to IMMEDIATELY begin securing these verifications when preparing a response.**

5.1.2 Vendor Response Exhibits: The vendor must submit properly completed cooperative contract document's Vendor Response Exhibits as their response. Each exhibit includes instructions outlining the information to be provided in response to the exhibit.

5.2 Compliance with Requirements, Terms and Conditions:

5.2.1 If the vendor's response includes any exceptions to the mandatory provisions of the cooperative contract, the vendor must (1) identify the specific cooperative contract paragraph number to which the exception applies along with a description of why the vendor is taking exception to the provision; and (2) any proposed alternative language the vendor would like the state to consider to replace the provision. However, the vendor must understand and agree:

- a. Exceptions to mandatory provisions of the cooperative contract make the vendor's response non-responsive and ineligible for award. Any exceptions to mandatory provisions must be addressed in order to be eligible for a contract award.

5.3 Confidentiality and Proprietary Materials:

5.3.1 Missouri Sunshine Law: The Division of Purchasing is a governmental body under the Missouri Sunshine Law (chapter 610, RSMo). Section 610.011, RSMo, requires that all provisions be "liberally construed and their exceptions strictly construed" to promote the public policy that records are open unless otherwise provided by law.

5.3.2 Response Confidentiality: Regardless of any claim by a vendor as to material being proprietary and not subject to copying or distribution, or how a vendor characterizes any information provided in its response, all material submitted by the vendor in conjunction with the cooperative contract is subject to release after the award of a contract in relation to a request for public records under the Missouri Sunshine Law (see Chapter 610, RSMo). Only information expressly permitted to be closed pursuant to the strictly construed provisions of Missouri's Sunshine Law will be treated as a closed record by the Division of Purchasing and withheld from any public request submitted to the Division of Purchasing after award. The vendor should presume information provided to the Division of Purchasing in a response will be public following the award of the contract and made available upon request in accordance with the provisions of state law. Except for information the Division of Purchasing deems confidential, the vendor is advised not to include any information in the response that the vendor does not want to be viewed by the public, including personal identifying information such as social security numbers. Therefore, the **vendor should NOT include confidential material with their response.**

5.3.3 Information Not Considered Confidential: In no event will the following be considered confidential or exempt from the Missouri Sunshine Law; however, this is not meant to be an all-inclusive list:

- a. Vendor's entire response;
- b. Vendor's pricing;
- c. Vendor's product specifications unless specifications disclose scientific and technological innovations in which the owner has a proprietary interest (see subsection 15 of section 610.021, RSMo).

5.4 Foreign Vendor:

5.4.1 A foreign vendor who does not have an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must complete the appropriate IRS W-8 form (found on the www.irs.gov website) and must attach this completed and signed form when registering on the MissouriBUYS (<https://missouribuy.mo.gov>) website.

- a. When submitting a response, if the vendor does not have an IRS Employer Identification Number they should attach a note to the front page of their response advising the Division of Purchasing if: (1) a completed and signed W-8 form is included with the response or (2) a completed and signed W-8 form is attached to their vendor registration profile on the MissouriBUYS website.
- b. A foreign vendor that have an IRS Employer Identification Number may register as a vendor on the MissouriBUYS (<https://missouribuy.mo.gov>) website by using the IRS Employer Identification Number assigned to their company and attaching a completed and signed IRS W-9 form to their vendor registration profile. (Note: Attaching a completed and signed IRS W-8 form is not necessary.)

5.5 Business Compliance Requirements:

5.5.1 Due to lead times for obtaining the information needed to complete the Business Compliance Exhibits, the vendor is encouraged to IMMEDIATELY begin securing these verifications when preparing a response. In order to be considered a responsible and reliable vendor and therefore be considered eligible for award of a contract, the vendor must be in compliance with the laws regarding conducting business in the State of Missouri and provide the applicable documentation prior to the award of a contract. In order to verify the vendor's compliance, the state will review the vendor's response to the following Business Compliance Exhibits:

- a. **Business Compliance Exhibit B, State of Missouri Tax Compliance** - In accordance with section 34.040.7 RSMo, the vendor must be in tax compliance with the Missouri Department of Revenue. The Missouri Department of Revenue will issue a "Vendor No Tax Due" certificate if the vendor is properly registered to collect and have properly remitted sales and/or use tax, or if the vendor is not making retail sales in Missouri.
- b. **Business Compliance Exhibit C, Registration of Business Name with the Missouri Secretary of State** - In accordance with section 351.572, RSMo, the vendor must obtain a certification of authority be properly registered with the Missouri Secretary of State or identify how the vendor's business is exempt from registering with the Missouri Secretary of State.
- c. **Business Compliance Exhibit D, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization** - Pursuant to section 285.530, RSMo, if the vendor meets the section 285.525, RSMo, definition of a "business entity" (<http://www.moga.mo.gov/mostatutes/stathtml/28500005301.html?&me=285.530>), the vendor must affirm the vendor's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The vendor should complete applicable portions of **Exhibit D, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization**.
- d. **Business Compliance Exhibit E, Anti-Discrimination Against Israel Act Certification** - Pursuant to section 34.600, RSMo, if the vendor meets the section 34.600, RSMo, definition of a "company" (<https://revisor.mo.gov/main/OneSection.aspx?section=34.600>) and the vendor has ten or more employees, the vendor must certify in writing that the vendor is not currently engaged in a boycott of goods or services from the State of Israel as defined in section 34.600, RSMo, and shall not engage in a boycott of goods or services from the State of Israel, if awarded a contract, for the duration of the contract.

- e. **Business Compliance Exhibit F, Services Outside the United States** - If any services offered under this cooperative contract are being performed at sites outside the United States, the vendor must disclose such fact and provide details with the response.
- f. **Business Compliance Exhibit G, Employee/Conflict of Interest** – Elected or appointed officials or employees of the State of Missouri or any political subdivision serving in an executive or administrative capacity participating in a response to the RFP must disclose their involvement to identify the conflict of interest.
- g. **Business Compliance Exhibit H, Federal Funding Unique Identity ID** - The vendor must not be presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the contract by any Federal department or agency pursuant to 2 CFR Part 180, or any other applicable law. The vendor should provide its Unique Identity ID number and on the **Exhibit H, Federal Funding Unique Identity ID**.
- h. **General Business Compliance** - The vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The vendor certifies by signing the signature page of this document that the vendor either is presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. Likewise, the successful vendor shall remain in compliance with such laws for the duration of the resulting contract. The vendor shall provide documentation of compliance upon request by the Division of Purchasing. The compliance to conduct business in the state shall include, but not necessarily be limited to:
 - 1) Taxes (e.g., city/county/state/federal)
 - 2) State and local certifications (e.g., professions/occupations/activities)
 - 3) Licenses and permits (e.g., city/county license, sales permits)
 - 4) Insurance (e.g., worker's compensation/unemployment compensation)
- i. The response will be reviewed for business compliance with the laws regarding conducting business in the state of Missouri.

5.6 **Award:**

- 5.6.1 The cooperative contract will only be eligible for award if the vendor agrees to comply with the requirements identified herein.
- 5.6.2 Any award of a contract shall be made by notification via email from the Division of Purchasing to the vendor. The final contract award shall be made by the Division of Purchasing.
- 5.6.3 After a contract is executed, the response will be uploaded for public viewing into the Division of Purchasing's imaging system known as the Awarded Bid and Contract Document Search system (<https://purch.oa.mo.gov/bidding-contracts/awarded-bid-contract-document-search>).

****END OF VENDOR SUBMISSION AND AWARD INFORMATION SECTION****

EXHIBIT A, RESPONSE SUBMITTAL CHECKLIST

The following table is provided to assist the vendor in completing their response. It is the vendor's sole responsibility to ensure that all mandatory requirements are met and that their response, including all exhibits, are properly completed and submitted with their response. The vendor may want to check the Task Complete boxes to ensure that each of these items are completed and/or submitted with the vendor's response.

No.	Description	Task Complete
1.	Complete and sign the cover page.	☒
3.	Complete Business Compliance Exhibit B, State of Missouri Tax Compliance and attach "Vendor No Tax Due" certificate.	☒
4.	Complete Business Compliance Exhibit C, Registration of Business Name with the Missouri Secretary of State.	☒
5.	Complete and sign Business Compliance Exhibit D, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization (be sure to complete and return the Affidavit of Work Authorization and the vendor's E-Verify Memorandum of Understanding, if required).	☒
6.	Complete and sign Business Compliance Exhibit E, Anti-Discrimination Against Israel Act Certification.	☒
7.	Complete Business Compliance Exhibit F, Services Outside the United States.	☒
8.	Complete Business Compliance Exhibit G, Employee/Conflict of Interest.	☒
9.	Complete Business Compliance Exhibit H, Federal Funding Unique Identity ID.	☒
10.	If applicable, clearly mark, separate, and seal proprietary or confidential information and describe how the proprietary or confidential information meets Chapter 610, RSMo (ref. Section 5 of the cooperative contract).	☐ N/A

BUSINESS COMPLIANCE EXHIBITS

Instructions: In order to be awarded a contract, the vendor must be in compliance with the laws regarding conducting business in the State of Missouri.

The vendor certifies by signing the cover page of this document that the vendor either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The vendor shall provide documentation of compliance with the vendor's response and upon request by the Division of Purchasing.

- Business Compliance Exhibit B, State of Missouri Tax Compliance
- Business Compliance Exhibit C, Registration of Business Name with the Missouri Secretary of State
- Business Compliance Exhibit D, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization
- Business Compliance Exhibit E, Anti-Discrimination Against Israel Act Certification
- Business Compliance Exhibit F, Services Outside the United States
- Business Compliance Exhibit G, Employee/Conflict of Interest
- Business Compliance Exhibit H, Federal Funding Unique Identity ID

**BUSINESS COMPLIANCE EXHIBIT B,
STATE OF MISSOURI TAX COMPLIANCE**

STATE OF MISSOURI TAX COMPLIANCE

In accordance with section 34.040.7, RSMo, Purchasing is precluded from contracting with a vendor or its affiliate who makes sales at retail of tangible personal property or for the purpose of storage, use or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo.

In order to verify the vendor's State of Missouri tax compliance with the Missouri Department of Revenue (DOR), the vendor must provide "Vendor No Tax Due" certificate issued by DOR prior to award. By providing the "Vendor No Tax Due" certificate, the vendor is verifying the vendor is either registered to collect sales and/or use tax in Missouri or is not making retail sales of tangible personal property or providing taxable services in Missouri.

The DOR will issue the "Vendor No Tax Due" certificate if the vendor is properly registered to collect and have properly remitted sales and/or use tax, or if the vendor is not making retail sales in Missouri.

How To Obtain A Vendor No Tax Due Certificate

A "Vendor No Tax Due" certificate can be obtained from the Missouri Department of Revenue when a business pays all of its sales/use tax in full, up to date, does not have a sales tax delinquency or does not sell tangible personal property at retail in Missouri.

If taxes are due, depending on the payment history of the business, a cashier's check or money order may be required for payment before a "Vendor No Tax Due" certificate can be issued.

A "Vendor No Tax Due" certificate can be obtained by completing and submitting the Request For Tax Clearance, Form 943, to the Missouri Department of Revenue, Division of Taxation & Collection. This form is available at <http://dor.mo.gov/forms/943.pdf>. Make sure to select the appropriate "Reason for Request" on page 2 of the form.

For assistance, call (573) 751-9268 or e-mail taxclearance@dor.mo.gov. Additional information regarding section 34.040.7, RSMo, is available on the Department of Revenue's website at <http://dor.mo.gov/business/sales>.

NOTE: Make sure to request a "Vendor No Tax Due" certificate as there are other similar tax clearance forms that do not meet this verification requirement. The steps to obtain a "Vendor No Tax Due" certificate is outlined at <https://dor.mo.gov/taxation/business/tax-types/sales-use/hb600.html>.

Instructions: The vendor should complete the information below regarding their "Vendor No Tax Due" status.

"Vendor No Tax Due" Certificate is Included with the Response (Yes/No)

Yes ☒ No ☐

If the "Vendor No Tax Due" Certificate is Not Included, Identify Date Vendor Requested Certificate From DOR

Date: (MM/DD/YYYY)

TAXATION DIVISION
PO BOX 3666
JEFFERSON CITY, MO 65105-3666



Missouri
DEPARTMENT OF REVENUE

Telephone: 573-751-9268
Fax: 573-522-1265
E-mail: taxclearance@dor.mo.gov

VENDOR NO TAX DUE

SPACESAVER CORPORATION
1450 JANESVILLE AVE
FORT ATKINSON, WI 53538-2798

DATE ISSUED: 04/15/2024
VALID THROUGH: 07/15/2024

FEDERAL IDENTIFICATION NUMBER: [REDACTED]

The Missouri Department of Revenue certifies that based on the information provided, the above listed taxpayer or vendor and its disclosed affiliates do not sell taxable tangible personal property or provide taxable services in the State of Missouri. The above vendor and its disclosed affiliates are in compliance with Section 34.040.7, RSMo.

This statement is not to be construed as limiting the authority of the Director of Revenue to pursue collection of liabilities resulting from final litigation, default in payment of any installment agreement entered into with the Director of Revenue, any successor liability that may become due in the future, or audits or reviews of the taxpayer's records as provided by law.

This certificate will remain valid until such time as the business activity changes. Please note that any change in or deviation from the operation of this business as originally described will render this letter inapplicable.

TAXATION DIVISION

**BUSINESS COMPLIANCE EXHIBIT C,
REGISTRATION OF BUSINESS NAME WITH THE MISSOURI SECRETARY OF STATE**

In accordance with section 351.572, RSMo, the vendor must be properly registered with the Missouri Secretary of State or identify how the vendor's business is exempt from registering with the Missouri Secretary of State.

In order to verify the vendor is properly registered with the Missouri Secretary of State, the vendor must either be 1) properly registered with the Missouri Secretary of State at time of response submission or prior to contract award or 2) must identify how the vendor's business is exempt from registering with the Missouri Secretary of State.

NOTE: For any questions regarding Secretary of State Registration, vendors should go to <https://www.sos.mo.gov/business/startBusiness.asp> or call 866-223-6535, Monday through Friday, 8:00 a.m. to 5:00 p.m., Central Time, excluding state holidays.

Missouri Secretary of State Registration Verification

Registration Verification Instructions: If the vendor's business is already registered, the vendor should complete the table below with the vendor's business name and the charter number assigned to the vendor's business.

Information on registering with Missouri Secretary of State: If the vendor's business is not yet properly registered with the Missouri Secretary of State, the vendor should refer to the Missouri Business Portal at <https://openforbiz.mo.gov/> for additional information.

Business Name	Spacesaver Corporation
Charter Number	
Proof of Good Standing Status Included	Yes ☐ No ☒
If Proof of Good Standing Not Included, Indicate the Date Vendor Requested Document from Missouri Secretary of State	Date: __/__/____ (MM/DD/YYYY)

Exemptions

Exemption Instructions: If the vendor is exempt from registering with the Missouri Secretary of State pursuant to section 351.572, RSMo, the vendor should identify the specific section of 351.572 RSMo, which supports the exemption by placing a checkmark in the appropriate box in the "Indicate if Exemption is Applicable" column in the table below. In addition, the vendor should provide documentation supporting an exemption, if applicable.

Section 351.572 RSMo Subsection 2. Exemption Description	Indicate if Exemption is Applicable (Check the appropriate box)
(1) Maintaining, Defending, or Settling any Proceeding	☐
(2) Holding Meetings of the Board of Directors or Shareholders or Carrying on Other Activities Concerning Internal Corporate Affairs	☐
(3) Maintaining Bank Accounts	☐
(4) Maintaining Offices or Agencies for the Transfer, Exchange, and Registration of the Corporation's Own Securities or Maintaining Trustees or Depositories with Respect to those Securities	☐
(5) Creating or Acquiring Indebtedness, Mortgages, and Security Interests in Real or Personal Property	☐
(6) Securing or Collecting Debts or Enforcing Mortgages and Security Interests in Property Securing the Debts	☐
(7) Conducting an Isolated Transaction that is Completed Within Thirty Days and that is Not One in the Course of Repeated Transactions of a Like Nature	☐
(8) Transacting Business in Interstate Commerce	☒
Other – Provide Description of Exemption (List of Exemptions Above is Not Exhaustive)	☐

**BUSINESS COMPLIANCE EXHIBIT D,
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION, AND AFFIDAVIT OF
WORK AUTHORIZATION - CONTINUED**

(Complete Box B if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)

BOX B – CURRENT BUSINESS ENTITY STATUS

I certify that Spacesaver Corporation (Business Entity Name) MEETS the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530.

Steven G. Anderson

Authorized Business Entity Representative's
Name (Please Print)


Authorized Business Entity
Representative's Signature

Spacesaver Corporation

Business Entity Name

4/12/2024

Date

contracts@spacesaver.com

E-Mail Address

As a business entity, the vendor must perform/provide each of the following. The vendor should check each to verify completion/submission of all of the following:

- ☒- Enroll and participate in the E-Verify federal work authorization program (Website: <https://www.e-verify.gov/>; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;
- AND**
- ☒- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the **E-Verify Employment Eligibility Verification page listing the vendor's name and company ID** OR a page from the **E-Verify Memorandum of Understanding (MOU) listing the vendor's name and the MOU signature page completed and signed**, at minimum, by the vendor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the vendor's name and company ID, then no additional pages of the MOU must be submitted;
- AND**
- ☒- Submit a **completed, notarized Affidavit of Work Authorization** provided on the next page of this Exhibit.

**BUSINESS COMPLIANCE EXHIBIT D,
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION, AND AFFIDAVIT OF
WORK AUTHORIZATION - CONTINUED**

(Complete Box B if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)

BOX B – CURRENT BUSINESS ENTITY STATUS

I certify that Spacesaver Corporation (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530.

Steven G. Anderson

Authorized Business Entity Representative's
Name (Please Print)


Authorized Business Entity
Representative's Signature

Spacesaver Corporation

Business Entity Name

4/12/2024

Date

contracts@spacesaver.com

E-Mail Address

As a business entity, the vendor must perform/provide each of the following. The vendor should check each to verify completion/submission of all of the following:

- ☒- Enroll and participate in the E-Verify federal work authorization program (Website: <https://www.e-verify.gov/>; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;
- AND**
- ☒- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the **E-Verify Employment Eligibility Verification page listing the vendor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the vendor's name and the MOU signature page completed and signed**, at minimum, by the vendor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the vendor's name and company ID, then no additional pages of the MOU must be submitted;
- AND**
- ☒- Submit a **completed, notarized Affidavit of Work Authorization** provided on the next page of this Exhibit.

**BUSINESS COMPLIANCE EXHIBIT D,
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION, AND AFFIDAVIT OF
WORK AUTHORIZATION - CONTINUED**

AFFIDAVIT OF WORK AUTHORIZATION:

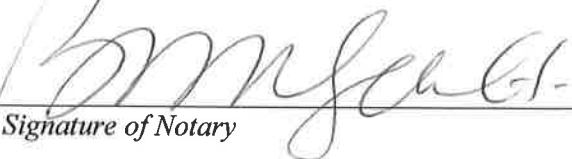
The vendor who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now Steven G. Anderson (Name of Business Entity Authorized Representative)
as Vice President of Finance (Position/Title) first being duly sworn on my oath, affirm
Spacesaver Corporation (Business Entity Name) is enrolled and will continue to
participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in
the program who are proposed to work in connection with the services related to contract(s) with the State of
Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo.
I also affirm that Spacesaver Corporation (Business Entity Name) does not and will not
knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under
the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

<u></u> Authorized Representative's Signature	<u>Steven G. Anderson</u> Printed Name
<u>Vice President - Finance</u> Title	<u>4/12/2024</u> Date
<u>contracts@spacesaver.com</u> E-Mail Address	<u>322527</u> E-Verify Company ID Number

Subscribed and sworn to before me this 12th of April. I am
(DAY) (MONTH, YEAR)
commissioned as a notary public within the County of Jefferson, State of
(NAME OF COUNTY)
Wisconsin, and my commission expires on 8/2/24.
(NAME OF STATE) (DATE)


Signature of Notary

4/12/24
Date



**BUSINESS COMPLIANCE EXHIBIT D,
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION, AND AFFIDAVIT OF
WORK AUTHORIZATION - CONTINUED**

(Complete Box C if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the vendor's name and the MOU signature page completed and signed by the vendor and the Department of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of Missouri State Agency to Which Previous E-Verify Documentation Submitted: _____

Date of Previous E-Verify Documentation Submission: _____

Previous Bid/Contract Number for Which Previous E-Verify Documentation Submitted: _____ (if known)

Authorized Business Entity Representative's
Name (Please Print)

*Authorized Business Entity
Representative's Signature*

Business Entity Name

Date

E-Mail Address

E-Verify MOU Company ID Number

FOR STATE OF MISSOURI USE ONLY

Documentation Verification Completed By:

Buyer

Date



Company ID Number: 322527

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

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

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

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).



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4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

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

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on alien employees by electronic means, and
- Photo verification checks (when available) on employees.

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

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

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

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

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

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



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

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

C. RESPONSIBILITIES OF THE EMPLOYER

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

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

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

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

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

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

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

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

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

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

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

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking



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adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

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

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

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as



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

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

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

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS

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

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

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

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contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

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

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

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

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

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.
4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible

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after the Employer receives it.

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

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

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

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

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

ARTICLE IV

SERVICE PROVISIONS

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

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take

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mandatory refresher tutorials. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

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

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

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

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

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

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

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



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

Employer Spacesaver Corporation

Kevin Walleser

Name (Please Type or Print)

Title

Electronically Signed

Signature

04/27/2010

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

04/27/2010

Date



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Information Required for the E-Verify Program

Information relating to your Company:

Company Name: Spacesaver Corporation

Company Facility Address: 1450 Janesville Avenue

Fort Atkinson, WI 53538

Company Alternate
Address:

County or Parish: JEFFERSON

Employer Identification
Number:

North American Industry
Classification Systems
Code: 332

Parent Company: KI (Krueger International), Inc.

Number of Employees: 500 to 999

Number of Sites Verified
for: 1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- WISCONSIN 1 site(s)



E-VERIFY IS A SERVICE OF DHS

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Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	Kevin Walleser	Fax Number:	(920) 563 - 0749
Telephone Number:	(920) 563 - 0674		
E-mail Address:	kwalleser@spacesaver.com		

**BUSINESS COMPLIANCE EXHIBIT E,
ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION**

Statutory Requirement: Section 34.600, RSMo, precludes entering into a contract with a company to acquire products and/or services “unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.”

Exceptions: The statute provides two exceptions for this certification: 1) “contracts with a total potential value of less than one hundred thousand dollars” or 2) “contractors with fewer than ten employees.” Therefore the following certification is required prior to any contract award.

Section 34.600, RSMo, defines the following terms:

Company: any for-profit or not-for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly-owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations.

Boycott Israel and Boycott of the State of Israel: engaging in refusals to deal, terminating business activities, or other actions to discriminate against, inflict economic harm, or otherwise limit commercial relations specifically with the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, that are all intended to support a boycott of the State of Israel. A company’s statement that it is participating in boycotts of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, or that it has taken the boycott action at the request, in compliance with, or in furtherance of calls for a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel shall be considered to be conclusive evidence that a company is participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel; provided, however that a company that has made no such statement may still be considered to be participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel if other factors warrant such a conclusion.

Certification - The vendor must therefore certify their current status by completing either Box A, Box B, or Box C on the next page of this Exhibit.

- | | |
|---------------|--|
| BOX A: | To be completed by any vendor that <u>does not meet the definition of “company”</u> above, hereinafter referred to as “Non-Company.” |
| BOX B: | To be completed by a vendor that meets the definition of “Company” but has <u>less than ten employees</u> . |
| BOX C: | To be completed by a vendor that <u>meets the definition of “Company”</u> and <u>has ten or more employees</u> . |

BOX A – NON-COMPANY ENTITY

I certify that _____ (Entity Name) currently **DOES NOT MEET** the definition of a company as defined in section 34.600, RSMo, but that if awarded a contract and the entity's business status changes during the life of the contract to become a "company" as defined in section 34.600, RSMo, and the entity has ten or more employees, then, prior to the delivery of any services and/or supplies as a company, the entity agrees to comply with, complete, and return Box C to the Division of Purchasing at that time.

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Entity Name

Date

BOX B – COMPANY ENTITY WITH LESS THAN TEN EMPLOYEES

I certify that _____ (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, and currently has less than ten employees but that if awarded a contract and if the company increases the number of employees to ten or more during the life of the contract, then said company shall comply with, complete, and return Box C to the Division of Purchasing at that time.

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Company Name

Date

BOX C – COMPANY ENTITY WITH TEN OR MORE EMPLOYEES

I certify that Spacesaver Corporation _____ (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, has ten or more employees, and is not currently engaged in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo. I further certify that if the company is awarded a contract for the services and/or supplies requested herein said company shall not engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo, for the duration of the contract.

Steven G. Anderson

Authorized Representative's Name (Please Print)



Authorized Representative's Signature

Spacesaver Corporation

Company Name

4/12/2024

Date

**BUSINESS COMPLIANCE EXHIBIT F,
SERVICES OUTSIDE THE UNITED STATES**

Pursuant to Executive Order 04-09 subparagraph 4, no state agency shall award a contract to a vendor who contemplates performing work pursuant to the contract at a site outside of the United States, unless one of the exceptions identified below are met. This document must be satisfactorily completed prior to an award of a contract.

Therefore, the vendor must disclose whether services proposed would be performed at a location outside of the United States and provide details in the space below or on an attached page. If vendor does not complete the table below, the vendor is committing to complete all work in the United States for the duration of the contract.

Will any of the services proposed by the vendor be performed at sites outside the United States? <u>If the answer is "yes", then provide the information below. If the answer is "no", then the vendor does not need to complete the rest of this exhibit.</u>		Yes ☐	No ☒
Identify the name of the vendor that would be performing services at a site outside the United States.			
Describe the services proposed to be performed at sites outside the United States.			
Identify where the services would be performed at sites outside the United States.			
Identify when (specific timeframe) in the life of the contract the services would be performed at sites outside the United States.			
Identify why the services need to be performed at sites outside the United States.			
Identify whether the proposed services meet at least one of the conditions described in section 4, subparagraphs a, b, c, and d of Executive Order 04-09 and how the exception(s) is met. If the answer is "yes" and exemption applies, then provide the information below.		Yes ☐	No ☐
Mark the appropriate exemption below, and provide the requested details:			
(a) ☐ Unique good or service that is deemed mandatory pursuant to the requirements herein and has no comparable domestically-provided good or service that can adequately duplicate the unique features provided by the vendor. EXPLAIN HOW THE GOOD OR SERVICE IS UNIQUE: _____			
(b) ☐ Foreign firm hired to market Missouri services/products to a foreign country. IDENTIFY THE APPLICABLE PARAGRAPHS HEREIN: _____			
(c) ☐ A significant or substantial economic cost factor exists that outweighs the economic impact of providing the function or professional services within the United States, and such failure in using the vendor's services would result in economic hardship to the state. EXPLAIN HOW: _____			
(d) ☐ Vendor maintains significant business presence in the United States and only performs trivial portion of contract work outside US. IDENTIFY MAXIMUM PERCENTAGE of the overall value of the contract, for any contract period, attributed to the value of the services being performed at sites outside the United States identified above: %			

**BUSINESS COMPLIANCE EXHIBIT G,
EMPLOYEE/CONFLICT OF INTEREST**

Vendors who are elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the vendor or any owner of the vendor's organization is currently an elected or appointed official or an employee of the State of Missouri or any political subdivision thereof, please provide the following information. The information must be provided prior to the award of a contract.

Name and title of elected or appointed official or employee of the State of Missouri or any political subdivision thereof:	None
If employee of the State of Missouri or political subdivision thereof, provide name of state agency or political subdivision where employed:	None
Percentage of ownership interest in vendor's organization held by elected or appointed official or employee of the State of Missouri or political subdivision thereof:	__N/A__%

**BUSINESS COMPLIANCE EXHIBIT H,
FEDERAL FUNDING UNIQUE IDENTITY ID**

Federal Debarment: The vendor must not be presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the contract by any Federal department or agency pursuant to 2 CFR Part 180, or any other applicable law. The vendor should provide its Unique Identity ID number on the table below:

Unique Entity ID: The Unique Entity ID is the official identifier for doing business with the US Government. Vendors should register at <https://sam.gov/content/home> to be assigned a Unique Entity ID. In the table below, identify the Unique Identity ID number and, if applicable, the Parent Organization's Unique Identity ID Number. The Parent Organization's Unique Identity ID number is typically used by large organizations with multiple facilities in several locations. The parent organization's number is the number assigned to the headquarters for the operation.

Vendor Name: Spacesaver Storage Systems, Inc	Vendor's Unique Identity ID Number: [REDACTED]
Parent Organization's Name: Spacesaver Corporation	Parent Organizations Unique Identity ID Number: none

ATTACHMENT: FEDERAL FUNDS REQUIREMENTS

1.1 Federal Fund Requirements:

The contractor shall understand and agree that the contract involves the use of federal funds. Upon award of the contract, the state agency will provide the contractor the federal fund information. In the event the federal fund information changes, the contractor will be notified in writing by the state agency.

- 1.1.1 Federal Debarment and Suspension (Executive Orders 12549 and 12689) - The contractor certifies by signing the front page of this document that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the contract by any Federal department or agency pursuant to 2 CFR Part 180, or any other applicable law.
- 1.1.2 Applicable Laws and Regulations and Public Policy Requirements - In performing its responsibilities under the contract, the contractor shall fully comply with the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR, Chapter 1, Chapter, II, Part 200, et al.), as applicable, including any subsequent amendments.
 - a. The contractor shall comply with all applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the contractor through the contract. The contractor shall ensure compliance with U.S. statutory and public policy requirements, including but not limited to, those protecting public welfare, the environment, and prohibiting discrimination.
- 1.1.3 Stevens Amendment - The contractor shall not issue any statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal funds without the prior approval of the state agency, and the contractor shall clearly state the following:
 - a. The percentage of the total costs of the program or project that will be financed with federal money;
 - b. The dollar amount of federal funds for the project or program; and
 - c. The percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
- 1.1.4 Publicity - Any publicity releases and publications mentioning contract activities shall reference the contract number and the state agency. The contractor shall obtain approval from the state agency prior to the release of such publicity release or publications.
- 1.1.5 Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements - The contractor shall comply with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements" and any implementing regulations, as applicable.
- 1.1.6 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), Certification Regarding Lobbying - The contractor shall comply with all requirements of 31 U.S.C. 1352 that is incorporated herein as if fully set forth.
 - a. The contractor certifies by signing the first page of the document that no federal appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. The contractor certifies that no funds under the contract shall be used to pay for any activity to support or defeat the enactment of legislation before the Congress, or any State or local legislature or legislative body. The contractor shall not use any funds under the contract to pay for any activity to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.

- c. The contractor certifies that no funds under the contract shall be used to pay the salary or expenses of the contractor, or an agent acting for the contractor who engages in any activity designed to influence the enactment of legislation or appropriations proposed, or pending before the Congress, or any State, local legislature or legislative body, or any regulation, administrative action, or Executive Order issued by the executive branch of any State or local government.
- d. The above prohibitions include any activity to advocate or promote any proposed, pending, or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- e. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any Federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - 1) The contractor shall require that the language of this section be included in the award documents for all subawards at all levels (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
 - Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.
 - 2) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

1.1.7 Drug Free Workplace Act - The contractor shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988, 41 U.S.C. Chapter 81, and all applicable regulations. The contractor shall report any conviction of the contractor's personnel under a criminal drug statute for violations occurring on the contractor's premises or off the contractor's premises while conducting official business. A report of a conviction shall be made to the state agency within five (5) working days after the conviction.

1.1.8 Pro-Children Act - The contractor shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081).

- a. The Pro-Children Act of 1994, (Public Law 103-227, 20 U.S.C. §§ 6081-6084), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by general grant, contract, loan, or loan guarantee. The Pro-Children Act also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds.
 - 1) The Pro-Children Act does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.
- b. The contractor certifies that it will comply with the requirements of the Pro-Children Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Pro-Children Act.
- c. The contractor shall require the language of this certification be included in any subcontract or subaward that contains provisions for children's services and that all subrecipients shall certify accordingly.

- d. Failure to comply with the provisions of the Pro-Children Act may result in the imposition of a civil monetary penalty of up to \$1,000.00 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

1.1.9 Contractor Whistleblower Protections:

- a. The contractor shall comply with the provisions of 41 U.S.C. 4712 that states an employee of a contractor, subcontractor, grantee, or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for “whistleblowing”. In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.
- b. The contractor’s employees are encouraged to report fraud, waste, and abuse. The contractor shall inform their employees in writing they are subject to federal whistleblower rights and remedies. This notification must be in the predominant native language of the workforce.
- c. The contractor shall include this requirement in any agreement made with a subcontractor or subgrantee.

1.1.10 Human Rights and Affirmative Action:

- a. The contractor shall comply with all federal and state statutes, regulations, and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to the following:
 - 1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) that prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act that prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;
 - 2) Equal Pay Act of 1963 (P.L. 88-38, as amended, 29 U.S.C. Section 206(d));
 - 3) Title IX of the Education Amendments of 1972, as amended (20 U.S.C 1681-1683 and 1685-1686) that prohibits discrimination on the basis of sex;
 - 4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.), and Americans with Disabilities Act Amendments Act of 2008 (Public Law 110-325, “ADAAA”) which prohibit discrimination on the basis of disabilities;
 - 5) The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) that prohibits discrimination on the basis of age;
 - 6) Equal Employment Opportunity – E.O. 11246, “Equal Employment Opportunity”, as amended by E.O. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity”;
 - 7) Genetic Information Non-Discrimination Act (GINA)
 - 8) Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Compliance Requirements;
 - 9) Missouri Governor’s E.O. #94-03 (excluding article II due to its repeal);
 - 10) Missouri Governor’s E.O. #10-24; and
 - 11) The requirements of any other nondiscrimination federal and state statutes, regulations, and executive orders that may apply to the services provided via the contract.
- b. In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, the contractor shall have and maintain an affirmative action program that shall include:
 - 1) A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
 - 2) The identification of a person designated to handle affirmative action;
 - 3) The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;

- 4) The exclusion of discrimination from all collective bargaining agreements; and
- 5) Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

c. If discrimination by a contractor is found to exist, the Division of Purchasing shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the Division of Purchasing until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

1.1.11 Clean Air Act and Federal Water Pollution Control Act - The contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 *et seq.*).

Missouri Statewide Contract Quarterly Usage Report Instructions

The contractor shall prepare and submit a Missouri Statewide Contract Quarterly Usage Report to the Division of Purchasing which shall provide the Data Element information listed below.

The Missouri Statewide Contract Quarterly Usage Report must be received by the Division of Purchasing (Purchasing) no later than the 15th calendar day of the month following the reporting quarter entered on the Missouri Statewide Contract Quarterly Usage Report, unless the 15th is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no purchases were made by marking the appropriate box on the report form.

The contractor must submit a Missouri Statewide Contract Quarterly Usage Report electronically either utilizing the "Missouri Statewide Contract Quarterly Usage Report" worksheet included in this spreadsheet which is downloadable from the following Purchasing website address:

<http://oa.mo.gov/purchasing/vendor-information> or utilizing another format which is Excel-exportable.

The contractor must submit the Missouri Statewide Contract Quarterly Usage Report to the following email address: ereports@oa.mo.gov.

Data Element	Description
Contractor Name	Contractor name as it appears on the contract.
Statewide Contract Number	Statewide contract number as listed on the cover page of your contract with the State of Missouri.
Report Contact Name	Name of the person completing the report on behalf of the contractor.
Contact Phone Number	Phone number for the person completing the report.
Contact Email Address	Email address for the person completing the report.
Date Report Submitted	Date the Missouri Statewide Contract Quarterly Usage Report is submitted to Purchasing.
Reporting Quarter	Quarter for which the contractor is reporting purchases on the contract.
Entity Type	Indicate the type of entity by entering "S" for Missouri state agency, "P" for Missouri political subdivision, "U" for Missouri university, or "O" for political subdivision or state entity from another state.
Customer Name	Customer's name. If the customer has multiple locations, please only use the main entity name.
Product or Service Description	Description of product or service purchased.
Purchase Authorization Number/Identifier	Purchase Authorization Number/Identifier supplied by customer to contractor. Enter PO or other authorization number/identifier. If procurement card used, enter "P-Card".
Contract Line Item Number	Line item number on the contract.
Quantity Delivered	Quantity (i.e. excluding returns) of products delivered. Enter a quantity of "1" for a service/project.

Attachment 3

Unit Price Charged	Unit Price Charged (i.e. excluding credits) for the product or service purchased.
Extended Price	Quantity Delivered X Unit Price Charged.

Attachment 3 Missouri Statewide Contract Quarterly Usage Report

Contractor Name:		Report Contact Name:		Contact Email Address:	
Statewide Contract Number:		Contact Phone Number:		Date Report Submitted:	

If no purchases were made during the reporting quarter, check the box below:	Reporting Quarter:	[☐] January 1 - March 31	[☐] April 1 - June 30
[☐] No purchases were made during this quarter on the contract identified above.	(check one)	[☐] July 1 - September 30	[☐] October 1 - December 31

Entity Type*	Customer Name	Product or Service Description	Purchase Authorization Number/Identifier	Contract Line Item Number	Quantity Delivered	Unit Price Charged	Extended Price
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
Overall Total of Purchases							\$0.00

* Entity Type: "S" = Missouri state agency; "P" = Missouri political subdivision; "U" = Missouri university; "O" = political subdivision or state entity from other state

Attachment 3 Missouri Statewide Contract Quarterly Usage Report

Contractor Name:		Report Contact Name:		Contact Email Address:			
Statewide Contract Number:		Contact Phone Number:		Date Report Submitted:			
If no purchases were made during the reporting quarter, check the box below:		Reporting Quarter: (check one)	[] January 1 - March 31	[] April 1 - June 30			
[] No purchases were made during this quarter on the contract identified above.			[] July 1 - September 30	[] October 1 - December 31			
Entity Type*	Customer Name	Product or Service Description	Purchase Authorization Number/Identifier	Contract Line Item Number	Quantity Delivered	Unit Price Charged	Extended Price

Quarterly Administrative Fee Report

The contractor shall submit a "Quarterly Administrative Fee Report" to the Division of Purchasing (Purchasing) for all purchases made under the contract for which payment has been received by the contractor during the reporting quarter. The contractor must submit the "Quarterly Administrative Fee Report" to Purchasing no later than the 15th calendar day of the month following the "Reporting Quarter". The contractor shall complete the "Quarterly Administrative Fee Report" in accordance with the definitions and requirements stated below. Completed electronic forms will feed into a central database for aggregate usage. Please contact Purchasing (573) 751-2387 if you have specific questions about your contract area, the submission of this report, or payment of the administrative fee.

Header Definitions.

Contractor Name	Contractor name as it appears on the contract.
Statewide Contract Number	Statewide contract number as listed on the first page of your contract with the State of Missouri.
Date Report Submitted	Date Administrative Fee Report is submitted.
Report Contact Name	Name of the person completing the report on behalf of the contractor.
Contact Phone Number	Phone number for person completing the report.
Contact Email Address	Email address for the person completing the report.

Administrative Fee Payment Calculation - The total amount in payments received (minus returns & credits) from state agency(ies), political subdivision(s), universities, and governmental entities in other states, the Overall Total Payments Received, and the Total Administrative Fee Payment (calculated as 1% of the Overall Total Payments Received) for the Reporting Quarter.

If no payments were received during the Reporting Quarter, check the box below: Complete section if applicable.

Reporting Quarter	Quarter for which the contractor is reporting purchases for which payment has been received. This must be in format QX, where X is the Quarter number as follows: Q1: January 1 - March 31 Q3: July 1 - September 30 Q2: April 1 - June 30 Q4: October 1 - December 31
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Signature of Responsible Party for Report Content: The signature and title of the person completing the report on behalf of the contractor and the date the report was completed.

Attachment - Missouri Statewide Contract Quarterly Administrative Fee Report

Contractor Name: 	Report Contact Name:
Statewide Contract Number: 	Contact Phone Number:
Date Report Submitted: 	Contact Email Address:
Administrative Fee Payment Calculation: <i>(If no payments received during Reporting Quarter, skip to next section)</i>	
Total Payments Received (minus returns & credits) from Missouri <u>State Agencies</u> during the Reporting Quarter :	
Total Payments Received (minus returns & credits) from Missouri <u>Political Subdivisions</u> (cities, counties, etc.) during the Reporting Quarter:	
Total Payments Received (minus returns & credits) from Missouri <u>Universities</u> during the Reporting Quarter:	
Total Payments Received (minus returns & credits) from <u>Governmental Entities in Other States</u> during the Reporting Quarter:	
Overall Total Payments Received (minus returns & credits) during the Reporting Quarter :	
	\$0.00
1% Administrative Fee (Multiply Overall Total Payments by 1% to determine Total Administrative Fee Payment)	1.00%
Total Administrative Fee Payment for the Reporting Quarter:	\$0.00
Reporting FY Quarter (check one):	
☐ July 1 - September 30 Quarter 1	☐ October 1 - December 31 Quarter 2
☐ January 1 - March 31 Quarter 3	☐ April 1 - June 30 Quarter 4
Submit this report to the Division of Purchasing (Purchasing) using one of the methods below:	
1) <u>Mail:</u> Division of Purchasing, P.O. Box 809, Jefferson City MO 65102 - 0809 OR 301 West High Street, Room 630, Jefferson City MO 65101 - 1517 2) <u>Fax:</u> (573) 526-9815 3) <u>Email:</u> ereports@oa.mo.gov	
Indicate below the method of payment used for submitting the Total Administrative Fee Payment for the Reporting Quarter and date of payment submission:	
Method of Payment Used: ☐ Personal check ☐ Company check ☐ Cashier's check ☐ Money Order ☐ ACH (Electronic Payment)	
Date of Payment Submission: ____/____/20____ (mm/dd/yyyy)	
Signature of Responsible Party for Report Content:	
Signature: _____ Title: _____ Date: _____	
If no payments were received during the Reporting Quarter, check the box below:	
☐ No payments were received this calendar quarter for any purchases on the contract identified above.	

**Solicitation Number: RFP #110923****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Spacesaver Corporation, 1450 Janesville Avenue, Fort Atkinson, WI 53538 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Physical Storage Systems and Equipment with Related Software and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires December 29, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcwell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcwell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and

Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property to the extent such injury or death is caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
- 2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
- 3. *Use; Quality Control.*
 - a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
- 4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-

1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is

hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and

disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or

liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

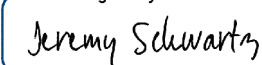
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

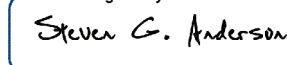
Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

110923-SPC

Sourcewell

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 12/21/2023 | 6:48 PM CST

Spacesaver Corporation

DocuSigned by:

By: A0B952BA794E494...
Steven G. Anderson
Title: Vice President of Finance
Date: 12/21/2023 | 5:14 PM CST

Approved:

DocuSigned by:

By: 48BAF71B0894454...
Chad Coauette
Title: Executive Director/CEO
Date: 12/21/2023 | 8:12 PM CST

RFP 110923 - Physical Storage Systems and Equipment with Related Software and Services

Vendor Details

Company Name: Spacesaver Corporation
Address: 1450 Janesville Avenue
Fort Atkinson, WI 53549
Contact: Stephanie Gulizia
Email: contracts@spacesaver.com
Phone: 920-563-0592
Fax: 920-563-0755
HST#: 39-1054756

Submission Details

Created On: Thursday September 21, 2023 09:27:13
Submitted On: Thursday November 09, 2023 10:10:40
Submitted By: Stephanie Gulizia
Email: contracts@spacesaver.com
Transaction #: 4524ccb5-3a8e-4825-a828-aaf15a4d4ae5
Submitter's IP Address: 71.13.152.36

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Spacesaver Corporation	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	None	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	None	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	SAM UEI: CRPCXJ5FCNV9	*
5	Proposer Physical Address:	1450 Janesville Avenue Fort Atkinson, WI 53538	*
6	Proposer website address (or addresses):	https://www.spacesaver.com/	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Steven G Anderson Vice President of Finance 1450 Janesville Avenue Fort Atkinson, WI 53538 sganderson@spacesaver.com 920-563-0650	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Stephanie Gulizia Contracts Manager 1450 Janesville Avenue Fort Atkinson, WI 53538 sgulizia@spacesaver.com 920-563-0592	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Stephanie Soleska Contracts Administrator 1450 Janesville Avenue Fort Atkinson, WI 53538 ssoleska@spacesaver.com 920-563-0591	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Spacesaver was founded in the small town of Fort Atkinson, Wisconsin more than 50 years ago. Dedicated to providing systems that maximize space, save energy, and increase productivity, our lineup of high-quality storage solutions allows users within a wide variety of markets to optimize their available space and create room for growth. Spacesaver's client base has expanded dramatically since those early days, and today we've completed more than 400,000 installations in the U.S. and around the world. Our clients include a wide variety of organizations, from manufacturers to military bases to museums. In 1998 Spacesaver became part of KI, an employee-owned global company headquartered in Green Bay, Wisconsin, that was founded in 1941. Our team of in-house engineers, project managers, and skilled manufacturers work with our extensive network of authorized distributors to provide our clients with well-designed, reliable, and aesthetically pleasing storage solutions. WE ARE PROBLEM SOLVERS. Spacesaver is committed to creating storage systems that save space, increase productivity, and decrease energy consumption. Our founder spearheaded the development of compact mobile storage in the United States, and our products are still engineered and manufactured in Wisconsin, USA. WE ARE INNOVATORS. We don't simply sell products to our clients—we work with them to invent solutions. We hold nearly 200 patents and have collaborated with the U.S. Marine Corps, public safety departments, and others to create new products that have gone on to become standards in their respective industries. WE ARE SOLUTION PROVIDERS. We strive to understand the complexities of our clients' space challenges and create complete solutions that integrate optimal workflow, safety, and security within each facility's unique structure. Our network of local distributors provides expertise from the earliest project design phases through product installation and maintenance, and we're committed to the highest standards of customer service.	*
11	What are your company's expectations in the event of an award?	Our goal, if awarded, is to continue to grow our ability to serve the Sourcewell members in providing the best storage solutions that will enable them to maximize space, save energy and increase productivity so they can focus on serving their communities. In partnership with Sourcewell, our expectation is that we would be able to continue to grow our sales efforts in the core markets of the Government and Education sectors through education and awareness of the contract benefits. Our expectation is that Spacesaver would participate in Sourcewell's continued efforts in proactively working with Cooperative Purchasing Organizations like NIGP to educate agencies nationally on the benefits of adopting the Sourcewell contract.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please find Spacesaver's Consolidated Financial Statements for the past 3 years, Surety Letter and a copy of our current insurance certificate attached for your review – reference folder labeled Financials.	*
13	What is your US market share for the solutions that you are proposing?	Spacesaver is a wholly owned subsidiary of KI, a privately held, 100 percent employee owned company, which prefers to keep certain information confidential. Spacesaver is the Industry Leader in High-Density Mobile Shelving Systems. Spacesaver defines our business via our Top Core Markets; Education/Library, Public Safety, Military/Government and Museums. Agriculture and K-12 Education are emerging markets for Spacesaver in 2024. We have dedicated Market Sales Managers in place that are committed to maintaining and growing our position in these markets.	*
14	What is your Canadian market share for the solutions that you are proposing?	Spacesaver has the same commitment to our Core Markets in Canada that we have throughout the United States. We will continue to grow and gain market share in Canada. We have a dedicated Distribution Sales Manager for Canada.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Spacesaver has never petitioned for bankruptcy protection.	*

16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Spacesaver is a manufacturer. Our distribution network is composed of independently owned and operated distributors in major cities throughout North America. The Spacesaver Group's local sales consultants, factory-certified technicians, and expert support staff all work together to bring the best in local sales and service. Spacesaver owes its success to this innovative network of independent small businesses (Spacesaver Area Contractors and Canadian Distributors) for sales, installation and services. Please see the attached list of our Distribution partners – reference document labeled The Spacesaver Group Distributor List. Spacesaver's exclusive distribution partners are experts in High Density Mobile System and Storage Solutions sales and services throughout the United States and Canada. Their experienced sales staff and Spacesaver factory trained and certified installers provide services that include consultation, new storage systems, relocations, modifications, and system add-ons. They are dedicated to meeting the needs of customers from the planning stages through installation and acceptance phases. In addition, all emergency service and maintenance calls have a typical maximum response time of 24 hours. When working with the Spacesaver Group, Sourcewell members will continue to experience an unparalleled level of creativity and industry expertise, resulting from our 50+ years of experience. Our group generates storage solutions that perfectly fit the member's specific needs.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Please find attached a listing of Spacesaver registrations - licenses per state for your review. Spacesaver is authorized to sell products and provide services in all 50 states, District of Columbia and Canada, either directly or through one of our authorized dealers. Spacesaver complies with applicable federal, state, local and industry laws for each purchasing member wherever they are located. Spacesaver does work with third party certified service providers, our Spacesaver Area Contractors and Distributors, which are required to be factory trained and certified for installation of Spacesaver Products to maintain Warranty. Spacesaver is ISO 9001:2015 Certified. Initially certified in October 1999, Spacesaver has continued to improve its business processes to ensure future compliance. Ultimately, Spacesaver is committed to on-time deliveries that are accurate and met with consistent, high-quality standards, and deliver solutions and product to our customers that provide the best value. Spacesaver's ISO 9001 certification attached.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Spacesaver has never been subject to any suspension or debarment at any time.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Spacesaver won Best of NeoCon in 2018 for our Day Use Lockers in the Space Dividers/Partitions/Screens category.	*
20	What percentage of your sales are to the governmental sector in the past three years	2020 – 6.2% 2021 – 5.65% 2022 – 6.28%	*
21	What percentage of your sales are to the education sector in the past three years	2020 – 32.01% 2021 – 25.61% 2022 – 25.66%	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Spacesaver holds cooperative purchasing agreements with groups such as Omnia, Vizient and Equalis. Spacesaver also holds up to 30 State/local government and University contracts. A growing number of State or local entities have adopted the Sourcwell cooperative as their lead contract. Annual Sales per GPO and State Contracts vary from \$20k - \$3 Million. Sourcwell is the most requested and utilized contract in Spacesaver's portfolio.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Until 2022, Spacesaver held two General Service Administration (GSA) contracts: Schedule 71, High Density Mobile Storage & Shelving: GS-28F-006BA; and Schedule 84, Law Enforcement & Security Equipment: GS-07F-022BA. In mid 2022, GS-07F-022BA was consolidated into GS-28F-006BA. Annual sales for both contracts together before consolidation, and for the consolidated contract post consolidation: 2020 - \$1,917,042 2021 - \$2,551,222 2022 - \$2,628,680	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Boston Public Library	James McGaffigan	617-635-0412	*
Canadian Museum and Science Center	Simon Aubin	613-880-4794	*
Saint John's University	Russel Klein	320-363-2011	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
College/University	Education	New Jersey - NJ	Supplied products and services	Approximately \$10K-\$316K	Approximately \$5.1M	*
State Government	Government	Pennsylvania - PA	Supplied products and services	Approximately \$2K-\$1M	Approximately \$3.7M	*
College/University	Education	Ohio - OH	Supplied products and services	Approximately \$6K-\$185K	Approximately \$3.6M	*
Federal Government	Government	District of Columbia - DC	Supplied products and services	Approximately \$1K-\$80K	Approximately \$2.3M	*
College/University-Library	Education	New Hampshire - NH	Supplied products and services	Approximately \$37K-\$117K	Approximately \$1.9M	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number

of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
26	Sales force.	Spacesaver employees 400 full- and part-time, direct employees covering all areas of our business including manufacturing at our headquarters located in Fort Atkinson, Wisconsin. Our dedicated staff is focused on supporting Sourcewell members with their storage needs. • 7 Sales Managers focused on growing sales in our Core Markets • 9 representatives on our Inside Sales Support and customer service teams, dedicated to serving our distribution partners • 12 Business Development Representatives who work directly with Sourcewell members on the project opportunities. • 20+ Engineering staff who support sales efforts and customer requests for special product applications.
27	Dealer network or other distribution methods.	Spacesaver sells all its products through its network of 45 independent small businesses (Spacesaver Area Contractors and Distributors) throughout the United States and Canada, as well as international locations; including Australia & Malaysia, Middle East (Dubai), Mexico, Hong Kong, United Kingdom and the Caribbean. Our contracted U.S. distributors are located throughout the United States and cover every geographic area with over 84 offices with staffs that provide customized storage solution consultations and installation and service to existing and new customers. Both the Salespeople and the service personnel employed by these exclusive distributors are factory-trained and certified at Spacesaver, through both onsite and online training. There are over 400 storage consultants employed by our area contractors and distributors, and all are experts in the sale of Spacesaver products and services to potential customers in every market: education, library, government, public safety, museums, healthcare, industrial and business organizations. As discussed above, we have included our listing of worldwide distributors – see The Spacesaver Group Distributor List.
28	Service force.	Spacesaver's Independent Dealer network has over 250 factory-trained and certified service and installation professionals employed throughout the United States, Canada, Australia, and the Middle East. At least 80% of their time and attention is focused on the installation and servicing of product at the member's or customer's location. Spacesaver also has four direct, full-time installation personnel who travel worldwide as needed and are dedicated to installation, service training, technical support and parts service.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Spacesaver's Authorized Distributors will respond to all Sourcewell Member requests for quotations, per the terms of the contract. The distributor will handle all purchase orders and invoicing issued by the member. The distributor will submit an order for manufacturing to Spacesaver with the Contract and member identified. Spacesaver then validates the member number and our system allows us to pull each order with contract pricing in order to report sales appropriately to Sourcewell.
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Spacesaver launched dedicated Customer Service, Sales Support, and Field Service departments in February 2015 at the same time we implemented Salesforce.com as our CRM to ensure visibility and timely follow up on customer inquiries. These departments support our distribution partners and decrease time to acknowledgement of all complete orders. Having these departments in place ensures prompt and efficient communication to our distribution network with a response-time goal of 24 hours or less which, in turn, allows our distributors to continually meet the delivery needs of Sourcewell members in an efficient and effective manner. Each of our distribution partners offers a complete customer service package – beginning with free space and storage needs assessment, and continuing on to proposing product solutions tailored to meet the specific needs of the member with drawings and quotations, and culminating in sales, delivery, installation, warranty, and ongoing service maintenance. These service packages are available to each Sourcewell member. In addition, our distribution partners provide onsite training to member personnel on product usage. Local sales and services are available if additional equipment is needed or if existing equipment would need service or modification.
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We have distribution partners covering every square mile of the United States, offering the full line of Spacesaver products and services, and as a result we are able to and willing to provide those products and services to Sourcewell participating entities throughout the United States.

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We have distribution partners covering every square kilometer of Canada, offering the full line of Spacesaver products and services, and as a result we are able to and willing to provide those products and services to Sourcewell participating entities throughout Canada. Spacesaver is presently promoting and servicing Sourcewell and Canoe members in Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We would service all areas of the United States and Canada through the proposed contract.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Spacesaver would fully serve all Sourcewell participating member market segments through the proposed contract.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Spacesaver does not have any specific requirements or restrictions which apply to Sourcewell Members located in Hawaii and Alaska and in US Territories, except as stated below. For shipments destined to other U.S. States (outside the 48 U.S. contiguous) or foreign territories, delivery will be made to a prearranged port. Members shall prepay all freight charges and any extra expenses resulting from requests for special delivery, shipping method, additional packaging required, and/or special carrier.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Spacesaver regularly promotes our partnership with Sourcewell in our overall marketing strategy, and has been doing so for the past 5+ years. We anticipate continuing and expanding our efforts to promote the contract as described more fully in the attached marketing plan. Note that the attached marketing plan includes links to additional marketing strategies and resources.	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	The Spacesaver Marketing Team is driven by data. We use a variety of tools to refine, support, and amplify our message. • SpecLink – We make it easy for architects to specify our products by making them available on this cloud-based specification platform. • BIMObject – We host over 100 Revit models on this popular design platform, allowing architects to seamlessly work our products into their layouts. • Salesforce portal – Allows easy access for the entire Spacesaver team and our sales reps to contracts information. • SEO and website analytics – We use GA4, and a variety of SEO tools to measure web traffic and drive engagement. • Social media analytics – Our active Facebook, Instagram, and LinkedIn accounts drive traffic to our website and provide new ways for prospective clients to learn from and interact with us. • Email analytics – We use the Marketing Cloud (formerly Pardot) platform, which integrates with Salesforce to help us track and follow up with prospective clients.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We anticipate that Sourcewell will continue to proactively provide educational materials in a variety of media to help us explain and raise awareness of the benefits of purchasing on the contract to our sales reps and prospective clients. These include tradeshow signage, team trainings, webinars, case studies, etc. We also anticipate that Sourcewell will release periodic communications to agencies that will promote Spacesaver's inclusion on the contract and highlight examples of our work.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Spacesaver does not currently and does not anticipate implementing an e-procurement ordering process for our product offering, due to the complexity and made-to-order configurability of our product offering.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Upon installation completion, a Spacesaver representative will do a complete walkthrough of all new equipment with the end customer. Training, at no additional cost to the member, will include: System operation, end user safety functions, maintenance, contact information, and any other end user questions. In addition, an Operators Instruction Manual will be provided for the specific system purchased. If requested, an operation plaque may be provided for continued end user instruction. Maintenance contracts are available for a fee from the local authorized distributor on a project-by-project basis.	*
41	Describe any technological advances that your proposed products or services offer.	This year, EZ Power for Powered Mobile Systems was launched. Requiring only a 20-amp wall outlet to operate our powered mobile systems, Spacesaver's EZ Power offers an easier method of connection - saving time and increasing efficiency. As not all organizations have quick access to electricians, EZ Power fulfills a demand for an alternative to a dedicated power source. With this innovative system in place, our powered mobile systems' full system UL Listing is maintained and installation has never been easier. Spacesaver launched our new TUSC™ platform with Bluetooth connectivity in 2019. This patent-pending technology allows end users and service technicians to access powered mobile systems via a smart device. The platform enables customers the ability to control powered mobile systems wirelessly. This new platform can be retro fitted to all existing Spacesaver Eclipse® Systems. LCD touchscreen technology has become part of our everyday lives. Striving for optimum ease-of-use and security, Spacesaver recently launched our own LCD touchscreen called, Touch Technology Control™. This new control is the standard on our Eclipse Powered System® mobile storage. Touch Technology provides the customer with the ability to fully customize the interface with graphics, colors, screensavers and languages to fit specific application needs. Controlled audit access is available making it an ideal system for a variety of markets and high-security applications. All existing Spacesaver Eclipse® Systems can be upgraded with these new LCD touchscreen controls.	*
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Spacesaver has always helped customers conserve space. Spacesaver is also committed to a sustainable future. Steps we've taken to reduce our environmental impact: • Use high-quality recycled steel • Recycle waste oil, raw steel, painted scrap, paper and packaging materials, and electronics • Use an on-site reverse osmosis water treatment system that discharges potable water • Redistribute heat from paint ovens throughout facility during winter • Maintain a 7-acre prairie and wetland area In addition, we're committed to producing high-quality products that endure for decades, reducing the need to continually purchase replacements.	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	SCS Indoor Advantage Gold Certification Please reference Sustainability folder – Attachments for more documentation regarding our sustainability efforts.	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Spacesaver is classified as a Large Business. Spacesaver sells all its products through its network of independent small businesses. Included in our distribution network are two women owned businesses and two service-disabled owned businesses.	*

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Spacesaver is not a one size fits all company. We don't simply sell products to our customers – we work with them to invent solutions. We strive to understand the complexities of our customers space challenges and create custom, unique, and complete solutions with value-add products that integrate optimal workflow, safety, and security within each unique structure. Spacesaver provides carriages with an integral retaining lip that secures storage housings to the carriages (unique to Spacesaver), a choice of three guidance types (other vendors have one type), over 12 types of rail to match guidance and application, multiple carriage capacities to fit the requirements of each customer, a variety of modes of operation, and state of the art safeties – all to provide a customized solution for each customer. In fact, over 60% of our projects include some sort of customized special component.	*
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Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Spacesaver has an emphasis on customer satisfaction and continuous improvement. The statement of warranty is our continued commitment that Spacesaver is dedicated to serving our customers. Please reference our attached Statement of Warranty – for full coverage by product, as warranties vary by product line.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	The warranty does not apply to any product which has been subject to misuse, negligence, or accident; has been damaged in shipment, storage, or installation; has been misapplied, has been modified or repaired by unauthorized persons or has been repaired with non-standard Spacesaver replacement parts. Please reference our attached Statement of Warranty for full details.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, labor is included at no cost to the end customer during the first year.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Spacesaver and our Authorized Dealer Network are authorized to sell and provide services in all 50 states, the District of Columbia, Canada and more. Spacesaver is not limited to any geographical area. Participating members will be provided service for warranty repair from the authorized distributor in their geographic area.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Spacesaver is the manufacturer and all products included in our proposal will be covered.	*
51	What are your proposed exchange and return programs and policies?	Spacesaver is a custom manufacturing company – with product specifically manufactured per customer order. Due to the nature of Spacesaver's products, design drawings and acceptance are an up-front requirement; consequently, all engineer-to-order or custom-designed systems will not be accepted as returned goods unless there is a Spacesaver error, or a recall or defect necessitates a return. Custom product orders cannot be cancelled once production has begun. All requests for returns will be reviewed by Spacesaver, and, if approved, subject to a 30% restocking fee. Please see our Return Goods Policy attached for complete details.	*
52	Describe any service contract options for the items included in your proposal.	Service contracts for Spacesaver products are available and negotiated at the local level directly between the Member and the Spacesaver Area Contractor/Distributor.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Net 30.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	We do not currently, nor have any plans to offer leasing options for our equipment. Some of our Independent Distributor partners may offer financing options to a Sourcewell member. Any financial options would need to be worked out between the member and our Authorized Distributor during the project quote phase.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Because all orders will be placed through one of our authorized distributors, we do not have a single set of standard transaction documents; each distributor has their own forms. The distributor will prepare a detailed quote to the Sourcewell member, and issue their own invoices with their own terms and conditions.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Although some of our Independent Distributor partners may accept P-card payment process, not all of them do. This type of payment option would need to be worked out between the member and our distributor prior to purchase.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Spacesaver is providing a percentage discount off our commercial product price list. To support our "green" initiatives, Spacesaver no longer provides printed copies of our price list. Spacesaver price lists are only available via electronic format (PDF). We have attached a copy of our commercial price list for your reference. Spacesaver does not have our price list posted publicly and asks that Sourcewell keep it on file for reference if a member should request pricing confirmation, upon award but not publish on their website. Spacesaver mobile systems are a customized solution with numerous options for size, laminate and paint finishes. We do not list a SKU # for every option in our price list. Spacesaver's distributor will work with each member on product selection and finishes.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The Spacesaver catalog provided shows each list price in U.S. dollars by part number. Spacesaver is proposing a tiered percentage discount range of 40.5% to 54% off list price based on the total list price by designated product categories per member project. Spacesaver's products are engineered-to-order based on the specific needs of the Member, this includes their storage requirements, space availability and limitations. As a result, a Spacesaver "product" is comprised of a multitude of line items. The line items are combined to develop the "product", and, in turn, the contract discount is applied. Within each product category a list price volume tier structure discount is applied to the commercial price list in effect at that time. Our distributor can provide each member a detailed quote by line item to ensure the Member that they are getting the correct discount based on the proposed solution. Please reference the Spacesaver Price Sheet document provided under the Pricing section of the RFP for the complete tiered discounts proposed.	*

59	Describe any quantity or volume discounts or rebate programs that you offer.	In addition to the tiered/quantity discounts indicated on the Spacesaver Price Sheet, Spacesaver allows participating public agencies to request an additional pricing review by Spacesaver or our Authorized Distributor if the volume for a project exceeds its highest tier discount proposed.	*
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Spacesaver and our distributor will assist members by providing a total storage solution that will meet their project scope. This includes "sourced" (non-Spacesaver product), non-standard or custom options. These Sourced, Open Market, Non-Standard or Custom items will be quoted per project based on size and scope. For Spacesaver manufactured, non-standard or custom items, we will attempt to ensure that pricing is consistent with our current discounting structure proposed on contract.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	High Density Mobile, Shelving and Storage Solutions by Spacesaver are customized solutions to meet the specific customer's need. No two solutions are the same. Our custom solutions require assembly and installation of hundreds of parts by a highly skilled, factory trained and certified installer or the warranty covering the system is void. Because the actual cost of installation can vary widely depending on the product involved, customer type, and geographic location of the installation, Spacesaver is proposing that installation be quoted by project to provide the best value, lowest cost to each buying entity based on the size and scope of their specific project. Spacesaver's Authorized Distributors would provide a quote for installation, inside delivery, and any other additional costs associated to the project directly to the Sourcewell member.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	The Spacesaver distribution partner will provide each member with a freight and inside delivery quote per project based on the size and scope of the member's specific project. This will provide the best value and lowest cost to each member. The shipping and delivery method will be agreed upon between the distributor and member prior to member purchase.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	The Spacesaver distributor will work with the Sourcewell member to select the carrier and shipping method that will provide the member with the best value, lowest cost option. Members will be invoiced for all freight charges and any extra expenses resulting from requests for a special delivery, shipping method, additional packaging required, or special carrier.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Spacesaver utilizes multiple delivery options to accommodate member's site conditions and specific needs. Shipment methods include; Standard LTL, Truckload or Parcel via FedEx or UPS. Our distribution partners provide options that allow members to ship full truckloads of product to the distributor warehouse to be redelivered in smaller trucks to the member's facility.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Spacesaver holds multiple contracts. Our objective is to keep pricing in line in our portfolio to provide the best value to our customers.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Spacesaver utilizes Salesforce.com as our contract communication tool. It allows us to store all the pricing, discounts and terms of each specific contract. It is one method we utilize to ensure proper pricing is used with each member project. In addition, Spacesaver has implemented Configuration software which our distribution partners utilize to submit manufacturing orders. This Configuration software allows Spacesaver the ability to upload per-contract pricing and discounts to ensure that members are receiving the proper pricing per the terms of the contract. Through this software, our distributors have the ability to provide each member a detailed quote per the contract terms. We capture a contract sale by an internally/externally applied contract number and member number, and after shipment, can pull information required to process administrative fees due and quarterly contract reporting to our contract partner.
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Spacesaver has implemented Business Intelligence (BI) software that automatically tracks and reports sales by contract, by market, by product and by our distributor partners. Sourcewell is the most utilized contract in our portfolio. We are already utilizing this information to get a better understanding of what member type is utilizing our contract to drive Go-To-Market campaigns, understand where we need to train our Distribution partners on the Contract benefits, and if there is potential for new product development based on member needs. Spacesaver also utilizes Salesforce to track potential sales opportunities with members to monitor the project through the entire sales cycle.
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Spacesaver would like to propose a 2% administrative fee calculated as a percentage of the contract sale price, to be payable to Sourcewell on a quarterly basis for facilitating, managing, and promoting the Sourcewell Contract.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	HIGH-DENSITY MOBILE SHELVING By mounting shelving or cabinets onto a carriage and rail system, mobile storage eliminates fixed aisles to compact your storage space. It's a simple concept that enables you to significantly increase your storage capacity or store the same amount of items in half the footprint. Simply put, it's a way to store more in less space. METAL SHELVING Every Spacesaver metal shelving unit is easy to install, reconfigure, and expand as your needs change over time. Made from heavy-duty steel and finished with durable powder-coat paint, these shelving units are built to last. Choose the right shelving unit for your needs, and then select accessories to extend your system's function. Custom end panels are available on request to create a more aesthetically pleasing design. ART RACKS / ART SCREENS Experience easy operation, security and increased storage capacity while keeping your hanging art collection protected and organized with Spacesaver's line of art racks. Spacesaver offers six types of art rack systems to provide compact storage solutions for your visual art collection. Spacesaver's art racks can be fitted with different screen options depending on your need and aesthetic preference. Add accessories to securely store artwork and make efficient use of space. DAY USE LOCKERS

		Day Use Lockers bring a unique blend of quality, flexibility, and aesthetics to offices, libraries, spas, and other spaces. They optimize form and function, providing secure storage for personal items inside a customizable and reconfigurable design. Modular sizes and a variety of finishes and locking options ensure a perfect fit for any space, and lockers can be moved or reconfigured as yours needs change. EVIDENCE STORAGE Each evidence locker is available with a wide range of features and options including pass-through evidence lockers, non-pass-through evidence lockers, standard keyless locking system, and ControLoc® Technology integration. FILING CABINET STORAGE Spacesaver Bi-File (two row) and Tri-File (three row) sliding storage systems are an affordable way to maximize storage capacity, since two or three rows of shelving are placed in nearly the same footprint. The front shelving sections are mounted on movable carriages that move laterally on a track, which allow access to the back row of stationary shelving. Our modular bin system, FrameWRX®, can also be installed on this system. Units are easy to relocate if necessary and the system is modular, which means that additional units can easily be added at a later date. LOCKER STORAGE Locker storage provides a secure way to protect personal property and valuable gear. Ideal for businesses, police departments, campuses, SWAT teams, and military units, lockers can be customized to suit any need. We offer dozens of configurable locker accessories to help you keep uniforms, personal items, weapons, electronics, and paperwork organized and close at hand. MODULAR STORAGE Commercial modular storage systems from Spacesaver are designed with flexibility in mind. Both the FrameWRX® Storage System and the EZ Rail Element ® are modular storage systems that are made up of vertical frames and horizontal rails that provide flexible, reconfigurable storage solutions that are able to change on the fly in your commercial space. The modular rail and frame concept allows for bins, shelves and other accessories to be arranged in any configuration in order to increase user visibility, ease of access and supply organization. Modular storage systems from Spacesaver have proven successful in a variety of commercial spaces from pharmacy environments and military armories, to bookstores and industrial maintenance rooms. MUSEUM STORAGE CABINETS Designed to protect collections, save space, and provide enduring solutions for institutions of all sizes, Spacesaver's line of museum cabinets represents the future of collections care. From preservation cabinets to specialized cabinets for botany, entomology, geology, and flat files, our museum cases are fully configurable and customizable to suit any need. We understand that no collection is standard, and we'll help design a storage solution to fit your collection, your facility, and your day-to-day processes. ROLLED TEXTILE RACKS Museums often need to preserve large textiles such as flags, rugs, and quilts, but folding these objects for long-term storage can result in creases that form along the folds. To avoid folding and associated damage, these items can be rolled onto tubes and loaded onto racks for compact storage. Spacesaver introduced cantilever racks for rolled textiles after our museum clients told us they wanted racks that were more versatile, more durable, and easier to use than existing products on the market. Our sturdy rolled textile racks can be sized to perfectly fit your collection. WEAPONS STORAGE Our weapons storage solutions ensure that a wide variety of weapons, from pistols to long guns, are kept accessible, secure, and at the ready. Spacesaver's products are designed and manufactured in the USA of heavy-duty steel, and they're used by the U.S. military, law enforcement agencies, and even in museums that need to store vintage weaponry.	
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	PRODUCTS: HIGH-DENSITY MOBILE • Low-Profile Moving Shelving Systems • Standard High-Density Mobile Storage • Heavy-Duty Mobile Storage Racking • Off-Site Archival Storage • Vertical Grow Mobile System Modes of Operation:	

Manual
Mechanical Assist
Powered

Safety Features:

Photo Sweep® Sensor for Powered Operations
Safety Sweep for Powered & Mechanical Assist Operations
Aisle Entry Sensor for Powered Operations
Zero Force Sensor® for Powered Operations

ART RACKS / ART SCREENS

- Carriage-Mounted Art Rack
- Floor-Supported Pull-Out Art Rack
- Hang-Glider Pro
- Lateral Art Rack
- Mod-Glider Pro™
- Wall-Mounted Art Rack

EVIDENCE STORAGE

- Evidence Lockers
- Refrigerated Evidence Lockers
- Narcotic Evidence Lockers
- Weapon Evidence Lockers

LOCKER STORAGE

- Day Use Lockers
- Freestyle® Personal Storage Locker
- Gear Lockers
- Unattended Security Lockers

METAL SHELVING

- 4-Post & Case-Type
- Cantilever
- FrameWRX®
- GROW Drying Cart
- Nantucket Drawers and Trays
- Widespan
- XTend® Static High-Bay Shelving

MUSEUM STORAGE CABINETS

- Preservation
- Entomology
- Botany
- Oversized Preservation Cabinet
- Archival

INDOOR AGRICULTURE

- GROW Mobile Systems
- GROW Drying Cart
- GROW Crosswalk
- Widespan GROW

WEAPONS STORAGE

- Universal™ Weapon Rack – UWR® Storage System
- Wall Mounted Gun Lockers

SERVICES:

All services provided by our Area Contractors are quoted on a per project basis. As each storage solution is unique, so are the needs of each individual buying entity. Our Area Contractors services include, but not limited to, the following:

- Determine storage needs based on an on-site assessment
- Assist with product selections, pricing, specifications, and color/finish selections

		•Provide project management from quote, order submittal, project completion, and training •Review advantages of using various storage methods •Discuss industry trends and storage life cycles •Assist in pre-project budget planning for cost and space comparison •Begin room plans and determine specific must have features •Review and coordinate all technical space requirements •Finalize all installation procedures and scheduling •Installation of systems by factory trained and certified teams •Relocation of existing Spacesaver products (disassembling, relocating, and re-installing) or System upgrade services •Provide facility management and in-service training •Assist in installation evaluation and review benefits •Provide warehouse space at no additional cost for up to thirty (30) days
71	Describe how your products will help participating entities organize their inventory of products.	Spacesaver provides customized solutions for any storage facilities' storage requirements. In addition to the use of existing shelving or cabinets – Spacesaver offers four post shelving, case type shelving, cantilever, and wide span shelving that is designed to be placed directly on the floor or integrated with our high-density mobile systems. Spacesaver high-density storage systems double storage capacity of existing floor space and our customized solutions improve organization, consolidate inventory, and improve efficiency and streamline workflow – all making inventory management simpler and more accurate.
72	Describe the ability to adapt your products through modification or replacement to address obsolescence resulting from advances in technology.	In 2006, Spacesaver introduced Eclipse Powered Systems®. Eclipse Powered Systems® have been and continue to be the easiest to use, most cost effective, and most flexible high-density mobile storage systems on the market. With state-of-art technology and room to grow, Eclipse was designed for the long haul. Spacesaver has always been dedicated to providing excellent value to our customers, including supporting our products for as long as possible. That said, equipment ages, technology advances, and our suppliers have ceased making many components needed to support our older powered systems. Spacesaver offers upgraded product enhancements for customers that may have purchased a Spacesaver powered mobile system prior to 2006. While these systems may still be in good operating conditions, these product enhancements replace obsolete components to updated electronic components that allows the customer to continue to use and service their existing systems. These upgrade/enhancement packages are a lower cost alternative to full system replacement and provide improved reliability, functionality and continued repairability.
73	Describe how any included software has improved the functionality and ease of use for your physical storage solutions.	All Spacesaver Powered Mobile systems include our patented TUSC® (Transforming Usable Space & Capability) platform with Bluetooth connectivity. This technology allows end users and service technicians to access powered mobile systems via a smart device through the use of two apps. End users are able to open and close aisles, enter and search for stored items, and see the system's safety status through the Control App. Spacesaver certified service technicians are able to use the Diagnostic App to improve service and reduce downtime.
74	Describe your project design approach and related applications of technology.	As discussed elsewhere, Sourcewell members will work directly with our authorized distributors to design their projects and ensure that all of the member's needs are met. Our distributors utilize configuration software to maximize the efficiency of an end customer's space and ensure that all system requirements are met. Because our solutions are custom designed and custom manufactured, each customer can be confident that their unique needs have been met. Our configuration software allows our authorized distributors to input space dimensions and any unusual barriers or issues with the customer's space, and maximize every available area for storage in a customer's designated storage space.

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
75	Bins	☐ Yes ☒ No	N/A	*

76	Lockers	☒ Yes ☐ No	Locker storage provides a secure way to protect personal property and valuable gear. Ideal for businesses, police departments, campuses, SWAT teams, and military units, lockers can be customized to suit any need. We offer dozens of configurable locker accessories to help keep uniforms, personal items, weapons, electronics, and paperwork organized and close at hand. Day Use Lockers offer sleek, secure storage for personal belongings in offices, libraries, clinics, and other areas. Our heavy-duty personal storage lockers are long-time favorites of police officers, first responders, and the military personnel. Securely store personal gear, including uniforms, boots, vests, personal weapons, and electronic devices. Choose from additional features like HVAC integration and benches for comfort and convenience. Gear Lockers offer a secure and compact way to store duty bags, field gear, and bulky equipment that can be accessed at a moment's notice. Unattended Security Lockers are an ideal solution for businesses that need to keep items such as hard drives, or other valuables secure until pickup.	*
77	Secure storage	☒ Yes ☐ No	Any confidential, sensitive, or proprietary files or materials can be stored safely and securely in an Eclipse Powered System. Easily prevent authorized access to selected aisles or even the entire system. The standard Touch Technology Control™, the optional TouchPad, or TUSC® Control App lets you regulate access to restricted aisles. Optional locks allow individual carriages to be key-locked in the closed-aisle position. The system can also be programmed to automatically close and lock itself. Freestyle® Personal Storage Lockers are available with several different lock options, including: no lock (hasp only for padlock), keyed lock, and combination lock, to provide secure storage of personal belongings. Day-Use Lockers feature the complete lineup of security options and are adaptable to any additional locking offers outside of our offering. Spacesaver offers RFID, keypad, combination, keyed, or hasp locks.	*
78	Vertical and horizontal shelving	☒ Yes ☐ No	Our 4-post and case shelving, as well as our cantilever library shelving, are highly configurable, flexible, and customizable. Made with pride in the USA, our shelving systems can be reconfigured, relocated, expanded, or mounted on our compact mobile systems as your needs change over time.	*

79	Racking systems	☒ Yes ☐ No	Spacesaver's ActivRAC® Mobilized Storage System eliminates idle aisles by mounting existing pallet racking or shelving onto mobile carriages that move along rails. These carriages have a load capacity of 3,000 to 30,000 lbs and are fitted with a host of safety and security features. The ability to anchor this mobile pallet racking system to existing concrete makes it a cost-effective solution for increasing capacity in any space, without the need for renovation or expansion.	*
80	Access and inventory control systems	☒ Yes ☐ No	Standard Keyless Locking System provide a secure chain of custody through Pass-Thru or Non-Pass-Thru processes, featuring a keyless evidence deposit option. ControLoc®, a built-in add-on feature to Spacesaver evidence lockers, allows only authorized personnel to access and store evidence with a locker during the filing and reporting process.	
81	Portable or mobile storage solutions	☒ Yes ☐ No	To help eliminate non-productive space created by fixed aisles, the shelving and cabinets of Spacesaver High-Density Mobile Systems are mounted on wheeled carriages that travel on rails. To initiate carriage movement, three basic modes of operation are available - Manual, Mechanically Assisted, and Powered. Spacesaver High-Density Mobile Storage Systems give you significantly greater storage capacity per square foot of floor space. In many applications, Spacesaver High-Density Mobile Storage Systems are three times more space efficient than conventional filing and shelving at half the cost. Investment costs can typically be recovered in two years or less. These savings continue year after year.	
82	Related software, hardware, accessories, design, assembly, and installation services complementary to a proposer's offering of storage solutions described in Line Items 75 - 81	☒ Yes ☐ No	Any software, hardware, and accessories necessary for proper functioning of our products as specified by the end customer will be included in a quote from any of our Area Contractors. Our Area Contractors provide comprehensive design, assembly, and installation services for all of our products, with a goal of providing turnkey storage solutions for our customers. Assembly and installation services are quoted on a project-by-project basis.	

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Pricing.zip - Tuesday November 07, 2023 11:50:48
 - [Financial Strength and Stability](#) - Financials.zip - Wednesday November 08, 2023 15:41:07
 - [Marketing Plan/Samples](#) - Marketing Plan.zip - Thursday November 09, 2023 08:37:02
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Warranty Information.zip - Tuesday November 07, 2023 12:02:00
 - Standard Transaction Document Samples (optional)
 - [Requested Exceptions](#) - RFP_110923_Physical_Storage_Contract_Template Spacesaver Redline.docx - Tuesday November 07, 2023 14:06:58
 - [Upload Additional Document](#) - Additional Documents.zip - Thursday November 09, 2023 08:45:46

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Steven G Anderson, Vice President of Finance, Spacesaver Corporation

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_1_Physical_Storage_RFP_110923 Wed October 25 2023 04:34 PM	☒	1

**Solicitation Number: RFP #110923****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Spacesaver Corporation, 1450 Janesville Avenue, Fort Atkinson, WI 53538 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Physical Storage Systems and Equipment with Related Software and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires December 29, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcwell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcwell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and

Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property to the extent such injury or death is caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
- 2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
- 3. *Use; Quality Control.*
 - a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
- 4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. **REQUIREMENTS.** At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-

1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is

hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and

disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or

liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

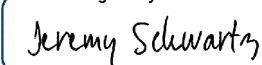
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

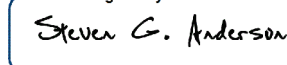
Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

110923-SPC

Sourcewell

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 12/21/2023 | 6:48 PM CST

Spacesaver Corporation

DocuSigned by:

By: A0B952BA794E494...
Steven G. Anderson
Title: Vice President of Finance
Date: 12/21/2023 | 5:14 PM CST

Approved:

DocuSigned by:

By: 48BAF71B0894454...
Chad Coauette
Title: Executive Director/CEO
Date: 12/21/2023 | 8:12 PM CST

RFP 110923 - Physical Storage Systems and Equipment with Related Software and Services

Vendor Details

Company Name: Spacesaver Corporation
Address: 1450 Janesville Avenue
Fort Atkinson, WI 53549
Contact: Stephanie Gulizia
Email: contracts@spacesaver.com
Phone: 920-563-0592
Fax: 920-563-0755
HST#: 39-1054756

Submission Details

Created On: Thursday September 21, 2023 09:27:13
Submitted On: Thursday November 09, 2023 10:10:40
Submitted By: Stephanie Gulizia
Email: contracts@spacesaver.com
Transaction #: 4524ccb5-3a8e-4825-a828-aaf15a4d4ae5
Submitter's IP Address: 71.13.152.36

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Spacesaver Corporation	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	None	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	None	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	SAM UEI: CRPCXJ5FCNV9	*
5	Proposer Physical Address:	1450 Janesville Avenue Fort Atkinson, WI 53538	*
6	Proposer website address (or addresses):	https://www.spacesaver.com/	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Steven G Anderson Vice President of Finance 1450 Janesville Avenue Fort Atkinson, WI 53538 sganderson@spacesaver.com 920-563-0650	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Stephanie Gulizia Contracts Manager 1450 Janesville Avenue Fort Atkinson, WI 53538 sgulizia@spacesaver.com 920-563-0592	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Stephanie Soleska Contracts Administrator 1450 Janesville Avenue Fort Atkinson, WI 53538 ssoleska@spacesaver.com 920-563-0591	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Spacesaver was founded in the small town of Fort Atkinson, Wisconsin more than 50 years ago. Dedicated to providing systems that maximize space, save energy, and increase productivity, our lineup of high-quality storage solutions allows users within a wide variety of markets to optimize their available space and create room for growth. Spacesaver's client base has expanded dramatically since those early days, and today we've completed more than 400,000 installations in the U.S. and around the world. Our clients include a wide variety of organizations, from manufacturers to military bases to museums. In 1998 Spacesaver became part of KI, an employee-owned global company headquartered in Green Bay, Wisconsin, that was founded in 1941. Our team of in-house engineers, project managers, and skilled manufacturers work with our extensive network of authorized distributors to provide our clients with well-designed, reliable, and aesthetically pleasing storage solutions. WE ARE PROBLEM SOLVERS. Spacesaver is committed to creating storage systems that save space, increase productivity, and decrease energy consumption. Our founder spearheaded the development of compact mobile storage in the United States, and our products are still engineered and manufactured in Wisconsin, USA. WE ARE INNOVATORS. We don't simply sell products to our clients—we work with them to invent solutions. We hold nearly 200 patents and have collaborated with the U.S. Marine Corps, public safety departments, and others to create new products that have gone on to become standards in their respective industries. WE ARE SOLUTION PROVIDERS. We strive to understand the complexities of our clients' space challenges and create complete solutions that integrate optimal workflow, safety, and security within each facility's unique structure. Our network of local distributors provides expertise from the earliest project design phases through product installation and maintenance, and we're committed to the highest standards of customer service.	*
11	What are your company's expectations in the event of an award?	Our goal, if awarded, is to continue to grow our ability to serve the Sourcwell members in providing the best storage solutions that will enable them to maximize space, save energy and increase productivity so they can focus on serving their communities. In partnership with Sourcwell, our expectation is that we would be able to continue to grow our sales efforts in the core markets of the Government and Education sectors through education and awareness of the contract benefits. Our expectation is that Spacesaver would participate in Sourcwell's continued efforts in proactively working with Cooperative Purchasing Organizations like NIGP to educate agencies nationally on the benefits of adopting the Sourcwell contract.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please find Spacesaver's Consolidated Financial Statements for the past 3 years, Surety Letter and a copy of our current insurance certificate attached for your review – reference folder labeled Financials.	*
13	What is your US market share for the solutions that you are proposing?	Spacesaver is a wholly owned subsidiary of KI, a privately held, 100 percent employee owned company, which prefers to keep certain information confidential. Spacesaver is the Industry Leader in High-Density Mobile Shelving Systems. Spacesaver defines our business via our Top Core Markets; Education/Library, Public Safety, Military/Government and Museums. Agriculture and K-12 Education are emerging markets for Spacesaver in 2024. We have dedicated Market Sales Managers in place that are committed to maintaining and growing our position in these markets.	*
14	What is your Canadian market share for the solutions that you are proposing?	Spacesaver has the same commitment to our Core Markets in Canada that we have throughout the United States. We will continue to grow and gain market share in Canada. We have a dedicated Distribution Sales Manager for Canada.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Spacesaver has never petitioned for bankruptcy protection.	*

16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Spacesaver is a manufacturer. Our distribution network is composed of independently owned and operated distributors in major cities throughout North America. The Spacesaver Group's local sales consultants, factory-certified technicians, and expert support staff all work together to bring the best in local sales and service. Spacesaver owes its success to this innovative network of independent small businesses (Spacesaver Area Contractors and Canadian Distributors) for sales, installation and services. Please see the attached list of our Distribution partners – reference document labeled The Spacesaver Group Distributor List. Spacesaver's exclusive distribution partners are experts in High Density Mobile System and Storage Solutions sales and services throughout the United States and Canada. Their experienced sales staff and Spacesaver factory trained and certified installers provide services that include consultation, new storage systems, relocations, modifications, and system add-ons. They are dedicated to meeting the needs of customers from the planning stages through installation and acceptance phases. In addition, all emergency service and maintenance calls have a typical maximum response time of 24 hours. When working with the Spacesaver Group, Sourcewell members will continue to experience an unparalleled level of creativity and industry expertise, resulting from our 50+ years of experience. Our group generates storage solutions that perfectly fit the member's specific needs.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Please find attached a listing of Spacesaver registrations - licenses per state for your review. Spacesaver is authorized to sell products and provide services in all 50 states, District of Columbia and Canada, either directly or through one of our authorized dealers. Spacesaver complies with applicable federal, state, local and industry laws for each purchasing member wherever they are located. Spacesaver does work with third party certified service providers, our Spacesaver Area Contractors and Distributors, which are required to be factory trained and certified for installation of Spacesaver Products to maintain Warranty. Spacesaver is ISO 9001:2015 Certified. Initially certified in October 1999, Spacesaver has continued to improve its business processes to ensure future compliance. Ultimately, Spacesaver is committed to on-time deliveries that are accurate and met with consistent, high-quality standards, and deliver solutions and product to our customers that provide the best value. Spacesaver's ISO 9001 certification attached.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Spacesaver has never been subject to any suspension or debarment at any time.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Spacesaver won Best of NeoCon in 2018 for our Day Use Lockers in the Space Dividers/Partitions/Screens category.	*
20	What percentage of your sales are to the governmental sector in the past three years	2020 – 6.2% 2021 – 5.65% 2022 – 6.28%	*
21	What percentage of your sales are to the education sector in the past three years	2020 – 32.01% 2021 – 25.61% 2022 – 25.66%	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Spacesaver holds cooperative purchasing agreements with groups such as Omnia, Vizient and Equalis. Spacesaver also holds up to 30 State/local government and University contracts. A growing number of State or local entities have adopted the Sourcwell cooperative as their lead contract. Annual Sales per GPO and State Contracts vary from \$20k - \$3 Million. Sourcwell is the most requested and utilized contract in Spacesaver's portfolio.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Until 2022, Spacesaver held two General Service Administration (GSA) contracts: Schedule 71, High Density Mobile Storage & Shelving: GS-28F-006BA; and Schedule 84, Law Enforcement & Security Equipment: GS-07F-022BA. In mid 2022, GS-07F-022BA was consolidated into GS-28F-006BA. Annual sales for both contracts together before consolidation, and for the consolidated contract post consolidation: 2020 - \$1,917,042 2021 - \$2,551,222 2022 - \$2,628,680	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Boston Public Library	James McGaffigan	617-635-0412	*
Canadian Museum and Science Center	Simon Aubin	613-880-4794	*
Saint John's University	Russel Klein	320-363-2011	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
College/University	Education	New Jersey - NJ	Supplied products and services	Approximately \$10K-\$316K	Approximately \$5.1M	*
State Government	Government	Pennsylvania - PA	Supplied products and services	Approximately \$2K-\$1M	Approximately \$3.7M	*
College/University	Education	Ohio - OH	Supplied products and services	Approximately \$6K-\$185K	Approximately \$3.6M	*
Federal Government	Government	District of Columbia - DC	Supplied products and services	Approximately \$1K-\$80K	Approximately \$2.3M	*
College/University-Library	Education	New Hampshire - NH	Supplied products and services	Approximately \$37K-\$117K	Approximately \$1.9M	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number

of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
26	Sales force.	Spacesaver employees 400 full- and part-time, direct employees covering all areas of our business including manufacturing at our headquarters located in Fort Atkinson, Wisconsin. Our dedicated staff is focused on supporting Sourcewell members with their storage needs. • 7 Sales Managers focused on growing sales in our Core Markets • 9 representatives on our Inside Sales Support and customer service teams, dedicated to serving our distribution partners • 12 Business Development Representatives who work directly with Sourcewell members on the project opportunities. • 20+ Engineering staff who support sales efforts and customer requests for special product applications.
27	Dealer network or other distribution methods.	Spacesaver sells all its products through its network of 45 independent small businesses (Spacesaver Area Contractors and Distributors) throughout the United States and Canada, as well as international locations; including Australia & Malaysia, Middle East (Dubai), Mexico, Hong Kong, United Kingdom and the Caribbean. Our contracted U.S. distributors are located throughout the United States and cover every geographic area with over 84 offices with staffs that provide customized storage solution consultations and installation and service to existing and new customers. Both the Salespeople and the service personnel employed by these exclusive distributors are factory-trained and certified at Spacesaver, through both onsite and online training. There are over 400 storage consultants employed by our area contractors and distributors, and all are experts in the sale of Spacesaver products and services to potential customers in every market: education, library, government, public safety, museums, healthcare, industrial and business organizations. As discussed above, we have included our listing of worldwide distributors – see The Spacesaver Group Distributor List.
28	Service force.	Spacesaver's Independent Dealer network has over 250 factory-trained and certified service and installation professionals employed throughout the United States, Canada, Australia, and the Middle East. At least 80% of their time and attention is focused on the installation and servicing of product at the member's or customer's location. Spacesaver also has four direct, full-time installation personnel who travel worldwide as needed and are dedicated to installation, service training, technical support and parts service.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Spacesaver's Authorized Distributors will respond to all Sourcewell Member requests for quotations, per the terms of the contract. The distributor will handle all purchase orders and invoicing issued by the member. The distributor will submit an order for manufacturing to Spacesaver with the Contract and member identified. Spacesaver then validates the member number and our system allows us to pull each order with contract pricing in order to report sales appropriately to Sourcewell.
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Spacesaver launched dedicated Customer Service, Sales Support, and Field Service departments in February 2015 at the same time we implemented Salesforce.com as our CRM to ensure visibility and timely follow up on customer inquiries. These departments support our distribution partners and decrease time to acknowledgement of all complete orders. Having these departments in place ensures prompt and efficient communication to our distribution network with a response-time goal of 24 hours or less which, in turn, allows our distributors to continually meet the delivery needs of Sourcewell members in an efficient and effective manner. Each of our distribution partners offers a complete customer service package – beginning with free space and storage needs assessment, and continuing on to proposing product solutions tailored to meet the specific needs of the member with drawings and quotations, and culminating in sales, delivery, installation, warranty, and ongoing service maintenance. These service packages are available to each Sourcewell member. In addition, our distribution partners provide onsite training to member personnel on product usage. Local sales and services are available if additional equipment is needed or if existing equipment would need service or modification.
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We have distribution partners covering every square mile of the United States, offering the full line of Spacesaver products and services, and as a result we are able to and willing to provide those products and services to Sourcewell participating entities throughout the United States.

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We have distribution partners covering every square kilometer of Canada, offering the full line of Spacesaver products and services, and as a result we are able to and willing to provide those products and services to Sourcewell participating entities throughout Canada. Spacesaver is presently promoting and servicing Sourcewell and Canoe members in Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We would service all areas of the United States and Canada through the proposed contract.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Spacesaver would fully serve all Sourcewell participating member market segments through the proposed contract.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Spacesaver does not have any specific requirements or restrictions which apply to Sourcewell Members located in Hawaii and Alaska and in US Territories, except as stated below. For shipments destined to other U.S. States (outside the 48 U.S. contiguous) or foreign territories, delivery will be made to a prearranged port. Members shall prepay all freight charges and any extra expenses resulting from requests for special delivery, shipping method, additional packaging required, and/or special carrier.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Spacesaver regularly promotes our partnership with Sourcewell in our overall marketing strategy, and has been doing so for the past 5+ years. We anticipate continuing and expanding our efforts to promote the contract as described more fully in the attached marketing plan. Note that the attached marketing plan includes links to additional marketing strategies and resources.	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	The Spacesaver Marketing Team is driven by data. We use a variety of tools to refine, support, and amplify our message. • SpecLink – We make it easy for architects to specify our products by making them available on this cloud-based specification platform. • BIMObject – We host over 100 Revit models on this popular design platform, allowing architects to seamlessly work our products into their layouts. • Salesforce portal – Allows easy access for the entire Spacesaver team and our sales reps to contracts information. • SEO and website analytics – We use GA4, and a variety of SEO tools to measure web traffic and drive engagement. • Social media analytics – Our active Facebook, Instagram, and LinkedIn accounts drive traffic to our website and provide new ways for prospective clients to learn from and interact with us. • Email analytics – We use the Marketing Cloud (formerly Pardot) platform, which integrates with Salesforce to help us track and follow up with prospective clients.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We anticipate that Sourcewell will continue to proactively provide educational materials in a variety of media to help us explain and raise awareness of the benefits of purchasing on the contract to our sales reps and prospective clients. These include tradeshow signage, team trainings, webinars, case studies, etc. We also anticipate that Sourcewell will release periodic communications to agencies that will promote Spacesaver's inclusion on the contract and highlight examples of our work.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Spacesaver does not currently and does not anticipate implementing an e-procurement ordering process for our product offering, due to the complexity and made-to-order configurability of our product offering.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Upon installation completion, a Spacesaver representative will do a complete walkthrough of all new equipment with the end customer. Training, at no additional cost to the member, will include: System operation, end user safety functions, maintenance, contact information, and any other end user questions. In addition, an Operators Instruction Manual will be provided for the specific system purchased. If requested, an operation plaque may be provided for continued end user instruction. Maintenance contracts are available for a fee from the local authorized distributor on a project-by-project basis.	*
41	Describe any technological advances that your proposed products or services offer.	This year, EZ Power for Powered Mobile Systems was launched. Requiring only a 20-amp wall outlet to operate our powered mobile systems, Spacesaver's EZ Power offers an easier method of connection - saving time and increasing efficiency. As not all organizations have quick access to electricians, EZ Power fulfills a demand for an alternative to a dedicated power source. With this innovative system in place, our powered mobile systems' full system UL Listing is maintained and installation has never been easier. Spacesaver launched our new TUSC™ platform with Bluetooth connectivity in 2019. This patent-pending technology allows end users and service technicians to access powered mobile systems via a smart device. The platform enables customers the ability to control powered mobile systems wirelessly. This new platform can be retro fitted to all existing Spacesaver Eclipse® Systems. LCD touchscreen technology has become part of our everyday lives. Striving for optimum ease-of-use and security, Spacesaver recently launched our own LCD touchscreen called, Touch Technology Control™. This new control is the standard on our Eclipse Powered System® mobile storage. Touch Technology provides the customer with the ability to fully customize the interface with graphics, colors, screensavers and languages to fit specific application needs. Controlled audit access is available making it an ideal system for a variety of markets and high-security applications. All existing Spacesaver Eclipse® Systems can be upgraded with these new LCD touchscreen controls.	*
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Spacesaver has always helped customers conserve space. Spacesaver is also committed to a sustainable future. Steps we've taken to reduce our environmental impact: • Use high-quality recycled steel • Recycle waste oil, raw steel, painted scrap, paper and packaging materials, and electronics • Use an on-site reverse osmosis water treatment system that discharges potable water • Redistribute heat from paint ovens throughout facility during winter • Maintain a 7-acre prairie and wetland area In addition, we're committed to producing high-quality products that endure for decades, reducing the need to continually purchase replacements.	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	SCS Indoor Advantage Gold Certification Please reference Sustainability folder – Attachments for more documentation regarding our sustainability efforts.	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Spacesaver is classified as a Large Business. Spacesaver sells all its products through its network of independent small businesses. Included in our distribution network are two women owned businesses and two service-disabled owned businesses.	*

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Spacesaver is not a one size fits all company. We don't simply sell products to our customers – we work with them to invent solutions. We strive to understand the complexities of our customers space challenges and create custom, unique, and complete solutions with value-add products that integrate optimal workflow, safety, and security within each unique structure. Spacesaver provides carriages with an integral retaining lip that secures storage housings to the carriages (unique to Spacesaver), a choice of three guidance types (other vendors have one type), over 12 types of rail to match guidance and application, multiple carriage capacities to fit the requirements of each customer, a variety of modes of operation, and state of the art safeties – all to provide a customized solution for each customer. In fact, over 60% of our projects include some sort of customized special component.	*
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Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Spacesaver has an emphasis on customer satisfaction and continuous improvement. The statement of warranty is our continued commitment that Spacesaver is dedicated to serving our customers. Please reference our attached Statement of Warranty – for full coverage by product, as warranties vary by product line.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	The warranty does not apply to any product which has been subject to misuse, negligence, or accident; has been damaged in shipment, storage, or installation; has been misapplied, has been modified or repaired by unauthorized persons or has been repaired with non-standard Spacesaver replacement parts. Please reference our attached Statement of Warranty for full details.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, labor is included at no cost to the end customer during the first year.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Spacesaver and our Authorized Dealer Network are authorized to sell and provide services in all 50 states, the District of Columbia, Canada and more. Spacesaver is not limited to any geographical area. Participating members will be provided service for warranty repair from the authorized distributor in their geographic area.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Spacesaver is the manufacturer and all products included in our proposal will be covered.	*
51	What are your proposed exchange and return programs and policies?	Spacesaver is a custom manufacturing company – with product specifically manufactured per customer order. Due to the nature of Spacesaver's products, design drawings and acceptance are an up-front requirement; consequently, all engineer-to-order or custom-designed systems will not be accepted as returned goods unless there is a Spacesaver error, or a recall or defect necessitates a return. Custom product orders cannot be cancelled once production has begun. All requests for returns will be reviewed by Spacesaver, and, if approved, subject to a 30% restocking fee. Please see our Return Goods Policy attached for complete details.	*
52	Describe any service contract options for the items included in your proposal.	Service contracts for Spacesaver products are available and negotiated at the local level directly between the Member and the Spacesaver Area Contractor/Distributor.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Net 30.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	We do not currently, nor have any plans to offer leasing options for our equipment. Some of our Independent Distributor partners may offer financing options to a Sourcewell member. Any financial options would need to be worked out between the member and our Authorized Distributor during the project quote phase.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Because all orders will be placed through one of our authorized distributors, we do not have a single set of standard transaction documents; each distributor has their own forms. The distributor will prepare a detailed quote to the Sourcewell member, and issue their own invoices with their own terms and conditions.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Although some of our Independent Distributor partners may accept P-card payment process, not all of them do. This type of payment option would need to be worked out between the member and our distributor prior to purchase.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Spacesaver is providing a percentage discount off our commercial product price list. To support our "green" initiatives, Spacesaver no longer provides printed copies of our price list. Spacesaver price lists are only available via electronic format (PDF). We have attached a copy of our commercial price list for your reference. Spacesaver does not have our price list posted publicly and asks that Sourcewell keep it on file for reference if a member should request pricing confirmation, upon award but not publish on their website. Spacesaver mobile systems are a customized solution with numerous options for size, laminate and paint finishes. We do not list a SKU # for every option in our price list. Spacesaver's distributor will work with each member on product selection and finishes.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The Spacesaver catalog provided shows each list price in U.S. dollars by part number. Spacesaver is proposing a tiered percentage discount range of 40.5% to 54% off list price based on the total list price by designated product categories per member project. Spacesaver's products are engineered-to-order based on the specific needs of the Member, this includes their storage requirements, space availability and limitations. As a result, a Spacesaver "product" is comprised of a multitude of line items. The line items are combined to develop the "product", and, in turn, the contract discount is applied. Within each product category a list price volume tier structure discount is applied to the commercial price list in effect at that time. Our distributor can provide each member a detailed quote by line item to ensure the Member that they are getting the correct discount based on the proposed solution. Please reference the Spacesaver Price Sheet document provided under the Pricing section of the RFP for the complete tiered discounts proposed.	*

59	Describe any quantity or volume discounts or rebate programs that you offer.	In addition to the tiered/quantity discounts indicated on the Spacesaver Price Sheet, Spacesaver allows participating public agencies to request an additional pricing review by Spacesaver or our Authorized Distributor if the volume for a project exceeds its highest tier discount proposed.	*
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Spacesaver and our distributor will assist members by providing a total storage solution that will meet their project scope. This includes "sourced" (non-Spacesaver product), non-standard or custom options. These Sourced, Open Market, Non-Standard or Custom items will be quoted per project based on size and scope. For Spacesaver manufactured, non-standard or custom items, we will attempt to ensure that pricing is consistent with our current discounting structure proposed on contract.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	High Density Mobile, Shelving and Storage Solutions by Spacesaver are customized solutions to meet the specific customer's need. No two solutions are the same. Our custom solutions require assembly and installation of hundreds of parts by a highly skilled, factory trained and certified installer or the warranty covering the system is void. Because the actual cost of installation can vary widely depending on the product involved, customer type, and geographic location of the installation, Spacesaver is proposing that installation be quoted by project to provide the best value, lowest cost to each buying entity based on the size and scope of their specific project. Spacesaver's Authorized Distributors would provide a quote for installation, inside delivery, and any other additional costs associated to the project directly to the Sourcewell member.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	The Spacesaver distribution partner will provide each member with a freight and inside delivery quote per project based on the size and scope of the member's specific project. This will provide the best value and lowest cost to each member. The shipping and delivery method will be agreed upon between the distributor and member prior to member purchase.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	The Spacesaver distributor will work with the Sourcewell member to select the carrier and shipping method that will provide the member with the best value, lowest cost option. Members will be invoiced for all freight charges and any extra expenses resulting from requests for a special delivery, shipping method, additional packaging required, or special carrier.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Spacesaver utilizes multiple delivery options to accommodate member's site conditions and specific needs. Shipment methods include; Standard LTL, Truckload or Parcel via FedEx or UPS. Our distribution partners provide options that allow members to ship full truckloads of product to the distributor warehouse to be redelivered in smaller trucks to the member's facility.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Spacesaver holds multiple contracts. Our objective is to keep pricing in line in our portfolio to provide the best value to our customers.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Spacesaver utilizes Salesforce.com as our contract communication tool. It allows us to store all the pricing, discounts and terms of each specific contract. It is one method we utilize to ensure proper pricing is used with each member project. In addition, Spacesaver has implemented Configuration software which our distribution partners utilize to submit manufacturing orders. This Configuration software allows Spacesaver the ability to upload per-contract pricing and discounts to ensure that members are receiving the proper pricing per the terms of the contract. Through this software, our distributors have the ability to provide each member a detailed quote per the contract terms. We capture a contract sale by an internally/externally applied contract number and member number, and after shipment, can pull information required to process administrative fees due and quarterly contract reporting to our contract partner.
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Spacesaver has implemented Business Intelligence (BI) software that automatically tracks and reports sales by contract, by market, by product and by our distributor partners. Sourcewell is the most utilized contract in our portfolio. We are already utilizing this information to get a better understanding of what member type is utilizing our contract to drive Go-To-Market campaigns, understand where we need to train our Distribution partners on the Contract benefits, and if there is potential for new product development based on member needs. Spacesaver also utilizes Salesforce to track potential sales opportunities with members to monitor the project through the entire sales cycle.
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Spacesaver would like to propose a 2% administrative fee calculated as a percentage of the contract sale price, to be payable to Sourcewell on a quarterly basis for facilitating, managing, and promoting the Sourcewell Contract.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	HIGH-DENSITY MOBILE SHELVING By mounting shelving or cabinets onto a carriage and rail system, mobile storage eliminates fixed aisles to compact your storage space. It's a simple concept that enables you to significantly increase your storage capacity or store the same amount of items in half the footprint. Simply put, it's a way to store more in less space. METAL SHELVING Every Spacesaver metal shelving unit is easy to install, reconfigure, and expand as your needs change over time. Made from heavy-duty steel and finished with durable powder-coat paint, these shelving units are built to last. Choose the right shelving unit for your needs, and then select accessories to extend your system's function. Custom end panels are available on request to create a more aesthetically pleasing design. ART RACKS / ART SCREENS Experience easy operation, security and increased storage capacity while keeping your hanging art collection protected and organized with Spacesaver's line of art racks. Spacesaver offers six types of art rack systems to provide compact storage solutions for your visual art collection. Spacesaver's art racks can be fitted with different screen options depending on your need and aesthetic preference. Add accessories to securely store artwork and make efficient use of space. DAY USE LOCKERS

		Day Use Lockers bring a unique blend of quality, flexibility, and aesthetics to offices, libraries, spas, and other spaces. They optimize form and function, providing secure storage for personal items inside a customizable and reconfigurable design. Modular sizes and a variety of finishes and locking options ensure a perfect fit for any space, and lockers can be moved or reconfigured as yours needs change. EVIDENCE STORAGE Each evidence locker is available with a wide range of features and options including pass-through evidence lockers, non-pass-through evidence lockers, standard keyless locking system, and ControLoc® Technology integration. FILING CABINET STORAGE Spacesaver Bi-File (two row) and Tri-File (three row) sliding storage systems are an affordable way to maximize storage capacity, since two or three rows of shelving are placed in nearly the same footprint. The front shelving sections are mounted on movable carriages that move laterally on a track, which allow access to the back row of stationary shelving. Our modular bin system, FrameWRX®, can also be installed on this system. Units are easy to relocate if necessary and the system is modular, which means that additional units can easily be added at a later date. LOCKER STORAGE Locker storage provides a secure way to protect personal property and valuable gear. Ideal for businesses, police departments, campuses, SWAT teams, and military units, lockers can be customized to suit any need. We offer dozens of configurable locker accessories to help you keep uniforms, personal items, weapons, electronics, and paperwork organized and close at hand. MODULAR STORAGE Commercial modular storage systems from Spacesaver are designed with flexibility in mind. Both the FrameWRX® Storage System and the EZ Rail Element ® are modular storage systems that are made up of vertical frames and horizontal rails that provide flexible, reconfigurable storage solutions that are able to change on the fly in your commercial space. The modular rail and frame concept allows for bins, shelves and other accessories to be arranged in any configuration in order to increase user visibility, ease of access and supply organization. Modular storage systems from Spacesaver have proven successful in a variety of commercial spaces from pharmacy environments and military armories, to bookstores and industrial maintenance rooms. MUSEUM STORAGE CABINETS Designed to protect collections, save space, and provide enduring solutions for institutions of all sizes, Spacesaver's line of museum cabinets represents the future of collections care. From preservation cabinets to specialized cabinets for botany, entomology, geology, and flat files, our museum cases are fully configurable and customizable to suit any need. We understand that no collection is standard, and we'll help design a storage solution to fit your collection, your facility, and your day-to-day processes. ROLLED TEXTILE RACKS Museums often need to preserve large textiles such as flags, rugs, and quilts, but folding these objects for long-term storage can result in creases that form along the folds. To avoid folding and associated damage, these items can be rolled onto tubes and loaded onto racks for compact storage. Spacesaver introduced cantilever racks for rolled textiles after our museum clients told us they wanted racks that were more versatile, more durable, and easier to use than existing products on the market. Our sturdy rolled textile racks can be sized to perfectly fit your collection. WEAPONS STORAGE Our weapons storage solutions ensure that a wide variety of weapons, from pistols to long guns, are kept accessible, secure, and at the ready. Spacesaver's products are designed and manufactured in the USA of heavy-duty steel, and they're used by the U.S. military, law enforcement agencies, and even in museums that need to store vintage weaponry.	
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	PRODUCTS: HIGH-DENSITY MOBILE • Low-Profile Moving Shelving Systems • Standard High-Density Mobile Storage • Heavy-Duty Mobile Storage Racking • Off-Site Archival Storage • Vertical Grow Mobile System Modes of Operation:	

Manual
Mechanical Assist
Powered

Safety Features:

Photo Sweep® Sensor for Powered Operations
Safety Sweep for Powered & Mechanical Assist Operations
Aisle Entry Sensor for Powered Operations
Zero Force Sensor® for Powered Operations

ART RACKS / ART SCREENS

- Carriage-Mounted Art Rack
- Floor-Supported Pull-Out Art Rack
- Hang-Glider Pro
- Lateral Art Rack
- Mod-Glider Pro™
- Wall-Mounted Art Rack

EVIDENCE STORAGE

- Evidence Lockers
- Refrigerated Evidence Lockers
- Narcotic Evidence Lockers
- Weapon Evidence Lockers

LOCKER STORAGE

- Day Use Lockers
- Freestyle® Personal Storage Locker
- Gear Lockers
- Unattended Security Lockers

METAL SHELVING

- 4-Post & Case-Type
- Cantilever
- FrameWRX®
- GROW Drying Cart
- Nantucket Drawers and Trays
- Widespan
- XTend® Static High-Bay Shelving

MUSEUM STORAGE CABINETS

- Preservation
- Entomology
- Botany
- Oversized Preservation Cabinet
- Archival

INDOOR AGRICULTURE

- GROW Mobile Systems
- GROW Drying Cart
- GROW Crosswalk
- Widespan GROW

WEAPONS STORAGE

- Universal™ Weapon Rack – UWR® Storage System
- Wall Mounted Gun Lockers

SERVICES:

All services provided by our Area Contractors are quoted on a per project basis. As each storage solution is unique, so are the needs of each individual buying entity. Our Area Contractors services include, but not limited to, the following:

- Determine storage needs based on an on-site assessment
- Assist with product selections, pricing, specifications, and color/finish selections

		•Provide project management from quote, order submittal, project completion, and training •Review advantages of using various storage methods •Discuss industry trends and storage life cycles •Assist in pre-project budget planning for cost and space comparison •Begin room plans and determine specific must have features •Review and coordinate all technical space requirements •Finalize all installation procedures and scheduling •Installation of systems by factory trained and certified teams •Relocation of existing Spacesaver products (disassembling, relocating, and re-installing) or System upgrade services •Provide facility management and in-service training •Assist in installation evaluation and review benefits •Provide warehouse space at no additional cost for up to thirty (30) days
71	Describe how your products will help participating entities organize their inventory of products.	Spacesaver provides customized solutions for any storage facilities' storage requirements. In addition to the use of existing shelving or cabinets – Spacesaver offers four post shelving, case type shelving, cantilever, and wide span shelving that is designed to be placed directly on the floor or integrated with our high-density mobile systems. Spacesaver high-density storage systems double storage capacity of existing floor space and our customized solutions improve organization, consolidate inventory, and improve efficiency and streamline workflow – all making inventory management simpler and more accurate.
72	Describe the ability to adapt your products through modification or replacement to address obsolescence resulting from advances in technology.	In 2006, Spacesaver introduced Eclipse Powered Systems®. Eclipse Powered Systems® have been and continue to be the easiest to use, most cost effective, and most flexible high-density mobile storage systems on the market. With state-of-art technology and room to grow, Eclipse was designed for the long haul. Spacesaver has always been dedicated to providing excellent value to our customers, including supporting our products for as long as possible. That said, equipment ages, technology advances, and our suppliers have ceased making many components needed to support our older powered systems. Spacesaver offers upgraded product enhancements for customers that may have purchased a Spacesaver powered mobile system prior to 2006. While these systems may still be in good operating conditions, these product enhancements replace obsolete components to updated electronic components that allows the customer to continue to use and service their existing systems. These upgrade/enhancement packages are a lower cost alternative to full system replacement and provide improved reliability, functionality and continued repairability.
73	Describe how any included software has improved the functionality and ease of use for your physical storage solutions.	All Spacesaver Powered Mobile systems include our patented TUSC® (Transforming Usable Space & Capability) platform with Bluetooth connectivity. This technology allows end users and service technicians to access powered mobile systems via a smart device through the use of two apps. End users are able to open and close aisles, enter and search for stored items, and see the system's safety status through the Control App. Spacesaver certified service technicians are able to use the Diagnostic App to improve service and reduce downtime.
74	Describe your project design approach and related applications of technology.	As discussed elsewhere, Sourcewell members will work directly with our authorized distributors to design their projects and ensure that all of the member's needs are met. Our distributors utilize configuration software to maximize the efficiency of an end customer's space and ensure that all system requirements are met. Because our solutions are custom designed and custom manufactured, each customer can be confident that their unique needs have been met. Our configuration software allows our authorized distributors to input space dimensions and any unusual barriers or issues with the customer's space, and maximize every available area for storage in a customer's designated storage space.

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
75	Bins	☐ Yes ☒ No	N/A	*

76	Lockers	☒ Yes ☐ No	Locker storage provides a secure way to protect personal property and valuable gear. Ideal for businesses, police departments, campuses, SWAT teams, and military units, lockers can be customized to suit any need. We offer dozens of configurable locker accessories to help keep uniforms, personal items, weapons, electronics, and paperwork organized and close at hand. Day Use Lockers offer sleek, secure storage for personal belongings in offices, libraries, clinics, and other areas. Our heavy-duty personal storage lockers are long-time favorites of police officers, first responders, and the military personnel. Securely store personal gear, including uniforms, boots, vests, personal weapons, and electronic devices. Choose from additional features like HVAC integration and benches for comfort and convenience. Gear Lockers offer a secure and compact way to store duty bags, field gear, and bulky equipment that can be accessed at a moment's notice. Unattended Security Lockers are an ideal solution for businesses that need to keep items such as hard drives, or other valuables secure until pickup.	*
77	Secure storage	☒ Yes ☐ No	Any confidential, sensitive, or proprietary files or materials can be stored safely and securely in an Eclipse Powered System. Easily prevent authorized access to selected aisles or even the entire system. The standard Touch Technology Control™, the optional TouchPad, or TUSC® Control App lets you regulate access to restricted aisles. Optional locks allow individual carriages to be key-locked in the closed-aisle position. The system can also be programmed to automatically close and lock itself. Freestyle® Personal Storage Lockers are available with several different lock options, including: no lock (hasp only for padlock), keyed lock, and combination lock, to provide secure storage of personal belongings. Day-Use Lockers feature the complete lineup of security options and are adaptable to any additional locking offers outside of our offering. Spacesaver offers RFID, keypad, combination, keyed, or hasp locks.	*
78	Vertical and horizontal shelving	☒ Yes ☐ No	Our 4-post and case shelving, as well as our cantilever library shelving, are highly configurable, flexible, and customizable. Made with pride in the USA, our shelving systems can be reconfigured, relocated, expanded, or mounted on our compact mobile systems as your needs change over time.	*

79	Racking systems	☒ Yes ☐ No	Spacesaver's ActivRAC® Mobilized Storage System eliminates idle aisles by mounting existing pallet racking or shelving onto mobile carriages that move along rails. These carriages have a load capacity of 3,000 to 30,000 lbs and are fitted with a host of safety and security features. The ability to anchor this mobile pallet racking system to existing concrete makes it a cost-effective solution for increasing capacity in any space, without the need for renovation or expansion.	*
80	Access and inventory control systems	☒ Yes ☐ No	Standard Keyless Locking System provide a secure chain of custody through Pass-Thru or Non-Pass-Thru processes, featuring a keyless evidence deposit option. ControLoc®, a built-in add-on feature to Spacesaver evidence lockers, allows only authorized personnel to access and store evidence with a locker during the filing and reporting process.	
81	Portable or mobile storage solutions	☒ Yes ☐ No	To help eliminate non-productive space created by fixed aisles, the shelving and cabinets of Spacesaver High-Density Mobile Systems are mounted on wheeled carriages that travel on rails. To initiate carriage movement, three basic modes of operation are available - Manual, Mechanically Assisted, and Powered. Spacesaver High-Density Mobile Storage Systems give you significantly greater storage capacity per square foot of floor space. In many applications, Spacesaver High-Density Mobile Storage Systems are three times more space efficient than conventional filing and shelving at half the cost. Investment costs can typically be recovered in two years or less. These savings continue year after year.	
82	Related software, hardware, accessories, design, assembly, and installation services complementary to a proposer's offering of storage solutions described in Line Items 75 - 81	☒ Yes ☐ No	Any software, hardware, and accessories necessary for proper functioning of our products as specified by the end customer will be included in a quote from any of our Area Contractors. Our Area Contractors provide comprehensive design, assembly, and installation services for all of our products, with a goal of providing turnkey storage solutions for our customers. Assembly and installation services are quoted on a project-by-project basis.	

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Pricing.zip - Tuesday November 07, 2023 11:50:48
 - [Financial Strength and Stability](#) - Financials.zip - Wednesday November 08, 2023 15:41:07
 - [Marketing Plan/Samples](#) - Marketing Plan.zip - Thursday November 09, 2023 08:37:02
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Warranty Information.zip - Tuesday November 07, 2023 12:02:00
 - Standard Transaction Document Samples (optional)
 - [Requested Exceptions](#) - RFP_110923_Physical_Storage_Contract_Template Spacesaver Redline.docx - Tuesday November 07, 2023 14:06:58
 - [Upload Additional Document](#) - Additional Documents.zip - Thursday November 09, 2023 08:45:46

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Steven G Anderson, Vice President of Finance, Spacesaver Corporation

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_1_Physical_Storage_RFP_110923 Wed October 25 2023 04:34 PM	☒	1

SPACESAVER CORPORATION Area Contractor/Distributor Directory (Revised February 2023)			
AC #	Area Contractor/Distributor	Region	State(s) in PAR
1	AOS Interior Environments	United States	AR, LA, MS
23	Bradford Systems Corporation	United States	IL, IN, MO, WI
141	Diversified Storage Solutions	United States	DE, NJ, PA, WV
178	Donnegan Systems, Inc.	United States	CT, MA, ME, NH, RI, VT, NY
113	Henderson Johnson Co., Inc.	United States	NY, PA
179	Interior Solutions	United States	AZ
195	McMurray Stern	United States	Los Angeles, CA
192	Mid-America Business Systems	United States	MN, ND, SD
136	Midwest Storage Solutions, Inc.	United States	IA, NE
63	Modern Office Systems, Inc.	United States	NJ, NY
200	Motus Space Solutions	United States	CO, NM, TX, WY
166	Patterson Pope	United States	AR, NC, SC, VA, WV, AL, GA, MS, IN, OH, KY, TN, FL
130	Southwest Solutions Group, Inc.	United States	KS, MO, OK, TX, AK, ID, MT, WA
154	Spacesaver Intermountain, LLC	United States	ID, UT, WY, San Diego, CA, NV
26	Spacesaver Specialists, Inc.	United States	OR, WA
173	Spacesaver Storage Solutions, LLC	United States	VA, WV
35	Spacesaver Systems, Inc. (MD)	United States	DC,MD, VA, WV
123	STORAGELogic of Maryland, Inc.	United States	MD
114	Systems & Space, Inc.	United States	Central and Northern CA
8	The Casper Corporation	United States	MI
95	The Systemcenter, Inc.	United States	HI, Pacific Rim

AC#	Canadian Distributors	Region	Province
129	Ergo Office	Canada	Saulte Ste Marie,Central Ontario
174	HBI Office Plus	Canada	Regina, Saskatchewan
108	Heritage Business Interiors, Inc.	Canada	Calgary, Alberta
101	Hi-Cube Storage Products	Canada	British Columbia
175	Kanstor	Canada	Newfoundland
193	Les Solutions Spacesaver, Inc.	Canada	Montreal, Quebec
194	Shannon's Storage Solutions	Canada	Manitoba, Western Ontario
103	Spacesaver Solutions, Inc.	Canada	Toronto, Ontario, Mississauga
196	Spacesaver Solutions, Inc. -Ottawa	Canada	Eastern Ontario
132	Storage Solutions of Alberta	Canada	Edmonton, Alberta
198	Stor-It Systems Ltd	Canada	New Brunswick, Nova Scotia, Prince Edward Island

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to issue a purchase order to Pinnacle Staffing Group in the amount of \$211,047.00 for citywide custodial services.

Recommendations:

Staff recommends issuance of a contract to Pinnacle Staffing Group.

Background:

The Parks, Recreation, & Tourism Department and Power and Light Department contract their custodial needs. The City employs 5 full time Custodians to clean various city buildings not covered under this contract.

The Procurement Division issued an Invitation to Bid (ITB) #24021 on April 17, 2024, for Custodial Services. The ITB was published through the Public Purchase e-procurement website, which notified (103) potential bidders; (16) accessed the ITB.

The ITB closed on May 9, 2024. Six (6) bids were received.

After staff review, Pinnacle Staffing Group's bid was determined to be the lowest responsive and responsible bid. The Parks, Recreation, and Tourism Department has used Pinnacle Staffing Group for their custodial needs since 2019.

Approval of this item authorizes change orders up to ten (10) percent of the authorized amount, providing appropriations are available.

Emergency Justification:**Fiscal Impact:**

IPL - The fiscal impact to the City totals \$113,568. Funding will be included in the fiscal year 2024-2025 proposed budget, page 269, \$94,640, from 020612-5211, Other Operating Expenses and page 260, \$18,928, from 0206140-5211, Professional Services.

Parks, Recreation & Tourism - The fiscal impact to the City totals \$97,479. Funding is included in the fiscal year 2024-25 proposed budget, page 123, \$3,785, from 0126040-5211, Other Operating Expenses; page 126, \$26,499, from 0126043-5211, Other Operating Expenses; page 130, \$6,625, from 0126047-5211, Other Operating Expenses, page 131, \$37,856, from 0126048-5211, Other Operating Expenses; page 135, \$22,714, from 0046063-5211, Other Operating Expenses.

Council Action:

Department / Contact	Parks, Recreation and Tourism /
---------------------------------	---------------------------------

REVIEWERS

Morris Heide
Jeremy Cover
Morris Heide
Meagan Borth
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Custodial ITB#24021 Bid Summary
2. Custodial ITB#24021 Bid Detail

Invitation to Bid ITB #24021 - Custodial Services for City of Independence
Bid Closing Date May 9, 2024

<u>Vendor</u>	<u>Annual Total</u>
AgTac Services, LLC	\$ 279,811.48
City Wide Maintenance	\$ 267,540.00
J & R Investments	\$ 243,516.00
Mija Cleaners & Remodeling LLC	\$ 430,768.00
Pinnacle Staffing Group	\$ 211,047.20
Service Systems Inc	\$ 264,040.92

***Pinnacle Staffing Group recommended for award based on being lowest bid.**

Vendor					AgTac Services, LLC		City Wide Maintenance		J & R Investments		Mija Cleaners & Remodeling LLC		*Pinnacle Staffing Group*		Service Systems Inc	
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	Unit Price	Total Price
Item 1.1	Power & Light Service Center	Power & Light Service Center, 21500 E. Truman Road; Independence, MO Cleaning hours: 7:00 AM to 3:30 PM, Mon - Fri. Average hours per week: 60 Square footage: 6,995	60	hourly	\$ 24.13	\$ 1,447.80	\$ 23.00	\$ 1,380.00	\$ 21.00	\$ 1,260.00	\$ 37.00	\$ 2,220.00	\$ 18.20	\$ 1,092.00	\$ 22.77	\$ 1,366.20
Item 1.2	Blue Valley Power Plant	Blue Valley Power Plant, 21500 East Truman Road; Independence, MO Cleaning hours: 7:00 AM to 3:30 PM, Mon - Fri. Average hours per week: 20 Square footage: 6,000	20	hourly	\$ 24.13	\$ 482.60	\$ 23.00	\$ 460.00	\$ 21.00	\$ 420.00	\$ 37.00	\$ 740.00	\$ 18.20	\$ 364.00	\$ 22.77	\$ 455.40
Item 1.3	Independence Utilities Center (IUC)	Independence Utilities Center (IUC), 17221 E 23rd Street S, Independence, MO Cleaning hours: 7:00 AM to 3:30 PM, Mon - Fri. Average hours per week: 40 Square footage: 45,000	40	hourly	\$ 24.13	\$ 965.20	\$ 23.00	\$ 920.00	\$ 21.00	\$ 840.00	\$ 37.00	\$ 1,480.00	\$ 18.20	\$ 728.00	\$ 22.77	\$ 910.80
Item 1.4	Sermon Center	Sermon Center, 201 N Dodgion, Independence, MO Cleaning hours: 8:30 AM to 5:00 PM, Tues - Sat. Average hours per week: 40 Square footage: 24,510	40	hourly	\$ 24.13	\$ 965.20	23.00 T-F (32 hours) and 25.00 Sat (8 hours)	\$ 936.00	\$ 21.00	\$ 840.00	\$ 37.00	\$ 1,480.00	\$ 18.20	\$ 728.00	\$ 22.77	\$ 910.80
Item 1.5	Palmer Center	Palmer Center, 218-A N Pleasant, Independence, MO Cleaning hours: 8:00 AM to 2:00 PM Mon-Fri. Average hours per week: 28 Square footage: 19,543	28	hourly	\$ 24.13	\$ 675.64	\$ 23.00	\$ 644.00	\$ 21.00	\$ 588.00	\$ 37.00	\$ 1,036.00	\$ 18.20	\$ 509.60	\$ 22.77	\$ 637.56
Item 1.6	Truman Memorial Building	Truman Memorial Building, 416 W Maple, Independence, MO Cleaning hours: 9:00 AM to 5:30 PM Mon-Fri. Average hours per week: 24 Square footage: 24,641*	24	hourly	\$ 24.13	\$ 579.12	\$ 23.00	\$ 552.00	\$ 21.00	\$ 504.00	\$ 37.00	\$ 888.00	\$ 18.20	\$ 436.80	\$ 22.77	\$ 546.48
Item 1.7	George Owens Nature Center	George Owens Nature Center, 1601 S Speck Road, Independence, MO Cleaning hours: 9:00 AM to 2:00 PM, Tues & Fri. Average hours per week: 4 Square footage: 725*	4	hourly	\$ 24.13	\$ 96.52	\$ 23.00	\$ 92.00	\$ 21.00	\$ 84.00	\$ 40.00	\$ 160.00	\$ 18.20	\$ 72.80	\$ 22.77	\$ 91.08
Item 1.8	Independence Uptown Market	Independence Uptown Market, 211 W Truman Rd, Independence, MO Cleaning hours: 8:00 AM to 2:00 PM, Tues & Fri. Average hours per week: 7 Square footage: 6,000 *Cleaning hours may vary if the space is in use. Coordination with City Staff will be necessary for this location.	7	hourly	\$ 24.13	\$ 168.91	\$ 23.00	\$ 161.00	\$ 21.00	\$ 147.00	\$ 40.00	\$ 280.00	\$ 18.20	\$ 127.40	\$ 22.77	\$ 159.39
Item 1.9	Various Locations, upon request	Special Events - Monday through Friday 8:00 am-5:00 pm as requested	1	hourly	\$ 24.13	\$ 24.13	\$ 23.00	\$ 23.00	\$ 21.00	\$ 21.00	\$ 47.00	\$ 47.00	\$ 18.20	\$ 18.20	\$ 22.77	\$ 22.77
Item 1.10	Various Locations, upon request	Special Events - evening and weekends as requested	1	hourly	\$ 36.20	\$ 36.20	\$ 25.00	\$ 25.00	\$ 21.00	\$ 21.00	\$ 47.00	\$ 47.00	\$ 18.20	\$ 18.20	\$ 22.77	\$ 22.77
TOTAL Weekly Cost					\$ 5,441.32		\$ 5,193.00		\$ 4,725.00		\$ 8,378.00		\$ 4,095.00		\$ 5,123.25	
TOTAL Weekly Cost Adjusted for Items 1.9 and 1.10 As Needed Services (not included in regular service totals)					\$ 5,380.99		\$ 5,145.00		\$ 4,683.00		\$ 8,284.00		\$ 4,058.60		\$ 5,077.71	
TOTAL Annual Cost without Special Events (As Needed Services)					\$ 279,811.48		\$ 267,540.00		\$ 243,516.00		\$ 430,768.00		\$ 211,047.20		\$ 264,040.92	

*Pinnacle Staffing Group recommended for award based on being lowest bid.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to issue a purchase order to ITERIS, Inc. for an amount not to exceed \$81,187.52 for traffic signal detection equipment.

Recommendations:

Council approval is recommended.

Background:

Traffic signal detection equipment is replaced occasionally and most frequently during maintenance activities in conjunction with a CIP project when new pavement impacts the induction loops within the pavement or at the need of a detection system's useful life (approximately 10 years). It has been best practice to replace loops in the pavement with non-invasive detection such as video detection systems, when feasible. There are currently multiple signalized intersections that have aged intersection detection that causes frequent maintenance activity and traffic signal systems to function suboptimally, impacting the daily travel of motorists.

Municipal Services and Independence Power & Light staff have coordinated on a specific type of video detection unit to be used throughout the City for equipment standardization and ease of maintenance. Staff obtained a quote for 4 video detection systems to be purchased by MS and installed by IPL at 4 signalized intersections to address problems with signal operations, aged infrastructure no longer supported, and/or frequent customer complaints.

The following locations are currently the top priority for replacement:

1. 39th St. at Lee's Summit Rd.
2. Lee's Summit Rd. at 42nd St. (Home Depot Signal)
3. Noland Rd. at 35th St.
4. Noland Rd. at Gudgell Ave.

This is a budgeted capital outlay purchase.

Emergency Justification:**Fiscal Impact:**

The fiscal impact to the City is \$81,187.52. Funding for the purchase and replacement of traffic video detection technology is included in the FY 24 adopted budget, page number 273, account number 0025011-5406.

Council Action:

Council approval is recommended.

Department / **Municipal Services /**
Contact

REVIEWERS

Lisa Reynolds
Jeremy Cover
Meagan Borth
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Iteris Next Video Detection Systems - Pricing Quote
2. Sole Source Form - Iteris - Video Detection



Iteris, Inc.
1700 Carnegie Avenue
Suite 100
Santa Ana, CA 92705-5551

Max Wainscott
mwainscott@iteris.com

EQUIPMENT QUOTATION

Quote #00015189

May 22, 2024

Mark Green
17221 East 23rd Street South
Independence, Missouri 64057
mgreen@indepmo.org

Agency: City of Independence, MO
Contractor:
Project Name: City of Independence - Next System Quote
Reference: City of Independence - Next System Quote

Delivery Term: FOB Destination
Payment Terms: NET 30 Days

Fax or email Purchase Orders to: Max Wainscott, or mwainscott@iteris.com. Please include Quote Number on your Purchase Order. Prices are valid for 30 days from the date of quote unless extended in writing. Prices on this quote include material only unless otherwise stated. For questions regarding this quotation, please contact the representative listed above.

Iteris						
Product Name	Product Description	Qty	List Price	Discount %	Unit Price	Ext. Price
CAT5E-SHLD-CABLE	1000 Ft. Spool, Outdoor, UV Resistant, CAT5E Bulk Cable	4	\$315.00	6	\$296.10	\$1,184.40
NEXT-SYS-4-SM-TS2	4 Camera Vantage Next System with Shelf-Mount CCU for TS2 applications. Includes 1x NEXT-CCU-SM4-TS2, 4x NEXT-CAM, and all ship kits.	4	\$21,203.00	10	\$19,082.70	\$76,330.80
TS2CABLE	TS2 SDLC cable, 8 ft., DB15 to DB15 connector with connector locks	4	\$42.00		\$42.00	\$168.00
						\$77,683.20

Pelco						
Product Name	Product Description	Qty	List Price	Discount %	Unit Price	Ext. Price
PELCO0175	Pelco Camera Bracket - stainless steel hardware, 6ft. pole	16	\$233.00	6	\$219.02	\$3,504.32
						\$3,504.32

Important Notes:

This quotation and any resulting order are subject to Iteris' Roadway Sensor Products Standard Terms and Conditions of Sale attached hereto or available at <http://www.iteris.com/RS-Std-TC.pdf>, which are incorporated herein by this reference.

Authorized Signature:

Max Wainscott

SUBTOTAL	\$81,187.52
FREIGHT	Allowed
TAX	\$0.00
TOTAL:	\$81,187.52



INDEPENDENCE

* FINANCE & ADMINISTRATION *

PROCUREMENT LIMITED SOURCE JUSTIFICATION Purchases Above \$5,000

A Limited source is defined as:

A purchase that is clearly and legitimately limited to a single source or supply.

- A. If more than one company can respond to your specifications, it is not a Limited source.
- B. The use of Limited source purchases shall be limited only to specific instances, which are totally justified to satisfy compatibility or technical performance needs.

All Limited source purchases shall follow the City of Independence Procurement Policy Section 13.A - B.

I REQUEST THAT THE REFERENCED PURCHASE BE DECLARED A LIMITED SOURCE PURCHASE.

Proposed supplier name and address: ITERIS, Inc.
1700 Carnegie Avenue, Suite 100
Santa Ana, CA 92705-5551

Estimated cost: \$81,187.52

Purchase Requisition #: 20243719

Munis Vendor ID # 201325
Or attach Supplier's W-9 Form

This is a Limited or Limited source purchase because (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 the justification for Limited source is "Standardization" then additional supporting documentation must be provided. *
- Procurements of items which the City has established a standard of designating a brand name or manufacturer or by pre-approving via testing shall be competitively bid if there is more than one supplier for the item.

Describe the proposed goods or services.	Limited Source is for the Iteris Vantage Next WDR Camera & Vantage Next CCU. These are generally purchased together for a complete system called the Vantage Next-Sys. Replacement parts may be purchased separately. Additional appertinences and ancillary parts are a part of the cost of this purchase and are similar cost to other suppliers.
What are the specific <u>necessary</u> features that this supplier provides that are not available from other suppliers?	Video Detection Equipment Standardization. Iteris, Inc. is the manufacturer of the equipment used in the City for ease of maintenance and operations related to signalized intersection detection.
Describe your efforts to identify other potential sources and how similar goods or services are <u>unable</u> to meet the required objective.	Iteris, Inc. is the manufacturer of the equipment and began supplying this system directly to customers in 2022. It is no longer supplied by other vendors in Missouri.
^A Testing and Evaluations performed to support standardization.	Previous review of equipment and purchasing have led to using this video detection system for ease of maintenance and operations.

*How will standardization support the department/agency?	Ease of maintenance and operations. Reduces time spent on repairs, replacements, and reviewing customer concerns to correct traffic signal timing and detection concerns.
Is this a one-time procurement? ☐ No* ☒ Yes	*On-going Limited Source procurement requires justification to be renewed every two years. As these units fail or other intersection detection units fail, we will replace them with these Iteris units.
PRICE REASONABLENESS (Check all that apply and attach back-up documentation)	
☐ I reviewed the proposed price to current published catalog, price lists, or market prices as documented in the attachments and the proposed price is similar or less. <u>Attach relevant documentation.</u> ☒ Based on my knowledge of the market, my experience of prior similar proposals, or knowledge imparted by technical experts. ☐ The price is set by law or regulations. ☐ Other: _____ ☒ Back-up documentation is attached.	
STATEMENT OF NEED AND CERTIFICATION: My department's recommendation for Limited source 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 on my part or personal involvement in any way 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 Limited source this purchase when there are other known suppliers to exist. By submitting this form to Munis, I hereby certify that this justification for Limited source procurement is accurate and complete to the best of my knowledge and belief.	
Printed/Typed Name: Mark R. Green <i>Matthew Z. M. Zoufi</i>	Title: City Traffic Engineer

Note: If additional space is required, attach additional sheets of paper and submit with this completed form.

Deputy Director

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to expend \$232,508.00 to Galvan's Lawn & Landscape LLC and Zambelli Lawn Care & Snow Removal LLC for Mowing Services for the Power & Light, Parks, Recreation, & Tourism, and Municipal Services Departments for fiscal year 2024-2025.

Recommendations:

Council approval of expenditures.

Background:

There are a total of 78 City-owned locations between the Power & Light, Parks, Recreation & Tourism, and Municipal Services Departments that require regular mowing, weeding, and trimming.

In April, 2024, Council approved a mowing contracts with Galvan's Lawn & Landscape and Zambelli Lawn Care and Snow Removal that were awarded through an invitation for bids (ITB).

Galvin will be responsible for Power & Light and Parks, Recreation, & Tourism properties. Zambelli will be responsible for the Municipal Services Department.

Approval of this item authorizes change orders up to ten (10) percent of the authorized amount, providing appropriations are available.

Emergency Justification:**Fiscal Impact:**

IPL - The fiscal impact to the City totals \$47,630. Funding is included in the FY25 proposed budget, page 269, \$15,450 from 0206122-5211-93510022; page 269, \$6,125 from 0206122-5211-93520022; and page 266, \$26,055 from 0206150-5240-93510022.

Parks, Recreation & Tourism - The fiscal impact to the City totals \$11,178. Funding is included in the FY25 proposed budget, page 138, \$2,500 from 0026015-5211; page 273, \$2,864 from 0026505-5211-002, \$1,041 from 0026505-5211-020, \$1,762 from 0026505-5211-040, \$755 from 0026505-5211-030, and \$2,256 from 0026505-5211-095.

Municipal Services - Sewer Fund - The fiscal impact to the City is \$44,400. Funding is included in the FY25 proposed budget, page 173, \$15,150 from 0135262-5226; \$25,500 from 0305215-5226; and \$3.750 from 0305230-5226.

Municipal Services - Water Fund - The fiscal impact to the City is \$129,300. Funding is included in the FY25 proposed budget, page 192, \$129,300 from 0404830-5226-672110.

Council Action:

Department / Contact	Parks, Recreation and Tourism /
---------------------------------	---------------------------------

REVIEWERS

Jennifer Kim
Morris Heide
Meagan Borth
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. 20240314140155820 (1)

Response Details Report Bid ITB #24010 - Mowing Services for City of Independence

Report Generated on : Mar 14, 2024 1:51:40 PM CDT

Bid: **ITB #24010 - Mowing Services for City of Independence**

Start Date **Feb 28, 2024 4:33:55 PM CST**

End Date **Mar 14, 2024 2:00:00 PM CDT**

Galvan's Lawn & Landscape LLC

Terms and Conditions

- ✓ ITB # 24010 - Mowing Services for the City of Independence .pdf
- ✓ IPL Mowing Maps.pdf
- ✓ Affidavit - Non-Collusion for ITB-vendor.pdf
- ✓ How to respond to this bid.pdf
- ✓ Bid Tab with Bold On It (1).xlsx
- ✓ Water Department Copy of Bid Tab - ITB#23036 - Lawn Care for the Water Department (1).pdf
- ✓ Bid Tab - ITB#23037 - Lawn Care for Power & Light (1).pdf
- ✓ Addendum 1.pdf
- ✓ Addendum 2.pdf
- ✓ IPL Solar Farm.pdf
- ✓ Addendum 3.pdf
- ✓ Addendum 4.pdf
- ✓ Addendum 5.pdf

General Documents

20240314135353401.pdf

Vendor Response



Indicates items with no responses

Year 1, Location 1, Parks Department - Former GEHA building - 20201 E Jackson Drive per specification Former GEHA building - 20201 E Jackson Drive per specification

Brand	Unit Price	Qty.	Total
Reference #	\$195.00	32	\$6,240.00

Notes: Pre-Emergent (Barricade) \$450.00
Spring Shrub Pruning & Pre-Emergent (Snapshot)- \$1,515.00
Fall Fertilizer (30-0-0)- \$450.00
Shrub Replacement- \$85.00 per man hour plus cost of materials

Year 1, Location 2, Parks Department - Independence Communications Center - 17220 Medical Center Parkway per specification

Independence Communications Center - 17220 Medical Center Parkway per specification

Brand	Unit Price	Qty.	Total
Reference #	\$125.00	32	\$4,000.00

Year 1, Location 1, Power and Light Department - Substation A - Outside fence along Truman Road (21500 Truman Road) per specification

Substation A - Outside fence along Truman Road (21500 Truman Road) per specification

Brand	Unit Price	Qty.	Total
Reference #	\$550.00	24	\$13,200.00

Year 1, Location 2, Power and Light Department - Substation B - Pleasant, North of 23rd Street (1014 S. McCoy)

Substation B - Pleasant, North of 23rd Street (1014 S. McCoy)

Brand	Unit Price	Qty.	Total
Reference #	\$72.00	24	\$1,728.00

Year 1, Location 3, Power and Light Department - Substation C - 31st Street and Weatherford, West of Noland Road. (3200 Weatherford Rd)

Substation C - 31st Street and Weatherford, West of Noland Road. (3200 Weatherford Rd)

Brand	Unit Price	Qty.	Total
Reference #	\$120.00	24	\$2,880.00

Year 1, Location 4, Power and Light Department - Substation E - 35th Street & Northern, 2 lots: (3450 Northern) 2 open lots: 10524 East 35th St and lot north of 3427 S Hardy

Substation E - 35th Street & Northern, 2 lots: (3450 Northern) 2 open lots: 10524 East 35th St and lot north of 3427 S Hardy

Brand	Unit Price	Qty.	Total
Reference #	\$125.00	24	\$3,000.00

Year 1, Location 5, Power and Light Department - Substation F - East of Glenwood and North of Wilson. Mow/weed eat from Glenwood Street to the fence south of Sub F. Per specification

Substation F - East of Glenwood and North of Wilson. Mow/weed eat from Glenwood Street to the fence south of Sub F. Per specification

Brand	Unit Price	Qty.	Total
Reference #	\$75.00	24	\$1,800.00

Year 1, Location 6, Power and Light Department - Substation H - Salisbury & Highway 291 to highway right of way. South of substation just beyond ditch (16501 East Salisbury Rd)

Substation H - Salisbury & Highway 291 to highway right of way. South of substation just beyond ditch (16501 East Salisbury Rd)

Brand	Unit Price	Qty.	Total
Reference #	\$125.00	24	\$3,000.00

Year 1, Location 7, Power and Light Department - Substation I - 34th Terrace & Kiger (4380 S Kiger Rd). Property runs west beyond the structures.

Substation I - 34th Terrace & Kiger (4380 S Kiger Rd). Property runs west beyond the structures.

Brand	Unit Price	Qty.	Total
Reference #	\$150.00	24	\$3,600.00

Year 1, Location 8, Power and Light Department - Substation J - Noland and Truman, along sidewalk on Noland Road and along Noland west of substation. (14102 E. Truman Rd) per specification

Substation J - Noland and Truman, along sidewalk on Noland Road and along Noland west of substation. (14102 E. Truman Rd) per specification

Brand	Unit Price	Qty.	Total
Reference #	\$75.00	24	\$1,800.00

Year 1, Location 9, Power and Light Department - Substation K - 37th Terrace and Arrowhead, North of Kohl's sidewalk along 37th Terrace and fields adjacent to Substation

Substation K - 37th Terrace and Arrowhead, North of Kohl's sidewalk along 37th Terrace and fields adjacent to Substation

Brand	Unit Price	Qty.	Total
Reference #	\$225.00	24	\$5,400.00

Year 1, Location 10, Power and Light Department - Substation M - 1901 Morgan east of Lee's Summit Road (to slope on East side)

Substation M - 1901 Morgan east of Lee's Summit Road (to slope on East side)

Brand	Unit Price	Qty.	Total		
Reference #	\$150.00	24	\$3,600.00		
Year 1, Location 11, Power and Light Department - Substation N - 40 Highway, West of Northern (10600 East US-40 Hwy)					
Substation N - 40 Highway, West of Northern (10600 East US-40 Hwy)					
Brand	Unit Price	Qty.	Total		
Reference #	\$90.00	24	\$2,160.00		
Year 1, Location 12, Power and Light Department - Substation Eckles - Blue Mills Road and Eckles, (4006 N Eckles) Northeast of Independence towards Sibley (up to planted fields)					
Substation Eckles - Blue Mills Road and Eckles, (4006 N Eckles) Northeast of Independence towards Sibley (up to planted fields)					
Brand	Unit Price	Qty.	Total		
Reference #	\$235.00	24	\$5,640.00		
Year 1, Location 13, Power and Light Department - Substation P - Speck and Holke Road, (17801 E Holke Rd) along Holke Road from entrance to east property line					
Substation P - Speck and Holke Road, (17801 E Holke Rd) along Holke Road from entrance to east property line					
Brand	Unit Price	Qty.	Total		
Reference #	\$110.00	24	\$2,640.00		
Year 1, Location 14, Power and Light Department - Substation R - 40 Highway (north side) and South Tierney, field along 40 Hwy and sub property (17510 E US 40 Hwy)					
Substation R - 40 Highway (north side) and South Tierney, field along 40 Hwy and sub property (17510 E US 40 Hwy)					
Brand	Unit Price	Qty.	Total		
Reference #	\$185.00	24	\$4,440.00		
Year 1, Location 15, Power and Light Department - IUC Building - 17221 E 23rd Street Every 7 days mow around the IUC Building. Clear out beds (rock and wood chip) surrounding all sides of the IUC Building. Per specification					
IUC Building - 17221 E 23rd Street Every 7 days mow around the IUC Building. Clear out beds (rock and wood chip) surrounding all sides of the IUC Building. Per specification					
Brand	Unit Price	Qty.	Total	Notes: Mow around the building every 7 days- \$85.00 weekly East Field Mow- \$147.50 every 10 days West Field Mow- \$147.50 every 10 days	
Reference #	\$380.00	24	\$9,120.00		
Year 1, Location 16, Power and Light Department - Rockwood - 2400 Maywood					
Rockwood - 2400 Maywood					
Brand	Unit Price	Qty.	Total		
Reference #	\$1,140.00	8	\$9,120.00		
Year 1, Location 1, Municipal Services - Water Division - Van Horn Pump Station and Reservoir - 11610 East Truman Road, Approximate size - 1.68 acres					
Van Horn Pump Station and Reservoir - 11610 East Truman Road, Approximate size - 1.68 acres					
Brand	Unit Price	Qty.	Total	Notes: Spring Clean Up- \$390.00 Fall Clean Up - \$390.00	
Reference #	\$175.00	32	\$5,600.00		
Year 1, Location 2, Municipal Services - Water Division - North Main Elevated Tank - 835 North Liberty and North Main, Approximate size - .97 acres					
North Main Elevated Tank - 835 North Liberty and North Main, Approximate size - .97 acres					
Brand	Unit Price	Qty.	Total		
Reference #	\$80.00	32	\$2,560.00		
Year 1, Location 3, Municipal Services - Water Division - Dodgion Elevated Tank - 1717 S. Dodgion, Approximate size - .8 acres					
Dodgion Elevated Tank - 1717 S. Dodgion, Approximate size - .8 acres					
Brand	Unit Price	Qty.	Total		
Reference #	\$85.00	32	\$2,720.00		

Year 1, Location 4, Municipal Services - Water Division - 39th Street Pump Station and Reservoir - 3800 Davidson, Approximate size - 1.3 acres.

39th Street Pump Station and Reservoir - 3800 Davidson, Approximate size - 1.3 acres.

Brand	Unit Price	Qty.	Total	Notes: Spring Clean Up-
Reference #	\$95.00	32	\$3,040.00	\$390.00 Fall Clean Up-
				\$390.00

Year 1, Location 5, Municipal Services - Water Division - Van Horn Distribution System Service/Construction/Maintenance Offices - 420 North Forest, Approximate size - 3.8 acres

Van Horn Distribution System Service/Construction/Maintenance Offices - 420 North Forest, Approximate size - 3.8 acres

Brand	Unit Price	Qty.	Total	Notes: Spring Clean up-
Reference #	\$225.00	32	\$7,200.00	\$900.00 Fall Clean Up-
				\$900.00

Year 1, Location 6, Municipal Services - Water Division - Truman Road Booster Station - 8609 Truman Road, Approximate size - .1 acres.

Truman Road Booster Station - 8609 Truman Road, Approximate size - .1 acres.

Brand	Unit Price	Qty.	Total
Reference #	\$60.00	32	\$1,920.00

Year 1, Location 7, Municipal Services - Water Division - 7 Highway Fill Station - 1411 N. M-7 Highway, Approximate size - .02 acres

7 Highway Fill Station - 1411 N. M-7 Highway, Approximate size - .02 acres

Brand	Unit Price	Qty.	Total
Reference #	\$65.00	32	\$2,080.00

Year 1, Location 8, Municipal Services - Water Division - North Well Field Levee - Approximately 3 acres. See attachment 4. Per specification

North Well Field Levee - Approximately 3 acres. See attachment 4. Per specification

Brand	Unit Price	Qty.	Total
Reference #	\$420.00	6	\$2,520.00

Year 1, Location 9, Municipal Services - Water Division - Monitoring Well - various locations, hand trim around the 29 monitoring well nest located around the water treatment plant, wellfield sites, and M-291 Hwy and M- 210 Hwy. See attachment 3 for map of monitoring well locations.

Monitoring Well - various locations, hand trim around the 29 monitoring well nest located around the water treatment plant, wellfield sites, and M-291 Hwy and M- 210 Hwy. See attachment 3 for map of monitoring well locations.

Brand	Unit Price	Qty.	Total
Reference #	\$800.00	32	\$25,600.00

Year 1, Location 10, Municipal Services - Water Division - East Well Field - East of M-291 Hwy, Approximate size - 8 acres. See attachment 2.

East Well Field - East of M-291 Hwy, Approximate size - 8 acres. See attachment 2.

Brand	Unit Price	Qty.	Total
Reference #	\$480.00	32	\$15,360.00

Year 1, Location 11, Municipal Services - Water Division - North Well Field - North of MO River on the West side of M-291 Hwy, Approximate size - 2 acres.

North Well Field - North of MO River on the West side of M-291 Hwy, Approximate size - 2 acres.

Brand	Unit Price	Qty.	Total
Reference #	\$280.00	32	\$8,960.00

Year 1, Location 12, Municipal Services - Water Division - West Well Field Levee - Approximately 6 acres - Mowing is to be performed on the levee located on the west and north side of the City's Water Treatment Plant property. Per specification

West Well Field Levee - Approximately 6 acres - Mowing is to be performed on the levee located on the west and north side of the City's Water Treatment Plant property. Per specification

Brand	Unit Price	Qty.	Total
Reference #	\$600.00	6	\$3,600.00

Year 1, Location 13, Municipal Services - Water Division - Courtney Bend Water Treatment Plant (CB WTP) - Operation and Tanks 14700 Cement City Road, Sugar Creek Approximate size - 17.0 acres

Courtney Bend Water Treatment Plant (CB WTP) - Operation and Tanks 14700 Cement City Road, Sugar Creek Approximate size - 17.0 acres

Brand	Unit Price	Qty.	Total
Reference #	\$2,380.00	32	\$76,160.00

Year 1, Location 14, Municipal Services - Water Division - West Well Field - 14700 Cement City Road, Sugar Creek, Approximate size - 38.6 acres. See attachment 2.

West Well Field - 14700 Cement City Road, Sugar Creek, Approximate size - 38.6 acres. See attachment 2.

Brand	Unit Price	Qty.	Total
Reference #	\$1,900.00	32	\$60,800.00

Year 1, Location 15, Municipal Services - Water Division - 35th Street Pump Station and Reservoir - 13600 East 35th Street, Approximate size - 1.3 acres.

35th Street Pump Station and Reservoir - 13600 East 35th Street, Approximate size - 1.3 acres.

Brand	Unit Price	Qty.	Total
Reference #	\$95.00	32	\$3,040.00

Notes: Weed Control- \$150.00 per application Insect Control- \$260.00 per application Fertilizer (Barricade, 36-0-0, 15-2-5, 18-6-'0)- \$260.00 per application Aerate & Overseeding- \$660.00 Insect pest control for shrubs & tree- \$325.00 per application

Year 1, Location 16, Municipal Services - Water Division - East Well Field Levee - approximately 1.5 acres - Mowing is to be performed on the levee located on the North side of The East well field. The East well field is located South of the Missouri River, east of Highway 291.

East Well Field Levee - approximately 1.5 acres - Mowing is to be performed on the levee located on the North side of The East well field. The East well field is located South of the Missouri River, east of Highway 291.

Brand	Unit Price	Qty.	Total
Reference #	\$95.00	6	\$570.00

Year 1, Location 1, Municipal Services - Sewer Maintenance - Municipal Services Sewer Maintenance office - 14909 E Truman Rd

Municipal Services Sewer Maintenance office - 14909 E Truman Rd

Brand	Unit Price	Qty.	Total
Reference #	\$90.00	32	\$2,880.00

Year 1, Location 2, Municipal Services - Sewer Maintenance - Rock Hill Pump Station - Located directly south of 25201 E 30th Terr S Blue Springs, MO 64015

Rock Hill Pump Station - Located directly south of 25201 E 30th Terr S Blue Springs, MO 64015

Brand	Unit Price	Qty.	Total
Reference #	\$75.00	32	\$2,400.00

Year 1, Location 3, Municipal Services - Sewer Maintenance - 11526 E 16th St - Small lot behind this address

11526 E 16th St - Small lot behind this address

Brand	Unit Price	Qty.	Total
Reference #	\$65.00	16	\$1,040.00

Year 1, Location 4, Municipal Services - Sewer Maintenance - 520 N Ditzler (Mow in July and November)

520 N Ditzler (Mow in July and November)

Brand	Unit Price	Qty.	Total
Reference #	\$195.00	2	\$390.00

Notes: Mow Perimeter- \$130 Biweekly

Year 1, Location 5, Municipal Services - Sewer Maintenance - 3918 S Forest

3918 S Forest

Brand	Unit Price	Qty.	Total
Reference #	\$65.00	16	\$1,040.00

Year 1, Location 6, Municipal Services - Sewer Maintenance - 4417 S Osage
4417 S Osage

Brand	Unit Price	Qty.	Total
Reference #	\$65.00	16	\$1,040.00

Year 1, Location 7, Municipal Services - Sewer Maintenance - 10501 & 10422 E Sheley Rd - Mow or trim 3ft out from the entire drainage ditch, each location

10501 & 10422 E Sheley Rd - Mow or trim 3ft out from the entire drainage ditch, each location

Brand	Unit Price	Qty.	Total
Reference #	\$65.00	16	\$1,040.00

Year 1, Location 8, Municipal Services - Sewer Maintenance - 6th and Ponca - Mow basin (inside & outside fenced area)

6th and Ponca - Mow basin (inside & outside fenced area)

Brand	Unit Price	Qty.	Total
Reference #	\$110.00	16	\$1,760.00

Year 1, Location 9, Municipal Services - Sewer Maintenance - Lot at 11101 E 25th St S
Lot at 11101 E 25th St S

Brand	Unit Price	Qty.	Total
Reference #	\$110.00	16	\$1,760.00

Year 1, Location 10, Municipal Services - Sewer Maintenance - Extraneous Flow Basin - 9417 E 40 Hwy.
Extraneous Flow Basin - 9417 E 40 Hwy.

Brand	Unit Price	Qty.	Total
Reference #	\$120.00	16	\$1,920.00

Year 1, Location 11, Municipal Services - Sewer Maintenance - 20th & Sterling Detention Basin
20th & Sterling Detention Basin

Brand	Unit Price	Qty.	Total
Reference #	\$75.00	16	\$1,200.00

Year 1, Location 12, Municipal Services - Sewer Maintenance - South Ave and Grand Detention Basin
South Ave and Grand Detention Basin

Brand	Unit Price	Qty.	Total
Reference #	\$120.00	16	\$1,920.00

Year 1, Location 13, Municipal Services - Sewer Maintenance - Lakeview Farms - 33rd & Overton Detention Basin

Lakeview Farms - 33rd & Overton Detention Basin

Brand	Unit Price	Qty.	Total
Reference #	\$110.00	16	\$1,760.00

Year 1, Location 14, Municipal Services - Sewer Maintenance - 39th & Woodland Detention Basin
39th & Woodland Detention Basin

Brand	Unit Price	Qty.	Total
Reference #	\$110.00	16	\$1,760.00

Year 1, Location 15, Municipal Services - Sewer Maintenance - 35th & Grand Detention Basin
35th & Grand Detention Basin

Brand	Unit Price	Qty.	Total
Reference #	\$150.00	16	\$2,400.00

Year 1, Location 16, Municipal Services - Sewer Maintenance - 45th & Washington Detention Basin
45th & Washington Detention Basin

Brand	Unit Price	Qty.	Total
Reference #	\$110.00	16	\$1,760.00

Year 1, Location 17, Municipal Services - Sewer Maintenance - 42nd & Phelps Detention Basin
42nd & Phelps Detention Basin

Brand	Unit Price	Qty.	Total
Reference #	\$245.00	16	\$3,920.00
Year 1, Location 18, Municipal Services - Sewer Maintenance - 39th & Phelps Detention Basin			
39th & Phelps Detention Basin			
Brand	Unit Price	Qty.	Total
Reference #	\$120.00	16	\$1,920.00
Year 1, Location 19, Municipal Services - Sewer Maintenance - 39th & Coachman Detention Basin			
39th & Coachman Detention Basin			
Brand	Unit Price	Qty.	Total
Reference #	\$150.00	16	\$2,400.00
Year 1, Location 20, Municipal Services - Sewer Maintenance - Crane & Hereford Detention Basin			
Crane & Hereford Detention Basin			
Brand	Unit Price	Qty.	Total
Reference #	\$110.00	16	\$1,760.00
Year 1, Location 21, Municipal Services - Sewer Maintenance - Kiger Rd Detention Basin			
Kiger Rd Detention Basin			
Brand	Unit Price	Qty.	Total
Reference #	\$135.00	16	\$2,160.00
Year 1, Location 22, Municipal Services - Sewer Maintenance - Lee's Summit Rd & Elm Detention Basin			
Lee's Summit Rd & Elm Detention Basin			
Brand	Unit Price	Qty.	Total
Reference #	\$195.00	16	\$3,120.00
Year 1, Location 23, Municipal Services - Sewer Maintenance - Queen Ridge 23rd & Lee's Summit Detention Basin			
Queen Ridge 23rd & Lee's Summit Detention Basin			
Brand	Unit Price	Qty.	Total
Reference #	\$120.00	16	\$1,920.00
Year 1, Location 24, Municipal Services - Sewer Maintenance - North Fork of Crackerneck Detention Basin - 18613 E 26th Terr S			
North Fork of Crackerneck Detention Basin - 18613 E 26th Terr S			
Brand	Unit Price	Qty.	Total
Reference #	\$110.00	16	\$1,760.00
Year 1, Location 25, Municipal Services - Sewer Maintenance - T.C. Lea & Lee's Summit Rd Detention Basin			
T.C. Lea & Lee's Summit Rd Detention Basin			
Brand	Unit Price	Qty.	Total
Reference #	\$110.00	16	\$1,760.00
Year 1, Location 26, Municipal Services - Sewer Maintenance - Blue Mills Detention Basin - Behind 1429 N Millburn Ave			
Blue Mills Detention Basin - Behind 1429 N Millburn Ave			
Brand	Unit Price	Qty.	Total
Reference #	\$135.00	16	\$2,160.00
Year 1, Location 27, Municipal Services - Sewer Maintenance - Allen Farm Detention Basin - E 3rd St N & 291 Hwy			
Allen Farm Detention Basin - E 3rd St N & 291 Hwy			
Brand	Unit Price	Qty.	Total
Reference #	\$110.00	16	\$1,760.00
Year 1, Location 28, Municipal Services - Sewer Maintenance - Kentucky 1 Lift Station - Liberty and Colonel, Independence, MO 64053			
Kentucky 1 Lift Station - Liberty and Colonel, Independence, MO 64053			
Brand	Unit Price	Qty.	Total
	\$110.00	16	\$1,760.00

Reference #

Year 1, Location 29, Municipal Services - Sewer Maintenance - Kentucky 2 Lift Station - Pleasant and Kentucky Road, Independence, MO 64053

Kentucky 2 Lift Station - Pleasant and Kentucky Road, Independence, MO 64053

Brand	Unit Price	Qty.	Total
Reference #	\$80.00	24	\$1,920.00

Year 1, Location 30, Municipal Services - Sewer Maintenance - Sugar Creek Pump Station - 10600 Hayward, Independence, MO 64053, access off Cement City Rd. Per specification

Sugar Creek Pump Station - 10600 Hayward, Independence, MO 64053, access off Cement City Rd. Per specification

Brand	Unit Price	Qty.	Total
Reference #	\$85.00	16	\$1,360.00

Year 1, Location 31, Municipal Services - Sewer Maintenance - Dickinson Pump Station - 404 N. Dickinson, Independence, MO 64053

Dickinson Pump Station - 404 N. Dickinson, Independence, MO 64053

Brand	Unit Price	Qty.	Total
Reference #	\$85.00	16	\$1,360.00

Year 1, Location 32, Municipal Services - Sewer Maintenance - Country Meadows Pump Station - 4720 S. Shrank Dr., Independence, MO 64055

Country Meadows Pump Station - 4720 S. Shrank Dr., Independence, MO 64055

Brand	Unit Price	Qty.	Total
Reference #	\$65.00	16	\$1,040.00

Year 1, Location 33, Municipal Services - Sewer Maintenance - Saddle Ridge Pump Station - 21201 E 35th Terr St So, Independence, MO 64057

Saddle Ridge Pump Station - 21201 E 35th Terr St So, Independence, MO 64057

Brand	Unit Price	Qty.	Total
Reference #	\$60.00	16	\$960.00

Year 1, Location 34, Municipal Services - Sewer Maintenance - The Villas Pump Station - 21100 E 37th Terr Ct So, Independence, MO 64057

The Villas Pump Station - 21100 E 37th Terr Ct So, Independence, MO 64057

Brand	Unit Price	Qty.	Total
Reference #	\$60.00	16	\$960.00

Year 1, Location 35, Municipal Services - Sewer Maintenance - Rock Creek Excess Flow Pump Station - 9121 E. Shope Ave., Independence, MO 64053

Rock Creek Excess Flow Pump Station - 9121 E. Shope Ave., Independence, MO 64053

Brand	Unit Price	Qty.	Total
Reference #	\$265.00	16	\$4,240.00

Year 1, Location 36, Municipal Services - Sewer Maintenance - Sugar Creek Excess Flow Pump Station - 3400 N. Vermont Ave., Sugar Creek, MO 64053

Sugar Creek Excess Flow Pump Station - 3400 N. Vermont Ave., Sugar Creek, MO 64053

Brand	Unit Price	Qty.	Total
Reference #	\$65.00	16	\$1,040.00

Year 1, Location 37, Municipal Services - Sewer Maintenance - Bison Park Pump Station S Ponca & E 19th St

Bison Park Pump Station S Ponca & E 19th St

Brand	Unit Price	Qty.	Total
Reference #	\$95.00	16	\$1,520.00

Year 1, Location 38, Municipal Services - Sewer Maintenance - Rock Creek Treatment Plant & Pump Station - 9600 Norledge Independence, Mo 64053

Rock Creek Treatment Plant & Pump Station - 9600 Norledge Independence, Mo 64053

Brand	Unit Price	Qty.	Total
Reference #	\$780.00	32	\$24,960.00

Year 1, Location 39, Municipal Services - Sewer Maintenance - Rock Creek Pump Station - 400 N Kentucky Rd

Rock Creek Pump Station - 400 N Kentucky Rd

Brand	Unit Price	Qty.	Total
Reference #	\$110.00	32	\$3,520.00

Notes: Initial Clean Up-
\$1,560.00

Year 1, Location 41, Municipal Services - Sewer Maintenance - Sugar Creek Excess Flow Storage Tanks - 3400 N Vermont, Sugar Creek, Mo. 64053

Sugar Creek Excess Flow Storage Tanks - 3400 N Vermont, Sugar Creek, Mo. 64053

Brand	Unit Price	Qty.	Total
Reference #	\$75.00	16	\$1,200.00

Year 1, Location 42, Municipal Services - Sewer Maintenance - Sugar Creek Excess Flow Pump Station Access from N Sterling Ave inside BP Buckeye complex at N Sterling Ave & Kentucky Rd

Sugar Creek Excess Flow Pump Station Access from N Sterling Ave inside BP Buckeye complex at N Sterling Ave & Kentucky Rd

Brand	Unit Price	Qty.	Total
Reference #	\$75.00	16	\$1,200.00

Year 1, Location 17, Power and Light Department - IPL Solar Farm - 2400 S Maywood Ave. Independence, Mo 64052

IPL Solar Farm - 2400 S Maywood Ave. Independence, Mo 64052 - 10 arcs

Brand	Unit Price	Qty.	Total
Reference #	\$300.00	8	\$2,400.00

Year 1, Location 42, Municipal Services - Sewer Maintenance Division - Sugar Creek Excess Flow Pump Station Access from N Sterling Ave inside BP Buckeye complex at N Sterling Ave & Kentucky Rd

Sugar Creek Excess Flow Pump Station Access from N Sterling Ave inside BP Buckeye complex at N Sterling Ave & Kentucky Rd. Including a one time brush and tree clean-up.

Brand	Unit Price	Qty.	Total
Reference #	\$765.00	1	\$765.00

Year 1, Location 29, Municipal Services - Sewer Maintenance Division - Kentucky 2 Lift Station - Pleasant and Kentucky Road, Independence, MO 64053

Kentucky 2 Lift Station - Pleasant and Kentucky Road, Independence, MO 64053. Including a one time brush and tree clean-up.

Brand	Unit Price	Qty.	Total
Reference #	\$686.25	1	\$686.25

Year 1, Location 1, Parks Department - Former GEHA building - 20201 E Jackson Drive per specification
Former GEHA building - 20201 E Jackson Drive per specification. This will be spring and fall flower beds clean-ups and mulching added.

Brand	Unit Price	Qty.	Total
Reference #	\$1,170.00	2	\$2,340.00

Notes: Mulch at 2inches -
\$4,800.00

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to accept a tentative agreement with IBEW Local 53 and Independence Maintenance and Clerical Employees

Recommendations:

Council action is requested to accept a tentative agreement with IBEW Local 53 and Independence Maintenance and Clerical Employees

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

Department / Contact	Council and Board /
---------------------------------	---------------------

REVIEWERS

Jeremy Cover
Meagan Borth
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. COI Proposed Wage Steps 2024 (Final Final)
2. 2024-2027 M&C Tentative Agreement
3. Appendix C (FINAL)

WAGE TABLE (Snow Duty)																					
2023-2024 POSITION GRADES	PROPOSED POSITION GRADES	CURRENT RATES					PROPOSED 2024-2025 RATES					PROPOSED 2025-2026 RATES					PROPOSED 2026-2027 RATES				
		ENTRY	STEP 1	STEP 2	STEP 3	STEP 4	ENTRY	STEP 1	STEP 2	STEP 3	STEP 4	ENTRY	STEP 1	STEP 2	STEP 3	STEP 4	ENTRY	STEP 1	STEP 2	STEP 3	STEP 4
9	10	\$14.73	\$15.35	\$15.99	\$16.67	\$17.38	\$15.02	\$15.66	\$16.31	\$17.00	\$17.73	\$15.40	\$16.05	\$16.72	\$17.43	\$18.17	\$15.86	\$16.53	\$17.22	\$17.95	\$18.72
Custodian																					
Mait Carrier/Copy Center Aid																					
Nutrition Site Aid	Nutrition Site Aid																				
8	9	\$15.46	\$16.11	\$16.79	\$17.49	\$18.24	\$15.77	\$16.43	\$17.13	\$17.84	\$18.60	\$16.16	\$16.84	\$17.55	\$18.29	\$19.07	\$16.65	\$17.35	\$18.08	\$18.83	\$19.64
Clerk-H	PRT Maintenance Worker I																				
PRT Maintenance Worker I	Custodian																				
7	8	\$16.13	\$16.81	\$17.52	\$18.26	\$19.83	\$16.45	\$17.15	\$17.87	\$18.63	\$20.23	\$16.86	\$17.57	\$18.32	\$19.09	\$20.73	\$17.37	\$18.10	\$18.87	\$19.66	\$21.35
6	7	\$17.73	\$18.47	\$19.24	\$20.06	\$20.90	\$18.08	\$18.84	\$19.62	\$20.46	\$21.32	\$18.54	\$19.31	\$20.12	\$20.97	\$21.85	\$19.09	\$19.89	\$20.72	\$21.60	\$22.51
Animal Care Technician																					
PRT Maintenance Worker II																					
Street Maintenance Worker II																					
5	6	\$17.73	\$18.47	\$19.24	\$20.06	\$21.72	\$18.44	\$19.18	\$19.95	\$20.74	\$21.58	\$18.91	\$19.66	\$20.45	\$21.26	\$22.12	\$19.47	\$20.25	\$21.06	\$21.90	\$22.78
Account Information Rep	Animal Care Technician																				
Police Technician I	Police Technician I																				
Utility Clerk	Veterinary Tech																				
Utility Clerk-Water																					
4	5	\$19.38	\$20.20	\$21.05	\$21.94	\$22.86	\$19.77	\$20.60	\$21.47	\$22.38	\$23.32	\$20.26	\$21.12	\$22.01	\$22.94	\$23.90	\$20.87	\$21.75	\$22.67	\$23.63	\$24.62
Account Clerk II	Account Clerk II																				
Police Technician II	Police Technician II																				
Recreation Coordinator	Recreation Coordinator																				
	PRT Maintenance Worker II																				
	Street Maintenance Worker II																				
	Account Information Rep																				
3	4	\$20.31	\$21.16	\$22.06	\$23.01	\$24.00	\$20.72	\$21.58	\$22.50	\$23.47	\$24.48	\$21.23	\$22.12	\$23.06	\$24.06	\$25.09	\$21.87	\$22.79	\$23.76	\$24.78	\$25.84
Animal Services Officer	Animal Services Officer																				
Building Maintenance Worker II	Building Maintenance Worker II																				
Fleet Parts Room Clerk																					
Street Maintenance Worker III																					
Sign & Marking Technician																					
2	3	\$21.31	\$22.21	\$23.17	\$24.16	\$25.19	\$21.74	\$22.65	\$23.63	\$24.64	\$25.69	\$22.28	\$23.22	\$24.22	\$25.26	\$26.34	\$22.95	\$23.92	\$24.95	\$26.02	\$27.13
Accounts Payable Specialist	Accounts Payable Specialist																				
Accounts Receivable Specialist	Accounts Receivable Specialist																				
Accounts Specialist	Accounts Specialist																				
Assistant Foreman	Assistant Foreman																				
Fleet Technician II	Fleet Technician II																				
Parks Naturalist	Parks Naturalist																				
PRT Maintenance Worker III	PRT Maintenance Worker III																				
Senior Street Maint Worker	Sign & Marking Technician																				
	Street Maintenance Worker III																				
1	2	N/A					\$22.82	\$23.79	\$24.82	\$25.88	\$26.98	\$23.39	\$24.38	\$25.44	\$26.52	\$27.65	\$24.10	\$25.11	\$26.20	\$27.32	\$28.48
Building Maintenance Worker III																					
Fleet Technician III	Senior Street Maint Worker																				
Property Maintenance Officer	Fleets Part Room & Shop Coord.																				
Public Health Investigator																					
	1	\$25.64	\$26.71	\$27.82	\$28.98	\$30.20	\$26.15	\$27.24	\$28.38	\$29.56	\$30.80	\$26.81	\$27.93	\$29.09	\$30.30	\$31.57	\$27.61	\$28.76	\$29.96	\$31.21	\$32.52
	Building Maintenance Worker III																				
	Fleet Technician III																				
	Property Maintenance Officer																				
	Public Health Investigator																				

*Moved Position Grade
*Previously not in Wage Table

WORK AGREEMENT

Between

CITY OF INDEPENDENCE, MISSOURI

And

IBEW
Local 53 &
Independence Maintenance & Clerical Employees

Effective July 1, ~~2021-2024~~ through June 30, ~~2024~~2026

Approved by the Independence City Council:

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ARTICLE 1. PURPOSE

1.1 This Work Agreement entered into by the City of Independence, hereinafter referred to as the City, and IBEW Local 53, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between City and the Union; the establishment of rates of pay; an equitable and peaceful procedure for the resolution of differences; hours of work; and other conditions of employment.

1.2 The parties agree that there shall be no discrimination because of race, disability, creed, sex, color, age, nationality, or political beliefs, or for participation in or affiliation or non-affiliation with any labor organization. The City and the Union agree that the provisions of the agreement shall apply to all members of the bargaining unit without discrimination.

1.3 When not inconsistent with the context in which they appear, words appearing in the masculine gender include the feminine, and those in the feminine gender include the masculine; words in the plural number include the singular number, and those in the singular number include the plural; and words used in the present tense include the future. The word "shall" is always mandatory and not merely directory.

ARTICLE 2. RECOGNITION

2.1 The City recognizes the Union as the sole and exclusive bargaining agent for all employees within the Clerical, and Service and Maintenance bargaining units, all as contained in the State Board of Mediation certification.

2.2 Each employee shall at all times have a regular assigned job classification. The job descriptions in place on the effective date of this Work Agreement shall be the job descriptions for the members of the bargaining unit.

2.3 Should the City find it necessary to create new classifications or change existing classifications within the Bargaining Unit, the City and Union will negotiate the job description including, but not limited to, qualifications, job content and wage rate for such newly created or changed classifications. The City will send a job description proposal via electronic mail to the Union. The job description proposal will include, at a minimum, the new classification or revised classification (with the changes highlighted); an explanation of proposed changes; a list of the employees affected; and the name and contact information for the supervisor to whom questions should be directed. The Union shall have fifteen (15) working days to respond to the job description proposal or to request an additional fifteen (15) working days to review, which shall be granted upon request. If no comments or a request to extend the review period are received from the Union within fifteen (15) working days, the City shall have the right to update the job description. Upon receiving a response from the Union, the City will either accept the Union's comments as proposed or meet within thirty (30) days for further discussion. If after meeting the City and Union cannot come to an agreement on

proposed changes to job descriptions, the issue shall be submitted to an arbitrator pursuant to Article 23. The City's last proposed job description prior to going to arbitration may be implemented until the decision of the arbitrator is rendered.

ARTICLE 3. MANAGEMENT RIGHTS

3.1 Except to the extent specifically abridged by a specific provision of this Agreement, the City reserves and retains all of its inherent rights to manage its operations, as such rights existed prior to the execution of this or any previous agreement with the Union.

3.2 Without limiting the generality of the foregoing, the rights of management which are not abridged by this Agreement include, but are not limited to, the right to direct, employ, schedule, promote, transfer, demote, discipline, and discharge bargaining unit members in the interest of good service and proper conduct of the City.

3.3 The City's failure to exercise a management right shall not be considered a waiver of the City's right to exercise such management right. The City's exercise of a management right in a particular way, shall not preclude the City from exercising the same management right in some other way not in conflict with the express provisions of this Work Agreement.

3.4 The Union and its members recognize that the City has the exclusive right to manage and direct the department. Accordingly, the City specifically reserves the exclusive right to formulate department policy, rules, and regulations, except that no rule, regulation, or policy shall be formulated, changed, or modified in a manner contrary to the provisions of this Work Agreement.

3.5 The Union agrees to encourage its members, individually and collectively, to perform efficient, faithful, and diligent service; that it will use its influence to cause its members to protect the property of the City from damage; and to, cooperate with the City in improving the ability and efficiency of the bargaining unit members, and thereby, make the service of the City more desirable, economical, and attractive to the public.

3.6 Supervisory personnel will not perform bargaining unit work except in emergencies to protect life or property, or when failure to perform such work would result in the disruption of service, or to train bargaining unit employees.

ARTICLE 4. SERVICE INTERRUPTION

4.1 No Strikes No Lockouts - During the term of this Agreement, the City agrees that there will be no lockout, and the Union agrees on behalf of itself and the bargaining unit members represented by it, that there will be no concerted failure to report to work, cessation, or interruption of work, slowdown, strike, boycott, or any type of organized or concerted interference, express or implied, direct, indirect, or coercive or otherwise, with the City's

business. The Union further agrees that, should any such acts be committed by a bargaining unit member or members, it will discourage said acts.

4.2 It is mutually understood and agreed that the City shall have the right to take disciplinary action, including discharge, against any bargaining unit member who may engage in any unauthorized stoppage, strike, slowdown, or who is negligent in the performance of the work of the City, subject to the Union's right to present a grievance with respect to such discipline in accordance with the terms of this Agreement, in those cases in which an issue of fact exists as to whether or not any particular bargaining unit member is engaged in participating or encouraging any violation of the provisions hereof.

ARTICLE 5. UNION ACTIVITIES

5.1 The City recognizes the responsibility and authority of the Union Business Manager or his/her designee to represent the members. The City agrees to provide copies of any written rules affecting members' working conditions to the Union Business Manager or his/her designee upon request. The City will meet and confer with the Union Business Manager or his/her designee regarding such rules and other matters affecting this Work Agreement. Additionally, where there are revisions to existing department policy manuals, or where there is development of new department policy manuals or department employee handbooks that affect bargaining unit members working conditions, a copy of the proposed rules will be provided to the Union Business Manager or his/her designee at least twenty (20) calendar days prior to their effective date of implementation. The City agrees to permit the Union Business Manager or his/her designee to have reasonable access to members in the department's non-restricted areas.

5.2 No bargaining unit member will be subject to differing terms and conditions of employment on account of his/her membership in the Union or performance as a steward or chief steward.

5.3 The City recognizes the right of the Union to have not more than seven (7) job stewards, one of whom shall be the chief steward, and three (3) alternate stewards. The Union agrees to notify the Human Resources Director or his/her designee within seven (7) calendar days of appointment, with a copy to the department director or designee, of the names of job stewards. Said stewards shall, upon approval of their supervisor(s), be permitted to be absent from their jobs without loss of pay to attend disciplinary and grievance hearings. Stewards and those employees designated as members of the Union negotiating committee shall, upon prior written approval of the department director, or his/her designee, be permitted to be absent without loss of pay for union business including negotiations for up to one hundred and seventy-five (175) total hours, in the aggregate, in each fiscal year. Hours not used during a fiscal year may be accumulated and added to the hours during the fiscal year negotiations occur for a new Work Agreement, but the total hours shall not exceed two hundred and eighty-eight (288) hours during the fiscal year of negotiations for a new Work Agreement.

The City agrees to notify the Union Business Representative of each new bargaining unit member hired into a bargaining unit position and to allow the chief steward, or his or her designee, thirty (30) minutes without loss of pay with each such bargaining unit member ~~within the first thirty (30) days of such bargaining unit member's employment.-~~

5.4 The City should advise a member of his/her right to union representation before any meeting or interview which may involve discipline and, if union representation is requested, shall reasonably delay that meeting or interview until a steward can be present and the meeting shall not occur until a steward can be made available.

5.5 The City shall provide a bulletin board in an area accessible to all members for the purpose of posting Union notices and other relevant information.

5.6 The bargaining unit member, with or without a union steward, may examine his/her personnel file in the Human Resources Department if the bargaining unit member so requests in writing. Material placed into the bargaining unit member's file relating to job performance or personal character should be brought to the attention of the member. Within ten (10) calendar days after receipt of the material, the bargaining unit member may submit a written challenge and/or response to the propriety of including such material in the file. The bargaining unit member shall have the right to insert documentation into his/her personnel file providing such documentation is relevant to the challenge and authorized by the Human Resources Director or his/her designee.

Unauthorized persons shall not have access to bargaining unit members' files or other personal data relating to their employment.

5.7 Bargaining unit members who so request shall receive a copy of performance reviews and be given the opportunity to submit comments thereon for their personnel files.

ARTICLE 6. PAYROLL DEDUCTION

6.1 During the term of this Agreement, the City agrees to deduct from the bargaining unit member's wages initiation fees and dues as directed and authorized in writing by the bargaining unit member except as required by law. Authorization for such deductions shall remain in force until revoked by written notice from the bargaining unit member not less than thirty (30) days prior to the date the bargaining unit member wishes the deduction to be terminated. Remittance of the initiation fees and dues so collected each month shall be made to the Financial Secretary of the Local Union. Such deduction shall be made from each payroll for the dues of the current pay period and any back dues, if owed.

ARTICLE 7. HOURS OF WORK

7.1 (a) Regular hours of work each day for full-time bargaining unit members shall be

consecutive, except for an interruption for a lunch period.

(b) Employees may punch in or out from regularly scheduled shifts within five minutes prior to start/end times and up to five minutes after start/end times. Time punches falling within this window will be rounded to the assigned start/stop time and paid accordingly. There shall be no other payroll rounding allowed. Employees shall make every effort to not punch in more than five minutes prior to shift start time. Employees will not begin working prior to their shift start time unless specifically authorized by a manager.

(c) When it is mutually agreed between a bargaining unit member and the immediate supervisor the workday may be temporarily altered to exclude the interruption for the lunch period.

(d) By written agreement the department director and Business Representative and/or their designees may alter the hours of work for one or a group of bargaining unit member(s) on either a temporary, seasonal, or regular basis.

7.2 (a) Eligibility for premium pay based on hours worked, whether statutory overtime or contractual premiums, shall be determined based on hours actually worked in the workday or work week. Holiday time shall count as hours worked, but vacation time, sick time, personal leave time, and any other form of paid or unpaid leave shall not count toward hours worked.

(b) Whenever a full-time bargaining unit member works outside their regular shift or schedule, they shall be paid 1-1/2 times their regular pay.

(c) As long as it is allowed by the Fair Labor Standards Act (FLSA), the bargaining unit members may request and be granted compensatory time in-lieu of overtime compensation and/or standby pay. Compensatory time will be earned at the same ratio as overtime. The amount of compensatory time allowed may be granted in increments of less than the total overtime hours worked. Accrued compensatory time shall not exceed two one hundred forty-sixty (240160) hours.

(e)(d) The City will pay out any balances in excess of one hundred sixty (160) hours of accrued compensatory time upon implementation of this Agreement.

(d)(e) Any employee who is absent during his or her regularly scheduled work hours and who works extra hours outside of his or her regular schedule during the same work week may elect to treat the extra hours actually worked as "make-up" work to offset the missed hours, in which case the employee may inform the appropriate supervisor that they do not wish to use any accrued benefit time to cover the absence. Such election must be made by notifying the appropriate supervisor in writing by Monday at the start of shift.

7.3(a) Except as provided for in sub-section (b) and (e) below, bargaining unit members that are assigned to work units that have only one shift per day the overtime shall be offered

among personnel in each department, work unit, and position classification on a rotational basis, starting as of the effective date of this Work Agreement with the bargaining unit member with the most seniority in the position classification.

(b) For bargaining unit members of the Municipal Services Department overtime shall be offered strictly by division seniority starting with the most senior qualified bargaining member within the division. For bargaining unit members of the Parks, Recreation, and Tourism Department overtime shall be offered strictly by work crew seniority starting with the most senior qualified bargaining unit member within each crew.

(c) For bargaining unit members of the Community Development, Health Department, and Police Department overtime shall be offered strictly by seniority within the position classification.

(d) Except as provided for in sub-section (b) and (c) bargaining unit members that are assigned to work units that have more than one shift per day the overtime will be offered to the bargaining unit members that are off-duty, as a result of a regular day off, during the period that the overtime is to be worked, on a rotational basis, starting as of the effective date of this Work Agreement with the bargaining unit member with the most seniority in the position classification. If there are no volunteers then the overtime will be first offered to the bargaining unit members that are working the shift that will be going off-duty prior to the overtime shift, and then to the bargaining unit members that are working the shift that will be going on-duty following the overtime shift, on a rotational basis starting as of the effective date of this Work Agreement with the bargaining unit member with the most seniority in the position classification.

~~(d)~~(e) In all cases when a crew or bargaining unit member is working on a job and it is necessary to work overtime to complete the job, the same crew or bargaining unit member, if available, will be used to complete the job.

~~(e)~~(f) When work in excess of their regularly scheduled shifts is mandatory and there are no volunteers, such work shall be assigned by inverse order of seniority among qualified personnel in the position classification ~~from the shift that is going off-duty, provided that a person who has performed mandatory duty shall go to the bottom of the list. The mandatory work list for each classification shall reset on January 1 and July 1 each year. This subsection shall not apply to snow removal duty, which shall be governed according to the Winter Operations Policy & Procedures Manual.~~

~~(f)~~(g) The City, when requiring bargaining unit members to work in excess of their regularly scheduled shifts, unless the circumstances are outside the City's control, will give two (2) hours' notice to bargaining unit members so that they can make arrangements at home.

~~(g)~~(h) Where necessary for the effective operation of the work unit, the overtime provisions of Section 7.3 may be modified with the mutual consent of the department director and the Business Manager and/or their designees.

7.4 If a bargaining unit member is called in when not regularly scheduled to work, he/she will be given a minimum of two (2) hours of overtime if the actual time worked is equal to or less than two (2) hours. ~~The bargaining unit member will be given three (3) hours of overtime if the actual time worked is greater than two (2) hours and equal to or less than three (3) hours, and four (4) hours of overtime if the actual time worked is between three (3) hours and four (4) hours.~~ Time shall begin when the bargaining unit member is contacted and asked to report to work. The maximum allowable time for compensated travel, from the contact location to the report site, is thirty (30) minutes.

If the bargaining unit member completes the task(s) for which he or she was called in before the two (2) hours elapse, the member may leave work, with supervisor approval, without forfeiting any part of the call-in pay. But, if the member does leave work before two (2) hours elapse, he or she may be required to return at any time during the two (2) hour period without additional pay. After two (2) hours elapse, hours worked outside a scheduled shift shall be paid at the overtime rate. When a member's scheduled shift begins before the two (2) hour period has elapsed, he or she shall receive call-in pay, but shall not receive any other pay for hours worked until that two (2) hour call-in period has elapsed.

Hours reported for call-in shall not be used in the calculation of total hours worked for the purpose of determining overtime. Time worked in excess of ~~four (4)~~ two (2) hours shall be paid overtime in the amount of actual time worked. Other than the two (2) hour minimum, there shall be no rounding of overtime hours.

7.5 Standby compensation will be two (2) hours at the employee's overtime rate for each twenty-four (24) hours of availability he/she is on standby. Hours reported for standby shall not be used in the calculation of total hours worked for purposes of determining overtime.

7.6 Bargaining unit members who operate the asphalt paver or are part of the asphalt crew at the job site when the paver is being used will receive a differential of five percent (5%).

7.7 Full time bargaining unit members regularly assigned to a position that has varied starting hours of work, or to a shift beginning between the hours of 3 p.m. and 5 a.m., shall be entitled to a five percent (5%) shift differential.

7.8 The regular hours of work each week for full-time bargaining unit members shall be forty (40) hour schedules with two (2) consecutive days off.

7.9 Bargaining unit members will be scheduled off at least eight (8) consecutive hours between shifts to allow adequate time for rest.

7.10 Except when agreed to by mutual consent between the department director or designee and the Business Manager or designee, work breaks for fulltime bargaining unit members will consist of one (1) unpaid lunch break which will be considered the bargaining unit member's own time and two (2) fifteen (15) minute rest periods. When a fulltime bargaining unit member

is not provided the lunch break he/she shall be compensated at one and one-half (1 ½) times their normal rate of pay for the additional time worked.

7.11 Bargaining unit members shall not be required to work in excess of sixteen (16) hours in any given twenty-four (24) hour period. When an employee has worked sixteen (16) hours in any given twenty-four (24) hour period, a minimum of eight (8) hours shall be required off before returning to duty. At no time will bargaining unit members be forced to use authorized leave to cover a rest period required under this section. Any portion of the rest period that falls during the member's regularly scheduled hours will be paid at the employee's straight-time hourly rate.

This rule may be suspended if:

- 1.) The bargaining unit member may voluntarily agree to stay in excess of sixteen (16) hours, understanding that no bargaining unit member shall stay if directed by a supervisor to leave.
- 2.) The City may declare a state of urgency out of concern for public health, the environment, or City assets, and require personnel to stay or come in as needed. Normally, such a declaration shall be made by a department supervisor at the division superintendent level or higher.

7.12 Any division desiring to go to "Summer Hours" may do so between the holidays of Memorial Day and Labor Day. Starting times may be adjusted by no more than two (2) hours with all other contractual work rules such as lunch, meal times, rest period, etc. being adjusted accordingly.

7.13 Emergency Schedule Changes. In the event of a City-wide emergency as declared by the Governor or Mayor, Department Directors may alter work schedules as needed for the duration of the emergency. Should this become necessary, a Department Director will consult in good faith with the Business Representative before implementing any change.

~~7.13~~7.14 When Animal Service Officers are called out between the hours of midnight and 6:00 a.m., they shall be allowed to delay their reporting time for their same-day shift by the number of hours they were paid during the call-out without any loss in pay, provided there is at least one other Animal Services Officer on duty.

ARTICLE 8. NOTICE OF SHIFT OR SCHEDULE CHANGE

8.1 All notices of shift or schedule changes will be posted on the bulletin board in the work unit seven (7) calendar days in advance, unless the circumstances are outside the City's control, but in any event will be posted as far in advance as possible. If a bargaining unit

member shows up for work and finds he/she is not scheduled to work, due to no fault of his/her own as he/she has not had a reasonable opportunity to see the schedule change nor had other proper notification, he/she will be given two hours' straight time credit as show-up time.

82 At least annually in departments and job classifications where shift work is required or when shift or schedule assignments are changed by the City, or when a vacancy occurs and after the training is completed and the bargaining unit member is qualified for the position, bargaining unit members may bid their shift according to their length of service with the City, by position classification. This section does not apply to the Parks Recreation & Tourism Department or Municipal Services Department.

83 Bargaining unit members who are regularly assigned to a position or shift that has varied starting or ending hours of work will receive a schedule of work hours every week, seven (7) calendar days in advance. When this weekly work schedule is to be changed by the City, the bargaining unit member will be notified twenty-four (24) hours in advance of the first scheduled shift to be worked. These bargaining unit members are excluded from the provisions of Article 8.1 and 8.2.

ARTICLE 9. REST PERIOD

9.1 All bargaining unit members' work schedules shall provide for a rest period(s) of fifteen (15) minutes. Bargaining unit members who are scheduled to work six (6) or more hours during a shift will receive two rest periods per shift. The rest period shall be scheduled in the middle of each one-half shift whenever this is possible. Rest periods may not be combined with lunch periods or saved and combined to be used at the end of the day for early dismissal on a routine basis except with supervisor approval.

ARTICLE 10. SAFETY

10.1 There shall be a three separate Safety Committees established for the bargaining unit consisting of: 3 bargaining unit's members from Service and Maintenance who work in regulatory positions (Animal Services Officer, Animal Care Technician, Public Health Investigator, Property Maintenance Officer, and/or Parks Naturalist), 3 bargaining unit members from Clerical who work in the field and/or with power equipment (Custodian, PRT Maintenance Workers, Street Maintenance Workers, Building Maintenance Workers, Fleet Parts Room Clerk, Sign and Marketing Tech, Assistant Foreman, and/or Fleet Techs), and 1-2 bargaining unit members from Animal Control who work in office clerical positions (Nutrition Site Aide, Account Information Representative, Police Technician, Account Clerk, and/or Account Specialists), and no more than seven (7) members with a like number appointed by the City to each Committee. While eight (8) will be the maximum number of bargaining unit appointees allowed on the Safety Committees at any given time, by mutual agreement the parties may alter the number of

appointees from each department to better meet the needs of the Safety Committees. The Safety Committees may meet monthly or as needed, and may meet as a consolidated M&C Safety Committee if needed to address any issues affecting all employees. In scheduling meetings, the Safety Committees will give due consideration of the department's need to provide continuity of service. This Safety Committees shall consider health and safety matters relating to all employees in the bargaining unit.

10.2 Bargaining unit members have the right of refusal for any procedure that has the potential of causing bodily injury to the member. Where a question exists as to a situation having the potential of causing bodily injury to the member, a time out can be called by the bargaining unit member or any member of the City, to have the procedure evaluated. If the bargaining unit member believes the procedure is still unsafe, the supervisor will call his or her immediate supervisor to respond and assess the concern. If the bargaining unit member still believes the procedure is unsafe, a qualified member of the Safety Committee, the director of the department or his/her designee, or the division manager will be called. The director or his/her designee shall have final authority to decide, modify, and/or affect the procedure in question.

10.3 The City shall provide a safe and healthy working environment and recognizes the Union's role in jointly promoting safety.

10.4 Safety meetings will be conducted by each department periodically for the purpose of instruction in safe practices and safety issues.

ARTICLE 11. PROTECTIVE EQUIPMENT AND CLOTHING

11.1 Protective Equipment and Clothing

(a) Protective equipment and clothing shall be provided by the City and shall be used by the bargaining unit members.

(b) See Appendix C for uniform allotments. Shirts and pants provided by the City shall be replaced as needed. Employees will have the opportunity to mix and match short sleeved and long-sleeved shirts at their discretion. The styles can be altered depending upon availability and cost, if both parties agree.

(c) If a bargaining unit member is required to wear prescription glasses fulltime, the City shall reimburse such bargaining unit member for ANSI/ISEA Z87.1-2010 qualified prescription safety glasses in an amount not to exceed two hundred dollars (\$200.00) every two (2) years. The City further agrees to replace prescription safety glasses broken or damaged on the job independent of the allowance amount.

(d) The City may issue and require bargaining unit members to wear soft hats and t-shirts when not in conflict with hardhat and clothing safety rules. Bargaining unit members

may not wear non-issued soft hats and shirts when on duty unless expressly approved by management personnel from time to time.

ARTICLE 12. SENIORITY RIGHTS

12.1 When the term "Seniority" is used, it shall mean "a bargaining unit member's total length of service since his or her latest date of hire with the City", unless the context clearly states otherwise.

(1) Definitions:

- (a) The term "employees" shall include "probationary" and "regular" employees as hereinafter in this subsection defined. The term "probationary employee" means any individual engaged by the City for regular employment in the bargaining unit who has not completed six (6) months of continuous service with the City. The term "regular employee" means any individual engaged by the City for regular employment who has completed six (6) months of continuous service with the City.
- (b) The term "service rights" means the seniority rights accruing to regular employees through City, Divisional or Job Service, which entitles them to preferences provided for in this Agreement.

An employee who resigns from the City or is discharged for cause shall lose all service rights.

(2) City, Divisional and Job Service:

- (a) After a probationary employee has satisfactorily completed six (6) consecutive months of employment, he or she establishes six (6) months of "City Service" and becomes a regular employee. Once having established City Service, the employee will accumulate additional City Service, according to his or her total length of employment with the City unless broken by resignation, layoff, or discharge.
- (b) After a probationary or regular employee has satisfactorily completed six (6) consecutive months of employment in a division of the City, he or she establishes six (6) months of "Divisional Service" therein. Once having established Divisional Service in a division, the employee will accumulate additional Divisional Service therein according to his or her total length of employment in that division unless broken by resignation, layoff, or discharge.

Divisions of this agreement are as follows: Parks Maintenance, Recreation Programming, Tourism Maintenance, Street Maintenance, Central Garage, Building Maintenance, Neighborhood Services, Animal Services, Environmental Services, Utilities, Police Records Unit, Information Technology Unit, Municipal Court, Health

Department, and Finance.

(c) After a probationary or regular employee has satisfactorily completed six (6) consecutive months of employment in a job classification, he or she establishes six (6) months of "Job Service" therein. Once having established service in a job classification, the employee will accumulate additional service therein according to his or her total length of employment in that job classification unless broken by resignation, layoff, or discharge.

(d) If Job Service among employees in a Division is equal, the total Divisional Service shall govern; and if Divisional Service is equal, City Service shall govern. If the total City Service is equal there shall be a coin flip or other non-preference method used to govern.

(e) As of the effective date of this Agreement, all regular employees shall have the City Service, Divisional Service and Job Service shown on the City's records. Correction of errors in such records not heretofore resolved will be made by the City provided same is requested within sixty (60) days after the date of this Agreement. In computing City Service, Divisional Service and Job Service after the effective date of this Agreement, no decrease in seniority shall be made for a layoff for twelve (12) months or less because of lack of work or for any absence permitted under the terms of this Agreement.

(f) If a regular employee is absent because of illness or injury, he or she shall retain full seniority rights during such absence. Seniority rights shall also be retained by regular employees who are rehired within twelve (12) months after layoff except that there shall be no accrual of vacation and sick leave benefits during the period of layoff.

(g) Assignments for receiving training on any procedures or equipment, which is within the scope of duties for a bargaining unit class of positions, shall be based on seniority within the position classification and within the Division. The City will entertain recommendations from the Union to improve the training program for each position classification.

12.2 When it is deemed necessary to affect a reduction in force or layoff, bargaining unit members shall be removed in line of inverse seniority within the class of positions identified for a reduction in force or layoff, i.e. least senior bargaining unit member removed first.

12.3 During a reduction in force or layoff a bargaining unit member may choose to displace another bargaining unit member with less seniority in the same or lower pay grade in his or her department; displace a bargaining unit member with less seniority in his/her position classification in another department; or displace any other bargaining unit member with less seniority in the same or lower pay grade if the bargaining unit member has previously worked as a regular member in the position classification in the department. A bargaining unit member must be qualified by experience and ability in order to exercise any of these options.

12.4 Bargaining unit members shall be eligible to be recalled, without loss of seniority, for twelve (12) months following a reduction in force or layoff. Right of recall shall apply to bargaining unit members that exercised their rights in Section 13.2 of this Article and to bargaining unit members that were terminated as a result of a reduction in force or layoff. Recall shall be in line of seniority to a class of positions identified for a recall if the bargaining unit member has previously worked as a regular member in the class of positions and is otherwise qualified. A bargaining unit member must be qualified by experience and ability in order to be recalled.

12.5 Affected bargaining unit members will be given thirty (30) days advanced notice prior to lay-offs or reduction in force.

12.6 Service lists will be furnished to the Union and posted by the City every six (6) months on all bulletin boards accessible to employees covered by such lists. These lists shall show by lines of progression (grouped by Job Classification in the order of Job Service) the employee's name and his or her City, Divisional and Job Service dates. Any questions as to the correctness of such lists should be promptly brought to the attention of Management.

ARTICLE 13. PROMOTIONS AND APPOINTMENTS

13.1 The Human Resources Director or his/her designee shall provide copies notice through the City's HRIS system and to the Union's Business Representative of all job announcements for bargaining units within the City to ~~the Union Business Manager or his/her designee who will then be responsible for distributing them to~~ the bargaining unit membership. First consideration shall be given to qualified bargaining unit members for vacancies within the bargaining unit. ~~The applications of qualified bargaining unit members shall be certified by the Human Resources Director or his/her designee to the department for an employment interview before applications from other City employees or persons currently not employed by the City. City employees, including bargaining unit members, also can apply for any positions which they are qualified whether it is an internal or external posting.~~

13.2 The Chief Steward and Stewards shall be allowed to bid job openings in accordance with section 13.1 of this Article on behalf of bargaining unit members who are absent from work during the bidding period with signed authorization from the absent bargaining unit member.

13.3 Bargaining unit members who are applicants for vacant positions shall be evaluated on: a) ability, b) experience, c) past performance, and d) seniority. All factors being equal, length of service within the division-crew shall be the prevailing factor. If still equal, then length of service within the department shall be the prevailing factor.

Each of the four factors will represent 25% of an applicant's total score. An applicant's "crew" seniority will be utilized to determine "d) seniority" and will be scored as follows:

- Less than 12 months = 0
- 12 to 24 months = 5 points

- 25 to 60 months = 10 points
- 61 to 120 months = 15 points
- 121 to 180 months = 20 points
- More than 180 months = 25 points

13.4 (a) Regular full-time bargaining unit employees are required as a minimum qualification to have a high school diploma or GED.

(b) Bargaining unit members hired prior to the adoption of this current work agreement without the requirement of Article 13.4(a), are grandfathered as long as they remain in their current position.

(c) Temporary positions can be filled without the minimum requirements of 13.4(a).

13.5 When a bargaining unit member accepts a position or promotion to another Maintenance and Clerical bargaining unit position within the City, the member will be given a six (6) month probationary period. If the member does not successfully complete the probationary period, or if the member requests in writing to the department director or his/her designee to be returned to the member's former position, the member will be returned to the former position, if the position still exists. If the position has been filled the member wanting to return may displace the incumbent and the incumbent will be placed on lay-off status, and may exercise rights to displace other bargaining unit members as set forth in Article 11. If the position has been eliminated the bargaining unit member shall be placed on a lay-off status, and may exercise the right to displace another bargaining unit member, as set forth in Article 12. This provision does not apply to instances when a bargaining unit member accepts a position not covered under this agreement.

13.6 Except as provided for in Section 13.5 of this Article the probationary period shall be the first six (6) months of employment for all bargaining unit members. The probationary member may be released from employment without notice for unsatisfactory performance at any time during that probationary period.

13.7 Transfer to Position Outside Bargaining Unit

(a) If at any time the City selects employees from within the bargaining unit for the position of supervisor, professional, confidential, or administrative position, such selection will be encouraged to be made from the Division involved whenever practical and if a fully qualified employee can be selected therefrom.

(b) An employee who is selected from a position within the bargaining unit to fill, on a permanent basis, a supervisory, professional, confidential or administrative position will cease to accumulate Job, Divisional and City Service in the job classification from which he/she was transferred from the date of his/her promotion.

13.8 Bargaining unit members are prohibited from making lateral transfers between crews during the six (6) month probationary period unless authorization is granted by the supervisor

and the department head. This section applies to lateral transfers only and does not prevent a member from bidding into a promotion.

ARTICLE 14. LAYOFFS AND REDUCTION-IN-FORCE

14.1 For purposes of this Article, a bargaining unit member's "seniority" shall be the total length of service since his/her latest date of hire or appointment within the Department.

14.2 Bargaining unit members shall be given at least thirty (30) days' notice of any layoffs or reductions-in-force.

(a) In a layoff or reduction-in-force, members shall be removed in inverse order of seniority within the class of positions, i.e. the least senior member in a position shall be removed first.

(b) Bargaining unit members who are to be removed in a layoff or reduction-in-force may, during the notice period, choose to displace less senior bargaining unit members in positions having the same or lower pay grades provided that the bargaining unit member meets all the qualifications for the position sought and provided the member can perform the duties with minimal familiarization. The minimal familiarization period shall be a maximum of ten (10) work days.

ARTICLE 15. WAGES AND BENEFITS

15.1 Wages Compensation shall be paid in accordance with Appendix A: Wage Scale, attached hereto and incorporated by reference. In accordance with the City's uniform policy and practice, no bargaining unit employee's compensation in effect on the execution date of this Agreement will be reduced due to implementation of this Section.

15.2 If the bargaining unit member is promoted during the life of the agreement, they will be promoted to the level that gives them a minimum of a five percent (5%) increase and progress thereafter on the annual anniversary of the promotion date until they reach the maximum of the wage scale.

15.3 The City shall pay the difference in cost between a regular driver's license and the cost of the Commercial Driver's License, including any required endorsements, for those bargaining unit members required to have a Commercial Driver's License.

15.4 Bargaining unit members, who have been approved by the Human Resources Director and their department director, will be eligible to receive a wage adjustment of ~~\$40~~16.00 for the shift when requested to perform translation or interpretation services. The bargaining unit member's supervisor must approve the wage adjustment for each shift requested. [TA]

Bargaining unit members that have been approved by the Human Resources Director will be required to pass any competency examinations provided for in the policy. These bargaining unit members will not be required to obtain any additional education unless it is necessary for the bargaining unit member to pass a competency examination.

15.5 The Union shall be notified by the City prior to any changes in the working conditions, policies or benefits that are not in the agreement. Pursuant to any amendments to the Personnel Policies and Procedures Manual, the City agrees to abide by the requirements of Article II, Section B therein.

15.6 When a bargaining unit member is required to train another employee on a new job or train another employee on any principal duties of a different job, the bargaining unit member doing the training will receive a five percent (5%) wage increase added to the bargaining unit member's regular wage rate for the period of instruction. Trainers shall be the most senior qualified member of the division who is present on the day in question, provided they are not required for other essential duties.

15.7 Longevity

Effective July 1, 2024, any bargaining unit member receiving Longevity Pay will continue to receive their current Longevity Pay accrued to date but will cease to accrue additional Longevity Pay. In lieu of Longevity Pay, the City agrees that in any given year, the wage table adjustment for all members shall not be less than one-half percent (0.5%). During the term of this Agreement, bargaining unit members will receive an annual adjustment to their base wage rate known as a Longevity Pay adjustment. The Longevity Pay adjustment shall be equal to one-half percent (.5%) of the employee's base pay. Longevity pay shall be calculated as follows: [base pay] x .005 = [longevity increase]. Under this approach, each year's longevity increase shall be added to the employee's total base pay.

15.8 New bargaining unit members when hired will be fully qualified before being assigned to a shift to work alone.

(a) Updated training on equipment and procedures, by qualified personnel, shall be provided as needed.

(b) Bargaining unit members shall receive training on assigned equipment as needed.

(b)(c) The City will provide CDL training at its cost and will pay the licensing fee for any employee who has successfully completed the new hire probationary period where required for their position. When the City pays time and tuition for employees to obtain a CDL and any employee leaves the City before completing one (1) year of employment after obtaining the CDL, the cost of tuition and the licensing fee shall constitute a debt from the employee to the City, which shall be repaid through wage deduction in the event the employee leaves the City after receiving the CDL training and before the debt is forgiven. The full amount of this debt shall be forgiven one (1) year after the employee obtains the CDL.

15.9 Bargaining unit members shall be covered by and be entitled to retirement benefits through the Missouri Local Government Employees Retirement System (LAGERS).

15.10(a) The bargaining unit mechanics in the Municipal Services Department will receive up to one thousand dollars (\$8001,000.00) reimbursement for tools purchased each year, to be paid at the bargaining unit member's anniversary date of hire. This reimbursement shall only be for tools approved by the Department Director or his/her designee and based upon paid receipts. [TA]

(b) The City will replace tools and equipment lost, stolen, and/or destroyed through no fault of the bargaining unit member. The bargaining unit member will furnish an itemized inventory of personal tools to the supervisor and update such list as tools are added. Any loss will be reported in a timely manner.

15.11 Bargaining unit members shall be provided immunizations, at the City's expense, where there is a clear and potential risk of exposure to the bargaining unit members and where the immunization may effectively protect the bargaining unit members. The bargaining unit members will assume the risk of any immunization program.

15.12 When a bargaining unit member is required by the City to carry a City mobile phone, the City shall be responsible for the cost of the phone and its maintenance.

15.13 (a) Bargaining unit members required to work four (4) or more hours overtime immediately after their regular work period shall be furnished a meal at the City's expense or allowed \$13.00 for each meal. The first meal allowance shall be made at the end of the first three (3) hours of overtime and one meal allowance shall be made at the end of each four (4) hour interval thereafter during such overtime work. This meal allowance shall also apply to a call out occurring three (3) hours before the regular work hours of a bargaining unit member. This meal allowance provision shall also apply on Saturday and Sunday the same as Monday through Friday.

(b) A bargaining unit member called out for overtime work not immediately following the regular work period shall be furnished a meal at the City's expense or allowed \$13.00 for each meal after each four (4) hour interval of overtime work. Bargaining unit members who are requested at least twelve (12) hours in advance to work during their regular working hours on an overtime day shall not receive a meal allowance.

(c) The above provisions shall not apply to snow removal work.

15.13 Fleet Tech and Parts Room Clerk Certification Pay

The following premiums shall be added to the base pay of any employee who obtains any of the appropriate certifications for their job classification as listed below, with a maximum total premium of no more than ten percent (10%).

ASCE Auto and Light Truck Master	5%
ASCE Medium and Heavy Truck Master	5%
ASCE EVT Level 1	1%
ASCE EVT Level 2	1%
ASCE EVT Master	3%
ASCE Parts Specialist P-1	1%
ASCE Parts Specialist P-2	1%

ARTICLE 16. OUT OF POSITION PAY

16.1 A bargaining unit member who is temporarily assigned to a position classification within the bargaining unit and such position classification is paid at a higher rate than the rate for the bargaining unit member's regular position classification and the bargaining unit member works at such position classification for two (2) hours or more the bargaining unit member will be paid for all hours worked in this out-of-position classification, at a rate of five percent (5%) above his/her current base pay or the entry rate of the pay range of the classification being filled, whichever is greater. Out-of-position assignment will go to the most senior qualified bargaining unit member in a particular crew or function of the Division (Parks Maintenance, Recreation Programming Tourism Maintenance, Street Maintenance Central Garage, Building Maintenance, Neighborhood Services, Animal Services, Environmental Services, Utilities, Police Records Unit, Information Technology Unit, Municipal Court, and Finance).

16.2 A bargaining unit member who is temporarily assigned to a supervisory/foreman position classification and such position classification is paid at a higher salary rate than the rate for the bargaining unit member's regular position classification and the bargaining unit member works at such position classification for two (2) hours or more the bargaining unit member will be paid at the higher rate for all hours worked in this out-of-position classification, at a rate of five (5%) above his/her current base pay rate or the entry rate of the pay range of the position being filled, whichever is greater.

16.3 Out-of-position pay shall not be given to members who are training in certain functions of another position. Training assignments shall be made for the benefit of the member, for skills development and to gain experience which may assist in preparing the member for advancement.

16.4 If a holiday occurs while the bargaining unit member is working out-of-position, on the day before and the day after the holiday, the bargaining unit member shall be paid at the out-of-position rate for the holiday. If the bargaining unit member is absent while working out-of-position for vacation, sick leave, or personal business the bargaining unit member will be compensated at their regular rate of pay for such absence.

ARTICLE 17. VACATION LEAVE AND DAYS OFF

17.1 All regular full-time bargaining unit members shall accrue vacation leave as follows:

1 through 4 years of service	80 hours
5 through 9 years of service	120 hours
10 through 14 years of service	160 hours
15 or more years of service	200 hours

All regular part-time bargaining unit members shall accrue vacation leave on a proportional basis to the schedule above. The basis of the accrual shall be the ratio of the bargaining unit member's regularly scheduled work hours per pay period divided by 80.

17.2 Accumulation of Vacation Leave

(a) Bargaining unit members may accumulate vacation leave credit up to a maximum of four hundred (400) hours. This leave shall be referred to as the "authorized accumulated vacation leave" and will be credited to the first register of vacation leave accrual. The amount of accumulated vacation leave credited to the first register of vacation leave accrual shall never exceed four hundred (400) hours.

(b) In addition to (a) above, bargaining unit members may continue to earn ~~and~~ credit in a separate account an amount equal to the bargaining unit member's annual accrual of vacation leave credit. This vacation leave is not "authorized accumulated vacation leave" and is permitted solely for the purpose of allowing bargaining unit members and their supervisors an opportunity to schedule vacations throughout the year without loss to the bargaining unit member of vacation leave credit prior to their scheduled vacation leave dates. The vacation leave in this category will be credited to the second register of vacation leave accrual. The amount of accumulated vacation leave credited to the second register of vacation leave accrual shall never exceed an amount equal to the bargaining unit member's annual accrual of vacation leave credit.

(c) There will not be any additional accumulation or accrual of vacation leave credit in excess of the maximums allowed in Sections (a) and (b) above. Any accrual of vacation leave credit in excess of the maximum hours allowed, which would be possible as a result of service time, will be forfeited and not be credited toward any future accumulation of vacation leave credit.

17.3 When vacations or other scheduled leave is granted, the length of service with the City, by position classification, will be the controlling factor in granting vacation.

17.4 (a) Bargaining unit members must request vacation time in writing to their immediate supervisor or division manager in his or her absence. Bargaining unit members will be provided a written notice of approval or denial of the request within seventy-two (72) hours after the request is submitted.

(b) The above Subsection (a) of this Section notwithstanding, with short notice bargaining

unit members may request and be granted vacation leave.

- (c) The cancellation or denial of vacation will only occur for just cause after the review of the department director or his/her designee.
- (d) Account Information Representatives within Utility Billing will select their vacation on a rotating basis by seniority, with each employee selecting one week each round until all vacation has been scheduled.

17.5 Bargaining unit members will receive monthly notification of all leave balances.

ARTICLE 18. HOLIDAYS

18.1 The following days shall be observed as holidays:

New Year's Day	Labor Day
Martin Luther King's Birthday	Veteran's Day
President's Day	Thanksgiving Day
Truman's Birthday	Day after Thanksgiving
Memorial Day	Christmas Eve
Juneteenth	Christmas Day
Independence Day	<u>One (1) Floating Holiday*</u>

* Floating holiday must be used during the calendar year. Each employee must schedule and use their floating holiday in the same manner as personal business days. Floating holidays do not carry forward from year-to-year, and any unused floating holiday will be lost. Employees hired into the bargaining unit must be working in a bargaining unit position no later than February 28 of any given year in order to gain the floating holiday for that year. Employees coming from other positions within the City where they have been awarded but not yet used their floating holiday for the year will carry it into the bargaining unit with them regardless of when they transfer into the bargaining unit. Employees who transfer into the bargaining unit but who already received and used a floating holiday elsewhere within the City during the calendar year will not accrue another floating holiday until January 1 of the next upcoming year. [TA]

18.2 Bargaining unit members shall receive eight (8) hours of pay at their straight-time rate for each holiday, except as described below. Any employee who does not receive forty (40) hours of straight time pay in a holiday week due to only receiving eight (8) hours holiday pay shall have the option to make up two (2) hours during that pay period or use two (2) hours accrued leave if they so choose. Bargaining unit members working a schedule in excess of eight (8) hours per day will be granted holiday pay equal to the number of hours required to work in that schedule.

- (a) When a holiday falls on Sunday, the following Monday shall be observed as the

holiday. When the holiday falls on Saturday, the preceding Friday shall be considered the holiday.

(b) Bargaining unit members who are assigned to work on a holiday as part of their regular work schedules shall be paid time-and-one-half for all hours worked on the holiday, and shall in addition receive their regular holiday pay (eight hours at straight time); provided however that any employee who is regularly scheduled for a ten (10) hour shift will receive either eight (8) hours of straight-time holiday or straight-time holiday pay equal to the number of hours actually worked on the holiday, up to a maximum of ten (10) hours, whichever is greater.

Bargaining unit members who as part of their regular work schedules are assigned to be off work on a holiday but who are called in to work on the holiday shall be paid double time for all hours worked on the holiday, in addition to eight (8) hours of holiday pay, except that any employee called in for a longer shift shall receive holiday pay equal to their actual hours worked, up to a maximum of ten (10) hours.

In departments that work seven days per week, these premiums shall apply on actual holidays only. In all other departments, these premiums shall apply on observed holidays rather than actual holidays when holidays fall on the weekends. Any time worked on an observed holiday shall be compensated at one and a half times (1½) times the bargaining unit member's hourly rate of pay. This will be in addition to being compensated for the holiday at the bargaining unit member's regular rate of pay or receiving an alternate day off.

(b)(c) Bargaining unit members working shifts at the Police Department shall recognize the actual holiday instead of the observed holiday.

(e)(d) Holidays which occur during vacation leave shall not be charged against vacation leave.

18.3 Personal Business Leave

Bargaining unit members shall be credited annually with a maximum of twenty-four (24) hours of personal business leave, which shall accrue on a bi-weekly basis, and accumulate up to a maximum of sixty (60) hours. Requests for absences may be permitted with the notification to the bargaining unit member's supervisor. Bargaining unit members are encouraged to provide as much advance notice as is possible.

ARTICLE 19. SICK LEAVE/FUNERAL LEAVE AND INJURIES

19.1 Sick Leave

(a) Accrual of Sick Leave Credit – Full time bargaining unit members shall accrue sick leave credit at the rate of eight (8) hours for each calendar month employed. Part time bargaining unit members will earn sick leave credit each month in proportion to the expected scheduled work hours per pay period divided by eighty (80).

(b) Calculation of Sick Leave Credit – Bargaining unit members initially hired on or prior to the fifteenth (15th) day of the month shall accrue sick leave credit beginning on the first (1st) day of that month. Bargaining unit members initially hired subsequent to the fifteenth (15th) day of the month shall accrue sick leave credit beginning on the first (1st) day of the succeeding month.

(c) Use of Sick Leave Credit - Sick leave credit shall accrue during a bargaining unit member's initial probationary period of employment and accrued amounts may be used for payment during such member's absence at that time.

(d) Absence Notice – Bargaining unit members who work shifts or snow removal shall be required to notify their supervisor of an absence two (2) hours prior to the beginning of the member's shift. All other bargaining unit members shall be required to notify their supervisor of an absence one-half (1/2) hour prior to the beginning of that member's shift on the first (1st) day the member requests sick leave status, unless for good reason such notice cannot be given. Thereafter, the form and time of notice of absence shall be determined by the supervisor, and is subject to the approval of the department director or his/her designee. If there is reason to believe the use of sick leave is inappropriate, or when the member is off work three (3) or more consecutive work shifts, or is on disciplinary probation for excessive absence, the member may be required by the department director or his/her designee to submit a physician's certificate before returning to work.

(e) Sick Leave During Vacation – Bargaining unit members may use accumulated sick leave credit for illness or injury while on authorized vacation leave, provided such use of sick leave credit would be warranted if the member were not on vacation leave and, provided further, that an attending physician's statement is furnished, upon request, to the supervisor certifying that the member was incapacitated to a degree which would have prohibited performance of normal duties.

(f) Family Leave - Leave time shall be allowed for the purpose of staying with immediate family members upon the occasion of disability or illness. Such leave shall

be charged against accumulated sick leave.

(g) Immediate Family shall mean: Bargaining unit member's spouse, parents, brother, sister, daughter, son, mother/father-in-law, brother/sister-in-law, son/daughter-in-law, half- brother/sister, grandparents, grandchildren, stepmother/father, stepbrother/sister, stepchild and the parents, brother or sister of the bargaining unit member's spouse.

19.2 Bereavement Leave

In the case of death within the immediate family of a bargaining unit member, such member shall be entitled to remain absent from duty with pay in order to attend the funeral or memorial services. This leave will not be charged against the member's accumulated sick leave or vacation time. Leave taken in such cases should not exceed a period of three (3) working days; provided that if the services are to be conducted out of a four-hundred-mile radius, such member shall be entitled to remain absent from duty in order to attend such services for a period not exceeding five (5) working days.

(a) Immediate family, for the purpose of this Section, shall be the same as identified in the Section pertaining to Sick Leave.

(b) Bargaining unit members who have exhausted bereavement leave may be granted additional vacation, family leave or personal leave in conjunction with bereavement leave upon approval from the department director or his/her designee.

19.3 Injury Leave

(a) In all instances, workers' compensation shall be provided by the City for all bargaining unit members' injuries arising in the course and scope of their employment. All incidents, injuries, and reoccurrences of injuries shall be reported to the City without unreasonable delay and pursuant to the City's established procedures.

(b) Bargaining unit members who suffer disability while on duty shall receive full salary and benefits (except net income will not be greater than if not on injury leave) including accrual of vacation, sick leave, and personal leave days while unable to return to their regular assignment, except as provided for in Section 19.3(d) of this Article, up to a maximum of thirty (30) weeks. Thereafter, bargaining unit members shall be entitled to benefits under the current Workers' Compensation Statutes. (Full salary as used above is comprised of two components. The first component is that which is provided and governed by the Workers' Compensation Statutes, RSMo. 287, including any reductions in benefits as permitted by law. The second component is an amount provided by the City. The two are separate components and a modification in one will not necessitate a corresponding adjustment in the other.) With the exception of statutory waiting periods, it is understood that in the case of a job-connected disability, a bargaining unit member will not be required to use any accumulated leave until after the depletion of Workers' Compensation benefits. However, following the lapse of the thirty (30) weeks, a bargaining unit member

who is receiving temporary disability payments under the Workers' Compensation Law may, in addition thereto, at the bargaining unit member's election, receive an amount of money equal to the difference between the disability payment and the bargaining unit member's regular salary, less any statutory reductions allowed to the temporary disability payments, up to the amount of the bargaining unit member's accrued leave. A bargaining unit member may elect to use accrued leave or other contract benefits before applying for a disability retirement under the LAGERS Retirement Program. A bargaining unit member who has been placed on disability retirement shall have full protection of LAGERS legislation and other retirement benefits offered by the City.

(c) Bargaining Unit members who receive a cleaning or clothing allowance will not receive this allowance while on worker's compensation leave.

(d) Upon release for modified-duty assignment, a member shall be required to return to work to perform assignments of a modified-duty nature only. Modified-duty bargaining unit members shall retain all leave usage rights.

19.4 Military Leave

Bargaining unit members shall be granted military training leaves of absence in accordance with applicable state law without loss of pay or other benefits for a period not to exceed a total of one hundred and twenty (120) hours in any Federal fiscal year. In order to receive paid Military Leave, competent orders and sufficient prior notice must be received by the Human Resources Director or his/her designee. While the City recognizes the re-employment rights of the veteran, the personnel record must reflect the bargaining unit member's re-employment rights in accordance with Federal and State laws with a copy of the orders incorporated in the personnel file.

19.5 Leave of Absence Without Pay

Bargaining unit members on vacation or sick leave status must request a leave of absence without pay within three (3) work days after exhausting all paid leave. The City will notify bargaining unit members, with a copy to the Union, when any period of paid or unpaid leave is expiring. If a bargaining unit member is absent for more than three (3) consecutive work days, after exhausting all paid leave, and does not receive approval for a leave of absence without pay, the bargaining unit member may be considered to have resigned without notice. Each circumstance will be investigated separately, and all information shall be taken into consideration. The Human Resources Director or his/her designee is authorized to grant a leave of absence without pay, not to exceed fifteen (15) calendar days, upon recommendation of the bargaining unit member's department director or his/her designee. The City Manager may grant a bargaining unit member a leave of absence without pay, for a period not to exceed one (1) year, upon written request. Failure on the part of the bargaining unit member to report to work at the end of an approved leave of absence without pay may be considered a

resignation.

19.6 Funeral of Fellow Employee

If a bargaining unit member serves as a pallbearer at the funeral of a coworker or retired coworker, the department director or his/her designee may permit the bargaining unit member to be absent from work on a basic work day without loss of pay for whatever time may be necessary, but not to exceed eight (8) hours. The benefits of this Section shall not apply during vacations, sick leave or any other permitted absence.

19.7 Bargaining unit members hired on or before July 1, 2021, who separate from service via resignation with proper notice, retirement, death, or layoff, shall be compensated accumulated sick leave credit as follows:

10 through 15 years of service: up to 520 hours

16 through 25 years of service: up to 780 hours

26 or more years of service (or line of duty disability/death): up to 1040 hours

Payment shall be at the Member's rate of pay at the time of separation on an hour-for-hour basis. A Member ~~can~~may elect to take this payment in a lump sum on their final paycheck or in ~~bi~~-weekly installments made at the equivalent of forty (40) hours of pay per week until the amount of accumulated sick leave ~~is~~is exhausted or for a maximum of thirteen (13) pay periods. Bargaining unit members with less than ten (10) years of service or who quit without two (2) weeks' notice, or who are terminated for just cause shall not be eligible for this benefit.

Bargaining unit members hired on or after July 1, 2021, shall not be eligible to receive sick leave payout upon separation, for any reason. Sick leave accrual for these employees shall be capped at 1250 hours for employees who work 40 hours per week. For these employees, the City will instead make an annual lump sum contribution to the Member's 401a account on July 1 of each fiscal year, as follows:

Class	Annual Contribution
9	\$179
8	\$188
7	\$204
6	\$215
5	\$224
4	\$236
3	\$247
2	\$260
1	\$311

For those employees in positions required to perform Snow Duty, the annual contributions are as follows:

Class	Annual Contribution
9	\$185
8	\$194
7	\$211
6	\$222
5	\$231
4	\$243
3	\$255
2	\$268
1	\$321

The annual 401a benefit will vest according to the following schedule:

Years of Service	Vesting
0-4	0%
5	50%
6	60%
7	70%
8	80%
9	90%
10+	100%

~~Employees who have less than ten full years of service as of the day this Agreement is ratified shall have a one time option to elect to be included in the 401a program, in which case they will not be eligible for pay out of any sick leave upon retirement and will be subject to the sick leave accrual caps set out above, but will participate fully in the 401a program outlined above, as if they had been hired on or after July 1, 2021. The election must be made in writing (email will suffice), within thirty days after the City Council approves the Work Agreement, and shall be irrevocable. Employees electing to be included under the 401a program will be credited for their prior service with respect to the vesting requirements set out above.~~

~~Additionally, the City will provide an initial contribution toward each employee's 401a account equal to their total years of service at the time of their election to participate in the program, rounded down to the nearest whole number and capped at five (5). For example, a Street Maintenance Worker II with 8.7 years of service on the day he or she elects to participate in the 401a program would no longer be eligible for any sick leave payout on separation, but would participate fully in the 401a program and would receive an initial contribution from the City in the amount of \$1,110 (5 x \$222). An Animal Services Officer with 3.9 years of service would receive an initial contribution from the City in the amount of \$741 (3 x \$247).~~

~~The initial contribution for any employee eligible to receive such contribution will be made in two equal amounts, on July 1, 2021 and July 1, 2022. All annual contributions will also be made on July 1 of each calendar year. Employees must be on the payroll as of July 1 in any given year to receive the initial or annual contribution payments. There shall be no pro-rating of any such payments for partial years of service. For example, the Street Maintenance Worker II in the first example above would receive \$555 on July 1, 2021 and \$555 on July 1, 2022, and would also receive his or her annual \$222 contribution, for a total contribution amount of \$777 each year in 2021 and 2022, and then \$222 per year thereafter.~~

Employees who experience a duty-related disability or who die while employed by the City shall automatically become fully vested, and shall receive any initial or annual contribution as if they had completed the then-current contract year (i.e. as if they had continued working to the next upcoming July 1 anniversary date).

ARTICLE 20. TEMPERATURE

20.1 Inclement Weather - The City will not require bargaining unit members to perform outside work during inclement weather, unless such work is necessary to protect life or property or to maintain service to the public. The supervisor will be responsible for determining whether or not weather conditions will interfere with regular work and to see that bargaining unit members are not subjected to severe personal discomfort.

During periods when bargaining unit members are not required to perform outside work because of inclement weather, they will perform related work or attend safety, training, or other similar meetings.

Inclement weather shall be defined as follows:

- (a) When rain, sleet or snow is falling in sufficient amount to be apparent that to continue to work outside would result in the bargaining unit members getting wet to the point of personal discomfort.
- (b) When the temperature is less than five degrees (5°) Fahrenheit.
- (c) When the temperature is above five degrees (5°) Fahrenheit and the wind chill is at or below minus four degrees (-4°) Fahrenheit.
- ~~(d)~~ When the heat index is at or above one hundred and five degrees (105°) Fahrenheit.

~~(d)(e)~~ Temperature readings shall be determined by accessing the www.weather.gov reading for the City of Independence.

In situations where bargaining unit members are working in different localities, performing

substantially similar job tasks, and the inclement weather conditions are substantially the same in the different localities, all of the bargaining unit members will be treated substantially the same; with the understanding that even where weather conditions are exactly the same, certain types of work may be performed by some crews whereas other crews, with no such work to perform, will not be asked to work unless such work is necessary to protect life or property or to maintain service to the public. It is understood that the supervisor and the bargaining unit members will cooperate in the application of the above general principle.

20.2 Contracting Work

The City reserves the right to enter into any contracts it deems necessary or advisable for the operation, maintenance, or repair of the City's property. The City agrees, however, that it will not contract any work which is customarily done by a bargaining unit member(s) if as a result thereof it would be necessary to lay off a bargaining unit member(s) without first meeting and conferring with the Union.

ARTICLE 21. SNOW REMOVAL

21.1 Snow operations are outlined in the "City of Independence Winter Operations Policy & Procedures Manual. Certain sections of the manual shall not be modified without consultation from an authorized IBEW Representative.

21.2 All members in job classifications where snow duty is mandatory, and any members in job classifications where snow duty is optional and who commit to participate in snow duty for the next upcoming snow season, shall be compensated in accordance with the alternate wage table set out in Appendix B. All members who participate in snow duty, whether on a mandatory or voluntary basis, are required to be on standby and subject to callout from November 1 through March 15 each year (the "snow season"), and also on any dates outside the snow season when snow is in the forecast and the City provides at least twenty-four hours' notice of the potential for snow duty callout. Any snow duty team member who is traveling outside the metropolitan area outside of snow season (the period of November 1 through March 15) will be excused from standby obligations during those dates. It is mutually agreed that the additional compensation provided under Appendix B is intended to fully compensate all snow duty team members for all standby duties, both during the snow season and when snow is forecast outside the snow season. Bargaining unit members who participate in snow duty shall not receive any additional compensation for their snow-related standby obligations, and shall not be eligible for callout pay when called out for snow removal duty.

ARTICLE 22. GRIEVANCE PROCEDURE

22.1 The purpose of this Article is to: (a) provide the opportunity for discussion of any request or complaint; and (b) to establish procedures for the processing and settlement of grievances.

22.2 Definitions of a Grievance - A grievance is any of the following:

A complaint regarding working conditions as set under the terms of this Agreement.

The alleged unjust application of the rules and regulations of the Department.

The alleged unjust application or interpretation of the terms of this Agreement.

22.3 The City affirmatively denies that there is a right to strike and there shall be no strike, lockout, work stoppage, slowdown or other interruption or impeding of normal operation on account of any grievance, but the matter shall be settled properly in the following manner:

Step 1. Any employee having a grievance should first discuss it with his or her Union Steward and/or Business Representative. If the grievance cannot be resolved, the employee and the Union Steward and/or Business Representative will discuss it thoroughly with the immediate supervisor. The employee and the Union Steward must have such discussion with the immediate supervisor within ten (10) calendar days of the date that the action complained of was known, or reasonably should have been known, to the employee.

Step 2. If a satisfactory settlement of the grievance cannot be reached, or if an answer is not being given by the immediate supervisor by the end of three (3) calendar days, the grievance shall be put into writing by the employee aggrieved, dated and signed by him, then presented to the Division Manager. The Union Steward and/or the Business Representative, the immediate supervisor, and the division head shall make every effort to settle the grievance at this level.

Step 3. If the grievance is not settled at Step 2, it may be submitted to the Director or his/her designee, in writing, within ten (10) calendar days from the receipt of the Step 2 answer. The Union Steward and/or the Business Representative of the Union and the Director and/or their designees shall make every effort to settle the grievance which shall be answered in writing within seven (7) calendar days following submission in this step, unless such time limit is extended by mutual agreement in writing between the parties hereto.

Step 4. If the Union and City have not been able to resolve a grievance in the third (3rd) step of the grievance procedure, it may be submitted to arbitration, as set in Article 23 of this Agreement. The provisions of Article 23 are intended by the parties to replace access to the Personnel Board established under the City's Personnel Policies.

22.4 (a) Notice of Investigation. In all cases of potential discipline, management shall notify the employee involved of the conduct or work performance at issue, and meet with the employee (and Union representative if requested) within fourteen (14) calendar days after the City first becomes aware of the circumstances giving rise to the possibility of discipline, unless reasonable diligence requires additional time for investigation.

(b) The following types of disciplinary actions are officially recognized. The type of disciplinary action taken will generally follow the steps identified below. The type of disciplinary action issued in any given situation will depend on the overall circumstances being addressed. Factors to be considered when determining the level of discipline include but are not limited to consideration of the employee's overall performance history and

disciplinary record, as well as the nature and/or severity of the misconduct, negligence, or unsatisfactory performance. In the event the City escalates the level of discipline, the factors considered in deviating from the progressive steps set forth below shall be explained in writing in the disciplinary notice.

1. Verbal Warning (Documented)
2. Written Warning
3. Suspension
4. Discharge

In cases involving performance deficiencies not rising to the level of gross negligence or willful misconduct, management shall notify the employee of the shortcomings in his or her job performance, explain performance expectations, and give the employee a reasonable opportunity to improve his or her job performance before initiating the disciplinary process.

If it appears that additional training is appropriate, the City shall provide and the employee shall willingly and in good faith participate in such training.

(c) Warnings. Documented verbal warnings shall be deactivated one (1) year after the discipline is issued, provided the employee has not received additional discipline during the intervening period. Written warnings shall be deactivated two (2) years after the discipline is issued, provided the employee has not received additional discipline during the intervening period. Deactivated discipline shall not be considered when setting the appropriate level of discipline, but remains relevant when determining whether an employee was aware of the City's expectations in any particular area.

(ed) Disciplinary Suspensions – At the City's sole discretion, suspensions may be implemented immediately or at any time during the disciplinary or grievance procedure. In the event discipline is reduced, the City shall provide any back pay owed. Suspensions without pay pending termination may be implemented immediately. If a single or multi-day suspension is assessed to an employee assigned to a twelve-hour shift, such suspension shall be served as eight (8) hours per assessed day.

ARTICLE 23. ARBITRATION

23.1 Notice in writing of intent to arbitrate shall be delivered by the party seeking arbitration to the opposing party within ten (10) working days following the decision of Step 3 in Article 22 above. The notice shall set forth the place, date, time and nature of the occurrence upon which the grievance is based, and shall set out any particular portions of this Memorandum of Agreement or the Personnel Policies and Procedures Manual, if applicable, which it is alleged were violated or misinterpreted. If notice of intent to arbitrate or notice to submit the matter to the City Personnel Board pursuant to the City's Personnel Policies and Procedure Manual is not delivered within ten (10) working days following the decision of Step 3 in Article 22, the grievance shall be deemed abandoned.

23.2 Selection of Arbitrator - Within ten (10) working days after notice of intent to arbitrate is delivered, the party seeking arbitration shall submit a request for a sub-regional panel containing a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service. The parties shall alternately strike one (1) name from such list, with the first selection determined by a coin toss, until one (1) name remains. The remaining person shall be accepted by both parties as the arbitrator to hear and decide the dispute. Alternatively, the parties may agree to use a certain arbitrator.

23.3 Compensation of Employees - Employees shall not be paid for the time spent in attending an arbitration proceeding other than as a witness on behalf of the City.

23.4 Decision of Arbitrator - The decision of the arbitrator shall be subject to the following conditions:

(a) The arbitrator shall determine the procedural rules of arbitration and make such orders during the pendency of the proceeding as are necessary to enable the arbitrator to act effectively.

(b) In the resolution of disputes, the arbitrator shall give no weight or consideration to any matter except the language of the Agreement and the evidence presented by the parties

(c) The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Memorandum of Agreement. The arbitrator shall have no power to establish or change any wage rates.

(d) The decision of the arbitrator shall be final and binding on both parties as to all matters which may arise out of the interpretation or application of this Memorandum of Agreement, except for the City Manager's right of review as set out in paragraph (f) below.

(e) The arbitrator shall have discretion to reduce or raise the discipline imposed.

(f) Decisions of the arbitrator shall be subject to review by the City Manager. Where the arbitrator's decision resolves issues of fact, the City Manager is not authorized to substitute his or her own judgment for the judgment of the arbitrator if the arbitrator's findings of fact are supported by competent and substantial evidence. The City Manager is authorized to reject the arbitrator's decision only where the arbitrator's findings of fact and decision based thereon are clearly contrary to the overwhelming weight of the evidence viewed in its entirety, together with all legitimate inferences which may be reasonably drawn from that evidence, and in the light most favorable to the findings of fact and decision of the arbitrator based thereon. Where the arbitrator's decision is based upon an application or interpretation of law, the City Manager may review the award to determine if it is in violation of constitutional provisions; if it is for any reason unauthorized by law; or if it is made upon unlawful procedure or without a fair hearing.

The City Manager can exercise his or her own judgment on these matters after receiving advice from the City Counselor or an authorized designee. Notwithstanding any of the foregoing, the City Manager may reject the decision of the arbitrator if such rejection results in a disposition of the case more favorable to the office or employee than the decision of the arbitrator.

(g) The costs of the arbitrator shall be shared equally by the City and the Union.

(h) This Article does not extend to negotiations for amendment of this Memorandum of Agreement or for mediation of any disagreements involved in such negotiations.

ARTICLE 24. SAVINGS CLAUSE & COMPLETE AGREEMENT

24.1 Should any Article or provision of this Work Agreement be held illegal or invalid, for any reason, or be held in regulatory violation by a regulatory agency, no other Article or provision shall be affected, and the remaining Articles and provisions of this Work Agreement shall remain in full force and effect as if such illegal or invalid Article or provision, or regulatory violation has not been contained herein.

24.2 The Article or provision held illegal or invalid, or in regulatory violation, shall be subject to immediate negotiation for an appropriate substitution of said Article or provision by mutual agreement between the Union and the City.

24.224.3 This document contains the entire Work Agreement between the City of Independence and the International Brotherhood of Electrical Workers, Local 53, Maintenance and Clerical Unit, and no modification shall be effective unless it is written and executed by the City and the Union.

ARTICLE 25. PROFESSIONAL STANDARDS UNIT FILES

25.1 Bargaining unit members within the Police Department may on their own time review, during regular business hours, their personnel records maintained in the Chief's Office or the Human Resources Department.

Copies of Professional Standards Unit files concerning their specific investigation will, upon receiving a signed release, be provided to the IBEW bargaining unit, or counsel for the IBEW bargaining unit, to allow the IBEW bargaining unit to meet its duty for fair representation and to prepare for the defense of bargaining unit members during the course of a grievance board hearing or arbitration. At the end of the grievance board hearing or arbitration, those files (and all copies thereof) will be returned to the Professional Standards Unit.

ARTICLE 26. DURATION

- 26.1 This Work Agreement shall be effective as of July 1, ~~2021~~2024, and shall remain in effect to until June 30, ~~2024~~2027. No earlier than ninety (90) days prior to the end of the Work Agreement, either party may request, in writing, that negotiation commence on a new Work Agreement. Upon receipt of the written request, the Union and the City shall meet and confer regarding the proposed new Work Agreement. The existing Work Agreement may be extended on a temporary basis by mutual agreement between the Union and the City Manager for the purpose of concluding discussions on the new Work Agreement.
- 26.2 It is understood that an agreement on a concept during the term of one Work Agreement is not binding on the parties in the next Work Agreement.

ARTICLE 27. SUCCESSIONSHIP

- 27.1 The City's obligation under this Agreement shall be binding upon its successors, administrators, executors and assignees as required by applicable law. The City shall give notice of the existence of this Agreement, a copy of this Agreement and contact information for the Union, to any purchaser, transferee, lessee, assignee, or other entity involved in a sale, merger, consolidation, acquisition, transfer, spin-off, lease or other transaction by which an operation (for which employees subject to this Agreement are performing services) is transferred to an entity other than the City. Such notice shall be in writing. The Union shall be given a copy of the written notice at the time the seller, transferee or lessee makes the transaction known to the public or executes a contract for a transaction as herein described, whichever occurs first. Additionally, the City shall advise the Union of the nature of the transaction, not including financial details, once the City and the other party have executed a contract for a transaction as herein described.

Execution

IN WITNESS WHEREOF, the parties have hereunto set their names and seals the day and year first above written.

CITY OF INDEPENDENCE, MO

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL 53

By _____
Zach Walker, City Manager

By _____
Eric Williams, Business Manager

Appendix A: Wages

FY 2021-22 Step System					
-	Entry	1	2	3	4
9					
Custodian	\$13.73	\$14.31	\$14.91	\$15.54	\$16.20
Mail Carrier/Copy Center Aide					
Nutrition Site Aid					
8					
Clerk II	\$14.41	\$15.02	\$15.65	\$16.31	\$17.00
PRT Maintenance Worker I					
7					
	\$15.04	\$15.67	\$16.33	\$17.02	\$18.49
6					
	\$16.53	\$17.22	\$17.94	\$18.70	\$19.48
Animal Care Technician					
PRT Maintenance Worker II					
Street Maintenance Worker II					
5					
Account Information Rep	\$16.53	\$17.22	\$17.94	\$18.70	\$20.25
Police Technician I					
Utility Clerk					
Utility Clerk-Water					
4					
Account Clerk II	\$18.07	\$18.83	\$19.62	\$20.45	\$21.31
Police Technician II					
Recreation Coordinator					
3					
Animal Services Officer	\$18.93	\$19.73	\$20.57	\$21.45	\$22.37
Building Maintenance Worker II					
Fleet Parts Room Clerk					
Street Maintenance Worker III					

Sign & Marking Technician					
2					
Accounts Payable Specialist					
Accounts Receivable Specialist					
Accounts Specialist					
Assistant Foreman	\$19.87	\$20.71	\$21.60	\$22.52	\$23.48
Fleet Technician II					
Parks Naturalist					
PRT Maintenance Worker III					
Senior Street Maintenance Worker					
1					
Building Maintenance Worker III					
Fleet Technician III	\$23.90	\$24.90	\$25.94	\$27.02	\$28.15
Property Maintenance Officer					
Public Health Inv II					

FY 2022-23 Step System					
-	Entry	1	2	3	4
9					
Custodian	\$14.00	\$14.60	\$15.21	\$15.85	\$16.52
Mail Carrier/Copy Center Aide					
Nutrition Site Aid					
8					
Clerk II					
	\$14.70	\$15.32	\$15.96	\$16.64	\$17.34
PRT Maintenance Worker I					
7					
	\$15.34	\$15.98	\$16.66	\$17.36	\$18.86
6					
Animal Care Technician	\$16.86	\$17.56	\$18.30	\$19.07	\$19.87
PRT Maintenance Worker II					
Street Maintenance Worker II					
5					
Account Information Rep					
Police Technician I	\$16.86	\$17.56	\$18.30	\$19.07	\$20.66
Utility Clerk					
Utility Clerk-Water					
4					
Account Clerk II					
	\$18.43	\$19.21	\$20.01	\$20.86	\$21.74
Police Technician II					
Recreation Coordinator					
3					
Animal Services Officer					
Building Maintenance Worker II	\$19.31	\$20.12	\$20.98	\$21.88	\$22.82
Fleet Parts Room Clerk					
Street Maintenance Worker III					
Sign & Marking Technician					

Tentative Agreement

2					
Accounts Payable Specialist					
Accounts Receivable Specialist					
Accounts Specialist					
Assistant Foreman	\$20.27	\$21.12	\$22.03	\$22.97	\$23.95
Fleet Technician II					
Parks Naturalist					
PRT Maintenance Worker III					
Senior Street Maintenance Worker					
1					
Building Maintenance Worker III					
Fleet Technician III	\$24.38	\$25.40	\$26.46	\$27.56	\$28.71
Property Maintenance Officer					
Public Health Inv II					

FY 2023-24 Step System					
-	Entry	1	2	3	4
9					
Custodian	\$14.28	\$14.89	\$15.51	\$16.17	\$16.85
Mail Carrier/Copy Center Aide					
Nutrition Site Aid					
8					
Clerk II					
	\$14.99	\$15.63	\$16.28	\$16.97	\$17.69
PRT Maintenance Worker I					
7					
	\$15.65	\$16.30	\$16.99	\$17.71	\$19.24
6					
Animal Care Technician	\$17.20	\$17.92	\$18.66	\$19.46	\$20.27
PRT Maintenance Worker II					
Street Maintenance Worker II					
5					
Account Information Rep					
Police Technician I	\$17.20	\$17.92	\$18.66	\$19.46	\$21.07
Utility Clerk					
Utility Clerk-Water					
4					
Account Clerk II					
	\$18.80	\$19.59	\$20.41	\$21.28	\$22.17
Police Technician II					
Recreation Coordinator					
3					
Animal Services Officer					
Building Maintenance Worker II	\$19.89	\$20.73	\$21.61	\$22.54	\$23.50
Fleet Parts Room Clerk					
Street Maintenance Worker III					
Sign & Marking Technician					

2					
Accounts Payable Specialist					
Accounts Receivable Specialist					
Accounts Specialist					
Assistant Foreman	\$20.67	\$21.55	\$22.47	\$23.43	\$24.43
Fleet Technician II					
Parks Naturalist					
PRT Maintenance Worker III					
Senior Street Maintenance Worker					
1					
Building Maintenance Worker III					
	\$24.87	\$25.91	\$26.99	\$28.11	\$29.29
Fleet Technician III					
Property Maintenance Officer					
Public Health Inv II					

Exhibit A - Notes:

1. New employees will be hired in at the entry rate and earn that pay for the first full year of employment.
2. New employees with 3 or more years' verified experience can be hired at Step 1.
3. New employees with 5 or more years' verified experience can be hired at Step 2.
4. On a one-time basis, current employees as of July 1, 2021, with verified equivalent experience may be moved to Step 1 (with 3 or more years' experience) or Step 2 (with 5 or more years' experience).
5. There is one year of service between each step. Step raises will be awarded on anniversary dates within position.
6. Effective August 1, 2021, all current bargaining unit members will be slotted into the appropriate Step in accordance with years of service in their job classification unless otherwise covered in Article 15.2.
7. Wage scales in years 2 and 3 are adjusted based on a 2% across the board raise for each Step.

~~Those members in Step 4 on or before August 1, 2021, will receive a lump sum payment equivalent to 2.5% of their annual base rate within 30 days of contract ratification.~~

Appendix B

FY 2021-22 Snow Duty Step System					
-	Entry	1	2	3	4
9	\$14.16	\$14.75	\$15.37	\$16.02	\$16.70
8	\$14.86	\$15.49	\$16.14	\$16.82	\$17.53
7	\$15.51	\$16.16	\$16.84	\$17.55	\$19.06
6	\$17.04	\$17.75	\$18.50	\$19.28	\$20.08
5	\$17.04	\$17.75	\$18.50	\$19.28	\$20.88
4	\$18.63	\$19.41	\$20.23	\$21.08	\$21.97
3	\$19.52	\$20.34	\$21.21	\$22.11	\$23.06
2	\$20.49	\$21.35	\$22.27	\$23.22	\$24.21
1	\$24.64	\$25.67	\$26.74	\$27.86	\$29.02

FY 2022-23 Snow Duty Step System					
-	Entry	1	2	3	4
9	\$14.44	\$15.05	\$15.68	\$16.34	\$17.04
8	\$15.15	\$15.80	\$16.46	\$17.15	\$17.88
7	\$15.82	\$16.48	\$17.17	\$17.90	\$19.44
6	\$17.38	\$18.11	\$18.87	\$19.67	\$20.49
5	\$17.38	\$18.11	\$18.87	\$19.67	\$21.30
4	\$19.00	\$19.80	\$20.63	\$21.51	\$22.41
3	\$19.91	\$20.75	\$21.63	\$22.56	\$23.52
2	\$20.90	\$21.78	\$22.71	\$23.68	\$24.69
1	\$25.13	\$26.19	\$27.28	\$28.41	\$29.60

FY 2023-24 Snow Duty Step System					
-	Entry	1	2	3	4
9	\$14.73	\$15.35	\$15.99	\$16.67	\$17.38
8	\$15.46	\$16.11	\$16.79	\$17.49	\$18.24
7	\$16.13	\$16.81	\$17.52	\$18.26	\$19.83
6	\$17.73	\$18.47	\$19.24	\$20.06	\$20.90
5	\$17.73	\$18.47	\$19.24	\$20.06	\$21.72
4	\$19.38	\$20.20	\$21.05	\$21.94	\$22.86
3	\$20.31	\$21.16	\$22.06	\$23.01	\$24.00
2	\$21.31	\$22.21	\$23.17	\$24.16	\$25.19
1	\$25.64	\$26.71	\$27.82	\$28.98	\$30.20

Appendix C: Uniform Allotments

[Insert Here]

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Appendix C: Uniform Allotments

DEPARTMENT	POSITION	CLOTHING	COLD WEATHER CLOTHING	FOOTWEAR	PRESCRIPTION GLASSES	GLOVES	COVERALLS/BIBS	RAIN GEAR
Parks, Recreation and Tourism ¹	Assistant Foreman	6 pair jeans, pants, or shorts 6 T-shirts	3 in 1 jacket, coat or jacket; replace as needed	\$175 first two yrs. Of service. \$225 thereafter, replace as needed	\$200 allowance every two yrs.	City provided, replace as needed	City provided, replace as needed	City provided, replace as needed
	Building Maintenance Worker I	10 shirts, no pants	3 in 1 jacket, coat or jacket; replace as needed	\$175 first two yrs. Of service. \$225 thereafter, replace as needed	\$200 allowance every two yrs.	City provided, replace as needed	City provided, replace as needed	City provided, replace as needed
	Building Maintenance Worker II	10 shirts, no pants	3 in 1 jacket, coat or jacket; replace as needed	\$175 first two yrs. Of service. \$225 thereafter, replace as needed	\$200 allowance every two yrs.	City provided, replace as needed	City provided, replace as needed	City provided, replace as needed
	Building Maintenance Worker III	10 shirts, no pants	3 in 1 jacket, coat or jacket; replace as needed	\$175 first two yrs. Of service. \$225 thereafter, replace as needed	\$200 allowance every two yrs.	City provided, replace as needed	City provided, replace as needed	City provided, replace as needed
	Custodian	10 shirts, no pants	3 in 1 jacket, coat or jacket; replace as needed	\$175 first two yrs. Of service. \$225 thereafter, replace as needed	\$200 allowance every two yrs.	City provided, replace as needed	City provided, replace as needed	City provided, replace as needed
	Lead Custodian	10 shirts, no pants	3 in 1 jacket, coat or jacket; replace as needed	\$175 first two yrs. Of service. \$225 thereafter, replace as needed	\$200 allowance every two yrs.	City provided, replace as needed	City provided, replace as needed	City provided, replace as needed
	Nutrition Site Aide	6 shirts, no pants						
	PRT Maintenance Worker I	6 pair jeans, pants, or shorts 6 T-shirts	3 in 1 jacket, coat or jacket; replace as needed	\$175 first two yrs. Of service. \$225 thereafter, replace as needed	\$200 allowance every two yrs.	City provided, replace as needed	City provided, replace as needed	City provided, replace as needed
	PRT Maintenance Worker II	6 pair jeans, pants, or shorts 6 T-shirts	3 in 1 jacket, coat or jacket; replace as needed	\$175 first two yrs. Of service. \$225 thereafter, replace as needed	\$200 allowance every two yrs.	City provided, replace as needed	City provided, replace as needed	City provided, replace as needed
	PRT Maintenance Worker III	6 pair jeans, pants, or shorts 6 T-shirts	3 in 1 jacket, coat or jacket; replace as needed	\$175 first two yrs. Of service. \$225 thereafter, replace as needed	\$200 allowance every two yrs.	City provided, replace as needed	City provided, replace as needed	City provided, replace as needed
	Parks Naturalist	6 pair jeans, pants, or shorts 6 T-shirts	3 in 1 jacket, coat or jacket; replace as needed	\$175 first two yrs. Of service. \$225 thereafter, replace as needed	\$200 allowance every two yrs.	City provided, replace as needed	City provided, replace as needed	City provided, replace as needed
Municipal Services ¹	Street Maintenance Worker I	6 pant & 6 shirts (long/short)	3 in 1 jacket, coat or jacket; replace as needed	\$175 first two yrs. Of service. \$225 thereafter, replace as needed	\$200 allowance every two yrs.	City provided, replace as needed	City provided, replace as needed	City provided, replace as needed
	Street Maintenance Worker II	6 pant & 6 shirts (long/short)	3 in 1 jacket, coat or jacket; replace as needed	\$175 first two yrs. Of service. \$225 thereafter, replace as needed	\$200 allowance every two yrs.	City provided, replace as needed	City provided, replace as needed	City provided, replace as needed
	Street Maintenance Worker III	6 pant & 6 shirts (long/short)	3 in 1 jacket, coat or jacket; replace as needed	\$175 first two yrs. Of service. \$225 thereafter, replace as needed	\$200 allowance every two yrs.	City provided, replace as needed	City provided, replace as needed	City provided, replace as needed
	Fleet Parts Room Clerk	11 pant & 11 shirts (long/short)	3 in 1 jacket, coat or jacket; replace as needed	\$175 first two yrs. Of service. \$225 thereafter, replace as needed	\$200 allowance every two yrs.	City provided, replace as needed	City provided, replace as needed	City provided, replace as needed
	Sign & Marking Technician	6 pant & 6 shirts (long/short)	3 in 1 jacket, coat or jacket; replace as needed	\$175 first two yrs. Of service. \$225 thereafter, replace as needed	\$200 allowance every two yrs.	City provided, replace as needed	City provided, replace as needed	City provided, replace as needed
	Fleet Technician II	11 pant & 11 shirts (long/short)	3 in 1 jacket, coat or jacket; replace as needed	\$175 first two yrs. Of service. \$225 thereafter, replace as needed	\$200 allowance every two yrs.	City provided, replace as needed	City provided, replace as needed	City provided, replace as needed
	Fleet Technician III	11 pant & 11 shirts (long/short)	3 in 1 jacket, coat or jacket; replace as needed	\$175 first two yrs. Of service. \$225 thereafter, replace as needed	\$200 allowance every two yrs.	City provided, replace as needed	City provided, replace as needed	City provided, replace as needed
	Sr. Street Maintenance Worker	6 pant & 6 shirts (long/short)	3 in 1 jacket, coat or jacket; replace as needed	\$175 first two yrs. Of service. \$225 thereafter, replace as needed	\$200 allowance every two yrs.	City provided, replace as needed	City provided, replace as needed	City provided, replace as needed
Community Development	Property Maintenance Officer	6 shirts initial hire, 2 shirts annual	3 in 1 jacket, coat or jacket; replace as needed	\$175 first two yrs. Of service. \$225 thereafter, replace as needed		City provided, replace as needed		
Police Dept. ¹	Police Technician I	6 shirts annually	1 sweater or jacket upon initial hire, replace as needed					
	Police Technician II	6 shirts annually	1 sweater or jacket upon initial hire, replace as needed					
Health Dept. ¹	Animal Care Tech.	1 shirt + 1 additional shirt per weekly shift worked, replace as needed	1 hoodie, replace as needed			City provided, replace as needed	City provided, replace as needed	City provided, replace as needed

¹ City, at its sole discretion, may provide uniforms and laundered through service or purchased supplied to the employee in which case employee will launder.

Appendix C: Uniform Allotments

	Animal Services Officer ²	6 shirts and 6 pants, replace as needed	3 in 1 jacket, coat or jacket; replace as needed	\$175 first two yrs. Of service. \$225 thereafter, replace as needed		City provided, replace as needed	City provided, replace as needed	City provided, replace as needed
	Public Health Investigator II	6 shirts initial hire, 2 shirts annually	3 in 1 jacket, coat or jacket; replace as needed	\$175 first two yrs. Of service. \$225 thereafter, replace as needed				
	Vet Tech	1 shirt + 1 additional shirt per weekly shift worked, replace as needed	1 hoodie, replace as needed					

4895-2826-1054, v. 1

² The City shall provide all ASOs with vests, radios, batons, and chemical immobilization spray before they are sent into the field.

BILL NO. _____
RESOLUTION NO. _____

A RESOLUTION APPOINTING MEMBERS TO THE INDEPENDENCE FIFA WORLD CUP
ADVISORY COMMITTEE

WHEREAS, Kansas City has officially been selected as a host city for the 2026 FIFA World Cup and is the only host city in the Midwest; and,

WHEREAS, the City Council of the City of Independence, Missouri, did pursuant to Resolution No. 6984, passed on the 7th day of February, 2024, create the Independence FIFA World Cup Advisory Committee with and for the City of Independence, Missouri; and

WHEREAS, the City Council of the City of Independence, Missouri, agreed upon the appointment of 21 members who are residents in the Kansas City metropolitan area to this Committee, and;

WHEREAS, the City Council deems it advisable to appoint the following individuals to said Independence FIFA World Cup Advisory Committee; and,

WHEREAS, each individual shall serve on this Committee until it is dissolved; and,

WHEREAS, said individuals are qualified to serve, according to the Charter and ordinances of this City, and the Council does hereby affirm the appointments of these individuals 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 appoints the following individual to the Independence FIFA World Cup Advisory Committee 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>Appointed by</u>	<u>Organization or Address</u>
Morris Heide, Director		Parks, Recreation, and Tourism
Cori Day		Chamber of Commerce
Amy Jolley		SAI Representative
JJ Kutz		Independence Hospitality Industry
Eileen Weir		Truman Library

Tom Waters	Mayor Rowland	1248 S. McCoy Street
Cindi Rogers	Fears	1316 West 29 th Street
Joyce Constance-White	Fears	1024 S. Forest Ave.
Zach Harmon-McLaughlin	Perkins	425 N. Pleasant Street
Jeff O'Neill	Perkins	500 N. Main Street
Aldo Torres	Stewart	18918 E. Bundschu Road
Randall House	Stewart	19433 E. 11 th Terrace North
Michael Young	Vaught	10704 E. 15 th Street South
Joe Nicola	Vaught	601 SW Joseph Circle
Kristine Vainovska Twidwell	McCandless	19301 E. 8 th St. Ct. S.
Mark Adams	McCandless	500 W. US Highway 24
Tab Wyckoff	Wiley	18005 E. 27 th Terr S
Justice Horn	Wiley	2403 NW 8 th Street, Blue Springs

PASSED THIS ____ DAY OF JUNE, 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:

24-735 A Resolution appointing Garry Helm as Presiding Municipal Judge

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

**Department /
Contact**

Council and Board /

REVIEWERS

Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Resolution for Presiding Judge Designation 2024

Presiding Judge Designation
Garry Helm
6/17/2024 – SH

BILL NO. _____
RESOLUTION NO. _____

A RESOLUTION DESIGNATING MUNICIPAL JUDGE GARRY HELM AS THE PRESIDING JUDGE
FOR INDEPENDENCE, MISSOURI, MUNICIPAL COURT

WHEREAS, the Article 4, “Municipal Court”, establishes the manner in which municipal judges are to be appointed for the Independence Municipal Court; and,

WHEREAS, on June 5th, 2024, the Mayor appointed Garry Helm to serve as Municipal Judge for a term expiring June 30, 2028, in accordance with the City Charter; and,

WHEREAS, Section 1.22.005 of the Code of Ordinances of the City of Independence, Missouri, provides for the designation of a Presiding Judge by the Mayor and Council for the length of that Judge’s appointment; and,

WHEREAS, the City Council deems it advisable to affirm Garry Helm’s designation as Presiding Judge for same period to which he has been appointed; 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 designates Municipal Judge Garry Helm as Presiding Judge of the Independence, Missouri, Municipal Court, to serve as such for the length of this appointment.

PASSED THIS ____ DAY OF JUNE, 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:

24-041 2R An ordinance adopting the Annual Operating and Capital Budgets of the City of Independence, Missouri, for the Fiscal Year July 1, 2024 - June 30, 2025, estimating the revenues for said fiscal year; appropriating sums for the purposes stated in said Budget, establishing Operating Transfers, designating Fund Balance Allocations, establishing the authorized Table of Organization, and designating those who may make a requisition for encumbrances against appropriations. **2R**

Recommendations:

Staff recommends approval of the ordinance.

Background:

In accordance with Section 8.2 of the City Charter, the City Manager's Proposed Budget for the 2024-2025 fiscal year was submitted to the Mayor and City Council on May 13, 2024. An official public hearing was conducted on May 20th, 2024. The total appropriation for all funds is \$413,201,019. The total General Fund budget appropriation is 83,318,303.

Emergency Justification:**Fiscal Impact:**

Changes to budget since presentation to Council on 5/13/2024 include an increase of \$21,000 to Professional Services in the Fire Public Safety Sales Tax Fund (017) for increased costs associated with physicals for fire personnel.

Council Action:

**Department /
Contact**

City Manager /

REVIEWERS

Jeremy Cover
Meagan Borth
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Proposed Budget Ordinance FY25
2. 2025 Proposed Budget Book 5.17.2024

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE ADOPTING THE ANNUAL OPERATING AND CAPITAL BUDGETS OF THE CITY OF INDEPENDENCE, MISSOURI, FOR THE FISCAL YEAR JULY 1, 2024 - JUNE 30, 2025, ESTIMATING THE REVENUES FOR SAID FISCAL YEAR; APPROPRIATING SUMS FOR THE PURPOSES STATED IN SAID BUDGET, ESTABLISHING OPERATING TRANSFERS, DESIGNATING FUND BALANCE ALLOCATIONS, ESTABLISHING THE AUTHORIZED TABLE OF ORGANIZATION, AND DESIGNATING THOSE WHO MAY MAKE A REQUISITION FOR ENCUMBRANCES AGAINST APPROPRIATIONS.

WHEREAS, in accordance with Section 8.5 of the City Charter, the City Council does hereby adopt the Budget for the 2024-25 Fiscal Year, including estimates of revenues to be received and appropriations for authorized expenditures; and,

WHEREAS, said appropriations and authorizations are not in excess of the estimate of revenues from property taxes, other authorized charges and fees and other available resources set forth in said Budget; and,

WHEREAS, the City Council has held a Public Hearing for public comment and input on May 20, 2024 for the July 1, 2024 - June 30, 2025, Proposed Annual Budget as required by Section 8.4 of the City Charter;

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

SECTION 1. That the statements and schedules hereinafter set forth are hereby adopted for the purposes as set forth in the Budget for the City of Independence, Missouri, for the fiscal year July 1, 2024 - June 30, 2025.

SECTION 2. That upon the recommendation of the City Manager and with the approval of the City Council, supplemental appropriations may be made from unappropriated fund balances. Appropriation transfers of any amounts within any specific appropriation item listed on this ordinance require only the approval of the City Manager.

SECTION 3. That the detailed estimated revenues of the City for the fiscal year July 1, 2024 - June 30, 2025, are set forth in said Budget in budget summary schedules.

SECTION 4. That the attached budget message, budget summaries, and detail of appropriation accounts are hereby made a part of this ordinance, the same as if contained herein in full.

SECTION 5. That the following statement of appropriations, designations and requisitioning authority for the departments/purpose listed below for the General Fund is hereby adopted. The Director of Finance, upon specific authority of the designated Requisitioning Authority, may also make a requisition for encumbrance out of said appropriations.

GENERAL FUND (002) APPROPRIATIONS

<u>Department</u>	<u>Requisitioning Authority</u>	<u>Amount</u>
City Manager	City Manager	\$1,672,525
Community Development	Community Development Director	6,256,536
Finance	Finance Director	984,294
Debt Service	Finance Director	1,771,749
Fire	Fire Chief	24,787,049
Mayor & City Council	City Manager	817,002
Municipal Court	Presiding Judge	1,733,769
Non-Departmental	City Manager	792,942
Parks Recreation Tourism	Parks Recreation Tourism Director	1,558,798
Police	Police Chief	37,447,117
Municipal Services	Municipal Services Director	5,496,522
Total		\$83,318,303

SECTION 6. That the following statement of appropriations, designations, and requisitioning authority for the departments/purposes for the Special Revenue Funds listed below is hereby adopted. The Director of Finance, upon specific authority of the designated Requisitioning Authority, may also make a requisition for encumbrance out of said appropriations.

TOURISM FUND (004) APPROPRIATIONS

<u>Department/Purpose</u>	<u>Requisitioning Authority</u>	<u>Amount</u>
Parks Precreation Tourism	Parks Recreation Tourism Director	\$2,066,526
Trnsfr to Capital Project Fund 059	Finance Director	<u>\$75,000</u>
	TOTAL TOURISM FUND	\$2,141,526

STREET IMPROVEMENTS SALES TAX FUND (011) APPROPRIATIONS

<u>Department/Purpose</u>	<u>Requisitioning Authority</u>	<u>Amount</u>
Municipal Services	Municipal Services Director	\$3,269,607
Trnsfr to Capital Project Fund 051	Finance Director	<u>\$10,745,086</u>
	TOTAL STREET IMPROVEMENTS SALES TAX FUND	\$14,014,693

PARK IMPROVEMENTS SALES TAX FUND (012) APPROPRIATIONS

<u>Department/Purpose</u>	<u>Requisitioning Authority</u>	<u>Amount</u>
Parks Precreation Tourism	Parks Recreation Tourism Director	\$5,994,551
Trnsfr to Capital Project Fund 059	Finance Director	<u>\$480,000</u>
	TOTAL PARK IMPROVEMENTS SALES TAX FUND	\$6,474,551

STORM WATER IMPROVEMENTS SALES TAX FUND (013) APPROPRIATION

<u>Department/Purpose</u>	<u>Requisitioning Authority</u>	<u>Amount</u>
Municipal Services	Municipal Services Director	\$3,946,386
Trnsfr to Capital Project Fund 058	Finance Director	<u>\$7,583,017</u>
	TOTAL STORM WATER IMPROVEMENTS SALES TAX FUND	\$11,529,403

POLICE PUBLIC SAFETY SALES TAX FUND (016) APPROPRIATION

<u>Department/Purpose</u>	<u>Requisitioning Authority</u>	<u>Amount</u>
Police	Police Chief	\$3,555,453
Trnsfr to Capital Project Fund 052	Finance Director	<u>\$550,000</u>
	TOTAL POLICE PUBLIC SAFETY SALES TAX FUND	\$4,105,453

FIRE PUBLIC SAFETY SALES TAX FUND (017) APPROPRIATION

<u>Department/Purpose</u>	<u>Requisitioning Authority</u>	<u>Amount</u>
Fire	Fire Chief	\$9,760,437
Debt Service	Finance Director	\$24,500
Trnsfr to Capital Project Fund 053	Finance Director	<u>\$5,450,000</u>
	TOTAL FIRE PUBLIC SAFETY SALES TAX FUND	\$15,234,937

POLICE USE TAX FUND (018) APPROPRIATION

<u>Department/Purpose</u>	<u>Requisitioning Authority</u>	<u>Amount</u>
Police	Police Chief	<u>\$6,276,670</u>
	TOTAL POLICE USE TAX FUND	\$6,276,670

ANIMAL SHELTER USE TAX FUND (010) APPROPRIATION

<u>Department/Purpose</u>	<u>Requisitioning Authority</u>	<u>Amount</u>
Health & Animal Services	Health & Animal Services Director	\$933,324
	TOTAL ANIMAL SHELTER USE TAX FUND	\$933,324

HEALTH & ANIMAL SERVICES FUND (005) APPROPRIATION

<u>Department/Purpose</u>	<u>Requisitioning Authority</u>	<u>Amount</u>
Health & Animal Services	Health & Animal Services Director	\$1,719,369
	TOTAL HEALTH & ANIMAL SERVICES FUND	\$1,719,369

PARKS HEALTH & RECREATION LEVY FUND (007) APPROPRIATION

<u>Department/Purpose</u>	<u>Requisitioning Authority</u>	<u>Amount</u>
Health & Animal Services	Health & Animal Services Director	\$1,914,757
	TOTAL PARKS HEALTH & RECREATION LEVY FUND	\$1,914,757

EVENTS CENTER COMMUNITY IMPROVEMENT DISTRICT (445) APPROPRIATION

<u>Department/Purpose</u>	<u>Requisitioning Authority</u>	<u>Amount</u>
Events Center	Parks Recreation Tourism Director	\$10,694,436
	TOTAL EVENTS CENTER IMPROVEMENT DISTRICT FUND	\$10,694,436

SECTION 7. That the following statement of appropriations, designations and requisitioning authority for the departments/purposes for the Enterprise Funds listed below is hereby adopted. The Director of Finance, upon specific authority of the designated Requisitioning Authority, may also make a requisition for encumbrance out of said appropriations.

POWER AND LIGHT FUND (020) APPROPRIATION

<u>Department/Purpose</u>	<u>Requisitioning Authority</u>	<u>Amount</u>
Power and Light	Power and Light Director	\$143,464,360
Debt Service	Finance Director	\$8,635,400
Trnsfr to Capital Project Fund 021	Finance Director	<u>\$17,774,000</u>
	TOTAL POWER AND LIGHT FUND	\$169,873,760

SANITARY SEWER FUND (030) APPRIOPRIATION

<u>Department/Purpose</u>	<u>Requisitioning Authority</u>	<u>Amount</u>
Municipal Services	Municipal Services Director	\$29,149,219
Debt Service	Finance Director	\$6,240,079
Trnsfr to Capital Project Fund 031	Finance Director	<u>\$5,505,000</u>
	TOTAL SANITARY SEWER FUND	\$40,894,298

WATER FUND (040) APPRIOPRIATION

<u>Department/Purpose</u>	<u>Requisitioning Authority</u>	<u>Amount</u>
Municipal Services	Municipal Services Director	\$36,626,822
Debt Service	Finance Director	\$2,536,138
Trnsfr to Capital Project Fund 041	Finance Director	<u>\$9,380,000</u>
	TOTAL WATER FUND	\$48,542,960

SECTION 8. That the following statement of appropriations, designations and requisitioning authority for the departments/purposes for the Internal Service Funds listed below is hereby adopted. The Director of Finance, upon specific authority of the designated Requisitioning Authority, may also make a requisition for encumbrance out of said appropriations.

CENTRAL GARAGE FUND (090) APPROPRIATIONS

<u>Department/Purpose</u>	<u>Requisitioning Authority</u>	<u>Amount</u>
Municipal Services	Municipal Services Director	<u>\$3,403,660</u>
	TOTAL CENTRAL GARAGE FUND	\$3,403,660

STAYWELL HEALTH CARE FUND (091) APPROPRIATIONS

<u>Department/Purpose</u>	<u>Requisitioning Authority</u>	<u>Amount</u>
Staywell	Finance Director	<u>\$24,948,500</u>
	TOTAL STAYWELL HEALTH CARE FUND	\$24,948,500

WORKERS COMPENSATION FUND (092) APPROPRIATIONS

<u>Department/Purpose</u>	<u>Requisitioning Authority</u>	<u>Amount</u>
Workers Comp	Finance Director	<u>\$3,962,153</u>
	TOTAL WORKERS COMPENSATION FUND	\$3,962,153

RISK MANAGEMENT FUND (093) APPROPRIATIONS

<u>Department/Purpose</u>	<u>Requisitioning Authority</u>	<u>Amount</u>
Risk Management	Finance Director	<u>\$4,464,736</u>
	TOTAL RISK MANAGEMENT FUND	\$4,464,736

ENTERPRISE RESOURCE PLANNING FUND (095) APPROPRIATIONS

<u>Department/Purpose</u>	<u>Requisitioning Authority</u>	<u>Amount</u>
ERP	Finance Director	\$12,156,726
Trnsfr to Capital Projects 096	Finance Director	<u>\$1,681,668</u>
	TOTAL ENTERPRISE RESOURCE PLANNING FUND	\$13,838,394

SECTION 9. That the following statement of appropriations, designations and requisitioning authority for the departments/purposes for the Neighborhood/Community Improvement District Funds listed below is hereby adopted. The Director of Finance, upon specific authority of the designated Requisitioning Authority, may also make a requisition for encumbrance out of said appropriations.

EVENTS CENTER APPROPRIATIONS (045)

<u>Department/Purpose</u>	<u>Requisitioning Authority</u>	<u>Amount</u>
Debt Service	Finance Director	\$5,935,200
	TOTAL EVENTS CENTER APPROPRIATIONS	\$5,935,200

SECTION 10. That the following statement of appropriations, designations and requisitioning authority for the departments/purposes for the Tax Increment Financing Funds listed below is hereby adopted. The Director of Finance, upon specific authority of the designated Requisitioning Authority, may also make a requisition for encumbrance out of said appropriations.

SANTA FE TIF (108)		
<u>Department/Purpose</u>	<u>Requisitioning Authority</u>	<u>Amount</u>
Debt Service	Finance Director	\$534,500
	TOTAL SANTA FE TIF	\$534,000

CRACKERNECK CREEK TIF (118)		
<u>Department/Purpose</u>	<u>Requisitioning Authority</u>	<u>Amount</u>
Debt Service	Finance Director	\$6,883,000
	TOTAL CRACKERNECK CREEK TIF	\$6,883,000

CENTERPOINT TIF (122)		
<u>Department/Purpose</u>	<u>Requisitioning Authority</u>	<u>Amount</u>
Debt Service	Finance Director	\$3,139,050
	TOTAL CRACKERNECK CREEK TIF	\$3,139,050

SECTION 11. That the following statement of appropriations, designations and requisitioning authority for the Capital Improvement Projects Budget listed below is hereby adopted. The Director of Finance, upon specific authority of the designated Requisitioning Authority, may also make a requisition for encumbrance out of said appropriations.

STREET IMPROVEMENTS CAPITAL FUND (051)

<u>Project Name</u>	<u>Amount</u>
Bridge Program #112502	\$100,000
Sidewalks Program - #112503	100,000
Independence Historic Trails Phase I - #112406	100,000
Fairmount Loop Trail - #112501	150,000
Emergency Transportation Projects - #112203	175,000
Dump Truck - #112504	225,000
Traffic Signal Structure Replacement - #112204	250,000
Springbranch Garage Complex - #112410	260,000
Winner Rd Complete Streets - #112403	700,000
Noland Multimodal Corridor - #112402	800,000
Truman Connected Phase II - #112401	990,000
US 24 Hwy Phase III - #112208	1,000,000
23rd St Complete Streets - #112111	1,295,086
Pavement Preventative Maintenance Operations - #112201	4,600,000
	\$10,745,086

PARK IMPROVEMENTS CAPITAL FUND (059)

Project Name	Amount
Replace Playground at Rotary Park	\$175,000
Trash Truck	180,000
Rock Creek Park Pedestrian Bridge	<u>200,000</u>
	\$555,000

STORMWATER IMPROVEMENT CAPITAL FUND (058)

Project Name	Amount
Bundschu Regional Detention Basin - #132501	\$160,000
Trenchless Technologies - #130508	200,000
Emergency Projects - #131802	250,000
Springbranch Garage Complex - #132410	260,000
Woodbury at E 25th St S - #132401	500,000
Leslie to Crane at Hereford Stormwater - #132201	1,511,000
Rock Creek Watershed Pipe Repair & Replacement - #132402	2,100,000
Rockwood Storm Drainage Improvements - #132202	<u>2,602,017</u>
	\$7,583,017

POWER & LIGHT CAPITAL FUND (021)

Project Name	Amount
IPL Service Center PBX Upgrade to IP Flex #202210	\$15,000
Substation Battery Charger #202511	50,000
Traffic Signal Detection Systems #202208	60,000
Sub M Breaker Replacement #202403	100,000
Transmission Pole Replacement Program #202111	100,000
Service Center Exterior Upgrades #202512	105,000
Operations APC UPS Battery Replacement #202108	145,000
Substation modeling #202109	150,000
Emergency Replacement of Transmission Poles #202505	250,000
Desert Storm Switchgear Cabinets #202205	250,000
Fiber Optic Network #70200828	250,000
Sub Fiber Optic Network Equip Replacement #202101	335,000
Substation & Transmission Upgrade & Replacement #202508	424,000
Emergent Maintenance Production #202507	440,000
Service Center Upgrades #202406	500,000
T&D Road Improvement Projects #202509	500,000
T&D System Improvements #202510	500,000
Substation H Switchgear Upgrades #202513	500,000
Fleet Vehicle & Equipment 10 Year Replacements – 2 Ford F-550 Bucket Trucks and 1 Altec Bucket Truck	850,000
T&D Truck Shed #202503	1,000,000
Construct 6 New Distribution Feeders - New Sub S #202316	1,250,000
Blue Valley Chimney Demolition #202504	1,500,000
Purchase Every 69kv Line Sub A to New Sub S #202401	2,500,000
Construct new Transmission Sys to Serve New Sub S #202315	2,500,000
Construction of New Substation S #202314	<u>3,500,000</u>
	\$17,774,000

SANITARY SEWER CAPITAL FUND (031)

Project Name	Amount
Sanitary Sewer Evaluation Survey - #302101	100,000
Pump Stations Improvements & Maintenance - #302103	150,000
Neighborhood Projects - #302004	150,000
Sanitary Sewer Main Relocations from Streambanks - #302203	300,000
Camera Truck - #302501	375,000
Trenchless Technology - #9757	500,000
Sludge Thickening Process Improvements - #302301	800,000
Upper Adair Interceptor - #302201	1,000,000
Springbranch Garage Complex - #302410	<u>2,130,000</u>
	\$5,505,000

WATER CAPITAL FUND (041)

Project Name	Amount
Sludge House Piping Improvements - #402403	\$100,000
Chlorinator Improvements - #402502	100,000
Evaporator Improvements - #402503	100,000
Vehicle Replacement - #402506	150,000
Basin Drive Improvements - #402108	250,000
M-291 Wellfield Header - #402504	300,000
Future Production Wells - #401003	500,000
Horizontal Collector Wheel Rehab - #402501	750,000
Springbranch Garage Complex - #402410	2,130,000
Main Replacement Program - #9749	<u>5,000,000</u>
	\$9,380,000

EVENTS CENTER CAPITAL FUND (046)

Project Name	Amount
Select Doors (Assessment Recommendation) #25-1	\$225,000
Ice Plant #25-2	2,500,000
Landscaping #25-3	35,000
Compressor Rebuilds #25-4	80,000
Dashers #25-5	100,000
Stage #25-6	330,000
Concrete #25-7	100,000
Community Ice Storage #25-8	150,000
North Side Concrete Expansion #25-9	70,000
Roof Repairs #25-10	95,044
Concession Renovations #25-11	100,000
Contingency – 15%	<u>567,756</u>
	\$4,352,800

SECTION 12. That the staffing contained within the Budget represents the authorized Table of Organization for the City. Furthermore, the City Manager is authorized to make changes to the authorized Table of Organization provided that said changes do not authorize expenditures in excess of currently approved appropriations.

SECTION 13. That outstanding encumbrances as of the end of the 2023-24 fiscal year are hereby authorized to be reappropriated in the 2024-25 fiscal year for the same purposes as that of the outstanding encumbrance.

SECTION 14. That the balance of unexpended funds in the following accounts in the General Fund are hereby authorized to be reappropriated in the 2024-25 fiscal year to be spent for purposes as previously authorized the City Council:

4513 Police Department Police Forfeitures

SECTION 15. That the balance of unexpended funds authorized by previous City Council action for the Community Development Block Grant and HOME Program Grant are hereby authorized to be reappropriated in the 2024-25 fiscal year to be spent for the same purposes as previously authorized by the City Council.

SECTION 16. That included in the Non-Departmental section of each of the major funds is an amount set aside for a subsequent transfer to applicable operating departments based on actual amounts incurred. These amounts may include employee pay adjustments and periodic payments of accumulated leave time for employees leaving City employment. The Finance Director is hereby authorized to transfer these appropriation amounts to applicable operating departments based on actual expenditures up to the amount designated for each purpose in the approved budget document.

SECTION 17. That the City Council periodically authorizes the acceptance of grants from various entities on behalf of City Operating Departments. Whenever the grant period does not match the City's fiscal year or when expenditures are not incurred in the same time frame as originally anticipated in the grant acceptance document, the Finance Director is hereby authorized to carryover these unexpended grant appropriations (including amounts appropriated as required City matching funds) to the 2024-25 fiscal year with these funds being limited in use for the sole purpose as designated in the original grant acceptance document as approved by prior City Council action.

SECTION 18. That unexpended Capital Budget appropriations are hereby authorized to be carried over to the 2024-25 fiscal year for the individual capital project purposes and from the funding sources as previously authorized by the City Council.

SECTION 19. That a copy of this ordinance shall be kept on file in the office of the City Clerk.

SECTION 20. That all ordinances in conflict herewith are hereby repealed.

SECTION 21. That this ordinance shall go into effect upon the date of its adoption.

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

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
City of Independence, Missouri

Proposed Budget

FY2024-25



INDEPENDENCE
★ MISSOURI ★



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2023 GFOA Distinguished Budget Presentation Award



GOVERNMENT FINANCE OFFICERS ASSOCIATION

Distinguished Budget Presentation Award

PRESENTED TO

**City of Independence
Missouri**

For the Fiscal Year Beginning

July 01, 2023

Christopher P. Morill

Executive Director

Government Finance Officers Association of the United States and Canada (GFOA) presented a Distinguished Budget Presentation Award to the City of Independence for the annual budget beginning July 1, 2023. In order to receive this award, a governmental unit must publish a budget document that meets program criteria as a policy document, as a financial plan, as an operations guide, and as a communication device.

This award is valid for a period of one year only. We believe our current budget continues to conform to program requirements, and we are submitting it to GFOA to determine its eligibility for another award.



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May 13, 2024

Honorable Mayor and Members of the City Council:

In February 2023, the City Council adopted the Independence Action Plan, setting forth a bold vision for Independence as a safe community with a thriving economy and a high quality of life through six strategic imperatives:

Purpose Statements

- **An Engaged Community.** We foster a culture of engagement and civic leadership based on innovation and best practices involving community members of all backgrounds and perspectives.
- **An Innovative Economy.** We grow a diversified and innovative economy leveraging our community amenities, skilled and creative people, and educational resources to generate economic opportunities.
- **A Safe, Welcoming Community.** We embrace a safe, healthy, welcoming, and inclusive community.
- **A Well-Planned City.** We consistently improve our community's appearance and quality of life as it grows and changes, honoring our unique history and sense of place as we plan for a livable, affordable, more connected city.
- **A Financially Sustainable Organization.** We create long-term financial stability by using equitable and sustainable sources of funding for City services, and we deliver them in a lean and efficient manner.
- **A High-Performance Organization.** We operate as an ethical, high-performance organization anticipating future needs, utilizing best practices, and striving for continuous improvement.

One year later, I am pleased to share that the strategies behind the Independence Action Plan are effective. The completion of the City's first Tourism Master Plan, the development of the Fire Department's Community Risk Assessment to guide the remodeling or reconstructing our fire stations, and a \$12 million investment in police technologies-including the long-desired implementation of body worn cameras-demonstrate the kind of progress that can be made when our governing body establishes a clear vision, our highly-skilled staff is empowered to implement this vision, and our community rallies to support these initiatives. Case in point:

- The City supported Community Services League and Good Shepard Community of Christ in creating a drop-in center. A drop-in center welcomes persons living without a permanent home. Services include laundry, meals, and showering capabilities along with mental and physical health services, dental and vision programs, and a variety of other opportunities.
- The City continues to partner with Comprehensive Mental Health Services to embed mental health clinicians within the police department to respond with law enforcement on calls for service. The Mid-America Regional Council administers federal grants to sustain this program. In the most recent quarter, 127 people were assessed by a mental health co-responder. A third of those encounters were resolved on scene, and all assessments resulted in referrals for behavioral health services. Only 8 encounters (6%) supported by a co-responder resulted in arrest. Our CIT Coordinator also responded on 97 follow up visits with the Community Behavior Health Liaison, ensuring ongoing care is provided.
- The City's Alternative Response for Community Health (ARCH) places staff alongside 911 services to provide focused and immediate resources to those dealing with challenges such as houselessness, chronic medical/financial/and substance use issues, and other quality of life concerns. Most recently, the City executed a Memorandum of Understanding with the Heartland Center for Behavioral Care, adding Community Health Specialists to the ARCH team for emergency mental health services regarding all manner of quality-of-life concerns. On average, ARCH is responding or involved with a community member at least once every 90 minutes while on-duty.
- The City continues to demonstrate sound financial management. The total number of TIF projects has been reduced by 44%, dropping from 18 to 10, including 8 in the last 5 years alone. TIF Debt has been reduced by over \$82 million, a 33% decrease. All General Fund subsidies for TIF projects have also been eliminated. Citywide, debt service as a percentage of spending has been reduced by over 50%.
- General Fund reserves continue to grow. Ten years ago, the City had \$3.7 million in General Fund reserves, or about 5%. For Fiscal Year 2023-24, we're on track to finish with \$11.7 million in General Fund Unreserved Fund Balance, or about 14.3%.
- The City has seen an annual growth rate of 3.1% in the economy through December 2023. The use tax continues to experience significant growth, with a year-to-date increase of 48.4% over this time last year. It is estimated that in the first full 12 months of collections, the City will receive approximately \$1 million annually in the Marijuana Sales Tax Fund.
- We are growing our revenues through meaningful economic development. Applications for new business licenses as well as renewals of existing business licenses increased in 2023.
- The City realized a 66% increase in permits for new single family home construction in 2023. Two new multi-family housing projects gained City Council approval in 2023. There are now 1,243 Class A, market-rate apartments either newly finished or set for construction in Independence. This growth isn't just limited to market-rate housing, though. In June 2022, the City implemented a temporary building permit fee waiver program with the goal of encouraging infill single family residential construction and substantial rehabilitation of single family homes. Since the launch of this program, 13 new infill single family homes have been constructed. Additionally, private reinvestment has included \$30 million in improvements to the Hawthorne Place apartments, and \$4.4 million for improvements to the Cimmaron

apartments. Both apartment complexes offer affordable housing to residents, demonstrating that all housing types and income levels are welcome in Independence.

- The first two facilities have opened in Eastgate Commerce Center, providing nearly 600,000 in industrial space. Cargo Largo opened its 500,000 sq. ft. facility and now employs 500 people. This is a \$65 million capital investment in our community.
- The Hub Shopping Center located at the southwest corner of 23rd Street and Hub Drive near 291 Hwy was approved for a \$36 million redevelopment project aimed at modernizing the grocery-anchored shopping center for continued use for retail and other commercial purposes.
- Nearly two-thirds of the City's dangerous building cases are in the process of being resolved. I commend our staff for the improvements they have implemented to expedite the amount of time a case remains open.
- In 2023, the total number of property maintenance complaints initiated by citizens declined by nearly 25%, demonstrating a higher degree of proactive code enforcement by the City. Moreover, the City ordered more abatements in 2023 (779) than 2022 (625), allowing us to enhance the quality of life our community members desire.
- The Rock Creek Wastewater Treatment Plant was selected as the MWEA Wastewater Treatment Plant of the Year.
- 50.83 miles of roadway were addressed through the preventive street maintenance program.
- The Police Department completed acquisition of critical technology and equipment assets, including the purchase of the Mobile Command Post and body-worn cameras.
- The Fire Department completed development of a new strategic plan that includes both short and long-term goals for the department based off of analyzed data.

As a result of steadfast and disciplined leadership by the City Council and the dedicated service of City staff, we find ourselves in an improved position from years past. We stand at the crossroads of a monumental moment in our city's history as the City Council and community members contemplate generational issues such as proposed amendments to the City Charter, a General Obligation bond issue to begin addressing the City's \$1 billion deferred maintenance backlog, and the future ownership and governance of Independence Power & Light. Each of these issues fall flat, however, if the City is financially unstable and unable to provide superior basic service delivery. The Submitted Budget for Fiscal Year 2024-2025 builds on the corrective actions taken in previous fiscal years and continues to stabilize services and operations following years of budgetary delay and deferral.

Through thoughtful and deliberate decision-making, the critical input of my Leadership Team, and with the City Council's priorities as the guiding light, I am pleased to present the submitted budget for Fiscal Year 2024-2025 in accordance with Section 8.2 of the City Charter. The proposed budget totals \$413,201,019, or an increase of \$18,068,291, or approximately 4.6%.

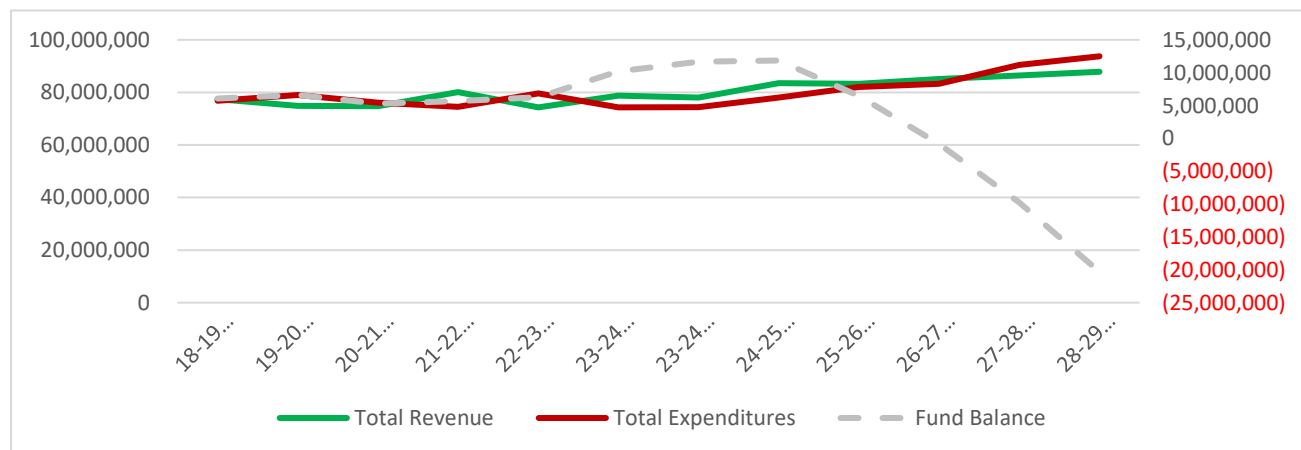
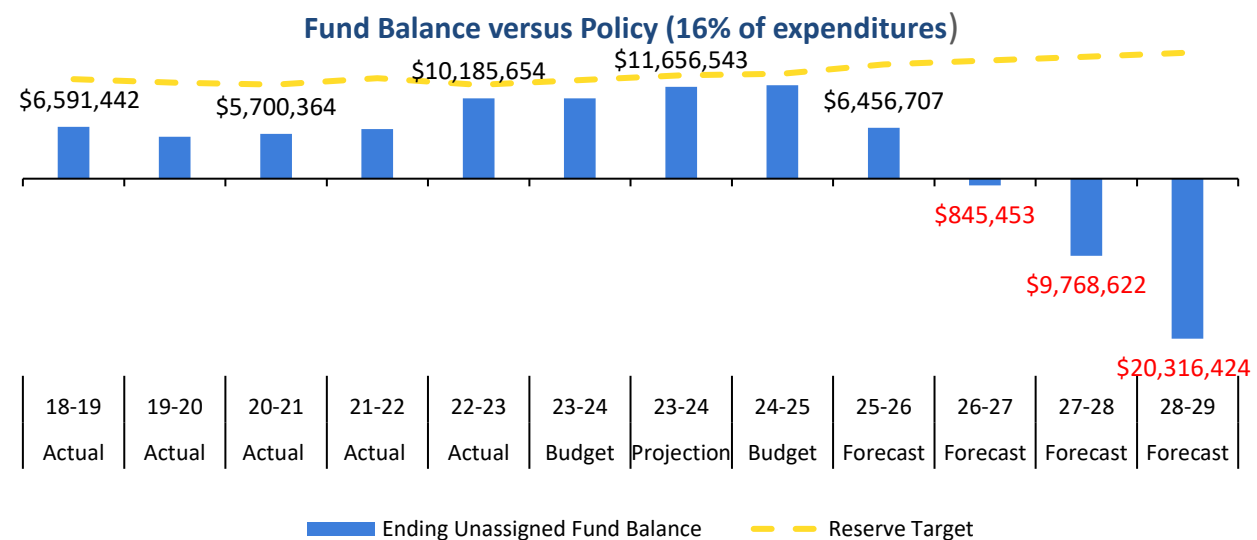
GENERAL FUND 5-YEAR FINANCIAL FORECAST

In March 2024, City Council was presented with the General Fund Five-Year Forecast, followed by a presentation outlining the fiscal pressures the City is facing both near- and long-term. Both presentations provided the same outlook – revenue growth is outpaced by various areas of expenditure growth, including salaries and benefits and inflationary costs to materials and operating

supplies. Additionally, federal subsidies that have aided in funding of the City's transit program since the beginning of the pandemic have now expired. As a result, the FY2024-25 budget included a gap of approximately \$1.2 million for this program.

One of the most adverse impacts this shortfall will have is on the City's General Fund reserve balance. City Council Resolution 17-729 established a policy that the City will endeavor to maintain a minimum Unrestricted and Unassigned Fund Balance in the General Fund equal to 16% of annual operating expenditures, or approximately \$12.9 million. The 2023-24 fiscal year is projected to end at a 14.3% reserve and although this is a significant improvement to the City's overall financial position, the increase is not structural in nature as it reflects savings primarily from personnel vacancies and other one-time revenues.

As the charts below indicate, expenditure growth is outpacing revenue growth. This structural imbalance leaves a projected ending fund balance of (\$20M) by FY 28-29. This is not a sustainable trend as it does not provide the City with sufficient resources to navigate any further economic disruptions or the flexibility to capitalize on opportunities, invest strategically, or provide service enhancements within the financial plan period.



For the past seven years, my focus has been prioritizing services, managing expenditures, driving efficiency, and executing objectives that address the ongoing structural imbalance that has negatively impacted the City's financial position and service delivery for many years. This required the collaboration and support of the City Council, City leaders, bargaining units, and other stakeholders. This year, the City began utilizing Priority Based Budgeting to address the structural issues through the reallocation of existing resources in the absence of new revenue streams. Through this process, departments identified the programs and services they are providing to the citizens of Independence, developed a cost for each program and then rated it against the Action Plan identified by City Council.

Continued stabilization of the City's fiscal condition will require additional efforts to critically examine and prioritize services, evaluate revenue options, as well as focus on attracting capital investment and other initiatives that contribute to the economic expansion of Independence.

The Assessed Value chart below shows a history of slow growth in the assessed valuation of real estate and railroads/utilities within the city. However there was significant growth projected in the 2022 valuations of about 7%. The marked increase in assessed value is largely driven by a strong housing market plus delayed increases due to the pandemic.

GENERAL FUND OVERVIEW

Total revenues for the General Fund in the Fiscal Year 2024-25 Budget are \$83,318,302 which is a year-over-year increase of \$5.2M from 2023-24 Budgeted Revenues and a 5.7% increase from FY 2022-23 Actuals. The increase over FY 2023-24 is primarily due to growth in property tax, use tax receipts, retail sales tax receipts (including voter authorized sale tax increases). Revenue sources and performance over the previous two years is outlined in the table below:

	Actual 2021-22	Forecast 2022-23	Budget 2023-24	% Difference (Actual FY 22-23 to FY 23-24)
Taxes	28,394,924	29,903,000	30,337,000	1.5%
Franchise Fees	9,228,632	8,815,000	8,967,000	1.7%
PILOTS	21,760,119	22,365,000	22,855,000	2.2%
Licenses and Permits	4,515,591	4,369,750	4,567,150	4.5%
Intergovernmental Revenue	7,044,053	7,159,000	6,907,000	-3.5%
Charges for Services	2,519,199	2,479,679	2,099,150	-15.3%
Fines and Court Fees	2,125,275	2,156,000	2,086,000	-3.2%
Interfund Charges	2,354,600	4,469,287	4,604,802	3.0%
Other Revenue	840,279	1,770,274	895,200	-49.4%
Revenue Total	78,782,672	83,486,990	83,318,302	5.8%

Total expenditures for the General Fund are \$83,318,302, including a contingency of \$603,626. This represents an increase of 1.6% from 2023-24 forecasted expenditures. As I developed this year's budget, I was met with the following objectives:

- Address a structural imbalance in the General Fund of approximately \$4.3 million. This reflects the shortfall between forecasted revenues for Fiscal Year 2024-25 and projected expenditures for the same period to simply sustain current service delivery levels. Given our meager staffing levels and operating budgets for these basic services, it was imperative that I address this structural imbalance in a manner that did not further reduce current operations.
- Allocate funding to provide a 2% across-the-board wage increase for all non-represented employees in the General Fund and adequately budget for all contractually obligated wage increases for represented employees. Of particular importance was identifying funding capacity to negotiate fair, sustainable wages with the Fraternal Order of Police Lodge 1 and the International Brotherhood of Electrical Workers (Maintenance & Clerical) Local 53, both of which have collective bargaining agreements that expire in 2024.
- Accurately budget for Fire Department overtime and other pays (including Fire Standby pay). Last year's budget allocated \$826,800 toward this expenditure, of which \$400,000 was budgeted for overtime. Instead, the Fire Department is projected to exceed budgeted overtime expenses by over double (\$883,000) and other pays by \$2 million for Fiscal Year 2023-24. In recent years, additional personnel were added with the intention of minimizing overtime expenses. That has not proven to be an effective strategy. As such, I am recommending a budget that accurately reflects the true cost of this service by allocating \$2.4 million for these expenses.
- Account for the loss of federal funds subsidizing public transportation. Fiscal Year 2023-24 represented the final year of American Rescue Plan Act (ARPA) revenue supporting the operating budget, which totaled approximately \$1.3 million. The Fiscal Year 2023-24 budget allocated \$1,328,690 in the General Fund for transit while the Fiscal Year 2024-25 budget contains a proposed allocation of \$1,334,460. Given the loss of the federal funds and the inability to increase General Fund appropriations for this service, City staff are working closely with the Kansas City Area Transportation Authority to evaluate options for revising fixed route services to match available resources.

	Actual 2022-23	Forecast 2023-24	Budget 2023-24	% Difference FY 23-24 to FY 24-25
Salary & Benefits	63,263,975	67,512,076	64,395,889	-4.6%
Operating Expenses	8,317,611	9,441,934	10,297,148	9.1%
Equipment	199,665	283,760	182,371	-35.7%
Interfund Charges	2,217,168	4,252,932	5,797,520	36.3%
Debt Service	180,739	165,400	1,771,749	971.2%
Transfers Out	212,275	360,000	270,000	-25.0%
Contingency	-	-	603,626	
Expenditure Total	74,391,433	82,016,102	83,318,303	1.6%

The graph below is a visual representation of how each dollar is spent between city departments in the General Fund:



While the Proposed Budget is balanced as required by State Law, I must reiterate that there is no built-in capacity for expansion. As such, any enhancements by the City Council during your budgetary deliberations will require corresponding reductions in expenditures as an offset. Better than forecasted revenue growth in some areas has relieved some of the financial issues at the initial planning stages of the budget, however long-term fiscal sustainability is still an area of primary concern.

As I cautioned in the previous two years' budget messages, without further structural reductions in operating expenses or an infusion of new revenues, the financial constraints experienced each year will continue to manifest and limit service delivery. Such options include:

- Make strategic changes to legacy expenditures that are growing at unsustainable rates, such as health benefits and overtime practices.
- Attract and retain industry that meets market demand and provides employment opportunities for Independence residents.
- Reallocate current resources (both people and dollars) to higher performing programs that align more closely to the strategic plan and community needs.
- Capitalize on opportunities to enhance revenue:
 - Economic development and capital investment
 - Regional events (one-time)
 - New revenue sources

Well over a dozen different strategies were contemplated for balancing the General Fund budget for Fiscal Year 2024-25. After careful consideration, I recommend the following changes of note:

- A Reduction in Force of one filled position and two vacant positions in the Finance Department and three filled positions in the City Communications Division of the City Manager's Office. Several additional positions in both departments will be backfilled at a lower annual expense. Cumulatively, this represents a savings of \$330,584 in the General Fund and \$512,500 across all funds. These changes have been implemented.
- A Reduction in Force of two filled, non-represented positions in the Fire Department, resulting in a savings of \$138,585.
- Increased revenue totaling \$341,55 through adjustments to the City's Fee Schedule, including updates to business license fees, building permit fees, and various Health and Animal Services Department fees. The submitted budget also recommends the elimination of the waiver for inspecting cafeterias at schools in the Independence School District, valued at \$25,000.
- Redirected cost allocations from the General Fund totaling \$3,245,791. This includes continuing to manage Fire Department personnel costs through the support of the expanded Fire Sales Tax in the amount of \$2,746,271. This also includes allocating \$499,520 in General Fund personnel expenses in the Municipal Services Department to various sales tax and enterprise funds consistent with the allocation of an employee's time and nature of their work. Both measures represent a short-term savings and not structural in nature.
- Elimination of Open-Access Plan 1 for all active employees from the City's self-funded health insurance plan. As the City's health insurance plan year begins January 1, this recommendation will only yield six months of savings for Fiscal Year 2024-25. Therefore, the submitted budget anticipates a savings of \$685,000 in the General Fund and another \$600,000 citywide. In future years, it is expected that this recommendation will save \$1.37 million in the General Fund and \$1.2 million citywide. It should be noted that the City will continue to offer three different health insurance options. It should also be noted that as public servants, we serve a community where 16% of our residents under age 65 do not have any health insurance.
- Streamlining and/or eliminating redundant software platforms saving \$110,000, of which \$20,200 is from the General Fund.
- Hiring "chill" on vacant positions in the General Fund total \$3,325,344. I have instructed my Leadership Team that positions may be filled with a budget analysis and City Manager approval.

The net savings from these recommendations is \$601,741 including my recommendation to fund just \$64,400 of the \$1,258,478 in new spending requests:

- \$25,400 for salary increases for four Municipal Court Clerks;
- \$25,000 for the General Fund portion of the City's lobbying services contract;
- \$10,000 for document shredding in compliance with Missouri State law; and,
- \$4,000 for a new computer in the Emergency Preparedness Division.

As I've previously noted, there is tremendous economic progress occurring in our community that will provide much needed revenue growth for our City. However, it will take time for these projects to fully bear fruit, and even then, these projects alone will not eradicate the intergenerational poverty that plagues far too many in our community. U.S. Census Data estimates for Independence between 2018 and 2022 show that per capita income is less than \$32,000 and that 15% of our residents live in poverty.



As I've stated many times prior, we cannot cut our way to prosperity, but we also cannot expect a population with our socioeconomic demographics to sustain our level of expenditures without corresponding revenue growth. As employees of the City of Independence, we must realize that we are fortunate to have a salary and benefit package that far exceeds the total household income of more than one-third of our citizens. We must remain cognizant of our need to provide a competitive salary and benefit plan while maximizing the value of services our citizens underwrite. Reducing City services at the expense of propping up an extraordinary benefits plan is not a model I can recommend as your City Manager, particularly given the threadbare margin by which we already operate.

HEALTH & ANIMAL SERVICES FUNDS



Following the reorganization and restructuring of the Independence Health Department in 2018, the City Council directed City staff in late 2020 to pursue recognition from the State of Missouri as a Local Public Health Agency (LPHA). Recognition was received from the State in early 2021, and this budget

provides continued funding to provide baseline public health services. The department provides a variety of services, including the following major accomplishments from Fiscal Year 2023-24:

- Conducted 1,088 permitted health inspections.
- Responded to 4,807 animal control calls.
- Took in 1,948 animals at the Regional Animal Shelter, with a live release rate of 95.1%.
- Administered over 120 COVID vaccine doses.
- Supported the Alternative Response to Community Health (ARCH) program in providing 176 transports, saving citizens \$166,000 and releasing/canceling 703 emergency units from service.

Revenues for the department remain flat while expenditures (especially personnel costs) continue to rise. The department relies heavily on federal and state grants as well as support of animal shelter functions from the community. The department received over \$1 million in grant funding in FY 2023-24.

	FY 2021-22 Actual	FY 2022-23 Projected	FY 2023-24 Proposed Budget
Revenues			
Taxes	1,632,488	1,770,147	1,826,450
Charges for Services	595,857	596,209	758,764
Investment Income	29,468	38,705	37,155
Other	172,440	62,003	18,000
Total - All Other	2,430,253	2,467,064	2,640,369
Transfers in from Other Funds	300,000	260,000	-
Total Revenue	2,730,253	2,727,064	2,640,369
Expenditures			
Salary & Benefits	\$1,732,737	\$1,687,920	\$1,778,813
Retiree Health Insurance	66,638	62,300	73,000
Operating Expenses	484,730	734,557	712,696
Equipment	3,532	6,885	6,885
Operating Expenses	\$2,287,637	\$2,491,661	\$2,571,394
Capital Improvements	-	-	-
Debt Service	-	-	-
Contingency	-	-	81,299
Transfers Out	-	-	-
Total Expenditures	2,287,637	2,491,661	2,652,693

PARKS, RECREATION & TOURISM FUND

In addition to the General Fund, the Independence Parks, Recreation and Tourism Department (PRT) is supported by several revenue streams.



- & Animal Services Fund.
- Tourism Fund – collected on the charges for transient guests of hotels, motels, bed and breakfast inns, campgrounds, and short-term rentals.

The department achieved several notable achievements in FY 2023-24, including:

- Completing the Tourism and Museum Master Plan.
- Initiating the centralization of facilities and grounds maintenance for to achieve greater operating efficiencies and improved service delivery.
- Coordinated with various City departments and community partners to address 21 homeless camps located on Park property.

As the parks funds are special revenues, the City's policy is for each fund to meet a reserve requirement between 5-16% of revenues. As of the 2024-25 budget, the Tourism, Parks Improvement Sales Tax and Parks & Recreation Levy are projected to meet a 16% reserve. Like the General Fund, PRT funds are facing a structural imbalance that impedes the long-term fiscal sustainability of current levels of operation and service.

Current operating costs are not sustainable given increasing internal service costs, higher personnel service costs, and inflationary expenditure costs. To compensate for these increasing costs, the department is implementing a Reduction in Force impacting 8.7 full-time equivalent positions, or 10.3% of the total PRT staff. Current capital project costs for the Park Improvement Sales Tax Fund and the Tourism Fund are also not sustainable for the long term. Additional revenue streams are needed.

Despite these challenges, the submitted budget contemplates several program enhancements for the department to meet the needs and expectations of the community. These include:

- Restructuring the Recreation Division to emphasize programming rather than facilities.
- Addition of 1.3 FTE Seasonal Recreation Worker and 2 FTE Seasonal Maintenance Worker positions from April through October to address park maintenance needs.

- Structured the submitted budget to reflect the option of Tourism being separated from the Parks & Recreation Department. Tourism includes the operation and maintenance of historic sites, museum, Truman Memorial Building, Main Street 1849, marketing, and visitor's guide production. As this was our first year utilizing Priority Based Budgeting, I will note that historic sites rated as the most expensive and least aligned operation with the Parks & Recreation Department.

Over the next three years, I will be working with the City Council and the Parks/Recreation/Tourism Department to develop and implement a new vision for this department. Such items may include:

- Reviewing Park property to determine underutilized locations for surplus.
- Implementing revised hours and programming for Recreation to focus on youth activities and more weekend events, activities, and programs.
- Investigate new recreation software programs for enhanced customer service.
- Pursue accreditation as a Park and Recreation Agency through the National Recreation and Parks Association.

USE TAX FUNDS OVERVIEW

Estimated revenues in the Fiscal Year 2024-25 Proposed Budget from the Use Tax are outlined in the table below. Voters approved amended Use-Tax ballot language in November 2021 to support expanded applications of the Use Tax. FY 2024-25 Budgeted amounts are based on a 2% growth over FY 2023-24 projected amounts. Per the ordinance language, both the Animal Shelter and Police will see a growth rate of 4.4% based on the Consumer Price Index.

	2022-23 Actuals	2023-24 Projected	2024-25 Proposed Budget
Animal Shelter Use Tax (010)	\$782,000	\$855,000	\$893,000
Police (018)	4,100,000	4,483,000	4,683,000
Waterfall			
General Fund (002)	\$1,023,612	\$2,000,000	\$2,040,000
Street Improv Sales Tax (011)	511,806	800,000	877,000
Park Improv Sales Tax (012)	255,895	500,000	438,000
Storm Water Sales Tax (013)	255,895	500,000	438,000
Police Public Safety Sales Tax (014)	127,948	275,000	219,000
Fire Public Safety Sales Tax (017)	511,806	1,000,000	877,000
Total Revenue (All funds)	\$7,568,962	\$10,413,000	\$10,465,000

SALES TAX FUNDS OVERVIEW

In addition to the Use Tax, the City of Independence administers five additional voter-approved sales taxes. Like all City funds, these continue to experience pressure of increasing costs to support their intended uses against limited growth. The only exception to this is the Fire Public Safety Sales Tax which received voter approved expansion in November 2021.

- Fire Public Sales Tax Changes:\$5,450,000 for Capital Projects
 - \$2,750,000 for Architectural Design Fees for new station construction
 - \$300,000 for Parking Area Addition
 - \$1,050,000 for a new pumper
 - \$1,350,000 for new aerial ladder truck
- Police Public Safety Sales Tax Changes and Use Tax Changes:
 - \$550,000 in Capital Projects for the purchase of a new Bearcat vehicle
 - \$1.2M for Axon contract for body cameras and other equipment and software



	FY 2022-23 Actuals	FY 2023-24 Projected	FY 2024-25 Proposed Budget
Street Improv Sales Tax (011)	7,379,549	15,214,633	14,014,693
Park Improv Sales Tax (012)	5,491,502	6,300,004	6,474,551
Storm Water Sales Tax (013)	7,407,461	4,322,070	11,529,403
Police Public Safety Sales Tax (016)	2,177,571	6,797,372	6,276,670
Fire Public Safety Sales Tax (017)	4,023,811	8,454,098	15,234,937
Marijuana Sales Tax Fund (065)	0	620,000	900,000
Total Expenditures	\$26,479,893	\$40,503,334	\$52,259,037

ENTERPRISE FUNDS OVERVIEW

The submitted budget does not forecast significant revenue growth in the enterprise funds which is a result of limited economic expansion, flat consumption, and fixed utility rates.

		FY 2022-23 Actual	FY 2023-24 Projected	FY 2024-25 Proposed Budget
Power & Light (020)	Revenue	158,559,523	151,027,379	159,106,500
	Expenditure	149,438,432	157,091,586	169,873,760
	Net	\$9,121,091	(\$6,064,208)	(\$10,767,260)
Water (040)	Revenue	39,213,190	40,986,510	36,940,800
	Expenditure	29,637,029	42,116,520	48,542,960
	Net	\$9,576,160	(\$1,130,010)	(\$11,602,160)
Sanitary Sewer (030)	Revenue	36,727,547	37,820,609	36,309,112
	Expenditure	32,289,890	34,739,795	40,894,298
	Net	\$4,437,657	\$3,080,814	(\$4,585,186)

Highlights in the Proposed Budget for the Enterprise Funds include:

- Municipal Services:
 - Incorporation of Water operations into Municipal Services.
 - Transition of Facilities Maintenance to the Parks/Recreation/Tourism Department.
 - \$33,473,103 in Capital Improvements, including:
 - \$260,000 for the General Fund portion of the Spring Branch Garage Complex.
 - \$7,380,915 in Street Improvements Sales Tax projects.
 - \$3,364,171 in grant-funded projects.
 - \$7,583,017 in Stormwater Sales Tax projects.
 - \$5,505,000 in Sewer projects.
 - \$9,380,000 in Water projects.
 - Personnel Additions:
 - Pipe Worker (Water Fund), 2.0
- Power & Light
 - Elimination of the 6% Rate Reduction as recommended by the Public Utilities Advisory Board was approved in FY 2023, FY 2024-25 will be the first full year of the elimination of the reduction.

- Expanding transmission and distribution capabilities to support growth on the east side of town.
- Personnel Additions:
 - Engineering Supervisor, 1.0
 - System Operator Trainee, 1.0

CONCLUSION

As this budget is being submitted for City Council consideration, our City is in the midst of some of the most decisive years it has faced in its long history. After 50 years of planned growth, the Little Blue Valley is finally realizing the development that has been long anticipated. New and varied housing stock is being added to our community while underutilized spaces are being primed for redevelopment. Pending decisions on transformational issues like amending the City Charter, seeking a multi-million-dollar General Obligation Bond, and future governance of Independence Power & Light have the capacity to further enhance the delivery of basic services and enhance the quality of life for our community members.

Yet, the City of Independence has a series of underlying issues that threaten our financial stability, and these promising developments will not deliver on their potential without solidifying our financial position. The City has had many hard conversations and taken equally hard steps each of the last eight years to bolster our fiscal health, but more work remains to be done. Deliberate and thoughtful dialogue must continue to be had about what programs and services our community values most. A budget is, after all, a statement of values.

I want to thank you, the City Council, and the City departments for the assistance provided in preparing this budget. I also wish to thank all our City staff who serve our community. They do so with the utmost professionalism and commitment in a highly challenging environment.

The options presented as a part of this budget are not easy choices; my staff and I are ready to address any questions regarding the information presented.

Respectfully,



Zachary C. Walker

City Manager



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2023-2024 City of Independence Action Plan

Purpose and Purpose Statements

Independence is a safe, inclusive community fostering civic engagement and creativity, with a thriving and diversified economy, a strong and proud history, and a high quality of life as our community grows and adapts.

Purpose Statements

1. **An Engaged Community.** We foster a culture of engagement and civic leadership based on innovation and best practices involving community members of all backgrounds and perspectives.
 2. **An Innovative Economy.** We grow a diversified and innovative economy leveraging our community amenities, skilled and creative people, and educational resources to generate economic opportunities.
 3. **A Safe, Welcoming Community.** We embrace a safe, healthy, welcoming, and inclusive community.
 4. **A Well-Planned City.** We consistently improve our community's appearance and quality of life as it grows and changes, honoring our unique history and sense of place as we plan for a livable, affordable, more connected city.
 5. **A Financially Sustainable Organization.** We create long-term financial stability by using equitable and sustainable sources of funding for City services, and we deliver them in a lean and efficient manner.
 6. **A High-Performance Organization.** We operate as an ethical, high performance organization anticipating future needs, utilizing best practices, and striving for continuous improvement.
-

1. An Engaged Community

We foster a culture of engagement and civic leadership based on innovation and best practices involving community members of all backgrounds and perspectives.

1.1 Outreach - Continue to strengthen and innovate in how we deliver information to the community and our partners.

- a.) City Communication Plan and Protocol. Update, implement, and train for a City-wide communications protocol and outreach plan.
- b.) Communicate more effectively internally and externally. Continue to enhance the City's primary public information tools: City 7, website, newsletters, social media.
- c.) Complete an Audio/Visual Needs Assessment for City Facilities and Implement Upgrades to Meet Current and Future Needs.
- d.) Automate Systems for Fulfillment of Records Requests.

1.2 Community Engagement - Broaden and deepen engagement of the community in city government, innovating methods for inviting input from the community and stakeholders.

- a.) Enhance City Committees and Advisory Boards. Restructure or combine City boards and committees to more effectively advise the city and engage the public.
- b.) Community Engagement Plan. Develop a plan to increase community engagement in city decision-making processes.
- c.) Create a Standard City Council, Boards, and Commissions Onboarding and Education Process. Increase education for City Council, commissions, boards, and advisory boards.
- d.) City Charter Review. Complete the review of the City Charter by the Charter Review Commission and seek voter approval of proposed changes to reflect best practices.

1.3 Public Agencies Collaboration - Foster successful collaboration with other public agencies and build on these successes.

- a.) Quarterly City/County Meetings. Establish regularly scheduled meetings between the City of Independence and the Jackson County Legislature to discuss issues of mutual interest.
- b.) Continue the City's Participation in the Eastern Jackson County Shared Services Initiative and Other Regional Collaborations through the Mid-America Regional Council.
- c.) Enhance the City's relationship with the Independence, Fort Osage, Blue Springs, and Raytown School Districts.
- d.) Enhance the City's relationship with Blue River Community College.
- e.) Enhance the City's relationship with the Mid-Continent Public Library.
- f.) Enhance the City's relationship with State and Federal Agencies.
- g.) Develop and support a legislative agenda.

1.4 Business and Institutional Partnerships – Explore opportunities for partnerships with key business groups and non-profit organizations.

- a.) Enhance the City's relationship with the Independence Square Association, Community Services League, Hotel and Lodging Alliance, Truman Habitat for Humanity.

2. An Innovative Economy

We grow a diversified and innovative economy leveraging our community amenities, skilled and creative people, and educational resources to generate economic opportunities.

2.1 Business Growth – Support retention and growth of both the traded and local business sectors while welcoming and encouraging new and existing businesses, in coordination with the Independence Economic Development Partnership.

- a.) Update the Business License Code.

b.) Establish a small business support center to facilitate and guide the City's licensing and permitting process.

c.) Support the continued development of the Eastgate Commerce Center.

2.2 Infrastructure Investments – Strategically invest in infrastructure as a mechanism to encourage economic development and economic redevelopment.

a.) 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.

b.) Complete the Tourism Master Plan to Attract and Retain Visitors to the City's Historic Sites, Amenities, and Events.

c.) Complete the Deployment of High-Speed, Broadband Internet Service Throughout the City.

2.3 Workforce Development – Support education and workforce development initiatives to improve the skills of our citizens.

a.) 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.

3. A Safe, Welcoming Community

We embrace a safe, healthy, welcoming, and inclusive community.

3.1 Public Safety – Support high-quality public safety programs, emergency preparedness, facilities, and leadership.

a.) 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.

b.) Implement the Independence Fire Department Community Risk Assessment and Standard of Cover Analysis Master Plan.

c.) Complete Fire Service Strategic Plan.

d.) Enhance the City's Relationship with the Jackson County Prosecutor's Office to Improve the Prosecution System.

e.) Develop and implement a comprehensive recruitment strategy for Independence Police Department, including both sworn and civilian positions.

f.) Review and Update All Police Department Policies and Procedures.

g.) Update Public Safety Technology Systems. Fund and implement necessary new technology systems for Police and Fire Departments.

- h.) Analyze Current and Future Staffing Needs Across the Police and Fire Departments and Shift Alignment of Personnel for Operational Efficiency and Optimal Service to the Public.
- i.) Develop a Comprehensive Professional Development and Training Program within the Police and Fire Departments to Address Succession Planning Needs.
- j.) Reduce Crime and Disorder. Balance proactive policing efforts with community engagement-including neighborhood watch program and business crime prevention program-within allotted resources.
- k.) Increase Park Patrol to enhance Park Safety.

3.2 Health & Safety Action – Work with our partners to improve education, public awareness, and to coordinate programs concerning public health, animal welfare, emergency services, criminal justice, and important social services.

- a.) 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.
- b.) 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.
- c.) Facilitate the Development of a Drop-In Center and Single Persons Shelter in Eastern Jackson County.
- d.) Maintain Status as a No-Kill Animal Shelter.

3.3 Friendly Community – Ensure Independence continues to welcome diversity through policies, public awareness, and community engagement.

- a.) Anticipate, Celebrate, and Incorporate an Increasingly Diverse Population into the Community, City Boards and Commissions, and City Staff.

4. A Well-Planned City

We consistently improve our community's appearance and quality of life as it grows and changes, honoring our unique history and sense of place as we plan for a livable, affordable, more connected city.

4.1 Improve public infrastructure and the condition of public facilities.

- a.) Develop a Criminal Justice Facility Plan.
- b.) Complete the National Frontier Trails Museum Master Plan to Focus Emphasis on Museum Exhibits and Visitor Experience.
- c.) Identify Permanent Facility Solution for Animal Shelter.
- d.) Evaluate Space and Maintenance Needs for City Buildings, Recreation Centers, and Site Amenities and Determine Priorities and Strategies for Needed Improvements.

- e.) 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.
- f.) 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.
- g.) Complete the Best Professional Judgement Study for Water Plant Sludge Discharge Pursuant to the Missouri Department of Natural Resource's Water Protection Program.
- h.) Refine the Pavement Management Program.
- i.) Target Street and Sidewalk Maintenance Along Major Corridors and Historic Sites.
- j.) Determine Long-Term Plan for Independence Power & Light, Including Additional Generation Resources, Long-Term Plan for Maintaining Capacity, and Facilitating the Retirement of Existing Combustion Turbines.
- k.) 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.

4.2 High Quality Urban Approach – Continue to support high-quality planning, ranging from building design to neighborhood layouts, while pursuing urban approaches to issues such as multimodal transportation, infill, density, connected trails and parks, and walkable neighborhoods.

- a.) Develop and Adopt Design and Construction Manual.
- b.) Modernize Our Development Engineering Codes.
- c.) Develop Access Management Plan and Storm and Sanitary Master Plan to Guide Development.
- d.) Adopt a Unified Development Ordinance Amendment to Regulate Short-Term Rentals.
- e.) Adopt a Unified Development Ordinance Amendment to Regulate the Number of Used Car Dealerships that May Operate Within the City.
- f.) Leverage and Maximize the Historic district Designation for the Square and Explore Establishing Additional Historic Districts.
- g.) Research and Implement Strategies in the Historic Preservation Master Plan to Protect Community Historical Resources.

4.3 Stabilize and Revitalize Neighborhoods – Partner with citizens and businesses to promote and maintain a safe, healthy, and desirable living and working environment through the administration of property maintenance, zoning, and right-of-way codes.

- a.) Target Incentive Programs (Including Tax Abatement), CDBG, and HOME Resources in neighborhoods, Activity Centers, and Along Corridors to Support Revitalization and Stabilization.

- b.) Continue Enforcement of the Vacant Building Registry Program.
- c.) Research and Incorporate Best Practices into the UDO to Encourage Infill Housing Units in Neighborhoods, Public Transit Nodes, and Activity Centers.
- d.) Support and Engage the Land Clearance Redevelopment Authority to Facilitate Redevelopment Projects.
- e.) Collaborate with Community Partners on Various Methods to Stabilize Neighborhoods.
- f.) 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.
- g.) Explore Land Acquisition Along Truman Road to Enable Beautification Along Major Entryways into the City.
- h.) Continue Project Design and Construction for the 24 Highway Complete Streets Project.

4.4 Vibrant Commercial Districts and Neighborhood Centers – Promote and support healthy, vibrant commercial districts and neighborhood centers – including higher densities and intensification of use in these key areas.

- a.) Continue Implementation of the Recommendations in the Adopted Downtown Redevelopment Coordinating Committee Master Plan.
- b.) Implement the Recommendations of the Fairmount Planning Sustainable Places Report.

4.5 Housing and Transportation Choices – Vigorously encourage, through a wide variety of actions, the development of sustainable and lasting housing options for all individuals and families and improve mobility options that accommodate all travel modes.

- a.) Implement the strategies of the 2022 Master Housing Study to Address Various Community Housing Needs.
- b.) Coordinate with RideKC partners to ensure that public transportation connects the Independence workforce to quality jobs.
- c.) Advance Design Work on the Noland Road Complete Streets Project.

5. A Financially Sustainable Organization.

We create long-term financial stability by using equitable and sustainable sources of funding for City services, and we deliver them in a lean and efficient manner.

5.1 Control Long-Term Costs – Ensure City finances are stable and sustainable.

- a.) Pursue plan design changes to the Stay Well Employee Insurance Program to Control Long-Term Expenditures.

- b.) Conduct a Market Salary Study and Implement Recommendations in the Employee Pay Plan Focused on Recruitment and Retention.
- c.) Promote Standardization of Technology and Centralization of IT Functions to Make City Operations More Efficient and Cost-Effective.
- d.) Mature the City's Cyber-Security Practices to Improve Management of Cyber-Security Risks while Protecting Sensitive Information.
- e.) Develop Cost of Service Studies for the Electric, Water, and Sanitary Sewer Utilities and Ensure Appropriate Customer Rates.
- f.) Research and Evaluate the Governance and Operation of Independence Power & Light.

5.2 Capture Sustainable Sources of Funding – Obtain permanent, viable funding for City services.

- a.) Identify and Capture Additional Funding to Stabilize the Health Department.
- b.) Identify and Capture Funding for the Parks/Recreation/Tourism Department to Continue and Expand Services and Programs.
- c.) Identify and Capture Funding for Cemetery Maintenance and Support.
- d.) Identify and Capture Funding for Public Transit.
- e.) Identify and Capture Funding for Dangerous Building Demolitions and Code Enforcement Abatements.
- f.) Research Additional Long-Term Revenue Streams and Funding Sources to Support Delivery of Basic Services.
- g.) Seek Voter Approval of the Recreational Marijuana 3% Local Sales Tax.
- h.) Seek Voter Approval of General Obligation Bonds for Infrastructure and Facilities Projects.
- i.) Pursue the Museum and Tourism-Related Activities Tax to Support Tourism Needs.

5.3 Financial Planning and Reporting – Identify and update policies, procedures, and systems to ensure transparent and efficient financial information.

- a.) Implement a Budgeting Module to Include Priority-Based Budgeting, Capital Improvements Programming, and Capital Outlay/Asset Replacement Program.
- b.) Update the City's Purchasing Policy and Procedures.
- c.) Revise the City's Travel Policy.
- d.) Implement Uniform Standard Operating Procedures for Grant Reporting.
- e.) Revise the Monthly Financial Reports for Improved Transparency and Ease of Understanding

6. A High-Performance Organization

We operate as an ethical high-performance organization, anticipating future needs, utilizing best practices, and striving for continuous improvement.

6.1 Values-Driven Culture – Promote a values-driven organizational culture that reinforces ethical behavior, exercises transparency, and maintains the community's trust.

- a.) Develop a Cross-Functional Team Culture. Use cross-functional teams to meet Independence's future opportunities and challenges.
- b.) 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.

6.2 Employee Excellence – Recruit, retain, and value a diverse, well-trained, qualified, and motivated team capable of delivering superior performance. Be accountable and expect accountability from others. Make demonstrated use of good judgement a part of the evaluation process for promotions.

- a.) 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.
- b.) Continue New Employee Orientation Program. Provide assistance to new employees so they feel welcomed and prepared to succeed.
- c.) Adopt Organizational Values and Align with the Employee Recognition Program to Celebrate the Demonstration of Values in Action.
- d.) Develop and Administer Annual Performance Evaluation Process for All City Employees.
- e.) 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.

6.3 Best Practices, Creativity, and Foresight – Utilize best practices, innovative approaches, and constantly anticipate new directions and changes relevant to the governance of the City. Be adaptable and flexible with an outward focus on the customer and an external understanding of the issues as others may see them.

- a.) Implement Department Staffing Plans. Compile departmental staffing plans and create a system to implement the plans to address current and future workload.
- b.) System Integration. Identify key systems that if integrated would improve efficiency and effectiveness.

c.) 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.

6.4 Performance Metrics – Utilize key performance and cost measures to monitor, track, and improve the planning and delivery of City programs and services and to promote greater accountability, effectiveness, and efficiency.

a.) Develop Data Analysis Tools. Develop more sophisticated analytical tools to access, monitor, measure, and analyze data to inform decision making.

b.) Set Performance Measures. Set performance measures that align with the strategic plan.

c.) 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.

d.) Strategic Municipal Service Delivery Expectations. Strategically manage community and employee expectations about the City's capacity to deliver services.





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Mayor & City Council

Form of Government

In 1961, Independence voters selected a council-manager form of government. Under Charter Article 2.1, this form of government calls for one mayor and two council members elected by the city, and four council members elected by districts. The mayor and all city council members are elected to staggered four-year terms. The governing body is generally referred to as the "City Council." As the policy makers, the City Council passes resolutions and ordinances, adopts the city budget, appoints citizens to advisory boards and hires the city manager.

City Officials

Mayor

Rory Rowland

District 1

John Perkins

District 2

Brice Stewart

District 3

Heather Wiley

District 4

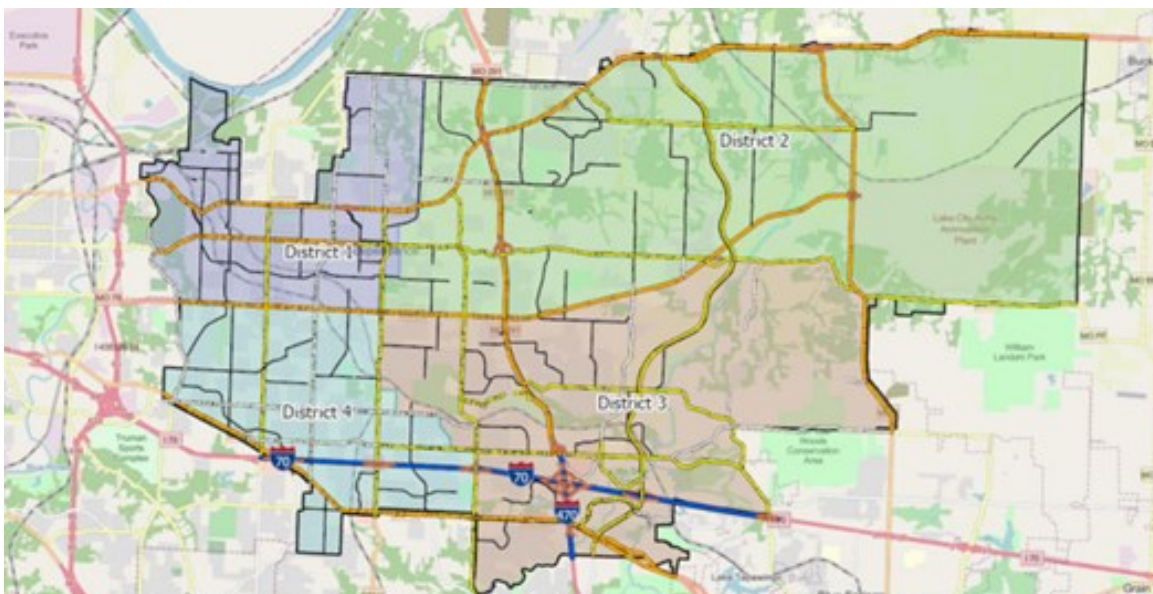
Jennie Vaught

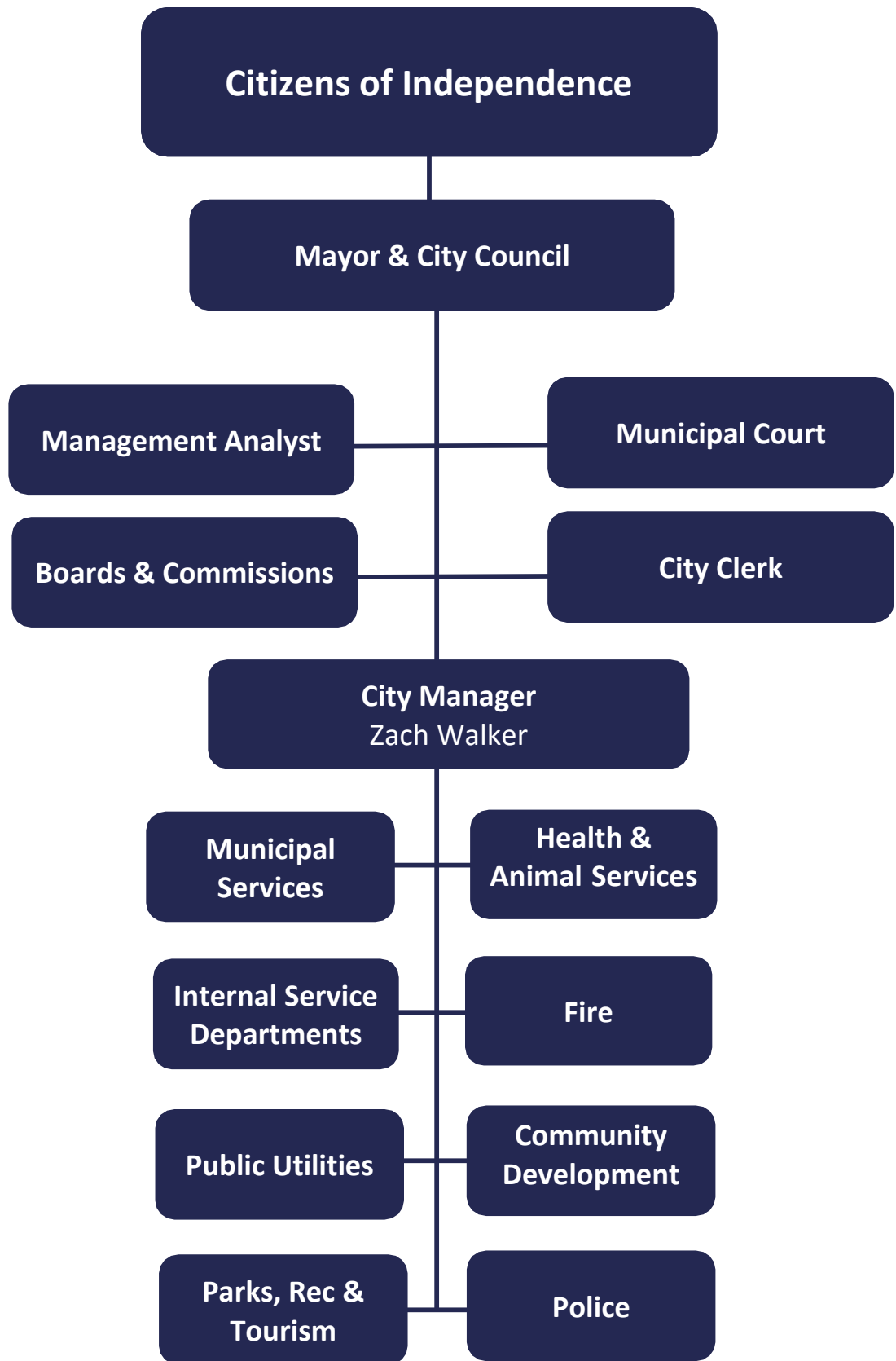
At Large

Jared Fears

At Large

Dr. Bridget McCandless





Guide to the 2024-25 Budget Document

The purpose of this budget document is to provide a comprehensive view of the operating budget. The budget is a tool for management to plan services, but it is also a communication to the public on the overall financial and policy direction of the city. Use this guide to navigate the document.

Budget Transmittal letter

The City Manager's Budget Message provides the framework for how the budget was developed, including contextual information on the city's finances, economic trends, and changes to the budget.

Introduction

This section provides general information about the city:

- Names and photos of Mayor and City Council
- City of Independence overview and history

Fund Summaries

This section of the book gives the highest-level overview of the fund structure of the city.

- The breakdown of expenditure types across all funds
- The breakdown of revenue types across all funds
- Fund summaries for each fund, which show how the expenditures relate to the revenues.

Department Summaries

This section contains summary and detail information about each city department:

- Organizational chart shows the director and divisions of each department.
- Department summary page highlights the mission of the department, the budgetary funds that make up the budget, a summary of expenditures, and total budgets and FTE counts.
- The department is then broken down further into divisions (for instance, the Patrol Division of the Police department). The top half of the page will show summary information about the types of expenditures in that division, as well as the funding source and FTE counts.

Appendix

The appendix includes miscellaneous information that may help further understanding of the budget, including:

- Approved packages included in the budget.
- Capital Outlay details by department.
- ARPA summary
- Glossary of budget and finance terms

About the City

About the City of Independence

Independence is the fifth largest city in Missouri, located within Jackson County. It is the largest suburb of the Kansas City metropolitan area on the Missouri side. Located ten miles east of Kansas City, Missouri in the geographical center of the United States. Independence has a Mayor/City Council/City Manager form of government. The Independence City Council is made up of six members, four are elected to represent one of the city districts, the other two are elected by the city. The Mayor also sits on the City Council and serves as the "Head of Government" for the city. Members serve a four-year term, beginning January 1 following the election.

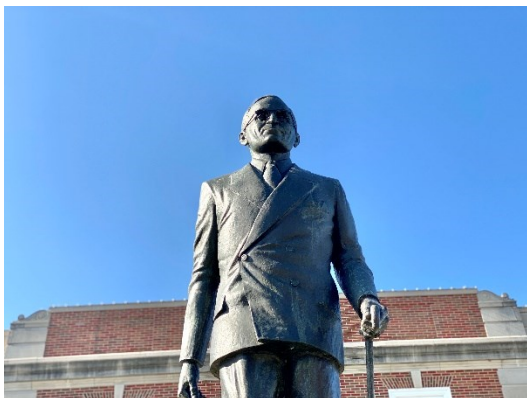
History

Many towns and cities have stories that have been passed down from generation to generation. The rare few have stories of such historic proportions that they become the stuff of legends. Rarer still are the cities whose “Once upon a time” is tied to the opening chapters of so many American lives. Independence, Missouri is a city unlike any other. It is where 400,000 fearless souls set off on a new venture that would not only alter the course of their lives, but the trajectory of an entire country. It is a city so visionary, self-determined and free-spirited, that it became the jumping off point to a whole new world.

Independence was originally inhabited by the Missouri and Osage Indians and became part of the United States with the Louisiana Purchase in 1803. It was the farthest point westward on the Missouri River where steamboats or cargo vessels could travel. The city quickly became the hub of the California Trail, Santa Fe Trail, and the Oregon Trail. Independence was soon known as the Queen of the Trails, due to its unique location where all three trails converged. It wasn't until the 19th century that Independence was defined by The United States Congress as the “Start of the Oregon Trail.” In 1826, Independence was named the county seat of Jackson County. During the years of 1862 and 1864 the First and Second battles of Independence were fought.



It's not surprising then that 100 years later, the 33rd President of the United States should also find his roots and jumping off point in Independence. In his own pioneering way, Harry S. Truman helped write a big part of our country's history. And as a great American himself, shape its ideals and role in the world. After his two terms, President Truman returned to Independence, where the Presidential Library was built in 1957. For another two decades, he and his wife Bess remained Independence residents. The Harry S. Truman National Historic Site and the Harry S. Truman Presidential Library and Museum are both located in Independence.



From the strength and fortitude of its earliest trailblazers to the straight-talking, pragmatism of Harry S. Truman, Independence has provided the country just what it needed at the time. And the city continues its role as a launching pad for brave new ideas and future growth. Nowhere is that more evident than in places like the Ennovation Center, an entrepreneurial incubator where a fiercely independent and creative work ethic is blazing new trails in industries from business technology and healthcare to food services and bringing a whole new generation of innovators to the area.

Community Profile

Independence is positioned strategically at the crossroads of I-70 and I-470, where approximately 150,000 cars pass each day. The Kansas City metropolitan area has more lane miles of freeway per capita than any other metro area in the United States. Two rail lines, three interstates and five state highways serve Independence. The city is located just 25 minutes from Kansas City International Airport.

Population: 121,211	Median value of owner-occupied units:
Square Miles: 78.00	\$154,700
Number of Households: 53,057	School Enrollment: 23,928
Average Household Size: 2.3	Miles of highways: 46.38
<i>Source: City of Independence and Censusreporter.org</i>	Sister City: Higashimurayama, Tokyo, Japan

Independence has seven police stations, ten fire stations, and the city provides Water, Sanitary Sewer, and Power and Light utilities, with three power stations.

The development of the Little Blue Parkway, a new thoroughfare connecting the eastern portion of the City from I-70 to 24 Highway will open 38 miles of land for development. It is estimated that by the year 2020, the Little Blue Valley will be home to an additional 20,000 people and 5,000 new office, industrial and retail jobs.

In the heart of the city, Historic Independence Square is undergoing a renaissance with substantial increase in private investment and a planned restoration of the Historic Jackson County Courthouse. The traditional town square offers unique shops, restaurants, loft-style apartments and a newly renovated cinema and bowling alley.

Creating the educated workforce of the future is a priority for the Independence Community. The city is supported by four award-winning public-school districts: Independence, Blue Springs, Fort Osage, and Raytown school districts. Independence is home to four colleges to support the higher education needs of our citizens, including Metropolitan Community College, Graceland University, Park University, and National American University.



Independence has a history of a pro-business attitude. Its low-cost environment is a natural incentive to companies looking to expand or relocate. Independence has the third lowest property tax rate in the Kansas City Metropolitan Area. Additionally, the City does not tax on personal property, including machinery and equipment. The city tax structure coupled with the many affordable housing options makes it the best value in the Metro for working and living.

Statistical Information

Income

Per capita personal income, Missouri Adjusted Gross Income per return data for the city, County, and State are presented in the following table:

	2021	2020	2019	2018	2017
City of Independence	30,273	28,197	25,341	29,468	25,668
Jackson County	52,436	49,572	46,214	45,319	43,893
State of Missouri	55,159	49,589	46,635	43,661	49,926

AGE

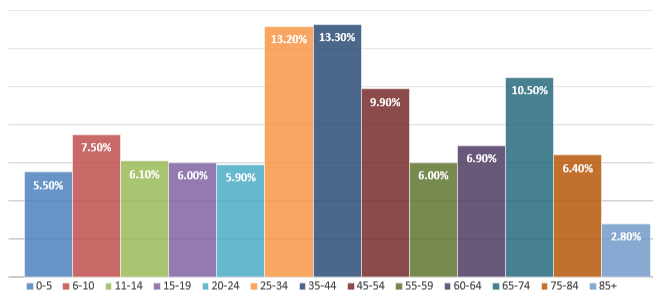
40.2

Median Age

about 12% higher than the figure in the Kansas City, MO area: 35.4

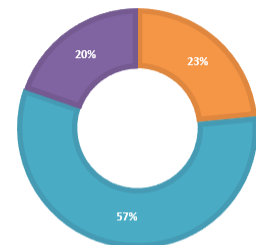
about 3% higher than the figure in Missouri: 39.1

POPULATION BY AGE RANGE

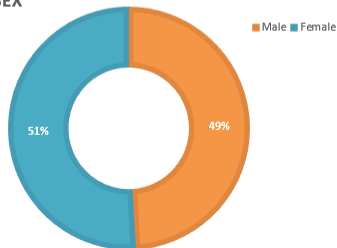


POPULATION BY AGE CATEGORY

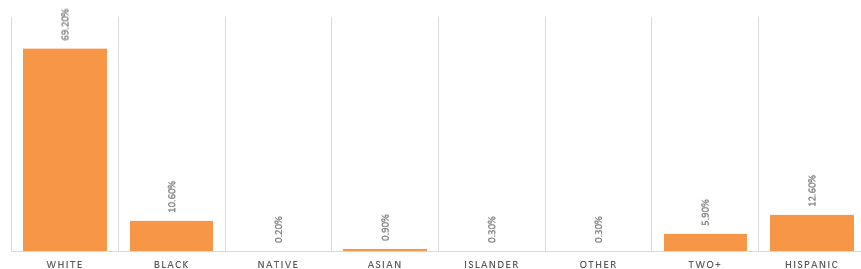
Under 18 18 to 24 65 and over



SEX



RACE AND ETHNICITY



	2021	2020	2019	2018	2017
City of Independence	122,230	123,011	116,676	116,925	117,306
Jackson County	713,229	717,204	703,011	700,307	698,895
State of Missouri	6,140,000	6,154,913	6,137,000	6,043,000	6,114,000

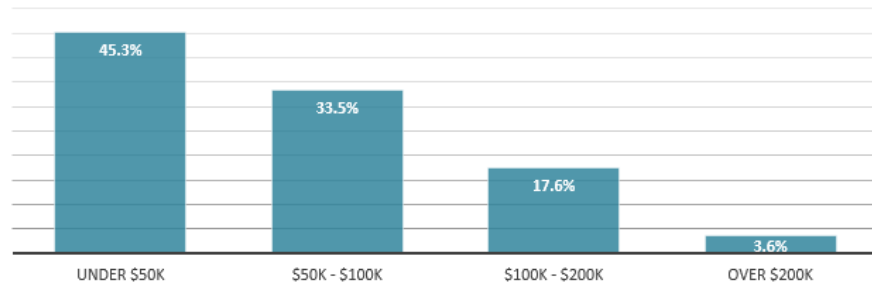
Income

\$53,082

Median household Income

about 85 percent of the amount
in Jackson County: \$62,422about 82 percent of the amount
in Missouri: \$64,811

Household Income



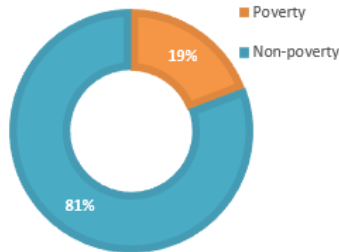
Poverty

15.2%

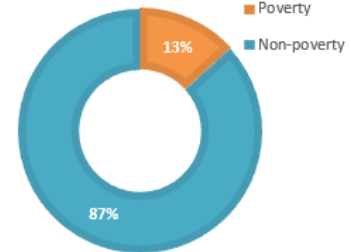
Persons below poverty line

about 1.01 times of the amount
in Jackson County: 15%about 1.15 times of the amount
in Missouri: 13.2%

CHILDREN UNDER 18



SENIORS (65 AND OVER)

**Major Employers**

The major employers in the city by number of employees(full and part time).

Employer	Employees	Percent of Total City Employment
Independence School District	2153	4.00%
Centerpoint Medical Center	1850	3.44%
Winchester	1545	2.87%
City of Independence	1073	1.99%
GEHA	770	1.43%
Phoenix Home Health	550	1.02%
The Groves	430	0.80%
Unilever	385	0.72%
Cable Dahmer Automotive	340	0.63%
Burd & Fletcher	334	0.62%
Total	9,430	16.61%

LARGEST TAXPAYERS

The table below shows the city's ten largest taxpayers for 2023, the total assessed valuation for the city was \$1,788,344,428

Taxpayer	2023		
	Total Assessed Value	Rank	Percentage of Total Taxable Assessed Value
Southern Union Company	\$ 18,174,080	1	1.02%
RCP-N LLC	12,132,935	2	0.68%

DT Independence Commons LLC	9,876,480	3	0.55%
Mansion Apartments	9,161,377	4	0.51%
Grace Holdings Independence LLC	7,449,660	5	0.42%
Unilever Best Foods	6,247,796	6	0.35%
BRE Space Center of Kansas City	6,147,862	7	0.34%
Centerpoint Medical Center	5,818,209	8	0.33%
Seven65 Cornerstone LLC	5,387,450	9	0.30%
Burd & Fletcher Co	4,920,361	10	0.28%
Total	85,316,210		4.77%

Source: Jackson County Collection Department

Additional Operating Indicators

	2023	2022	2021	2020	2019
Public Safety					
Police incident calls	85,340	88,470	94,609	91,870	100,073
Traffic Unit citations issued	22,000	17,242	8,530	8,194	13,906
Total Alarms	26,685	26,744	23,412	21,500	22,214
Public education audience	2,198	1,638	1,000	9,200	7,895
Municipal Services					
Street overlay (lane miles)	29	38	47	61	68
Street patching jobs	9,562	7,270	7,666	8,556	11,938
Health & Welfare					
Food handlers trained	3,244	3,022	2,544	3,017	3,856
Flu shots given	-	-	-	304	352
Animal Control service calls	5,041	4,701	4,076	3,811	442
Culture & Recreation					
Park shelter reservations	427	1,098	424	310	581
Number of Sermon Center Memberships	454	2,390	517	865	1,246
Community Development					
Permits Issued	709	732	718	619	979
Tourism					
Site Attendance	8,316	15,102	1,758	214,644	256,209
National Frontiers Trails Museum					
Number of visitors to museum	4,857	3,875	-	7,990	16,418
Power and Light					
Average number of monthly customers	58,534	58,586	57,557	57,832	57,897
Water					
Number of Customers	49,690	49,476	49,432	50,489	48,841
Water main breaks	307	206	240	208	322
Sewer					
Number of Customers	45,533	45,317	45,484	45,316	44,642
Wastewater Treated (Million Gallons)	2,322	2,433	3,030	3,290	3,400

Budget Process and Calendar

Development of the annual City budget is a year-long process that culminates in June, with the formal adoption of the budget.

October - December: Planning

1. Finance develops the 2025 budget manual.
2. Finance meets to resolve issues and prepare budget outlook.

January - February: Operating Budget Kickoff & CIP Presentation

1. Finance meets with departments to kickoff budget process.
2. Updated Five Year Forecast presented to City Council.
3. Finance prepares the base budget, chargebacks, and preliminary personnel budgets.
4. Revenue projections and estimated actual expenses for prior year are prepared.
5. Capital Improvement Program budget presented by Economic Development to the Planning Commission.

March - April: Department Preparation

1. City Council adopts annual Strategic Plan update.
2. In conjunction with the Finance, departments and divisions prepare budget proposals.
3. Capital Improvement Program memo with recommendations issued from Planning Commission.
4. Departments Directors present budgets and package requests to the City Manager.
5. Final adjustments in revenue and expenditure estimates are complete.
6. City Manager reviews recommended budget and gives preliminary approval on budget changes to be included in Proposed Budget.
7. Finance prepares Proposed Budget document.

May: Preliminary Review and Public Input

1. City Manager Proposed Budget submitted to the City Council.
2. City Council makes policy decisions and budgetary amendments to the Proposed Budget.

June - July: Final Review and Adoption

1. First reading of appropriation ordinances held adopting budget.
2. City Council proposes / amends budget per policy decisions.
3. Second reading of appropriation ordinances held adopting budget.
4. Finance begins production of final budget document.

August - September: Property Tax Levy and Final Budget Book

1. Assessed valuation received from Jackson and Clay Counties to set Property Tax Levy Rates.
2. Public hearing to set Property Tax Levy held.
3. Second reading of appropriation ordinances held adopting the annual tax levy.
4. Tax levy rates submitted to Jackson and Clay Counties.
5. Adopted budget book printed and published online.
6. First quarter budget amendment prepared for City Council approval.

FY 2024-25 Budget Calendar	
Item	Due Date
Personnel Allocations and Overtime Budgets sent to departments	Friday, December 15, 2023
CIP Kickoff Meetings	December 18-26, 2023
CIP updates and new projects entered	Friday, January 12, 2024
Budget Kickoff Meeting	Wednesday, January 10, 2024
Personnel Allocation Changes Due	Tuesday, January 09, 2024
Overtime Budget Changes Due	Wednesday, January 17, 2024
Mid-Year Financial Status / 5 Year Forecast Update at Study Session	Monday, February 12, 2024
Internal Service Charges due (Central Garage, Tech Services, WC, Risk)	Wednesday, February 1, 2024
Personnel Posted to Munis for department review	Wednesday, February 1, 2024
Finance set items and internal charges are loaded	Monday, February 12, 2024
Munis is open for budget entry	
Due from departments: - Proposed department budgets and package requests - CIP for the fiscal year - Revenues - Estimated Actual Expenditures - Personnel corrections / adjustments - Capital Outlay List	Wednesday, March 06, 2024
Review of department budget submissions	March 8 - March 31, 2024
City Manager meets with departments to review proposed budgets	March 9 - March 29, 2024
CIP Presented to Planning Commission	Tuesday, March 12, 2024
CIP Report Presentation at Study Session	Monday, April 8, 2024
Financial Update at Study Session	Monday, April 8, 2024
City Manager approves recommended changes for proposed budget, packages posted, and departments notified	Monday, April 8, 2024
Department summary pages and org charts due	Friday, April 12, 2024
Fee Changes are due from departments	Wednesday, May 1, 2024
City Manager Proposed Budget submitted to the City Council	Monday, May 13, 2024
Public Hearing held for Proposed Budget	Monday, May 20, 2024
First Reading of Proposed Budget	Monday, June 3, 2024
Second Reading of Proposed Budget	Monday, June 17, 2024

Fund Summaries and Schedules

Fund Descriptions

For accounting purposes, a local unit of government is not treated as a single, integrated entity. Instead, a government is viewed as a collection of smaller, separate entities known as “funds”. The Government Accounting Standards Board (GASB) Codification of Governmental and Accounting and Financial Reporting Standard, Section 1300, defines a fund as:

A fiscal and accountability entity with a self-balancing set of accounts recording cash and other financial resources, together with all related liabilities and residual equities or balances, and changes therein, which are segregated for the purpose of carrying on specific activities or attaining certain objectives in accordance with special regulations, or limitations.

All the funds used by a government must be classified into one of seven fund types. Four of these fund types are used to account for a local government’s “governmental-type” activities and are known as “governmental funds”. Two of these fund types are used to account for a government’s “business-type” activities and are known as “proprietary funds”. Finally, the seventh fund type is reserved for a government’s “fiduciary activities”.

Below is a more detailed explanation of the city’s funds:

General Fund (002)

is used to account for all financial resources necessary to carry out basic governmental activities of the city that are not accounted for in another fund. The General Fund supports essential city services, including police, fire, municipal services, and administration.

Special Revenue Funds

are used to account for specific revenues that are legally restricted to expenditures for specified purposes.

Street Improvements Sales Tax (011) - Voters approved a one-half of one cent sales tax for streets, bridges and safety improvements. Additional revenues from the Proposition "P" waterfall provision are accounted for here.

Park Improvements Sales Tax (012) - The Park Improvements Sales Tax Fund has been setup to account for the one-quarter cent sales tax identified for parks and recreation. Additional revenues from the Proposition "P" waterfall provision are accounted for here.

Storm Water Sales Tax (013) - The Storm Water Sales Tax Fund has been set up to account for the one-quarter cent sales tax identified for storm water system improvements. Additional revenues from the Proposition "P" waterfall provision are accounted for here.

Police Public Safety Sales Tax (016) - The voters approved a Capital Improvements for Police Sales Tax in April 2016 at the rate of one-eighth cent of the receipts from the sale at retail of all tangible personal property or taxable services at retail for a period of January 2017 through December 31, 2028. The Police (Capital) Sales Tax Fund has been set-up to account for the one-eighth cent capital improvements sales tax identified for police equipment. Additional revenues from the Proposition "P" waterfall provision are accounted for here.

Fire Public Safety Sales Tax (017) - The voters approved a one-half cent Fire Sales Tax in November 2021 until repealed by voters to replace the current rate of one-eighth cent of the receipts from the sale at retail of all tangible personal property or taxable services at retail for a period of January 2017 through December 31, 2028. The Fire Public Safety Sales Tax Fund has been set-up to account for the one-half cent for improvements including replacing and maintaining fire stations, apparatus, and lifesaving equipment. Sales tax funds can also be used to hire additional firefighters, administration, and personnel to improve department training needs. Additional revenues from the Proposition "P" waterfall provision are accounted for here.

Animal Shelter Use Tax (010) - Voters approved Proposition "P", a use tax on goods delivered to Independence addresses in 2019. The rate of the use is the same rate as the total City's retail sales. The first \$1.5 million (adjusted for inflation annually) will be split equally between a fund for Animal Services and a fund for hiring up to 30 new police officers. The next \$1.5 million of use taxes in the fiscal year are applied 100% towards hiring of police officers (\$3 million total before inflation increase). Use taxes collected over the amounts identified in the special use taxes will then be receipted into any fund that has a sales tax prorated on its share of sales taxes.

Police Use Tax (018) - Voters approved in November 2021 to increase the Proposition "P" use tax to expand the use of funds for new and current Police Department personnel and equipment and to increase the total before inflation increase from \$3 million to \$4 million and does not change the first \$1.5 million split between Animal Services and Police Department. Originally, Voters approved Proposition "P", a use tax on goods delivered to Independence addresses in 2019. The rate of the use is the same rate as the total City's retail sales. The first \$1.5 million (adjusted for inflation annually) will be split equally between a fund for Animal Services and a fund for hiring up to 30 new police officers. The next \$1.5 million of use taxes in the fiscal year are applied 100% towards hiring of police officers (\$3 million total before inflation increase). Use taxes collected over the amounts identified in the special use taxes will then be receipted into any fund that has a sales tax prorated on its share of sales taxes.

Health & Animal Levy (005) - Funded by the Health & Recreation tax levy collected against real estate within the city of Independence. The purpose of the levy is for Health and Parks and Recreation purposes. This levy is split between the Health & Animal Levy Special Fund and a Parks Health & Recreation Levy Fund.

Parks Health & Recreation Levy (007) - Funded by the Health & Recreation tax levy collected against real estate within the city of Independence. The purpose of the levy is for Health and Parks and Recreation purposes. This levy is split between the Health & Animal Levy Special Fund and a Parks Health & Recreation Levy Fund.

Tourism (004) - The Tourism Sales Tax Fund is supported by both admission fees to the National Frontier Trails Museum and a 6.5% Transient Guest Tax. The 6.5% Transient Guest Tax is to be paid on the gross daily rent due from or paid by transient guests of all hotels and motels, bed and breakfast inns and campgrounds.

Com. Dev. Block Grant (008) - accounts for the federally funded Community Development Block Grant Act program.

HOME (009) - accounts for the federally funded home program.

Grants (015) - accounts for other grants, including Police, Fire, and Health department grants.

Marijuana Sales Tax (065)- accounts for the 3% sales tax imposed on the sale of recreational marijuana.

Enterprise / Utility Funds

are used to account for operations that are financed and operated similar to a private business where the intent is that the cost of providing services to the public is financed primarily through user charges.

Power & Light (020) - operations of the city's power and light utilities.

Water (040) - operations of the city's potable water utility.

Sanitary Sewer (030) - operations of the city's sanitary sewer utility.

Internal Service Funds

are used to account for operations internal to the city where the intent is that the cost of providing services to the city department is financed primarily through department user charges.

Central Garage (090) - Vehicle maintenance and operations of citywide fleet, including gas and oil charges.

Staywell Health Care (091) - Activities related to the city's' self-insured health care plan.

Workers' Compensation (092) - Management of workers' compensation insurance and claims.

Risk Management (093) - Management of city liability insurance and claims.

Enterprise Resource Planning (ERP) changed to Finance Internal Service (095) - Management of Finance and Administration for the costs associated with providing services citywide including budget, accounting, human resources and technology services.

All funds in the operating budget book are appropriated by City Council via budget adoption.

Fund and Department Relationships												
Fund	City Manager	Community Development	Finance & Admin.	Fire	Health & Animal Services	Mayor & City Council	Municipal Court	Parks Rec. Tourism	Police	Power and Light	Municipal Services	Water
General Fund (002)	x	x		x		x	x	x	x		x	
Street Improvements Sales Tax (011)											x	
Park Improvements Sales Tax (012)								x				
Storm Water Sales Tax (013)											x	
Police Public Safety Sales Tax (016)									x			
Fire Public Safety Sales Tax (017)				x								
Animal Shelter Use Tax (010)					x							
Police Use Tax (018)									x			
Health & Animal Levy (005)					x							
Parks Health & Recreation Levy (007)								x				
Tourism (004)								x				
Com. Dev. Block Grant (008)		x										
HOME (009)		x										
Grants (015)		x	x	x	x			x	x			
Marijuana Sales Tax (065)												
Central Garage (090) *											x	
Staywell Health Care (091) *			x									
Workers' Compensation (092) *			x									
Risk Management (093) *			x									
Enterprise Resource Planning (095) *			x									
Power & Light (020)										x		
Water (040)												x
Sanitary Sewer (030)											x	

Schedule 1
All Funds by Expense Category

All Funds⁽¹⁾				
Category	FY 2022-23 Actual Expenditures	FY 2023-24 Adopted Budget	FY 2023-24 Estimated Expenditures	FY 2024-25 Proposed Budget
Salaries	\$117,429,659	\$125,922,617	\$125,367,172	\$128,919,969
Retiree Health Insurance	5,911,430	5,744,940	6,291,500	6,935,237
Operating Expenses	163,175,805	175,217,507	176,240,448	190,027,746
Equipment	4,784,254	11,356,716	8,891,052	6,745,177
Total - Operating	\$291,301,149	\$318,241,781	\$316,790,171	\$332,628,128
Capital Improvements	16,467,763	56,595,746	34,121,804	57,802,103
Debt Service	19,460,262	19,471,197	19,645,530	21,025,863
Transfers Out	599,390	360,000	5,999,024	910,000
Contingency	-	364,005	155,700	834,925
Total	\$327,828,564	\$395,032,728	\$376,712,231	\$413,201,019

General Fund⁽⁴⁾				
Category	FY 2022-23 Actual Expenditures	FY 2023-24 Adopted Budget	FY 2023-24 Estimated Expenditures	FY 2024-25 Proposed Budget
Salaries	\$59,714,925	59,846,703	\$63,700,443	\$60,109,189
Retiree Health Insurance	3,549,049	3,405,903	3,894,600	4,286,700
Operating Expenses	10,534,779	13,702,931	13,882,332	16,094,668
Equipment	199,665	217,271	295,345	182,371
Total - Operating	\$73,998,419	\$77,172,808	\$81,772,720	\$80,672,928
Capital Improvements	-	-	-	260,000
Debt Service	180,739	165,400	165,400	1,771,749
Transfers Out	217,275	360,000	26,000	10,000
Contingency	-	364,005	-	603,626
Total	\$74,396,433	\$78,062,213	\$81,964,120	\$83,318,302

Special Revenue Funds⁽⁴⁾				
Category	FY 2022-23 Actual Expenditures	FY 2023-24 Adopted Budget	FY 2023-24 Estimated Expenditures	FY 2024-25 Adopted Budget
Salaries	\$15,647,774	\$18,637,424	\$17,820,691	\$20,579,337
Retiree Health Insurance	201,553	165,000	191,900	226,500
Operating Expenses	9,978,779	14,129,145	13,609,953	16,784,257
Equipment	\$3,582,623	\$8,335,605	\$6,714,599	\$5,274,706
Total - Operating	\$29,410,729	\$41,267,174	\$38,337,143	\$42,864,799
Capital Improvements	10,397,420	27,468,746	16,586,210	24,883,103
Debt Service	1,925,445	1,883,781	2,028,130	1,842,497
Contingencies	-	-	5,700	81,299
Transfers Out	333,186	-	3,843,024	\$900,000
Total	\$42,066,779	\$70,619,701	\$60,800,207	\$70,571,698

Enterprise Funds

Category	FY 2022-23 Actual Expenditures	FY 2023-24 Adopted Budget	FY 2023-24 Estimated Expenditures	FY 2024-25 Proposed Budget
Salaries	\$42,066,960	\$47,438,490	\$43,846,038	\$48,231,443
Retiree Health Insurance	\$2,160,828	\$2,174,037	\$2,205,000	\$2,422,037
Operating Expenses	\$142,662,248	\$147,385,431	\$148,748,163	\$157,48,821
Equipment	\$1,001,966	\$2,803,840	\$1,881,108	\$1,288,100
Total - Operating	\$187,892,002	\$199,801,798	\$196,680,309	\$209,090,401
Capital Improvements	6,070,343	29,127,000	17,535,594	32,659,000
Debt Service	17,354,077	17,422,016	17,452,000	17,411,617
Contingencies	-	-	150,000	150,000
Transfers Out	48,929	-	2,130,000	-
Total	\$211,365,351	\$246,350,812	\$233,947,903	\$259,311,018

Internal Service Funds^{(2) (3) (4)}

Category	FY 2022-23 Actual Expenditures	FY 2023-24 Adopted Budget	FY 2023-24 Estimated Expenditures	FY 2024-25 Proposed Budget
Salaries	\$6,066,380	\$7,537,542	\$7,546,570	\$7,633,165
Retiree Health Insurance	273,157	222,000	247,000	288,200
Operating Expenses	\$35,984,808	\$39,310,436	\$39,844,093	\$40,931,360
Equipment	311,780	1,259,834	1,095,919	83,050
Total - Operating	\$42,636,125	\$48,329,812	\$48,733,582	\$48,935,775
Capital Improvements	-	-	-	1,018,334
Debt Service	-	-	-	-
Transfers Out	-	-	-	-
Total	\$42,636,125	\$48,329,812	\$48,733,582	\$49,954,109

Notes:

(1) In the All Funds Summary, the totals for Internal Service Funds expense have already been included in the operating expenses for GF, Special Revenues, and Enterprise Funds as they are charged out during course of the year for internal services provided to other departments/funds.

(2) The Internal Service Funds Summary is shown for informational purposes, the total amount is in the operating expenses for each fund. The All Funds Summary is the total of the General Fund, Special Revenue Funds, and Enterprise Funds.

(3) Finance and Administration was moved to an Internal Service Fund in FY 2022-23.

(4) The transfers out to capital project funds have been removed from the charts above as budgeted capital project amounts for individual capital project funds have also been included.

Schedule 2
Expenditures by Department

All Funds ^{(1) (2)}				
Department	FY 2022-23 Actual Expenditures	FY 2023-24 Adopted Budget	FY 2023-24 Estimated Expenditures	FY 2024-25 Adopted Budget
City Manager	\$1,163,428	\$1,292,479	\$1,600,714	\$1,672,525
Community Development	7,449,651	8,884,539	9,077,608	10,117,941
Debt Service	-	-	-	1,771,749
Finance & Administration	833,063	1,006,523	1,154,005	1,018,607
Fire	29,607,335	34,743,729	36,647,637	40,021,986
Health & Animal Services	2,927,708	4,179,642	3,449,845	3,304,078
Mayor & City Council	1,191,339	1,196,482	742,573	817,002
Municipal Court	1,531,231	1,579,595	1,610,265	1,733,769
Non-Departmental	217,275	\$724,005	\$74,144	\$792,942
Parks Recreation Tourism	9,886,822	11,781,774	12,401,313	12,116,360
Police	41,527,856	45,165,159	51,639,117	49,482,425
Power and Light	149,438,432	\$161,700,582	\$157,091,586	\$169,873,760
Municipal Services	52,417,396	79,442,847	59,106,902	120,477,876
Water	29,637,029	43,335,373	42,116,520	-
Total	\$327,828,564	\$395,032,727	\$376,712,231	\$413,201,019

General Fund				
Category	FY 2022-23 Actual Expenditures	FY 2023-24 Adopted Budget	FY 2023-24 Estimated Expenditures	FY 2024-25 Proposed Budget
City Manager	\$1,163,428	\$1,292,479	\$1,600,714	\$1,672,525
Community Development	\$4,863,730	\$5,980,795	\$5,975,126	\$6,256,536
Debt Service	-	-	-	1,771,749
Finance & Administration	\$798,750	\$905,643	\$1,113,485	\$984,294
Fire	\$25,373,694	\$24,404,130	\$28,077,339	\$24,787,049
Health & Animal Services	-	-	-	-
Mayor & City Council	1,191,339	1,196,482	742,573	817,002
Municipal Court	1,531,231	1,579,595	1,610,265	1,733,769
Non-Departmental	\$217,275	\$724,005	\$74,144	\$792,942
Parks Recreation Tourism	\$212,419	\$231,407	\$1,545,988	\$1,558,798
Police	\$33,704,070	\$35,397,004	\$36,394,081	\$37,447,117
Municipal Services	\$5,340,497	\$6,350,672	\$4,830,404	\$5,496,522
Total	\$74,396,434	\$78,062,213	\$81,964,120	\$83,318,302

Special Revenue Funds

	FY 2022-23 Actual	FY 2023-24	FY 2023-24 Estimated	FY 2024-25
Category	Expenditures	Adopted Budget	Expenditures	Proposed Budget
Community Development	2,585,921	2,903,743	3,102,481	3,861,405
Finance & Administration	34,313	100,880	40,520	34,313
Fire	4,233,640	10,339,599	8,570,298	15,234,937
Health & Animal Services	2,927,708	\$4,179,642	\$3,449,845	\$3,304,078
Parks Recreation Tourism	9,674,402	11,550,367	\$10,855,325	10,557,562
Police	7,823,786	9,768,155	15,245,036	12,035,307
Municipal Services	14,787,009	31,777,315	19,536,703	25,544,096
Total	\$42,066,779	\$70,619,701	\$60,800,207	70,571,698

Enterprise Funds

	FY 2022-23 Actual	FY 2023-24	FY 2023-24 Estimated	FY 2024-25
Category	Expenditures	Adopted Budget	Expenditures	Proposed Budget
Power & Light	\$149,438,432	\$161,700,582	\$157,091,586	\$169,873,760
Water	29,637,029	43,335,373	42,116,520	48,542,960
Sanitary Sewer	32,289,890	41,314,860	34,739,795	40,894,298
Total	\$211,365,351	\$246,350,814	\$233,947,902	\$259,311,018

(1) Finance and Administration was moved to an Internal Service Fund in FY 2022-23, therefore most expenses are spread in the operating expenditures of all other departments.

(2) The Water Department was combined with Municipal Services in FY 23-24; Fund remains separate.

Schedule 3
Expenditures by Fund and Fund Type

All Funds				
Fund Type	FY 2022-23 Actual Expenditures	FY 2023-24 Adopted Budget	FY 2023-24 Estimated Expenditures	FY 2024-25 Adopted Budget
Governmental Funds	\$116,463,212	\$148,681,913	\$142,764,328	\$153,890,000
Enterprise Funds	\$211,365,351	\$246,350,814	233,947,902	259,311,018
Total	\$327,828,564	\$395,032,727	\$376,712,231	\$413,201,019

Governmental Funds				
Fund	FY 2022-23 Actual Expenditures	FY 2023-24 Adopted Budget	FY 2023-24 Estimated Expenditures	FY 2024-25 Proposed Budget
General Fund (002)	\$74,396,433	\$78,062,213	\$81,964,120	\$83,318,302
Street Improvements Sales Tax (011)	7,379,549	\$24,928,365	\$15,214,633	\$14,014,693
Park Improvements Sales Tax (012)	5,491,502	7,140,818	6,300,004	6,474,551
Storm Water Sales Tax (013)	7,407,461	6,848,950	4,322,070	11,529,403
Police Public Safety Sales Tax (016)	2,177,571	4,817,622	5,592,529	4,105,453
Fire Protection Sales Tax (017)	4,023,811	10,264,971	8,454,098	15,234,937
Animal Shelter Use Tax (010)	679,131	886,000	649,750	933,324
Police Use Tax (018)	3,810,070	4,231,251	6,797,372	6,276,670
Health & Animal Levy (005)	1,608,506	1,803,518	1,841,911	1,719,369
Parks Health & Recreation Levy (007)	2,494,812	1,583,850	1,535,149	1,914,757
Tourism (004)	\$1,590,312	\$2,743,265	\$2,919,638	\$2,141,526
Com. Dev. Block Grant (008)	1,153,266	850,703	982,011	845,000
HOME (009)	326,480	542,266	523,323	2,181,405
Grants (015)	3,924,310	3,963,121	5,047,720	2,300,611
Marijuana Sales Tax (065)	-	15,000	620,000	900,000
Total	\$116,463,212	\$148,681,913	\$142,764,328	\$153,890,000

Enterprise Funds				
Fund	FY 2022-23 Actual Expenditures	FY 2023-24 Adopted Budget	FY 2023-24 Estimated Expenditures	FY 2024-25 Proposed Budget
Power & Light (020)	\$149,438,432	\$161,700,582	\$157,091,586	\$169,873,760
Water (040)	29,637,029	43,335,373	42,116,520	48,542,960
Sanitary Sewer (030)	32,289,890	41,314,860	34,739,795	40,894,298
Total	\$211,365,351	\$246,350,814	\$233,947,902	\$259,311,018

Capital Projects Funds ⁽¹⁾				
Fund	FY 2022-23 Actual Expenditures	FY 2023-24 Adopted Budget	FY 2023-24 Estimated Expenditures	FY 2024-25 Proposed Budget
Street Improvements Fund (051)	-	-	-	10,745,086
Police Improvements Fund (052)	-	-	4,026,594	550,000
Fire Improvements Fund (053)	-	-	-	5,450,000
Buildings & Other Improv Fund (057)	-	-	-	260,000
Storm Drainage Improv Fund (058)	-	-	-	7,583,017
Park Improvements Fund (059)	-	-	-	555,000
Total			\$4,026,594	\$25,143,103

(1) Transfers out in the Governmental Funds tab have not been removed, Capital Projects Funds table have not been included in the All Funds Table to not duplicate expenditures for these projects.

Schedule 4
Revenue by Fund and Fund Type

All Funds				
Fund Type	FY 2022-23 Actual Revenue	FY 2023-24 Adopted Budget	FY 2023-24 Estimated Revenue	FY 2024-25 Adopted Budget
Governmental Funds	\$137,134,015	\$133,277,046	\$145,234,339	\$139,714,545
Enterprise Funds	234,500,261	\$221,090,538	229,834,498	232,356,412
Total	\$371,634,276	\$354,367,584	\$375,068,837	\$372,070,957

Governmental Funds				
Fund	FY 2022-23 Actual Revenue	FY 2023-24 Adopted Budget	FY 2023-24 Estimated Revenue	FY 2024-25 Proposed Budget
General (002)	\$78,804,711	\$78,062,213	\$83,486,990	\$83,318,302
Street Improvements Sales Tax (011)	14,606,748	10,980,000	13,191,700	11,239,000
Park Improvements Sales Tax (012)	6,107,837	6,095,080	6,533,697	6,018,405
Storm Water Sales Tax (013)	5,507,099	5,608,900	5,948,900	5,665,900
Police Public Safety Sales Tax (016)	2,989,258	2,958,600	3,367,308	3,187,600
Fire Protection Sales Tax (017)	11,997,538	11,769,000	12,344,000	12,178,000
Animal Shelter Use Tax (010)	794,196	886,000	883,150	921,000
Police Use Tax (018)	4,209,000	4,542,000	4,684,000	4,822,000
Health & Animal Levy (005)	1,936,057	1,803,520	1,843,914	1,719,369
Parks Health & Recreation Levy (007)	1,973,181	1,943,140	2,058,294	2,043,736
Tourism (004)	\$2,404,659	\$2,328,050	\$2,442,090	\$2,372,550
Com. Dev. Block Grant (008)	1,181,709	851,251	851,251	845,000
HOME (009)	577,092	570,305	570,305	2,183,072
Grants (015)	4,044,931	4,728,987	6,408,739	2,300,611
Marijuana Sales Tax (065)	-	150,000	620,000	900,000
Total	\$137,134,015	\$133,277,046	\$145,234,339	\$139,714,545

Enterprise Funds				
Fund	FY 2022-23 Actual Revenue	FY 2023-24 Adopted Budget	FY 2023-24 Estimated Revenue	FY 2024-25 Proposed Budget
Power & Light (020)	\$158,559,523	\$148,013,370	\$151,027,379	\$159,106,500
Sanitary Sewer (030)	36,727,547	36,090,330	37,820,609	36,309,112
Water (040)	39,213,190	36,986,838	40,986,510	36,940,800
Total	\$234,500,261	\$221,090,538	\$229,834,498	\$232,356,412

Schedule 5
All Funds by Revenue Category Group

All Funds				
Category	FY 2022-23 Actual Revenue	FY 2023-24 Adopted Budget	FY 2023-24 Estimated Revenue	FY 2024-25 Adopted Budget
Taxes	\$73,790,282	\$75,353,400	\$78,247,883	\$79,140,186
Franchise Fees	9,228,632	8,333,000	8,815,000	8,967,000
PILOTS	21,760,119	21,301,000	22,365,000	22,855,000
Licenses and Permits	4,515,591	4,452,950	4,369,750	4,567,150
Intergovernmental	14,077,244	11,893,900	15,139,913	12,159,660
Miscellaneous	920,977	30,700	846,765	365,000
American Rescue Plan (ARP)	-	-	-	-
Charges for Services	4,224,342	3,393,323	4,007,490	3,464,537
Fines and Forfeitures	2,125,275	2,086,000	2,156,000	2,086,000
Utility Service Charges	216,717,650	\$207,488,800	212,196,660	216,176,212
Investment Income	5,528,068	1,789,353	8,544,400	3,230,905
Other Revenue	8,832,723	7,980,571	8,020,350	6,647,905
Sub-Total	\$361,720,902	\$344,102,997	\$364,709,211	\$359,659,555
Interfund Charges	7,873,628	9,904,587	9,893,196	12,401,402
Debt Issuance	-	-	-	-
Special Items	-	-	-	-
Proceeds from Capital Leases	-	-	-	-
Transfers In	2,039,746	360,000	466,430	10,000
Total	\$371,634,276	\$354,367,584	\$375,068,837	\$372,070,957

General Fund				
Category	FY 2022-23 Actual Revenue	FY 2023-24 Adopted Budget	FY 2023-24 Estimated Revenue	FY 2024-25 Proposed Budget
Taxes	\$28,394,924	\$28,495,625	\$29,903,000	\$30,337,000
Franchise Fees	9,228,632	8,333,000	8,815,000	8,967,000
PILOTS	21,760,119	21,301,000	22,365,000	22,855,000
Licenses and Permits	4,515,591	4,452,950	4,369,750	4,567,150
Intergovernmental	7,044,053	5,960,000	7,159,000	6,907,000
American Rescue Plan (ARP)	-	-	-	-
Charges for Services	2,519,199	2,034,900	2,479,679	2,099,150
Fines and Forfeitures	2,125,275	2,086,000	2,156,000	2,086,000
Investment Income	185,979	180,000	1,770,274	895,200
Other Revenue	676,340	749,451	-	-
Sub-Total	\$76,450,111	\$73,592,926	\$79,017,703	\$78,713,500
Interfund Charges	2,354,600	4,469,287	4,469,287	4,604,802
Proceeds from Capital Leases	-	-	-	-
Transfers In	-	-	-	-
Total	\$78,804,711	\$78,062,213	\$83,486,990	\$83,318,302

Special Revenue Funds

Category	FY 2022-23 Actual Revenue	FY 2023-24 Adopted Budget	FY 2023-24 Estimated Revenue	FY 2024-25 Proposed Budget
Taxes	\$45,395,358	\$46,857,775	\$48,344,883	\$48,803,186
Charges for Services	1,705,143	1,358,423	1,527,811	1,365,387
Other Revenue	980,865	206,520	1,363,607	124,305
Investment Income	1,185,001	508,215	2,073,705	850,705
Intergovernmental	7,033,191	5,933,900	7,980,913	5,252,660
American Rescue Plan (ARP)	-	-	-	-
Sub-Total	\$56,299,558	\$54,864,833	\$61,290,918	\$56,396,243
Transfers In	2,029,746	350,000	456,430	-
Debt Issuance	-	-	-	-
Total	\$58,329,304	\$55,214,833	\$61,747,348	\$56,396,243

Enterprise Funds

Category	FY 2022-23 Actual Revenue	FY 2023-24 Adopted Budget	FY 2023-24 Estimated Revenue	FY 2024-25 Proposed Budget
Utility Service Charges	\$216,717,650	\$207,488,800	\$212,196,660	\$216,176,212
Investment Income	4,157,088	1,101,138	4,700,421	1,485,000
Intergovernmental	-	-	-	-
Miscellaneous	920,977	30,700	846,765	365,000
Interfund Charges	5,519,028	5,435,300	5,423,909	7,796,600
Other Revenue	7,175,518	7,024,600	6,656,743	6,523,600
Sub-Total	\$234,490,261	\$221,080,538	\$229,824,498	\$232,346,412
Special Items	-	-	-	-
Transfers In	10,000	10,000	10,000	10,000
Total	\$234,500,261	\$221,090,538	\$229,834,498	\$232,356,412



Schedule 6
Governmental Funds
General Fund Summary
Comparison of Revenues, Expenditures and Change in Fund Balance

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
	Actual	Adopted	Estimated	Proposed
	Expenditures	Budget	Expenditures	Budget
Revenues				
Taxes				
Property	\$5,704,350	\$6,003,000	\$6,113,000	\$6,063,000
Sales	21,312,328	21,565,625	21,450,000	21,880,000
Use Tax	1,023,612	642,000	2,000,000	2,040,000
Cigarette	354,634	285,000	340,000	354,000
Total Taxes	28,394,924	28,495,625	29,903,000	30,337,000
Utility Franchise Fees				
Water	31,322	37,000	30,000	32,000
Gas	5,895,686	4,968,000	6,100,000	6,500,000
Telephone	1,462,117	1,480,000	1,200,000	1,050,000
Electricity	616,441	698,000	615,000	610,000
Cable	1,223,066	1,150,000	870,000	775,000
Total Franchise Fees	9,228,632	8,333,000	8,815,000	8,967,000
PILOTS				
Power & Light	14,824,658	14,601,000	15,465,000	15,775,000
Water Service	3,341,507	3,200,000	3,300,000	3,330,000
Sanitary Sewer	3,593,954	3,500,000	3,600,000	3,750,000
Total PILOTS	21,760,119	21,301,000	22,365,000	22,855,000
All Other				
Licenses & Permits	4,515,591	4,452,950	4,369,750	4,567,150
Intergovernmental	7,044,053	5,960,000	7,159,000	6,907,000
American Rescue Plan (ARP)	-	-	-	-
Charges for Services	2,519,199	2,034,900	2,479,679	2,099,150
Fines & Court Costs	2,125,275	2,086,000	2,156,000	2,086,000
Interfund Chrgs Supp Services	2,354,600	4,469,287	4,469,287	4,604,802
Investment Income	185,979	180,000	1,770,274	895,200
Other	676,340	749,451		
Total All Other	\$19,421,036	\$19,932,588	\$22,403,990	\$21,159,302
Proceeds from Capital Leases		-	-	
Transfers In from Other Funds		-	-	
Total Revenues	\$78,804,711	\$78,062,213	\$83,486,990	\$83,318,302

Expenditures

Salary and Benefits	\$59,714,925	\$59,846,703	\$63,700,443	\$60,109,189
Retiree Health Insurance	3,549,049	3,405,903	3,894,600	4,286,700
Operating Expenses	10,534,779	13,702,931	13,882,332	16,094,668
Equipment	199,665	217,271	295,345	182,371
Sub-Total Expenditures	\$73,998,419	\$77,172,808	\$81,772,720	\$80,672,928
Debt Service	180,739	165,400	165,400	1,771,749
Contingency	-	364,005	-	603,626
Transfers Out	217,275	360,000	26,000	270,000
Total Expenditures	\$74,396,433	\$78,062,213	\$81,964,120	\$83,318,302
Excess Revenues Over (Under) Expenditures	\$4,408,278	\$0	\$1,522,870	\$0
Unassigned Fund Balance at Beginning of Year			10,185,653	11,728,071
Cancellation of prior year encumbrances			88,596	-
Change in other fund balance components during the year			(69,048)	-
Year-end investment market value adjustment			-	-
Ending Unassigned Fund Balance ⁽¹⁾			\$11,728,071	11,728,071

Notes:

(1) Unassigned fund balance is per February 2024 financial statements.

Schedule 7
Governmental Funds
Tourism Fund (004)
Comparison of Revenues, Expenditures and Change in Fund Balance

	FY 2022-23 Actual Expenditures	FY 2023-24 Adopted Budget	FY 2023-24 Estimated Expenditures	FY 2024-25 Proposed Budget
Revenues				
Transient Guest Tax	\$2,322,046	\$2,300,000	\$2,340,000	\$2,300,000
American Rescue Plan (ARP)	-	-	-	-
Charges for Services	18,230	-	4,590	8,000
Investment Income	58,907	25,050	95,000	25,050
Other	5,476	3,000	2,500	39,500
Total All Other	\$2,404,659	\$2,328,050	\$2,442,090	\$2,372,550
Transfers In from Other Funds	-	-	-	-
Total Revenues	\$2,404,659	\$2,328,050	\$2,442,090	\$2,372,550
Expenditures				
Salary & Benefits	761,367	1,230,815	1,310,223	681,046
Retiree Health Insurance	13,950	15,000	15,000	16,500
Operating Expenses	780,958	894,563	1,175,735	1,288,980
Equipment	18,291	202,887	222,250	80,000
Operating Expenditures	\$1,574,567	\$2,343,265	\$2,723,208	\$2,066,526
Capital Improvements	\$15,745	\$400,000	\$52,614	\$0
Debt Service	-	-	-	-
Transfers Out for Capital Improvements	\$0	\$0	\$196,430	\$75,000
Total Expenditures	\$1,590,312	\$2,743,265	\$2,972,252	\$2,141,526
Excess Revenues Over (Under)				
Expenditures	\$814,347	(\$415,215)	(\$530,162)	\$231,025
Beginning Unassigned Fund Balance			\$1,938,742	1,413,800
Cancellation of Prior Year Encumbrances			5,220	-
Change in Other Fund Balance Components			-	-
Year-End Investment Market Value Adjustment			-	-
Ending Unassigned Fund Balance			1,413,800	1,644,825

(1) Unassigned fund balance is per February 2024 financial statements.

Schedule 7
Governmental Funds
Health & Animal Levy Fund (005)
Comparison of Revenues, Expenditures and Change in Fund Balance

	FY 2022-23 Actual Expenditures	FY 2023-24 Adopted Budget	FY 2023-24 Estimated Expenditures	FY 2024-25 Proposed Budget
Revenues				
Real Estate Tax	\$850,488	\$870,620	\$915,147	\$933,450
Charges for Services	595,857	\$582,400	\$596,209	\$758,764
American Rescue Plan (ARP)	-	-	-	-
Investment Income	17,317	11,500	\$10,705	9,155
Other	172,394	14,000	61,853	18,000
Total All Other	\$1,636,057	\$1,478,520	\$1,583,914	\$1,719,369
Transfers In from Other Funds	300,000	325,000	260,000	-
Total Revenues	\$1,936,057	\$1,803,520	\$1,843,914	\$1,719,369
Expenditures				
Salary & Benefits	\$1,061,120	\$911,786	\$1,041,520	\$1,037,212
Retiree Health Insurance	66,638	61,000	62,300	73,000
Operating Expenses	478,176	823,848	731,207	520,973
Equipment	2,572	6,885	6,885	6,885
Operating Expenditures	\$1,608,506	\$1,803,518	\$1,841,911	\$1,638,070
Capital Improvements	-	-	-	-
Debt Service	-	-	-	-
Contingency	-	-	-	81,299
Transfers Out	-	-	-	-
Total Expenditures	\$1,608,506	\$1,803,518	\$1,841,911	\$1,719,369
Excess Revenues Over (Under) Expenditures	\$327,551	\$2	\$2,003	\$0
Beginning Unassigned Fund Balance			348,758	350,761
Cancellation of Prior Year Encumbrances			-	-
Change in Other Fund Balance Components			-	-
Year-End Investment Market Value Adjustment			-	-
Ending Unassigned Fund Balance			350,761	350,761

(1) Unassigned fund balance is per February 2024 financial statements.

Schedule 7
Governmental Funds
Parks Health & Recreation Levy Fund (007)
Comparison of Revenues, Expenditures and Change in Fund Balance

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
	Actual	Adopted	Estimated	Proposed
	Expenditures	Budget	Expenditures	Budget
Revenues				
Real Estate Tax	1,807,087	\$1,838,155	\$1,942,736	\$1,942,736
Charges for Services	103,477	88,500	87,520	84,500
Intergovernmental	-	-	-	-
Investment Income	24,610	16,485	28,000	16,500
Other	38,007	-	38	-
Total All Other	\$1,973,181	\$1,943,140	\$2,058,294	\$2,043,736
Transfers In from Other Funds	-	-	-	-
Total Revenues	\$1,973,181	\$1,943,140	\$2,058,294	\$2,043,736
Expenditures				
Salary & Benefits	1,348,623	866,023	842,900	888,247
Retiree Health Insurance	104,556	70,000	94,000	115,000
Operating Expenses	989,193	516,220	534,371	871,510
Equipment	11,036	131,607	30,282	40,000
Operating Expenditures	\$2,453,408	\$1,583,850	\$1,501,553	\$1,914,757
Capital Improvements	41,404	-	-	-
Debt Service	-	-	-	-
Transfers Out	-	-	-	-
Total Expenditures	\$2,494,812	\$1,583,850	\$1,501,553	\$1,914,757
Excess Revenues Over (Under)				
Expenditures	(\$521,631)	\$359,290	\$556,741	\$128,978
Beginning Unassigned Fund Balance			\$23,687	580,458
Cancellation of Prior Year Encumbrances			30	-
Change in Other Fund Balance Components			-	-
Year-End Investment Market Value Adjustment			-	-
Ending Unassigned Fund Balance			580,458	709,436

(1) Unassigned fund balance is per February 2024 financial statements.

Schedule 7
Governmental Funds
Street Improvements Sales Tax Fund (011)
Comparison of Revenues, Expenditures and Change in Fund Balance

	FY 2022-23 Actual Expenditures	FY 2023-24 Adopted Budget	FY 2023-24 Estimated Expenditures	FY 2024-25 Proposed Budget
Revenues				
Sales Tax	\$9,933,180	\$10,534,000	\$10,200,000	\$10,112,000
Use Tax	511,806	321,000	800,000	877,000
Intergovernmental Revenue	1,422,926	-	444,500	-
Investment Income	555,872	125,000	747,000	250,000
Other	453,218	-	1,000,200	-
Total All Other	\$12,877,002	\$10,980,000	\$13,191,700	\$11,239,000
Issuance of Debt	-	-	-	-
Transfers In from Other Funds	1,729,746	-	-	-
Total Revenues	\$14,606,748	\$10,980,000	\$13,191,700	\$11,239,000
Expenditures				
Salary & Benefits	\$364,808	\$559,913	\$528,200	\$531,000
Retiree Health Insurance	\$3,039	4,000	4,000	4,000
Operating Expenses	\$267,584	632,759	599,987	822,210
Equipment	\$58,892	145,000	34,500	117,000
Total Expenditures	\$694,324	\$1,341,673	\$1,474,210	\$1,474,210
Capital Improvements	\$4,900,650	\$21,798,746	\$12,000,000	\$0
Debt Service	1,784,575	1,787,946	1,787,946	1,795,397
Transfers Out for Capital Projects	-	-	-	10,745,086
Transfers Out	\$0	-	260,000	-
Total Expenditures	\$7,379,549	\$24,928,365	\$15,214,633	\$14,014,693
Excess Revenues Over (Under)				
Expenditures	\$7,227,199	(\$13,948,365)	(\$2,022,933)	(\$2,775,693)
Beginning Unassigned Fund Balance			3,396,368	12,368,849
Cancellation of Prior Year Encumbrances			34,954	-
Change in Other Fund Balance Components			10,960,460	-
Year-End Investment Market Value Adjustment			-	-
Ending Unassigned Fund Balance			\$12,368,849	\$9,593,156

(1) Unassigned fund balance is per February 2024 financial statements.

* Revenue and corresponding Capital Expenditures only approved upon acceptance of grant for FY 2023-24

Schedule 7
Governmental Funds
Park Improvements Sales Tax Fund (012)
Comparison of Revenues, Expenditures and Change in Fund Balance

	FY 2022-23 Actual Expenditures	FY 2023-24 Adopted Budget	FY 2023-24 Estimated Expenditures	FY 2024-25 Proposed Budget
Revenues				
Sales Tax	\$4,966,640	\$5,268,000	\$5,025,000	\$5,056,000
Use Tax	255,895	169,000	500,000	438,000
Charges for Services	741,987	578,500	633,469	405,100
Intergovernmental	53,328	33,000	33,000	33,000
Investment Income	54,596	19,180	102,000	41,000
Other	35,389	27,400	43,798	45,305
Total All Other	\$6,107,837	\$6,095,080	\$6,337,267	\$6,018,405
Transfers In from Other Funds	-	-	196,430	-
Proceeds from capital lease	-	-	-	-
Total Revenues	\$6,107,837	\$6,095,080	\$6,533,697	\$6,018,405
Expenditures				
Salary & Benefits	2,555,853	2,982,434	2,911,213	3,632,121
Retiree Health Insurance	13,370	15,000	16,600	18,000
Operating Expenses	2,223,003	3,322,920	3,078,657	2,246,930
Equipment	159,556	620,464	293,534	97,500
Total Expenditures	\$4,951,781	\$6,940,818	\$6,300,004	\$5,994,551
Capital Improvements	539,721	200,000	-	-
Debt Service	-	-	-	-
Transfers Out	-	-	-	480,000
Total Expenditures	\$5,491,502	\$7,140,818	\$6,300,004	\$6,474,551
Excess Revenues Over (Under)				
Expenditures	\$616,334	(\$1,045,738)	\$233,693	(\$456,146)
Beginning Unassigned Fund Balance			3,715,082	3,959,101
Cancellation of Prior Year Encumbrances			10,326	-
Change in Other Fund Balance Components			-	-
Year-End Investment Market Value Adjustment			-	-
Ending Unassigned Fund Balance			3,959,101	3,502,955
<i>(1) Unassigned fund balance is per February 2024</i>				

Schedule 7
Governmental Funds
Storm Water Sales Tax Fund (013)
Comparison of Revenues, Expenditures and Change in Fund Balance

	FY 2022-23 Actual Expenditures	FY 2023-24 Adopted Budget	FY 2023-24 Estimated Expenditures	FY 2024-25 Proposed Budget
Revenues				
Sales Tax	\$4,966,640	\$5,268,000	\$5,025,000	\$5,056,000
Use Tax	255,895	169,000	500,000	438,000
Intergovernmental	-	-	-	-
Investment Income	216,321	164,000	416,000	164,000
Other	26,429	7,900	7,900	7,900
Total All Other	\$5,465,286	\$5,608,900	\$5,948,900	\$5,665,900
Other Financing Sources - leases	(2,223)			
Transfers In from Other Funds	44,036	-	-	-
Total Revenues	\$5,507,099	\$5,608,900	\$5,948,900	\$5,665,900
Expenditures				
Salary & Benefits	1,338,985	1,573,766	1,317,000	1,979,174
Retiree Health Insurance	-	-	-	-
Operating Expenses	1,032,897	1,653,184	1,278,236	1,903,912
Equipment	134,985	152,000	166,834	63,300
Operating Expenditures	\$2,506,867	\$3,378,950	\$2,762,070	\$3,946,386
Capital Improvements	4,899,900	3,470,000	1,300,000	-
Debt Service	694	-	-	-
Contingencies	-	-	-	-
Transfers Out	-	-	260,000	7,583,017
Total Expenditures	\$7,407,461	\$6,848,950	\$4,322,070	\$11,529,403
Excess Revenues Over (Under)				
Expenditures	(\$1,900,362)	(\$1,240,050)	\$1,626,830	(\$5,863,503)
Beginning Unassigned Fund Balance			10,968,275	12,612,008
Cancellation of Prior Year Encumbrances			16,903	-
Change in Other Fund Balance Components			-	-
Year-End Investment Market Value Adjustment			-	-
Ending Unassigned Fund Balance			12,612,008	6,748,505
<i>(1) Unassigned fund balance is per February 2024 financial statements.</i>				

Schedule 7
Governmental Funds
Police Public Safety Sales Tax Fund (016)
Comparison of Revenues, Expenditures and Change in Fund Balance

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
	Actual	Adopted	Estimated	Proposed
	Expenditures	Budget	Expenditures	Budget
Revenues				
Sales Tax	\$2,689,686	\$2,831,000	\$2,864,000	\$2,918,000
Use Tax	127,948	85,000	275,000	219,000
Investment Income	44,314	35,000	108,000	43,000
Other	127,311	7,600	120,308	7,600
Total All Other	\$2,989,258	\$2,958,600	\$3,367,308	\$3,187,600
Transfers In from Other Funds	-	-	-	-
Total Revenues	\$2,989,258	\$2,958,600	\$3,367,308	\$3,187,600
Expenditures				
Salary & Benefits	-	-	-	-
Retiree Health Insurance	-	-	-	-
Operating Expenses	1,104,906	1,525,322	1,197,176	1,465,280
Equipment	1,046,704	1,869,700	2,115,657	2,067,573
Operating Expenditures	\$2,151,611	\$3,395,022	\$3,312,833	3,532,853
Capital Improvements	-	1,400,000	1,400,000	-
Debt Service	22,520	22,600	22,600	22,600
Transfers Out	3,440	-	857,096	550,000
Total Expenditures	\$2,177,571	\$4,817,622	\$5,592,529	\$4,105,453
Excess Revenues Over (Under)				
Expenditures	\$811,687	(\$1,859,022)	(\$2,225,221)	(\$917,853)
Beginning Unassigned Fund Balance			3,125,485	925,473
Cancellation of Prior Year Encumbrances			25,209	-
Change in Other Fund Balance Components			-	-
Year-End Investment Market Value Adjustment			-	-
Ending Unassigned Fund Balance			925,473	7,620

(1) Unassigned fund balance is per February 2024 financial statements.

Schedule 7
Governmental Funds
Fire Protection Sales Tax Fund (017)
Comparison of Revenues, Expenditures and Change in Fund Balance

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
	Actual	Adopted	Estimated	Proposed
	Expenditures	Budget	Expenditures	Budget
Revenues				
Sales Tax	\$11,272,850	\$11,395,000	\$11,000,000	\$11,160,000
Use Tax	511,806	321,000	1,000,000	877,000
Investment Income	91,930	47,000	338,000	135,000
Other	120,952	6,000	6,000	6,000
Total Revenues	\$11,997,538	\$11,769,000	\$12,344,000	\$12,178,000
Expenditures				
Salary & Benefits	1,668,992	3,627,361	2,757,600	5,603,397
Retiree Health Insurance	-	-	-	-
Operating Expenses	736,762	1,698,174	1,618,914	2,633,440
Equipment	1,501,228	3,066,200	2,060,000	1,523,600
Operating Expenditures	\$3,906,982	\$8,391,735	\$6,436,514	\$9,760,437
Capital Improvements	-	1,800,000	1,800,000	-
Debt Service	116,828	73,236	217,584	24,500
Transfers Out to Capital Projects	-	-	-	5,450,000
Total Expenditures	\$4,023,811	\$10,264,971	\$8,454,098	\$15,213,937
Excess Revenues Over (Under)				
Expenditures	\$7,973,727	\$1,504,029	\$3,889,902	(\$3,056,937)
Beginning Unassigned Fund Balance			8,787,693	12,677,595
Cancellation of Prior Year Encumbrances			-	21,960
Change in Other Fund Balance Components			-	-
Year-End Investment Market Value Adjustment			-	-
Ending Unassigned Fund Balance			12,677,595	9,642,618

(1) Unassigned fund balance is per February 2024 financial statements.

(2) Capital Project Fund was established for the FY24-25 Budget

Schedule 7
Governmental Funds
Animal Shelter Use Tax Fund (010)
Comparison of Revenues, Expenditures and Change in Fund Balance

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
	Actual	Adopted	Estimated	Proposed
	Expenditures	Budget	Expenditures	Budget
Revenues				
Use Tax	\$782,000	\$855,000	\$855,000	\$893,000
Investment Income	12,150	6,000	28,000	28,000
Other	46	-	150	-
Total All Other	\$794,196	\$861,000	\$883,150	\$921,000
Transfers In from Other Funds	-	25,000	-	-
Total Revenues	\$794,196	\$886,000	\$883,150	\$921,000
Expenditures				
Salary & Benefits	671,617	883,945	646,400	741,601
Retiree Health Insurance	-	-	-	-
Operating Expenses	6,554	2,056	3,350	191,723
Equipment	960	-	-	-
Operating Expenditures	679,131	\$886,000	\$649,750	\$933,324
Capital Improvements	-	-	-	-
Debt Service	-	-	-	-
Transfers Out	-	-	-	-
Total Expenditures	\$679,131	\$886,000	\$649,750	\$933,324
Excess Revenues Over (Under)				
Expenditures	\$115,065	(\$0)	\$233,400	(\$12,324)
Beginning Unassigned Fund Balance			322,768	556,168
Cancellation of Prior Year Encumbrances			-	-
Change in Other Fund Balance Components			-	-
Year-End Investment Market Value Adjustment			-	-
Ending Unassigned Fund Balance			556,168	543,844

(1) Unassigned fund balance is per February 2024 financial statements.

Schedule 7
Governmental Funds
Police Use tax Fund (018)
Comparison of Revenues, Expenditures and Change in Fund Balance

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
	Actual	Adopted	Estimated	Proposed
	Expenditures	Budget	Expenditures	Budget
Revenues				
Use Tax	\$4,100,000	\$4,483,000	\$4,483,000	\$4,683,000
Investment Income	108,984	59,000	201,000	139,000
Other	15	-	-	-
Total All Other	\$4,209,000	\$4,542,000	\$4,684,000	\$4,822,000
Transfers In from Other Funds	-	-	-	-
Total Revenues	\$4,209,000	\$4,542,000	\$4,684,000	\$4,822,000
Expenditures				
Salary & Benefits	3,264,827	3,864,424	3,549,974	3,983,172
Retiree Health Insurance	-	-	-	-
Operating Expenses	321,410	366,827	306,827	1,469,400
Equipment	223,833	-	908,798	824,098
Operating Expenditures	\$3,810,070	\$4,231,251	\$4,765,599	\$6,276,670
Capital Improvements	-	-	-	-
Debt Service	-	-	-	-
Transfers Out	-	-	2,031,773	-
Total Expenditures	\$3,810,070	\$4,231,251	\$6,797,372	\$6,276,670
Excess Revenues Over (Under)				
Expenditures	\$398,930	\$310,749	(\$2,113,372)	(\$1,454,670)
Beginning Unassigned Fund Balance			4,952,541	2,846,444
Cancellation of Prior Year Encumbrances			7,275	-
Change in Other Fund Balance Components			-	-
Year-End Investment Market Value Adjustment			-	-
Ending Unassigned Fund Balance			\$2,846,444	1,391,775

(1) Unassigned fund balance is per February 2024 financial statements.

Schedule 7
Governmental Funds
Community Development Block Grant (008)
Comparison of Revenues, Expenditures and Change in Fund Balance

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
	Actual	Adopted	Estimated	Proposed
	Expenditures	Budget	Expenditures	Budget
Revenues				
Federal Grant	\$1,181,709	\$851,251	\$851,251	\$845,000
Total Revenues	\$1,181,709	\$851,251	\$851,251	\$845,000
Expenditures				
Salary & Benefits	153,413	137,058	153,363	154,151
Retiree Health Insurance	-	-	-	-
Operating Expenses	670,107	713,645	825,948	690,849
Equipment	-	-	2,700	-
Operating Expenditures	\$823,520	\$850,703	\$982,011	\$845,000
Capital Improvements	-	-	-	-
Debt Service	-	-	-	-
Other financing sources - leases	-	-	-	-
Transfers Out	329,746	-	-	-
Total Expenditures	\$1,153,266	\$850,703	\$982,011	\$845,000
Excess Revenues Over (Under)				
Expenditures	\$28,443	\$548	(\$130,760)	\$0
Beginning Unassigned Fund Balance			(9,437)	(140,197)
Cancellation of Prior Year Encumbrances			-	-
Change in Other Fund Balance Components			-	-
Year-End Investment Market Value Adjustment			-	-
Ending Unassigned Fund Balance			(140,197)	(140,197)

(1) Unassigned fund balance is per February 2024 financial statements.

Schedule 7
Governmental Funds
HOME Grant - Rental Rehabilitation (009)
Comparison of Revenues, Expenditures and Change in Fund Balance

	FY 2022-23 Actual Expenditures	FY 2023-24 Adopted Budget	FY 2023-24 Estimated Expenditures	FY 2024-25 Proposed Budget
Revenues				
Federal Grant	\$577,092	\$570,305	\$570,305	\$2,183,072
Total Revenues	\$577,092	\$570,305	\$570,305	\$2,183,072
Expenditures				
Salary & Benefits	45,603	54,518	35,575	45,432
Retiree Health Insurance	-	-	-	-
Operating Expenses	60,766	32,262	32,262	1,681,223
Equipment	220,111	455,486	455,486	454,750
Operating Expenditures	\$326,480	\$542,266	\$523,323	\$2,181,405
Capital Improvements	-	-	-	-
Debt Service	-	-	-	-
Transfers Out	-	-	-	-
Total Expenditures	\$326,480	\$542,266	\$523,323	\$2,181,405
Excess Revenues Over (Under)				
Expenditures	\$250,612	\$28,039	\$46,982	\$1,667
Beginning Unassigned Fund Balance			(200,586)	(153,604)
Cancellation of Prior Year Encumbrances			-	-
Change in Other Fund Balance Components			-	-
Year-End Investment Market Value Adjustment			-	-
Ending Unassigned Fund Balance			(153,604)	(151,937)

(1) Unassigned fund balance is per February 2023 financial statements.

Schedule 7
Governmental Funds
Grant Fund (015)

Comparison of Revenues, Expenditures and Change in Fund Balance

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
	Actual	Adopted	Estimated	Proposed
	Expenditures	Budget	Expenditures	Budget
Revenues				
Federal & State Grants	\$3,811,375	\$4,479,344	6,081,857	2,191,588
Charges for Services	231,928	109,023	\$206,023	\$109,023
Other	1,628	140,620	120,860	-
Total Revenues	\$4,044,931	\$4,728,987	\$6,408,739	\$2,300,611
Transfers In from Other Funds	-	-	-	-
Total Revenues	\$4,044,931	\$4,728,987	\$6,408,739	\$2,300,611
Expenditures				
Salary & Benefits	\$2,412,566	\$1,930,381	\$2,726,723	\$1,302,785
Retiree Health Insurance	-	-	-	-
Operating Expenses	1,306,461	1,948,044	1,850,710	997,826
Equipment	204,455	84,695	470,287	-
Operating Expenditures	\$3,923,483	\$3,963,121	\$5,047,720	\$2,300,611
Capital Improvements	-	-	-	-
Debt Service	827	-	-	-
Transfers Out	-	-	-	-
Total Expenditures	\$3,924,310	\$3,963,121	\$5,047,720	\$2,300,611
Excess Revenues Over (Under)				
Expenditures	\$120,622	\$765,866	\$1,361,020	\$0
Beginning Unassigned Fund Balance			(131,639)	1,229,381
Cancellation of Prior Year Encumbrances			-	-
Change in Other Fund Balance Components			-	-
Year-End Investment Market Value Adjustment			-	-
Ending Unassigned Fund Balance			1,229,381	1,229,381

(1) Unassigned fund balance is per February 2024 financial statements.

Schedule 7
Governmental Funds
Marijuana Sales Tax Fund
Comparison of Revenues, Expenditures and Change in Fund Balance

	FY 2022-23 Actual Expenditures	FY 2023-24 Adopted Budget	FY 2023-24 Estimated Expenditures	FY 2024-25 Proposed Budget
Revenues				
Sales Tax	\$0	\$150,000	\$620,000	\$900,000
Investment Income	-	-	-	-
Other	-	-	-	-
Total All Other	\$0	\$150,000	\$620,000	\$900,000
Transfers In from Other Funds	-	-	-	-
Total Revenues	\$0	\$150,000	\$620,000	\$900,000
Expenditures				
Salary & Benefits	-	15,000	-	-
Retiree Health Insurance	-	-	-	-
Operating Expenses	-	-	-	-
Equipment	-	-	-	-
Operating Expenditures	\$0	\$15,000	\$0	\$0
Capital Improvements	-	-	382,275	-
Debt Service	-	-	-	-
Transfers Out	-	-	237,725	900,000
Total Expenditures	\$0	\$15,000	\$620,000	\$900,000
Excess Revenues Over (Under)				
Expenditures	\$0	\$135,000	\$0	\$0
Beginning Unassigned Fund Balance			-	\$0
Cancellation of Prior Year Encumbrances			-	-
Change in Other Fund Balance Components			-	-
Year-End Investment Market Value Adjustment			-	-
Ending Unassigned Fund Balance			\$0	-

Schedule 8
Enterprise Funds
Power and Light Fund (020)
Comparison of Revenues, Expenditures and Change in Available Resources

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
	Actual	Adopted	Estimated	Proposed
	Expenditures	Budget	Expenditures	Budget
Revenues				
Charges for Services	\$145,077,693	\$137,475,870	\$138,012,685	\$146,277,500
Penalties	1,460,015	1,000,000	1,490,000	1,000,000
Connection/Disconnection Charges	6,697	33,000	7,350	13,000
Temporary Service	1,250	1,000	700	1,000
Rental Income	302,514	294,500	494,000	294,500
Miscellaneous	901,158	15,700	824,085	350,000
Interfund Service Charges	2,159,810	2,075,300	2,059,138	4,170,500
Investment Income	1,608,334	118,000	1,522,421	500,000
Intergovernmental	-	-	-	-
Other	7,042,052	7,000,000	6,617,000	6,500,000
Total All Other	\$158,559,523	\$148,013,370	\$151,027,379	\$159,106,500
Transfers In	-	-	-	-
Special Item	-	-	-	-
Resources from closed projects	-	-	-	-
Total Revenues	\$158,559,523	\$148,013,370	\$151,027,379	\$159,106,500
Expenditures				
Salary and Benefits	27,903,640	30,325,842	28,918,232	31,051,309
Retiree Health Insurance	1,454,378	1,462,037	1,460,000	1,602,037
Operating Expenses	107,114,870	105,171,162	110,206,423	110,300,714
Equipment	164,383	1,356,440	903,254	410,300
Operating Expenditures	136,637,271	138,315,482	141,487,909	143,364,360
Capital Improvements	4,174,418	14,747,000	6,835,594	-
Debt Service	8,626,743	8,638,100	8,668,084	8,635,400
Transfers out for Capital Improvements	-	-	-	17,774,000
Contingencies	-	-	100,000	100,000
Total Expenditures	149,438,432	161,700,582	157,091,586	169,873,760
Excess Revenues Over (Under) Expenditures	\$9,121,091	(\$13,687,212)	(\$6,064,208)	(\$10,767,260)
Beginning Available Resources			51,797,305	45,733,097
Cancellation of Prior Year Encumbrances			-	-
Ending Available Resources			45,733,097	34,965,837
Revenue Risk			5,300,000	
Capital Reserve			3,000,000	
Expense Risk			18,700,000	
Working Capital			25,550,000	
Targeted Reserve Level			52,550,000	
Total Non-Restricted Resources Available			(6,816,903)	

(1) Unassigned fund balance is per February 2024 financial statements.

Schedule 8
Enterprise Funds
Power and Light Fund - Capital (021)
Comparison of Revenues, Expenditures and Change in Available Resources

	FY 2022-23 Actual Expenditures	FY 2023-24 Adopted Budget	FY 2023-24 Estimated Expenditures	FY 2024-25 Proposed Budget
Revenues				
Charges for Services	\$0	\$0	\$0	\$0
Penalties	-	-	-	-
Connection/Disconnection Charges	-	-	-	-
Temporary Service	-	-	-	-
Rental Income	-	-	-	-
Miscellaneous	-	-	-	-
Interfund Service Charges	-	-	-	-
Investment Income	-	-	-	-
Intergovernmental	-	-	-	-
Other	-	-	-	-
Total All Other	\$0	\$0	\$0	\$0
Transfers In	-	-	-	17,774,000
Special Item	-	-	-	-
Resources from closed projects	-	-	-	-
Total Revenues	\$0	\$0	\$0	\$17,774,000
Expenditures				
Salary and Benefits	-	-	-	-
Retiree Health Insurance	-	-	-	-
Operating Expenses	-	-	-	-
Equipment	-	-	-	-
Operating Expenditures	-	-	-	-
Capital Improvements	-	-	-	-
Debt Service	-	-	-	-
Transfers out for Capital Improvements	-	-	-	17,774,000
Contingencies	-	-	-	-
Total Expenditures	-	-	-	17,774,000
Excess Revenues Over (Under) Expenditures	\$0	\$0	\$0	\$0
Beginning Available Resources			-	-
Cancellation of Prior Year Encumbrances			-	-
Ending Available Resources			-	-

Schedule 8
Enterprise Funds
Sanitary Sewer Fund (030)
Comparison of Revenues, Expenditures and Change in Available Resources

	FY 2022-23 Actual Expenditures	FY 2023-24 Adopted Budget	FY 2023-24 Estimated Expenditures	FY 2024-25 Proposed Budget
Revenues				
Charges for Services	\$35,206,857	\$35,546,430	\$36,183,986	\$35,765,212
Penalties	389,862	200,000	360,723	200,000
Intergovernmental	-	-	-	-
Investment Income	1,007,791	326,000	1,258,000	326,000
Other	113,038	7,900	7,900	7,900
Total All Other	36,717,547	36,080,330	37,810,609	\$36,299,112
Transfers In	10,000	10,000	10,000	10,000
Special Item	-	-	-	-
Resources from closed projects	-	-	-	-
Total Revenues	\$36,727,547	\$36,090,330	\$37,820,609	\$36,309,112
Expenditures				
Salary & Benefits	5,680,201	6,988,726	6,104,000	6,894,894
Retiree Health Insurance	357,822	348,000	420,000	460,000
Operating Expenses	18,998,195	20,995,556	18,500,015	21,498,025
Equipment	318,202	409,600	342,803	296,300
Operating Expenditures	25,354,420	28,741,882	25,366,817	29,149,219
Capital Improvements	664,695	6,330,000	1,000,000	\$0
Debt Service	6,221,846	6,242,978	6,242,978	6,240,079
Contingencies	-	-	-	-
Transfers Out	48,929	-	2,130,000	\$5,505,000
Total Expenditures	\$32,289,890	\$41,314,860	\$34,739,795	40,894,298
Excess Revenues Over (Under) Expenditures	4,437,657	(5,224,530)	3,080,814	(4,585,186)
Beginning Available Resources			33,820,216	36,901,030
Cancellation of Prior Year Encumbrances			-	-
Ending Available Resources			<u>36,901,030</u>	<u>32,315,844</u>
Revenue Risk			1,200,000	
Capital Reserve			4,000,000	
Expense Risk			700,000	
Working Capital			<u>6,800,000</u>	
Targeted Reserve Level			<u>12,700,000</u>	
Total Non-Restricted Resources Available			<u><u>24,201,030</u></u>	

(1) Unassigned fund balance is per February 2024 financial statements.

Schedule 8
Enterprise Funds
Sanitary Sewer Fund (031)
Comparison of Revenues, Expenditures and Change in Available Resources

	FY 2022-23 Actual Expenditures	FY 2023-24 Adopted Budget	FY 2023-24 Estimated Expenditures	FY 2024-25 Proposed Budget
Revenues				
Charges for Services	\$0	\$0	\$0	\$0
Penalties	-	-	-	-
Intergovernmental	-	-	-	-
Investment Income	-	-	-	-
Other	-	-	-	-
Total All Other	-	-	-	\$0
Transfers In	-	-	-	5,505,000
Special Item	-	-	-	-
Resources from closed projects	-	-	-	-
Total Revenues	\$0	\$0	\$0	\$5,505,000
Expenditures				
Salary & Benefits	-	-	-	-
Retiree Health Insurance	-	-	-	-
Operating Expenses	-	-	-	-
Equipment	-	-	-	-
Operating Expenditures	-	-	-	-
Capital Improvements	-	-	-	\$5,505,000
Debt Service	-	-	-	-
Contingencies	-	-	-	-
Transfers Out	-	-	-	\$0
Total Expenditures	\$0	\$0	\$0	\$5,505,000
Excess Revenues Over (Under) Expenditures	-	-	-	-
Beginning Available Resources			-	-
Cancellation of Prior Year Encumbrances			-	-
Ending Available Resources			-	-

Schedule 8
Enterprise Funds
Water Fund (040)

Comparison of Revenues, Expenditures and Change in Available Resources

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
	Actual	Adopted	Estimated	Proposed
	Expenditures	Budget	Expenditures	Budget
Revenues				
Charges for Services	\$33,845,057	\$32,610,000	\$35,241,265	\$32,297,000
Penalties	234,319	200,000	218,650	200,000
Connection/Disconnection Charges	21,179	17,000	24,432	17,000
Returned Check Charges	29,745	26,000	32,160	26,000
Rental Income	142,461	85,000	130,709	85,000
Miscellaneous	19,819	15,000	22,680	15,000
Interfund Service Charges	3,359,219	3,360,000	3,364,771	3,626,100
Investment Income	1,540,963	657,138	1,920,000	659,000
Intergovernmental	-	-	-	-
Other	20,428	16,700	31,843	15,700
Total All Other	\$39,213,190	\$36,986,838	\$40,986,510	\$36,940,800
Transfers In	-	-	-	-
Special Item	-	-	-	-
Total Revenues	\$39,213,190	\$36,986,838	\$40,986,510	\$36,940,800
Expenditures				
Salary & Benefits	8,483,119	10,123,922	8,823,807	10,285,240
Retiree Health Insurance	348,628	364,000	325,000	360,000
Operating Expenses	16,549,182	21,218,713	20,041,725	25,350,082
Equipment	519,382	1,037,800	635,051	581,500
Operating Expenditures	25,900,311	32,744,435	29,825,582	36,576,822
Capital Improvements	1,231,231	8,050,000	9,700,000	-
Debt Service	2,505,487	2,540,938	2,540,938	2,536,138
Contingencies	-	-	50,000	50,000
Transfers Out	-	-	-	9,380,000
Total Expenditures	\$29,637,029	\$43,335,373	42,116,520	\$48,542,960
Excess Revenues Over (Under) Expenditures	\$9,576,160	(\$6,348,535)	(\$1,130,010)	(\$11,602,160)
Beginning Available Resources			51,219,649	50,089,639
Cancellation of Prior Year Encumbrances			-	-
Ending Available Resources			\$50,089,639	38,487,479
Revenue Risk			2,000,000	
Capital Reserve			6,100,000	
Expense Risk			700,000	
Working Capital			5,600,000	
Targeted Reserve Level			14,400,000	
Total Non-Restricted Resources Available			35,689,639	

(1) Unassigned fund balance is per February 2024 financial statements.

Schedule 8
Enterprise Funds
Water Fund - Capital (041)
Comparison of Revenues, Expenditures and Change in Available Resources

	FY 2022-23 Actual Expenditures	FY 2023-24 Adopted Budget	FY 2023-24 Estimated Expenditures	FY 2024-25 Proposed Budget
Revenues				
Charges for Services	\$0	\$0	\$0	\$0
Penalties	-	-	-	-
Connection/Disconnection Charges	-	-	-	-
Returned Check Charges	-	-	-	-
Rental Income	-	-	-	-
Miscellaneous	-	-	-	-
Interfund Service Charges	-	-	-	-
Investment Income	-	-	-	-
Intergovernmental	-	-	-	-
Other	-	-	-	-
Total All Other	\$0	\$0	\$0	\$0
Transfers In	-	-	-	9,380,000
Special Item	-	-	-	-
Total Revenues	\$0	\$0	\$0	\$9,380,000
Expenditures				
Salary & Benefits	-	-	-	-
Retiree Health Insurance	-	-	-	-
Operating Expenses	-	-	-	-
Equipment	-	-	-	-
Operating Expenditures	-	-	-	-
Capital Improvements	-	-	-	9,380,000
Debt Service	-	-	-	-
Contingencies	-	-	-	-
Transfers Out	-	-	-	-
Total Expenditures	\$0	\$0	-	\$9,380,000
Excess Revenues Over (Under) Expenditures	\$0	\$0	\$0	\$0
Beginning Available Resources			-	-
Cancellation of Prior Year Encumbrances			-	-
Ending Available Resources			\$0	-

Schedule 9
Internal Service Funds
Central Garage Fund (090)
Comparison of Revenues, Expenditures and Change in Fund Balance

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
	Actual	Adopted	Estimated	Proposed
	Expenditures	Budget	Expenditures	Budget
Revenues				
Charges for Services	\$3,063,477	\$2,933,171	\$2,933,171	\$3,762,200
Miscellaneous	7,840	-	10,000	-
Investment Income	15,259	7,500	40,000	7,500
Other	22,784	281,000	19,000	-
Total All Other	\$3,109,360	\$3,221,671	\$3,002,171	\$3,769,700
Transfers In	-	-	-	-
Total Revenues	\$3,109,360	\$3,221,671	\$3,002,171	\$3,769,700
Expenditures				
Salary & Benefits	734,764	857,546	744,400	942,060
Retiree Health Insurance	42,757	52,000	37,000	57,200
Operating Expenses	1,821,696	2,056,523	2,212,557	2,404,400
Equipment	5,619	2,000	-	-
Operating Expenditures	\$2,604,836	\$2,968,069	\$2,993,957	\$3,403,660
Capital Improvements	-	-	-	-
Debt Service	-	-	-	-
Transfers Out	-	-	-	-
Total Expenditures	\$2,604,836	\$2,968,069	\$2,993,957	\$3,403,660
Excess Revenues Over (Under)				
Expenditures	504,525	253,602	8,214	366,040
Beginning Unassigned Fund Balance			(1,008,280)	843,947
Cancellation of Prior Year Encumbrances			45,194	-
Change in Other Fund Balance Components			(7,209)	-
Year-End Investment Market Value Adjustment			-	-
GAAP Components - OPEB and LAGERS			1,806,028	
Ending Unassigned Fund Balance			843,947	1,209,987

(1) Unassigned fund balance is per February 2024 financial statements.

Schedule 9
Internal Service Funds
Staywell Health Care Fund (091)
Comparison of Revenues, Expenditures and Change in Fund Balance

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
	Actual	Adopted	Estimated	Proposed
	Expenditures	Budget	Expenditures	Budget
Revenues				
Charges for Services	\$19,211,095	\$20,534,900	\$20,534,900	\$20,534,900
American Rescue Plan (ARP)	-	-	-	-
Investment Income	9,129	120,000	250,000	155,000
Other	2,140,621	1,236,600	1,536,600	1,236,600
Total Revenues	\$21,360,845	\$21,891,500	\$22,321,500	\$21,926,500
Transfers In	2,350,000	-	-	-
Total Revenues	\$23,710,845	\$21,891,500	\$22,321,500	\$21,926,500
Expenditures				
Salary & Benefits	317,225	740,500	747,000	487,600
Retiree Health Insurance	-	-	-	-
Operating Expenses	23,110,195	24,460,900	24,461,200	24,460,900
Equipment	-	-	-	-
Operating Expenditures	\$23,427,420	\$25,201,400	\$25,208,200	\$24,948,500
Capital Improvements	-	-	-	-
Debt Service	-	-	-	-
Transfers Out	-	-	-	-
Total Expenditures	\$23,427,420	\$25,201,400	\$25,208,200	\$24,948,500
Excess Revenues Over (Under)				
Expenditures	\$283,426	(\$3,309,900)	(\$2,886,700)	(\$3,022,000)
Beginning Unassigned Fund Balance			3,747,925	861,225
Cancellation of Prior Year Encumbrances			-	-
Change in Other Fund Balance Components			-	-
Year-End Investment Market Value Adjustment			-	-
Ending Unassigned Fund Balance			861,225	(2,160,775)

(1) Unassigned fund balance is per February 2024 financial statements.

Schedule 9
Internal Service Funds
Workers' Compensation Fund (092)
Comparison of Revenues, Expenditures and Change in Fund Balance

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
	Actual	Adopted	Estimated	Proposed
	Expenditures	Budget	Expenditures	Budget
Revenues				
Charges for Services	\$4,450,900	\$4,450,900	\$3,492,667	\$3,918,000
Miscellaneous	6,522	-	-	-
Investment Income	93,076	10,000	212,638	100,000
Other	-	-	-	-
Total Revenues	\$4,550,498	\$4,460,900	\$3,705,304	\$4,018,000
Expenditures				
Salary & Benefits	8,121	-	6,920	10,013
Retiree Health Insurance	-	-	-	-
Operating Expenses	3,914,990	4,748,001	4,421,399	3,952,140
Equipment	-	-	-	-
Operating Expenditures	\$3,923,111	\$4,748,001	\$4,428,319	\$3,962,153
Capital Improvements	-	-	-	-
Debt Service	-	-	-	-
Transfers Out	-	-	-	-
Total Expenditures	\$3,923,111	\$4,748,001	\$4,428,319	\$3,962,153
Excess Revenues Over (Under)				
Expenditures	\$627,387	(\$287,101)	(\$723,015)	\$55,847
Beginning Unassigned Fund Balance			(5,756,320)	(6,479,335)
Cancellation of Prior Year Encumbrances			-	-
Change in Other Fund Balance Components			-	-
Year-End Investment Market Value Adjustment			-	-
Ending Unassigned Fund Balance			(6,479,335)	(6,423,754)
Other Fund Balance Components				
Restricted - Work Comp Escrow			-	-
Assigned - Current Year Encumbrances			63,295	-
Assigned - Prior Year Encumbrances			-	-
Total Ending Fund Balance			(6,416,040)	

(1) Unassigned fund balance is per February 2024 financial statements.

Schedule 9
Internal Service Funds
Risk Management Fund (093)
Comparison of Revenues, Expenditures and Change in Fund Balance

	FY 2022-23 Actual Expenditures	FY 2023-24 Adopted Budget	FY 2023-24 Estimated Expenditures	FY 2024-25 Proposed Budget
Revenues				
Charges for Services	\$2,943,000	\$3,196,000	\$2,944,300	\$3,193,000
Miscellaneous	0	-	0	0
Investment Income	37,932	23,000	50,000	30,000
Other	-	-	300	
Total All Other	\$2,980,932	\$3,219,000	\$2,994,600	\$3,223,000
Issuance of Debt	-	-	-	-
Transfers In from Other Funds	-	-	-	-
Total Revenues	\$2,980,932	\$3,219,000	\$2,994,600	\$3,223,000
Expenditures				
Salary & Benefits	8,121	-	7,250	10,035
Retiree Health Insurance	-	-	-	-
Operating Expenses	2,676,409	3,355,559	4,045,059	4,454,701
Equipment	-	-	-	-
Total Expenditures	\$2,684,530	\$3,355,559	\$4,052,309	\$4,464,736
Capital Improvements	-	-	-	-
Debt Service	-	-	-	-
Transfers Out	-	-	-	-
Total Expenditures	\$2,684,530	\$3,355,559	\$4,052,309	\$4,464,736
Excess Revenues Over (Under)				
Expenditures	\$296,402	(\$136,559)	(\$1,057,709)	(\$1,241,736)
Beginning Unassigned Fund Balance			2,049,143	991,434
Cancellation of Prior Year Encumbrances			-	-
Change in Other Fund Balance Components			-	-
Year-End Investment Market Value Adjustment			-	-
Ending Unassigned Fund Balance			991,434	(250,302)
<i>(1) Unassigned fund balance is per February 2024 financial statements.</i>				

Schedule 9
Internal Service Funds
Enterprise Resource Planning (ERP) Fund (095)
Comparison of Revenues, Expenditures and Change in Fund Balance

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
	Actual	Adopted	Estimated	Proposed
	Expenditures	Budget	Expenditures	Budget
Revenues				
Charges for Services	\$10,523,853	\$11,709,004	\$11,709,004	\$13,117,510
Miscellaneous	-	-	-	-
Intergovernmental	-	-	-	-
Investment Income	-	-	-	-
Other	-	-	-	-
Total All Other	\$10,523,853	\$11,709,004	\$11,709,004	\$13,117,510
Transfers In from Other Funds	-	-	-	-
Proceeds from capital lease	-	-	-	-
Total Revenues	\$10,523,853	\$11,709,004	\$11,709,004	\$13,117,510
Expenditures				
Salary & Benefits	\$4,998,150	\$5,939,496	\$6,041,000	\$6,183,457
Retiree Health Insurance	230,401	170,000	210,000	231,000
Operating Expenses	4,461,518	4,689,454	4,703,879	5,659,219
Equipment	306,161	1,257,834	1,095,919	83,050
Total Expenditures	\$9,996,229	\$12,056,784	\$12,050,798	\$12,156,726
Capital Improvements	-	-	-	-
Debt Service	-	-	-	-
Transfers Out	-	-	-	1,681,668
Total Expenditures	\$9,996,229	\$12,056,784	\$12,050,798	\$13,838,394
Excess Revenues Over (Under)				
Expenditures	\$527,624	(\$347,779)	(\$341,794)	(\$720,884)
Beginning Unassigned Fund Balance			(2,040,870)	455,268
Cancellation of Prior Year Encumbrances			1,520	-
Change in Other Fund Balance Components			(1,956)	-
GAAP Components - OPEB and LAGERS			2,838,368	-
Ending Unassigned Fund Balance			\$455,268	(\$265,616)

(1) Unassigned fund balance is per February 2024 financial statements.

(2) Fund 095 was used to establish Finance and Administration as an Internal Service Fund in FY 2022-23.

Schedule 9
Internal Service Funds
Enterprise Resource Planning (ERP) Fund - Capital (096)
Comparison of Revenues, Expenditures and Change in Fund Balance

	FY 2022-23 Actual Expenditures	FY 2023-24 Adopted Budget	FY 2023-24 Estimated Expenditures	FY 2024-25 Proposed Budget
Revenues				
Charges for Services	\$0	\$0	\$0	\$0
Miscellaneous	-	-	-	-
Intergovernmental	-	-	-	-
Investment Income	-	-	-	-
Other	-	-	-	-
Total All Other	\$0	\$0	\$0	\$0
Transfers In from Other Funds	-	-	-	1,681,668
Proceeds from capital lease	-	-	-	-
Total Revenues	\$0	\$0	\$0	\$1,681,668
Expenditures				
Salary & Benefits	\$0	\$0	\$0	\$0
Retiree Health Insurance	-	-	-	-
Operating Expenses	-	-	-	-
Equipment	-	-	-	-
Total Expenditures	\$0	\$0	\$0	\$0
Capital Improvements	-	-	-	-
Debt Service	-	-	-	-
Transfers Out	-	-	-	1,681,668
Total Expenditures	\$0	\$0	\$0	\$1,681,668
Excess Revenues Over (Under)				
Expenditures	\$0	\$0	\$0	\$0
Beginning Unassigned Fund Balance			-	-
Cancellation of Prior Year Encumbrances			-	-
Change in Other Fund Balance Components			-	-
GAAP Components - OPEB and LAGERS			-	-
Ending Unassigned Fund Balance			\$0	\$0

Schedule 10
Governmental Funds
Street Improvements Capital Fund (051)
Comparison of Revenues, Expenditures and Change in Fund Balance

	FY 2022-23 Actual Expenditures	FY 2023-24 Adopted Budget	FY 2023-24 Estimated Expenditures	FY 2024-25 Proposed Budget
Revenues				
Sales Tax	\$0	\$0	\$0	\$0
Use Tax	-	-	-	-
Intergovernmental Revenue	-	-	-	-
Investment Income	-	-	-	-
Other	-	-	-	-
Total All Other	\$0	\$0	\$0	\$0
Issuance of Debt	-	-	-	-
Transfers In from Street Sales Tax Fund (011)	-	-	-	10,745,086
Total Revenues	\$0	\$0	\$0	\$10,745,086
Expenditures				
Salary & Benefits	\$0	\$0	\$0	\$0
Retiree Health Insurance	-	-	-	-
Operating Expenses	-	-	-	-
Equipment	-	-	-	-
Total Expenditures	\$0	\$0	\$0	\$0
Capital Improvements	-	\$-	-	\$10,745,086
Debt Service	-	-	-	-
Transfers Out	-	-	-	-
Total Expenditures	\$0	\$0	\$0	\$10,745,086
Excess Revenues Over (Under)				
Expenditures	\$0	\$0	\$0	\$0
Beginning Unassigned Fund Balance			-	-
Cancellation of Prior Year Encumbrances			-	-
Change in Other Fund Balance Components			-	-
Year-End Investment Market Value Adjustment			-	-
Ending Unassigned Fund Balance			\$0	\$0

Schedule 7
Governmental Funds
Police Improvement Fund (052)
Comparison of Revenues, Expenditures and Change in Fund Balance

	FY 2022-23 Actual Expenditures	FY 2023-24 Adopted Budget	FY 2023-24 Estimated Expenditures	FY 2024-25 Proposed Budget
Revenues				
Sales Tax	\$0	\$0	\$0	\$0
Use Tax	-	-	-	-
Investment Income	-	-	-	-
Other	-	-	-	-
Total All Other	\$0	\$0	\$0	\$0
Transfers In from Other Funds	-	-	3,126,594	1,450,000
Total Revenues	\$0	\$0	\$3,126,594	\$1,450,000
Expenditures				
Salary & Benefits	-	-	-	-
Retiree Health Insurance	-	-	-	-
Operating Expenses	-	-	-	-
Equipment	-	-	-	-
Operating Expenditures	\$0	\$0	\$0	-
Capital Improvements	-	-	4,026,594	550,000
Debt Service	-	-	-	-
Transfers Out	-	-	-	-
Total Expenditures	\$0	\$0	\$4,026,594	\$550,000
Excess Revenues Over (Under)				
Expenditures	\$0	\$0	(\$900,000)	\$900,000
Beginning Unassigned Fund Balance			-	(900,000)
Cancellation of Prior Year Encumbrances			-	-
Change in Other Fund Balance Components			-	-
Year-End Investment Market Value Adjustment			-	-
Ending Unassigned Fund Balance			(900,000)	-
Other Fund Balance Components			-	
Restricted - Current Year Encumbrances			-	
Restricted - Prior Year Encumbrances			-	
Restricted - Operating Reserve			-	
Total Ending Fund Balance			(900,000)	

Schedule 10
Governmental Funds
Fire Capital Improvements Fund (053)
Comparison of Revenues, Expenditures and Change in Fund Balance

	FY 2022-23 Actual Expenditures	FY 2023-24 Adopted Budget	FY 2023-24 Estimated Expenditures	FY 2024-25 Proposed Budget
Revenues				
Sales Tax	\$0	\$0	\$0	\$0
Use Tax	-	-	-	-
Investment Income	-	-	-	-
Other	-	-	-	-
Total Revenues	\$0	\$0	\$0	\$0
Transfers In from Other Funds	-	-	-	5,450,000
Total Revenues	\$0	\$0	\$0	\$5,450,000
Expenditures				
Salary & Benefits	-	-	-	-
Retiree Health Insurance	-	-	-	-
Operating Expenses	-	-	-	-
Equipment	-	-	-	-
Operating Expenditures	\$0	\$0	\$0	\$0
Capital Improvements	-	-	-	5,450,000
Debt Service	-	-	-	-
Transfers Out	-	-	-	-
Total Expenditures	\$0	\$0	\$0	\$5,450,000
Excess Revenues Over (Under)				
Expenditures	\$0	\$0	\$0	\$0
Beginning Unassigned Fund Balance			-	-
Cancellation of Prior Year Encumbrances			-	-
Change in Other Fund Balance Components			-	-
Year-End Investment Market Value Adjustment			-	-
Ending Unassigned Fund Balance			-	-

Schedule 10
Governmental Funds
Buildings and Other Improvements Fund (057)
Comparison of Revenues, Expenditures and Change in Fund Balance

	FY 2022-23 Actual Expenditures	FY 2023-24 Adopted Budget	FY 2023-24 Estimated Expenditures	FY 2024-25 Proposed Budget
Revenues				
Sales Tax	\$0	\$0	\$0	\$0
Use Tax	-	-	-	-
Intergovernmental	-	-	-	-
Investment Income	-	-	-	-
Other	-	-	-	-
Total All Other	\$0	\$0	\$0	\$0
Other Financing Sources - leases	-			
Transfers In from Other Funds	-	-	-	260,000
Total Revenues	\$0	\$0	\$0	\$260,000
Expenditures				
Salary & Benefits	-	-	-	-
Retiree Health Insurance	-	-	-	-
Operating Expenses	-	-	-	-
Equipment	-	-	-	-
Operating Expenditures	\$0	\$0	\$0	\$0
Capital Improvements	-	-	-	260,000
Debt Service	-	-	-	-
Contingencies	-	-	-	-
Transfers Out	-	-	-	-
Total Expenditures	\$0	\$0	\$0	\$260,000
Excess Revenues Over (Under)				
Expenditures	\$0	\$0	\$0	\$0
Beginning Unassigned Fund Balance			-	-
Cancellation of Prior Year Encumbrances			-	-
Change in Other Fund Balance Components			-	-
Year-End Investment Market Value Adjustment			-	-
Ending Unassigned Fund Balance			-	-

Schedule 10
Governmental Funds
Storm Water Improv Capital Fund (058)
Comparison of Revenues, Expenditures and Change in Fund Balance

	FY 2022-23 Actual Expenditures	FY 2023-24 Adopted Budget	FY 2023-24 Estimated Expenditures	FY 2024-25 Proposed Budget
Revenues				
Sales Tax	\$0	\$0	\$0	\$0
Use Tax	-	-	-	-
Intergovernmental	-	-	-	-
Investment Income	-	-	-	-
Other	-	-	-	-
Total All Other	\$0	\$0	\$0	\$0
Other Financing Sources - leases	-			
Transfers In from Other Funds	-	-	16,155	7,583,017
Total Revenues	\$0	\$0	\$16,155	\$7,583,017
Expenditures				
Salary & Benefits	-	-	-	-
Retiree Health Insurance	-	-	-	-
Operating Expenses	-	-	-	-
Equipment	-	-	-	-
Operating Expenditures	\$0	\$0	\$0	\$0
Capital Improvements	-	-	-	7,583,017
Debt Service	-	-	-	-
Contingencies	-	-	-	-
Transfers Out	-	-	-	-
Total Expenditures	\$0	\$0	\$0	\$7,583,017
Excess Revenues Over (Under)				
Expenditures	\$0	\$0	\$16,155	\$0
Beginning Unassigned Fund Balance			-	16,155
Cancellation of Prior Year Encumbrances			-	-
Change in Other Fund Balance Components			-	-
Year-End Investment Market Value Adjustment			-	-
Ending Unassigned Fund Balance			16,155	16,155

(1) Unassigned fund balance is per February 2023 financial statements.

Schedule 10
Governmental Funds
Park Improvemens Fund (059)
Comparison of Revenues, Expenditures and Change in Fund Balance

	FY 2022-23 Actual Expenditures	FY 2023-24 Adopted Budget	FY 2023-24 Estimated Expenditures	FY 2024-25 Proposed Budget
Revenues				
Transient Guest Tax	\$0	\$0	\$0	\$0
American Rescue Plan (ARP)	-	-	-	-
Charges for Services	-	-	-	-
Investment Income	-	-	-	-
Other	-	-	-	-
Total All Other	\$0	\$0	\$0	\$0
Transfers In from Other Funds	\$0	\$0	\$0	\$555,000
Total Revenues	\$0	\$0	\$0	\$555,000
Expenditures				
Salary & Benefits	-	-	-	-
Retiree Health Insurance	-	-	-	-
Operating Expenses	-	-	-	-
Equipment	-	-	-	-
Operating Expenditures	\$0	\$0	\$0	\$0
Capital Improvements	-	-	-	555,000.00
Debt Service	-	-	-	-
Transfers Out for Capital Improvements	-	-	-	-
Total Expenditures	\$0	\$0	\$0	\$555,000
Excess Revenues Over (Under)				
Expenditures	\$0	\$0	\$0	\$0
Beginning Unassigned Fund Balance			\$0	-
Cancellation of Prior Year Encumbrances			-	-
Change in Other Fund Balance Components			-	-
Year-End Investment Market Value Adjustment			-	-
Ending Unassigned Fund Balance			-	-
Other Fund Balance Components				
Restricted - Current Year Encumbrances			-	
Restricted - Prior Year Encumbrances			-	
Restricted - Operating Reserve			-	
Total Ending Fund Balance			-	

Schedule 10
Full-Time Equivalent Employees

Department	FY 2022-23 Adopted Budget	FY 2023-24 Adopted Budget	FY 2024-25 Proposed Budget
Community Services	143.31	156.33	146.61
Community Development	37.40	37.40	38.15
Health and Animal Services	31.60	34.64	35.08
Parks, Recreation, and Tourism	74.31	84.29	73.38
Internal Service Fund	52.53	52.05	50.31
Finance and Administration	18.63	17.00	14.82
Human Resources	8.00	8.00	10.00
Law	1.40	1.40	0.24
Communications	3.00	3.40	2.00
Technical Services	21.50	22.25	23.25
Municipal Services	154.33	150.83	238.40
Municipal Services	22.20	24.33	7.45
Central Garage	9.30	9.30	9.44
Sanitary Sewer	74.78	71.90	70.78
Street Maintenance	27.05	27.05	26.85
Stormwater	21.00	18.25	21.45
Water	0.00	0.00	102.43
Policy and Leadership	17.50	18.75	19.25
Office of the City Manager	6.50	7.75	10.25
Offices of the Mayor and City Council	11.00	11.00	9.00
Public Safety	537.17	545.67	547.25
Fire	198.50	204.00	201.00
Municipal Court	14.34	14.34	14.62
Police	324.33	327.33	331.63
Utilities	274.15	276.15	180.30
Power and Light	175.58	178.45	180.30
Water	98.57	97.70	0.00
Total Full-Time Equivalent	1,178.99	1,199.78	1,182.12

Notes:

FY2023-24 and FY2024-25 includes positions that are included in the hiring "chill" but that may be filled with City Manager approval.

Increase in Municipal Services is due to the merging of the Water Department.

Schedule 10
Citywide Salary and Benefits Summary

	FY 2022-23 Actual Expenditures	FY 2023-24 Adopted Budget	FY 2023-24 Estimated Expenditures	FY 2024-25 Proposed Budget
Personnel Expenditures - Citywide				
Salary and Employee Pays	\$78,254,978	\$83,013,379	\$82,587,671	\$85,675,435
Health and Dental Insurance	12,677,682	15,810,158	14,060,714	15,269,986
LAGERS	16,555,462	19,172,642	18,483,334	20,483,737
Other Employee Benefits	6,399,736	6,713,280	6,957,689	6,612,325
Overtime	5,227,833	4,269,800	6,497,833	4,593,650
Retiree Insurance	6,184,588	5,966,940	6,538,500	7,223,437
Workers Compensation	4,516,991	4,465,900	4,326,500	3,918,000
Total	\$129,817,268	\$139,412,099	\$139,452,242	\$143,776,571
Personnel Expenditures - General Fund				
Salary and Employee Pays	\$37,419,488	\$35,315,123	\$39,166,409	\$35,285,783
Health and Dental Insurance	6,624,462	7,996,169	7,125,701	7,720,576
LAGERS	8,197,278	9,078,728	7,092,594	9,589,055
Other Employee Benefits	3,097,768	3,190,532	3,308,939	3,053,975
Overtime	1,779,559	1,716,150	2,586,800	1,984,800
Retiree Insurance	3,549,049	3,405,903	3,894,600	4,286,700
Workers Compensation	2,596,370	2,550,000	2,440,000	2,475,000
Total	\$63,263,975	\$63,252,606	\$65,615,043	\$64,395,889
Personnel Expenditures - All Other Funds				
Salary and Employee Pays	\$40,835,489	\$47,698,256	\$43,421,262	\$50,389,652
Health and Dental Insurance	6,053,220	7,813,989	6,935,013	7,549,410
LAGERS	8,358,184	10,093,913	11,390,740	10,894,682
Other Employee Benefits	3,301,967	3,522,747	3,648,750	3,558,350
Overtime	3,448,274	2,553,650	3,911,033	2,608,850
Retiree Insurance	2,635,538	2,561,037	2,643,900	2,936,737
Workers Compensation	1,920,621	1,915,900	1,886,500	1,443,000
Total	\$66,553,294	\$76,159,493	\$73,837,199	\$79,380,682

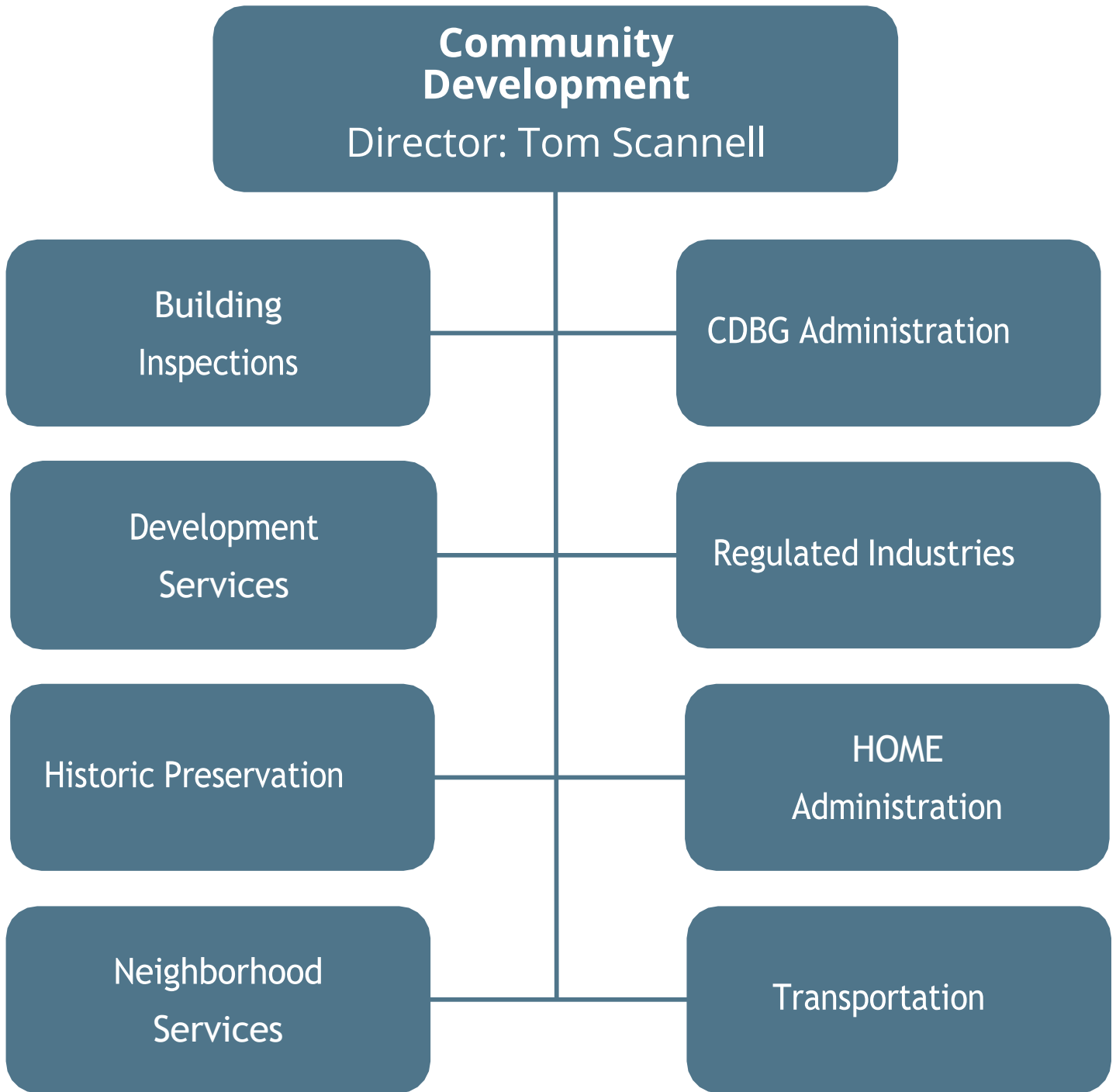
Notes:

FY 2022-23 reflects General Fund vacancy savings and movement of Finance and Administration out of the General Fund.

FY 2023-24 reflects General Fund vacancy savings (incl. hiring chill) and movement of Communications out of the General Fund.



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Community Development

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Department Programs				
Administration (0024401)	\$820,268	\$1,079,966	\$1,072,076	\$1,224,033
Neighborhood Services (0024411)	1,324,735	1,293,326	1,299,824	1,305,961
Development Services (0024412)	863,078	862,642	882,706	883,944
Transportation (0024414)	775,208	1,328,690	1,328,690	1,334,110
Historic Preservation (0024420)	34,672	120,030	122,641	131,028
Building Inspections (0024431)	795,931	940,035	968,637	982,305
Regulated Industries (0024460)	248,879	356,107	300,553	395,155
Grants (0154450,0154451)	305	1,510,774	1,597,147	835,000
CDB Grant (008)	823,520	850,703	982,011	845,000
HOME Grant (009)	326,480	542,266	523,323	2,181,405
Total	\$6,013,076	\$8,884,539	\$9,077,608	\$10,117,941
Department by Expenditure Category				
Salaries	\$2,058,412	\$2,146,527	\$2,207,300	\$2,240,920
Benefits	1,067,567	1,262,306	1,140,288	1,265,399
Retiree Health Insurance	119,688	117,000	142,000	155,000
Internal Services	558,998	796,221	796,221	939,350
Professional Services	1,468,465	3,970,702	4,199,899	4,927,322
Equipment	258,525	495,136	497,836	474,600
Other Operating Expenses	481,422	96,647	94,064	115,350
Total	\$6,013,076	\$8,884,539	\$9,077,608	\$10,117,941
Department by Fund				
General Fund (002)	\$4,862,771	\$5,980,795	\$5,975,126	\$6,256,536
Grant Fund (015)	305	1,510,774	1,597,147	835,000
CDB Grant (008)	823,520	850,703	982,011	845,000
HOME Grant (009)	326,480	542,266	523,323	2,181,405
Total	\$6,013,076	\$8,884,539	\$9,077,608	\$10,117,941
Full-Time Equivalent Employees				
General Fund (002)	35.70	35.80	35.80	36.05
Grant Fund (015)	0.00	0.00	0.00	0.00
CDB Grant (008)	1.35	1.30	1.30	1.55
HOME Grant (009)	0.35	0.30	0.30	0.55
Total	37.40	37.40	37.40	38.15

DEPARTMENT MISSION

The purpose of the Community Development Department is to enhance the quality of life in Independence by encouraging public involvement in the planning and creation of quality places in which to live, work, and play.

STRATEGIC PLAN CONNECTION

The Code Enforcement Division contributes to the City's strategic plan by improving customer service and communication with the public through our daily interactions. Code Enforcement is essential in combating blight through corridor sweeps, monitoring known blight areas, and by continuing to recognize and address code violations proactively.

The Development Services Division contributes to the City's strategic plan by updating necessary codes to help stabilize neighborhoods and help residents increase or maintain the value of their properties. In keeping with the Independence for All Strategic Plan, the division has ensured that land use policies provide residents with quality housing opportunities with safe and improved infrastructure. The Division has focused on Growth by supporting and guiding developers seeking to redevelop key corridors in the city with proactive planning and quality engineering. Through the short-term rental program and working with business owners, staff has worked to ensure quality guest facilities that attract visitors to our community. Finally, the division has worked to be Customer-Focused by developing positive working relationships with developers and landowners to improve communication and clarity by guiding applicants through the development process, assist them in navigating the City's codes, specifications, and permit process and provides interdepartmental communication with the applicant.

The Historic Preservation Division strives to provide excellent customer service via assistance from preservation staff in-person, on-site, online, and in prompt responses to email and phone requests for information. The Historic Preservation goals outlined in the Preservation Master Plan promotes growth and improves the quality of life for residents and business owners within our city's historic districts and throughout the historic built environment.

In trying to align with the City's strategic plan, the Building Inspections Division of Community Development has worked even further towards revamping and streamlining our online/electronic permitting efforts. We currently have all permitting available online and/or able to be electronically submitted. This have drastically improved our customer service capabilities. We also have the Vacant Structure program 100% up and running now (completing the Cityworks implementation was our last step), and the program is operating well.

The Regulated Industries Division contributes to the City's Strategic Plan goal to improve customer service by putting the right staff in place to provide our service and by updating applications and other documentation to be more clear and to improve the customer experience. The division also contributes to the increase economic prosperity of the community by removing or reducing as many barriers as possible between the business owner and the city services they need to succeed.

Community Development Administration

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
Program by Expenditure Category	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Salaries	\$151,035	\$174,684	\$205,700	\$255,288
Benefits	138,336	151,711	88,850	107,435
Retiree Health Insurance	119,688	117,000	142,000	155,000
Internal Services	400,096	624,971	624,971	688,610
Professional Services	4,088	-	2,000	-
Equipment	2,754	3,100	3,100	-
Other Operating Expenses	4,271	8,500	5,455	17,700
Total	\$820,268	\$1,079,966	\$1,072,076	\$1,224,033
Program by Fund				
General Fund (002-4401)	\$820,268	\$1,079,966	\$1,072,076	\$1,224,033
Total Full Time Equivalent Positions				
General Fund (002-4401)	1.55	1.50	1.50	2.00

PROGRAM MISSION

The mission of Community Development Administration is to lead and direct development policy for the City so that safe, livable and sustainable environments are created and maintained.

Community Development Neighborhood Services

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
Program by Expenditure Category	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Salary	\$617,798	\$640,371	\$639,000	\$612,850
Benefits	282,748	305,581	313,900	312,871
Retiree Health Insurance	-	-	-	-
Internal Services	64,186	69,374	69,374	105,640
Professional Services	281,982	250,000	250,000	250,000
Equipment	6,713	3,400	3,400	-
Other Operating Expenses	71,308	24,600	24,150	24,600
Total	\$1,324,735	\$1,293,326	\$1,299,824	\$1,305,961

Program by Fund

General Fund (002-4411)	\$1,324,735	\$1,293,326	\$1,299,824	\$1,305,961
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Total Full Time Equivalent Positions

General Fund (002-4411)	11.05	10.30	10.30	10.05
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MISSION

The Neighborhood Services Division strives for partnerships with citizens and businesses to promote and maintain a safe, healthy, and desirable living and working environment through the administration of the Property Maintenance, zoning, and right-of-way codes.

ACCOMPLISHMENTS

Completed Pitcher Neighborhood Improvement Initiative (neighborhood sweep).

Proactive Enforcement on Used Car uses in light of the recent UDO changes.

Assisted Tech Services in making modifications to CityWorks for better case management, which will improve large scale code enforcement initiatives and reporting.

Community Development Development Services

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
Program by Expenditure Category	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Salary	\$543,527	\$513,275	\$561,000	\$516,545
Benefits	230,096	269,761	241,500	271,449
Retiree Health Insurance	-	-	-	-
Internal Services	25,218	26,156	26,156	45,100
Professional Services	13,866	6,000	6,000	6,000
Equipment	22,928	26,450	26,450	19,850
Other Operating Expenses	27,443	21,000	21,600	25,000
Total	\$863,078	\$862,642	\$882,706	\$883,944
Program by Fund				
General Fund (002-4412)	\$863,078	\$862,642	\$882,706	\$883,944
Total Full Time Equivalent Positions				
General Fund (002-4412)	8.85	8.00	8.00	8.00

MISSION

The mission of the Development Services Division is to apply City standards, Ordinances, and the Comprehensive Plan to ensure an attractive, safe, and functionally built environment that maintains the vision, values, and priorities of the community.

ACCOMPLISHMENTS

Development Services completed updates to the UDO on Adult Businesses which updates operational provisions and requires a special use permit for new adult business projects.

UDO amendment updates also included Vehicle Sales, Repair, Gas Sales, and Car Washes to address concerns about these uses congregating along commercial corridors having potential impacts on land use conflicts and altering the character of those corridors.

Amendments to our Multi-Family UDO were also accomplished that provided clear and consistent specifications for those wishing to develop multi-unit, multiplex, and mixed-use residential projects. The amendment also included more consistent parking regulations for larger density developments. The process for Historical Conservation Overlays was streamlined to reduce redundancies for applicants seeking Conservation, Historic, or Historic Landmark Overlays.

Updates to our Donation Bin Code were made to clarify and better define enforcement and abatement actions for those not in compliance.

A UDO amendment for our Short-Term Loan services code to include consumer installment loan providers.

Several major development projects – the first phase of the Northpoint Industrial Development site, the Cargo Largo commercial building, and the housing development New Town at Harmony Phase 1A, 2, and 3 – completed infrastructure.

Community Development Transportation

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
Program by Expenditure Category	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Salary	\$0	\$0	\$0	\$0
Benefits	-	-	-	-
Retiree Health Insurance	-	-	-	-
Internal Services	6,358	7,490	7,490	11,610
Professional Services	771,475	1,313,000	1,313,000	1,313,000
Equipment	-	-	-	-
Other Operating Expenses	(2,625)	8,200	8,200	9,500
Total	\$775,208	\$1,328,690	\$1,328,690	\$1,334,110

Program by Fund

General Fund (002-4414)	\$775,208	\$1,328,690	\$1,328,690	\$1,334,110
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Total Full Time Equivalent Positions

General Fund (002-4414)	0.00	0.00	0.00	0.00
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MISSION

The purpose of the Transportation function is to provide a rider-focused transit system that provides access to employment, health, educational and social destinations through a fixed route system and paratransit program.

Community Development Historic Preservation

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
Program by Expenditure Category	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Salary	\$16,722	\$59,681	\$64,000	\$70,397
Benefits	11,335	49,308	47,600	47,741
Retiree Health Insurance	-	-	-	-
Internal Services	324	441	441	1,790
Professional Services	-	4,500	4,500	4,500
Equipment	1,438	1,100	1,100	-
Other Operating Expenses	4,853	5,000	5,000	6,600
Total	\$34,672	\$120,030	\$122,641	\$131,028

Program by Fund

General Fund (002-4420)	\$34,672	\$120,030	\$122,641	\$131,028
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Total Full Time Equivalent Positions

General Fund (002-4420)	0.25	1.00	1.00	1.00
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MISSION

The Historic Preservation Division assists in cultivating diverse and sustainable places by encouraging community-wide preservation of our irreplaceable, historic built and natural environments through proactive preservation planning, public engagement, and reinvestment in traditional building stock.

ACCOMPLISHMENTS

Continued public outreach/education with free architectural walking tours in September, October, and November 2023.

Hosted a series of in-person events celebrating National Historic Preservation Month, May 2024.

Updated/re-structured the preservation webpage as part of the city's new website launch.

Continued and expanded a social media presence to promote historic preservation city-wide.

Commenced a grant project to create construction documents for the Vaile Mansion.

Initiated a grant project to update the city's preservation design guidelines.

Community Development Building Inspections

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
Program by Expenditure Category	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Salary	\$468,555	\$446,421	\$498,000	\$465,254
Benefits	252,603	303,377	280,400	307,431
Retiree Health Insurance	-	-	-	-
Internal Services	44,414	45,937	45,937	62,320
Professional Services	-	128,800	128,800	128,800
Equipment	2,151	2,000	2,000	-
Other Operating Expenses	28,208	13,500	13,500	18,500
Total	\$795,931	\$940,035	\$968,637	\$982,305

Program by Fund

General Fund (002-4431)	\$795,931	\$940,035	\$968,637	\$982,305
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Total Full Time Equivalent Positions

General Fund (002-4431)	10.00	10.00	10.00	10.00
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MISSION

The Building Inspections Division enhances the quality of life in Independence by ensuring that buildings are constructed, utilized, and maintained in a manner that reduces the risk to public health, while ensuring the safety, welfare, and trust of citizens, business owners, and visitors in all elements of construction throughout the City.

ACCOMPLISHMENTS

Continued to utilize ARPA funds in the demolition of dangerous building resulting in more dangerous/blighted structures being demolished.

Continued enforcement of the Vacant Structure program. Staff has identified hundreds of vacant properties and are succeeding in registration efforts as well and in many cases these properties have been made viable again.

Building Inspection is finally at full staff, which is helping in our customer service efforts and aiding our citizens and contractors.

Community Development Regulated Industries

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
Program by Expenditure Category	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Salary	\$120,262	\$172,616	\$122,500	\$193,683
Benefits	93,945	126,638	96,200	145,792
Retiree Health Insurance	-	-	-	-
Internal Services	18,401	21,853	21,853	24,280
Professional Services	-	25,000	50,000	25,000
Equipment	2,430	3,600	3,600	-
Other Operating Expenses	13,840	6,400	6,400	6,400
Total	\$248,879	\$356,107	\$300,553	\$395,155

Program by Fund

General Fund (002-4460)	\$248,879	\$356,107	\$300,553	\$395,155
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Total Full Time Equivalent Positions

General Fund (002-4460)	4.00	5.00	5.00	5.00
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MISSION

The purpose of Regulated Industries is to issue licenses and permits to businesses and to inspect said businesses for compliance with City ordinances so that safe, healthy and livable environments are maintained.

ACCOMPLISHMENTS

Continual effort on enforcement of business license regulations with higher focus on follow through of enforcement process.

Implemented process with Utilities and Rental Ready Program to locate unlicensed landlords.

Executed plan with Neighborhood Services to review auto use locations and enforce recent ordinance changes.

Worked with Finance to update businesses and Cityworks mapping for Benefit District purposes to ensure all businesses are reporting correctly for state and city sales tax.

Community Development Grants

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
Program by Expenditure Category	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Salary	\$0	\$0	\$0	\$0
Benefits	-	3,833	-	-
Retiree Health Insurance	-	-	-	-
Internal Services	-	-	-	-
Professional Services	-	1,504,545	1,594,751	835,000
Equipment	-	-	-	-
Other Operating Expenses	305	2,397	2,397	-
Total	\$305	\$1,510,774	\$1,597,147	\$835,000
Program by Fund				
Grant Fund (015-4450, 4451)	\$305	\$1,510,774	\$1,597,147	\$835,000
Total Full Time Equivalent Positions				
Grant Fund (015-4450, 4451)	0.00	0.00	0.00	0.00

Community Development

Community Development Block Grant (CBDG)

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
Program by Expenditure Category	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Salary	\$108,515	\$97,611	\$93,800	\$95,004
Benefits	44,899	39,447	59,563	59,147
Retiree Health Insurance	-	-	-	-
Internal Services	-	-	-	-
Professional Services	337,008	708,595	820,586	685,799
Equipment	-	-	2,700	-
Other Operating Expenses	333,099	5,050	5,362	5,050
Total	\$823,520	\$850,703	\$982,011	\$845,000
Program by Fund				
Community Development Block Grant (008)	\$823,520	\$850,703	\$982,011	\$845,000
Total Full Time Equivalent Positions				
Community Development Block Grant (008)	1.30	1.35	1.35	1.30

MISSION

The mission of the Community Development Block Grant (CDBG) Program is to improve the quality of life of low- and moderate-income residents living in Independence by providing for the availability, affordability, and sustainability of suitable living environments, decent housing, and economic opportunities.

Community Development HOME Grant

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
Program by Expenditure Category	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Salary	\$31,997	\$41,868	\$23,300	\$31,899
Benefits	13,605	12,650	12,275	13,533
Retiree Health Insurance	-	-	-	-
Internal Services	-	-	-	-
Professional Services	60,047	30,262	30,262	1,679,223
Equipment	220,111	455,486	455,486	454,750
Other Operating Expenses	719	2,000	2,000	2,000
Total	\$326,480	\$542,266	\$523,323	\$2,181,405

Program by Fund

HOME Fund (009)	\$326,480	\$542,266	\$523,323	\$2,181,405
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Total Full Time Equivalent Positions

HOME Fund (009)	0.35	0.30	0.30	0.55
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MISSION

The purpose of the HOME Investment Partnerships Program is to improve the quality of life in Independence by addressing the unmet housing needs of very low, low, and moderate income persons.

Health and Animal Services

Director: Christina Heinen

Animal Services

Environmental
Services

Animal Shelter

Health Services

Health and Animal Services

Department Programs	FY 2022-23 Actual Expenditures	FY 2023-24 Adopted Budget	FY 2023-24 Estimated Expenditures	FY 2024-25 Proposed Budget
Animal Services				
Animal Services (4705,4520)	\$970,636	\$997,849	\$1,047,651	\$1,053,441
Animal Shelter (010)	679,131	886,000	649,750	933,324
Total	\$1,649,767	\$1,883,849	\$1,697,401	\$1,986,765
Health Department				
Environmental Services (005-4746)	365,571	516,747	559,914	480,758
Health Services (4745,4755)	907,460	1,779,047	1,192,531	836,555
Total	\$1,273,031	\$2,295,793	\$1,752,444	\$1,317,313
Department Total	\$2,922,798	\$4,179,642	\$3,449,845	\$3,304,078
Department by Expenditure Category				
Salaries	\$1,641,438	\$2,271,202	\$1,781,260	\$1,673,748
Benefits	608,588	750,731	742,230	708,352
Retiree Health Insurance	66,638	61,000	62,300	73,000
Internal Services	133,899	519,390	529,690	454,710
Professional Services	137,536	234,814	115,587	107,000
Equipment	22,974	17,156	75,416	6,885
Other Operating Expenses	310,898	325,350	143,363	280,383
Other Operating Expenses	827	0	0	0
Total	\$2,922,798	\$4,179,642	\$3,449,845	\$3,304,078
Department by Fund				
Property Tax Levy (005)	1,605,679	1,803,520	1,841,911	1,719,369
Animal Shelter Fund-Use Tax (010)	679,131	886,000	649,750	933,324
Health Services Grants (015)	637,988	1,490,122	958,183	651,385
Total	\$2,922,798	\$4,179,642	\$3,449,845	\$3,304,078
Full-Time Equivalent Employees				
Property Tax Levy (005)	12.90	10.38	10.38	11.00
Animal Shelter Fund-Use Tax (010)	14.00	14.28	14.28	12.63
Health Services Grants (015)	4.70	9.98	9.98	11.45
Total	31.60	34.64	34.64	35.08

DEPARTMENT MISSION

Our mission is to protect and promote health and safety and prevent disease and injury for the residents and visitors in our community through a variety of programs and services.

SIGNIFICANT OPERATIONAL CHANGES

Joined Spay/Neuter Collaborative to increase access to spay/neuter services in our community

Registered with Medicare, Medicaid, and VFC/VFA programs to improve vaccine access

Began sharing a staff member with Emergency Preparedness for coordination with MRC

Re-started the Social Services Summit to improve collaboration among Independence agencies

Began distribution of Narcan and condoms to combat opioid epidemic and increase in STIs

STRATEGIC PLAN CONNECTION

Engaged Community:

Communicate more effectively internally and externally. Continue to enhance the City's primary public information tools: City 7, website, newsletters, social media.

Improve Emergency Preparedness Programs.

Strengthen Community Services Networks.

Maintain Status as a No-Kill Animal Shelter.

Enhance the Mental Health Co-Responder and ARCH Programs.

A Financially-Sustainable Organization

Identify Permanent Facility Solution for Animal Shelter.

Identify and Capture Additional Funding to Stabilize the Health Department.

Health and Animal Services

Animal Services

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
Program by Expenditure Category	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Salaries	\$387,997	\$315,217	\$400,400	\$435,509
Benefits	195,456	148,240	222,800	232,860
Retiree Health Insurance	-	-	-	-
Internal Services	84,044	232,798	230,698	234,000
Professional Services	129,650	107,000	107,000	-
Equipment	-	6,885	6,885	6,885
Other Operating Expenses	173,490	187,710	79,868	144,187
Total	\$970,636	\$997,849	\$1,047,651	\$1,053,441
Program by Fund				
Health Property Tax Levy (005-4705)	\$970,636	\$997,849	\$1,047,651	\$1,053,441
Total Full Time Equivalent Positions	7.10	5.58	5.58	6.55

PROGRAM MISSION

Our mission is to protect the safety and welfare of people and animals in our community by promoting an environment of responsible pet ownership. Basic animal services, such as animal control, are provided through funding from the Health and Recreation levy and fees for services.

ACCOMPLISHMENTS

Staff responded to 4,807 animal control calls in 2023.

Health and Animal Services

Animal Shelter Use Tax

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
Program by Expenditure Category	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Salary	\$491,910	\$633,995	\$462,200	\$516,734
Benefits	179,707	249,950	184,200	224,867
Retiree Health Insurance	-	-	-	-
Internal Services	-	-	-	-
Professional Services	2,207	-	-	107,000
Equipment	960	-	-	-
Other Operating Expenses	4,347	2,055	3,350	84,723
Total	\$679,131	\$886,000	\$649,750	\$933,324
Program by Fund				
Animal Shelter Use Tax (010-4710)	\$679,131	\$886,000	\$649,750	\$933,324
Total Full Time Equivalent Positions	14.00	14.28	14.28	12.63

MISSION

Our mission is to protect the safety and welfare of people and animals in our community by promoting an environment of responsible pet ownership. This cost center provides for the operations of the regional animal shelter through funding from the Proposition P use tax.

ACCOMPLISHMENTS

Staff neutered/spayed 357 community cats as part of our TNR program.

Staff continued operation of the shelter as "no-kill" with a live release rate of 95.1%.

Staff increased Facebook followers from 8,823 to 10,240.

Health and Animal Services Environmental Services

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
Program by Expenditure Category	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Salary	\$234,167	\$276,317	\$306,300	\$273,667
Benefits	79,333	94,606	101,600	95,176
Retiree Health Insurance	-	-	-	-
Internal Services	24,855	136,074	148,474	108,540
Professional Services	-	-	-	-
Equipment	-	-	-	-
Other Operating Expenses	27,216	9,750	3,540	3,375
Total	\$234,167	\$276,317	\$306,300	\$273,667
Program by Fund				
Health Property Tax Levy (005-4746)	\$365,571	\$516,747	\$559,914	\$480,758
Grant Fund (015-4753)	-	-	-	-
Total	\$300,709	\$370,551	\$300,578	\$516,747
Total Full Time Equivalent Positions	4.30	3.80	3.80	4.45

MISSION

Our mission is to promote general health and well-being as well as foster healthy and safe communities. Our specialists strive to incorporate not just policies but practices to reduce hazardous environments in our community.

ACCOMPLISHMENTS

Staff conducted 1,088 health inspections of permitted establishments in our city, including restaurants, lodging, and childcare centers.

Health and Animal Services

Health Services

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
Program by Expenditure Category	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Salary	\$527,363	\$1,045,673	\$612,360	\$447,838
Benefits	154,092	257,936	233,630	155,449
Retiree Health Insurance	66,638	61,000	62,300	73,000
Internal Services	25,000	150,519	150,519	112,170
Professional Services	5,679	127,814	8,587	-
Equipment	22,014	10,271	68,531	-
Other Operating Expenses	105,846	125,835	56,605	48,098
Debt	827	-	-	-
Total	\$907,460	\$1,779,047	\$1,192,531	\$836,555

Program by Fund

Health Property Tax Levy (005-4745)	\$269,471	\$288,925	\$234,347	\$185,170
Grant Fund (015-4750, 4755)	637,988	1,490,122	958,183	651,385
Total	\$907,460	\$1,779,047	\$1,192,531	\$836,555

Total Full Time Equivalent Positions

Health Property Tax Levy (005-4745)	1.50	1.00	1.00	0.00
Grant Fund (015-4750, 4755)	4.70	9.98	9.98	11.45
Total	6.20	10.98	10.98	11.45

MISSION

Our mission is to protect the health, safety, and welfare of our community through the use of disease surveillance systems, community education, and maintaining partnerships in our community.

ACCOMPLISHMENTS

Staff administered over 130 COVID vaccine doses to the public at no charge.

Staff handled 1,364 non-COVID communicable disease cases.

ARCH released/cancelled 703 emergency units from incidents.

SIGNIFICANT BUDGET CHANGES

Continued to add grants to support Health operations.



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Parks, Recreation, and Tourism

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
Department Programs	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Parks Administration (0076071)	\$1,467,295	\$916,115	\$953,484	\$1,696,731
Parks & Grounds Maintenance (0076073)	492,250	-	-	-
Cemetery Maintenance (0076074)	174,546	286,793	193,894	218,026
George Owens Nature Park (0076078)	319,317	380,942	354,175	-
George Owens Nature Park (0126040)	-	-	-	94,430
Park Facilities Maint.& Sec. (0126041)	1,256,955	2,016,714	2,033,862	1,401,072
Truman Memorial Building (0126042)	412,065	490,100	429,935	-
Palmer Senior Adult Center (0126043)	383,718	517,655	488,812	510,006
Programs and Events (0126044)	73,187	188,056	95,597	1,163,743
Adventure Oasis Water Park (0126045)	978,296	1,137,206	1,039,780	496,192
Uptown Market (0126047)	117,798	158,172	107,534	35,365
Sermon Center (0126048)	552,057	644,526	533,008	205,455
Athletic Fields and Courts (0126046)	665,848	768,707	596,670	628,756
Parks & Grounds Maint - PST (0046049)	511,855	1,019,683	974,807	1,459,532
Tourism Marketing & Promotions (0046061)	396,685	1,027,817	1,036,293	635,740
Museum Operations (0046062)	533,812	551,209	424,300	750,301
Historic Sites (0046063)	462,685	498,910	764,523	562,514
Tourism Sales & Services (0046064)	181,384	265,329	445,478	116,971
Right of Way Maintenance (0026014)	212,419	231,407	232,219	204,310
Facilities Management (0026015)	-	1,247,586	1,313,769	1,354,488
Grants	97,776	82,434	100,534	26,728
Capital Projects	596,870	600,000	-	555,000
Debt Service	-	-	-	-
Transfer Out	-	-	-	-
Total	\$9,886,822	\$13,029,360	\$12,118,673	\$12,115,360

Department by Expenditure Category

Salaries	\$3,354,188	\$3,738,653	\$3,985,426	\$4,027,549
Benefits	1,446,832	2,092,287	1,817,194	1,907,347
Retiree Health Insurance	131,876	100,000	125,600	149,500
Internal Services	1,027,380	1,619,847	1,612,083	1,530,330
Professional Services	1,082,413	1,275,610	1,283,602	944,715
Equipment	263,243	1,037,732	575,978	227,000
Other Operating Expenses	1,984,019	2,565,231	2,718,790	2,773,918
Total - Operations & Maintenance	\$9,289,951	\$12,429,360	\$12,118,673	\$11,560,360
Capital Improvements	596,870	600,000	-	555,000
Transfer Out	-	-	-	-
Debt	-	-	-	-
Total - All Expenditures	\$9,886,822	\$13,029,360	\$12,118,673	\$12,115,360

Department by Fund

General Fund (002)	\$212,419	\$1,478,993	\$1,545,988	\$1,558,798
Parks Health & Rec Levy Fund (007)	2,494,812	1,583,850	1,501,553	1,914,757
Parks Improvement Sales Tax Fund (012)	5,491,502	7,140,818	6,300,004	5,994,551
Tourism Fund (004)	1,590,312	2,743,265	2,670,594	2,065,526
Grants Fund (015)	97,776	82,434	100,534	26,728
Parks Improvement Fund (059)	-	-	-	555,000
Total	\$9,886,822	\$13,029,360	\$12,118,673	\$12,115,360

Full-Time Equivalent Employees*

General Fund (002)	3.00	13.13	13.13	13.13
Parks Health & Rec Levy Fund (007)	14.40	9.24	9.24	7.00
Parks Improvement Sales Tax Fund (012)	40.16	43.26	43.26	48.85
Tourism Fund (004)	14.75	18.66	18.66	4.40
Grants Fund (015)	0.00	0.00	0.00	0.00
Total	72.31	84.29	84.29	73.38

DEPARTMENT MISSION

The mission of Parks, Recreation and Tourism is to provide quality leisure, recreational, and educational opportunities for visitors to and residents of Independence.

SIGNIFICANT OPERATIONAL CHANGES

Shifting focus of recreation programming from location-based to category-based: Adult Programs, Youth Programs, Family Programs, Arts & Culture, and Special Events.

Focus on streamlining organization in anticipation of the passage of the GO Bond and construction of a new community center.

Streamlining schedule of fees.

Centralizing citywide facilities oversight from Municipal Services to PRT.

Centralizing citywide grounds maintenance and mowing oversight from individual departments to PRT.

Shifting the cost of Park Patrol to the Police Department.

Transferring all staff out of Fund 004 (except Communications) in anticipation of Tourism being split from PRT.

Reduction in force of 8.7 positions (10.3% of staff) from the FY25 budget.

ACTION PLAN CONNECTION

An Engaged Community

Partnered with ISD, Truman Library, NPS Truman Visitor Center, CSL, and Noland RD CID on initiatives to improve the community

An Innovative Economy

Long-term strategy to add attractions for increased tourism; 2024 Visitor Guide; Wayfinding Signage project; Tourism Study

A Safe, Welcoming Community

Homeless feeding permits in parks; The Neck monument project; Juneteenth event

A Well-Planned City

Community Center & Recreation Services Study; Truman Depot RFP; centralized trash, mowing services and custodial contracts; completed Vaile, Bingham & MO Model RR Museum facility repairs; completed AO operations analysis; Cable Dahmer Arena upgrades

A Financially Sustainable Organization

Ongoing review of operations to reduce costs, increase revenue and downsize properties

A High Performance Organization

Recreation Programming and Staffing Improvements

Parks, Recreation, and Tourism Administration

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Program by Expenditure Category				
Salaries	\$340,956	\$198,494	\$198,600	\$391,164
Benefits	293,726	230,861	230,900	360,707
Retiree Health Insurance	104,556	70,000	94,000	115,000
Internal Services	619,000	332,000	332,000	754,180
Professional Services	29,094	32,000	30,000	32,000
Equipment	9,992	-	1,825	-
Other Operating Expenses	69,971	52,760	66,159	43,680
Total	\$1,467,295	\$916,115	\$953,484	\$1,696,731
Program by Fund				
Parks Levy Fund (007-6071)	\$1,467,295	\$916,115	\$953,484	\$1,696,731
Total Full Time Equivalent Positions	4.00	2.84	2.84	5.00

MISSION

Administration oversees the various divisions within the department to promote the City as a quality place to visit and reside by providing quality historic sites, parks, recreation facilities, tour packages, and various types of programs and events.

ACCOMPLISHMENTS

Began Community Center & Recreation Services Study to streamline services with anticipation of the potential GO Bond and a possible new community center. Assessment expected completion date is September 2024.

Began Tourism Wayfinding Signage Plan

Updated contracts with partner groups and organizations

Amended City Code to enable Police to remove homeless individuals from Park Property

Collaborated with Health & Animal Services Dept and Technology Services to create a permit to regulate free food distribution on park property

Oversight of Cable Dahmer Arena projects to include emergency compressor repairs, storm water repairs, new seating, electronic signage, sound system & suite access controls

Implemented new Procurement Policy for the Events Center CID

SIGNIFICANT BUDGET CHANGES

Internal Services charges are split between 0076071 & 0126041 in order to balance funds

Parks, Recreation, and Tourism

Park Maintenance Administration

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Program by Expenditure Category				
Salary	\$249,711	\$0	\$0	\$0
Benefits	91,322	-	-	-
Retiree Health Insurance	-	-	-	-
Internal Services	85,376	-	-	-
Professional Services	7,490	-	-	-
Equipment	-	-	-	-
Other Operating Expenses	58,351	-	-	-
Total	\$492,250	\$0	\$0	\$0
Program by Fund				
Parks Levy Fund (007-6072)	\$492,250	\$0	\$0	\$0
Total Full Time Equivalent Positions	5.00	0.00	0.00	0.00

MISSION

The Turf and Facilities Division is responsible for daily park maintenance operations including the cleaning and maintenance of picnic shelters and park restroom facilities, athletic fields and landscape bed maintenance, snow removal, and mowing and trimming in all City parks and recreation facilities.

SIGNIFICANT BUDGET CHANGES

Consolidated with Parks & Grounds Maintenance (6049) in FY 2024-25.

Parks, Recreation, and Tourism

Cemetery Maintenance

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
Program by Expenditure Category	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Salary	\$88,552	\$93,724	\$89,200	\$87,189
Benefits	49,556	59,259	50,300	49,187
Retiree Health Insurance	-	-	-	-
Internal Services	10,422	6,100	5,000	13,000
Professional Services	-	500	250	500
Equipment	-	105,000	26,850	40,000
Other Operating Expenses	26,015	22,210	22,294	28,150
Total	\$174,546	\$286,793	\$193,894	\$218,026
Program by Fund				
Parks Levy Fund (007-6074)	\$174,546	\$286,793	\$193,894	\$218,026
Total Full Time Equivalent Positions	2.00	2.00	2.00	2.00

MISSION

The Cemetery Maintenance Division is responsible for daily maintenance operations at Woodlawn Cemetery, including: routine turf and landscape maintenance, coordinating final arrangement needs and internments, and providing accurate facility records for public viewing.

ACCOMPLISHMENTS

Coordinated with Municipal Services to overlay 75% of streets in Woodlawn Cemetery
Purchased new trailer for Cemetery operations
Increased community participation in the national Wreaths Across America Event
Installed new curbs around cemetery office with assistance from Municipal Services

SIGNIFICANT BUDGET CHANGES

No significant budget changes

Parks, Recreation, and Tourism

George Owens Nature Park

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
Program by Expenditure Category	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Salary	\$177,139	\$188,158	\$191,200	\$0
Benefits	57,660	95,527	82,700	-
Retiree Health Insurance	-	-	-	-
Internal Services	8,184	1,200	1,250	-
Professional Services	8,780	13,100	11,000	-
Equipment	1,044	26,607	1,607	-
Other Operating Expenses	66,510	56,350	66,418	-
Total	\$319,317	\$380,942	\$354,175	\$0
Program by Fund				
Parks Levy Fund (007-6075)	\$319,317	\$380,942	\$354,175	\$0
Total Full Time Equivalent Positions	3.40	4.40	4.40	0.00

MISSION

George Owens Nature Park strives to promote, educate and encourage a love and curiosity of nature with all individuals, families, and organizations by creating a welcoming and safe environment to explore nature. This will be accomplished through a variety of group and self-learning exploration activities throughout the park and the City of Independence community to support our natural environment for future generations.

ACCOMPLISHMENTS

- Fishing dock repaired and installed in a new location on Lake Lorraine
- Completed interior improvements to Lodge and updated taxidermy displays
- Created new trail heads for Butterfly and Wapiti Trails and widened portions of PawPaw Trail for more efficient maintenance
- Coordinated with Boy Scouts and Eagle Scouts to complete 7 projects (636 volunteer hours) to clear invasive growth in preparation for prescribed burn in winter 2024/2025
- Awarded MO Dept of Conservation grant to remove 2 acres of invasive Honeysuckle and stabilize lake areas
- Created and implemented new Fur Trader booth at Main Street 1849 with card game, native mammal furs and history of MO mammal

SIGNIFICANT BUDGET CHANGES

- Transferring 4.4 FTE to 0126044 and 0126049 in Park Improvement Sales Tax Fund
- Transferring expenditures to 0126040 and 0126044 in Park Improvement Sales Tax Fund

Parks, Recreation, and Tourism

George Owens Nature Park

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
Program by Expenditure Category	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Salary	\$0	\$0	\$0	\$0
Benefits	-	-	-	-
Retiree Health Insurance	-	-	-	-
Internal Services	-	-	-	12,550
Professional Services	-	-	-	-
Equipment	-	-	-	25,000
Other Operating Expenses	-	-	-	56,880
Total	\$0	\$0	\$0	\$94,430
Program by Fund				
Parks Levy Fund (007-6075)	\$0	\$0	\$0	\$94,430
Total Full Time Equivalent Positions	0.00	0.00	0.00	0.00

MISSION

George Owens Nature Park strives to promote, educate and encourage a love and curiosity of nature with all individuals, families, and organizations by creating a welcoming and safe environment to explore nature. This will be accomplished through a variety of group and self-learning exploration activities throughout the park and the City of Independence community to support our natural environment for future generations.

ACCOMPLISHMENTS

Increased number of programs and events at George Owens

SIGNIFICANT BUDGET CHANGES

Transferring expenditures from Parks Levy Fund to Park Improvement Sales Tax Fund for facility costs

Restructuring Recreation Division to emphasize programming rather than facilities and merging majority of Recreation Division staff into one org in anticipation of a new community center

Transferring Recreation Division staff to org 0126044

Transferring expenditures from Parks Levy Fund to Park Improvement Sales Tax Fund for facility costs

Parks, Recreation, and Tourism

Park Facilities Maintenance & Security

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
Program by Expenditure Category	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Salary	\$465,316	\$322,359	\$407,926	\$442,333
Benefits	189,130	185,930	165,500	195,204
Retiree Health Insurance	13,370	15,000	16,600	18,000
Internal Services	103,261	854,045	842,045	251,820
Professional Services	32,265	82,735	70,000	15,000
Equipment	151,623	255,485	220,054	47,500
Other Operating Expenses	301,990	301,160	311,736	431,215
Total	\$1,256,955	\$2,016,714	\$2,033,862	\$1,401,072

Program by Fund

Parks Improvement Sales Tax (012-6041)	\$1,256,955	\$2,016,714	\$2,033,862	\$1,401,072
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Total Full Time Equivalent Positions

7.00	5.00	5.00	7.00
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MISSION

This division oversees and manages park revitalization, maintenance, and capital improvement projects planned for the City's park system made possible through the Parks Improvement Sales Tax.

ACCOMPLISHMENTS

- Created tiered Parks, Facilities, and Grounds Supervisor positions to provide opportunities for advancement
- Executed lease of Chrysler Stadium with Independence School District
- Installed new computers at both splashpads to monitor chemicals and shut off water if necessary
- Formed and poured concrete disc golf tee pads in cooperation with ISD at Pioneer Ridge Middle School
- Replaced fence at Rotary Park

SIGNIFICANT BUDGET CHANGES

- Removing Park Patrol funding
- Shifting 2.0 FTE from Tourism Fund into 0126041
- Adding 2.0 FTE Seasonal Maintenance Workers

Parks, Recreation, and Tourism

Truman Memorial Building

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
Program by Expenditure Category	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Salary	\$200,522	\$186,043	\$208,200	\$0
Benefits	41,513	48,300	53,800	-
Retiree Health Insurance	-	-	-	-
Internal Services	-	-	-	-
Professional Services	12,349	16,600	13,560	-
Equipment	-	96,607	1,892	-
Other Operating Expenses	157,681	142,550	152,483	-
Total	\$412,065	\$490,100	\$429,935	\$0

Program by Fund

Parks Improvement Sales Tax (012-6042)	\$412,065	\$490,100	\$429,935	\$0
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Total Full Time Equivalent Positions	3.90	3.40	3.40	0.00
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MISSION

The mission of this division is to provide ongoing operation of the City's historic Truman Memorial Building, which serves as a community asset capable of hosting a variety of different functions.

ACCOMPLISHMENTS

- Relocated the National Frontier Trails Museum to the ground floor of the Truman Memorial Building
- Displayed veterans exhibits throughout the facility to open Veterans Hall for rental space and meetings
- Increased regular business hours of the museum and facility
- Updated lighting fixtures to LED throughout the building

SIGNIFICANT BUDGET CHANGES

- Transferring Truman Memorial Building facility expenses to Tourism Fund
- Restructuring Recreation Division to emphasize programming rather than facilities and merging majority of Recreation Division staff into one org in anticipation of a new community center
- Transferring Recreation Division staff to org 0126044
- Transferring Truman Memorial Building facility expenses to Tourism Fund

Parks, Recreation, and Tourism

Palmer Senior Adult Center

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
Program by Expenditure Category	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Salary	\$184,748	\$221,558	\$231,000	\$235,055
Benefits	47,648	83,227	75,100	95,921
Retiree Health Insurance	-	-	-	-
Internal Services	-	-	500	3,400
Professional Services	18,716	28,200	22,000	28,200
Equipment	2,998	29,000	14,000	-
Other Operating Expenses	129,608	155,670	146,212	147,430
Total	\$383,718	\$517,655	\$488,812	\$510,006

Program by Fund

Parks Improvement Sales Tax (012-6043)	\$383,718	\$517,655	\$488,812	\$510,006
Total Full Time Equivalent Positions	3.56	5.56	5.56	5.55

MISSION

The Palmer Center encourages the well-being of older adults in Independence by providing diverse senior adult programs and services including a daily meal program, fitness opportunities, education classes, recreational programs, and a wide variety of social needs.

ACCOMPLISHMENTS

Palmer Center retained status as a Gold Level Senior Center which is the highest level from MARC
 MARC grant funding was awarded to purchase a new serving line, additional freezer, and new dining room tables and chairs
 Annual Scamboree program to inform seniors about fraud and scam prevention is used by MARC as a model for other regional senior center
 Palmer Center Enhancement Funds used to add additional safety padding to both ends of the gymnasium
 Senior trip program resumed following COVID hiatus

SIGNIFICANT BUDGET CHANGES

No significant budget changes

Parks, Recreation, and Tourism

Programs and Events

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
Program by Expenditure Category	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Salary	\$19,805	\$15,801	\$9,500	\$705,420
Benefits	2,926	1,255	700	267,278
Retiree Health Insurance	-	-	-	-
Internal Services	4,601	-	-	-
Professional Services	25,530	150,000	66,740	85,550
Equipment	-	-	-	-
Other Operating Expenses	20,325	21,000	18,657	105,495
Total	\$73,187	\$188,056	\$95,597	\$1,163,743

Program by Fund

Parks Improvement Sales Tax (012-6044)	\$73,187	\$188,056	\$95,597	\$1,163,743
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Total Full Time Equivalent Positions	0.75	0.55	0.55	13.70
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MISSION

The mission of Family Programs and Events is to develop programs, special events and activities throughout the Park system, public grounds and through community partnerships that help all individuals and families create positive memories; giving special attention to the development of youth and family programs, outdoor programs and special events.

ACCOMPLISHMENTS

Initiated Community Center and Recreation Services Study
 Partnered with City of Sugar Creek, Boy Scouts, Health & Animal Service Dept & television station KCWE for first Sky-High Kite Festival

SIGNIFICANT BUDGET CHANGES

Restructuring Recreation Division to emphasize programming rather than facilities and merging majority of Recreation Division staff into one org in anticipation of a new community center
 Reduction in Force of 4.7 FTE
 Adding 1.3 FTE Seasonal Recreation Workers

Parks, Recreation, and Tourism

Adventure Oasis Water Park

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
Program by Expenditure Category	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Salary	\$89,295	\$112,303	\$89,400	\$16,000
Benefits	32,535	40,503	40,787	4,792
Retiree Health Insurance	-	-	-	-
Internal Services	-	-	-	-
Professional Services	630,761	690,000	620,450	355,565
Equipment	-	105,000	28,066	-
Other Operating Expenses	225,705	189,400	261,077	119,835
Total	\$89,295	\$112,303	\$89,400	\$16,000

Program by Fund

Parks Improvement Sales Tax (012-6045)	\$978,296	\$1,137,206	\$1,039,780	\$496,192
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Total Full Time Equivalent Positions	1.00	1.00	1.00	0.00
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MISSION

This division serves to provide ongoing management, support, and supervision of the Adventure Oasis Water Park, spray grounds, and development of aquatics-oriented programs, activities, and events.

ACCOMPLISHMENTS

- Painted the slides and large bucket in kiddie pool area
- Presented cost analysis to Park Commission and Finance and Audit Committee
- Installed air conditioning in lifeguard breakroom

SIGNIFICANT BUDGET CHANGES

- Opening the waterpark in summer 2024 to non-residents in an effort to decrease losses
- Only budgeting for the 2024 summer season
- Restructured Recreation Division to emphasize programming rather than facilities and merged majority of Recreation Division staff into one org in anticipation of a new community center
- Transferring Recreation Division staff to org 0126044

Parks, Recreation, and Tourism

Athletic Fields and Courts

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
Program by Expenditure Category	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Salary	\$322,153	\$312,639	\$282,000	\$252,063
Benefits	138,206	161,961	114,000	108,973
Retiree Health Insurance	-	-	-	-
Internal Services	27,509	10,000	9,000	26,900
Professional Services	28,282	38,500	32,000	-
Equipment	-	38,387	23,334	25,000
Other Operating Expenses	149,698	207,220	136,336	215,820
Total	\$665,848	\$768,707	\$596,670	\$628,756

Program by Fund

Parks Improvement Sales Tax (012-6046)	\$665,848	\$768,707	\$596,670	\$628,756
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Total Full Time Equivalent Positions	7.00	7.00	7.00	5.00
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MISSION

The mission of Sports Administration is to support and fund year-round sports programs for Independence residents of all ages and abilities at multiple indoor and outdoor facilities.

ACCOMPLISHMENTS

Replaced ballasts and lights at Athletic Complex
Installed new windscreens at the Blackburn pickleball courts

SIGNIFICANT BUDGET CHANGES

Reduction in Force of 2.0 FTE

Parks, Recreation, and Tourism Uptown Market

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
Program by Expenditure Category	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Salary	\$53,796	\$62,154	\$49,000	\$0
Benefits	18,542	23,893	15,500	-
Retiree Health Insurance	-	-	-	-
Internal Services	2,300	-	-	-
Professional Services	2,037	7,375	5,000	-
Equipment	-	8,000	-	-
Other Operating Expenses	41,122	56,750	38,034	35,365
Total	\$117,798	\$158,172	\$107,534	\$35,365
Program by Fund				
Parks Improvement Sales Tax (012-6047)	\$117,798	\$158,172	\$107,534	\$35,365
Total Full Time Equivalent Positions	1.25	1.25	1.25	0.00

MISSION

The mission of the Independence Uptown Market is to provide a modern, unique, and versatile addition to the list of community assets capable of hosting a variety of different functions including Farmers and Crafters Markets, special events, recreation and fitness programs, and private group rentals.

ACCOMPLISHMENTS

49 Farmers Market events were held and the market received the Best Farmers Market in Eastern Jackson County award for the fifth year in a row

SIGNIFICANT BUDGET CHANGES

Restructuring Recreation Division to emphasize programming rather than facilities and merging majority of Recreation Division staff into one org in anticipation of a new community center
Transferring Recreation Division staff to org 0126044

Parks, Recreation, and Tourism

Sermon Center

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
Program by Expenditure Category	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Salary	\$183,628	\$207,276	\$207,700	\$0
Benefits	64,323	97,328	59,500	-
Retiree Health Insurance	-	-	-	-
Internal Services	2,300	-	-	-
Professional Services	38,235	38,100	30,024	-
Equipment	4,934	86,607	4,782	-
Other Operating Expenses	258,638	215,215	231,002	205,455
Total	\$552,057	\$644,526	\$533,008	\$205,455

Program by Fund

Parks Improvement Sales Tax (012-6048)	\$552,057	\$644,526	\$533,008	\$205,455
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Total Full Time Equivalent Positions	5.70	5.50	5.50	0.00
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MISSION

The mission of the Roger T. Sermon Community Center is to provide an affordable rental option for a variety of services including health and physical fitness opportunities, weddings, birthday parties, and business meetings, and advance cultural arts through community theatre performances.

ACCOMPLISHMENTS

Following COVID hiatus, resumed the Toddler Town program
Initiated Community Center and Recreation Services Study

SIGNIFICANT BUDGET CHANGES

Restructuring Recreation Division to emphasize programming rather than facilities and merging majority of Recreation Division staff into one org in anticipation of a new community center
Transferring Recreation Division staff to org 0126044

Parks, Recreation, and Tourism

Parks & Grounds Maintenance

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
Program by Expenditure Category	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Salary	\$352,621	\$586,226	\$621,700	\$905,258
Benefits	149,145	313,679	279,900	403,824
Retiree Health Insurance	-	-	-	-
Internal Services	-	37,000	37,000	88,600
Professional Services	-	25,000	-	-
Equipment	-	1,378	1,406	-
Other Operating Expenses	10,089	56,400	34,801	61,850
Total	\$511,855	\$1,019,683	\$974,807	\$1,459,532
Program by Fund				
Parks Improvement Sales Tax (012-6049)	\$511,855	\$1,019,683	\$974,807	\$1,459,532
Total Full Time Equivalent Positions	10.00	14.00	14.00	17.60

MISSION

The mission of Parks and Grounds Maintenance - PST is to mow, maintain and landscape City-owned property, including snow removal, as funded by the Park Improvement Sales Tax.

ACCOMPLISHMENTS

Removed 142 truck loads of brush from the parks and trails (Honeysuckle, Bradford Pear, Bamboo)
Purchased new high loader to use in trash pickup, homeless camp cleanups, and landscape work
Removed 35 homeless camps on park property (through March 2024)

SIGNIFICANT BUDGET CHANGES

Shifting 1.0 FTE from George Owens (0076078) in Parks Levy Fund and 3.6 FTE from Historic Sites (0046063) in the Tourism fund
Reduction in force of 1.0 FTE as part of transfer from Tourism Fund to Parks Sales Tax
Park Maintenance staff will mow fire stations this spring

Parks, Recreation, and Tourism

Tourism Marketing & Promotions

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
Program by Expenditure Category	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Salary	\$13,844	\$317,251	\$240,100	\$0
Benefits	-	164,523	140,100	13,000
Retiree Health Insurance	13,950	15,000	15,000	16,500
Internal Services	117,300	282,243	282,243	264,000
Professional Services	37,089	6,000	70,000	125,000
Equipment	-	-	-	-
Other Operating Expenses	214,502	242,800	288,850	217,240
Total	\$396,685	\$1,027,817	\$1,036,293	\$635,740
Program by Fund				
Tourism (004-6061)	\$396,685	\$1,027,817	\$1,036,293	\$635,740
Total Full Time Equivalent Positions	1.00	4.66	4.66	0.00

MISSION

Tourism Administration oversees administrative, marketing, and historic preservation activities associated with the Tourism Division of the department.

ACCOMPLISHMENTS

City Manager's Office initiated a study to determine the future of Tourism

Tourism Development Fund provided \$100,000 to the Independence Square Association to expand event offerings which promote Tourism in the City

Completed Economic Impact Study to determine the impact of the KC Royals moving away from the Truman Sports Complex

Began Wayfinding Signage Project as recommended in the 2024 Tourism and Museum Master Plan

Developed and distributed the 2024 Independence Visitor Guide

Marketed the City in various mediums including print ads in Missouri Life, the 2024 MO Travel Guide, the Royals Yearbook as well as online advertising and promotion on the City's website and multiple social media platforms

Sponsored the Mavericks and Comets promoting the City of Independence at games

Partnered with MO Model Railroad Museum to add a new attraction to draw tourists

Worked with the National Park Service on the design for the new Harry S Truman Visitors Center

Parks, Recreation, and Tourism Museum Operations

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
Program by Expenditure Category	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Salary	\$166,599	\$16,919	\$172,200	\$455,230
Benefits	94,002	197,830	81,823	107,421
Retiree Health Insurance	-	-	-	-
Internal Services	-	-	-	-
Professional Services	201,247	76,500	54,200	151,500
Equipment	-	131,500	-	-
Other Operating Expenses	71,965	128,460	116,077	36,150
Total	\$533,812	\$551,209	\$424,300	\$750,301
Program by Fund				
Tourism (004-6062)	\$533,812	\$551,209	\$424,300	\$750,301
Total Full Time Equivalent Positions	6.40	6.40	6.40	3.40

MISSION

The mission of the National Frontier Trails Museum is to serve both the local community and visitors to Independence by operating a historic museum featuring the westward expansion of the United States and the role Independence played in that development.

ACCOMPLISHMENTS

Relocated the Museum to the lower level of the Truman Memorial Building
Secured humidity- and temperature-controlled storage for covered wagons and wall murals during museum relocation

SIGNIFICANT BUDGET CHANGES

No significant budget changes

Parks, Recreation, and Tourism

Historic Sites

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
Program by Expenditure Category	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Salary	\$222,356	\$210,049	\$298,100	\$5,000
Benefits	103,120	85,274	136,000	599
Retiree Health Insurance	-	-	-	-
Internal Services	236	1,000	2,000	-
Professional Services	9,287	16,000	12,000	100,000
Equipment	18,291	71,387	169,636	80,000
Other Operating Expenses	109,394	115,200	146,787	376,915
Total	\$462,685	\$498,910	\$764,523	\$562,514
Program by Fund				
Tourism (004-6063)	\$462,685	\$498,910	\$764,523	\$562,514
Total Full Time Equivalent Positions	5.35	4.60	4.60	0.00

MISSION

The Historic Sites Maintenance division is responsible for daily maintenance operations, including mowing and trimming, landscape bed care, snow removal, litter and debris removal, holiday decorating, and basic repairs for all City-owned historic properties.

ACCOMPLISHMENTS

- Replaced roof on the Stable at the Bingham Waggoner Estate
- Executed updated use agreement with the Vaile Victorian Society
- Began repairs to the South Side Porch of the Vaile Mansion
- Issued Request for Proposal for the Truman Depot to repurpose the facility after renovations are complete
- Completed interior and exterior renovations to former NFTM facility
- Executed long-term lease with MO Model Railroad Museum to bring a new tourism attraction to the City
- Demolished Mill Office as it was deemed a dangerous building
- Replaced roof on the Stable at the Bingham Waggoner Estate
- Executed updated use agreement with the Vaile Victorian Society

SIGNIFICANT BUDGET CHANGES

- Shifting Truman Memorial Building's operational costs to the Tourism Fund
- Shifting maintenance staff back to Parks and will charge Tourism for services performed at Historic sites

Parks, Recreation, and Tourism

Tourism Sales & Services

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
Program by Expenditure Category	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Salary	\$118,181	\$155,696	\$156,100	\$58,616
Benefits	43,264	83,273	85,800	41,180
Retiree Health Insurance	-	-	-	-
Internal Services	-	-	-	-
Professional Services	-	3,000	195,000	-
Equipment	-	-	-	-
Other Operating Expenses	19,939	23,360	8,578	17,175
Total	\$181,384	\$265,329	\$445,478	\$116,971
Program by Fund				
Tourism (004-6064)	\$181,384	\$265,329	\$445,478	\$116,971
Total Full Time Equivalent Positions	2.00	3.00	3.00	1.00

MISSION

Visitor Services and Promotions is responsible for directly and indirectly soliciting, securing, and supporting group tours, events, conferences, etc. and maintaining relationships with the Hotel and Lodging Alliance and historic site friends groups.

ACCOMPLISHMENTS

- Sponsored two 'Hearts' in the KC Parade of Hearts to increase visitors to Independence
- Collected information about partnerships' activities and attendance at Historic Sites and attractions
- Distributed over 4,000 promotional items
- Sales and Services Staff attended several promotion, marketing and sales events
- Supported the Hotel & Lodging Alliance by attending meetings
- Attended City Owned Attractions/Historic Sites Board meetings

SIGNIFICANT BUDGET CHANGES

No significant budget changes

Parks, Recreation, and Tourism

Right of Way Maintenance

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
Program by Expenditure Category	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Salary	\$96,934	\$97,202	\$123,800	\$90,823
Benefits	30,214	53,439	31,500	35,852
Retiree Health Insurance	-	-	-	-
Internal Services	46,891	32,000	29,900	30,000
Professional Services	1,250	1,700	1,000	1,000
Equipment	-	8,500	8,647	9,500
Other Operating Expenses	37,131	38,566	37,372	37,135
Total	\$212,419	\$231,407	\$232,219	\$204,310
Program by Fund				
General Fund (002-6014)	\$212,419	\$231,407	\$232,219	\$204,310
Total Full Time Equivalent Positions	3.00	3.00	3.00	3.00

MISSION

The mission of Right-of-Way Maintenance is to provide landscaping and grounds maintenance for City-owned property and City-maintained right-of-way.

ACCOMPLISHMENTS

Cleared brush and debris from railroad easement and the I-70 & Noland Road corridor to reduce homeless activity
Cleared 56 loads of brush and trash from City-owned lots

SIGNIFICANT BUDGET CHANGES

No significant budget changes

Parks, Recreation, and Tourism

Facilities Management

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
Program by Expenditure Category	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Salary	\$0	\$434,801	\$405,200	\$373,398
Benefits	-	166,225	173,284	223,410
Retiree Health Insurance	-	-	-	-
Internal Services	-	64,260	71,145	85,880
Professional Services	-	50,300	50,378	50,400
Equipment	-	2,000	1,605	-
Other Operating Expenses	-	530,000	612,157	621,400
Total	\$0	\$1,247,586	\$1,313,769	\$1,354,488
Program by Fund				
General Fund (002-6015)	\$0	\$1,247,586	\$1,313,769	\$1,354,488
Total Full Time Equivalent Positions	0.00	10.13	10.13	10.13

MISSION

Facilities Maintenance provides routine maintenance of City buildings to ensure a clean, secure and welcoming environment for employees and visitors.

ACCOMPLISHMENTS

Implemented citywide contracts for custodial services, mowing and landscaping services and trash removal
 Citywide fire extinguisher inspections and backflow testing performed by City staff reducing overall expenses
 Inventoried Facilities Maintenance Furniture, Fixtures and Equipment at new city facility
 Relocated Facilities Maintenance to new city facility

SIGNIFICANT BUDGET CHANGES

No significant budget changes

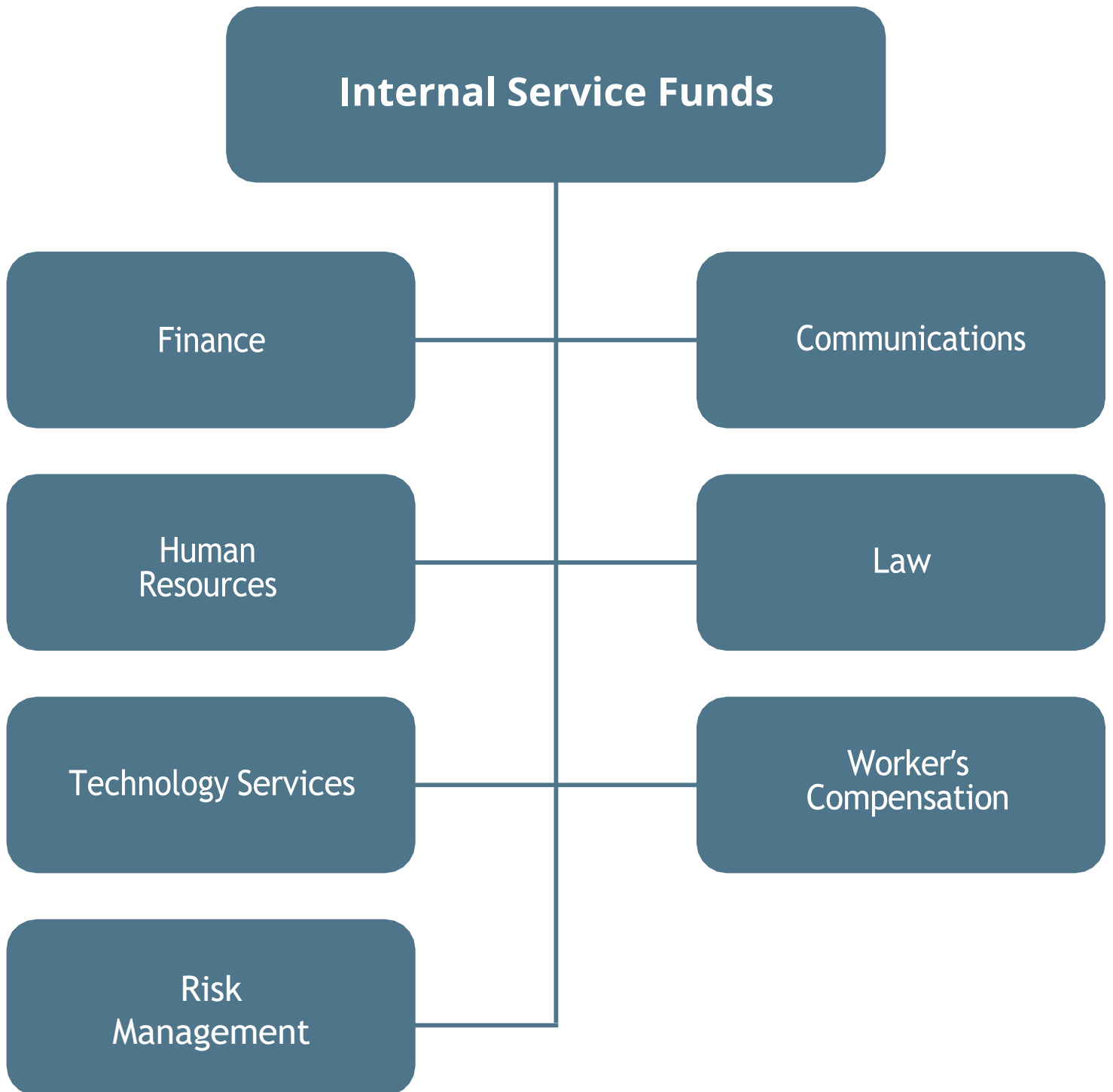
Parks, Recreation, and Tourism Grants

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
Program by Expenditure Category	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Salary	\$8,030	\$0	\$4,500	\$10,000
Benefits	-	-	-	-
Retiree Health Insurance	-	-	-	-
Internal Services	-	-	-	-
Professional Services	-	-	-	-
Equipment	74,361	72,274	72,274	-
Other Operating Expenses	15,385	10,160	23,760	16,728
Total	\$97,776	\$82,434	\$100,534	\$26,728
Program by Fund				
Grant Fund (015-6050)	\$97,776	\$82,434	\$100,534	\$26,728
Total Full Time Equivalent Positions	0.00	0.00	0.00	0.00

SIGNIFICANT BUDGET CHANGES

Parks, Recreation, and Tourism Capital Projects

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
Program by Expenditure Category	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Capital Improvements	\$596,870	\$600,000	\$0	\$555,000
Program by Fund				
Tourism Fund (004)	\$15,745	\$400,000		\$0
Parks Health & Rec Levy Fund (007)	41,404	-		-
Park Improvements Sales Tax Fund (012)	539,721	200,000		-
Park Improvements Fund (059)	-	-	-	555,000
Total	\$596,870	\$600,000	\$0	\$555,000
Transfers by Fund				
Tourism Fund (004)	\$0	\$0	\$0	\$75,000
Parks Health & Rec Levy Fund (007)	-	-	-	-
Park Improvements Sales Tax Fund (012)	0	0	0	480,000
Total	\$0	\$0	\$0	\$555,000
Capital Projects for FY 2024-25				
Project Title and Number				Amount
Replace Playground at Rotary Park				\$ 175,000
Trash Truck				180,000
Rock Creek Park Pedestrian Bridge				200,000
				<u>555,000</u>



Internal Service Fund

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Department Programs				
Administration (0954201)	\$1,241,389	\$1,037,568	\$1,034,300	\$883,013
Accounting (0954210)	831,380	854,353	863,005	865,345
Treasury & Debt (0954212)	272,411	376,296	365,700	364,487
Human Resources (0954230)	1,221,228	1,075,725	1,213,644	1,601,286
Law (4100, 0954100, 4150)	570,434	538,480	580,020	579,663
Finance Operations (0954240)	457,153	617,364	592,420	430,015
Tech Services (0954220)	3,522,757	5,001,563	4,685,923	4,867,679
Voice and Data Systems (0024221, 0954221)	474,985	730,516	1,109,637	866,045
Communications (0954022)	-	391,261	522,705	299,517
Worker's Comp (6592)	3,923,111	4,748,001	4,428,259	3,962,153
Risk Management (4293)	2,684,530	3,355,559	4,052,309	4,464,736
ERP (0954054, 0954058, 0954059)	1,433,427	1,924,655	1,794,000	1,496,484
Total	\$16,632,805	\$20,651,341	\$21,241,922	\$20,680,423
Department by Expenditure Category				
Salaries	\$3,563,505	\$4,190,253	\$4,257,020	\$4,290,734
Benefits	1,479,821	1,845,123	1,831,070	1,942,084
Retiree Health Insurance	230,401	170,000	210,000	231,000
Internal Services	4,446,305	5,245,932	5,292,160	6,335,167
Professional Services	4,062,098	5,930,621	4,315,347	5,540,506
Equipment	306,161	1,257,834	1,095,919	83,050
Other Operating Expenses	2,544,514	2,083,250	4,240,259	2,257,882
Total	\$16,632,805	\$20,723,012	\$21,241,775	\$20,680,423
Department by Fund				
General Fund (002)	\$474,985	\$461,789	\$672,637	\$487,990
Grant Fund (015)	28,935	100,880	37,920	34,313
Worker's Comp Fund (092)	3,923,111	4,748,001	4,428,259	3,962,153
Risk Management Fund (093)	2,684,530	3,355,559	4,052,309	4,464,736
ERP Fund (095)	9,521,244	11,985,113	12,050,798	11,731,231
Total	\$16,632,805	\$20,651,341	\$21,241,922	\$20,680,423

Full-Time Equivalent Employees

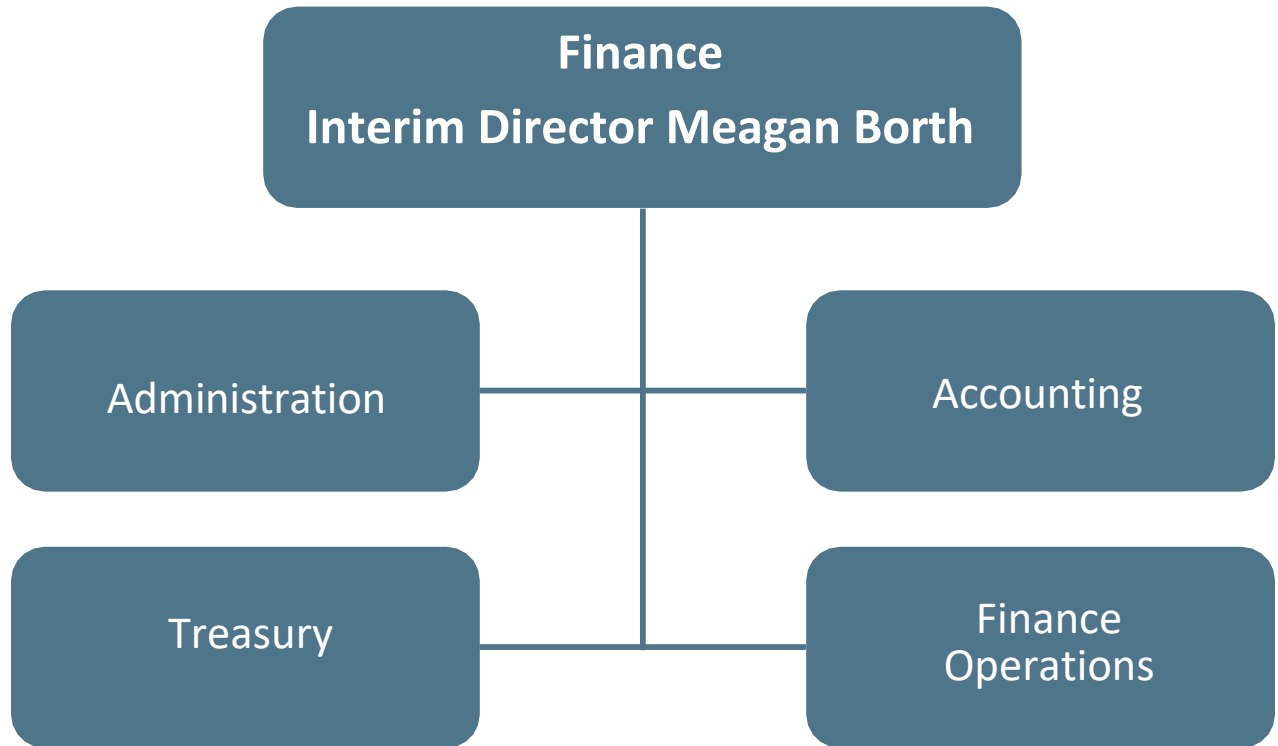
General Fund (002)	0.00	0.00	0.00	0.00
Grant Fund (015)	0.24	0.24	0.24	0.24
Worker's Comp Fund (092)	0.00	0.00	0.09	0.09
Risk Management Fund (093)	0.00	0.00	0.09	0.09
ERP Fund (095)	49.13	50.65	50.65	50.07
Total*	49.37	50.89	51.07	50.49

DEPARTMENT MISSION

The mission of the Internal Service Fund is to provide leadership and direction for the City's internal operations and responsibilities so that all assets of the City are protected while providing effective and efficient support.



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Internal Service Fund

Finance Administration

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
Program by Expenditure Category	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Salaries	\$601,772	\$458,883	\$424,900	\$300,228
Benefits	229,376	208,085	199,900	148,015
Retiree Health Insurance	230,401	170,000	210,000	231,000
Internal Services	73,426	77,400	77,400	141,570
Professional Services	84,546	4,000	4,000	7,000
Equipment	1,166	97,000	97,000	33,000
Other Operating Expenses	20,703	22,200	21,100	22,200
Total	\$1,241,389	\$1,037,568	\$1,034,300	\$883,013
Program by Fund				
ERP Fund (095-0954201)	\$1,241,389	\$1,037,568	\$1,034,300	\$883,013
Total Full Time Equivalent Positions				
ERP Fund (095-0954201)	5.00	5.00	5.00	3.82

PROGRAM MISSION

The mission of Finance Administration is to provide leadership and direction for the City's financial duties and responsibilities so that all financial assets of the City are protected.

Internal Service Fund

Accounting

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
Program by Expenditure Category	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Salary	\$389,167	\$418,536	\$423,300	\$411,762
Benefits	155,443	182,892	178,500	179,908
Retiree Health Insurance	-	-	-	-
Internal Services	-	-	-	26,170
Professional Services	180,316	220,000	200,000	202,700
Equipment	82,994	13,800	34,000	9,300
Other Operating Expenses	23,461	19,125	27,205	35,505
Total	\$831,380	\$854,353	\$863,005	\$865,345

Program by Fund

ERP Fund (095-0954210)	\$831,380	\$854,353	\$863,005	\$865,345
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Total Full Time Equivalent Positions

ERP Fund (095-0954210)	5.00	5.00	5.00	5.00
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MISSION

The mission of Accounting is to maintain the accounting records for all of the City's operations and component units so that the records meet all governmental accounting standards and the annual independent audit is completed.

Internal Service Fund

Treasury and Debt Management

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
Program by Expenditure Category	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Salary	\$115,088	\$154,746	\$154,900	\$142,474
Benefits	33,621	56,850	46,900	49,133
Retiree Health Insurance	-	-	-	-
Internal Services	-	-	-	1,730
Professional Services	96,221	130,000	130,000	130,000
Equipment	15,000	15,000	19,500	21,450
Other Operating Expenses	12,480	19,700	14,400	19,700
Total	\$272,411	\$376,296	\$365,700	\$364,487

Program by Fund

ERP Fund (095-0954212)	\$272,411	\$376,296	\$365,700	\$364,487
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Total Full Time Equivalent Positions

ERP Fund (095-0954212)	2.00	2.00	2.00	2.00
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MISSION

The mission of Treasury and Debt is to ensure excellence in the management of its banking, investing, and financing services and the administration of unclaimed property.

Internal Service Fund

Finance Operations

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
Program by Expenditure Category	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Salary	\$293,317	\$338,205	\$339,700	\$235,453
Benefits	129,565	154,328	185,600	121,402
Retiree Health Insurance	-	-	-	-
Internal Services	-	-	-	5,630
Professional Services	-	-	-	-
Equipment	308	3,000	2,500	3,000
Other Operating Expenses	33,963	64,530	64,620	64,530
Total	\$457,153	\$560,063	\$592,420	\$430,015

Program by Fund

ERP Fund (095-0954240)	\$457,153	617,364	\$592,420	\$430,015
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Total Full Time Equivalent Positions

ERP Fund (095-0954240)	6.63	5.00	5.00	4.00
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MISSION

The mission of Finance Operations is to work collaboratively across the organization to ensure operations and core functions are performed according to best practices to the highest standards of customer service, accountability and efficiency.

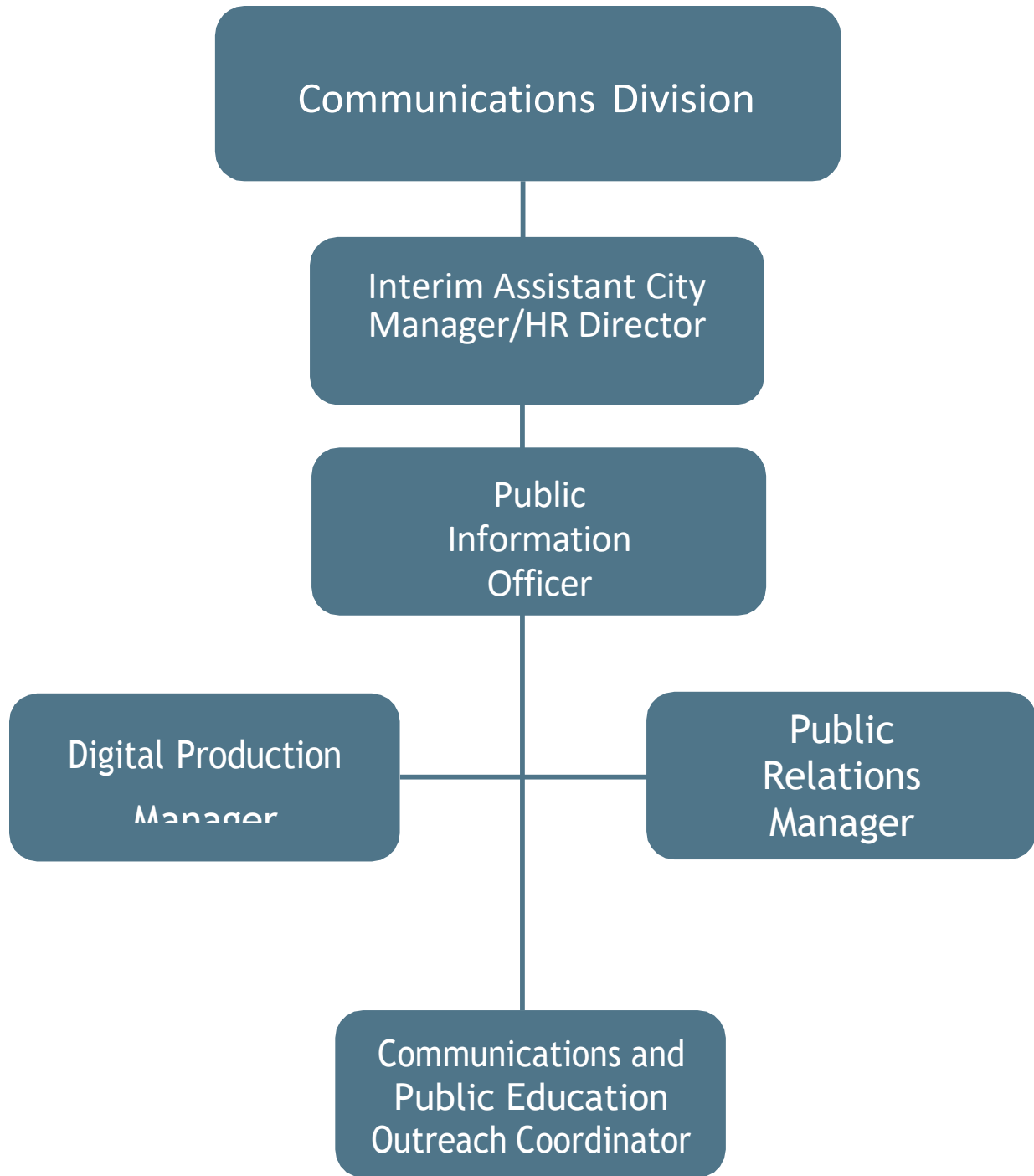
ACCOMPLISHMENTS

P-Card process for training of new card holders was developed.

Procurement policy has been updated.



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Internal Service Fund Communications

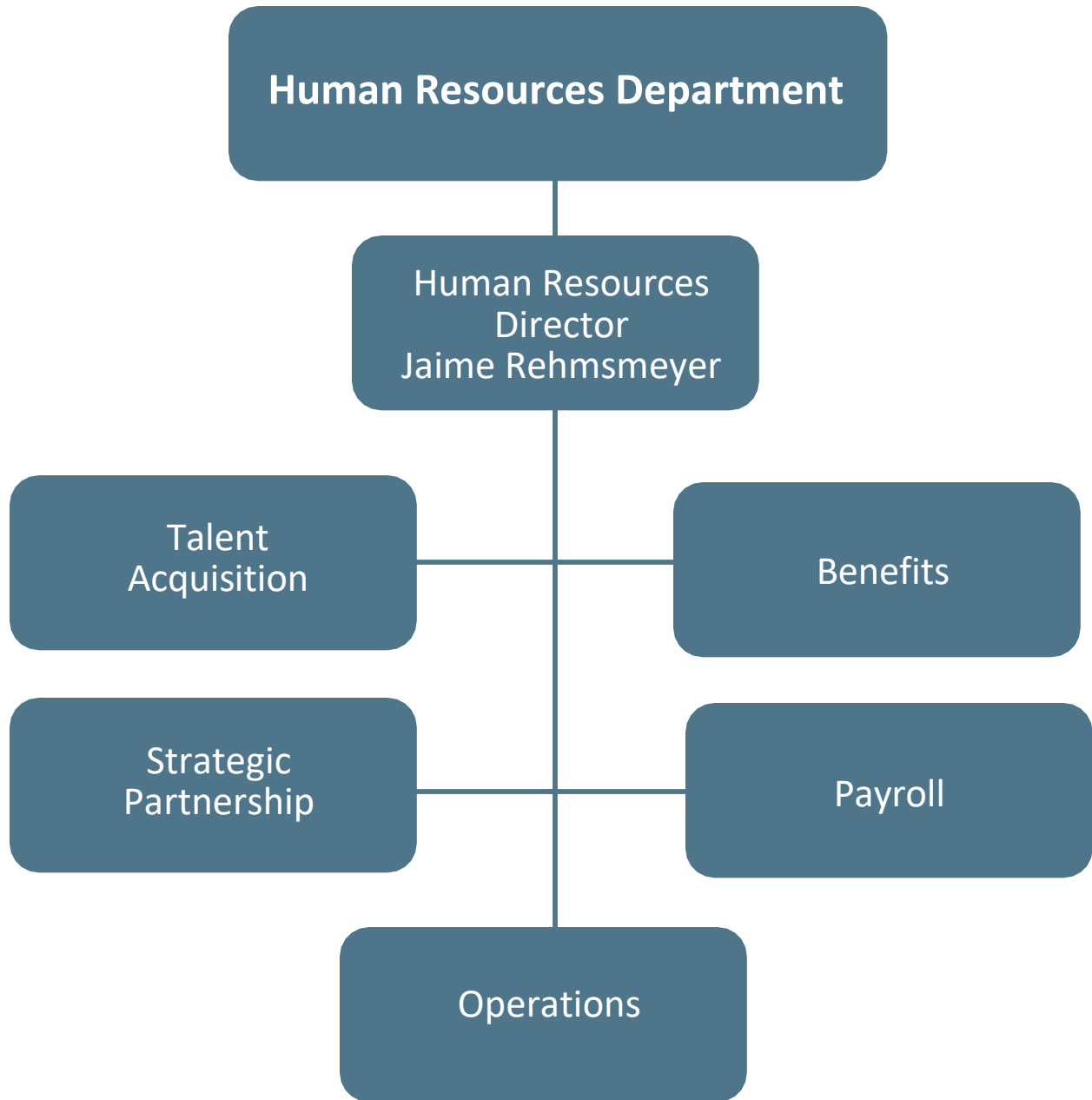
	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
	Actual	Adopted	Estimated	Proposed
Program by Expenditure Category	Expenditures	Budget	Expenditures	Budget
Salary	\$0	\$256,217	\$396,200	\$173,064
Benefits	-	84,131	100,700	73,753
Retiree Health Insurance	-	-	-	-
Internal Services	-	5,205	5,205	19,950
Professional Services	-	-	-	-
Equipment	-	-	-	-
Other Operating Expenses	-	45,708	20,600	32,750
Total	\$0	\$391,261	\$522,705	\$299,517
Program by Fund				
General (002-4022)	\$0	\$0	\$0	\$0
ERP Fund (095-0954022)	-	\$391,261	\$522,705	\$299,517
Total	\$0	\$391,261	\$522,705	\$299,517
Total Full Time Equivalent Positions				
General (002-4022)	0.00	0.00	0.00	0.00
ERP Fund (095-0954022)	0.00	3.40	3.40	2.00
Total	0.00	3.40	3.40	2.00

MISSION

To tell the many stories of Independence and engage our community while guided by the City's strategic plan.

SIGNIFICANT BUDGET CHANGES

Reduction in force of two full time employees.



Internal Service Fund

Human Resources

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
Program by Expenditure Category	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Salary	\$674,484	\$660,237	\$728,700	\$871,198
Benefits	301,774	272,060	324,000	407,639
Retiree Health Insurance	-	-	-	-
Internal Services	-	-	-	23,290
Professional Services	214,832	174,600	125,000	220,402
Equipment	1,144	7,500	7,210	6,300
Other Operating Expenses	28,995	90,300	28,734	72,457
Total	\$1,221,228	\$1,204,697	\$1,213,644	\$1,601,286
Program by Fund				
ERP Fund (095-0954230)	\$1,221,228	\$1,204,697	\$1,213,644	\$1,601,286
Total Full Time Equivalent Positions				
ERP Fund (095-0954230)	8.00	8.00	8.00	10.00

MISSION

The Human Resources Department is focused on creating a positive workplace culture that aligns with the City's values and mission as determined by the City Council and implemented by Executive Leadership. This team is pivotal in building, shaping, and reinforcing the organization's culture by overseeing all employee-related functions.

Accomplishments

Changing the operating model of the department by hiring subject matter experts in recruiting, employee relations and training.

Significant Budget Changes

Implemented Case Management System via Dayforce (fka Ceridian). Will save \$12.4 million over 3 years as well as 39,200 employee hours saved annually.

Internal Service Fund

Law

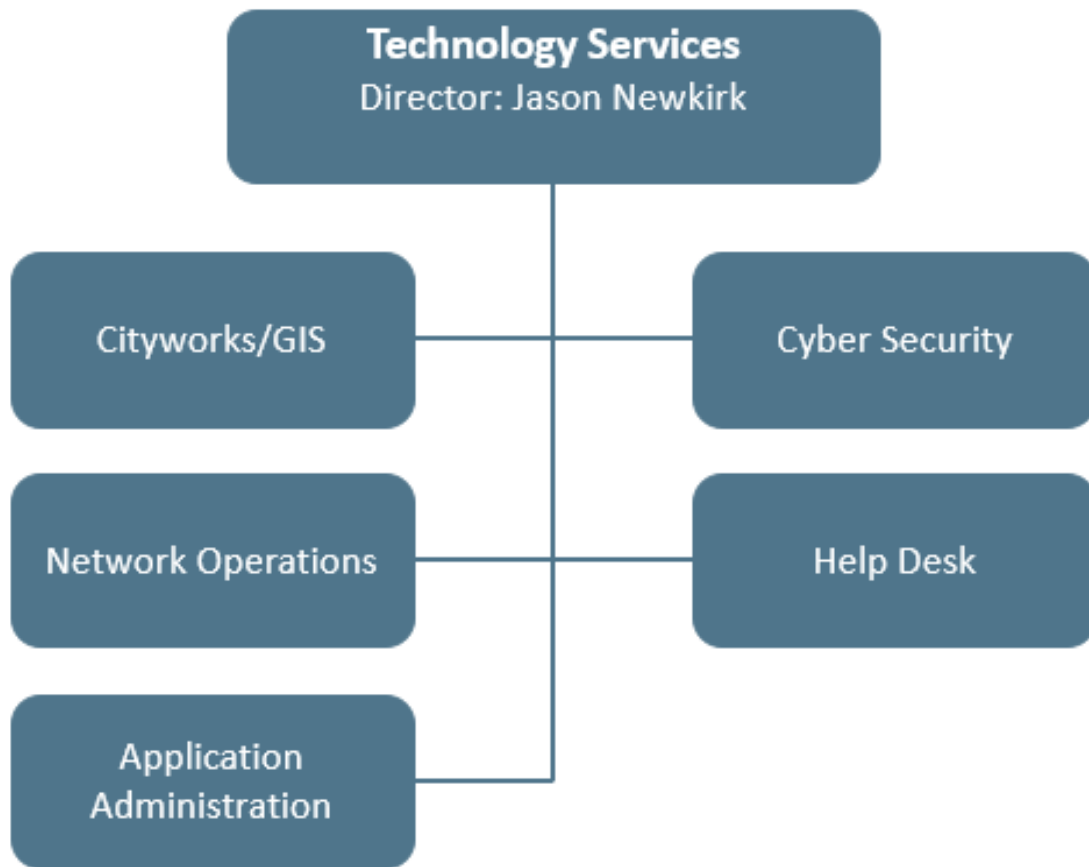
	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
Program by Expenditure Category	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Salary	\$26,879	\$65,843	\$30,420	\$27,229
Benefits	2,056	30,037	2,500	2,084
Retiree Health Insurance	-	-	-	-
Internal Services	-	-	-	3,250
Professional Services	-	-	-	-
Equipment	-	-	-	-
Other Operating Expenses	541,499	442,600	547,100	547,100
Total	\$570,434	\$538,480	\$580,020	\$579,663
Program by Fund				
ERP Fund (095-0954100)	\$541,499	\$437,600	\$542,100	\$545,350
Grant Fund (015-4150)	28,935	100,880	37,920	34,313
Total	\$570,434	\$538,480	\$580,020	\$579,663
Total Full Time Equivalent Positions				
ERP Fund (095-0954100)	0.00	0.00	0.00	0.00
Grant Fund (015-4150)	0.24	0.24	0.24	0.24
Total	0.24	0.24	0.24	0.24

MISSION

To conduct and carry on all civil suits, actions, and proceedings; draft or review proposed City ordinances and amendments; and, prepare or officially approve as to form all contracts, deeds, bonds, and other documents.



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Internal Service Fund

Technology Services

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
Program by Expenditure Category	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Salary	\$1,005,512	\$1,324,643	\$1,251,800	\$1,575,304
Benefits	397,545	566,872	504,900	663,330
Retiree Health Insurance	-	-	-	-
Internal Services	1,645,078	2,212,514	2,212,514	2,453,145
Professional Services	174,520	175,000	100,000	100,000
Equipment	205,548	692,534	586,709	10,000
Other Operating Expenses	94,554	30,000	30,000	65,900
Total	\$3,522,757	\$5,001,563	\$4,685,923	\$4,867,679

Program by Fund

ERP Fund (095-0954220)	\$3,522,757	\$5,001,563	\$4,685,923	\$4,867,679
Total	\$3,522,757	\$5,001,563	\$4,685,923	\$4,867,679

Total Full Time Equivalent Positions

ERP Fund (095-0954220)	15.50	15.25	15.25	16.25
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MISSION

The mission of Technology Services is to provide information technology solutions within a secure and reliable environment and support City departments in delivering quality services to the community.

ACCOMPLISHMENTS

- Implemented a new telephone system
- Implemented a utility customer service call center software
- Implemented a new public website
- Expanded the use of mobile device management tools
- Data center capacity expansion
- Implemented several cyber security tools
- 2023 Digital Cities Winner

SIGNIFICANT BUDGET CHANGES

Added data center replacement to CIP. The cost will be broken out across a multi-year period to minimize operating impact on departments.

Internal Service Fund

Voice and Data Systems

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
Program by Expenditure Category	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Salary	\$0	\$0	\$0	\$0
Benefits	-	-	-	-
Retiree Health Insurance	-	-	-	-
Internal Services	54,772	95,429	109,489	220,305
Professional Services	-	-	-	-
Equipment	-	-	-	-
Other Operating Expenses	420,213	635,087	1,000,000	645,740
Total	\$474,985	\$730,516	\$1,109,489	\$866,045
Program by Fund				
General (002-4221)	\$474,985	\$461,789	\$672,637	\$487,990
ERP Fund (095-0954221)	-	268,727	437,000	378,055
Total	\$474,985	\$730,516	\$1,109,637	\$866,045
Total Full Time Equivalent Positions	0.00	0.00	0.00	0.00

MISSION

The mission of Voice and Data Systems is to maintain the telephone trunk system for land line telephones, radios, and to provide internet connectivity to City Departments so that modern communication can exist.

Internal Service Fund

Enterprise Resource Planning & GIS

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
Program by Expenditure Category	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Salary	\$446,725	\$512,943	\$498,700	\$541,890
Benefits	224,763	289,868	282,300	288,904
Retiree Health Insurance	-	-	-	-
Internal Services	-	-	-	6,690
Professional Services	152,181	82,844	50,000	15,000
Equipment	-	429,000	349,000	-
Other Operating Expenses	609,759	610,000	614,000	644,000
Total	\$1,433,427	\$1,924,655	\$1,794,000	\$1,496,484

Program by Org Key

Enterprise Resource Planning (095-4054)	\$122,931	\$0	\$0	\$0
Cityworks & GIS (095-4058)	598,845	678,512	655,400	833,804
ERP (095-4059)	711,651	1,246,143	1,138,600	662,680
Total	\$1,433,427	\$1,924,655	\$1,794,000	\$1,496,484

Total Full Time Equivalent Positions

Cityworks & GIS (095-4058)	6.00	6.00	6.00	7.00
ERP (095-4059)	1.00	1.00	1.00	0.00
Total	7.00	7.00	7.00	7.00

MISSION

Provide innovative GIS-centric solutions within a secure and reliable environment in order to support City departments in delivering quality services to the community.

Internal Service Fund

Workers' Compensation (092)

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
Program by Expenditure Category	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Salary	\$5,281	\$0	\$4,100	\$6,066
Benefits	2,839	-	2,820	3,947
Retiree Health Insurance	-	-	-	-
Internal Services	628,375	639,824	627,992	675,376
Professional Services	3,068,811	4,091,177	3,606,347	3,264,764
Equipment	-	-	-	-
Other Operating Expenses	217,803	17,000	187,000	12,000
Total	\$3,923,111	\$4,748,001	\$4,428,259	\$3,962,153
Program by Fund				
Workers' Compensation (092-6592)	\$3,923,111	\$4,748,001	\$4,428,259	\$3,962,153
Total Full Time Equivalent Positions	0.00	0.00	0.09	0.09

MISSION

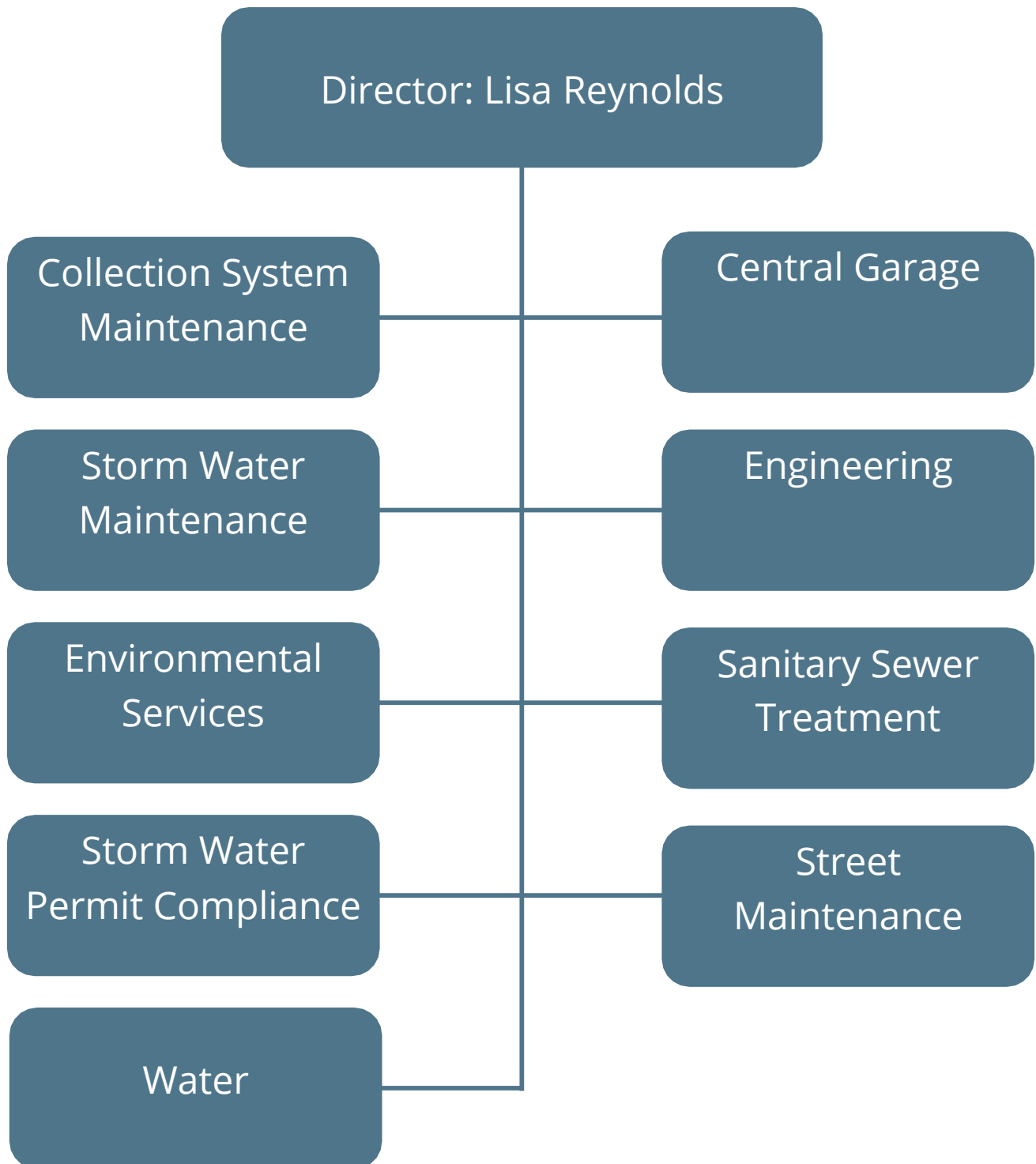
Internal Service Funds are used to account for the financing of goods or services provided by one department or agency to other departments or agencies of the government and to other governmental units on a cost-reimbursed basis. This fund is used to account for the costs of the City's self-insured Worker's Compensation claims and administration plan. Workers' Compensation is part of Finance and Administration.

Internal Service Fund Risk Management (093)

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
Program by Expenditure Category	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Salary	\$5,281	\$0	\$4,300	\$6,066
Benefits	2,839	-	2,950	3,969
Retiree Health Insurance	-	-	-	-
Internal Services	2,044,654	2,215,559	2,259,559	2,758,061
Professional Services	90,672	1,053,000	100,000	1,600,640
Equipment	-	-	-	-
Other Operating Expenses	541,083	87,000	1,685,500	96,000
Total	\$2,684,530	\$3,355,559	\$4,052,309	\$4,464,736
Program by Fund				
Risk Management (093-4293)	\$2,684,530	\$3,355,559	\$4,052,309	\$4,464,736
Total Full Time Equivalent Positions	0.00	0.00	0.09	0.09

MISSION

Internal Service Funds are used to account for the financing of goods or services provided by one department or agency to other departments or agencies of the government and to other governmental units on a cost-reimbursed basis. The mission of Risk Management is to manage the insurance and programs that safeguard the City's financial, human resource, and capital assets. Risk Management is part of Finance and Administration.



DEPARTMENT MISSION

The mission of the Municipal Service Department is to provide quality, reliable, and responsive public services for the Independence community. The Department must proactively and reactively maintain City infrastructure such as streets, facilities, sanitary sewer, stormwater mitigation, and wastewater treatment. Additionally, the Department is dedicated to public health and environmental protection through the enforcement of local, state, and federal laws. Ensuring a motivated and professional staff is essential to the success of the Department.

SIGNIFICANT OPERATIONAL CHANGES

- Incorporated Water operations into Municipal Services
- Transitioned Facilities Maintenance to Parks/Rec/Tourism
- Implemented software to allow enhanced Customer Service operations
- Converted sludge at Rock Creek to a Class A product to apply to agricultural fields

STRATEGIC PLAN CONNECTION

Goal: An Engaged Community

- Continue to solicit public feedback on citywide infrastructure projects
- Streamline coordination of public concerns reported to the City
- Finalize transfer of Chrysler Stadium to ISD

Goal: An Innovative Economy

- Support the continued development of Eastgate Commerce Center by facilitating related infrastructure improvements
- Partner with ISD to provide job shadowing opportunities and potential internships

Goal: A Well-Planned City

- Assist with the development of a criminal justice facility plan
- Facilitate the construction of new fire stations and necessary rehab of existing stations
- Evaluate space and maintenance needs for City facilities and determine priorities for necessary improvements
- Refine the Pavement Management program
- Target street and sidewalk maintenance along major corridors and historic sites
- Develop and adopt Access Management Plan and Storm and Sanitary Master Plans to guide development

Goal: A Well-Planned City

- Develop an ordinance requiring residential trash service
- Continue construction of 24 Highway Complete Streets project
- Continue implementation of the recommendations in the adopted Downtown Redevelopment Coordinating Committee Master Plan
- Continue design work on Noland Road Complete Streets project
- Complete an ADA transition plan
- Increase rate at which water transmission and distribution mains are replaced
- Establish and maintain a database of the material of all water service lines
- Complete Best Professional Judgement study for water plant sludge discharge

Goal: A Financially Sustainable Organization

- Perform cost of service study for the sanitary sewer utility

- Modify Drop Off Depot fee schedule for tires
- Create equipment/facility/vehicle replacement plans and fund accordingly

Goal: A High-Performance Organization

- Set performance measures that align with the action plan
- Lead effort to improve departmental collaboration and communication
- Encourage operational innovation at all levels
- Expect excellence

ACCOMPLISHMENTS

- Rock Creek selected as the MWEA's Wastewater Plant of the Year
- \$16.2M in grant dollars obtained for various projects throughout the city
- Assisted with the purchase of the GEHA building
- Expanded the Enterprise lease program to include additional divisions
- Successful modification of IPL rate structures in CIS
- Adoption of the D&C Manual
- Completion of the 40 Hwy Complete Streets project
- 50.83 lane miles of roadway addressed via preventative maintenance program
- 100% passing rate for the 1242 water distribution samples collected
- Implemented new Customer Service call center software
- Overlaid ~50% of Woodlawn Cemetery roads utilizing city staff, supplies, and equipment

Municipal Services

Department Programs	FY 2022-23 Actual Expenditures	FY 2023-24 Adopted Budget	FY 2023-24 Estimated Expenditures	FY 2024-25 Proposed Budget
Administration (0025001)	\$1,056,563	\$1,269,552	\$1,223,007	\$1,469,811
Engineering (0025011)	772,319	1,226,654	1,074,965	793,005
Construction (0025012)	-	-	-	487,901
Facilities Management (0025015)	1,135,339	1,247,586	-	-
Street Maintenance (0025111,0115112)	3,097,840	3,989,053	3,739,619	4,260,515
Storm Water (0135261-3)	2,507,561	3,378,950	2,762,070	3,946,386
Central Garage (090)	2,604,836	2,968,069	2,993,957	3,403,660
Sanitary Sewer (030)	25,354,420	28,741,882	25,360,665	29,149,219
Water (040)	25,900,311	32,744,435	29,813,995	36,626,822
Capital Projects	7,578,559	39,648,746	24,000,000	33,473,103
Debt	10,511,909	10,571,862	10,571,862	10,531,114
Transfers Out	48,929	-	-	-
Total	\$80,568,587	\$125,786,789	\$101,540,140	\$124,141,536

Department by Expenditure Category

Salaries	\$12,820,477	\$14,733,079	\$12,880,007	\$15,263,939
Benefits	6,587,836	8,326,741	6,933,700	8,000,031
Retiree Health Insurance	1,084,592	1,144,884	1,108,000	1,258,200
Internal Services	9,417,205	9,490,463	8,404,298	11,793,730
Professional Services	1,987,723	4,557,700	2,729,079	4,553,500
Equipment	1,044,477	1,871,100	1,300,388	1,171,100
Other Operating Expenses	29,445,758	35,401,714	33,572,308	38,056,319
Total - Operations & Maintenance	\$62,388,068	\$75,525,681	\$66,927,778	\$80,096,819
Capital Improvements	7,578,559	39,648,746	24,000,000	33,473,103
Debt	10,553,030	10,612,362	10,612,362	10,571,614
Transfers Out	48,929	-	-	-
Total - All Expenditures	\$80,568,587	\$125,786,789	\$101,540,140	124,141,536

Department by Fund

General Fund (002)	\$5,339,003	\$6,350,672	\$4,830,404	\$5,756,522
Central Garage (090)	2,604,836	2,968,069	2,993,957	3,403,660
Sanitary Sewer (030)	32,289,890	41,314,860	32,603,643	40,894,298
Water (040)	29,637,029	43,335,373	42,054,933	48,542,960
Street Improvements Sales Tax (011, 051)	7,407,533	24,968,865	14,995,133	14,014,693
Stormwater Sales Tax (013, 053)	3,290,296	6,848,950	4,062,070	\$11,529,403
Total	\$80,568,587	\$125,786,789	\$101,540,140	\$124,141,536

Full-Time Equivalent Employees

General Fund (002)	41.70	43.83	43.83	27.70
Central Garage (090)	9.30	9.30	9.30	9.44
Sanitary Sewer (030)	74.78	71.90	74.65	70.78
Water (040)	98.57	97.70	97.70	102.43
Street Improvements Sales Tax (011)	7.55	7.55	7.55	6.60
Stormwater Sales Tax (013)	21.00	18.25	18.25	21.45
Total	252.90	248.53	251.28	238.40

Municipal Services Administration

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
Program by Expenditure Category	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Salaries	\$143,397	\$192,416	\$194,500	\$157,834
Benefits	131,192	134,379	136,200	292,237
Retiree Health Insurance	332,346	370,000	322,000	370,000
Internal Services	444,191	563,257	563,257	638,240
Professional Services	-	-	-	-
Equipment	-	2,500	2,500	-
Other Operating Expenses	5,437	7,000	4,550	11,500
Total	\$1,056,563	\$1,269,552	\$1,223,007	\$1,469,811
Program by Fund				
General Fund (002-5001, 5013)	\$1,056,563	\$1,269,552	\$1,223,007	\$1,469,811
Total Full Time Equivalent Positions	1.60	1.60	1.60	1.40

PROGRAM MISSION

The Administration Division is responsible for the supervision and administration of the Public Works division, including support and response to the City Manager and City Council.

Municipal Services

Engineering

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
	Actual	Adopted	Estimated	Proposed
Program by Expenditure Category	Expenditures	Budget	Expenditures	Budget
Salary	\$248,925	\$64,945	\$170,000	\$239,986
Benefits	257,926	411,244	347,900	147,609
Retiree Health Insurance	-	-	-	-
Internal Services	64,367	83,665	118,365	44,110
Professional Services	76,786	254,900	225,000	179,900
Equipment	3,703	118,000	118,000	113,000
Other Operating Expenses	120,613	293,900	95,700	68,400
Total	\$772,319	\$1,226,654	\$1,074,965	\$793,005
Program by Fund				
General Fund (002-5011)	\$772,319	\$1,226,654	\$1,074,965	\$793,005
Total Full Time Equivalent Positions	11.10	12.60	12.60	3.50

MISSION

The Engineering Division provides public works services through the following work elements: plan review, design, investigations, studies, contract specifications, inspections, permits and traffic engineering, land acquisition for public improvements, and tracking project reimbursements on construction projects.

Municipal Services Construction

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
Program by Expenditure Category	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Salary	\$0	\$0	\$0	\$157,457
Benefits	-	-	-	77,844
Retiree Health Insurance	-	-	-	-
Internal Services	-	-	-	112,800
Professional Services	-	-	-	52,300
Equipment	-	-	-	-
Other Operating Expenses	-	-	-	87,500
Total	\$0	\$0	\$0	\$487,901
Program by Fund				
General Fund (002-5011)	\$0	\$0	\$0	\$487,901
Total Full Time Equivalent Positions	0.00	0.00	0.00	2.55

SIGNIFICANT BUDGET CHANGES

The Construction Division was established in the FY 2024-25 budget.

Municipal Services Facilities Maintenance

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
Program by Expenditure Category	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Salary	\$448,363	\$434,801	\$0	\$0
Benefits	147,402	166,225	-	-
Retiree Health Insurance	-	-	-	-
Internal Services	45,713	64,260	-	-
Professional Services	378	50,300	-	-
Equipment	-	2,000	-	-
Other Operating Expenses	493,484	530,000	-	-
Total	\$1,135,339	\$1,247,586	\$0	\$0
Program by Fund				
General Fund (002-5015)	\$1,135,339	\$1,247,586	\$0	\$0
Total Full Time Equivalent Positions	9.50	10.13	10.13	0.00

SIGNIFICANT BUDGET CHANGES

Function and budget transferred to Parks, Recreation & Tourism after beginning of FY23-24.

Municipal Services

Street Maintenance

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
Program by Expenditure Category	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Salary	\$1,203,701	\$1,371,374	\$1,319,400	\$1,357,890
Benefits	590,338	740,476	656,500	731,745
Retiree Health Insurance	3,039	10,884	4,000	11,000
Internal Services	516,346	638,820	652,019	921,480
Professional Services	27,053	12,200	45,500	48,700
Equipment	62,586	147,200	35,200	117,000
Other Operating Expenses	654,348	1,027,600	986,500	1,032,200
Debt	40,427	40,500	40,500	40,500
Transfers Out	-	-	-	-
Total	\$3,097,840	\$3,989,053	\$3,739,619	\$4,260,515

Program by Fund

General Fund (002-5111)	\$2,374,782	\$2,606,881	\$2,532,432	\$2,745,805
Street Improvement Sales Tax (011-5112)	723,058	1,382,173	\$1,207,187	\$1,514,710
Total	\$3,097,840	\$3,989,053	\$3,739,619	\$4,260,515

Total Full Time Equivalent Positions

General Fund (002-5111)	19.50	19.50	19.50	20.25
Street Improvement Sales Tax (011-5112)	7.55	7.55	7.55	6.60
Total	27.05	27.05	27.05	26.85

MISSION

Street Maintenance is responsible for maintaining 575 miles of City streets and 38 bridge structures, as well as the coordination of the Drop-Off Depot events.

Municipal Services

Storm Water Operations & Maintenance

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
Program by Expenditure Category	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Salary	\$946,186	\$1,071,393	\$916,500	\$1,311,326
Benefits	392,799	502,373	400,500	667,848
Retiree Health Insurance	-	-	-	-
Internal Services	87,370	281,820	301,975	349,320
Professional Services	629,317	894,000	630,486	1,032,500
Equipment	134,985	152,000	166,834	63,300
Debt	694	-	-	-
Other Operating Expenses	316,210	477,364	345,775	522,092
Total	\$2,507,561	\$3,378,950	\$2,762,070	\$3,946,386
Program by Fund				
Storm Water Sales Tax Fund (013)	\$2,507,561	\$3,378,950	\$2,762,070	\$3,946,386
Total Full Time Equivalent Positions	21.00	18.25	18.25	21.45

MISSION

The mission of the Storm Water Program is to maintain the City's storm water system to the standards of the Missouri Department of Natural Resources so that the MS4 operating permit is granted to the City.

Municipal Services

Central Garage (Internal Service Fund)

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
Program by Expenditure Category	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Salary	\$497,723	\$571,124	\$477,300	\$598,303
Benefits	237,041	286,422	267,100	343,757
Retiree Health Insurance	42,757	52,000	37,000	57,200
Internal Services	105,022	121,123	135,123	115,000
Professional Services	384	400	534	1,500
Equipment	5,619	2,000	-	-
Other Operating Expenses	1,716,290	1,935,000	2,076,900	2,287,900
Total	\$2,604,836	\$2,968,069	\$2,993,957	\$3,403,660
Program by Fund				
Central Garage (090)	\$2,604,836	\$2,968,069	\$2,993,957	\$3,403,660
Total Full Time Equivalent Positions	9.30	9.30	9.30	9.44

MISSION

Internal Service Funds are used to account for the financing of goods or services provided by one department or agency to other departments or agencies of the government and to other governmental units on a cost-reimbursed basis. This fund is used to account for costs of maintenance of the City's fleet of vehicles and mobile equipment and related charges to other departments.

Municipal Services Sanitary Sewer

Department Programs	FY 2022-23 Actual Expenditures	FY 2023-24 Adopted Budget	FY 2023-24 Estimated Expenditures	FY 2024-25 Proposed Budget
Administration (0305201)	\$455,402	\$508,949	\$524,500	\$664,139
Facilities (0305215)	1,090,265	1,389,576	1,124,474	1,464,270
Treatment Facilities (0305220)	2,412,773	3,462,161	2,966,940	3,138,122
Collection System Maintenance (0305230)	3,564,714	4,996,243	4,140,764	5,243,443
Environmental Services (0305240)	768,273	808,921	842,200	767,602
Inter-Jurisdictional Agencies (0305210)	8,666,639	9,721,568	9,005,000	9,741,568
Sewer Non-Departmental (0306530)	8,396,354	7,854,465	6,756,788	8,130,075
Capital Projects (030 031)	664,695	\$6,330,000	1,000,000	5,505,000
Debt	6,221,846	6,242,978	6,242,978	6,240,079
Total	\$32,240,961	\$41,314,860	\$32,603,643	\$40,894,298

Department by Expenditure Category

Salaries	\$3,672,416	\$4,452,168	\$3,975,000	\$4,560,069
Benefits	2,007,785	2,536,558	2,129,000	2,334,825
Retiree Health Insurance	357,822	348,000	420,000	460,000
Internal Services	3,795,080	3,493,076	2,377,916	3,933,770
Professional Services	466,699	732,000	512,959	774,300
Equipment	318,202	409,600	342,803	296,300
Other Operating Expenses	14,736,415	16,770,480	15,602,988	16,789,955
Total - Operations & Maintenance	\$25,354,420	\$28,741,882	\$25,360,665	\$29,149,219
Capital Improvements	664,695	6,330,000	1,000,000	\$5,505,000
Debt	6,221,846	6,242,978	6,242,978	6,240,079
Transfers Out	48,929	-	-	-
Total - All Expenditures	\$32,289,890	\$41,314,860	\$32,603,643	\$40,894,298

Department by Fund

Sanitary Sewer (030)	\$32,289,890	\$41,314,860	\$32,603,643	\$40,894,298
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Full-Time Equivalent Employees*

Sanitary Sewer (030)	74.78	71.90	74.65	70.73
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DEPARTMENT MISSION

Sanitary Sewer, formally known as Water Pollution Control, is part of Municipal Services, and is responsible for the maintenance and enforcement of the City's water pollution control policies and regulations.

Municipal Services Sanitary Sewer Administration

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
Program by Expenditure Category	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Salary	\$293,547	\$301,964	\$317,200	\$381,114
Benefits	120,879	127,685	134,300	202,225
Retiree Health Insurance	-	-	-	-
Internal Services	-	-	-	-
Professional Services	-	5,000	2,500	5,000
Equipment	-	-	-	-
Other Operating Expenses	40,976	74,300	70,500	75,800
Total	\$455,402	\$508,949	\$524,500	\$664,139
Program by Fund				
Sanitary Sewer (030-5201)	\$455,402	\$508,949	\$524,500	\$664,139
Total Full Time Equivalent Positions	2.55	2.55	2.55	4.15

MISSION

The mission of the Administration program is to provide leadership and back-office support for the development, maintenance and enforcement of the City's water pollution control policies and regulations.

Municipal Services Sanitary Sewer Facilities

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
Program by Expenditure Category	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Salary	\$450,949	\$497,560	\$379,900	\$501,957
Benefits	240,712	273,216	217,200	263,113
Retiree Health Insurance	-	-	-	-
Internal Services	16,409	26,700	30,300	32,200
Professional Services	63,509	115,000	95,000	100,900
Equipment	78,748	80,000	50,000	80,000
Other Operating Expenses	239,938	397,100	352,074	486,100
Total	\$1,090,265	\$1,389,576	\$1,124,474	\$1,464,270
Program by Fund				
Sanitary Sewer (030-5215)	\$1,090,265	\$1,389,576	\$1,124,474	\$1,464,270
Total Full Time Equivalent Positions	7.25	7.25	7.25	7.83

MISSION

The mission of the Facilities division is to ensure reliable operation of wastewater collection and treatment systems through preventative and predictive maintenance practices.

Municipal Services Sanitary Sewer Treatment Facilities

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
Program by Expenditure Category	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Salary	\$821,792	\$845,437	\$837,900	\$877,294
Benefits	421,499	477,124	466,600	433,928
Retiree Health Insurance	-	-	-	-
Internal Services	14,784	12,500	12,800	16,200
Professional Services	26,796	106,500	25,000	107,400
Equipment	4,768	-	-	-
Other Operating Expenses	1,123,133	2,020,600	1,624,640	1,703,300
Total	\$2,412,773	\$3,462,161	\$2,966,940	\$3,138,122
Program by Fund				
Sanitary Sewer (030-5220)	\$2,412,773	\$3,462,161	\$2,966,940	\$3,138,122
Total Full Time Equivalent Positions	13.00	13.00	13.00	13.00

MISSION

The mission of the Treatment Facilities program is to operate and maintain the Rock Creek Wastewater Treatment Plan and thirteen pumping stations throughout the City so that wastewater meets all National Pollutant Discharge Elimination System permit limits.

Municipal Services Sanitary Sewer Collection System Maintenance

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
Program by Expenditure Category	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Salary	\$1,597,202	\$2,285,722	\$1,835,600	\$2,372,271
Benefits	695,031	1,111,021	844,200	1,111,472
Retiree Health Insurance	-	-		
Internal Services	132,865	115,200	136,040	163,300
Professional Services	319,451	455,500	340,459	515,100
Equipment	234,185	329,600	292,803	216,300
Other Operating Expenses	585,979	699,200	691,662	865,000
Total	\$3,564,714	\$4,996,243	\$4,140,764	\$5,243,443
Program by Fund				
Sanitary Sewer (030-5230)	\$3,564,714	\$4,996,243	\$4,140,764	\$5,243,443
Total Full Time Equivalent Positions	44.40	41.65	44.40	39.00

MISSION

The mission of Collection System Maintenance is to maintain over 614 miles of sanitary sewer pipe and over 14,720 manholes to a level that minimizes the number and frequency of overflows and backups.

Municipal Services Sanitary Sewer Environmental Services

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
Program by Expenditure Category	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Salary	\$445,606	\$456,897	\$477,300	\$415,523
Benefits	198,317	218,224	229,400	209,579
Retiree Health Insurance	-	-	-	-
Internal Services	12,650	14,600	17,900	23,500
Professional Services	26,702	50,000	50,000	45,900
Equipment	-	-	-	-
Other Operating Expenses	84,998	69,200	67,600	73,100
Total	\$768,273	\$808,921	\$842,200	\$767,602
Program by Fund				
Sanitary Sewer (030-5240)	\$768,273	\$808,921	\$842,200	\$767,602
Total Full Time Equivalent Positions	7.00	7.00	7.00	6.30

MISSION

The mission of the Environmental Services program is to inspect, sample and analyze industrial sewage discharges to determine compliance with National Pretreatment regulations.

Municipal Services Sanitary Sewer Inter-Jurisdictional Agencies

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
Program by Expenditure Category	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Salary	\$0	\$0		
Benefits	-	-		
Retiree Health Insurance	-	-		
Internal Services	-	-		
Professional Services	-	-		
Equipment	-	-		
Other Operating Expenses	8,666,639	9,721,568	9,005,000	9,741,568
Total	\$8,666,639	\$9,721,568	\$9,005,000	\$9,741,568
Program by Fund				
Sanitary Sewer (030-5210)	\$8,666,639	\$9,721,568	\$9,005,000	\$9,741,568
Total Full Time Equivalent Positions	0.00	0.00	0.00	0.00

MISSION

The mission of the Inter-Jurisdictional program is to provide administrative support for cooperative sewer services within the contiguous watersheds of adjoining municipalities and the Little Blue Valley Sewer District.

Municipal Services Sanitary Sewer Non-Departmental

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
Program by Expenditure Category	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Salary	\$63,319	\$64,588	\$127,100	\$11,910
Benefits	331,347	329,289	237,300	114,508
Retiree Health Insurance	357,822	348,000	420,000	460,000
Internal Services	3,618,371	3,324,076	2,180,876	3,698,570
Professional Services	30,242	-	-	-
Equipment	501	-	-	-
Other Operating Expenses	3,994,752	3,788,512	3,791,512	3,845,087
Transfers Out	-	-	-	-
Total	\$8,396,354	\$7,854,465	\$6,756,788	\$8,130,075
Program by Fund				
Sanitary Sewer (030-6530)	\$8,396,354	\$7,854,465	\$6,756,788	\$8,130,075
Total Full Time Equivalent Positions	0.58	0.45	0.45	0.45

MISSION

Provides funding for department-wide activities not attributable to one single sewer program.

Water

	FY 2021-22	FY 2022-23	FY 2022-23	FY 2023-24
	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Department Programs				
Administration (4810)	\$1,445,960	\$1,928,902	\$1,716,600	\$903,671
Engineering (4811)	\$0	\$0	\$0	\$809,509
Constructions (4812)	\$0	\$0	\$0	\$339,919
Maintenance (4815)	\$0	\$0	\$0	\$3,019,807
Field Service (4821)	1,021,598	1,627,489	1,466,650	1,688,252
Customer Service (4822)	2,854,575	4,880,910	3,647,807	5,061,563
Production (4830)	7,307,779	9,759,460	8,903,881	8,060,585
Lab (4831)	-	-	-	336,021
Transmission & Distribution (4840)	4,734,900	6,091,764	5,607,645	6,032,088
Non-Departmental (6540)	8,535,500	8,455,910	8,471,413	10,375,407
Capital Projects	1,231,231	8,050,000	9,700,000	9,380,000
Debt	2,505,487	2,540,938	2,540,938	2,536,138
Total	\$29,637,029	\$43,335,373	\$42,054,933	\$48,542,960

Department by Expenditure Category

Salaries	\$5,659,766	\$6,574,858	\$5,827,307	\$6,881,074
Benefits	\$2,823,353	\$3,549,064	\$2,996,500	\$3,404,166
Retiree Health Insurance	\$348,628	\$364,000	\$325,000	\$360,000
Internal Services	\$4,359,117	\$4,244,443	\$4,255,643	\$5,679,010
Professional Services	\$787,105	\$2,613,900	\$1,314,600	\$2,464,300
Equipment	\$519,382	\$1,037,800	\$635,051	\$581,500
Other Operating Expenses	\$11,402,961	\$14,360,370	\$14,459,895	\$17,256,772
Total - Operations & Maintenance	25,900,311	32,744,435	29,813,995	36,626,822
Capital Improvements	1,231,231	8,050,000	9,700,000	9,380,000
Debt	2,505,487	2,540,938	2,540,938	2,536,138
Total - All Expenditures	\$29,637,029	\$43,335,373	\$42,054,933	\$48,542,960

Department by Fund

Water Fund (040)	\$29,637,029	\$43,335,373	\$42,054,933	\$48,542,960
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Full-Time Equivalent Employees

Water Fund (040)	98.57	97.70	97.70	103.13
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DEPARTMENT MISSION

The mission of the Water Department is to produce and supply drinking water that meets the requirements of the Safe Drinking Water Act and standards of the Missouri Department of Natural Resources to about 250,000 people, including residents of Independence and 12 wholesale customers.

Water Administration

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
Program by Expenditure Category	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Salaries	\$724,803	\$868,927	\$832,200	\$390,286
Benefits	327,304	420,325	356,800	231,205
Retiree Health Insurance	-	-	-	-
Internal Services	-	2,300	11,500	2,300
Professional Services	7,770	166,800	75,000	5,000
Equipment	20,736	13,800	12,000	6,500
Other Operating Expenses	365,347	456,750	429,100	268,380
Total	\$1,445,960	\$1,928,902	\$1,716,600	\$903,671
Program by Fund				
Water Fund (040-4810)	\$1,445,960	\$1,928,902	\$1,716,600	\$903,671
Total Full Time Equivalent Positions	10.00	10.75	10.75	4.70

PROGRAM MISSION

The mission of the Administration program is to provide leadership and back office support so that the Department can successfully meet the requirements of the Safe Drinking Water Act and standards of the Missouri Department of Natural Resources.

Water Administration

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
Program by Expenditure Category	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Salaries	\$724,803	\$868,927	\$832,200	\$390,286
Benefits	327,304	420,325	356,800	231,205
Retiree Health Insurance	-	-	-	-
Internal Services	-	2,300	11,500	2,300
Professional Services	7,770	166,800	75,000	5,000
Equipment	20,736	13,800	12,000	6,500
Other Operating Expenses	365,347	456,750	429,100	268,380
Total	\$1,445,960	\$1,928,902	\$1,716,600	\$903,671
Program by Fund				
Water Fund (040-4810)	\$1,445,960	\$1,928,902	\$1,716,600	\$903,671
Total Full Time Equivalent Positions	10.00	10.75	10.75	4.70

PROGRAM MISSION

The mission of the Administration program is to provide leadership and back office support so that the Department can successfully meet the requirements of the Safe Drinking Water Act and standards of the Missouri Department of Natural Resources.

Water Engineering

	FY 2022-23 Actual Expenditures	FY 2023-24 Adopted Budget	FY 2023-24 Estimated Expenditures	FY 2024-25 Proposed Budget
Program by Expenditure Category				
Salary	\$0	\$0	\$0	\$447,649
Benefits	-	-	-	226,660
Retiree Health Insurance	-	-	-	-
Internal Services	-	-	-	-
Professional Services	-	-	-	60,900
Equipment	-	-	-	20,000
Other Operating Expenses	-	-	-	54,300
Total	\$0	\$0	\$0	\$809,509
Program by Fund				
Water Fund (040-4811)	\$0	\$0	\$0	\$809,509
Total Full Time Equivalent Positions	0.00	0.00	0.00	6.65

Water Construction

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
	Actual	Adopted	Estimated	Proposed
Program by Expenditure Category	Expenditures	Budget	Expenditures	Budget
Salary	\$0	\$0	\$0	\$185,657
Benefits	-	-	-	88,162
Retiree Health Insurance	-	-	-	-
Internal Services	-	-	-	13,800
Professional Services	-	-	-	26,000
Equipment	-	-	-	-
Other Operating Expenses	-	-	-	26,300
Total	\$0	\$0	\$0	\$339,919
Program by Fund				
Water Fund (040-4812)	\$0	\$0	\$0	\$339,919
Total Full Time Equivalent Positions	0.00	0.00	0.00	3.80

Water Maintenance

	FY 2022-23 Actual Expenditures	FY 2023-24 Adopted Budget	FY 2023-24 Estimated Expenditures	FY 2024-25 Proposed Budget
Program by Expenditure Category				
Salary	\$0	\$0	\$0	\$33,226
Benefits	-	-	-	12,581
Retiree Health Insurance	-	-	-	-
Internal Services	-	-	-	-
Professional Services	-	-	-	130,000
Equipment	-	-	-	-
Other Operating Expenses	-	-	-	2,844,000
Total	\$0	\$0	\$0	\$3,019,807
Program by Fund				
Water Fund (040-4815)	\$0	\$0	\$0	\$3,019,807
Total Full Time Equivalent Positions	0.00	0.00	0.00	0.33

Water Field Service

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
Program by Expenditure Category	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Salary	\$635,358	\$721,688	\$611,500	\$667,602
Benefits	304,710	351,101	321,900	330,250
Retiree Health Insurance	-	-	-	-
Internal Services	-	-	-	-
Professional Services	2,811	7,500	4,000	11,100
Equipment	44,277	484,000	164,000	161,000
Other Operating Expenses	34,442	63,200	365,250	518,300
Total	\$1,021,598	\$1,627,489	\$1,466,650	\$1,688,252
Program by Fund				
Water Fund (040-4821)	\$1,021,598	\$1,627,489	\$1,466,650	\$1,688,252
Total Full Time Equivalent Positions	9.00	10.00	10.00	9.00

MISSION

The mission of the Water Field Service Division is to provide an onsite response to customer inquiries and requests in addition to installing and maintaining meters for over 49,657 customers so that consumption levels are accurate and service line leaks can be identified for repair.

Water

Customer Service

Program by Expenditure Category	FY 2022-23 Actual Expenditures	FY 2023-24 Adopted Budget	FY 2023-24 Estimated Expenditures	FY 2024-25 Proposed Budget
Salary	\$1,308,303	\$1,437,612	\$1,257,707	\$1,375,897
Benefits	583,890	693,298	566,000	614,366
Retiree Health Insurance	-	-	-	-
Internal Services	-	-	-	-
Professional Services	264,706	1,565,000	650,000	1,631,000
Equipment	18,142	32,000	17,000	142,000
Other Operating Expenses	679,533	1,153,000	1,157,100	1,298,300
Total	\$2,854,575	\$4,880,910	\$3,647,807	\$5,061,563
Program by Fund				
Water Fund (040-4822)	\$2,854,575	\$4,880,910	\$3,647,807	\$5,061,563
Total Full Time Equivalent Positions	25.75	27.75	27.75	26.50

MISSION

The mission of Customer Service is to accurately issue utility bills to all City water, sewer and electric customers and to operate a customer service center for all billing inquiries.

Water Production

	FY 2022-23 Actual Expenditures	FY 2023-24 Adopted Budget	FY 2023-24 Estimated Expenditures	FY 2024-25 Proposed Budget
Program by Expenditure Category				
Salary	\$1,403,570	\$1,555,319	\$1,333,900	\$1,375,389
Benefits	604,992	770,441	627,700	689,396
Retiree Health Insurance	-	-	-	-
Internal Services	-	2,300	2,300	2,300
Professional Services	163,576	549,600	260,600	212,600
Equipment	109,797	99,000	77,051	155,000
Other Operating Expenses	5,025,843	6,782,800	6,602,330	5,625,900
Total	\$7,307,779	\$9,759,460	\$8,903,881	\$8,060,585
Program by Fund				
Water Fund (040-4830)	\$7,307,779	\$9,759,460	\$8,903,881	\$8,060,585
Total Full Time Equivalent Positions	24.75	21.50	21.50	18.50

MISSION

The mission of Production is to operate and maintain the Courtney Bend Water Treatment Plant so that up to 48-million gallons of water, that meets or exceeds all federal and state standards, can be pumped daily.

Water Laboratory

Program by Expenditure Category	FY 2022-23 Actual Expenditures	FY 2023-24 Adopted Budget	FY 2023-24 Estimated Expenditures	FY 2024-25 Proposed Budget
Salary	\$0	\$0	\$0	\$183,571
Benefits	-	-	-	66,350
Retiree Health Insurance	-	-	-	-
Internal Services	-	-	-	-
Professional Services	-	-	-	13,500
Equipment	-	-	-	-
Other Operating Expenses	-	-	-	72,600
Total	\$0	\$0	\$0	\$336,021
Program by Fund				
Water Fund (040-4831)	\$0	\$0	\$0	\$336,021
Total Full Time Equivalent Positions	0.00	0.00	0.00	2.95

Water

Transmission and Distribution

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
Program by Expenditure Category	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Salary	\$1,577,036	\$1,975,042	\$1,777,300	\$2,189,144
Benefits	758,388	1,052,672	809,000	948,394
Retiree Health Insurance	-	-	-	-
Internal Services	-	-	2,000	12,000
Professional Services	318,001	325,000	325,000	374,200
Equipment	325,928	409,000	365,000	97,000
Other Operating Expenses	1,755,547	2,330,050	2,329,345	2,411,350
Total	\$4,734,900	\$6,091,764	\$5,607,645	\$6,032,088
Program by Fund				
Water Fund (040-4840)	\$4,734,900	\$6,091,764	\$5,607,645	\$6,032,088
Total Full Time Equivalent Positions	27.50	27.50	27.50	30.50

MISSION

The mission of the Transmission and Distribution Division is to engineer, construct, and maintain 766 miles of water main pipe so that water is distributed to the customers with consistent pressure and minimal loss of treated water.

Water

Non-Departmental

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
Program by Expenditure Category	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Salary	\$10,695	\$16,270	\$14,700	\$32,653
Benefits	244,069	261,227	315,100	196,802
Retiree Health Insurance	348,628	364,000	325,000	360,000
Internal Services	4,359,117	4,239,843	4,239,843	5,648,610
Professional Services	30,242	-	-	-
Equipment	501	-	-	-
Other Operating Expenses	3,542,249	3,574,570	3,576,770	4,137,342
Total	\$8,535,500	\$8,455,910	\$8,471,413	\$10,375,407
Program by Fund				
Water Fund (040-6540)	\$8,535,500	\$8,455,910	\$8,471,413	\$10,375,407
Total Full Time Equivalent Positions	1.57	0.20	0.20	0.20

Municipal Services Capital Projects

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
Program by Expenditure Category	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
General Fund (002,057)	\$ -	\$ -	\$ -	\$ 260,000
Street Improvements Sales Tax (011 051)	4,899,900	21,798,746	12,000,000	10,745,086
Stormwater Sales Tax (013 058)	782,735	3,470,000	1,300,000	7,583,017
Sanitary Sewer (030 031)	664,695	6,330,000	1,000,000	5,505,000
Water (040 041)	1,231,231	8,050,000	9,700,000	9,380,000
Total	\$ 7,578,559	\$39,648,746	\$ 24,000,000	\$ 33,473,103

Capital Projects for FY 2023-24

Project Title and Number	Amount
Springbranch Garage Complex - #57202	\$260,000
Bridge Program #112502	100,000
Sidewalks Program - #112503	100,000
Independence Historic Trails Phase I - #112406	100,000
Fairmount Loop Trail - #112501	150,000
Emergency Transportation Projects - #112203	175,000
Dump Truck - #112504	225,000
Traffic Signal Structure Replacement - #112204	250,000
Springbranch Garage Complex - #112410	260,000
Winner Rd Complete Streets - #112403	700,000
Noland Multimodal Corridor - #112402	800,000
Truman Connected Phase II - #112401	990,000
US 24 Hwy Phase III - #112208	1,000,000
23rd St Complete Streets - #112111	1,295,086
Pavement Preventative Maintenance Operations - #112201	4,600,000
Bundschu Regional Detention Basin - #132501	160,000
Trenchless Technologies - #130508	200,000
Emergency Projects - #131802	250,000
Springbranch Garage Complex - #132410	260,000
Woodbury at E 25th St S - #132401	500,000
Leslie to Crane at Hereford Stormwater - #132201	1,511,000
Rock Creek Watershed Pipe Repair & Replacement - #132402	2,100,000
Rockwood Storm Drainage Improvements - #132202	2,602,017
Sanitary Sewer Evaluation Survey - #302101	100,000
Pump Stations Improvements & Maintenance - #302103	150,000

FY 2024-25 PROPOSED BUDGET

Neighborhood Projects - #302004	150,000
Sanitary Sewer Main Relocations from Streambanks - #302203	300,000
Camera Truck - #302501	375,000
Trenchless Technology - #9757	500,000
Sludge Thickening Process Improvements - #302301	800,000
Upper Adair Interceptor - #302201	1,000,000
Springbranch Garage Complex - #302410	2,130,000
Sludge House Piping Improvements - #402403	100,000
Chlorinator Improvements - #402502	100,000
Evaporator Improvements - #402503	100,000
Vehicle Replacement - #402506	150,000
Basin Drive Improvements - #402108	250,000
M-291 Wellfield Header - #402504	300,000
Future Production Wells - #401003	500,000
Horizontal Collector Wheel Rehab - #402501	750,000
Springbranch Garage Complex - #402410	2,130,000
Main Replacement Program - #9749	5,000,000
	\$33,473,103

Municipal Services

Debt

Program by Expenditure Category	FY 2022-23 Actual Expenditures	FY 2023-24 Adopted Budget	FY 2023-24 Estimated Expenditures	FY 2024-25 Proposed Budget
Debt Service	\$10,511,909	\$10,571,862	\$10,571,862	\$10,531,114
Program by Fund				
Street Improvements Sales Tax (011)	\$1,784,575	\$1,787,946	\$1,787,946	\$1,754,897
Sanitary Sewer (030)	6,221,846	6,242,978	6,242,978	6,240,079
Water Fund (040)	2,505,487	2,540,938	2,540,938	2,536,138
Total	\$10,511,909	\$10,571,862	\$10,571,862	\$10,531,114

Debt Issuance

Issue 2012B - Sanitary Sewer

Principal	\$0	\$0	\$0	\$0
Interest	-	-	-	-
Fees	-	-	-	-
Total	\$0	\$0	\$0	\$0

Issue 2013C - Sanitary Sewer

Principal	\$0	\$0	\$0	\$0
Interest	-	-	-	-
Fees	2,501	-	-	-
Total	\$2,501	\$0	\$0	\$0

Issue 2014C - Sanitary Sewer

Principal	\$325,000	\$345,000	\$345,000	\$360,000
Interest	738,642	724,600	724,600	706,975
Fees	1,282	5,000	5,000	5,000
Total	\$1,064,924	\$1,074,600	\$1,074,600	\$1,071,975

Issue 2021 A&B - Sanitary Sewer

Principal	\$3,210,000	\$3,270,000	\$3,270,000	\$3,335,000
Interest	1,938,172	1,888,378	1,888,378	1,823,104
Fees	6,250	10,000	10,000	10,000
Total	\$5,154,422	\$5,168,378	\$5,168,378	\$5,168,104

Lease Purchase 19LP - Street Sales Tax

Principal	\$1,310,000	\$1,345,000	\$1,345,000	\$1,385,000
Interest	434,148	402,446	402,446	369,897
Fees	-	-	-	-
Total	\$1,744,148	\$1,747,446	\$1,747,446	\$1,754,897

Lease Purchase 031 - Street Sales Tax

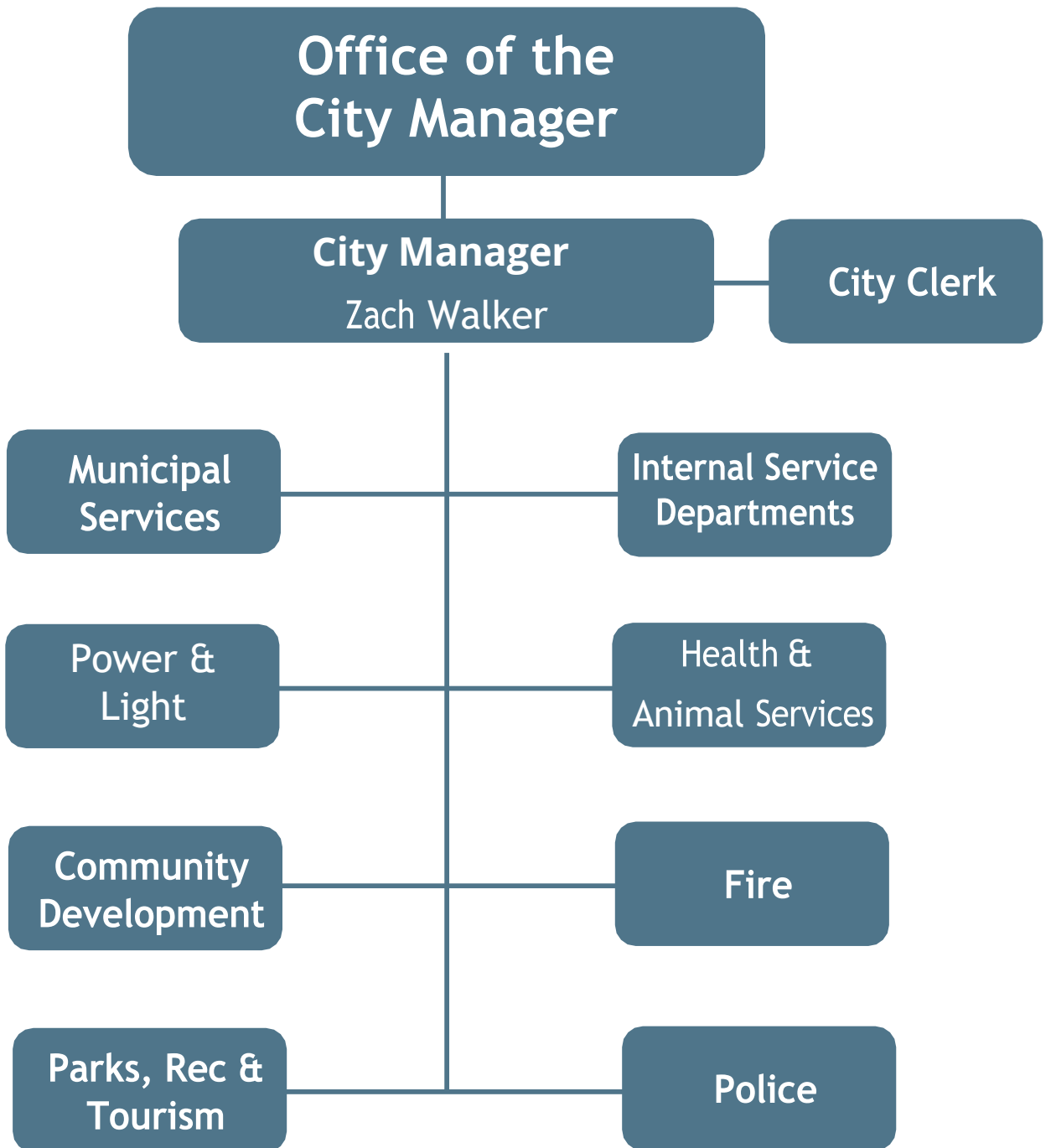
Principal	\$35,931	\$37,000	\$37,000	\$38,100
Interest	4,496	3,500	3,500	2,400
Fees	-	-	-	-
Total	\$40,427	\$40,500	\$40,500	\$40,500

Issue 2013D - Water

Principal	\$1,785,000	\$1,880,000	\$1,880,000	\$1,950,000
Interest	718,487	652,938	435,292	578,138
Fees	2,000	8,000	500	8,000
Total	\$2,505,487	\$2,540,938	\$2,315,792	\$2,536,138



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Office of the City Manager

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Department Programs				
City Manager (4021)	\$730,790	\$946,995	\$1,027,875	\$974,063
PIO (4022)	\$340,636	\$0	\$1,768	\$0
Emergency Preparedness (4023)	92,001	345,484	283,535	349,231
City Clerk (4012)	\$0	\$0	\$333,679	\$403,693
Total	\$1,163,427	\$1,292,479	\$1,646,858	\$1,726,987

Department by Expenditure Category

Salaries	\$656,019	\$662,257	\$728,800	\$761,100
Benefits	256,239	251,021	292,371	298,191
Retiree Health Insurance	57,610	65,000	70,000	97,000
Internal Services	80,698	219,155	267,131	234,200
Professional Services	22,568	3,000	193,000	238,000
Equipment	5,711	4,721	4,500	4,721
Debt	-	-	-	-
Other Operating Expenses	84,581	87,325	91,055	93,775
Total	\$1,163,427	\$1,292,479	\$1,646,858	\$1,726,987

Department by Fund

General Fund (002)	\$1,163,427	\$1,292,479	\$1,646,858	\$1,726,987
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Full-Time Equivalent Employees

General Fund (002)	9.00	9.25	9.25	9.25
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DEPARTMENT MISSION

The City Manager is the Chief Administrative Officer of the City government, exercising direction over all municipal operations. The Office of the City Manager is comprised of the City Manager and Public Information Officer departments.

Office of the City Manager

City Manager

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
Program by Expenditure Category	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Salaries	\$417,510	\$516,243	\$599,300	\$523,750
Benefits	153,630	197,836	204,300	200,147
Retiree Health Insurance	57,610	65,000	60,000	66,000
Internal Services	57,033	124,770	124,770	128,370
Professional Services	12,553	-	-	25,000
Equipment	5,441	4,721	3,500	4,721
Debt	-	-	-	-
Other Operating Expenses	27,012	38,425	36,005	26,075
Total	\$730,790	\$946,995	\$1,027,875	\$974,063
Program by Fund				
General Fund (002-4021)	\$730,790	\$946,995	\$1,027,875	\$974,063
Total Full Time Equivalent Positions*	3.50	6.75	6.75	6.75

PROGRAM MISSION

The mission of the City Manager is to serve as the Chief Administrative Officer of the City government so that Mayor and City Council-directed policies are implemented and city services are delivered efficiently and effectively.

** Excludes headcount that is allocated to other departments.*

Office of the City Manager

Public Information Office

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
Program by Expenditure Category	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Salary	\$230,943	\$0	\$0	\$0
Benefits	78,015	-	-	-
Retiree Health Insurance	-	-	-	-
Internal Services	2,768	-	1,768	-
Professional Services	-	-	-	-
Equipment	-	-	-	-
Other Operating Expenses	28,910	-	-	-
Total	\$340,636	\$0	\$1,768	\$0
Program by Fund				
General Fund (002-4022)	\$340,636	\$0	\$1,768	\$0
Total Full Time Equivalent Positions*	3.00	0.00	0.00	0.00

SIGNIFICANT BUDGET CHANGES

The Communications Department (PIO) has moved into the Internal Service Fund beginning FY 2023-24

Office of the City Manager

Emergency Preparedness

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
Program by Expenditure Category	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Salaries	\$7,567	\$146,014	\$79,500	\$149,992
Benefits	24,594	53,185	55,000	55,829
Retiree Health Insurance	-	-	-	-
Internal Services	20,897	94,385	98,685	86,510
Professional Services	10,015	3,000	3,000	3,000
Equipment	270	-	-	-
Other Operating Expenses	28,659	48,900	47,350	53,900
Total	\$92,001	\$345,484	\$283,535	\$349,231
Program by Fund				
General Fund (002-4023)	\$92,001	\$345,484	\$283,535	\$349,231
Total Full Time Equivalent Positions	2.50	2.50	2.50	2.50

PROGRAM MISSION

The mission of the Emergency Preparedness Division is to protect and serve our community by preparing for the unexpected and ensuring a swift, coordinated, and effective response to emergencies of all kinds.

ACCOMPLISHMENTS

Awarded \$220,000 dollars in grant funds

Fully implemented our remote activated and automated outdoor warning siren system (NWS)

Completed the COOP plans for each City Department

Applied for additional COVID-19 assistance grants

Participated in and led several City, region and state-wide exercises

Is an ongoing stakeholder in several of the MRCKC projects

Office of the City Manager

City Clerk

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
Program by Expenditure Category	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Salaries	\$0	\$0	\$50,000	\$87,358
Benefits	-	-	33,071	42,215
Retiree Health Insurance	-	-	10,000	31,000
Internal Services	-	-	41,908	19,320
Professional Services	-	-	190,000	210,000
Equipment	-	-	1,000	-
Other Operating Expenses	-	-	7,700	13,800
Total	\$0	\$0	\$333,679	\$403,693
Program by Fund				
General Fund (002-4023)	\$0	\$0	\$333,679	\$403,693
Total Full Time Equivalent Positions	0.00	0.00	1.00	1.00

PROGRAM MISSION

The mission of the City Clerk is to manage and record the official proceedings of the City of Independence so that the official business of the City is duly recorded and maintained.

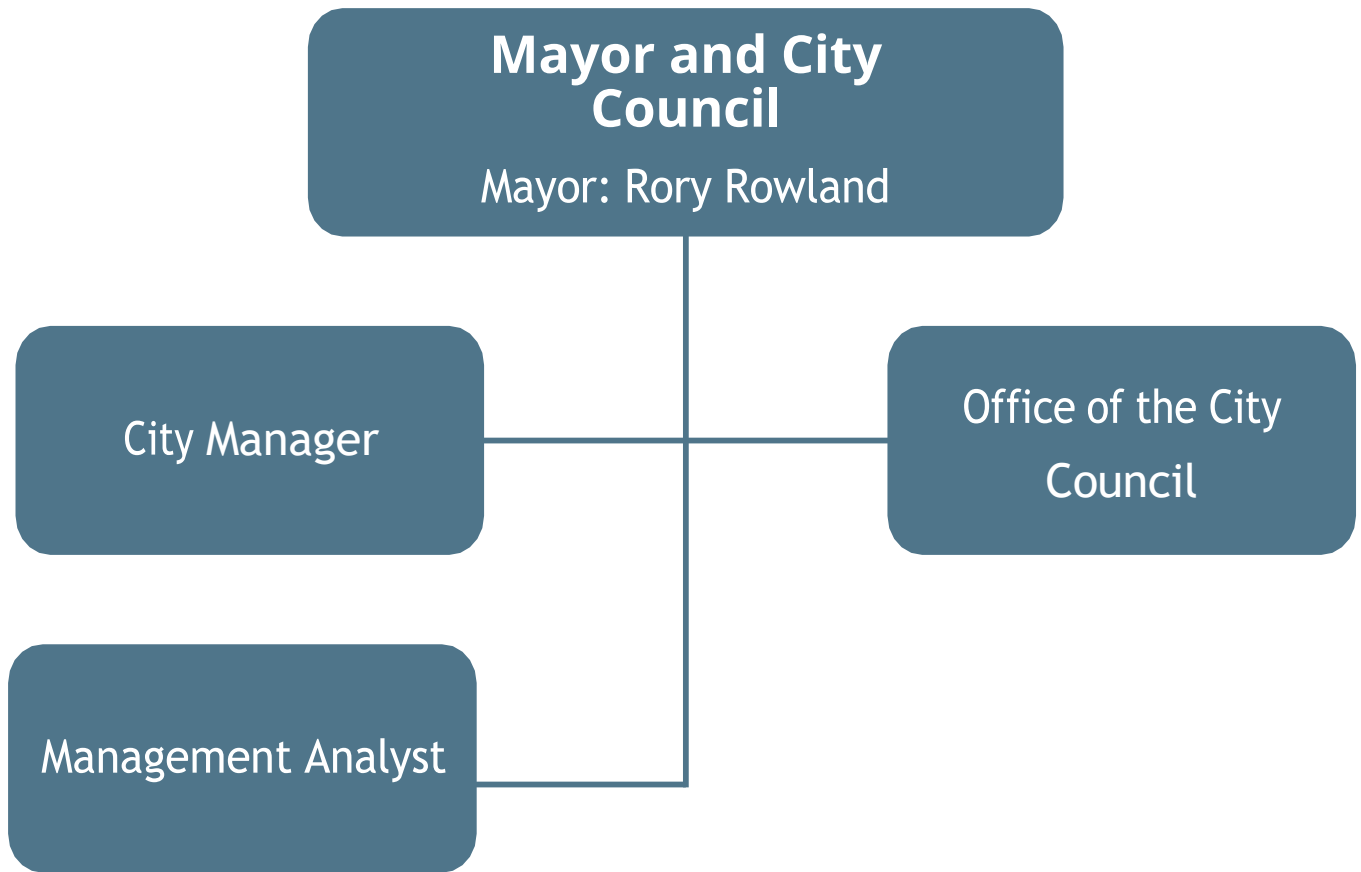
ACCOMPLISHMENTS

In working with all departments, we have streamlined the records request process, and become more consistent when it comes to open records requests. Our current processes are more closely aligned with the Missouri Sunshine Law and the Independence City Code. This continues to be a focus in FY 23/24 to continue to improve this process.

The Clerk's Office has tackled some big projects when it comes to converting paper records into electronic records. This creates efficiencies when it comes to pulling older records for staff and the public.

Strategic Plan Connection

Our primary connection to the Independence Action Plan is being Customer Focused with effective engagement with the community. Updates to the records request process has resulted in faster and more frequent responses to the requestor, and a one stop shop for obtaining public records



Offices of the Mayor and City Council

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
	Actual	Adopted	Estimated	Proposed
Department Programs	Expenditures	Budget	Expenditures	Budget
Mayor (4004)	\$188,479	\$0	\$0	\$0
City Council (4002)	452,593	1,174,882	742,573	817,002
Management Analyst (4003)	78,556	-	-	-
City Clerk (4012)	470,436	-	-	-
Total	\$1,190,065	\$1,174,882	\$742,573	\$817,002

Department by Expenditure Category

Salaries	\$535,087	\$391,011	\$328,500	\$338,014
Benefits	\$264,391	\$245,490	\$175,825	\$201,728
Retiree Health Insurance	\$47,565	\$46,000	\$25,600	\$18,700
Internal Services	\$93,255	\$131,771	\$120,350	\$194,960
Professional Services	\$202,241	\$300,000	\$52,644	\$17,000
Equipment	\$5,214	\$2,500	\$1,685	\$2,500
Other Operating Expenses	42,311	58,110	37,969	44,100
Total	\$1,190,065	\$1,174,882	\$742,573	\$817,002

Department by Fund

General Fund (002)	\$1,190,065	\$1,174,882	\$742,573	\$817,002
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Full-Time Equivalent Employees

General Fund (002)	11.00	11.00	11.00	9.00
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DEPARTMENT MISSION

Process, record, and report all transactions in a timely and accurate manner using sound business practices and methods. In performing our mission, we will maintain a well-trained staff and utilize the tools provided by the City to their greatest advantage.

Offices of the Mayor and City Council

Office of the Mayor

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
Program by Expenditure Category	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Salaries	\$84,853	\$0	\$0	\$0
Benefits	36,489	-	-	-
Retiree Health Insurance	5,917	-	-	-
Internal Services	37,190	-	-	-
Professional Services	-	-	-	-
Equipment	3,529	-	-	-
Other Operating Expenses	20,501	-	-	-
Total	\$188,479	\$0	\$0	\$0
Program by Fund				
General Fund (002-4004)	\$188,479	\$0	\$0	\$0
Total Full Time Equivalent Positions	1.00	0.00	0.00	0.00

PROGRAM MISSION

The mission of the Mayor is to serve as the presiding officer of the City Council, as provided by the City Charter. As the presiding officer, the Mayor works with other members of the City Council to enact legislation and make appointments to various advisory boards and commissions.

Offices of the Mayor and City Council

City Council

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
Program by Expenditure Category	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Salary	\$260,081	\$391,011	\$328,500	\$338,014
Benefits	140,487	245,490	175,825	201,728
Retiree Health Insurance	13,842	46,000	25,600	18,700
Internal Services	28,807	131,771	120,350	194,960
Professional Services	125	300,000	52,644	17,000
Equipment	1,685	2,500	1,685	2,500
Other Operating Expenses	7,566	58,110	37,969	44,100
Total	\$452,593	\$1,174,882	\$742,573	\$817,002
Program by Fund				
General Fund (002-4002)	\$452,593	\$1,174,882	\$742,573	\$817,002
Total Full Time Equivalent Positions	7.00	11.00	11.00	9.00

MISSION

The mission of the City Council is to enact legislation that protects the health, peace, property, and general welfare of the citizens of the City of Independence. The Council consists of four members elected by the voters of the Council District, and two members elected at-large, or by all Independence voters.

Offices of the Mayor and City Council

City Clerk

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
Program by Expenditure Category	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Salary	\$137,625	\$0	\$0	\$0
Benefits	61,730	-	-	-
Retiree Health Insurance	27,807	-	-	-
Internal Services	26,914	-	-	-
Professional Services	202,116	-	-	-
Equipment	-	-	-	-
Other Operating Expenses	14,244	-	-	-
Total	\$470,436	\$0	\$0	\$0
Program by Fund				
General Fund (0024012)	\$470,436	\$0	\$0	\$0
Total Full Time Equivalent Positions	2.00	0.00	0.00	0.00

MISSION

The mission of the City Clerk is to manage and record the official proceedings of the City of Independence so that the official business of the City is duly recorded and maintained.

SIGNIFICANT BUDGET CHANGES

This org was consolidated with the City Council org as of the FY 23-24 budget and has been transferred to the Office of the City Manager as of December 2023.

Offices of the Mayor and City Council Management Analyst

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
Program by Expenditure Category	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Salary	\$52,527	\$0	\$0	\$0
Benefits	25,685	-	-	-
Retiree Health Insurance	0	-	-	-
Internal Services	344	-	-	-
Professional Services	-	-	-	-
Equipment	-	-	-	-
Other Operating Expenses	0	-	-	-
Total	\$78,556	\$0	\$0	\$0
Program by Fund				
General Fund (002-4003)	\$78,556	\$0	\$0	\$0
Total Full Time Equivalent Positions	1.00	0.00	0.00	0.00

MISSION

The mission of the Management Analyst program is to systematically and continuously examine all works of the City in order to identify opportunities to reduce costs, increase program efficiency, improve program effectiveness, and enhance professionalism of the administration of the City.

SIGNIFICANT BUDGET CHANGES

This org has been consolidated with the City Council, Mayor and City Clerk into one org. Expenditures will now be budgeted and recorded in org 4002.



Fire

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
Department Programs	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Administration (4611)	\$2,346,150	\$2,486,579	\$2,766,681	\$3,555,061
Operations (4621)	21,517,951	20,615,343	23,790,815	19,757,868
Emergency Medical Services (4622)	241,614	231,121	346,417	404,243
Fire Prevention (4631)	985,577	982,288	1,014,177	900,107
Maintenance (4641)	81,335	71,276	86,076	100,410
Training (4651)	91,896	17,523	73,173	69,360
Emergency Preparedness (4661,4650)	319,002	59,629	48,439	-
Sales Tax (4671)	4,023,811	10,264,971	8,454,098	15,234,937
Total	\$29,607,335	\$34,728,729	\$36,579,875	\$40,021,986

Department by Expenditure Category

Salaries	\$15,625,805	\$16,145,564	\$18,128,900	\$17,335,508
Benefits	8,594,169	8,994,409	9,428,900	8,821,498
Retiree Health Insurance	1,271,924	1,278,000	1,400,000	1,600,000
Internal Services	1,159,326	1,566,131	1,599,931	2,673,330
Professional Services	37,225	255,000	394,260	277,800
Equipment	1,569,542	3,068,350	2,062,150	1,523,600
Other Operating Expenses	1,208,118	1,523,538	1,523,649	2,291,350
Capital Expenditures	-	1,800,000	1,800,000	-
Transfers Out to Capital Projects	-	-	-	5,450,000
Debt Service	141,225	97,736	242,084	48,900
Total	\$29,607,335	\$34,728,729	\$36,579,875	\$40,021,986

Department by Fund

General Fund (002)	\$25,373,694	\$24,404,130	\$28,077,339	\$24,787,049
Grant Fund (015)	209,830	59,629	48,439	-
Fire Protection Sales Tax (017)	4,023,811	10,264,971	8,454,098	15,234,937
Fire Improvements Fund (053)	-	-	-	5,450,000
Total	\$29,607,335	\$34,728,729	\$36,579,875	\$40,021,986

Full-Time Equivalent Employees

General Fund (002)	174.50	175.00	175.00	177.00
Grant Fund (015)	0.00	0.00	0.00	0.00
Fire Protection Sales Tax (017)	24.00	29.00	29.00	29.00
Total	198.50	204.00	204.00	204.00

DEPARTMENT MISSION

The Independence Fire Department will meet the challenges of present and future community needs through pro-active leadership, dedication to our core values, provision of quality All-Hazard emergency services, and community risk-reduction strategies in an efficient and effective manner.

Fire

Administration

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
Program by Expenditure Category	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Salaries	\$248,359	\$253,172	\$253,300	\$279,484
Benefits	125,196	132,944	100,950	93,637
Retiree Health Insurance	1,271,924	1,278,000	1,400,000	1,600,000
Internal Services	428,444	788,963	789,363	1,546,640
Professional Services	5,786	9,000	160,000	9,000
Equipment	-	-	-	-
Other Operating Expenses	266,442	24,500	63,068	26,300
Total	\$2,346,150	\$2,486,579	\$2,766,681	\$3,555,061

Program by Fund

General Fund (002-4611)	\$2,346,150	\$2,486,579	\$2,766,681	\$3,555,061
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Total Full Time Equivalent Positions

General Fund (002-4611)	3.00	3.00	3.00	2.00
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PROGRAM MISSION

The Administration Division is responsible for the overall management of the department and ensures that strategic goals and objectives meet the visions and mission of the department.

Fire Operations

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
Program by Expenditure Category	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Salary	13,367,564	12,505,994	15,206,700	11,694,017
Benefits	7,484,082	7,503,012	7,975,300	7,308,711
Retiree Health Insurance	-	-	-	-
Internal Services	608,133	545,537	545,537	694,440
Professional Services	-	-	-	-
Equipment	-	-	-	-
Other Operating Expenses	33,776	36,300	38,778	36,300
Debt Service	24,397	24,500	24,500	24,400
Total	21,517,951	20,615,343	23,790,815	19,757,868
Program by Fund				
General Fund (002-4621)	21,517,951	20,615,343	23,790,815	19,757,868
Total Full Time Equivalent Positions				
General Fund (002-4621)	160.00	162.00	162.00	166.00

MISSION

The mission of the Fire Operations Division is to serve the emergent needs of the community with response to emergency medical calls, fires, explosions, bomb threats, vehicle accidents, homeland security terrorism, hazardous chemical spills, and other emergency calls.

Fire

Emergency Medical Services

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
Program by Expenditure Category	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Salary	\$114,949	\$118,135	\$181,300	\$207,242
Benefits	53,890	65,269	91,950	99,281
Retiree Health Insurance	-	-	-	-
Internal Services	5,741	1,967	16,667	51,970
Professional Services	27,705	-	150	-
Equipment	-	-	-	-
Other Operating Expenses	39,329	45,750	56,350	45,750
Total	\$241,614	\$231,121	\$346,417	\$404,243
Program by Fund				
General Fund (002-4622)	\$241,614	\$231,121	\$346,417	\$404,243
Total Full Time Equivalent Positions				
General Fund (002-4622)	1.00	2.00	2.00	2.00

MISSION

The Emergency Medical Services (EMS) and Wellness Division is responsible for the training and operation of emergency medical services to ensure firefighters can provide basic and advanced life support measures to the citizens.

Fire Prevention

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
Program by Expenditure Category	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Salary	\$630,249	\$645,518	\$668,200	\$561,328
Benefits	262,109	272,379	263,100	265,909
Retiree Health Insurance	-	-	-	-
Internal Services	54,050	54,891	73,591	59,370
Professional Services	-	-	-	-
Equipment	-	-	-	-
Other Operating Expenses	39,170	9,500	9,286	13,500
Total	\$985,577	\$982,288	\$1,014,177	\$900,107

Program by Fund

General Fund (002-4631)	\$985,577	\$982,288	\$1,014,177	\$900,107
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Total Full Time Equivalent Positions

General Fund (002-4631)	8.00	8.00	8.00	7.00
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MISSION

The Fire Prevention Division provides for the safety of the residents through inspection of new businesses within the city, fire code enforcement, plan reviews, fire safety education, fire investigation, and the re-inspection of all violations found during company inspections.

Fire Maintenance

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
Program by Expenditure Category	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Salary	\$0	\$0	\$0	\$0
Benefits	-	-	-	-
Retiree Health Insurance	-	-	-	-
Internal Services	19,836	18,576	18,576	37,710
Professional Services	-	-	-	-
Equipment	-	-	-	-
Other Operating Expenses	61,498	52,700	67,500	62,700
Total	\$81,335	\$71,276	\$86,076	\$100,410
Program by Fund				
General Fund (002-4641)	\$81,335	\$71,276	\$86,076	\$100,410
Total Full Time Equivalent Positions				
General Fund (002-4641)	0.00	0.00	0.00	0.00

MISSION

The Maintenance Division manages the service, preventative maintenance, and replacement programs for all staff vehicles, fire apparatus, facilities, and equipment.

Fire

Training and Professional Development

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Program by Expenditure Category				
Salary	\$56,010	\$5,000	\$49,000	\$44,000
Benefits	22,912	-	10,400	-
Retiree Health Insurance	-	-	-	-
Internal Services	9,722	12,023	12,023	24,360
Professional Services	-	-	-	-
Equipment	-	-	-	-
Other Operating Expenses	3,251	500	1,750	1,000
Total	\$91,896	\$17,523	\$73,173	\$69,360
Program by Fund				
General Fund (002-4651)	\$91,896	\$17,523	\$73,173	\$69,360
Total Full Time Equivalent Positions				
General Fund (002-4651)	0.00	0.00	0.00	0.00

MISSION

The Training/Professional Development Division provides training which promotes safe, effective, and efficient emergency response to the community.

Fire

Emergency Preparedness

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
Program by Expenditure Category	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Salary	\$160,274	\$6,818	\$0	\$0
Benefits	25,388	4,372	-	-
Retiree Health Insurance	-	-	-	-
Internal Services	-	-	-	-
Professional Services	1,063	8,200	8,200	-
Equipment	68,314	2,150	2,150	-
Other Operating Expenses	63,962	38,088	38,088	-
Total	\$319,002	\$59,629	\$48,439	\$0
Program by Fund				
General Fund (002-4661)	\$109,172	\$0	\$0	\$0
Grant Fund (015-4650)	209,830	\$59,629	\$48,439	\$0
Total	\$319,002	\$59,629	\$48,439	\$0
Total Full Time Equivalent Positions				
General Fund (002-4661)	2.50	0.00	0.00	0.00
Grant Fund (015-4650)	0.00	0.00	0.00	0.00
Total	2.50	0.00	0.00	0.00

MISSION

The Emergency Preparedness Division is responsible for support during times of disaster for all local, state, and federal departments across the spectrum of the emergency management functions, including preparedness, response, prevention, and recovery.

Fire

Sales Tax Program

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Program by Expenditure Category				
Salary	\$1,048,401	\$2,610,927	\$1,770,400	\$4,549,437
Benefits	620,592	1,016,434	987,200	1,053,960
Retiree Health Insurance	-	-	-	-
Internal Services	33,400	144,174	144,174	258,840
Professional Services	2,672	237,800	225,910	268,800
Equipment	1,501,228	3,066,200	2,060,000	1,523,600
Other Operating Expenses	700,690	1,316,200	1,248,829	2,105,800
Capital Improvements	-	1,800,000	1,800,000	-
Transfers Out to Capital Projects	-	-	-	5,450,000
Debt Service	116,828	73,236	217,584	24,500
Total	\$4,023,811	\$10,264,971	\$8,454,098	\$15,234,937
Program by Fund				
Fire Protection Sales Tax (017-4671)	\$4,023,811	\$10,264,971	\$8,454,098	\$15,234,937
Total Full Time Equivalent Positions				
Fire Protection Sales Tax (017-4671)	24.00	29.00	29.00	29.00

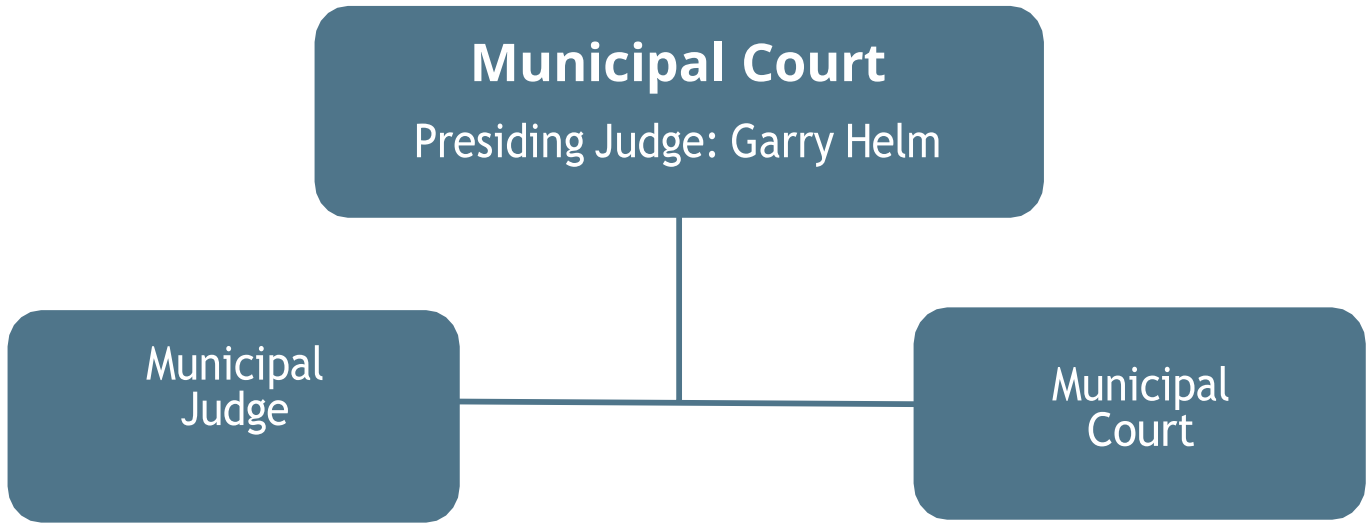
MISSION

The purpose of this cost center is to budget and track expenditures of Fire Protection Sales Tax funds to ensure compliance with the stated goals of this initiative when passed by voters.

Fire

Capital Improvements

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
Program by Expenditure Category	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Capital Improvements	-	-	-	5,450,000
Total	\$0	\$0	\$0	\$5,450,000
Program by Fund				
Fire Improvements Fund (053)	\$0	\$0	\$0	\$5,450,000
Capital Projects for FY 2024-25				
Project Title and Number	Amount			
Aerial Ladder Truck	\$1,350,000			
Fire Pumper	1,050,000			
Parking Area Addition	300,000			
Architectural Design Fees	2,750,000			
	\$5,450,000			



Municipal Court

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
Department Programs	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Municipal Court (4090)	1,529,891	1,579,595	1,610,265	1,733,769
Total	\$ 1,529,891	\$ 1,579,595	\$ 1,610,265	\$ 1,733,769

Department by Expenditure Category

Salaries	\$ 591,343	\$ 628,790	\$ 743,000	\$ 668,740
Benefits	303,751	360,974	\$ 355,500	\$ 373,343
Retiree Health Insurance	40,926	39,000	\$ 35,000	\$ 39,000
Internal Services	466,627	350,435	\$ 350,435	\$ 449,790
Professional Services	81,437	128,931	\$ 85,000	\$ 128,931
Equipment	15,800	2,500	\$ 2,500	\$ 5,000
Other Operating Expenses	30,007	68,965	\$ 38,830	\$ 68,965
Total	\$ 1,529,891	\$ 1,579,595	\$ 1,610,265	\$ 1,733,769

Department by Fund

General Fund (002)	1,529,891	1,579,595	1,610,265	1,733,769
Total	\$ 1,529,891	\$ 1,579,595	\$ 1,610,265	\$ 1,733,769

Full-Time Equivalent Employees

General Fund (002)	14.34	14.34	14.34	14.62
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DEPARTMENT MISSION

The Municipal Court has jurisdiction of cases involving violation of City ordinances; establishes and collects all fines, court costs, and bond money; issues warrants, subpoenas, and orders of commitment; and provides other services as prescribed by the Charter of the City of Independence, Missouri and applicable State Statutes.

SIGNIFICANT PLAN CONNECTION

Municipal Court is operating out of three case management systems. Comain, Incode, and Show Me Courts.

July 1, 2023, the Supreme Court launched Remote Public Access, which means, the public now has "remote access" to certain public documents filed in Missouri court cases via Case.net. This applies only to public documents filed on or after July 1, 2023. The public now can view, download and print these public case documents from their personal computers, tablets or cell phones. This, has in turn has created more steps in Show Me Courts, while we are struggling to stay ahead of the very next week's dockets.

Looking forward to Municipal Court being fully staffed in 24-25. We will be able to process the citations quicker so the public can have access to pay online quicker.

Municipal Court

Municipal Court

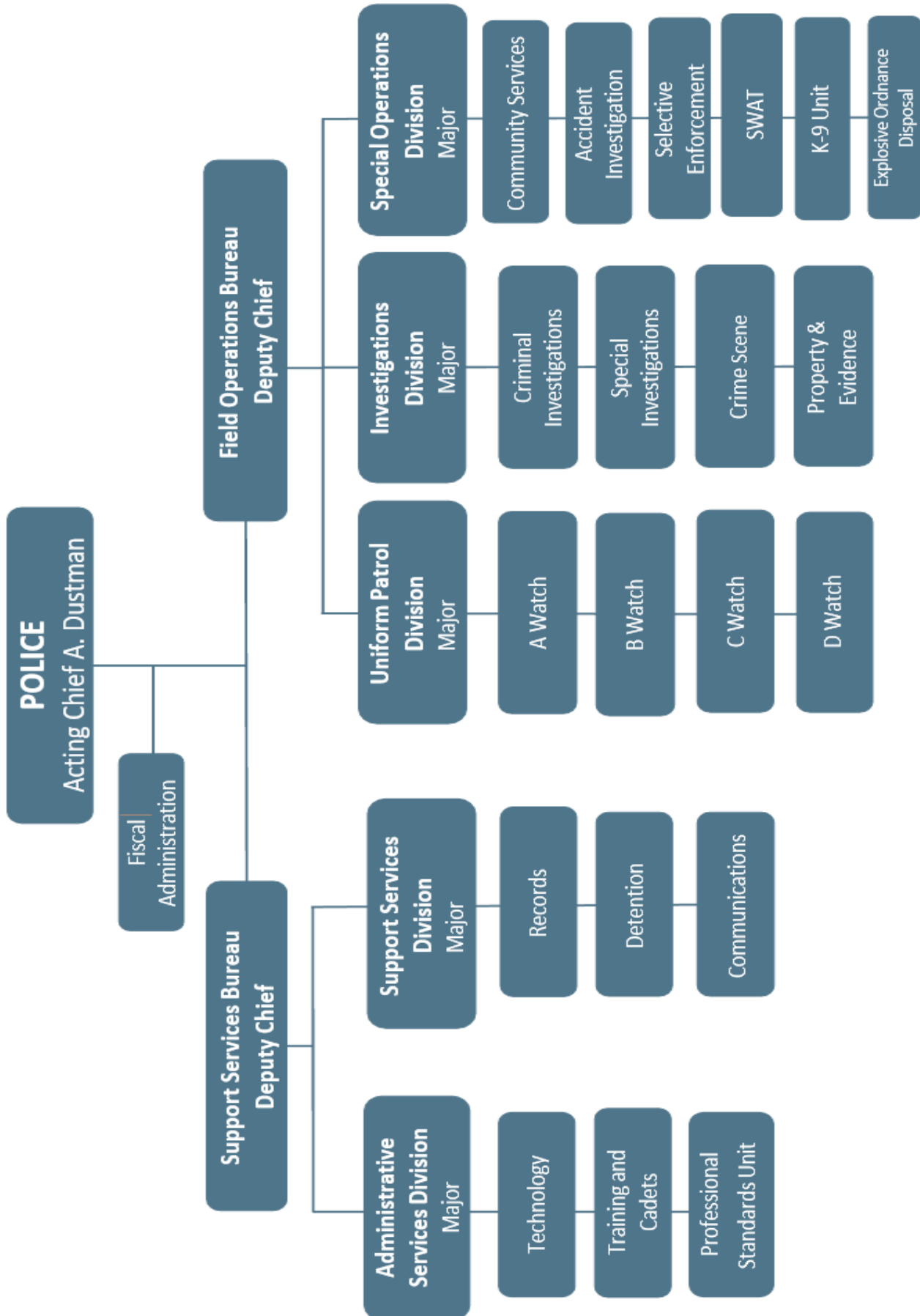
	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
Program by Expenditure Category	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Salaries	\$ 591,343	\$ 628,790	\$ 743,000	\$ 668,740
Benefits	303,751	\$ 360,974	\$ 355,500	\$ 373,343
Retiree Health Insurance	40,926	39,000	35,000	39,000
Internal Services	466,627	350,435	350,435	449,790
Professional Services	81,437	128,931	85,000	128,931
Equipment	15,800	2,500	2,500	5,000
Other Operating Expenses	30,007	68,965	38,830	68,965
Total	\$ 1,529,891	\$ 1,579,595	\$ 1,610,265	\$ 1,733,769
Program by Fund				
General Fund (002-4090)	\$ 1,529,891	\$ 1,579,595	\$ 1,610,265	\$ 1,733,769
Total Full Time Equivalent Positions	14.34	14.34	14.34	14.62

PROGRAM MISSION

The Municipal Court has jurisdiction of cases involving violation of City ordinances; establishes and collects all fines, court costs and bond money; issues warrants, subpoenas, orders of commitment; and provides others services as prescribed by the Charter of the City of Independence, Missouri and applicable State Statutes.



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Police

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
Department Programs	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Chief of Police (002511)	\$6,355,293	\$6,260,443	\$7,133,601	\$7,758,589
Grant Match (002512, 0154550)	1,836,855	719,282	2,235,135	753,185
Training & Equipment (0024513)	1,454,985	1,768,111	1,390,762	1,846,440
Patrol (0024532)	7,772,981	8,715,859	8,250,776	8,683,144
Investigations (0024534)	6,311,396	6,193,757	6,856,197	6,420,753
Tactical Operations (0024535)	1,849,604	2,008,751	2,231,769	2,026,479
Special Enforcement (0024536)	1,775,881	1,745,656	1,976,294	1,827,937
STEP (0024538)	118,375	273,812	271,204	271,079
Community Services (0024539)	1,935,415	2,222,403	2,239,845	2,262,911
Crime Scene (0024542)	588,909	591,078	506,265	568,903
Detention (0024543)	1,684,956	1,859,355	1,648,854	1,847,013
Records (0024544)	1,335,785	1,541,288	1,668,224	1,475,639
Communications Unit (0024545)	2,441,079	2,216,491	2,152,668	2,458,233
Sales Tax Program (0164561:4)	2,177,571	4,817,622	5,592,529	3,555,453
Use Tax Program (0184571)	3,810,070	4,231,251	6,797,372	6,276,670
Capital Improvements (052)	-	-	4,026,594	550,000
Total	\$41,449,155	\$45,165,159	\$54,978,090	\$48,582,424

Department by Expenditure Category

Salaries	\$22,726,334	\$21,005,519	\$23,414,660	\$21,648,162
Benefits	10,918,389	12,744,490	11,827,560	13,062,761
Retiree Health Insurance	1,678,935	1,484,019	1,900,000	2,000,000
Internal Services	2,303,791	3,523,424	3,523,524	5,467,430
Professional Services	869,473	988,200	780,550	986,000
Equipment	1,360,799	1,904,400	3,385,325	2,919,471
Other Operating Expenses	1,556,769	2,092,506	1,808,409	1,926,000
Capital Improvements	-	1,400,000	1,400,000	550,000
Debt	31,223	22,600	22,600	22,600
Total	\$41,445,715	\$45,165,159	\$48,062,627	\$48,582,424

Department by Fund

General Fund (002)	\$33,625,369	\$35,397,004	\$36,326,461	\$37,447,117
Grant Fund (015)	1,836,145	719,282	2,235,135	753,185
Police Sales Tax Fund (016)	2,177,571	4,817,622	5,592,529	3,555,453
Police Use Tax Fund (018)	3,810,070	4,231,251	6,797,372	6,276,670
Police Use Tax Fund (052)	-	-	4,026,594	550,000
Total	\$41,449,155	\$45,165,159	\$54,978,090	\$48,582,424

Full-Time Equivalent Employees

General Fund (002)	289.90	292.20	292.20	292.88
Grant Fund (015)	4.43	4.43	4.43	6.75
Police Sales Tax Fund (016)	0.00	0.00	0.00	0.00
Police Use Tax Fund (018)	31.00	31.00	31.00	32.00
Total	325.33	327.63	327.63	331.63

DEPARTMENT MISSION

The mission of the Independence Police Department is 1) to protect the life, individual liberty, and property of all people within the City of Independence; 2) to lower crime and disorder in the community; 3) to develop and maintain a positive relationship with members of the community; and 4) to foster a positive working environment for police employees.

SIGNIFICANT OPERATIONAL CHANGES

- Eliminated one Police Records Administrator position.
- Filled all but one vacant Command Staff position.
- Added an Electronic Fleet Technician, a System Admin I and II, an Internal Affairs Sergeant, and a Digital Media Officer Position

STRATEGIC PLAN CONNECTION

The Police Department remains committed to finding ways to operate in the most efficient and effective manner. This will include a department-wide review and evaluation in FY 2024-25 to ensure we are structured to remain a High-Performance Organization. The proposed budget will allow for the Police Department to continue succession planning and development to ensure we remain a part of a Well-Planned City.

We will continue to be good stewards of the Police Department funds to find new and innovative ways to stretch budgeted dollars for maximum efficiency. This will ensure we remain a Financially Sustainable Organization.

At the heart of the mission of the Police Department is public safety. We will continue to look at new and creative ways to combat crime and disorder in our city, while increasing the perception of safety for our citizens. We will continue to utilize our outreach efforts and programs to support an Engaged Community. This will ensure we remain focused on maintaining a Safe, Welcoming Community.

Police Chief of Police

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
Program by Expenditure Category	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Salaries	\$1,674,996	\$806,146	\$1,211,000	\$1,046,389
Benefits	1,708,919	1,611,558	1,683,696	1,739,080
Retiree Health Insurance	1,678,935	1,484,019	1,900,000	2,000,000
Internal Services	957,007	2,018,320	2,018,320	2,634,120
Professional Services	136,240	171,900	63,850	167,300
Equipment	10,868	10,000	10,000	5,100
Debt	8,703	-	-	-
Other Operating Expenses	179,625	158,500	246,735	166,600
Total	\$6,355,293	\$6,260,443	\$7,133,601	\$7,758,589

Program by Fund

General Fund (002-4511)	\$6,355,293	\$6,260,443	\$7,133,601	\$7,758,589
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Total Full Time Equivalent Positions

General Fund (002-4511)	17.00	15.00	15.00	16.00
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PROGRAM MISSION

The Office of the Chief of Police is responsible for the overall operation and administration of the department. Responsibilities include technology and fleet management, budget and accounting processes, inventories, professional standards, and recruitment.

ACCOMPLISHMENTS

Filled all but 1 vacant Command Staff position.

Added 1 Internal Affairs Sergeant and 1 Systems Admin II position.

SIGNIFICANT BUDGET CHANGES

Salary and benefits have increased due to the addition of 2 FTEs to this Org.

Retiree Health Insurance has increased by \$515,981 and Work Comp by \$119,400.

Significant increase to Interfund Charges in this Org.

Police Grants

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
Program by Expenditure Category	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Salary	\$1,325,789	\$405,721	\$1,406,377	\$428,016
Benefits	387,000	187,555	382,456	232,169
Retiree Health Insurance	-	-	-	-
Internal Services	710	-	-	-
Professional Services	-	-	-	-
Equipment	54,261	-	327,332	-
Other Operating Expenses	69,094	126,006	118,970	93,000
Total	\$1,836,855	\$719,282	\$2,235,135	\$753,185

Program by Fund

General Fund (002-4512)	\$710	\$0	\$0	\$0
Grant Fund (015-4550)	1,836,145	719,282	2,235,135	753,185
Total	\$1,836,855	\$719,282	\$2,235,135	\$753,185

Total Full Time Equivalent Positions

General Fund (002-4512)	0.00	0.00	0.00	0.00
Grant Fund (015-4550)	4.43	4.43	4.43	6.75
Total	4.43	4.43	4.43	6.75

MISSION

The grants program includes federal and state grant programs to assist the Police Department in maintaining peace and order. The general fund portion of this program is the match needed to receive the grants or the funding gap between the actual cost of the program and the amount available from the grantor agency.

ACCOMPLISHMENTS

IPD was awarded a federal Department of Justice grant for a Body-Worn Camera Implementation Program. The grant will partially cover the purchase of the body worn cameras, plus the addition of three (3) new personnel to assist with and manage the new technology.

SIGNIFICANT BUDGET CHANGES

Total FTEs increased by the additional personnel added through the new Body-Worn Camera grant. Overtime grants are added throughout the fiscal year as they are awarded, and are not included in the proposed budget for the year.

Police Training

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
Program by Expenditure Category	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Salary	\$263,796	\$424,557	\$167,900	\$427,470
Benefits	63,418	223,754	71,560	249,370
Retiree Health Insurance	-	-	-	-
Internal Services	792,603	679,200	679,200	721,400
Professional Services	-	-	-	-
Equipment	-	-	-	-
Other Operating Expenses	335,167	440,600	472,102	448,200
Total	\$1,454,985	\$1,768,111	\$1,390,762	\$1,846,440
Program by Fund				
General Fund (002-4513)	\$1,454,985	\$1,768,111	\$1,390,762	\$1,846,440
Total Full Time Equivalent Positions				
General Fund (002-4513)	8.00	9.00	9.00	9.00

MISSION

The mission of this unit is to coordinate all department training, including mandated Police Officer Standards and Training (POST) certification, federal, state, and City requirements, and all external training activities. This unit is also responsible for the Field Training Officer (FTO) program, and assists with recruiting and hiring for the department.

ACCOMPLISHMENTS

Completed updated First-Line Supervisor Course for all Sergeants.

Identified Power Users and began initial training for Axon Deployment as well as planning for full implementation.

Existing Training Sergeant was promoted to Captain and a new Training Sergeant was installed.

SIGNIFICANT BUDGET CHANGES

The cost of salaries and benefits continue to rise each year.

Central Garage fuel has increased in Supplies, as well as Training and the cost of Vehicle Repairs.

ERP Interfund Charges increased by \$12,550.

Police Patrol

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
Program by Expenditure Category	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Salary	\$5,113,654	\$5,506,072	\$5,275,826	\$5,458,971
Benefits	2,626,445	3,153,928	2,919,221	3,133,773
Retiree Health Insurance	-	-	-	-
Internal Services	30,519	52,059	52,059	87,900
Professional Services	-	-	-	-
Equipment	-	-	1,000	-
Other Operating Expenses	2,363	3,800	2,670	2,500
Total	\$7,772,981	\$8,715,859	\$8,250,776	\$8,683,144

Program by Fund

General Fund (002-4532)	\$7,772,981	\$8,715,859	\$8,250,776	\$8,683,144
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Total Full Time Equivalent Positions

General Fund (002-4532)	89.00	88.00	88.00	86.00
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MISSION

The mission of the Patrol division is to reduce crime and disorder by being the initial responder for all calls from citizens 24 hours per day, 365 days per year.

ACCOMPLISHMENTS

2023/2024 completes one full year of the new Sector deployment. The sector concept will remain, as has had positive feedback from officers and resulted in a more balanced workload and improved it response times.

2023/2024 Patrol remains at full staff.

SIGNIFICANT BUDGET CHANGES

The cost of benefits like health insurance and LAGERS continues to increase.

ERP Interfund Charge increased by \$37,361.

Police

Investigations

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
Program by Expenditure Category	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Salary	\$4,339,426	\$3,978,810	\$4,690,930	\$4,113,570
Benefits	1,903,258	2,127,135	2,076,411	2,199,433
Retiree Health Insurance	-	-	-	-
Internal Services	25,062	44,012	44,012	60,350
Professional Services	9,391	9,000	8,000	8,000
Equipment	23,462	22,700	22,538	22,700
Other Operating Expenses	10,796	12,100	14,306	16,700
Total	\$6,311,396	\$6,193,757	\$6,856,197	\$6,420,753

Program by Fund

General Fund (002-4534)	\$6,311,396	\$6,193,757	\$6,856,197	\$6,420,753
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Total Full Time Equivalent Positions

General Fund (002-4534)	50.15	50.45	50.45	53.25
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MISSION

The Investigations division consists of the Criminal Investigations Unit, the Drug Enforcement Unit, and the Street Crimes Unit. This division is tasked with reactionary as well as proactive investigation of crimes, including homicides, assaults, domestic violence, drug offenses, and burglaries.

ACCOMPLISHMENTS

Added a second full-time Property Room Technician.
 Restaffed and adjusted the mission of the Gun Squad.
 Restaffed and adjusted the mission of the Street Crimes Unit.
 Continued the use of the PIIT (Police Involved Investigation Team). Had a IPD activation for an Officer Involved Shooting in Blue Springs. Utilization of the PIIT was seamless and very successful.
 Identified and began training four (4) additional Arson Investigators due to recent retirements.
 Renewed essential equipment and software that is necessary for the retrieval of evidence and the investigation of many types of crimes.
 Genetec system was implemented in the interview rooms and Detectives were trained on the new system.

SIGNIFICANT BUDGET CHANGES

The cost of salaries and benefits continues to rise.
 Operating Supplies increased \$2,200 for investigative programs.
 ERP Interfund Charge increased by \$17,558.

Police

Tactical Operations

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
Program by Expenditure Category	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Salary	\$1,245,170	\$1,306,334	\$1,495,000	\$1,314,752
Benefits	561,708	643,211	678,066	645,347
Retiree Health Insurance	-	-	-	-
Internal Services	6,656	10,406	10,506	20,880
Professional Services	-	-	-	-
Equipment	-	-	-	-
Other Operating Expenses	36,070	48,800	48,197	45,500
Total	\$1,849,604	\$2,008,751	\$2,231,769	\$2,026,479

Program by Fund

General Fund (002-4535)	\$1,849,604	\$2,008,751	\$2,231,769	\$2,026,479
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Total Full Time Equivalent Positions

General Fund (002-4535)	14.00	14.00	14.00	14.00
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MISSION

The mission of the Tactical Operations division is to assist in reducing crime and disorder by providing support, coordination, and implementation of additional services to Patrol and Investigations through the Canine Unit, SWAT, Explosive Ordnance Disposal (EOD) Team, Crisis Negotiations, Tactical Medics, and Drone Operations.

ACCOMPLISHMENTS

- Added one new SWAT operator to replace an operator who had been promoted.
- Cable Dahmer donated K-9 Vinnie, who has been certified and is in service.
- Procured and certified K-9 Riggs, who is in service.
- EOD robot was repaired through a Regional Homeland Security Coordinated Council grant.
- X-ray equipment for EOD was received through a Regional Homeland Security Coordinated Council grant.
- The Canine Unit is transitioning from the Tahoe platform to the Explorer platform.
- Several additional officers were trained to be UAS (drone) pilots assigned to Patrol.

SIGNIFICANT BUDGET CHANGES

- The cost of salaries and benefits continues to increase.
- ERP Interfund Charges increased by \$10,984.
- Utilities and Operating Supplies decreased by \$3,300 for FY 24/25.

Police

Special Enforcement

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
Program by Expenditure Category	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Salary	\$1,175,447	\$939,334	\$1,247,500	\$961,228
Benefits	552,131	750,588	650,104	785,919
Retiree Health Insurance	-	-	-	-
Internal Services	14,350	19,334	19,334	19,190
Professional Services	-	-	-	-
Equipment	-	-	-	-
Other Operating Expenses	33,952	36,400	59,356	61,600
Total	\$1,775,881	\$1,745,656	\$1,976,294	\$1,827,937

Program by Fund

General Fund (002-4536)	\$1,775,881	\$1,745,656	\$1,976,294	\$1,827,937
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Total Full Time Equivalent Positions

General Fund (002-4536)	18.00	18.00	18.00	18.00
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MISSION

Special Enforcement focuses on responded to traffic complaints and crashes, as well as enforcing all traffic laws. The primary duties of Special Enforcement include speed enforcement operations, crash investigation and reconstruction, and DWI/DRE enforcement. In addition, Special Enforcement also provides support during special community and department events.

ACCOMPLISHMENTS

- Administered over \$1.6 million in Highway Safety Traffic Grants through MODOT.
- Added a second Detective position to Crash Investigations and filled an open vacancy with a new Crash Investigator.
- Acquired new long range speed detection lasers through Department of Justice JAG funding.
- Added a third Type II Operator for Intox 8000 and AS4.
- Two officers attended training in Advanced Crash Reconstruction.
- Two officers attended training in Basic Crash Reconstruction.
- Developed "Wet Lab" DWI enforcement for the department.

SIGNIFICANT BUDGET CHANGES

- The cost of salaries and benefits continues to increase.
- Operating Supplies have decreased \$3,214.

Police

S.T.E.P. Program

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
Program by Expenditure Category	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Salary	\$70,356	\$168,114	\$165,700	\$165,121
Benefits	41,104	97,894	100,600	99,218
Retiree Health Insurance	-	-	-	-
Internal Services	1,279	904	904	2,740
Professional Services	-	-	-	-
Equipment	-	-	-	-
Other Operating Expenses	5,637	6,900	4,000	4,000
Total	\$118,375	\$273,812	\$271,204	\$271,079

Program by Fund

General Fund (002-4538)	\$118,375	\$273,812	\$271,204	\$271,079
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Total Full Time Equivalent Positions

General Fund (002-4538)	2.00	2.00	2.00	2.00
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MISSION

The mission of Students Transitioning Exceptionally Prepared (STEP) Program is to prevent or reduce drug, alcohol, tobacco, vaping and violence among students. This is done by conducting coordinated training using PowerPoint presentations and videos. The primary audience for this training consists of students preparing to transition from the elementary school setting to the middle school setting, and those students preparing to transition from middle school to the high school setting.

ACCOMPLISHMENTS

Applied for and received continued funding from COMBAT to fully fund these two School Resource Officer positions

Police

Community Services

Program by Expenditure Category	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Salary	\$1,291,313	\$1,438,570	\$1,494,500	\$1,481,477
Benefits	638,576	767,797	731,108	756,834
Retiree Health Insurance	-	-	-	-
Internal Services	3,193	11,437	11,437	21,600
Professional Services	-	-	-	-
Equipment	-	-	-	-
Other Operating Expenses	2,333	4,600	2,800	3,000
Total	\$1,935,415	\$2,222,403	\$2,239,845	\$2,262,911

Program by Fund

General Fund (002-4539)	\$1,935,415	\$2,222,403	\$2,239,845	\$2,262,911
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Total Full Time Equivalent Positions

General Fund (002-4539)	18.12	17.12	17.12	17.00
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MISSION

The mission of Community Services is to provide citizens with the information and resources necessary to improve their quality of life and sense of security. This is accomplished through community engagements, the Disorderly /Nuisance property abatement program, Homeless Outreach Program, public demonstrations, Volunteer in Police Services (VIP's), crime prevention and education, and Crisis Intervention.

ACCOMPLISHMENTS

Re-established the Citizen's Academy.

Re-established the Volunteer in Police Services (VIPS) program.

Transferred three new School Resource Officers (SRO's) to replace outgoing SRO's, and filled the vacant SRO Sergeant position.

Several School Resource Officers attended the annual SRO conference and training.

Saw a significant increase in citizen attendance at community events held or sponsored by the Police Department. This included National Night Out, which IPD had not hosted in several years.

SIGNIFICANT BUDGET CHANGES

The cost of salaries and benefits continues to increase.

ERP Interfund Charges increased \$10,633 but overall Operating Supplies are down \$1,600.

Police Crime Scene Unit

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Program by Expenditure Category				
Salary	\$399,060	\$385,031	\$360,000	\$367,613
Benefits	166,343	174,731	119,650	174,430
Retiree Health Insurance	-	-	-	-
Internal Services	3,706	6,315	6,315	6,260
Professional Services	6,718	11,500	7,200	7,200
Equipment	-	-	-	-
Other Operating Expenses	13,081	13,500	13,100	13,400
Total	\$588,909	\$591,078	\$506,265	\$568,903
Program by Fund				
General Fund (002-4542)	\$588,909	\$591,078	\$506,265	\$568,903
Total Full Time Equivalent Positions				
General Fund (002-4542)	5.00	6.00	6.00	6.00

MISSION

The Crime Scene Unit consists of investigators who are responsible for processing crime scenes to gather evidence and other data to support criminal charges. The Unit is also responsible for collecting video evidence from local businesses and residences. The collection and identification of evidence is utilized in the prosecution of criminal defendants, helping to reduce crime in the community.

ACCOMPLISHMENTS

Filled three vacancies which included the selection and training of those employees.
 Due to staffing shortages during the year, the unit identified, established, and actually utilized an emergency back-up plan with the FBI Crime Scene Unit.
 Identified three sworn investigative personnel that will be trained in 2024 in Basic Crime Scene to assist if needed.

Police Detention Unit

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
Program by Expenditure Category	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Salary	\$761,527	\$703,418	\$685,000	\$711,610
Benefits	328,903	385,797	310,610	378,493
Retiree Health Insurance	-	-	-	-
Internal Services	8,016	14,640	14,640	18,110
Professional Services	571,651	726,800	616,500	716,500
Equipment	-	-	-	-
Other Operating Expenses	14,859	28,700	22,104	22,300
Total	\$1,684,956	\$1,859,355	\$1,648,854	\$1,847,013
Program by Fund				
General Fund (002-4543)	\$1,684,956	\$1,859,355	\$1,648,854	\$1,847,013
Total Full Time Equivalent Positions				
General Fund (002-4543)	15.00	14.00	14.00	14.00

MISSION

The Detention Unit is responsible for processing and housing individuals arrested for violations of City Ordinances, State Statutes, and Federal laws. The unit houses prisoners on a short-term basis who are held for investigation of an alleged violation, awaiting arraignment, or until their bond is posted. Long-term prisoners are transferred and incarcerated at an outside facility.

ACCOMPLISHMENTS

- Install shelving and bins in the garage for excess property.
- Relocated staff lockers to a secure area.
- Implemented Mobile court system.

Police

Records Unit

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
	Actual	Adopted	Estimated	Proposed
Program by Expenditure Category	Expenditures	Budget	Expenditures	Budget
Salary	\$907,480	\$957,135	\$1,142,153	\$905,674
Benefits	408,856	552,585	497,378	521,455
Retiree Health Insurance	-	-	-	-
Internal Services	10,446	21,668	21,668	41,010
Professional Services	-	-	-	-
Equipment	873	-	-	-
Other Operating Expenses	8,130	9,900	7,026	7,500
Total	\$1,335,785	\$1,541,288	\$1,668,224	\$1,475,639
Program by Fund				
General Fund (002-4544)	\$1,335,785	\$1,541,288	\$1,668,224	\$1,475,639
Total Full Time Equivalent Positions				
General Fund (002-4544)	22.63	21.63	21.63	20.63

MISSION

The Records Unit provides customer service to the public by completing police reports, answering questions, and receiving and returning warrants, subpoenas, and other pertinent court and jail papers.

ACCOMPLISHMENTS

Implemented credit card system for bonds.
Clear FBI records audit with no major infractions.

SIGNIFICANT BUDGET CHANGES

FTEs decreased by one due to the elimination of the Records Administrator position.
ERP Interfund Charges increased by \$20,032, but Operating Supplies decreased by \$1,870.

Police

Communications Unit

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
Program by Expenditure Category	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Salary	\$1,784,489	\$1,268,860	\$1,547,000	\$1,478,460
Benefits	640,730	920,952	582,500	951,883
Retiree Health Insurance	-	-	-	-
Internal Services	10,250	17,679	17,679	22,390
Professional Services	-	-	-	-
Equipment	797	2,000	-	-
Other Operating Expenses	4,812	7,000	5,489	5,500
Total	\$2,441,079	\$2,216,491	\$2,152,668	\$2,458,233
Program by Fund				
General Fund (002-4545)	\$2,441,079	\$2,216,491	\$2,152,668	\$2,458,233
Total Full Time Equivalent Positions				
General Fund (002-4545)	31.00	37.00	37.00	37.00

MISSION

The Communications Unit receives emergency and non-emergency telephone calls from the public and routes them to the appropriate responder: Fire, Police, or AMR.

ACCOMPLISHMENTS

Continued to replace and update aged-out desktop computers with new computers essential for emergency Dispatch.

Continued recruiting, hiring, and training efforts to reduce vacancies.

SIGNIFICANT BUDGET CHANGES

The cost of salaries and benefits continues to increase.

Funding has increased for part-time Seasonal Call Takers, who are being relied on more heavily due to staffing shortages.

Police

Sales Tax Program

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
Program by Expenditure Category	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Salary	\$0	\$0	\$0	\$0
Benefits	-	-	-	-
Retiree Health Insurance	-	-	-	-
Internal Services	398,294	427,622	427,622	507,080
Professional Services	145,473	69,000	85,000	87,000
Equipment	1,046,704	1,869,700	2,115,657	2,067,573
Other Operating Expenses	561,139	1,028,700	684,554	871,200
Capital Improvements	-	1,400,000	1,400,000	-
Transfers Out	3,440	-	857,096	550,000
Debt	22,520	22,600	22,600	22,600
Total	\$2,177,571	\$4,817,622	\$5,592,529	\$4,105,453

Program by Fund

Police Sales Tax Fund (016)	\$2,177,571	\$4,817,622	\$5,592,529	\$4,105,453
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Total Full Time Equivalent Positions

Police Sales Tax Fund (016)	0.00	0.00	0.00	0.00
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MISSION

This cost center serves to provide oversight and management of the revitalization and capital improvement projects planned for the City's Police Department, made possible through the adoption of a one-eighth cent sales tax.

ACCOMPLISHMENTS

Received several orders of vehicles this year, although several were not expected until 2025.

Purchased new Mobile Command Centers out of Sales Tax Fund Balance in 2023/24 FY. The smaller unit is expected to be received before fiscal year end, but the larger unit will not be delivered until next year.

Sales Tax funds were used to partially fund the first year of a 10-year contract with Axon for the purchase of tasers, body cameras, in-car cameras, Virtual Reality training, Records Management software, Internal Affairs software, and all ongoing replacements and maintenance over the 10 year contract period.

SIGNIFICANT BUDGET CHANGES

Org 4562 (Communications) has increased to cover the annual increase for the Tyler Tech SSMA and an increase needed for MDT air card service.

Org 4563 (Facilities) has increased to cover the increasing utilities and service from outside Technical Contractors.

Org 4564 (Equipment) has significantly decreased due to the annual purchase of tasers and in-car cameras moving to the 10-year contract with Axon.

Capital Project to purchase a new Bearcat has been added in place of the Mobile Command Centers that were purchased out of Sales Tax Funds in FY 2023/24.

Police

Use Tax Program

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
Program by Expenditure Category	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Salary	\$2,373,830	\$2,717,417	\$2,525,774	\$2,787,811
Benefits	890,996	1,147,007	1,024,200	1,195,361
Retiree Health Insurance	-	-	-	-
Internal Services	41,700	199,827	199,827	1,304,400
Professional Services	-	-	-	-
Equipment	223,833	-	908,798	824,098
Other Operating Expenses	279,710	167,000	107,000	165,000
Transfers Out	-	-	2,031,773	-
Total	\$3,810,070	\$4,231,251	\$6,797,372	\$6,276,670

Program by Fund

Police Use Tax Fund (018-4571)	\$3,810,070	\$4,231,251	\$6,797,372	\$6,276,670
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Total Full Time Equivalent Positions

Police Use Tax Fund (018-4571)	31.00	31.00	31.00	32.00
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MISSION

Revenues generated from the Proposition P tax will hire certified and non certified police officer candidates, as well as fund equipment for the sworn officers.

ACCOMPLISHMENTS

- Use Tax funds were used to partially fund the first year of a 10-year contract with Axon for the purchase of tasers, body cameras, in-car cameras, Virtual Reality training, Records Management software, Internal Affairs software, and all ongoing replacements and maintenance over the 10 year contract period.

SIGNIFICANT BUDGET CHANGES

- The cost of salaries and benefits continues to increase.
- FTEs increased by one officer in the Use Tax, due to the local match required of one Digital Media Officer to be assigned to the DOJ Body-Worn Camera Grant program.
- ERP Interfund charges have increased by \$1,109,013.

Police

Police Improvements Fund

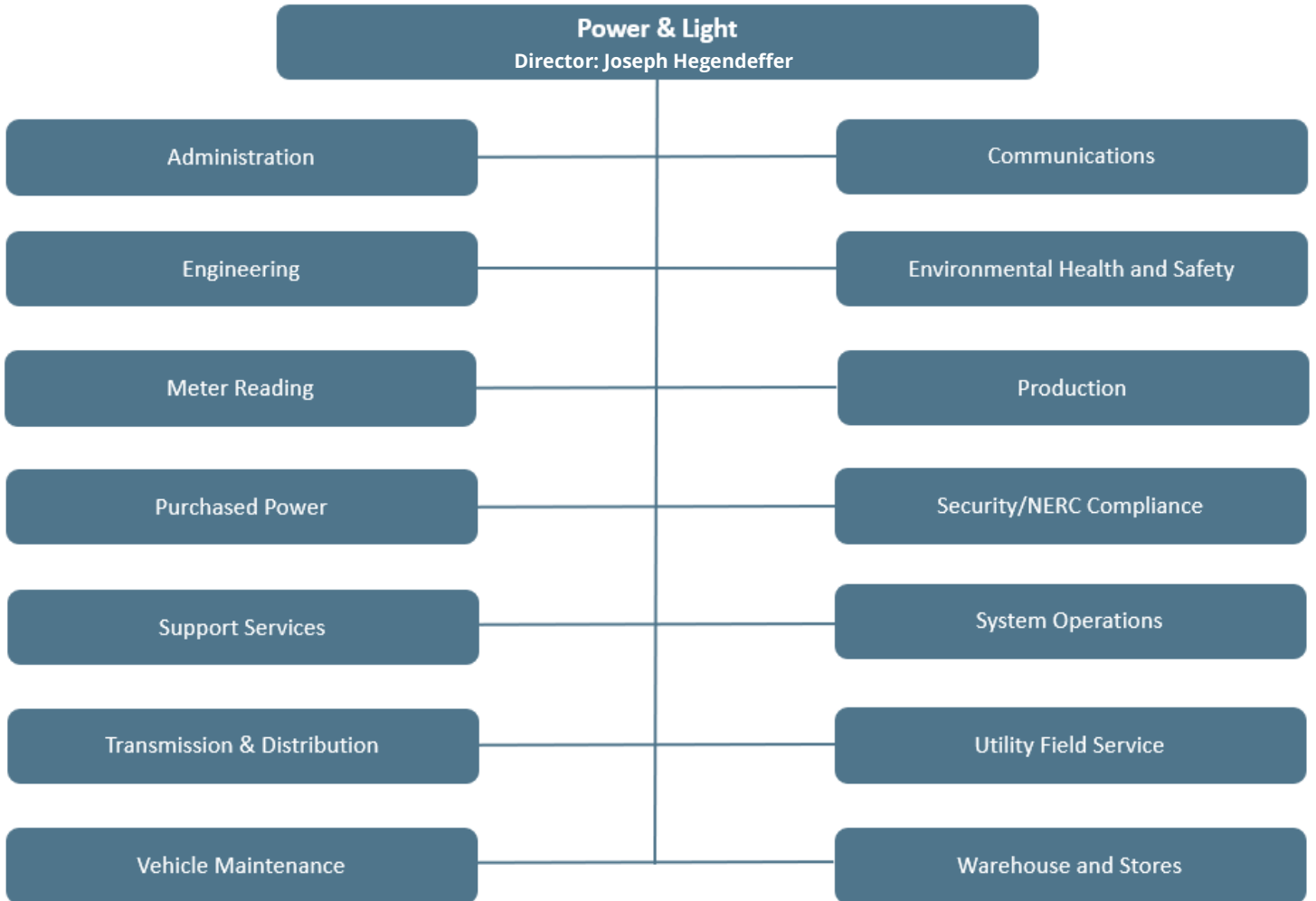
	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
Program by Expenditure Category	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Capital Improvements	\$0	\$0	\$4,026,594	\$550,000
Total	\$0	\$0	\$4,026,594	\$550,000

Program by Fund

Police Use Tax Fund (052)	\$0	\$0	\$4,026,594	\$550,000
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Capital Projects for FY 2024-25

Project Title and Number	Amount
Bearcat Replacement #1062401	\$ 550,000
	<u>\$ 550,000</u>



Power and Light

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
Department Programs	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Administration (6110)	\$1,216,923	\$2,090,163	\$1,563,163	\$1,751,901
Accounting/Finance (6112)	287,403	-	4,902	-
Communications (6175)	1,477,902	1,964,905	1,660,248	1,875,878
Engineering (6160)	2,674,482	3,962,960	3,174,678	4,007,037
Environmental Health & Safety (6111)	661,018	970,492	886,029	973,578
Meter Reading (6126)	2,164,207	2,400,777	2,125,959	2,404,806
Production (6140)	3,345,706	4,146,458	3,476,506	4,094,053
Purchased Power (6145)	74,400,086	68,030,000	74,660,000	73,030,000
Security/NERC (6180)	712,789	855,614	707,999	827,671
Support Services (6130)	909,380	1,017,345	947,930	1,040,147
System Operations (6170)	3,374,451	3,807,167	3,828,837	3,875,316
Transmission & Distribution (6150)	13,478,859	15,193,871	14,971,109	16,160,282
Utility Field Service (6125)	1,144,940	1,176,048	1,147,588	1,154,567
Vehicle Maintenance (6123)	1,663,115	2,315,173	2,222,182	1,970,465
Warehouse and Stores (6122)	3,141,485	4,679,982	4,170,757	5,021,399
Non-Departmental (6520)	26,014,508	25,710,528	26,071,056	25,277,262
Capital Projects (7020)	4,174,418	14,747,000	6,835,594	17,774,000
Debt	8,596,760	8,632,100	8,632,100	8,635,400
Total	\$149,438,432	\$161,700,582	\$157,086,636	\$169,873,760
Department by Expenditure Category				
Salaries	\$19,350,686	\$20,919,741	\$19,683,732	\$21,400,231
Benefits	\$8,552,954	\$9,406,101	\$9,234,500	\$9,651,078
Retiree Health Insurance	\$1,454,378	\$1,462,037	\$1,460,000	\$1,602,037
Internal Services	\$8,333,301	\$8,150,026	\$8,293,416	\$7,411,970
Professional Services	\$1,339,819	\$2,245,105	\$1,868,926	\$2,264,400
Equipment	\$164,383	\$1,356,440	\$903,254	\$410,300
Other Operating Expenses	\$97,441,750	\$94,776,031	\$100,139,131	\$100,724,344
Total - Operations & Maintenance	136,637,271	138,315,482	141,582,959	143,464,360
Capital Improvements	-	-	-	17,774,000
Debt	8,626,743	8,638,100	8,668,084	8,635,400
Total - All Expenditures	\$145,264,014	\$146,953,582	\$150,251,043	\$169,873,760

Department by Fund

Power and Light Fund (020)	\$145,264,014	\$146,953,582	\$150,251,043	\$169,873,760
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Full-Time Equivalent Employees*

Power and Light Fund (020)	175.58	178.45	178.45	180.30
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DEPARTMENT MISSION

The mission of Power and Light is to provide reliable, safe and cost-effective electricity to the customers of Independence.

SIGNIFICANT OPERATIONAL CHANGES

Succession Planning continues to be problematic.

Significant employee turnover, due to retirements and resignation, continues to be an issue.

Supply chain issues causing significant increases in pricing and delays in receiving materials.

Inability to procure pad-mounted transformers is limiting new development for housing and business.

ACTION PLAN CONNECTION**An Engaged Community:**

Partnering with community leaders and city leadership concerning future opportunities for IPL ownership and governance.

Utilizing city communications department on informative public outreach and communications.

An Innovative Economy:

Working with community developers to provide successful approaches on providing timely electric service connections and upgrades, specifically during supply chain issues and growth opportunities.

A Safe, Welcoming Community:

Worked with city leaders to improve lighting following a major project on portions of 40 Highway.

Implementing a new AI driven software enabling more adaptive utilization of tree trimming crews to improve reliability.

A Financially Sustainable Organization:

Restructure rates and fees for sustainable revenues to support Operations and responsible Capital investments.

Developing options for future generation/capacity needs.

A Well Planned City:

Expanding transmission and distribution capabilities to support growth on the east side of town.

Assisting with corridor improvement plans.

A High Performing Organization:

Working on building cross-departmental relationships and aligning IPL goals to meet the City's long term strategic goals.

Power and Light Administration

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
Program by Expenditure Category	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Salaries	\$622,181	\$868,219	\$949,400	\$725,199
Benefits	240,568	363,544	330,800	326,702
Retiree Health Insurance	-	-	-	-
Internal Services	-	-	-	-
Professional Services	93,557	269,200	19,890	250,000
Equipment	-	2,400	3,609	-
Other Operating Expenses	260,617	586,800	259,464	450,000
Total	\$1,216,923	\$2,090,163	\$1,563,163	\$1,751,901

Program by Fund

Power and Light Fund (020-6110)	\$1,216,923	\$2,090,163	\$1,563,163	\$1,751,901
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Total Full Time Equivalent Positions	5.00	8.00	8.00	7.00
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MISSION

The mission of Administration is to provide leadership of the Department to ensure reliable and environmentally-friendly electric service to the citizens of Independence at the lowest possible cost, consistent with sound business practices. Also to ensure all financial and statistical records of the utility are kept and reported in accordance with governmental best practices and regulations so that the results are transparent to rate payers.

ACCOMPLISHMENTS

Diamond Reliable Public Power Provider (RP3) designation from the American Public Power Association for providing reliable and safe electric service.

Excellence in Reliability Certificate from the American Public Power Association for reliable performance in 2023. The certificate recognizes hometown utilities that have provided exceptionally reliable service and power to their communities, shown by comparing their outage records against nationwide data gathered by the U.S. Energy Information Administration (EIA).

Gold Safety Award of Excellence designation from the American Public Power Association and MPUA's Safety Award - given to participating eligible utilities based on their incident rate, and overall state of their safety programs and culture. Additionally: MPUA Honor award given to Rick Lunceford (IPL's Safety & Training Specialist) for his contributions to the safety culture which ultimately led to IPL's safety success and the receipt of multiple Safety Awards.

Tree Line USA Award from the Arbor Day Foundation recognizes public and private utilities for practices that protect and enhance America's urban forest as well as delivering safe and reliable electricity while maintaining healthy community trees.

MRO NERC Audit – IPL completed its most recent audit, completed once every three years, with zero deficiencies and only one minor recommendation.

SIGNIFICANT BUDGET CHANGES

The Finance and Accounting Division was eliminated in FY 2024 and all salaries & expenses disbursed to Administration.

Power and Light Finance and Accounting

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
Program by Expenditure Category	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Salary	\$200,042	\$0	\$0	\$0
Benefits	87,059	-	4,600	-
Retiree Health Insurance	-	-	-	-
Internal Services	-	-	-	-
Professional Services	-	-	-	-
Equipment	-	-	-	-
Other Operating Expenses	302	-	302	-
Total	\$287,403	\$0	\$4,902	\$0
Program by Fund				
Power and Light Fund (020-6112)	\$287,403	\$0	\$4,902	\$0
Total Full Time Equivalent Positions	2.00	0.00	0.00	0.00

MISSION

ACCOMPLISHMENTS

SIGNIFICANT BUDGET CHANGES

The Finance and Accounting Division has been eliminated and all salaries & expenses disbursed to Administration.

Power and Light Communications

Program by Expenditure Category	FY 2022-23 Actual Expenditures	FY 2023-24 Adopted Budget	FY 2023-24 Estimated Expenditures	FY 2024-25 Proposed Budget
Salary	\$745,868	\$766,134	\$850,000	\$918,185
Benefits	300,674	317,343	297,900	314,993
Retiree Health Insurance	-	-	-	-
Internal Services	-	-	-	-
Professional Services	-	65,000	-	25,000
Equipment	8,905	62,165	61,000	20,500
Other Operating Expenses	422,454	754,263	451,348	597,200
Total	\$1,477,902	\$1,964,905	\$1,660,248	\$1,875,878

Program by Fund

Power and Light Fund (020-6175)	\$1,477,902	\$1,964,905	\$1,660,248	\$1,875,878
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Total Full Time Equivalent Positions

6.00	6.00	6.00	7.00
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MISSION

Responsible for planning, engineering, administration, installation, and maintenance of City & IPL internal communication systems, fiber optic facilities, primary and backup data facilities, and ancillary support systems. Areas of responsibility include City traffic signals, school crossing signals, fiber optic systems, UPS power systems, network and telephone systems, land based mobile radio, wireless, microwave, SCADA Remote Terminal Units (RTUs), relay protection communication links and CCTV/security cameras for the electric utility.

ACCOMPLISHMENTS

Completed phase 2 loop closure of the fiber optic network expansions for City Water Plant in Sugar Creek, MO. Providing redundant communications for the facility.
 Completed fiber expansion to Blue Springs Schools located in Independence city limits in partnership with Blue Springs School District, expanding IPL's fiber optic footprint.
 Fiber relocation project for Cargo Largo expansion completed on time.
 Completed Sub M Scada Relay expansions and upgrades for SCADA / EMS Systems.
 Completed upgrade of APC UPS facilities for city/IPL backup center, adding maintenance bypass switches allow for routine maintenance without service interruptions.
 Completed Telenium, Genetec Application Servers and archiver replacements in Operations Technology environment.
 Completed traffic detection camera upgrades for 3 intersections, replacing end of life equipment.
 Completed Traffic control cabinet upgrades for 2 locations, retiring TS1 discontinued cabinets.

Completed IPL Sub Station Fiber Maintenance Network installation for CCTV & SCADA enhancements.

Completed 10G Connection to 1102 Grand Neutrality Center for future internet needs.

SIGNIFICANT BUDGET CHANGES

Removing additional \$125k funding item for traffic signal knock downs, previously budgeted for in 23-24.

Power and Light Engineering

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
Program by Expenditure Category	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Salary	1,617,612	2,164,610	1,463,600	2,012,548
Benefits	671,561	711,850	622,800	832,589
Retiree Health Insurance	-	-	-	-
Internal Services	-	-	-	-
Professional Services	290,293	625,600	821,962	750,000
Equipment	6,507	61,200	20,399	42,000
Other Operating Expenses	88,509	399,700	245,916	369,900
Total	2,674,482	3,962,960	3,174,678	4,007,037
Program by Fund				
Power and Light Fund (020-6160)	2,674,482	3,962,960	3,174,678	4,007,037
Total Full Time Equivalent Positions	19.00	20.00	20.00	20.00

MISSION

The mission of Engineering is to design transmission, substation and distribution systems and manage construction projects in the most efficient manner to enable the City's high voltage electrical power systems to maintain the highest level of reliability.

ACCOMPLISHMENTS

Replacement of 69 kV Breakers in Sub M.

Began Engineering overview for transmission, substation and distribution facilities to serve Northpoint development located on East Side of Independence.

Extended distribution facilities to serve the first two buildings in the Northpoint development.

Staff serves on the State Board of Missouri Society of Professional Engineers (MSPE).

Staff serves on the National Council of Examiners for Engineering and Surveying Fundamentals of Engineering Committee (NCEES FE) preparing national engineering examinations.

Power and Light Environmental Health and Safety

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
Program by Expenditure Category	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Salary	\$317,634	\$331,097	\$341,500	\$350,343
Benefits	139,025	136,595	131,400	125,235
Retiree Health Insurance	-	-	-	-
Internal Services	1,250	-	1,500	-
Professional Services	65,723	253,000	174,774	225,000
Equipment	-	-	-	-
Other Operating Expenses	137,386	249,800	236,855	273,000
Total	\$661,018	\$970,492	\$886,029	\$973,578
Program by Fund				
Power and Light Fund (020-6111)	\$661,018	\$970,492	\$886,029	\$973,578
Total Full Time Equivalent Positions				
	3.00	3.00	3.00	3.00

MISSION

The mission of the Environmental Health & Safety Division is to ensure environmental protection and safety compliance through proactive planning, auditing, training, reporting, and emergency response in order to minimize accidents, injuries and environmental impacts.

ACCOMPLISHMENTS

Maintained a perfect record of compliance and Conducted over 280 Environmental Compliance sampling and reporting events during the year.

Maintained a strong reporting and safety culture by implementing the Deming Circle or Plan, Do, Check, Act Cycle in our Health & Safety Program.

Received the Award for Safety Excellence for the second consecutive year from the American Public Power Association. This is awarded annually to a select few power companies, out of the Nations over 2,000 Municipal Utilities, that demonstrate outstanding commitment to the safety of their employees.

Division serves on a number of internal & external committees including COI Employee Engagement, IPL Health & Safety Advisory Committee, T&D Safety Committee and APPA's Electric Vehicle Group.

Power and Light Meter Reading

	FY 2022-23 Actual Expenditures	FY 2023-24 Adopted Budget	FY 2023-24 Estimated Expenditures	FY 2024-25 Proposed Budget
Program by Expenditure Category				
Salary	\$1,499,171	\$1,583,774	\$1,381,132	\$1,584,795
Benefits	581,156	679,405	645,600	726,413
Retiree Health Insurance	-	-	-	-
Internal Services	-	-	-	-
Professional Services	-	-	-	-
Equipment	46,836	49,800	48,063	-
Other Operating Expenses	37,043	87,798	51,165	93,598
Total	\$2,164,207	\$2,400,777	\$2,125,959	\$2,404,806
Program by Fund				
Power and Light Fund (020-6126)	\$2,164,207	\$2,400,777	\$2,125,959	\$2,404,806
Total Full Time Equivalent Positions	18.00	17.00	17.00	17.00

MISSION

The mission of Meter Reading is to accurately read electric watt-hour and water consumption meters so that customers are billed correctly for their electric and water consumption.

ACCOMPLISHMENTS

Continual Upgrading of Itron handheld computers.
Maintained reading schedule with staff shortages.

Power and Light Production

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
Program by Expenditure Category	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Salary	\$2,070,354	\$2,088,203	\$2,024,600	\$2,194,492
Benefits	843,422	908,855	894,900	954,161
Retiree Health Insurance	-	-	-	-
Internal Services	-	1,800	-	1,980
Professional Services	56,612	115,250	70,000	100,000
Equipment	-	16,000	10,428	10,000
Other Operating Expenses	375,318	1,016,350	476,578	833,420
Total	\$3,345,706	\$4,146,458	\$3,476,506	\$4,094,053
Program by Fund				
Power and Light Fund (020-6140)	\$3,345,706	\$4,146,458	\$3,476,506	\$4,094,053
Total Full Time Equivalent Positions				
	18.00	18.00	18.00	18.00

MISSION

The mission of Production is to maintain and operate power production equipment so that electricity is generated safely, efficiently and reliably when called for by the Southwest Power Pool.

ACCOMPLISHMENTS

All available units ran when called upon by Southwest Power Pool in extreme cold weather period. Reclassified one Instrument Pneumatics Technician FTE to Journeyman Power Plant Electrician FTE during this fiscal year.

Power and Light Purchased Power

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
Program by Expenditure Category	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Salary	\$0	\$0	\$0	\$0
Benefits	-	-	-	-
Retiree Health Insurance	-	-	-	-
Internal Services	-	-	-	-
Professional Services	449,272	360,000	360,000	360,000
Equipment	-	-	-	-
Other Operating Expenses	73,950,814	67,670,000	74,300,000	72,670,000
Total	\$74,400,086	\$68,030,000	\$74,660,000	\$73,030,000
Program by Fund				
Power and Light Fund (020-6145)	\$74,400,086	\$68,030,000	\$74,660,000	\$73,030,000
Total Full Time Equivalent Positions	0.00	0.00	0.00	0.00

MISSION

The mission of Purchased Power is to manage agreements - including the cost of energy, demand and transmission charges - with other utilities and the Southwest Power Pool so that electricity is acquired at the lowest cost.

SIGNIFICANT BUDGET CHANGES

Higher energy market prices are generating increased revenues.

Revenues are offset by increased energy costs, driven primarily by natural gas prices.

Dogwood gas prepay contract completed which will deliver annual savings for purchases of natural gas during the summer months.

Power and Light Security/NERC

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
Program by Expenditure Category	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Salary	\$486,476	\$500,421	\$477,000	\$540,560
Benefits	208,169	223,775	165,000	220,475
Retiree Health Insurance	-	-	-	-
Internal Services	-	-	-	-
Professional Services	-	56,705	-	-
Equipment	4,003	5,000	2,500	-
Other Operating Expenses	14,143	69,713	63,499	66,636
Total	\$712,789	\$855,614	\$707,999	\$827,671
Program by Fund				
Power and Light Fund (020-6180)	\$712,789	\$855,614	\$707,999	\$827,671
Total Full Time Equivalent Positions	4.00	4.00	4.00	4.00

MISSION

The mission of Security/NERC is the responsibility of managing compliance with almost two thousand North American Electric Reliability Corporation (NERC) Critical Infrastructure Protection (CIP) and Operations & Planning Reliability Standard Requirements. Security/NERC also provides Cyber Security oversight and internal audit for IPL System Operations industrial control systems. Security/NERC represents City interests with Federal, Regional and local regulatory organizations and U.S. electric utilities.

ACCOMPLISHMENTS

No NERC penalties since 2011.

Completed successful 3-year audit in 2024 with no violations.

Division serves on several MRO Groups, TAPS Small Entity Group and NERC/NAESB Committee, SPP Reliability Compliance Advisory Group and Security Advisory Group, NERC Electricity-Information Sharing and Analysis Center, and COI Technical Services Cybersecurity Advisory Committee.

Power and Light Support Services

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
Program by Expenditure Category	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Salary	\$316,562	\$324,964	\$326,300	\$333,105
Benefits	139,358	149,456	153,700	155,942
Retiree Health Insurance	-	-	-	-
Internal Services	-	-	-	-
Professional Services	145,354	177,350	160,000	177,400
Equipment	1,589	27,500	27,000	27,500
Other Operating Expenses	306,516	338,075	280,930	346,200
Total	\$909,380	\$1,017,345	\$947,930	\$1,040,147
Program by Fund				
Power and Light Fund (020-6130)	\$909,380	\$1,017,345	\$947,930	\$1,040,147
Total Full Time Equivalent Positions	3.00	3.00	3.00	3.00

MISSION

The Support Services division is responsible for working with the public and local businesses, and administers the rebate program.

ACCOMPLISHMENTS

Successfully partnered with Habitat for Humanity to provide weatherization measures which include heating and cooling systems, hot water heaters, caulking and sealing for income eligible residents. Provided \$125,000 in commercial rebates to assist business owners with lowering their energy costs through led lighting and heating and cooling upgrades.

Division serves on the APPA Executive Board for the RP3 committee, APPA Smart Energy Program Executive Committee, Heartland Utility for Energy Efficiency Board, Electric Board Chair.

Support Services continues to provide education to schools and community organizations on Energy Efficiency, Electrical Safety, and the various programs that we offer to help save our rate payers money.

Support Services manages the IShare and IRAP programs that provide electric utility payment assistance to rate payers that are having difficulties paying their bill due to financial hardships.

Power and Light System Operations

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
Program by Expenditure Category	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Salary	\$2,187,005	\$2,399,707	\$2,315,100	\$2,345,723
Benefits	856,746	929,279	982,900	977,393
Retiree Health Insurance	-	-	-	-
Internal Services	-	-	-	-
Professional Services	31,950	73,000	34,000	107,000
Equipment	94,511	102,875	39,000	56,800
Other Operating Expenses	204,239	302,307	457,837	388,400
Total	\$3,374,451	\$3,807,167	\$3,828,837	\$3,875,316
Program by Fund				
Power and Light Fund (020-6170)	\$3,374,451	\$3,807,167	\$3,828,837	\$3,875,316
Total Full Time Equivalent Positions	18.00	19.00	19.00	19.00

MISSION

Responsible for the 24/7 monitoring and control of the City's high voltage electrical system in an efficient, cost effective, and reliable manner. Major areas of responsibility include operation of the transmission system, operating and maintaining technology to support department operational software, and regulatory cyber security/reliability compliance efforts, dispatching of crews to address customer electric service issues and dispatching of the generation resources.

ACCOMPLISHMENTS

Triennial NERC regulatory audit with no findings of non-compliance.

New System Operator certified by NERC and qualified for control system duty.

Replaced end of life security server hardware, disaster recovery server hardware, Outage Management System hardware and historian firewall for Production division.

Annual Cyber Security Vulnerability assessment and mitigation of vulnerabilities enhancing security of SCADA/EMS and Operational Technology (OT) environment.

Cyber Security Coordinator CISSP certification.

Continued security improvements/enhancements (joint projects with Technology Services).

SIGNIFICANT BUDGET CHANGES

Replacement of obsolete network switches used within SCADA control centers.

Transition SCADA communication from serial to ethernet.

Additional staff training due to employee turnover.

Vendor hardware and software maintenance cost increases of up to 7%.

Power and Light Transmission and Distribution

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
Program by Expenditure Category	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Salary	\$6,946,857	\$7,555,259	\$7,084,400	\$7,924,095
Benefits	2,679,854	3,095,875	3,069,500	3,259,450
Retiree Health Insurance	-	2,037	-	2,037
Internal Services	-	-	-	-
Professional Services	176,816	200,000	225,000	250,000
Equipment	-	245,300	308,000	223,500
Other Operating Expenses	3,675,332	4,095,400	4,284,209	4,501,200
Total	\$13,478,859	\$15,193,871	\$14,971,109	\$16,160,282
	\$6,946,857	\$7,555,259	\$7,084,400	\$7,924,095
Program by Fund				
Power and Light Fund (020-6150)	\$13,478,859	\$15,193,871	\$14,971,109	\$16,160,282
Total Full Time Equivalent Positions	57.00	57.00	57.00	58.00

MISSION

The mission of Transmission and Distribution is to maintain, repair and the City's electrical transmission and distribution systems in order to maintain the reliability of the systems.

ACCOMPLISHMENTS

Tree Line USA Award from the Arbor Day Foundation recognizes public and private utilities for practices that protect and enhance America's urban forest as well as delivering safe and reliable electricity while maintaining healthy community trees.

Completed new distribution feeder to North Point's two new buildings.

Completed numerous backyard pole line upgrades.

Substation K feeder circuits K-5 & K-8 repair along 39th St. from Arrowhead to Bolger.

24 HWY shared path improvements in conjunction with MODOT.

Significant failing transmission poles changed out.

Completion of electric service to Adirondack apartments and New Town next phase.

Division served on Missouri Public Utility Alliance (MPUA) Mutual Aid & Line workers committees.

Division participated in Mutual Aid for other communities nationally through our involvement with American Public Power Association.

Power and Light Utility Field Service

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
Program by Expenditure Category	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Salary	\$799,183	\$754,409	\$739,900	\$772,981
Benefits	336,850	359,339	364,100	361,486
Retiree Health Insurance	-	-	-	-
Internal Services	-	-	-	-
Professional Services	-	-	-	-
Equipment	35	43,200	36,300	-
Other Operating Expenses	8,872	19,100	7,288	20,100
Total	\$1,144,940	\$1,176,048	\$1,147,588	\$1,154,567
Program by Fund				
Power and Light Fund (020-6125)	\$1,144,940	\$1,176,048	\$1,147,588	\$1,154,567
Total Full Time Equivalent Positions	6.00	7.00	7.00	7.00

MISSION

The Utility Field Service Division is responsible for turning both electric and water services on and off, field services of delinquent accounts, and reading meters for customer transfers.

ACCOMPLISHMENTS

Continued to fulfill Division's mission by consistently ensuring that customer power and water requests were completed in a timely manner.

Power and Light Vehicle Maintenance

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
Program by Expenditure Category	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Salary	\$660,464	\$670,429	\$709,700	\$744,679
Benefits	298,291	324,144	346,200	350,686
Retiree Health Insurance	-	-	-	-
Internal Services	-	48,700	190,000	194,100
Professional Services	-	-	-	-
Equipment	-	691,000	344,357	30,000
Other Operating Expenses	704,359	580,900	631,925	651,000
Total	\$1,663,115	\$2,315,173	\$2,222,182	\$1,970,465
Program by Fund				
Power and Light Fund (020-6123)	\$1,663,115	\$2,315,173	\$2,222,182	\$1,970,465
Total Full Time Equivalent Positions	7.00	7.00	7.00	7.00

MISSION

The mission of Vehicle Maintenance is to procure and maintain the Power and Light fleet so that personnel have available and safe vehicles to perform their jobs.

ACCOMPLISHMENTS

Completed purchase of a digger derrick, three service trucks, a mini excavator, tracked bucket machine and a small bucket truck.

Division has ensured through various partnerships and forecasting our employees have the vehicles and equipment they need to accomplish their daily duties safely.

SIGNIFICANT BUDGET CHANGES

Supply chain issues continue to be significant in higher pricing and delays in receiving materials.

Decrease in budget due to capital outlay vehicles moved to capital improvement budget for FY 2025.

Power and Light Warehouse and Stores

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
Program by Expenditure Category	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Salary	\$817,752	\$847,927	\$890,400	\$908,518
Benefits	412,737	457,955	490,000	473,481
Retiree Health Insurance	-	-	-	-
Internal Services	-	-	-	-
Professional Services	-	-	-	-
Equipment	1,997	50,000	2,598	-
Other Operating Expenses	1,908,999	3,324,100	2,787,759	3,639,400
Total	\$3,141,485	\$4,679,982	\$4,170,757	\$5,021,399
Program by Fund				
Power and Light Fund (020-6122)	\$3,141,485	\$4,679,982	\$4,170,757	\$5,021,399
Total Full Time Equivalent Positions	9.00	9.00	9.00	9.00

MISSION

The mission of the Warehouse and Stores is to order, receive, issue and maintain material and tools for line crews, maintenance personnel and outside contractors.

ACCOMPLISHMENTS

Secured hard to source materials such as Transformers and Meters by leveraging relationships with vendors.

Entered into a guaranteed contract for Transformers with Arkansas Electric to supply us with certain KVA transformers to help us maintain needed stock for day to day operations and ongoing projects. Started the process for replacing the outdated malfunctioning HVAC units at the Service Center.

Replaced the awnings on the front of the Service Center and restriped the west customer/employee parking lot as well as refreshed the interior paint on the entryway's and hallway's inside the Service Center.

Power and Light Non-Departmental

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
Program by Expenditure Category	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Salary	\$63,524	\$64,588	\$130,700	\$45,008
Benefits	757,483	748,689	735,100	572,074
Retiree Health Insurance	1,454,378	1,460,000	1,460,000	1,600,000
Internal Services	8,332,051	8,099,526	8,101,916	7,215,890
Professional Services	30,242	50,000	3,300	20,000
Equipment	-	-	-	-
Other Operating Expenses	15,346,846	15,281,725	15,604,057	15,824,290
Debt	29,984	6,000	35,984	-
Total	\$26,014,508	\$25,710,528	\$26,071,056	\$25,277,262
Program by Fund				
Power and Light Fund (020-6520)	\$26,014,508	\$25,710,528	\$26,071,056	\$25,277,262
Total Full Time Equivalent Positions	0.58	0.45	0.45	1.30

MISSION

Provides funding for City and department wide activities not attributed to Power and Light programs.

Power and Light Capital Projects

Program by Expenditure Category	FY 2022-23 Actual Expenditures	FY 2023-24 Adopted Budget	FY 2023-24 Estimated Expenditures	FY 2024-25 Proposed Budget
Capital Improvements (020)	\$4,174,418	\$14,747,000	\$6,835,594	\$0
Capital Improvements (021)	\$0	\$0	\$0	\$17,774,000
Total	\$4,174,418	\$14,747,000	\$6,835,594	\$17,774,000

Capital Projects for FY 2024-25

Project Title and Number	Amount
IPL Service Center PBX Upgrade to IP Flex #202210	\$15,000
Substation Battery Charger #202511	50,000
Traffic Signal Detection Systems #202208	60,000
Sub M Breaker Replacement #202403	100,000
Transmission Pole Replacement Program #202111	100,000
Service Center Exterior Upgrades #202512	105,000
Operations APC UPS Battery Replacement #202108	145,000
Substation modeling #202109	150,000
Emergency Replacement of Transmission Poles #202505	250,000
Desert Storm Switchgear Cabinets #202205	250,000
Fiber Optic Network #70200828	250,000
Sub Fiber Optic Network Equip Replacement #202101	335,000
Substation & Transmission Upgrade & Replacement #202508	424,000
Emergent Maintenance Production #202507	440,000
Service Center Upgrades #202406	500,000
T&D Road Improvement Projects #202509	500,000
T&D System Improvements #202510	500,000
Substation H Switchgear Upgrades #202513	500,000
Fleet Vehicle & Equipment 10 Year Replacements - 2 Ford F-550 Bucket Trucks and 1 Altec Bucket Truck	850,000
T&D Truck Shed #202503	1,000,000
Construct 6 New Distribution Feeders - New Sub S #202316	1,250,000
Blue Valley Chimney Demolition #202504	1,500,000
Purchase Evergy 69kv Line Sub A to New Sub S #202401	2,500,000
Construct new Transmission Sys to Serve New Sub S #202315	2,500,000
Construction of New Substation S #202314	3,500,000
	\$17,774,000

Power and Light Debt

Program by Expenditure Category	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Debt Service	\$8,596,760	\$8,632,100	\$8,632,100	\$8,635,400
Program by Fund				
Power and Light Fund (020)	\$8,596,760	\$8,632,100	\$8,632,100	\$8,635,400
Debt Issuance				
<u>Issue 2012A</u>				
Principal	\$0	\$0	\$0	\$0
Interest	-	-	-	-
Fees	1	-	-	-
Total	\$1	\$0	\$0	\$0
<u>Issue 2012F</u>				
Principal	\$0	\$0	\$0	\$0
Interest	-	-	-	-
Fees	3,001	-	-	-
Total	\$3,001	\$0	\$0	\$0
<u>Issue 2016D</u>				
Principal	\$0	\$0	\$0	\$0
Interest	1,789,994	1,790,000	1,790,000	1,790,000
Fees	5,499	3,000	3,000	3,000
Total	\$1,795,493	\$1,793,000	\$1,793,000	\$1,793,000
<u>Issue 2022B</u>				
Principal	\$3,210,000	\$3,555,000	\$3,555,000	\$3,730,000
Interest	3,579,592	3,281,100	3,281,100	3,103,400
Fees	8,674	3,000	3,000	9,000
Total	\$6,798,265	\$6,839,100	\$6,839,100	\$6,842,400
Total				
Principal	\$3,210,000	\$3,555,000	\$3,555,000	\$3,730,000
Interest	\$5,369,585	\$5,071,100	\$5,071,100	\$4,893,400
Fees	\$17,174	\$6,000	\$6,000	\$12,000
Total	\$8,596,760	\$8,632,100	\$8,632,100	\$8,635,400

General Fund Non-Departmental

	FY 2022-23 Actual Expenditures	FY 2023-24 Adopted Budget	FY 2023-24 Estimated Expenditures	FY 2024-25 Proposed Budget
Department Programs				
General Fund	\$217,275	\$381,600	\$286,000	\$1,906,599
Community Engagement (4205)	230,305	258,638	250,248	295,740
Total	\$447,581	\$640,238	\$536,248	\$2,202,339

Department by Expenditure Category

Salaries	\$0	\$0	\$0	\$0
Benefits	(2)	-	-	-
Retiree Health Insurance	-	-	-	-
Internal Services	1,088	1,448	1,448	4,600
Professional Services	31,462	20,000	44,000	42,300
Equipment	1,795	-	12,400	-
Other Operating Expenses	413,238	618,790	478,400	518,840
Debt Service	-	-	-	1,636,599
Total	\$447,581	\$640,238	\$536,248	\$2,202,339

Department by Fund

General Fund (002)	\$447,581	\$640,238	\$536,248	\$2,202,339
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Full-Time Equivalent Employees

General Fund (002)	0.00	0.00	0.00	0.00
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MISSION

This cost center was traditionally been used for costs considered not to belong to a department. Beginning in FY19 most of these costs - primarily retiree health insurance and workers compensation insurance premiums - have been placed in the department budgets.

General Fund Non-Departmental

	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
Program by Expenditure Category	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Transfers Out (002-6600)	217,275	360,000	286,000	10,000
Transfers Out for Capital Projects			-	260,000
GF Non-Departmental (6502)	-	21,600	-	-
Debt Services (002-6373, 6374, 6505)	-	-	-	1,636,599
Total	\$217,275	\$381,600	\$286,000	\$1,906,599
Program by Fund				
General Fund (002)	\$217,275	\$381,600	\$286,000	\$1,906,599

MISSION

This cost center was traditionally been used for costs considered not to belong to a department. Beginning in FY19 most of these costs - primarily retiree health insurance and workers compensation insurance premiums - have been placed in the department budgets.

City Memberships

Program by Expenditure Category	FY 2022-23	FY 2023-24	FY 2023-24	FY 2024-25
	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Salary	\$0	\$0	\$0	\$0
Benefits	(2)	-	-	-
Retiree Health Insurance	-	-	-	-
Internal Services	1,088	1,448	1,448	4,600
Professional Services	31,462	20,000	44,000	42,300
Equipment	1,795	-	12,400	-
Other Operating Expenses	195,963	237,190	192,400	248,840
Total	\$230,305	\$258,638	\$250,248	\$295,740
Program by Fund				
General Fund (002-4205)	\$230,305	\$258,638	\$250,248	\$295,740

MISSION

The purpose of Community Engagement is to provide funding for various civic, government, and economic development partnerships that are not department-specific. This org key was formerly known as City Memberships. These General Fund expenditures are managed by the City Managers' office.

LINE ITEM DETAILS

Object	Object Description	Amount	Detailed Description
5203	Overnight Travel & Meetings	\$2,000	Lagers Conference for President and City Clerk
5204	Events and Meetings	43,250	City, CMO and Community Events; Volunteer breakfast and recognition
5204	Events and Meetings	14,000	Employee Engagement Committee
5205	Advertising & Public Notic.	1,200	Advertising & Printing
5205	Advertising & Public Notic.	2,500	Misc.
5213	Dues and Memberships	143,390	Mid America Regional Yearly Dues; MARC Emergency Services; Independence Chamber Membership; Employee of the Month Plaques, KC Chamber Renewal; SantaCaliGon Festival (misc. items, fencing, barricades, etc.); Human Relations Commission; MARC Supervisory training.
5240	Other Services	42,500	Youth Court
		\$248,840	

Staywell Health Fund

Internal Service Fund

	FY 2021-22	FY 2022-23	FY 2022-23	FY 2023-24
Program by Expenditure Category	Actual Expenditures	Adopted Budget	Estimated Expenditures	Proposed Budget
Salaries	\$389,540	\$568,500	\$298,667	\$740,500
Benefits	-	-	-	-
Retiree Health Insurance	-	-	-	-
Internal Services	-	-	-	-
Professional Services	(67,470)	60,900	100,000	60,900
Equipment	-	-	-	-
Other Operating Expenses	23,871,123	22,207,600	21,001,300	24,400,000
Total	\$24,193,193	\$22,837,000	\$21,399,967	\$25,201,400
Program by Fund				
Staywell Fund (091)	\$24,193,193	\$22,837,000	\$21,399,967	\$25,201,400
Total Full Time Equivalent Positions	0.00	0.00	0.00	0.00

MISSION

Internal Service Funds are used to account for the financing of goods or services provided by one department or agency to other departments or agencies of the government and to other governmental units on a cost-reimbursed basis. This fund is used to account for the costs of the City's self-insured healthcare plan. The salary and benefits budget reflects the City portion of the Health Savings Accounts.

Appendix

Budget Packages

Included in FY 2024-25 Proposed Budget

Any new items or programs that do not fit into a department's base budget must be requested as a budget packages. Budget package requests are required for any:

- Personnel changes
 - Including salary increases (outside of union agreements), conversions and additional FTE.
 - If requesting new headcount, benefits should be included.
- Operating expenditure changes (not personnel) over \$5,000.
- Overtime increases of more than 10% at the department or fund level, against the prior year adopted budget.

Department	Fund(s)	Type	Package Title	Total Cost	FTE
City Clerk	GF	Opex	Document Shredding/File Purge	10,000	
City Manager	GF	Opex	Professional Service Lobbyist	25,000	
Emergency Mang.	GF	Equip	Computer Replacement	4,000	
Municipal Court	GF	Personnel	Salary Increases	24,500	
PRT	Tourism	Opex	Museum Fundraising	150,000	
PRT	Tourism	Equip	Roof Repairs at MMRM	45,000	
PRT	Tourism	Equip	Caboose Restoration	80,000	
PRT	Tourism	Equip	Water Tower Demolition	75,000	
Health & Animal Services	Health Property Tax	Equip	Kuranda Beds	9,944	
Health & Animal Services	Health Property Tax	Equip	Play Yard Equipment	8,554	
Health & Animal Services	Health Property Tax	Opex	Health Uniform Shirts	1,500	
Municipal Services	Street Sales Tax	Equip	Transit XLT Van	14,235	
PRT	Parks Improv Sales Tax	Personnel	Seasonal Staff	94,600	3.3
Municipal Services	Storm Water Sales Tax	Equip	Brush Hog Attachment	20,000	
Municipal Services	Storm Water Sales Tax	Equip	Flail Mower Attachment	20,000	
Municipal Services	Storm Water Sales Tax	Equip	Equipment Trailer	20,000	
Municipal Services	Storm Water Sales Tax	Opex	Professional Services	11,830	
Municipal Services	Storm Water Sales Tax	Opex	US Army Corps of Engineers Study	100,000	

Fire	Fire PST	Opex	EVT Training	6,000	
Fire	Fire PST	Opex	FDIC Conference	10,000	
Fire	Fire PST	Opex	Fire/Rescue Training	10,000	
Fire	Fire PST	Opex	Duct Cleaning	10,000	
Fire	Fire PST	Opex	Roof Repair	35,000	
Fire	Fire PST	Equip	Fire Equipment	170,000	
Fire	Fire PST	Equip	Wellness Equipment	50,000	
Fire	Fire PST	Equip	Staff Vehicle Replacement	150,000	
Police	Police Use Tax	Opex	Axon Contract Year 2	1,215,871	
Power & Light	Power & Light	Personnel	District Planner I	124,000	1
Power & Light	Power & Light	Personnel	Electronics Technician	146,000	1
Municipal Services	Water	Opex	Chemicals	1,509,658	
Municipal Services	Water	Personnel	Pipe Workers	172,800	2
Grand Total				4,324,391	7.3

City of Independence, Missouri American Recovery Plan Funding Revised August 2023					
ARP Categories	July 2021 - June 2022	July 2022 - June 2023	July 2023 - June 2024	July 2024- December 2024	Total
Costs to respond to the public health emergency with respect to the COVID-19 negative economic impacts					
<i>Reduce Blight in Commercial Corridors, Entryways and Neighborhoods</i>					
• Illegal Dumping Mitigation (Cameras, LPR)	\$ 100,000	100,000	50,000	-	250,000
• ROW Trash Removal	200,000	200,000	200,000	100,000	700,000
• Dangerous Building Program	230,000	380,000	157,374	-	767,374
<i>Improve Visual Appearance of Major Commercial Corridors and Historic Sites</i>					
• Highway 24 Enhancements (Phase I, II, Fairmount)	-	1,000,000	2,353,274	-	3,353,274
• 2.20.23 Council Amended - Bistate Sustainable Corridor Project	-	-	187,000	-	187,000
• Square Streetscaping	-	-	1,000,000	435,000	1,435,000
• Chrysler Bridge	-	-	105,225	-	105,225
<i>Improve Public Infrastructure and Facilities</i>					
• Park Infrastructure/Maintenance	1,617,285	-	-	-	1,617,285
<i>Stabilize and Revitalize Neighborhoods</i>					
• Housing Study	61,000	-	-	-	61,000
• CDB 5-Year Consolidated Plan and Analysis of Impediments to Fair Housing	18,215	-	-	-	18,215
• 08.21.23 Council - Downtown Master Developer Plan	-	-	127,425	-	127,425
<i>Reduce Crime and Disorder</i>					
• Police Hiring Incentive	15,000	100,000	100,000	100,000	315,000
• Ballistic Helmets & Protective Equipment	100,715	-	-	-	100,715
• Police Officer Retention Payment	1,418,437	-	-	-	1,418,437
• 10.18.21 Council Amended - Sniper Rifles	33,612	-	-	-	33,612
• 10.18.21 Council Amended - K-9	14,000	-	-	-	14,000
• 10.18.21 Council Amended - Detention Unit Cameras	58,120	-	-	-	58,120
• 10.18.21 Council Amended - Radio Tower Camera System	33,980	-	-	-	33,980
<i>Enhance Public Health</i>					
• Costs Associated with Start-Up of Health Department	300,000	300,000	-	-	600,000
• First Year Grant Writer for Emergency Service Grants	35,000	10,851	10,000	-	55,851
• Co-Responder Pilot Program	60,000	60,000	-	-	120,000
• 10.18.21 Council - Fire for One Time Replacement of Current Aerial Apparatus	193,769	-	-	-	193,769
<i>Improve Long-Range Financial Planning and Decision-Making</i>					
• Negative Impact to Staywell Fund	850,000	1,000,000	-	-	1,850,000
• Multi-Year Employee Health Subsidy	1,500,000	2,900,000	-	-	4,400,000
<i>Communicate More Effectively Internally and Externally</i>					
• Phone System Upgrade	-	300,000	100,000	-	400,000
• City Hall Security and Citizen Interaction Improvements	23,642	-	-	-	23,642
• Replace Content Management System	-	125,000	-	-	125,000
The provision of government services to the extent of the reduction in revenue of the entity due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year					
<i>Optimize Resources</i>					
• Loss of Revenue in General Fund	3,122,000	-	-	-	3,122,000
	\$ 9,984,775	6,475,851	4,390,298	635,000	21,485,924

Budget Procedures and Policies

The fiscal year of the city shall start on July 1st and end on June 30th.

1. Budget Preparation and Submission

- a. **City Charter, Section 8.2 Budget: Preparation and submission.** At least forty-five (45) days before the beginning of the fiscal year, the City Manager shall prepare and submit to the Council a proposed budget for the next fiscal year, which shall contain detailed estimates of anticipated revenues including any resources available from the current fiscal year and proposed expenditures for the year and any explanatory message. The budget shall include the general fund and at least all other regular operating funds which are deemed to require formal annual budgeting and shall be in such form as the City Manager deems desirable or as the Council may require. The total of the proposed expenditures from any fund shall not exceed the total of the anticipated resources thereof. The budget and budget message shall be public records in the office of the City Clerk and shall be open to public inspection. Copies of the budget and budget message shall be made for distribution to persons on request.
- b. **City Charter, Section 8.3 Comparison of anticipated revenues and proposed expenditures with prior years.**
- c. In parallel columns opposite the several items of anticipated revenues in the budget, there shall be placed the amount of revenue during the last preceding fiscal year and the amount of revenue up to the time of preparing the budget plus anticipated revenue for the remainder of the current fiscal year estimated as accurately as may be.
- d. In parallel columns opposite the several items of proposed expenditures in the budget, there shall be placed the amount of each such item actually expended during the last preceding fiscal year and the amount of each such item actually expended up to the time of preparing the budget plus the expenditures for the remainder of the current fiscal year estimated as accurately as may be.

2. Public Hearing

- a. **City Charter, Section 8.4 Budget: Public hearing.** The Council shall hold a public hearing on the proposed budget at least one (1) week after a notice of the time of the hearing has been published in a newspaper of general circulation within the city; and any interested person shall have the opportunity to be heard. The Council may continue the hearing at later meetings without further notice.

3. Amendments, Adoption and Appropriations

- a. **City Charter, Section 8.5 Budget: Amendment, adoption, appropriations.** The Council may insert, strike out, increase, or decrease items in the budget, and otherwise amend it, but may not increase any estimate of anticipated revenues therein unless the City Manager certifies that, in the City Manager's judgment, the amount estimated will be revenue of the fiscal year. The Council, not later than the twenty seventh (27th) day of the last month of the fiscal year, shall adopt the budget and make the appropriations for the next fiscal year. If the Council fails to adopt the budget and

make the appropriations on or before that day, the budget as submitted or as amended, shall go into effect and be deemed to have been finally adopted by the Council; and the proposed expenditures therein shall become the appropriations for the next fiscal year. The appropriations, when made by the Council by a general appropriation ordinance separate from the budget document, need not be in as great detail as the proposed expenditures in the budget. Appropriations from a fund shall never exceed the anticipated resources thereof in the budget as adopted.

4. Transfer of Appropriation Balances and Amendments

- a. **City Charter, Section 8.6 Budget: Transfer of appropriation balances, amendment.** After the appropriations are made and except as the Council by ordinance may provide otherwise, the City Manager may transfer unencumbered appropriation balances or parts thereof from any item of appropriation within a department, office or agency to any other items of appropriation, including new items within the same department, office or agency; and upon recommendation by the City Manager, the Council may transfer unencumbered appropriation balances or parts thereof from any item of appropriation, including an item for contingencies, in a fund to any other item of appropriation, including new items in the fund.

Upon recommendation by the City Manager, the Council by ordinance may also amend the budget as adopted by changing the estimates of anticipated revenues for proposed expenditures of a fund and otherwise; and may increase or decrease the total appropriations from a fund when a change in revenues or conditions justify such action; but total appropriations from any fund shall never exceed the anticipated revenues thereof in the budget as adopted or as amended, as the case may be. The Council shall not increase any estimate of anticipated revenues in the budget unless the City Manager certifies that, in the City Manager's judgement, the amount estimated will be revenue of the fiscal year.

5. Fund Types

- a. Governmental Funds – are those through which most governmental functions of the city are financed. The acquisition, use and balances of the city's expendable financial resources and the related liabilities (other than those in proprietary funds) are accounted for through governmental funds. The measurement focus is upon determination of changes in financial position. The following are the city's governmental fund types for which annual operating budgets are prepared:
 - i. **The General Fund** is the principal operating fund of the city and accounts for all financial transactions not accounted for in other funds. The general operating expenditures, fixed charges and capital improvement costs that are not paid through other funds are financed through revenues received by the General Fund.
 - ii. **Special Revenue Funds** are used to account for revenues derived from specific taxes, governmental grants or other revenue sources which are designated to finance particular functions or activities of the city.

- b. Proprietary Funds – are used to account for the city’s on-going organizations and activities which are similar to those often found in the private sector. The measurement focus is upon determination of net income. The following are the city’s proprietary fund types:
 - i. **Enterprise Funds** are used to account for operations that are financed and operated in a manner similar to private business enterprises where the intent of the governing body is that the costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges or where the periodic determination of net income or loss is deemed appropriate.
- c. Internal Service Funds – are used to account for the financing of goods or services provided by one department or agency to other departments or agencies of the city on a cost-reimbursement basis.

6. Basis of Accounting/Measurement Focus for Budgets

Basis of accounting refers to when revenues and expenditures or expenses are recognized in the accounts and recorded in the financial statements. Basis of accounting relates to the timing of the measurements made, regardless of the measurement focus applied. Measurement focus determines upon expenditures – decreases in net financial resources. The measurement focus for proprietary funds is based on expenses – decreases in net total assets. The principal difference between expenditures and expenses is that with expenditures, the primary concern is the flow of resources, however with expenses; the primary concern is the substance of transactions and events which may not specifically related to the actual flow of resources.

As already indicated, the basis of accounting relates to when transactions are recorded, not what is actually recorded. The three different types of accounting basis are 1) cash, 2) Modified Accrual, and 3) Accrual. The latter two are recognized as Generally Accepted Accounting Principles (GAAP); the Cash basis is not.

The modified accrual basis of accounting is utilized by all governmental fund types and expendable trust funds. Under the modified accrual basis of accounting, revenues are recorded as collected unless susceptible to accrual, i.e., amounts measurable and available to finance the city’s operations or of a material amount and not received at the normal time of receipt. Available means collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. Significant revenues which are considered susceptible to accrual include real estate taxes, sales taxes, utility franchise taxes, interest, and certain State and Federal grants and entitlements. Expenditures, other than interest on long-term debt, are recorded when the liability is incurred.

In applying the susceptible to accrual concept to intergovernmental revenues (i.e. grants), the legal and contractual requirements of the individual program is used as guidance. There are, however, essentially two types of these revenues. In one, monies must be expended on the specific purpose or project before any amounts will be paid to the city; therefore, revenues are recognized based upon the expenditures recorded. In the other, monies are virtually

unrestricted as to purposes or expenditures and nearly irrevocable. i.e., revocable only for failure to comply with prescribed compliance requirements. These resources are reflected as revenues at the time of receipt or earlier if they meet the available and measurable criteria. Real estate taxes levied and expected to be collected within sixty days after the fiscal year end are considered available and, therefore, are recognized as revenues.

Licenses and permits, fines and forfeitures, charges for services and miscellaneous revenues are recorded as revenues when received in cash because they are generally not measurable until actually received.

The accrual basis of accounting is utilized by the proprietary and nonexpendable trust fund types. Under this basis of accounting, revenues are recognized when earned (including unbilled revenue) and expenses are recorded when liabilities are incurred.

7. Encumbrances

The city's policy is to prepare the annual operating budget on a basis which includes encumbrances as the equivalent of expenditures in order to assure effective budgetary control and accountability and to facilitate effective cash planning and control. Encumbrance accounting is where purchase orders, contracts, and other commitments for the expenditures of funds are recorded in order to reserve that portion of the applicable appropriation.

Encumbrances outstanding at year-end represent the estimated amount of the expenditures ultimately to result if unperformed contracts in progress at year-end are completed. Encumbrances outstanding at year-end are reported in the Annual Comprehensive Financial Report (ACFR) as reservations of fund balances because they do not constitute expenditures or liabilities. Outstanding encumbrances at year-end are re-appropriated in the following fiscal year in order to provide authority to complete these transactions.

8. Difference between Budget Basis and Financial Reporting Basis

The city's Annual Comprehensive Financial Report (ACFR) reports on the status of the city's finance in accordance with the GAAP basis of accounting. In most cases this is also the same basis of accounting as used in preparing the budget. Exceptions to the basis of accounting used for financial reports and in preparing the budget are listed below:

1. Governmental Fund Types – All governmental fund types use the same basis of accounting for reporting and budgeting with the exception that the budget also recognizes encumbrance accounting. In the ACFR, the "Combined Statement of Revenues, Expenditures and Changes in Fund Balance – All Governmental Fund Types and Expendable Trust Funds" presents revenues and expenditures in accordance with the GAAP basis of accounting. The "Combined Statement of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual (Budget Basis)" in the ACFR presents the same information, however it also includes the recognition of encumbrances. This later statement provides a reconciliation of the presented data to the GAAP basis statement.

2. Proprietary Fund Types – All proprietary fund types use the same basis of accounting for reporting and budgeting with the exception of “non-cash” expenses and disbursements that affect balance sheet accounts. “Non-cash” expenses are included in the financial reports but not in the budget. An example of this type of expense would be depreciation where an expense is recorded but a cash disbursement does not take place. Balance sheet account disbursements are items that are included in the budget as expenditures, however they do not affect the “Combined Statement of Revenues, Expenses and Changes in Retained Earnings/Fund Balances – All Proprietary Fund types and Nonexpendable Trust Funds” (i.e. the operating statement) in the ACFR.
3. An example of these types of items would be inventory purchases, debt principal payments and capitalized labor and material costs.

Financial Policies

Adopted by Council Resolution 17-729

Statement of Purpose

The City of Independence has an important responsibility to our residents to carefully account for public funds, manage municipal finances wisely, and to develop a plan to adequately fund services and facilities desired and needed by the public. The financial integrity of our city government is of utmost importance and the codification of a set of financial policies is a key element in maintaining this integrity. The formalization of a set of financial policies for the city is consistent with the Council's adopted goal of ensuring city finances are stable and sustainable through control of long-term costs, optimization of resources, long-range financial planning and sound decision-making.

Written and adopted financial policies have many benefits such as assisting the City Council and City Manager in providing the financial management of the city, saving time and energy when discussing financial matters, engendering public confidence and providing continuity over time as City Council and staff members change. While these policies will periodically be reviewed and amended, they will provide the foundation and framework for many of the issues and decisions facing the City today and in the future. They will promote sound financial management and assist in the city's stability, efficiency and effectiveness.

In the past, the City of Independence has developed a variety of different types of financial policies, many of which have been maintained on a somewhat informal basis. These policies can be found in a variety of different locations, including Council Resolutions, Ordinances, Budget Documents, Capital Improvements Programs, etc. The financial policies listed below will establish consistent standards for the review of existing practices as well as the development of future financial plans.

The following policies are divided into seven major categories: General, Fund Balances, Debt, Financial Sustainability, Long Range Financial Planning, Monitoring – Accountability – control, and Investment of Funds.

A. General

- a. Compliance with Applicable Laws: The city shall comply with all applicable federal and state laws, the City Charter, and the Code of Ordinances with respect to the interpretation and application of these policies.
- b. Compliance with Governmental Standards: Policies and practices in financial reporting shall be consistent with Governmental Accounting Standards Board (GASB) standards.

B. Fund Balances

- a. Minimum Unrestricted and Unassigned Fund Balance & Working Capital: The City of Independence has determined it a sound financial practice to maintain adequate fund balances and working capital. Accordingly, the city will endeavor to maintain a minimum Unrestricted and Unassigned Fund Balance in the General Fund equal to 16% of annual operating revenues less one-time funds like grants or transfers.

The city has adopted separate risk-based methodology for Fund Balances in Enterprise Funds.

For Special Revenue Funds that are primarily designated for capital purposes and support limited personnel and ongoing operations, the city will endeavor to maintain an Unassigned Fund Balance of 5% of annual revenues.

For Special Revenue Funds that support personnel and ongoing operations as well as capital expenditures, the city will endeavor to maintain an Unassigned Fund Balance between 5% and 16% of annual revenues.

- b. Use of Fund Balance: Circumstances may arise which warrant the use of Unassigned or Unrestricted Fund Balances and working capital balances. These include revenue shortfalls, unanticipated cost increases, emergencies, grant matching, early debt retirement, major projects and expenditures beyond those created by only natural disasters. In such cases, any expenditures from the Unassigned or Unrestricted Fund Balance must be approved by the Council. The rationale for the expenditure must be documented as part of council action. Any unrestricted and unassigned funds in excess of target minimums may be expended to fund non-recurring expenditures.
- c. Recovery Plan: if, based on staff's analysis and forecasting, the target level of Unassigned Fund Balance reserve is not being met or is unlikely to be met at some point within a five-year time horizon, then during the annual budget process, a plan to replenish the Unassigned Fund Balance reserve should be established.

C. Debt

- a. Evaluation Criteria: The following will be used to evaluate pay-as-you-go versus debt financing in funding capital improvements and equipment:
 - i. Factors which favor pay-as-you-go financing including the following:
 - 1. Current revenues and fund balances are available.
 - 2. Phasing-in of projects is feasible.
 - 3. Additional debt levels would adversely affect the City's credit rating.
 - 4. Market conditions are unfavorable or suggest difficulties in marketing new debt.
 - ii. Factors which favor debt financing include the following:
 - 1. Revenues available for debt issues are considered sufficient and reliable so that long-term financing can be marketed with an appropriate credit rating, which can be maintained.
 - 2. Market conditions present favorable interest rates and demand for city debt financing.
 - 3. A project is mandated by state or federal government and current revenues, or fund balances are insufficient to pay project costs.
 - 4. A project is immediately required to meet or relieve capacity needs.
 - 5. The life of the project or asset financed is five years or longer.
 - 6. The life of the project or asset is less than five years, but short-term financing that does not exceed the useful life of the project or asset is feasible.

7. Cost savings can be achieved by completing improvements as a single large project rather than as a multi-year series of pay-as-you-go smaller projects.
- b. Neighborhood Improvement District (NID) Debt: NID debt may be issued provided assessment payments are adequate to cover 100% of debt service and financing costs. The city will simultaneously apply any related economic development policies to evaluate the feasibility of the development project before issuing debt.
 - c. Early Debt Retirement: The city will endeavor, when possible, to retire bonds and other similar instruments early when sufficient revenues are accumulated and to refinance debt when a Net Present Value Savings of at least 3% exists.
 - d. Debt Term to Match Useful Life: Debt shall only be issued when the term of financing does not exceed the useful life of the asset for which the debt was issued.
 - e. City Debt Schedule: To ensure that long term debt obligations are sufficiently funded and accounted for, it is the city's policy to develop a comprehensive debt schedule which matches specific revenues to specific debt obligations for each year of the entire term of each source of debt.
 - f. Debt Coverage & Solvency: To demonstrate solvency, ensure sufficient revenues exist to retire debt issued and maintain favorable bond ratings, the city will endeavor to maintain a Debt Service Coverage Ratio (net operating income [revenue minus operating expenses excluding transfers] divided by total debt service payment) of at least 1.2.
 - g. Lease Purchase Financing: The city will lease-purchase items only if lease rates are less than the rate attained from investment return. In no event shall the city lease-purchase items with a useful life of less than the term of the lease.
 - h. Financial Advisor: To provide advice on the issuance of debt and related matters, the city will employ the services of an outside financial advisor. The financial advisor will assist the city in evaluating when debt should be sold through a competitive versus negotiated sale. Such factors in determining the form of sale include, but are not limited to, the complexity of the issue; the need for specialized expertise; maximizing savings in time or money; or circumstances in which market conditions or city credit are unusually volatile or uncertain. It is the city's policy that said financial advisor cannot also serve as the underwriter of municipal securities.
 - i. Statutory Limitations: The Missouri Constitution permits a city, by vote of two-thirds of the voting electorate, to incur general obligation indebtedness for city purposes not to exceed 10% of the assessed value of taxable tangible property. The city may issue additional debt not to exceed 10% of assessed valuation (20% total) for street and sewer improvements or purchasing or constructing water or electric utility plants.
- D. Financial Sustainability
- a. Financial Sustainability: To ensure financial sustainability in city programs and operations, it shall be the city's policy to apply one-time revenues to fund non-recurring expenditures. Similarly, personnel costs and on-going programs and operations will be funded with on-going, sustainable sources of revenue.

- b. **Priority Funding to Maintain Assets:** In preparing the annual budget, priority shall be given to providing adequate funding for maintenance, upkeep, and scheduled replacement of physical assets. The city will endeavor to establish funding levels to replace assets on a life-cycle basis. Enterprise Fund operations will endeavor to reflect, in budget appropriations, reinvest for the depreciation of assets.
- E. **Long Range financial Planning**
 - a. **5-Year Capital Improvement Plan:** The city will annually prepare a capital improvement plan that identifies its priorities and timeframe for undertaking capital projects and provides a financing plan for those projects. In order to ensure that proposed capital projects, their timing and their financing best meet the city's policies and plans, the capital improvement plan will:
 - i. Project at least five years into the future.
 - ii. Consider overall affordability in terms of both capital and operating costs; and
 - iii. Include a process that allows stakeholder involvement in prioritizing projects and review.
 - b. **Long Range Planning of Financial Obligations:** The city will annually prepare a financial plan to assess the long-term financial implications of current and proposed policies, programs and assumptions in order to develop appropriate strategies to achieve its goals. The financial plan will consist of:
 - i. An analysis of financial trends.
 - ii. An assessment of problems or opportunities facing the city.
 - iii. A five-year forecast of revenues and expenditures.
 - iv. A review of cash flow requirements and appropriate fund balances to determine whether modifications are appropriate for the Fund Balance Reserve Policy; and
 - v. Any further analyses as may be appropriate.
- F. **Monitoring – Accountability – Control**
 - a. **Transfer of funds:** Department Directors, with the consent of the City Manager or his/her designee, may transfer funds between line items within the total budget appropriation of a particular budget in a fund. The City Manager may transfer unencumbered appropriation balances or parts thereof from any item of appropriation within a fund, department, office or agency to any other items of appropriation, including new items, within the same fund or department.
 - b. **Reports:** It is the city's policy to produce monthly reports to verify that city departments are operating within the amount of appropriation, to compare actual income and expenses to budget estimates, to update year-end revenues and expense projections, and to develop, as soon as possible, strategies to meet financial challenges. Monthly reports to the City Manager from the Finance Department will also be provided to illustrate overall financial position of the city. A comprehensive annual financial report, as well as an annual audit, will also be produced.

- c. Spending: No expenditures may be made, or funds encumbered, unless consistent with adopted purchasing policies and expenditure procedures.
- d. Service Delivery Analysis: The city will seek to optimize the efficiency and effectiveness of its services to reduce costs and improve service quality. Alternative means of service delivery will be evaluated to ensure that quality services are provided to our residents at the most competitive and economical cost. Department directors, in cooperation with the City Manager's office, will identify all activities that could be provided by another source and review options/alternatives to current service delivery methods. The review of service delivery alternatives and the need for the service will be performed annually or on an "opportunity" basis.
- e. Grant Acceptance: The city shall actively pursue federal, state and other grant opportunities when deemed appropriate. Before accepting any grant, the city shall thoroughly consider all implications related to costs associated with complying with the terms of the grant agreement and the ongoing obligations that will be required in connection with the acceptance of the grant. In the event of reduced grant funding, city resources may be substituted only after all program priorities and alternatives are considered during the budget process. The City Manager will establish supplemental administrative policies to ensure appropriate coordination of grant applications and ensure grant compliance.
- f. Employee Staffing Levels: The addition of new positions will only be requested after service needs have been thoroughly examined and it is substantiated that the additional staffing will result in increased revenue, enhanced operating efficiencies, or the achievement of specific objectives approved by the Council. To the extent feasible, personnel cost reductions will be achieved through attrition and reassignment.
- g. Technology & Expertise: to ensure, to the greatest extent possible, accuracy in financial reporting, it is the city's policy to invest in necessary technology. It is also the city's policy to invest in training to develop staff expertise in financial reporting systems.

G. Investment of Funds

- a. The investment of city funds will be handled in accordance with the city's Statement of Investment Policy and Section 3.34(6) of the Charter of the City of Independence. Investments shall be undertaken in a manner that does not conflict with the Missouri Constitution Article IV, Section 5 on permitted investments or Section 30.270 of the Missouri Revised Statutes on permitted collateral.
- b. Safety of Principal: It is the city's policy that the foremost consideration in the city's investment strategy should be safety of the principal invested.
- c. Liquidity: It is the City's policy that the investment portfolio always remains sufficiently liquid to meet all operating requirements.
- d. Return: It is the city's policy that the investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, considering the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety of principal and liquidity objectives described above.

Utility Cash Reserve Policy for Electric

Statement of Purpose

To help ensure financial stability, timely completion of capital improvements and enable the utility to meet requirements for large, unexpected expenditures, a targeted cash reserve policy should be established. The cash reserve policy establishes a target as well as a bandwidth amount of cash the utility should keep in reserve to address the operational and financial risks of the utility. Actual cash reserves may vary substantially above the minimum and is dependent on the life cycle of assets, future capital plan, rate setting policies, and debt policies.

Funds available for the Cash reserve target shall not include funds that are legally required for debt service or funds available but designated for other purposes. Those designations include but are not limited to purposes such as collateral posting requirements, customer deposits and advance payments as well as reserves established through power purchase contracts.

Methodology

The methodology outlined in this policy is based on certain assumptions related to:

- Revenue Risk
- Expense Risk
- Working Capital
- Capital Reserve

After the reserve minimum is determined, management should consider the target “in total” and not each individual category. Percentage risk factors for Revenue, Expense, Working Capital, and Capital Reserve will be subject to City Council review and approval as part of the annual budget process.

[Initial recommended risk factor percentages are included below for illustrative purposes for the current fiscal year]

Calculation and Risk Factors Used

General Sales Decrease Economic Recession

Purpose: Cover fixed costs due to large scale economic shock similar to the Great Recession of 2008-2012. The fixed costs represent the total amount of operating expenses historically assumed or experienced to be fixed and add debt service, the necessary 10% coverage of debt service as well as the PILOT to the City.

[The cash reserve will include 6.0% of fixed costs over a 12-month period]

Loss of Large (Top12) Customer

Purpose: Cover fixed costs due to loss of one of the Top 12 Customers. Can also represent loss of load due to distributed generation or renewable mandate.

[The cash reserve will include 2.0% of fixed costs over a 12-month period]

Off System Sales

Purpose: Address risk of loss in the “profit” of off-system sales

[The cash reserve will include up to 10% of adjusted margin for power marketing revenues.]

Interest Income

Purpose: Address risk of loss of interest income on invested cash.

[The cash reserve will include up to 100 basis points (1%) of interest income from short-term investments over a 12-month period]

Expense Risk

Unplanned Outage – Market Exposure

Purpose: Address market risk in Nebraska City Unit 2 has an unplanned outage.

[The cash reserve will include an assumed outage of 90 days at a capacity factor of 90% and an energy shortfall that IPL can hedge by 50%. The market price of power is assumed to be weekday peak]

Planned Outage – Market Exposure

Purpose: Address market risk in Nebraska City Unit 2 has planned outage.

[The cash reserve will include an assumed outage of 30 days at a capacity factor of 90% and an energy shortfall that IPL can hedge by 50%. The market price of power is assumed to be weekday peak]

Fuel (Natural Gas) Exposure

Purpose: Address risk for natural gas purchases.

[The cash reserve will include assumption that IPL annually needs 1.5 million MMBtu of natural gas and the market price is higher than the budgeted amount by \$1.74 per MMBtu (representing the historical standard deviation in the natural gas market)]

Power Purchases and Capacity Expense

Purpose: Address market risk for power and capacity purchases.

[The cash reserve will include an assumption that IPL needs 1.7 million MWhs annually, that 50% of this need is hedged with long term agreements and the price for the remaining needs is at the “Weekday Off Peak” rate]

Renewable Energy Expense

Purpose: Address risk that wind and solar resources have higher capacity factors.

[The cash reserve will include an assumption of an assumed wind energy capacity factor of 40% at \$20 per MWh cost differential for 12-months]

Working Capital

Purpose: Represents a level of cash on hand to address the billing cycle (up to 60 days to convert MWhs delivered to an account receivable to cash) and uncertainty.

[The cash reserve will include up to an assumption of 90 days of working capital]

Capital Reserve

Purpose: Represents a level of cash on hand to allow for the flexible execution of both routine and unexpected capital projects.

[The cash reserve will include up to the average annual depreciation levels for previous six years]

Targeted Cash Reserve Calculation

The targeted cash reserve calculation considers the risk “in total” and not each individual category.

If certain events occur that results in cash reserves falling below the targeted cash reserve levels, the Manager should make recommendations to the City Council to restore cash reserves to the targeted levels over the subsequent three years. These actions may include several options:

- Rate adjustments
- Cost reductions
- Issuance of bonds to fund capital improvement programs rather than the use of “PayGo”.
- Modification of the assumptions used to determine the cash reserve levels.

It is important to emphasize this is a recommended targeted cash reserve. Actual cash reserves may vary substantially above the target and is dependent of the life cycle of assets, future capital plan, rate setting policies, and debt policies. The cash reserve calculation should be updated annually as part of the budget process.

Utility Cash Reserve Policy for Water

Statement of Purpose

To help ensure financial stability, timely completion of capital improvements and enable the utility to meet requirements for large, unexpected expenditures, a targeted cash reserve policy should be established. The cash reserve policy establishes a target as well as a bandwidth amount of cash the utility should keep in reserve to address the operational and financial risks of the utility. Actual cash reserves may vary substantially above the minimum and is dependent on the life cycle of assets, future capital plan, rate setting policies, and debt policies.

Funds available for the Cash reserve target shall not include funds that are legally required for debt service or funds available but designated for other purposes.

Methodology

The methodology outlined in this policy is based on certain assumptions related to:

1. Revenue Risk
2. Expense Risk
3. Working Capital
4. Capital Reserve

After the reserve minimum is determined, management should consider the target “in total” and not each individual category. Percentage risk factors for Revenue, Expense, Working Capital, and Capital Reserve will be subject to City Council review and approval as part of the annual budget process. **[Initial recommended risk factor percentages are included below for illustrative purposes for the current fiscal year]**

Calculation and Risk Factors Used

Revenue Risk

General Sales Decrease Economic Recession

Purpose: Cover fixed costs due to large scale economic shock like the Great Recession of 2008- 2012. The fixed costs represent the total amount of operating expenses historically assumed or experienced to be fixed and add debt service, the necessary 10% coverage of debt service as well as the PILOT to the City.

[The cash reserve will include 8.0% of fixed costs over a 12-month period]

Loss of Large Wholesale Customer

Purpose: Cover fixed costs due to the loss of one of the wholesale customers and represents loss of sales due to conservation efforts.

[The cash reserve will include 5.0% of fixed costs over a 12-month period]

Loss of Large Commercial Customer

Purpose: Cover fixed costs due to the loss of one of the larger customers of the department.

[The cash reserve will include 0.1% of fixed costs over a 12-month period]

Loss of Sales for Resale and Other Revenue

Purpose: There is a profit margin associated with resale sales and this profit can subsidize the operations of the utility.

[The cash reserve will include an assumed 10% reduction in profit margin over a 12-month period]

Interest Income

Purpose: Address risk of loss of interest income on invested cash.

[The cash reserve will include up to 100 basis points (1%) of interest income from short-term investments over a 12-month period]

Expense Risk

Power and Pumping

Purpose: Address market risk of electric power needed by the Department. Electric power is a commodity and subject to market and seasonal risks.

[The cash reserve will include a \$10 per MWh standard deviation on Annual MWh over a 12-month period]

Other expenses – including Chemicals

Purpose: Address inflationary risk of operating expenses incurred by the department.

[The cash reserve will include a 1% inflation rate of operating expenses over a 6-month period]

Working Capital

Purpose: Represents a level of cash on hand to address the billing cycle (up to 60 days to convert water treatment and delivery costs to an account receivable to cash).

[The cash reserve will include up to an assumption of 90 days of working capital]

Capital Reserve

Purpose: Represents a level of cash on hand to allow for the flexible execution of both routine and unexpected capital projects.

[The cash reserve will include up to the average annual depreciation levels]

Targeted Cash Reserve Calculation

The targeted cash reserve calculation considers the risk “in total” and not each individual category. The recommended level is \$15.3 million.

If certain events occur that results in cash reserves falling below the targeted cash reserve levels, the Manager should make recommendations to the City Council to restore cash reserves to the targeted levels over the subsequent three years. These actions may include several options:

- rate adjustments
- cost reductions
- issuance of bonds to fund capital improvement programs rather than the use of “PayGo”.
- funds on hand
- modification of the assumptions used to determine the cash reserve levels.

It is important to emphasize this is a recommended targeted cash reserve. Actual cash reserves may vary substantially above the target and is dependent of the life cycle of assets, future capital plan, rate setting policies, and debt policies. The cash reserve calculation should be updated annually as part of the budget process.

Utility Cash Reserve Policy for Water Pollution Control (Sanitary Sewer)

Statement of Purpose

To help ensure financial stability, timely completion of capital improvements and enable the utility to meet requirements for large, unexpected expenditures, a targeted cash reserve policy should be established. The cash reserve policy establishes a target as well as a bandwidth amount of cash the utility should keep in reserve to address the operational and financial risks of the utility. Actual cash reserves may vary substantially above the minimum and is dependent on the life cycle of assets, future capital plan, rate setting policies, and debt policies.

Funds available for the Cash reserve target shall not include funds that are legally required for debt service or funds available but designated for other purposes.

Methodology

The methodology outlined in this policy is based on certain assumptions related to:

1. Revenue Risk
2. Expense Risk
3. Working Capital
4. Capital Reserve

After the reserve minimum is determined, management should consider the target “in total” and not each individual category. Percentage risk factors for Revenue, Expense, Working Capital, and Capital Reserve will be subject to City Council review and approval as part of the annual budget process.

[Initial recommended risk factor percentages are included below for illustrative purposes for the current fiscal year]

Calculation and Risk Factors Used

Revenue Risk

General Sales Decrease Economic Recession

Purpose: Cover fixed costs due to large scale economic shock like the Great Recession of 2008- 2012. The fixed costs represent the total amount of operating expenses historically assumed or experienced to be fixed and add debt service, the necessary 10% coverage of debt service as well as the PILOT to the City.

[The cash reserve will include 7.00% of fixed costs over a 12-month period]

Loss of Top Customer

Purpose: Cover fixed costs due to the loss of one of the top customers and also represents loss of sales due to conservation efforts.

[The cash reserve will include 3.1% of fixed costs over a 12-month period]

Interest Income

Purpose: Address risk of loss of interest income on invested cash.

[The cash reserve will include up to 100 basis points (1%) of interest income from short-term investments over a 12-month period]

Expense Risk

Treatment and Disposal

Purpose: Address risk of an increase in the cost of treatment and disposal.

[The cash reserve will include a 3.0% assumed variance on an increase in treatment and disposal over a 12-month period]

Other expenses – Collection, Lab Services and Administration & General

Purpose: Address risk of operating expenses incurred by the department.

[The cash reserve will include a 1% assumed variance for a small increase in operating expenses over a 12-month period]

Working Capital

Purpose: Represents a level of cash on hand to address the billing cycle (up to 60 days to convert WPC treatment and delivery costs to an account receivable to cash).

[The cash reserve will include up to an assumption of 90 days of working capital]

Capital Reserve

Purpose: Represents a level of cash on hand to allow for the flexible execution of both routine and unexpected capital projects.

[The cash reserve will include up to the average annual depreciation levels]

Targeted Cash Reserve Calculation

The targeted cash reserve calculation considers the risk “in total” and not each individual category. The recommended level is \$16.5 million.

If certain events occur that results in cash reserves falling below the targeted cash reserve levels, the Manager should make recommendations to the City Council to restore cash reserves to the targeted levels over the subsequent three years. These actions may include several options:

- rate adjustments
- cost reductions
- issuance of bonds to fund capital improvement programs rather than the use of “PayGo”
- funds on hand
- modification of the assumptions used to determine the cash reserve levels.

It is important to emphasize this is a recommended targeted cash reserve. Actual cash reserves may vary substantially above the target and is dependent of the life cycle of assets, future capital plan, rate setting policies, and debt policies. The cash reserve calculation should be updated annually as part of the budget process.

Glossary

Accrual Basis of Accounting – A method of accounting by which transactions are recognized when they occur, regardless of the timing of cash receipts and disbursements.

Accounting System – The collective set of records and procedures used to record, classify, and report information on the financial status and operations of the city. The city currently uses Munis.

Accounts Payable – Amounts owed by the city to external entities for goods and services received.

Accounts Receivable – Amounts due to the city from external entities for goods and services.

Adopted Budget – The title of the budget following its formal adoption by resolution of the City Council.

Ad Valorem – In proportion to value, a basis for levy of taxes on property.

Appropriation – The legal authorization by the City Council to make expenditures and incur obligations for specific purposes, usually limited in the amount and the time in which it may be expended.

Assessed Valuation – A dollar value placed on real estate or other property by the Jackson County as a basis for levying property taxes.

Asset Management – Lifecycle management of an infrastructure asset to provide the required level of service in the most cost-effective manner. Activities include project planning, design and construction, commissioning, operations and maintenance, repair, replacement, upgrade, restoration, modernization, or refurbishment and decommissioning or disposal.

Audit, external – An examination of city records and accounts by an external source to check their validity and accuracy. A systematic collection of the sufficient, competent evidential matter needed to attest to the fairness of management's assertions in the financial statements or to evaluate whether management has efficiently and effectively carried out its responsibilities.

Audit, internal – An examination of city records and/or processes by an internal source to provide an assessment to improve the economy, efficiency, and effectiveness of city government.

Balanced Budget – A budget in which planned expenditures do not exceed planned funds available. For budgeting purposes, the use of contingency reserves or use of fund balance will be considered revenue in defining a balanced budget.

Beginning/Ending Fund Balance – Unencumbered resources available in a fund from the prior/current year after payment of the prior/current year expenses.

Bond – A certificate of debt issued by an entity, guaranteeing payment of the original investment, City of Independence Proposed Budget FY 2022-23 Page 227 plus interest, by a specified future date.

Budget – An annual financial plan that identifies revenues, types and levels of services to be provided, and the amount of funds that can be spent. Independence's Operating Budget encompasses one fiscal year, as does the Capital Improvement Program appropriation.

Budget Adjustment – This is a supplemental increase or decrease to the approved budget approved by the City Council via a resolution or meeting minute motion. Budget Calendar – The schedule of key dates or milestones which

a government follows in the preparation and adoption of the budget.

Budget Document – The official written statement prepared by the Finance Department and supporting staff, which represents the proposed budget to the legislative body.

Capital Assets – Purchases or acquisitions of assets with an initial individual cost of more than \$100,000 and an estimated useful life more than one year. Categories include land, buildings, equipment, infrastructure assets (roads, bridges, traffic signals, water and sewer systems, drainage systems) and other similar categories.

Capital Improvement Program (CIP) – A multi-year financial plan containing proposed construction of physical assets such as park, street, water, sewer, and recreation facilities.

Capital Project Funds – Funds that are utilized to account for resources used for the acquisition and construction of capital facilities by the city, except for those assets financed by proprietary funds.

Capital Outlay – Equipment (fixed assets) with a value \$5,000 or more and an estimated useful life of more than one year, such as automobiles and office furniture, which appear in the operating budget.

Community Development Block Grant (CDBG) – Funds allocated to local government from the federal government, usually through a local clearinghouse based on a formula, but required to be applied for and used within a broad functional area such as community development.

Community Facilities District (CFD) – A designated area for specific capital improvements installed by the city or a developer, or the maintenance of the same. The property owners receiving the benefit of

the improvements pay an assessment on their property tax bills.

CID – Community Improvement District.

Comprehensive Annual Financial Report (CAFR) – Audited financial statements submitted to the Mayor, City Council, and City Manager by the Finance Director on an annual basis. Consumer Price Index (CPI) – A statistical description of price levels provided by the U.S. Department of Labor. The change in this index from year to year is used to measure the cost of living and economic inflation.

Cost Allocation – A method used to charge General Fund overhead costs to other funds, such as Enterprise funds and Internal Service funds.

Debt Service – The payment of principal and interest on borrowed funds such as bonds.

Deficit – When the expenditures of a government are greater than its taxes and other revenues.

Deferred Maintenance – A backlog of needed repairs to city facilities including facility maintenance, painting and structural repairs.

Depreciation – The expense incurred with the expiration of a capital asset.

Direct Costs – Operational expenditures exclusive to a specific service or program.

Discretionary Revenue – Revenue received or collected which is not restricted in use and can be used for any city expenditure.

DNR – Department of Natural Resources.

Encumbrance – A legal obligation to pay funds, an expenditure of which has not yet occurred. The designation or reserving of funds to buy an item or service.

Enterprise Fund – A fund type established to account for the total costs of selected

governmental facilities and services that are operated like private enterprises and supported directly by fees and charges to users such as sewer services and are intended to be entirely self-supported.

Estimated Revenue – The revenue projected or estimated to be received during a fiscal period.

Expenditure – The spending of funds set aside by appropriation for identified goods and services.

Fee – A general term used for any charge levied by government for providing a service or permitting an activity.

Fines & Forfeitures – Revenues received and/or bail monies forfeited upon conviction of a misdemeanor or municipal infraction.

Fiscal Year – 12-month period designated as the budget year. The City of Independence's fiscal year is July 1 to June 30.

Fringe Benefits – This consists of the costs to provide employee benefits that include insurance and retirement and other miscellaneous benefits.

Full-time Equivalent (FTE) – The hours worked by one employee on a full-time basis, used to convert the hours worked by several part-time employees into the hours worked by full-time employees. One full-time position equates to 2,080 annual hours, and two employees each working 1,000 annual hours equals 1.0 full-time equivalent employee.

Full Time Position – A position where the employee works a full schedule as defined by the city, receives the benefits for full-time employees, and is covered by employment laws. One full-time position equates to 2,080 annual hours.

Fund – A set of interrelated accounts to record revenues and expenditures associated with a specific purpose.

Fund Balance – The number of financial resources available for use, or the excess of an entity's assets over its liabilities. A negative fund balance is sometimes referred to as a deficit.

Generally Accepted Accounting Principles (GAAP) – A combination of authoritative standards (set by policy boards) and the commonly accepted ways of recording and reporting accounting information. GAAP aims to improve the clarity, consistency, and comparability of the communication of financial information.

General Fund – The primary fund used by the city for which revenues and expenditures are not legally restricted for use. Examples of departments operating within the General Fund include Fire, Library, Parks & Recreation and Police.

GFOA – Government Finance Officers Association.

Governmental Accounting Standards Board (GASB) – Establishes and improves standards of states and local governmental accounting and financial reporting that will result in useful information for users of financial reports and guide and educate the public, including issuers, auditors, and users of those financial reports.

Grant – Contributions of cash or other assets from another agency to be used or expended for a specified purpose, activity, or facility.

Indirect Cost – Costs that are essential to the operation of the city but not exclusive to any specific service or program. Indirect costs are primarily associated with support departments such as City Clerk, City Attorney,

City Administration, Human Resources, and Finance.

Infrastructure – Public domain fixed assets including roads, curbs, gutters, sidewalks, drainage systems, lighting systems and other items that have value only to the city.

Interest Expense – Interest costs paid on loans and bonds.

Interfund Transfers – Payments from one fund to another fund, primarily for work or services provided.

Internal Service Fund – A fund that provides services to all city departments and bills the various other funds for services rendered.

Investment – Securities and real estate purchased and held to produce income in the form of interest, dividends, rentals, and base payments.

LAGERS – Local Government Employees Retirement System.

Long-Term Debt – Debt with a maturity of more than one year after the date of issue.

Mandated Program – A requirement by the State or Federal government that the city perform a task, perform a task a particular way or perform a task to meet a particular standard, often without compensation from the higher level of government.

Maintenance and Operations – A general category used for classifying expenditures for materials, supplies, and services that are normally used within the fiscal year.

Modified Accrual Basis of Accounting – A method of accounting in which revenues are recognized in the period they become available and measurable, and expenditures are recognized in the period the associated liability is incurred.

MODOT – Missouri Department of Transportation.

Municipal – In its broadest sense, an adjective which denotes the state and all subordinate units of government. In a more restricted sense, an adjective which denotes a city or village as opposed to other local governments.

Municipal Code – A collection of ordinances approved by City Council.

One-time Expenditures and/or Revenues – Used for one-time projects or services. After the project or service is completed, expenditures and/or revenues are terminated and are not considered part of the budget for the following year.

Operating Budget – The annual appropriation of funds for ongoing program costs, which include salaries, benefits, maintenance, operation, and capital outlay items.

Operating Costs – Estimated on-going expenses that can be expected to occur following the construction of a Capital Improvement Project.

Ordinance – A formal legislative enactment by the City Council.

Object Code – Refers to the specific expense or revenue category within the accounting structure.

Organization Key (Org key) – Refers to the specific assigned org key in the accounting structure. Each division has multiple organization (org) keys to refer to each program.

Performance Measures – Process of collecting, analyzing and/or reporting regarding the accomplishments toward a goal by department.

Personnel – Costs associated with providing the staff necessary to provide the desired

levels of City of Independence Proposed Budget FY 2022-23. Included are both salary and benefit costs.

Proposed Budget – The title of the budget prior to its formal adoption by resolution of the City Council.

Proprietary Funds – Accounts for services for which the city charges a fee, internally and externally. There are two types of proprietary funds, enterprise and internal service.

Program Revenue – Revenues generated by a given activity.

Reserves – A separate fund balance classification maintained for restricted use, i.e., fiscal sustainability or economic stabilization; or for unrestricted use to protect the city from emergencies or unanticipated expenditures.

Resolution – A special order of the City Council that requires less legal formality than an Ordinance.

Revenues – Amount of funds received from the collection of taxes, fees, permits, licenses, interest, and grants during the fiscal year.

Special Assessment – A compulsory levy made against certain properties to defray all, or part of the cost of a specific capital improvement or service deemed to benefit primarily those properties.

Special Revenue Funds – A fund that collects revenues that are restricted by the city, state, or federal government, used to account for the revenue derived from specific taxes or other earmarked revenue sources (other than for major capital projects) that are restricted by law or administrative action to expenditures for specified purposes.

Surplus – When revenues exceed expenditures in a given fiscal year.

Tax Levy – The resultant product when the tax rate per one hundred dollars is multiplied by the tax base.

Taxes – Mandatory charges levied by a governmental unit for the purpose of financing services performed for the common benefit.

Tax Increment Financing Districts (TIF) – A geographical area or district created under Missouri law to encourage development of the area within its boundaries by the reinvestment of half of the incremental tax growth generated by property value increases and new development within the district.

Transfers – Legally authorized financial transaction occurring between a fund receiving revenue to the fund through which the resources are to be expended.

Transportation Development District (TDD) – A geographical area or district created under Missouri law to encourage development of the area within its boundaries by imposing sales tax.

Undesignated Fund Balance – That portion of the fund balance that has neither been restricted nor designated for a specific purpose. The account is available for general appropriation.

User Fees – Fees charged to users of a particular service provided by the City.

Working Capital (Designated) – An account within the fund balance of the General Fund in which resources were set aside for purposes of maintaining positive cash flow, shortfalls in the revenue projections, and emergencies during the fiscal year.



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City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-042 2R An Ordinance finding, determining, and declaring the necessity of acquiring general utility easements and temporary construction easements for the Rockwood Storm Drainage Improvement Project (Project No. 132202); authorizing the negotiation and eminent domain proceedings if necessary; authorizing the use of experts as needed; authorizing and directing the execution of documents and the payment of funds to property owners or others holding property rights in conjunction with the project. 2R

Recommendations:

Council approval is recommended.

Background:

Approval of this ordinance will allow City Staff to proceed with easement acquisitions for the Rockwood Storm Drainage Improvement Project (No. 132202). This project will construct stormwater drainage improvements in a residential area. The project boundaries are from E. 28th St. to E. 25th St, between S. Hardy Ave and S. Northern Blvd.

This project is eligible for up to \$2,076,554 in ARPA (American Rescue Plan Act) funding reimbursement.

Emergency Justification:**Fiscal Impact:**

The potential fiscal impact to the City is \$210,000. Funding for the Rockwood Storm Drainage Improvement Project (no. 132202) is included in the FY 22 adopted budget, page number 138, account number 7013-5406.

Council Action:

**Department /
Contact**

Municipal Services /

REVIEWERS

Lisa Reynolds

Meagan Borth

ATTACHMENTS:

1. MS.Rockwood Storm Drainage Improvements Easement Aquisition Ordinance
2. Location Map - Rockwood Drainage Project

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE FINDING, DETERMINING, AND DECLARING THE NECESSITY OF ACQUIRING GENERAL UTILITY EASEMENTS AND TEMPORARY CONSTRUCTION EASEMENTS FOR THE ROCKWOOD STORM DRAINAGE IMPROVEMENT PROJECT (PROJECT NO.132202); AUTHORIZING THE NEGOTIATION AND EMINENT DOMAIN PROCEEDINGS IF NECESSARY; APPROVING THE PLANS AND SPECIFICATIONS FOR THE PROJECT; AUTHORIZING THE USE OF EXPERTS AS NEEDED; AUTHORIZING AND DIRECTING THE EXECUTION OF DOCUMENTS AND THE PAYMENT OF FUNDS TO PROPERTY OWNERS OR OTHERS HOLDING PROPERTY RIGHTS, IN CONJUNCTION WITH THE PROJECT.

WHEREAS, the City Council of the City of Independence, Missouri, pursuant to advice and recommendation of the Municipal Services Director, deems it necessary, advisable and in the public interest to obtain general utility easements in accordance with the plans and specifications as approved for construction, operation and maintenance of Rockwood Storm Drainage Improvement Project (No.132202), together with all appurtenances, thereto, along, over, under, upon, across and through certain tracts of land within Independence, Jackson County, Missouri; and,

WHEREAS, the City has authority by virtue of Section 82.240 of the Revised Statutes of the State of Missouri, 1969, as amended, and Section 1.3 and 1.4 of the Charter of the City of Independence, Missouri, revised August 8, 1978, to acquire private property by eminent domain proceedings for any public or municipal use, including the uses or purposes stated herein.

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

SECTION 1. That it is hereby found, determined and declared that it is necessary for the purpose of construction, operation and maintenance of improved Rockwood Storm Drainage Improvement Project (No. 132202) for the City of Independence, Missouri, to acquire by purchase or eminent domain proceedings temporary construction grading easements, general utility easements, and right of way for such public improvements, including, but not limited to, the right to construct curbs, drives, trails, sidewalks and storm sewers, together with all appurtenances thereunto belonging along, over, under, upon, across and through the following described tracts of land, all of which are situated in Independence, Jackson County, Missouri; to wit:

Tract 1

General Utility Easement

All that part of Lot 227, Rockwood Heights (Lots 196-228), a platted subdivision in the City of

Independence, Jackson County Missouri, lying in the Southwest Quarter of Section 9, Township 49

North, Range 32 West, more particularly described by Patrick Ethan Ward, Missouri PLS-2005000071 of

Olsson, LC-366, on April 8, 2024, as follows:

BEGINNING at the West corner of said Lot 227; thence North 26 degrees 08 minutes 30 seconds East, on

the Northwest line of said Lot 227, a distance of 12.61 feet to a point; thence departing said Northwest line, South 61 degrees 51 minutes 22 seconds East a distance of 8.52 feet to a point; thence South 31 degrees 59 minutes 52 seconds West a distance of 12.94 feet to a point on the Southwest line of said Lot 227; thence North 58 degrees 57 minutes 34 seconds West, on said South line, a distance of 0.63 feet to a point of curvature; thence in a Northwesterly direction, on a tangent curve to the left, having a radius of 389.89 feet, through a central angle of 00 degrees 58 minutes 03 seconds, an arc distance of 6.58 feet to the POINT OF BEGINNING, containing 100 square feet, or 0.0023 acres, more or less.

Temporary Construction Easement

All that part of Lot 227, Rockwood Heights (Lots 196-228), a platted subdivision in the City of Independence, Jackson County Missouri, lying in the Southwest Quarter of Section 9, Township 49 North, Range 32 West, more particularly described by Patrick Ethan Ward, Missouri PLS-2005000071 of Olsson, LC-366, on April 8, 2024, as follows:

COMMENCING at the West corner of said Lot 227; thence North 26 degrees 08 minutes 30 seconds East, on the Northwest line of said Lot 227, a distance of 12.61 feet to the POINT OF BEGINNING; thence continuing North 26 degrees 08 minutes 30 seconds East, on said Northwest line, a distance of 21.94 feet to a point; thence departing said Northwest line, South 59 degrees 55 minutes 35 seconds East a distance of 37.24 feet to a point; thence South 30 degrees 31 minutes 20 seconds West a distance of 35.00 feet to a point on the Southwest line of said Lot 227; thence North 58 degrees 57 minutes 34 seconds West, on said Southwest line, a distance of 27.38 feet to a point; thence departing said Southwest line, North 31 degrees 59 minutes 52 seconds East a distance of 12.94 feet to a point; thence North 61 degrees 51 minutes 22 seconds West a distance of 8.52 feet to the POINT OF BEGINNING, containing 1,146 square feet, or 0.0263 acres, more or less.

Tract 2:

General Utility Easement

All that part of Lot 226, Rockwood Heights (Lots 196-228), a platted subdivision in the City of Independence, Jackson County Missouri, lying in the Southwest Quarter of Section 9, Township 49

North, Range 32 West, more particularly described by Patrick Ethan Ward, Missouri PLS-2005000071 of Olsson, LC-366, on April 8, 2024, as follows:

BEGINNING at the South corner of said Lot 226; thence in a Northwesterly direction, on the Southwest line of said Lot 26, on curve to the left whose initial tangent bears North 59 degrees 55 minutes 38 seconds West, having a radius of 389.89 feet, through a central angle of 00 degrees 35 minutes 19 seconds, an arc distance of 4.01 feet; thence North 28 degrees 34 minutes 47 seconds East, departing said Southwest line, a distance of 12.49 feet to a point; thence South 61 degrees 51 minutes 22 seconds East a distance of 3.47 feet to a point on the Southeast line of said Lot 226; thence South 26 degrees 08 minutes 30 seconds West, on said Southeast line, a distance of 12.61 feet the POINT OF BEGINNING, containing 47 square feet, or 0.0011 acres, more or less.

Temporary Construction Easement

All that part of Lot 226, Rockwood Heights (Lots 196-228), a platted subdivision in the City of Independence, Jackson County Missouri, lying in the Southwest Quarter of Section 9, Township 49 North, Range 32 West, more particularly described by Patrick Ethan Ward, Missouri PLS-2005000071 of Olsson, LC-366, on April 8, 2024, as follows:

COMMENCING at the South corner of said Lot 226; thence in a Northwesterly direction, on the Southwest line of said Lot 226, on curve to the left whose initial tangent bears North 59 degrees 55 minutes 38 seconds West, having a radius of 389.89 feet, through a central angle of 00 degrees 35 minutes 19 seconds, an arc distance of 4.01 feet to the POINT OF BEGINNING; thence continuing Northwesterly, on said Southwest line, on a tangent curve to the left, having a radius of 389.89 feet, through a central angle of 02 degrees 23 minutes 40 seconds, an arc distance of 16.29 feet; thence departing said Southwest line, North 30 degrees 32 minutes 10 seconds East a distance of 35.00 feet to a point; thence South 59 degrees 55 minutes 35 seconds East a distance of 17.64 feet to a point on the Southeast line of said Lot 226; thence South 26 degrees 08 minutes 30 seconds West, on said Southeast line, a distance of 21.94 feet to a point; thence departing said Southeast line, North 61 degrees 51 minutes 22 seconds West a distance of 3.47 feet to a point; thence South 28 degrees 34 minutes 47 seconds West a distance of 12.49 feet to the POINT OF BEGINNING, containing 610 square feet, or 0.0140 acres, more or less.

Tract 3:

General Utility Easement

All that part of Lot 196, Rockwood Heights (Lots 196-228), a platted subdivision in the City of Independence, Jackson County Missouri, lying in the Southwest Quarter of Section 9, Township 49 North, Range 32 West, more particularly described by Patrick Ethan Ward, Missouri PLS-2005000071 of Olsson, LC-366, on April 11, 2024, as follows:

BEGINNING at the Northwest corner of said Lot 196; thence South 58 degrees 57 minutes 34 seconds East, on the North line of said Lot 196, a distance of 18.46 feet to a point; thence departing said North line, South 13 degrees 57 minutes 06 seconds West a distance of 116.17 feet to a point on the North line of a 5-foot-wide Utility Easement, as established by said Rockwood Heights plat; thence North 87 degrees 00 minutes 14 seconds West, on said North line, a distance of 20.34 feet to a point; thence departing said North line, North 13 degrees 58 minutes 35 seconds East a distance of 105.47 feet to a point on the West line of said Lot 196; thence North 20 degrees 27 minutes 03 seconds East, on said West line, a distance of 20.12 feet to the POINT OF BEGINNING, containing 2,393 Square Feet, or 0.0549 Acres, more or less.

Temporary Construction Easement

All that part of Lot 196, Rockwood Heights (Lots 196-228), a platted subdivision in the City of Independence, Jackson County Missouri, lying in the Southwest Quarter of Section 9, Township 49

North, Range 32 West, more particularly described by Patrick Ethan Ward, Missouri PLS-2005000071 of

Olsson, LC-366, on April 11, 2024, as follows:

COMMENCING at the Northwest corner of said Lot 196; thence South 58 degrees 57 minutes 34 seconds East, on the North line of said Lot 196, a distance of 18.46 feet to the POINT OF BEGINNING 1; thence continuing South 58 degrees 57 minutes 34 seconds East, on said North line, a distance of 15.69 feet to a point; thence departing said North line, South 13 degrees 57 minutes 06 seconds West a distance of 108.66 feet to a point on the North line of a 5-foot-wide Utility Easement, as established by said Rockwood Heights plat; thence North 87 degrees 00 minutes 14 seconds West, on said North line, a distance of 15.28 feet to a point; thence departing said North line, North 13 degrees 57 minutes 06 seconds East a distance of 116.17 feet to the POINT OF BEGINNING, containing 1,686 Square Feet, or 0.0387 Acres, more or less.

And also...

COMMENCING at the Northwest corner of said Lot 196; thence South 20 degrees 27 minutes 03 seconds West, on the West line of said Lot 196, a distance of 20.12 feet to the POINT OF BEGINNING 2; thence departing said West line, South 13 degrees 58 minutes 35 seconds West a distance of 105.47 feet to a point on said North line of said 5-foot-wide Utility Easement; thence North 87 degrees 00 minutes 14 seconds West, on said North line, a distance of 5.67 feet to a point; thence departing said North line, North 23 degrees 35 minutes 42 seconds East a distance of 16.56 feet to a point; thence North 01 degree 11 minutes 40 seconds West a distance of 20.05 feet to a point on said West line of said Lot 196; thence North 20 degrees 27 minutes 03 seconds East, on said West line, a distance of 71.33 feet to the POINT OF BEGINNING, containing 455 square feet, or 0.0104 acres, more or less.

Tract 4

General Utility Easement

All that part of Lot 197, Rockwood Heights (Lots 196-228), a platted subdivision in the City of Independence, Jackson County Missouri, lying in the Southwest Quarter of Section 9, Township 49

North, Range 32 West, more particularly described by Patrick Ethan Ward, Missouri PLS-2005000071 of Olsson, LC-366, on April 11, 2024, as follows:

BEGINNING at the Northeast corner of said Lot 197; thence South 20 degrees 27 minutes 03 seconds West, on the East line of said Lot 197, a distance of 20.12 feet to a point; thence departing said East line, North 13 degrees 58 minutes 35 seconds East a distance of 20.68 feet to a point of curvature on the North line of said Lot 197; thence in a Southeasterly direction, on said North line, on a non-tangent curve to the right whose initial tangent bears South 59 degrees 21 minutes 33 seconds East, having a radius of 339.89 feet, through a central angle of 00 degrees 23 minutes 59 seconds, an arc distance of 2.37 feet to the POINT OF BEGINNING, containing 23 square feet, or 0.0005 acres, more or less.

Temporary Construction Easement

All that part of Lot 197, Rockwood Heights (Lots 196-228), a platted subdivision in the City of Independence, Jackson County Missouri, lying in the Southwest Quarter of Section 9, Township 49

North, Range 32 West, more particularly described by Patrick Ethan Ward, Missouri PLS-2005000071 of Olsson, LC-366, on April 11, 2024, as follows:

COMMENCING at the Northeast corner of said Lot 197; thence in a Northwesterly direction, on the North line of said Lot 197, on a curve to the left whose initial tangent bears North 58 degrees 57 minutes 34 seconds West, having a radius of 339.89 feet, through a central angle of 00 degrees 23 minutes 59 seconds, an arc distance of 2.37 feet to the POINT OF BEGINNING; thence departing said North line, South 13 degrees 58 minutes 35 seconds West a distance of 20.68 feet to a point on the East line of said Lot 197; thence South 20 degrees 27 minutes 03 seconds West, on said East line, a distance of 71.33 feet to a point; thence departing said East line, North 01 degree 11 minutes 40 seconds West a distance of 5.21 feet to a point; thence North 18 degrees 43 minutes 56 seconds East a distance of 87.46 feet to a point of curvature on said North line; thence Southeasterly, on said North line, on a non-tangent curve to the right whose initial tangent bears South 59 degrees 44 minutes 17 seconds East, having a radius of 339.89 feet, through a central angle of 00 degrees 22 minutes 44 seconds, an arc distance of 2.25 feet to the POINT OF BEGINNING, containing 262 square feet, or 0.0060 acres, more or less.

Tract 5

General Utility Easement

All that part of Lot 195, Rockwood Heights (Lots 182-195), a platted subdivision in the City of

Independence, Jackson County Missouri, lying in the Southwest Quarter of Section 9, Township 49 North, Range 32 West, more particularly described by Patrick Ethan Ward, Missouri PLS-2005000071 of Olsson, LC-366, on April 11, 2024, as follows:

BEGINNING at the Southwest corner of said Lot 195; thence North 03 degrees 05 minutes 36 seconds East, on the West line of said Lot 195, a distance of 8.71 feet to a point; thence departing said East line, South 79 degrees 08 minutes 00 seconds East a distance of 0.61 feet to a point; thence North 11 degrees 24 minutes 04 seconds East a distance of 86.00 feet to a point; thence North 26 degrees 38 minutes 02 seconds East a distance of 23.19 feet to a point on the South line of a 5-foot-wide Utility Easement, as established by said Rockwood Heights plat; thence South 87 degrees 00 minutes 14 seconds East, on said South line, a distance of 16.37 feet to a point; thence departing said South line, South 26 degrees 50 minutes 07 seconds West a distance of 27.52 feet to a point; thence South 11 degrees 20 minutes 32 seconds West a distance of 84.11 feet to a point; thence South 79 degrees 08 minutes 00 seconds East a distance of 2.45 feet to a point; thence South 09 degrees 37 minutes 40 seconds West a distance of 6.27 feet to a point on the South line of said Lot 195; thence North 87 degrees 00 minutes 14 seconds West, on said South line, a distance of 17.23 feet to the POINT OF BEGINNING, containing 1,787 square feet, or 0.0410 acres, more or less.

Temporary Construction Easement

All that part of Lot 195, Rockwood Heights (Lots 182-195), a platted subdivision in the City of Independence, Jackson County Missouri, lying in the Southwest Quarter of Section 9, Township 49 North, Range 32 West, more particularly described by Patrick Ethan Ward, Missouri PLS-2005000071 of Olsson, LC-366, on April 11, 2024, as follows:

COMMENCING at the Southwest corner of said Lot 195; thence North 03 degrees 05 minutes 36 seconds East, on the West line of said Lot 195, a distance of 8.71 feet to the POINT OF BEGINNING 1; thence continuing North 03 degrees 05 minutes 36 seconds East, on said West line, a distance of 21.77 feet to a point; thence departing said West line, South 86 degrees 53 minutes 32 seconds East a distance of 0.84 feet to a point; thence North 09 degrees 46 minutes 26 seconds East a distance of 63.77 feet to a point; thence North 25 degrees 52 minutes 22 seconds East a distance of 22.96 feet to a point on the South line of a 5-foot-wide Utility Easement, as established by said Rockwood Heights plat; thence South 87 degrees 00 minutes 14 seconds East, on said South line, a distance of 5.15 feet to a point; thence departing said South line, South 26 degrees 38 minutes 02 seconds West a distance of 23.19 feet to a point; thence South 11 degrees 24 minutes 04 seconds West a distance of 86.00 feet to a point; thence North 79 degrees 08 minutes 00 seconds West a distance of 0.61 feet to a point to the POINT OF BEGINNING, containing 399 square feet, or 0.0092 acres, more or less.

And also..

COMMENCING at the Southwest corner of said Lot 195; thence South 87 degrees 00 minutes 14 seconds East, on the South line of said Lot 195, a distance of 17.23 feet to the POINT OF BEGINNING 2; thence North 09 degrees 37 minutes 40 seconds East, departing said South line, a distance of 6.27 feet to a point; thence North 79 degrees 08 minutes 00 seconds West a distance

of 2.45 feet to a point; thence North 11 degrees 20 minutes 32 seconds East a distance of 84.11 feet to a point; thence North 26 degrees 50 minutes 07 seconds East a distance of 27.52 feet to a point on said South line of said 5-foot-wide Utility Easement; thence South 87 degrees 00 minutes 14 seconds East, on said South line, a distance of 14.40 feet to a point; thence departing said South line, South 25 degrees 44 minutes 57 seconds West a distance of 55.22 feet to a point; thence South 15 degrees 54 minutes 19 seconds West a distance of 65.69 feet to the POINT OF BEGINNING, containing 988 square feet, or 0.0227 acres, more or less.

Tract 6

General Utility Easement

All that part of Lot 194, Rockwood Heights (Lots 182-195), a platted subdivision in the City of Independence, Jackson County Missouri, lying in the Southwest Quarter of Section 9, Township 49 North, Range 32 West, more particularly described by Patrick Ethan Ward, Missouri PLS-2005000071 of Olsson, LC-366, on April 11, 2024, as follows:

BEGINNING at the Southeast corner of said Lot 194; thence North 87 degrees 00 minutes 14 seconds West, on the South line of said Lot 194, a distance of 2.68 feet to a point; thence departing said South line, North 08 degrees 15 minutes 21 seconds East a distance of 9.00 feet to a point; thence South 79 degrees 08 minutes 00 seconds East a distance of 1.89 feet to a point on the East line of said Lot 194; thence South 03 degrees 05 minutes 36 seconds West, on said East line, a distance of 8.71 feet to the POINT OF BEGINNING, containing 20 square feet, or 0.0005 acres, more or less.

Temporary Construction Easement

All that part of Lot 194, Rockwood Heights (Lots 182-195), a platted subdivision in the City of Independence, Jackson County Missouri, lying in the Southwest Quarter of Section 9, Township 49 North, Range 32 West, more particularly described by Patrick Ethan Ward, Missouri PLS-2005000071 of Olsson, LC-366, on April 11, 2024, as follows:

COMMENCING at the Southeast corner of said Lot 194; thence North 87 degrees 00 minutes 14 seconds West, on the South line of said Lot 194, a distance of 2.68 feet to the POINT OF BEGINNING; thence continuing North 87 degrees 00 minutes 14 seconds West, on said South line, a distance of 10.23 feet to a point; thence departing said South line, North 03 degrees 06 minutes 37 seconds East a distance of 30.50 feet to a point; thence South 86 degrees 53 minutes 32 seconds East a distance of 12.90 feet to a point on the East line of said Lot 194; thence South 03 degrees 05 minutes 36 seconds West, on said East line, a distance of 21.77 feet to a point; thence departing said East line, North 79 degrees 08 minutes 00 seconds West a distance of 1.89 feet to a point; thence South 08 degrees 15 minutes 21 seconds West a distance of 9.00 feet to the POINT OF BEGINNING, containing 373 square feet, or 0.0086 acres, more or less.

Tract 7

General Utility Easement

All that part of Lot 182, Rockwood Heights (Lots 182-195), a platted subdivision in the City of Independence, Jackson County Missouri, lying in the Southwest Quarter of Section 9, Township 49 North, Range 32 West, more particularly described by Patrick Ethan Ward, Missouri PLS-2005000071 of Olsson, LC-366, on April 11, 2024, as follows:

BEGINNING at the Northwest corner of said Lot 182; thence South 87 degrees 01 minute 13 seconds East, on the North line of said Lot 182, a distance of 11.51 feet to a point; thence departing said North line, South 10 degrees 33 minutes 59 seconds West a distance of 88.41 feet to a point on the West line of said Lot 182; thence North 03 degrees 05 minutes 15 seconds East, on said West line, a distance of 87.64 feet to the POINT OF BEGINNING, containing 504 square feet, or 0.0116 acres, more or less.

Temporary Construction Easement

All that part of Lot 182, Rockwood Heights (Lots 182-195), a platted subdivision in the City of Independence, Jackson County Missouri, lying in the Southwest Quarter of Section 9, Township 49 North, Range 32 West, more particularly described by Patrick Ethan Ward, Missouri PLS-2005000071 of Olsson, LC-366, on April 11, 2024, as follows:

COMMENCING at the Northwest corner of said Lot 182; thence South 87 degrees 00 minutes 14 seconds East, on the North line of said Lot 182, a distance of 11.51 feet to the POINT OF BEGINNING; thence continuing South 87 degrees 00 minutes 14 seconds East, on said North line, a distance of 5.24 feet to a point; thence departing said North line, South 11 degrees 00 minutes 01 second West a distance of 96.88 feet to a point; thence South 65 degrees 45 minutes 57 seconds West a distance of 3.85 feet to a point on the West line of said Lot 182; thence North 03 degrees 05 minutes 15 seconds East, on said West line, a distance of 10.05 feet to a point; thence departing said West line, North 10 degrees 33 minutes 59 seconds East a distance of 88.41 feet to the POINT OF BEGINNING, containing 466 square feet, or 0.0107 acres, more or less.

Tract 8

General Utility Easement

All that part of Lot 183, Rockwood Heights (Lots 182-195), a platted subdivision in the City of Independence, Jackson County Missouri, lying in the Southwest Quarter of Section 9, Township 49 North, Range 32 West, more particularly described by Patrick Ethan Ward, Missouri PLS-2005000071 of Olsson, LC-366, on April 11, 2024, as follows:

BEGINNING at the Northeast corner of said Lot 183; thence South 03 degrees 05 minutes 15 seconds West, on the East line of said Lot 183, a distance of 87.64 feet to a point; thence departing said East line, South 10 degrees 33 minutes 59 seconds West a distance of 4.60 feet to a point; thence South 29 degrees 35 minutes 54 seconds West a distance of 8.73 feet to a point; thence South 66 degrees 08 minutes 40 seconds West a distance of 15.59 feet to a point on the East line of a 15-foot-wide Drainage Easement, as established in Book I2943, Page 2346; thence North 07 degrees 51 minutes 11 seconds East, on said East line, a distance of 17.63 feet to a

point; thence departing said East line, North 66 degrees 08 minutes 40 seconds East a distance of 1.37 feet to a point; thence North 29 degrees 35 minutes 54 seconds East a distance of 1.27 feet to a point; thence North 10 degrees 33 minutes 54 seconds East a distance of 88.50 feet to a point on the North line of said Lot 183; thence South 87 degrees 00 minutes 14 seconds East, on said North line, a distance of 3.63 feet to the POINT OF BEGINNING, containing 1059 square feet, or 0.0243 acres, more or less.

And also...

COMMENCING at the Southeast corner of said Lot 183; thence North 87 degrees 00 minutes 14 seconds West, on the South line of said Lot 183, a distance of 34.53 feet to a point on the West line of said 15-foot-wide Drainage Easement; thence North 07 degrees 51 minutes 11 seconds East, on said West line, a distance of 5.02 feet to a point on the North line of a 5-foot-wide Utility Easement, as established by said Rockwood Heights plat; thence departing said West line, North 87 degrees 00 minutes 14 seconds West, on said North line, a distance of 33.07 feet to a point; thence departing said North line, North 66 degrees 08 minutes 40 seconds East a distance of 38.73 feet to a point on said West line; thence South 07 degrees 51 minutes 11 seconds West, on said West line, a distance of 17.56 feet to the POINT OF BEGINNING, containing 289 square feet, or 0.0066 acres, more or less.

Temporary Construction Easement

All that part of Lot 183, Rockwood Heights (Lots 182-195), a platted subdivision in the City of Independence, Jackson County Missouri, lying in the Southwest Quarter of Section 9, Township 49 North, Range 32 West, more particularly described by Patrick Ethan Ward, Missouri PLS-2005000071 of Olsson, LC-366, on April 11, 2024, as follows:

COMMENCING at the Northeast corner of said Lot 183; thence North 87 degrees 00 minutes 14 seconds West, on the North line of said Lot 183, a distance of 3.63 feet to the POINT OF BEGINNING 1; thence departing said North line, South 10 degrees 33 minutes 54 seconds West a distance of 88.50 feet to a point; thence South 29 degrees 35 minutes 54 seconds West a distance of 1.27 feet to a point; thence South 66 degrees 08 minutes 40 seconds West a distance of 1.37 feet to a point; hence North 07 degrees 51 minutes 11 seconds East a distance of 89.81 feet to a point on said North line; thence South 87 degrees 00 minutes 14 seconds East, on said North line, a distance of 5.85 feet to the POINT OF BEGINNING, containing 331 square feet, or 0.0076 acres, more or less.

And also...

COMMENCING at the Southeast corner of said Lot 183; thence North 03 degrees 05 minutes 15 seconds East, on the East line of said Lot 183, a distance of 22.25 feet to the POINT OF BEGINNING; thence departing said East line, South 65 degrees 45 minutes 57 seconds West a distance of 5.06 feet to a point; thence North 29 degrees 35 minutes 54 seconds East a distance of 8.73 feet to a point; thence North 10 degrees 33 minutes 59 seconds East a distance of 4.60 feet to a point on said East line; thence South 03 degrees 05 minutes 15 seconds West, on said

East line, a distance of 10.05 feet to the POINT OF BEGINNING, containing 16 square feet, or 0.0004 acres, more or less.

And also...

COMMENCING at the Southeast corner of said Lot 183; thence North 87 degrees 00 minutes 14 seconds West, on the South line of said Lot 183, a distance of 34.53 feet to a point on the West line of a 15-foot-wide Drainage Easement, as established in Book I2943, Page 2346; thence departing said South line, North 07 degrees 51 minutes 11 East, on said West line, a distance of 22.57 feet to the POINT OF BEGINNING; thence departing said West line, South 66 degrees 08 minutes 40 seconds West a distance of 38.73 feet to a point on the North line of a 5-foot-wide Utility Easement, as established by said Rockwood Heights plat; thence North 87 degrees 00 minutes 14 seconds West, on said North line, a distance of 14.05 feet to a point; thence departing said North line, North 62 degrees 16 minutes 11 seconds East a distance of 57.73 feet to a point on said West line; thence South 07 degrees 51 minutes 11 seconds West, on said West line, a distance of 12.05 feet to the POINT OF BEGINNING, containing 406 square feet, or 0.0093 acres, more or less.

Tract 9

Temporary Construction Easement

All that part of Lot 180, Rockwood Heights (Lots 175-181), a platted subdivision in the City of Independence, Jackson County Missouri, lying in the Southwest Quarter of Section 9, Township 49 North, Range 32 West, more particularly described by Patrick Ethan Ward, Missouri PLS-2005000071 of Olsson, LC-366, on April 12, 2024, as follows:

COMMENCING at the Northwest corner of said Lot 180; thence South 03 degrees 05 minutes 18 seconds West, on the West line of said Lot 180, a distance of 5.00 feet to a point on the South line of a 5-foot-wide Utility Easement, as established by said Rockwood Heights plat, and the POINT OF BEGINNING; thence departing said West line, South 87 degrees 00 minutes 14 seconds East, on said South line, a distance of 7.94 feet to a point; thence departing said South line, South 00 degrees 00 minutes 00 seconds East a distance of 9.08 feet to a point; thence South 83 degrees 14 minutes 35 seconds West a distance of 8.56 feet to a point on said West line; thence North 03 degrees 05 minutes 18 seconds East, on said West line, a distance of 10.52 feet to the POINT OF BEGINNING, containing 80 square feet, or 0.0018 acres, more or less.

Tract 10

General Utility Easement

All that part of Lot 179, Rockwood Heights (Lots 175-181), a platted subdivision in the City of Independence, Jackson County Missouri, lying in the Southwest Quarter of Section 9, Township 49 North, Range 32 West, more particularly described by Patrick Ethan Ward, Missouri PLS-2005000071 of Olsson, LC-366, on April 12, 2024, as follows:

BEGINNING at the Southwest corner of said Lot 179; thence North 03 degrees 05 minutes 58 seconds East, on the West line of said Lot 179, a distance of 22.58 feet to a point; thence departing said West line, North 17 degrees 02 minutes 48 seconds East a distance of 91.28 feet to a point; thence North 47 degrees 06 minutes 14 seconds East a distance of 5.31 feet to a point on the South line of a 5-foot-wide Utility Easement, as established by said Rockwood Heights plat; thence South 87 degrees 00 minutes 14 seconds East, on said South line, a distance of 31.22 feet to a point; thence departing said South line, South 66 degrees 08 minutes 40 seconds West a distance of 22.66 feet to a point; thence South 46 degrees 52 minutes 21 seconds West a distance of 1.64 feet to a point; thence South 17 degrees 02 minutes 48 seconds West a distance of 106.72 feet to a point on the South line of said Lot 179; thence North 87 degrees 00 minutes 14 seconds West, on said South line, a distance of 9.85 feet to the POINT OF BEGINNING, containing 1,808 square feet, or 0.0415 acres, more or less.

Temporary Construction Easement

All that part of Lot 179, Rockwood Heights (Lots 175-181), a platted subdivision in the City of Independence, Jackson County Missouri, lying in the Southwest Quarter of Section 9, Township 49 North, Range 32 West, more particularly described by Patrick Ethan Ward, Missouri PLS-2005000071 of Olsson, LC-366, on April 12, 2024, as follows:

COMMENCING at the Southwest corner of said Lot 179; thence North 03 degrees 05 minutes 58 seconds East, on the West line of said Lot 179, a distance of 22.58 feet to the POINT OF BEGINNING 1; thence continuing North 03 degrees 05 minutes 58 seconds East, on said West line, a distance of 20.69 feet to a point; thence departing said West line, North 16 degrees 53 minutes 15 seconds East a distance of 73.82 feet to a point on the South line of a 5-foot-wide Utility Easement, as established by said Rockwood Heights plat; thence South 87 degrees 00 minutes 14 seconds East, on said South line, a distance of 8.09 feet to a point; thence departing said South line, South 47 degrees 06 minutes 14 seconds West a distance of 5.31 feet to a point; thence South 17 degrees 02 minutes 48 seconds West a distance of 91.28 feet to the POINT OF BEGINNING, containing 434 square feet, or 0.0100 acres, more or less.

And also...

COMMENCING at the Southwest corner of said Lot 179; thence South 87 degrees 00 minutes 14 seconds East, on the South line of said Lot 179, a distance of 9.85 feet to the POINT OF BEGINNING 2; thence departing said South line, North 17 degrees 02 minutes 48 seconds East a distance of 106.72 feet to a point; thence North 46 degrees 52 minutes 21 seconds East a distance of 1.64 feet to a point; thence North 66 degrees 08 minutes 40 seconds East a distance of 22.66 feet to a point on said South line of said 5-foot-wide Utility Easement; thence South 87 degrees 00 minutes 14 seconds East, on said South line, a distance of 25.38 feet to a point to the Northeast corner of said Lot 179; thence departing said South line, South 03 degrees 05 minutes 18 seconds West, on the East line of said Lot 179, a distance of 10.52 feet to a point; thence departing said East line, South 83 degrees 14 minutes 35 seconds West a distance of 38.55 feet to a point; thence South 20 degrees 11 minutes 52 seconds West a distance of 34.41 feet to a point; thence South 86 degrees 48 minutes 23 seconds East a distance of 5.11 feet to a point; thence South 04 degrees 33 minutes 43 seconds West a distance of 11.58 feet to a point; thence South

14 degrees 08 minutes 22 seconds West a distance of 2.15 feet to a point; thence North 86 degrees 35 minutes 15 seconds West a distance of 8.60 feet to a point; thence South 20 degrees 11 minutes 52 seconds West a distance of 53.79 feet to a point on the South line of said Lot 179; thence North 87 degrees 00 minutes 14 seconds West, on said South line, a distance of 4.33 feet to the POINT OF BEGINNING, containing 1,364 square feet, or 0.0313 acres, more or less.

Tract 11

General Utility Easement

All that part of Lot 178, Rockwood Heights (Lots 175-181), a platted subdivision in the City of Independence, Jackson County Missouri, lying in the Southwest Quarter of Section 9, Township 49 North, Range 32 West, more particularly described by Patrick Ethan Ward, Missouri PLS-2005000071 of Olsson, LC-366, on April 12, 2024, as follows:

BEGINNING at the Southeast corner of said Lot 178; thence North 87 degrees 00 minutes 14 seconds West, on the South line of said Lot 178, a distance of 5.61 feet to a point; thence departing said South line, North 17 degrees 02 minutes 48 seconds East a distance of 23.28 feet to a point on the East line of said Lot 178; thence South 03 degrees 05 minutes 58 seconds West, on said East line, a distance of 22.58 feet to the POINT OF BEGINNING, containing 63 square feet, or 0.0015 acres, more or less.

Temporary Construction Easement

All that part of Lot 178, Rockwood Heights (Lots 175-181), a platted subdivision in the City of Independence, Jackson County Missouri, lying in the Southwest Quarter of Section 9, Township 49 North, Range 32 West, more particularly described by Patrick Ethan Ward, Missouri PLS-2005000071 of Olsson, LC-366, on April 12, 2024, as follows:

COMMENCING at the Southeast corner of said Lot 178; thence North 87 degrees 00 minutes 14 seconds West, on the South line of said Lot 178, a distance of 5.61 feet to the POINT OF BEGINNING; thence continuing North 87 degrees 00 minutes 14 seconds West, on said South line, a distance of 5.01 feet to a point; thence departing said South line, North 16 degrees 53 minutes 15 seconds East a distance of 44.58 feet to a point on the East line of said Lot 178; thence South 03 degrees 05 minutes 58 seconds West, on said East line, a distance of 20.69 feet to a point; thence departing said East line, South 17 degrees 02 minutes 48 seconds West a distance of 23.28 feet to the POINT OF BEGINNING, containing 167 square feet, or 0.0038 acres, more or less.

Tract 12

Temporary Construction Easement

All that part of the East 32.5 feet of Lot 6, Rockwood Heights (Lots 1-70), a platted subdivision in the City of Independence, Jackson County Missouri, lying in the Southwest Quarter of Section

9, Township 49 North, Range 32 West, more particularly described by Patrick Ethan Ward, Missouri PLS-2005000071 of Olsson, LC-366, on April 13, 2024, as follows:

BEGINNING at the Northwest corner of the East 32.5 feet of said Lot 6; thence South 87 degrees 00 minutes 14 seconds East, on the North line of said Lot 6, a distance of 4.06 feet to a point; thence departing said North line, South 08 degrees 42 minutes 55 seconds West a distance of 41.43 feet to a point on the West line of said East 32.5 feet of said Lot 6; thence North 03 degrees 05 minutes 28 seconds East, on said West line, a distance of 41.22 feet to the POINT OF BEGINNING, containing 84 square feet, or 0.0019 acres, more or less.

Tract 13

General Utililty Easement

All that part of the East 60 feet of Lot 7, and the West 27.5 feet of Lot 6, Rockwood Heights (Lots 1-70), a platted subdivision in the City of Independence, Jackson County Missouri, lying in the Southwest Quarter of Section 9, Township 49 North, Range 32 West, more particularly described by Patrick Ethan Ward, Missouri PLS-2005000071 of Olsson, LC-366, on April 15, 2024, as follows:

BEGINNING at the Northeast corner of the West 27.5 feet of said Lot 6; thence South 08 degrees 48 minutes 08 seconds West a distance of 115.42 feet to a point on the North line of a 5-foot-wide Utility Easement, as established by said Rockwood Heights plat; thence North 87 degrees 00 minutes 20 seconds West, on said North line, a distance of 76.01 feet to a point on the West line of the East 60 feet of said Lot 7; thence departing said North line, North 03 degrees 05 minutes 28 seconds East, on said West line, a distance of 19.07 feet to a point; thence departing said West line, South 88 degrees 43 minutes 04 seconds East a distance of 58.39 feet to a point; thence North 08 degrees 19 minutes 22 seconds East a distance of 94.42 feet to a point on the North line of said Lot 6; thence South 87 degrees 00 minutes 14 seconds East, on said North line, a distance of 20.53 feet to the POINT OF BEGINNING, containing 3,446 square feet, or 0.0791 acres, more or less.

Temporary Construction Easement

All that part of the East 60 feet of Lot 7, and the West 27.5 feet of Lot 6, Rockwood Heights (Lots 1-70), a platted subdivision in the City of Independence, Jackson County Missouri, lying in the Southwest Quarter of Section 9, Township 49 North, Range 32 West, more particularly described by Patrick Ethan Ward, Missouri PLS-2005000071 of Olsson, LC-366, on April 15, 2024, as follows:

BEGINNING at the Northeast corner of the West 27.5 feet of said Lot 6; thence South 03 degrees 05 minutes 28 seconds West, on the East line of said West 27.5 feet, a distance of 41.22 feet to a point; thence departing said East line, South 08 degrees 42 minutes 55 seconds West a distance of 73.97 feet to a point on the North line of a 5-foot-wide Utility Easement, as established by said Rockwood Heights plat;

thence North 87 degrees 00 minutes 20 seconds West, on said North line, a distance of 4.24 feet to a point; thence departing said North line, North 08 degrees 48 minutes 08 seconds East a distance of 115.42 feet to the POINT OF BEGINNING, containing 393 square feet, or 0.0090 acres, more or less.

And also...

COMMECING at the Northeast corner of the West 27.5 feet of said Lot 6; thence North 87 degrees 00 minutes 14 seconds West, on the North line of said Lot 6, a distance of 20.53 feet to the POINT OF BEGINNING; thence departing said North line, South 08 degrees 19 minutes 22 seconds West a distance of 94.42 feet to a point; thence North 88 degrees 43 minutes 04 seconds West a distance of 58.39 feet to a point on the West line of the East 60 feet of said Lot 7; thence North 03 degrees 05 minutes 28 seconds East, on said West line, a distance of 5.26 feet to a point; thence departing said West line, South 89 degrees 13 minutes 55 seconds East a distance of 38.58 feet to a point; thence North 52 degrees 35 minutes 39 seconds East a distance of 22.29 feet to a point; thence North 08 degrees 07 minutes 27 seconds East a distance of 74.85 feet to a point on said North line of said Lot 6; thence South 87 degrees 00 minutes 14 seconds East, on said North line, a distance of 4.90 feet to the POINT OF BEGINNING, containing 851 square feet, or 0.0195 acres, more or less.

Tract 14

General Utility Easement

All that part of the East 60.35 feet of Lot 8, and the West 5 feet of Lot 7, Rockwood Heights (Lots 1-70), a platted subdivision in the City of Independence, Jackson County Missouri, lying in the Southwest Quarter of Section 9, Township 49 North, Range 32 West, more particularly described by Patrick Ethan Ward, Missouri PLS-2005000071 of Olsson, LC-366, on April 15, 2024, as follows:

COMMENCING at the Southeast corner of the West 5 feet of said Lot 7; thence North 03 degrees 05 minutes 28 seconds East, on the East line of said West 5 feet, a distance of 5.00 feet to a point on the North line of a 5-foot-wide Utility Easement, as established by said Rockwood Heights plat, and the POINT OF BEGINNING; thence departing said West line, North 87 degrees 00 minutes 20 seconds West, on said North line, a distance of 42.09 feet to a point; thence departing said North line, North 60 degrees 27 minutes 45 seconds East a distance of 30.51 feet to a point; thence North 74 degrees 55 minutes 51 seconds East a distance of 7.71 feet to a point; thence South 88 degrees 43 minutes 04 seconds East a distance of 9.08 feet to a point on said East line of said West 5 feet; thence South 03 degrees 05 minutes 28 seconds West, on said East line, a distance of 19.07 feet to the POINT OF BEGINNING, containing 512 square feet, or 0.0117 acres, more or less.

Temporary Construction Easement

All that part of the East 60.35 feet of Lot 8, and the West 5 feet of Lot 7, Rockwood Heights (Lots 1-70), a platted subdivision in the City of Independence, Jackson County Missouri, lying in

the Southwest Quarter of Section 9, Township 49 North, Range 32 West, more particularly described by Patrick Ethan Ward, Missouri PLS-2005000071 of Olsson, LC-366, on April 15, 2024, as follows:

COMMENCING at the Southeast corner of the West 5 feet of said Lot 7; thence North 03 degrees 05 minutes 28 seconds East, on the East line of said West 5 feet, a distance of 5.00 feet to a point on the North line of a 5-foot-wide Utility Easement, as established by said Rockwood Heights plat; thence departing said West line, North 87 degrees 00 minutes 20 seconds West, on said North line, a distance of 42.09 feet to the POINT OF BEGINNING; thence continuing North 87 degrees 00 minutes 20 seconds West, on said North line, a distance of 2.06 feet to a point; thence departing said North line, North 58 degrees 12 minutes 56 seconds East a distance of 41.99 feet to a point; thence South 89 degrees 13 minutes 55 seconds East a distance of 9.71 feet to a point on said East line of said West 5 feet; thence South 03 degrees 05 minutes 28 seconds West, on said East line, a distance of 5.26 feet to a point; thence departing said East line, North 88 degrees 43 minutes 04 seconds West a distance of 9.08 feet to a point; thence South 74 degrees 55 minutes 51 seconds West a distance of 7.71 feet to a point; thence South 60 degrees 27 minutes 45 seconds West a distance of 30.51 feet to the POINT OF BEGINNING, containing 135 square feet, or 0.0031 acres, more or less.

Tract 15

General Utility Easement

All that part of Lot 13, Rockwood Heights (Lots 1-70), a platted subdivision in the City of Independence, Jackson County Missouri, lying in the Southwest Quarter of Section 9, Township 49 North, Range 32 West, more particularly described by Patrick Ethan Ward, Missouri PLS-2005000071 of Olsson, LC-366, on April 15, 2024, as follows:

BEGINNING at the Southwest corner of said Lot 13; thence North 03 degrees 03 minutes 42 seconds East, on the West line of said Lot 13, a distance of 114.84 feet to a point on the South line of a 5-foot-wide Utility Easement, as established by said Rockwood Heights plat; thence South 87 degrees 00 minutes 20 seconds East, on said South line, a distance of 33.00 feet to a point; thence departing said South line, South 60 degrees 27 minutes 45 seconds West a distance of 36.97 feet to a point; thence South 02 degrees 30 minutes 38 seconds West a distance of 94.96 feet to a point on the South line of said Lot 13; thence North 87 degrees 00 minutes 14 seconds West, on said South line, a distance of 2.77 feet to the POINT OF BEGINNING, containing 566 square feet, or 0.0130 acres, more or less.

Temporary Construction Easement

All that part of Lot 13, Rockwood Heights (Lots 1-70), a platted subdivision in the City of Independence, Jackson County Missouri, lying in the Southwest Quarter of Section 9, Township 49 North, Range 32 West, more particularly described by Patrick Ethan Ward, Missouri PLS-2005000071 of Olsson, LC-366, on April 15, 2024, as follows:

COMMENCING at the Southwest corner of said Lot 13; thence South 87 degrees 00 minutes 14 seconds East, on the South line of said Lot 13, a distance of 2.77 feet to the POINT OF BEGINNING; thence departing said South line, North 02 degrees 30 minutes 38 seconds East a distance of 94.96 feet to a point; thence North 60 degrees 27 minutes 45 seconds East a distance of 36.97 feet to a point on the South line of a 5-foot-wide Utility Easement, as established by said Rockwood Heights plat; thence South 87 degrees 00 minutes 20 seconds East, on said South line, a distance of 19.57 feet to a point; thence departing said South line, South 55 degrees 40 minutes 33 seconds West a distance of 58.66 feet to a point; thence South 02 degrees 53 minutes 32 seconds West a distance of 79.27 feet to a point on the South line of said Lot 13; thence North 87 degrees 00 minutes 14 seconds West, on said South line, a distance of 3.43 feet to the POINT OF BEGINNING, containing 957 square feet, or 0.0220 acres, more or less.

Tract 16

General Utility Easement

All that part of Lot 12, Rockwood Heights (Lots 1-70), a platted subdivision in the City of Independence, Jackson County Missouri, lying in the Southwest Quarter of Section 9, Township 49 North, Range 32 West, more particularly described by Patrick Ethan Ward, Missouri PLS-2005000071 of Olsson, LC-366, on April 15, 2024, as follows:

BEGINNING at the Southeast corner of said Lot 12; thence North 87 degrees 00 minutes 14 seconds West, on the South line of said Lot 12, a distance of 17.23 feet to a point; thence departing said South line, North 02 degrees 30 minutes 38 seconds East a distance of 99.13 feet to a point; thence North 24 degrees 21 minutes 28 seconds East a distance of 9.69 feet to a point; thence North 58 degrees 38 minutes 58 seconds East a distance of 5.51 feet to a point; thence North 58 degrees 12 minutes 56 seconds East a distance of 6.28 feet to a point on the South line of a 5-foot-wide Utility Easement, as established by said Rockwood Heights plat; thence South 87 degrees 00 minutes 20 seconds East, on said South line, a distance of 4.97 feet to a point on the East line of said Lot 12; thence departing said South line, South 03 degrees 03 minutes 42 seconds West, on said East line, a distance of 114.84 feet to the POINT OF BEGINNING, containing 1,969 square feet, or 0.0452 acres, more or less.

Temporary Construction Easement

All that part of Lot 12, Rockwood Heights (Lots 1-70), a platted subdivision in the City of Independence, Jackson County Missouri, lying in the Southwest Quarter of Section 9, Township 49 North, Range 32 West, more particularly described by Patrick Ethan Ward, Missouri PLS-2005000071 of Olsson, LC-366, on April 15, 2024, as follows:

COMMENCING at the Southeast corner of said Lot 12; thence North 87 degrees 00 minutes 14 seconds West, on the South line of said Lot 12, a distance of 17.23 feet to the POINT OF BEGINNING 1; thence continuing North 87 degrees 00 minutes 14 seconds West, on said South line, a distance of 10.83 feet to a point; thence departing said South line, North 04 degrees 02 minutes 24 seconds East a distance of 54.43 feet to a point; thence South 85 degrees 54 minutes 25 seconds East a distance of 9.39 feet to a point hereinafter referred to as Point "A"; thence

South 02 degrees 30 minutes 38 seconds West a distance of 54.25 feet to the POINT OF BEGINNING, containing 549 square feet, or 0.0126 acres, more or less.

And also...

COMMENCING at the aforementioned Point "A"; thence North 02 degrees 30 minutes 38 seconds East a distance of 44.88 feet to a point; thence North 24 degrees 21 minutes 28 seconds East a distance of 4.84 feet to the POINT OF BEGINNING 2; thence North 70 degrees 29 minutes 38 seconds West a distance of 13.31 feet to a point; thence North 16 degrees 52 minutes 18 seconds East a distance of 7.63 feet to a point; thence South 75 degrees 18 minutes 39 seconds East a distance of 17.61 feet to a point; thence South 58 degrees 38 minutes 58 seconds West a distance of 5.51 feet to a point; thence South 24 degrees 21 minutes 28 seconds West a distance of 4.84 feet to the POINT OF BEGINNING, containing 120 square feet, or 0.0028 acres, more or less.

Tract 17

General Utility Easement

All that part of Lot 28, Rockwood Heights (Lots 1-70), a platted subdivision in the City of Independence, Jackson County Missouri, lying in the Southwest Quarter of Section 9, and the Northwest Quarter of Section 16, in Township 49 North, Range 32 West, more particularly described by Patrick Ethan Ward, Missouri PLS-2005000071 of Olsson, LC-366, on April 22, 2024, as follows:

BEGINNING at the Northwest corner of said Lot 28; thence South 87 degrees 00 minutes 14 seconds East, on the North line of said Lot 28, a distance of 10.47 feet to a point; thence departing said North line, South 04 degrees 46 minutes 42 seconds West a distance of 114.94 feet to a point on the North line of a 5-foot-wide Utility Easement, as established by said Rockwood Heights plat; thence North 87 degrees 00 minutes 14 seconds West, on said North line, a distance of 7.20 feet to a point; thence departing said North line, North 03 degrees 08 minutes 58 seconds East a distance of 114.88 feet to the POINT OF BEGINNING, containing 1,015 square feet, or 0.0233 acres, more or less.

Temporary Construction Easement

All that part of Lot 28, Rockwood Heights (Lots 1-70), a platted subdivision in the City of Independence, Jackson County Missouri, lying in the Southwest Quarter of Section 9, and the Northwest Quarter of Section 16, in Township 49 North, Range 32 West, more particularly described by Patrick Ethan Ward, Missouri PLS-2005000071 of Olsson, LC-366, on April 22, 2024, as follows:

COMMENCING at the Northwest corner of said Lot 28; thence South 87 degrees 00 minutes 14 seconds East, on the North line of said Lot 28, a distance of 10.47 feet to the POINT OF BEGINNING; thence continuing South 87 degrees 00 minutes 14 seconds East, on said North line, a distance of 3.82 feet to a point; thence departing said North line, South 05 degrees 36

minutes 12 seconds West a distance of 115.00 feet to a point on the North line of a 5-foot-wide Utility Easement, as established by said Rockwood Heights plat; thence North 87 degrees 00 minutes 14 seconds West, on said North line, a distance of 2.16 feet to a point; thence departing said North line, North 04 degrees 46 minutes 42 seconds East a distance of 114.94 feet to the POINT OF BEGINNING, containing 344 square feet, or 0.0079 acres, more or less.

Tract 18

General Utility Easement

All that part of Lot 29, Rockwood Heights (Lots 1-70), a platted subdivision in the City of Independence, Jackson County Missouri, lying in the Southwest Quarter of Section 9, and the Northwest Quarter of Section 16, in Township 49 North, Range 32 West, more particularly described by Patrick Ethan Ward, Missouri PLS-2005000071 of Olsson, LC-366, on April 22, 2024, as follows:

BEGINNING at the Northeast corner of said Lot 29; thence South 03 degrees 08 minutes 58 seconds West, on the East line of said Lot 29, a distance of 114.88 feet to a point on the North line of a 5-foot-wide Utility Easement, as established by said Rockwood Heights plat; thence North 87 degrees 00 minutes 14 seconds West, on said North line, a distance of 61.92 feet to a point on the West line of said Lot 29; thence departing said North line, North 01 degrees 38 minutes 22 seconds East, on said West line, a distance of 1.73 feet to a point; thence departing said West line, North 80 degrees 26 minutes 10 seconds East a distance of 55.73 feet to a point; thence North 04 degrees 53 minutes 09 seconds East a distance of 101.09 feet to a point on the North line of said Lot 29; thence South 87 degrees 00 minutes 14 seconds East, on said North line, a distance of 4.54 feet to the POINT OF BEGINNING, containing 1,143 square feet, or 0.0262 acres, more or less.

Temporary Construction Easement

All that part of Lot 29, Rockwood Heights (Lots 1-70), a platted subdivision in the City of Independence, Jackson County Missouri, lying in the Southwest Quarter of Section 9, and the Northwest Quarter of Section 16, in Township 49 North, Range 32 West, more particularly described by Patrick Ethan Ward, Missouri PLS-2005000071 of Olsson, LC-366, on April 22, 2024, as follows:

COMMENCING at the Northeast corner of said Lot 29; thence North 87 degrees 00 minutes 14 seconds West, on the North line of said Lot 29, a distance of 4.54 feet to a point; thence departing said North line, South 04 degrees 53 minutes 09 seconds West a distance of 70.09 feet to the POINT OF BEGINNING; thence continuing South 04 degrees 53 minutes 09 seconds West a distance of 31.00 feet to a point; thence South 80 degrees 26 minutes 10 seconds West a distance of 55.73 feet to a point on the West line of said Lot 29; thence North 01 degree 38 minutes 22 seconds East, on said West line, a distance of 6.21 feet to a point; thence departing said West line, North 79 degrees 54 minutes 28 seconds East a distance of 45.92 feet to a point; thence North 25 degrees 14 minutes 43 seconds East a distance of 28.62 feet to the POINT OF BEGINNING, containing 476 square feet, or 0.0109 acres, more or less.

Tract 19

General Utility Easement

All that part of Lot 30, Rockwood Heights (Lots 1-70), a platted subdivision in the City of Independence, Jackson County Missouri, lying in the Northwest Quarter of Section 16, in Township 49 North, Range 32 West, more particularly described by Patrick Ethan Ward, Missouri PLS-2005000071 of Olsson, LC-366, on April 22, 2024, as follows:

COMMENCING at the Northwest corner of said Lot 30; thence South 01 degree 38 minutes 22 seconds West, on the West line of said Lot 30, a distance of 5.00 feet to a point on the South line of a 5-foot-wide Utility Easement, as established by said Rockwood Heights plat, and the POINT OF BEGINNING; thence departing said West line, South 87 degrees 00 minutes 14 seconds East, on said South line, a distance of 15.74 feet to a point; thence departing said South line, South 80 degrees 11 minutes 47 seconds West a distance of 16.05 feet to a point on said West line; thence North 01 degree 38 minutes 22 seconds East, on said West line, a distance of 3.56 feet to the POINT OF BEGINNING, containing 28 square feet, or 0.0006 acres, more or less.

Temporary Construction Easement

All that part of Lot 30, Rockwood Heights (Lots 1-70), a platted subdivision in the City of Independence, Jackson County Missouri, lying in the Northwest Quarter of Section 16, in Township 49 North, Range 32 West, more particularly described by Patrick Ethan Ward, Missouri PLS-2005000071 of Olsson, LC-366, on April 22, 2024, as follows:

COMMENCING at the Northwest corner of said Lot 30; thence South 01 degree 38 minutes 22 seconds West, on the West line of said Lot 30, a distance of 5.00 feet to a point on the South line of a 5-foot-wide Utility Easement, as established by said Rockwood Heights plat; thence departing said West line, South 87 degrees 00 minutes 14 seconds East, on said South line, a distance of 15.74 feet to the POINT OF BEGINNING; thence continuing South 87 degrees 00 minutes 14 seconds East, on said South line, a distance of 48.27 feet to a point; thence departing said South line, South 40 degrees 14 minutes 29 seconds West a distance of 7.10 feet to a point; thence North 87 degrees 59 minutes 34 seconds West a distance of 59.56 feet to a point on said West line; thence North 01 degree 38 minutes 22 seconds East, on said West line, a distance of 3.13 feet to a point; thence departing said West line, North 80 degrees 11 minutes 47 seconds East a distance of 16.05 feet to the POINT OF BEGINNING, containing 352 square feet, or 0.0081 acres, more or less.

Tract 20

Temporary Construction Easement

All that part of Lot 112, Rockwood Heights (Lots 105-120), a platted subdivision in the City of Independence, Jackson County Missouri, lying in the Northwest Quarter of Section 16, in

Township 49 North, Range 32 West, more particularly described by Patrick Ethan Ward, Missouri PLS-2005000071 of Olsson, LC-366, on April 25, 2024, as follows:

Temporary Construction Easement #1:

BEGINNING at the Southeast corner of said Lot 112; thence North 87 degrees 11 minutes 30 seconds West, on the South line of said Lot 112, a distance of 10.00 feet to a point; thence departing said South line, North 47 degrees 13 minutes 26 seconds East a distance of 14.00 feet to a point on the East line of said Lot 112; thence South 01 degree 38 minutes 22 seconds West, on said East line, a distance of 10.00 feet to the PONT OF BEGINNING, containing 50 Square Feet, or 0.0011 Acres, more or less.

And also...

Temporary Construction Easement #2:

All of the East 5.00 feet of the South 15.00 feet of the North 20.00 feet of said Lot 112, containing 75 Square Feet, or 0.0017 Acres, more or less.

Tract 21

All that part of Lot 113, Rockwood Heights (Lots 105-120), a platted subdivision in the City of Independence, Jackson County Missouri, lying in the Northwest Quarter of Section 16, in Township 49 North, Range 32 West, more particularly described by Patrick Ethan Ward, Missouri PLS-2005000071 of Olsson, LC-366, on April 25, 2024, as follows:

BEGINNING at the Northwest corner of said Lot 113; thence South 87 degrees 11 minutes 30 seconds East, on the North line of said Lot 113, a distance of 16.15 feet to a point; thence departing said North line, South 04 degrees 10 minutes 44 seconds West a distance of 15.56 feet to a point; thence North 87 degrees 55 minutes 31 seconds West a distance of 15.85 feet to a point on the West line of said Lot 113; thence North 03 degrees 04 minutes 57 seconds East, on said West line, a distance of 15.76 feet to the PONT OF BEGINNING, containing 250 Square Feet, or 0.0057 Acres, more or less.

Tract 22

General Utility Easement

All that part of Lot 152, Rockwood Heights (Lots 137-152), a platted subdivision in the City of Independence, Jackson County Missouri, lying in the Northwest Quarter of Section 16, in Township 49 North, Range 32 West, more particularly described by Patrick Ethan Ward, Missouri PLS-2005000071 of Olsson, LC-366, on April 25, 2024, as follows:

COMMENCING at the Northeast corner of said Lot 152; thence South 01 degree 38 minutes 22 seconds West, on the East line of said Lot 152, a distance of 5.00 feet to a point on the South line of a 5-foot-wide Utility Easement, as established by said Rockwood Heights plat and the POINT

OF BEGINNING; thence departing said South line, South 01 degree 38 minutes 22 seconds West, continuing on said East line, a distance of 5.90 feet to a point; thence departing said East line, North 80 degrees 36 minutes 56 seconds West a distance of 51.51 feet to a point on said South line; thence South 87 degrees 11 minutes 30 seconds East, on said South line, a distance of 51.05 feet to the PONT OF BEGINNING, containing 151 Square Feet or 0.0035 Acres, more or less.

Temporary Construction Easement

BEGINNING 1 at the Southeast corner of said Lot 152; thence North 87 degrees 11 minutes 30 seconds West, on the South line of said Lot 152, a distance of 5.52 feet to a point; thence departing said South line, North 02 degrees 14 minutes 27 seconds East a distance of 57.51 feet to a point; thence North 84 degrees 15 minutes 41 seconds West a distance of 6.71 feet to a point; thence North 02 degrees 48 minutes 34 seconds East a distance of 16.66 feet to a point; thence South 86 degrees 12 minutes 43 seconds East a distance of 9.00 feet to a point; thence North 02 degrees 27 minutes 12 seconds East a distance of 31.39 feet to a point; thence North 82 degrees 26 minutes 53 seconds West a distance of 58.73 feet to a point on the West line of said Lot 152; thence North 03 degrees 04 minutes 57 seconds East, on said West line, a distance of 5.06 feet to a point on the South line of a 5-foot-wide Utility Easement, as established by said Rockwood Heights plat; thence departing said West line, South 87 degrees 11 minutes 30 seconds East, on said South line, a distance of 9.07 feet to a point; thence departing said South line, South 80 degrees 36 minutes 56 seconds East a distance of 51.51 feet to a point on the East line of said Lot 152; thence South 01 degree 38 minutes 22 seconds West, on said East line, a distance of 109.79 feet to the POINT OF BEGINNING, containing 861 square feet, or 0.0198 acres, more or less.

And also...

Temporary Construction Easement #2

BEGINNING 2 at the Southwest corner of said Lot 152; thence North 03 degrees 04 minutes 57 seconds East, on the West line of said Lot 152, a distance of 2.68 feet to a point; thence departing said West line, South 87 degrees 11 minutes 30 seconds East a distance of 12.89 feet to a point; thence South 03 degrees 33 minutes 35 seconds West a distance of 2.68 feet to a point on the South line of said Lot 152; thence North 87 degrees 11 minutes 30 seconds West, on said South line, a distance of 12.87 feet to the POINT OF BEGINNING, containing 35 square feet, or 0.0008 acres, more or less.

Tract 23

Temporary Construction Easement

All that part of Lot 151, Rockwood Heights (Lots 137-152), a platted subdivision in the City of Independence, Jackson County Missouri, lying in the Northwest Quarter of Section 16, in Township 49 North, Range 32 West, more particularly described by Patrick Ethan Ward, Missouri PLS-2005000071 of Olsson, LC-366, on April 25, 2024, as follows:

COMMENCING at the Southeast corner of said Lot 151; thence North 87 degrees 11 minutes 30 seconds West, on the South line of said Lot 151, a distance of 23.30 feet to a point; thence departing said South line, North 03 degrees 50 minutes 15 seconds East a distance of 8.37 feet to a point; thence South 87 degrees 26 minutes 26 seconds East a distance of 23.19 feet to a point on the East line of said Lot 151; thence South 03 degrees 04 minutes 57 seconds West, on said East line, a distance of 8.47 feet to the POINT OF BEGINNING, containing 196 square feet, or 0.0045 acres, more or less.

Tract 24

General Utility Easement

All that part of Lot 70, Rockwood Heights (Lots 1-70), a platted subdivision in the City of Independence, Jackson County Missouri, lying in the Northwest Quarter of Section 16, in Township 49 North, Range 32 West, more particularly described by Patrick Ethan Ward, Missouri PLS-2005000071 of Olsson, LC-366, on April 25, 2024, as follows:

BEGINNING at the Northwest corner of said Lot 70; thence South 87 degrees 00 minutes 14 seconds East, on the North line of said Lot 70, a distance of 3.04 feet to a point; thence departing said North line, South 05 degrees 21 minutes 31 seconds West a distance of 73.87 feet to a point on the West line of said Lot 70; thence North 02 degrees 59 minutes 46 seconds East, on said West line, a distance of 73.81 feet to the POINT OF BEGINNING, containing 112 square feet, or 0.0026 acres, more or less.

Temporary Construction Easement

All that part of Lot 70, Rockwood Heights (Lots 1-70), a platted subdivision in the City of Independence, Jackson County Missouri, lying in the Northwest Quarter of Section 16, in Township 49 North, Range 32 West, more particularly described by Patrick Ethan Ward, Missouri PLS-2005000071 of Olsson, LC-366, on April 25, 2024, as follows:

COMMENCING at the Northwest corner of said Lot 70; thence South 87 degrees 00 minutes 14 seconds East, on the North line of said Lot 70, a distance of 3.04 feet to the POINT OF BEGINNING; thence continuing South 87 degrees 00 minutes 14 seconds East, on said North line, a distance of 4.53 feet to a point; thence departing said North line, South 05 degrees 22 minutes 52 seconds West a distance of 115.06 feet to a point on the North line of a 5-foot-wide Utility Easement, as established by said Rockwood Heights plat; thence North 86 degrees 59 minutes 49 seconds West, on said North line, a distance of 2.79 feet to a point on the West line of said Lot 70; thence departing said North line, North 02 degrees 59 minutes 46 seconds East, on said West line, a distance of 41.16 feet to a point; thence departing said West line, North 05 degrees 21 minutes 31 seconds East a distance of 73.87 feet to the POINT OF BEGINNING, containing 484 square feet, or 0.0111 acres, more or less.

Tract 25

General Utility Easement

All that part of Lot 137, Rockwood Heights (Lots 137-152), a platted subdivision in the City of Independence, Jackson County Missouri, lying in the Northwest Quarter of Section 16, in Township 49 North, Range 32 West, more particularly described by Patrick Ethan Ward, Missouri PLS-2005000071 of Olsson, LC-366, on April 25, 2024, as follows:

BEGINNING at the Northeast corner of said Lot 137; thence South 02 degrees 59 minutes 46 seconds West, on the East line of said Lot 137, a distance of 73.81 feet to a point; thence departing said East line, South 05 degrees 21 minutes 31 seconds West a distance of 41.19 feet to a point on the North line of a 5-foot-wide Utility Easement, as established by said Rockwood Heights plat; thence North 86 degrees 59 minutes 49 seconds West, on said North line, a distance of 58.95 feet to a point; thence departing said North line, North 05 degrees 19 minutes 35 seconds East a distance of 3.47 feet to a point; thence South 84 degrees 39 minutes 08 seconds East a distance of 45.90 feet to a point; thence North 06 degrees 17 minutes 05 seconds East a distance of 56.65 feet to a point; thence North 04 degrees 27 minutes 40 seconds East a distance of 56.81 feet to a point on the North line of said Lot 137; thence South 87 degrees 11 minutes 30 seconds East, on said North line, a distance of 9.94 feet to the POINT OF BEGINNING, containing 1,447 square feet, or 0.0332 acres, more or less.

Temporary Construction Easement

All that part of Lot 137, Rockwood Heights (Lots 137-152), a platted subdivision in the City of Independence, Jackson County Missouri, lying in the Northwest Quarter of Section 16, in Township 49 North, Range 32 West, more particularly described by Patrick Ethan Ward, Missouri PLS-2005000071 of Olsson, LC-366, on April 25, 2024, as follows:

Temporary Construction Easement #1:

BEGINNING at the Northwest corner of said Lot 137; thence South 87 degrees 11 minutes 30 seconds East, on the North line of said Lot 137, a distance of 19.09 feet to a point; thence departing said North line, South 03 degrees 49 minutes 20 seconds West a distance of 4.34 feet to a point; thence North 85 degrees 57 minutes 28 seconds West a distance of 19.03 feet to a point on the West line of said Lot 137; thence North 02 degrees 59 minutes 33 seconds East, on said West line, a distance of 3.93 feet to the POINT OF BEGINNING, containing 79 square feet, or 0.0018 acres, more or less.

And also...

Temporary Construction Easement #2

COMMENCING at the Southeast corner of said Lot 137; thence North 02 degrees 59 minutes 46 seconds East, on the East line of said Lot 137, a distance of 5.00 feet to a point on the North line of a 5-foot-wide Utility Easement, as established by said Rockwood Heights plat and the POINT OF BEGINNING; thence departing said East line, North 86 degrees 59 minutes 49 seconds

West, on said North line, a distance of 1.70 feet to a point; thence departing said North line, North 05 degrees 21 minutes 31 seconds East a distance of 41.19 feet to a point on said East line; thence South 02 degrees 59 minutes 46 seconds West, on said East line, a distance of 41.16 feet to the POINT OF BEGINNING, containing 35 square feet, or 0.0008 acres, more or less.

And also...

Temporary Construction Easement #3

COMMENCING at the Southwest corner of said Lot 137; thence North 02 degrees 59 minutes 33 seconds East, on the West line of Lot 137, a distance of 5.00 feet to a point on the North line of a 5-foot-wide Utility Easement, as established by said Rockwood Heights plat, and the POINT OF BEGINNING; thence departing said North line, North 02 degrees 59 minutes 33 seconds East, continuing on said West line, a distance of 17.54 feet to a point; thence departing said West line, North 89 degrees 59 minutes 27 seconds East a distance of 5.76 feet to a point; thence South 00 degrees 55 minutes 10 seconds East a distance of 9.93 feet to a point; thence South 85 degrees 19 minutes 41 seconds East a distance of 46.48 feet to a point; thence South 06 degrees 17 minutes 05 seconds West a distance of 5.00 feet to a point; thence North 84 degrees 39 minutes 17 seconds West a distance of 45.90 feet to a point; thence South 05

degrees 19 minutes 35 seconds West 3.46 feet to a point on said North line; thence North 86 degrees 59 minutes 49 seconds West, on said North line, a distance of 6.60 feet to the POINT OF BEGINNING, containing 331 square feet, or 0.0076 acres, more or less.

Tract 26

Temporary Construction Easement

All that part of Lot 138, Rockwood Heights (Lots 137-152), a platted subdivision in the City of Independence, Jackson County Missouri, lying in the Northwest Quarter of Section 16, in Township 49 North, Range 32 West, more particularly described by Patrick Ethan Ward, Missouri PLS-2005000071 of Olsson, LC-366, on April 25, 2024, as follows:

BEGINNING at the Northeast corner of said Lot 138; thence South 02 degrees 59 minutes 33 seconds West, on the East line of said Lot 138, a distance of 5.38 feet to a point; thence departing said East line, North 87 degrees 48 minutes 04 seconds West a distance of 20.82 feet to a point; thence North 02 degrees 10 minutes 31 seconds East a distance of 5.61 feet to a point on the North line of said Lot 138; thence South 87 degrees 11 minutes 30 seconds East, on said North line, a distance of 20.90 feet to the POINT OF BEGINNING, containing 115 square feet, or 0.0026 acres, more or less.

Tract 27

General Utility Easement

All that part of Lot 15, Rockwood Plaza (Lots 13-37), a platted subdivision in the City of Independence, Jackson County Missouri, lying in the Northwest Quarter of Section 16, in Township 49 North, Range 32 West, more particularly described by Patrick Ethan Ward, Missouri PLS-2005000071 of Olsson, LC-366, on April 25, 2024, as follows:

BEGINNING at the Southwest corner of said Lot 15; thence North 01 degrees 47 minutes 02 seconds East, on the West line of said Lot 15, a distance of 53.71 feet to a point; thence departing said West line, North 11 degrees 26 minutes 48 seconds East a distance of 27.91 feet to a point; thence North 34 degrees 26 minutes 12 seconds East a distance of 102.66 feet to a point on the South line of a 5-foot-wide Utility Easement, as established by said Rockwood Plaza plat; thence South 86 degrees 59 minutes 49 seconds East, on said South line, a distance of 15.16 feet to a point; thence departing said South line, South 34 degrees 24 minutes 06 seconds West a distance of 107.92 feet to a point; thence South 11 degrees 26 minutes 48 seconds West a distance of 77.63 feet to a point on the South line of said Lot 15; thence North 86 degrees 59 minutes 49 seconds West, on said South line, a distance of 4.03 feet to the POINT OF BEGINNING, containing 2,159 square feet, or 0.0496 acres, more or less.

Temporary Construction Easement

All that part of Lot 15, Rockwood Plaza (Lots 13-37), a platted subdivision in the City of Independence, Jackson County Missouri, lying in the Northwest Quarter of Section 16, in Township 49 North, Range 32 West, more particularly described by Patrick Ethan Ward, Missouri PLS-2005000071 of Olsson, LC-366, on April 25, 2024, as follows:

Temporary Construction Easement #1:

COMMENCING at the Southwest corner of said Lot 15; thence North 01 degree 47 minutes 02 seconds East, on the West line of said Lot 15, a distance of 53.71 feet to the POINT OF BEGINNING 1; thence North continuing 01 degree 47 minutes 02 seconds East, on said West line, a distance of 27.37 feet to a point; thence departing said West line, North 90 degrees 00 minutes 00 seconds East a distance of 4.69 feet to a point; thence South 11 degrees 26 minutes 48 seconds West a distance of 27.91 feet to the POINT OF BEGINNING, containing 64 square feet, or 0.0015 acres, more or less.

And also...

Temporary Construction Easement #2

COMMENCING at the Southwest corner of said Lot 15; thence South 86 degrees 59 minutes 49 seconds East, on the South line of said Lot 15, a distance of 4.03 feet to the POINT OF BEGINNING 2; thence departing said South line, North 11 degrees 26 minutes 48 seconds East a distance of 77.63 feet to a point; thence North 34 degrees 24 minutes 06 seconds East a distance of 107.92 feet to a point on the South line of a 5-foot-wide Utility Easement, as established by said Rockwood Plaza plat; thence South 86 degrees 59 minutes 49 seconds East, on said South line, a distance of 5.91 feet to a point; thence departing said South line, South 34 degrees 26 minutes 32 seconds West a distance of 110.88 feet to a point; thence South 12

degrees 52 minutes 17 seconds East a distance of 19.47 feet to a point; thence North 87 degrees 46 minutes 39 seconds West a distance of 7.96 feet to a point; thence South 10 degrees 57 minutes 37 seconds West a distance of 56.00 feet to a point on the South line of said Lot 15; thence North 86 degrees 59 minutes 49 seconds West, on said South line, a distance of 5.31 feet to the POINT OF BEGINNING, containing 999 square feet, or 0.0229 acres, more or less.

Tract 28

General Utility Easement

All that part of Lot 14, Rockwood Plaza (Lots 13-37), a platted subdivision in the City of Independence, Jackson County Missouri, lying in the Northwest Quarter of Section 16, in Township 49 North, Range 32 West, more particularly described by Patrick Ethan Ward, Missouri PLS-2005000071 of Olsson, LC-366, on April 25, 2024, as follows:

BEGINNING at the Southeast corner of said Lot 14; thence North 86 degrees 59 minutes 49 seconds West, on the South line of said Lot 14, a distance of 9.11 feet to a point; thence departing said South line, North 11 degrees 26 minutes 48 seconds East a distance of 54.29 feet to a point on the East line of said Lot 14; thence South 01 degree 47 minutes 02 seconds West, on said East line, a distance of 53.71 feet to the POINT OF BEGINNING, containing 245 square feet, or 0.0056 acres, more or less.

Tract 29

Temporary Construction Easement

All that part of Lot 36, Rockwood Plaza (Lots 13-37), a platted subdivision in the City of Independence, Jackson County Missouri, lying in the Northwest Quarter of Section 16, in Township 49 North, Range 32 West, more particularly described by Patrick Ethan Ward, Missouri PLS-2005000071 of Olsson, LC-366, on April 25, 2024, as follows:

BEGINNING at the Northwest corner of said Lot 36; thence South 86 degrees 59 minutes 49 seconds East, on the North line of said Lot 36, a distance of 20.93 feet to a point; thence departing said North line, South 03 degrees 02 minutes 50 seconds West a distance of 3.34 feet to a point; thence North 86 degrees 57 minutes 04 seconds West a distance of 20.87 feet to a point on the West line of said Lot 36; thence North 01 degree 57 minutes 42 seconds East, on said West line, a distance of 3.32 feet to the POINT OF BEGINNING, containing 70 square feet, or 0.0016 acres, more or less.

Tract 30

General Utility Easement

All that part of Lot 37, Rockwood Plaza (Lots 13-37), a platted subdivision in the City of Independence, Jackson County Missouri, lying in the Northwest Quarter of Section 16, in

Township 49 North, Range 32 West, more particularly described by Patrick Ethan Ward, Missouri PLS-2005000071 of Olsson, LC-366, on April 25, 2024, as follows:

COMMENCING at the Northwest corner of said Lot 37; thence South 86 degrees 59 minutes 49 seconds East, on the North line of said Lot 37, a distance of 4.09 feet to the POINT OF BEGINNING; thence continuing South 86 degrees 59 minutes 49 seconds East, on said North line, a distance of 76.41 feet to a point; thence departing said North line, South 83 degrees 58 minutes 38 seconds West a distance of 66.93 feet to a point; thence South 01 degree 59 minutes 50 seconds West a distance of 149.53 feet to a point; thence North 89 degrees 29 minutes 09 seconds West a distance of 10.00 feet to a point; thence North 01 degree 57 minutes 20 seconds East a distance of 160.47 feet to the POINT OF BEGINNING, containing 1,960 square feet, or 0.0450 acres, more or less.

Temporary Construction Easement

All that part of Lot 37, Rockwood Plaza (Lots 13-37), a platted subdivision in the City of Independence, Jackson County Missouri, lying in the Northwest Quarter of Section 16, in Township 49 North, Range 32 West, more particularly described by Patrick Ethan Ward, Missouri PLS-2005000071 of Olsson, LC-366, on April 25, 2024, as follows:

BEGINNING at the Northwest corner of said Lot 37; thence South 86 degrees 59 minutes 49 seconds East, on the North line of said Lot 37, a distance of 82.13 feet to the Northeast corner thereof; thence departing said North line, South 01 degree 57 minutes 42 seconds West, on the East line of said Lot 37, a distance of 3.32 feet to a point; thence departing said East line, South 51 degrees 23 minutes 47 seconds West a distance of 14.30 feet to a point; thence North 88 degrees 07 minutes 22 seconds West a distance of 55.97 feet to a point; thence South 02 degrees 01 minute 58 seconds West a distance of 133.55 feet to a point; thence South 03 degrees 40 minutes 20 seconds East a distance of 21.70 feet to a point on the North line of a 5-foot-wide Utility Easement, as established by said Rockwood Plaza plat; thence North 86 degrees 59 minutes 25 seconds West, on said North line, a distance of 16.72 feet to a point on the West line of said Lot 37; thence departing said North line, North 01 degree 47 minutes 02 seconds East, on said West line, a distance of 169.03 feet to the POINT OF BEGINNING, EXCEPT that part lying in Permanent Drainage Easement, containing a net of 1,422 square feet, or 0.0327 acres, more or less.

Tract 31

Temporary Construction Easement

All that part of Lot 7, Re-Survey of Lots No. 5, 6, 7, & 8, Rockwood Plaza, a platted subdivision in the City of Independence, Jackson County Missouri, lying in the Northwest Quarter of Section 16, in Township 49 North, Range 32 West, more particularly described by Patrick Ethan Ward, Missouri PLS-2005000071 of Olsson, LC-366, on April 25, 2024, as follows:

COMMENCING at the Southeast corner of said Lot 7; thence North 01 degree 47 minutes 02 seconds East, on the East line of said Lot 7, a distance of 5.00 feet to a point on the North line of

a 5-foot-wide Utility Easement, as established by said Re-Survey of Lots No. 5, 6, 7, & 8, Rockwood Plaza plat; thence North 86 degrees 58 minutes 32 seconds West, on said North line, a distance of 7.27 feet to a point; thence departing said North line, North 10 degrees 58 minutes 06 seconds East a distance of 45.66 feet to a point on said East line; thence South 01 degree 48 minutes 26 seconds East, on said East line, a distance of 45.23 feet to the POINT OF BEGINNING, containing 164 square feet, or 0.0038 acres, more or less.

SECTION 2. That the City Manager and his designates are hereby authorized and directed to negotiate with the owners of the properties herein described for the purchase of general utility easements relating to said lands.

SECTION 3. That in the event of failure to negotiate the proper compensation to be paid for such general utility easements and temporary construction and grading easements and the acquisition thereof by purchase, the City Counselor and his designates are hereby authorized and directed to institute eminent domain proceedings for the purpose of acquiring such general utility easements and temporary construction and grading easements in the manner provided by law.

SECTION 4. That the City Manager is hereby authorized to request proposals, if required, for surveys, appraisals, and necessary title reports for said property.

SECTION 5. That the improvements herein referred to shall be of the nature described herein and shall be done in accordance with the plans and specifications as completed, hereby approved, and on file in the office of the Municipal Services Director.

SECTION 6. That the City Manager of the City of Independence, Missouri, is here by authorized and directed to execute necessary documents, to pay and disburse funds, within appropriations authorized for this project, to property owners, others holding property rights and escrow agents pursuant to negotiated agreements for purchase of said general utility easements and temporary construction and grading easements, all in accordance with established acquisition procedure and approved appraisals.

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:

24-043 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:

24-044 **1R** An ordinance approving a rezoning from District C-2 (General Commercial) to District R-30/PUD (High Density Residential/Planned Unit Development) and approving a preliminary development plan for the property located at 304 S. Liberty Street. **1R**

Recommendations:

Commissioner Nesbitt made a motion to recommend **APPROVAL** of this rezoning request, for property located at 304 S. Liberty Street, with the following conditions be included with the preliminary development plan:

1. The structure will be limited to three residential units.
2. The basement will be used for storage and as a utility room without any living units.
3. Include detailed and refined elevations and floor plans with the Final Development Plan.
4. Given the lot coverage of the existing structure and paved spaces, the landscaping requirements listed in the UDO will not be required.
5. A cross-access easement must be obtained for the northern portion of driveway.
6. The applicant must apply for a building permit in 30 days and begin construction in 60 days of permit issuance or the dangerous building case will resume.

A second to the motion was made by Commissioner O'Neil. The Independence Planning Commission voted as follows:

Commissioner Nesbitt – Yes

Commissioner Wiley – Yes

Commissioner McClain – Yes

Commissioner Ashbaugh – Yes

Commissioner Ferguson – Yes

Commissioner O'Neil – Yes

The motion passed 6-0 and such application is forwarded to the City Council for its consideration. Staff concurs with the recommendation of the Planning Commission.

Background:

A request by Shane Sparks with SB Equity Management to rezone the property from C-2 (General Commercial) to R-30/PUD (High Density Residential/Planned Unit Development) and approve a Preliminary Development Plan.

The applicant recently purchased 304 S. Liberty Street, a vacant and vandalized property. It was previously an apartment building, with two units upstairs and another on the lower level that also incorporated a commercial store front fronting Liberty Street. The applicant wants to down zone the property and eliminate the commercial aspect of the building and restore the

multiple-family use.

The 59-foot by 76-foot lot contains a multiple-family residential building, which covers most of the lot, with two driveways on its northside providing parking for four vehicles. The building itself contains over 4,550-square feet of space be divided into three living units.

The structure, clad with siding, has covered brick porches for the first-floor units abutting the sidewalk. The basement will be used for storage and as a utility room without any living units.

When the apartment building was constructed, it was a residential neighborhood. It is now in a neighborhood of primarily commercial uses with a remnant of two older single-family homes.

ANALYSIS:

Consistency with *Independence for All*, Strategic Plan:

This rezoning would allow the building to be re-occupied with three units. The reuse of this building could contribute to the Strategic Plan by allowing the property to continue in residential use.

Comprehensive Plan Guiding Principles:

The Comprehensive Plan designates this site for Mixed Uses. The proposed application can provide affordable living units options by preserving the mix of home types and density levels currently in the neighborhood.

Historic and Archeological Sites:

This property is not located within an historic district.

Public Utilities:

The structure has long been connected to all utility services.

Recommendations and decisions for proposed planned unit development rezoning and its accompanying preliminary development plan must be based on consideration of the criteria listed in Section 14-703-05-H:

1. The consistency with the Comprehensive Plan.*The City's Comprehensive Plan, with its Mixed Use, is inclusive of this residential use.*

2. The consistency with the PUD standards of Section 14-902, including the statement of purpose.*This type of application is not expressly addressed in this section as its not new development, but it "ensures that development can be conveniently, efficiently and economically served by existing and planned utility services."*

3. The nature and extent of Common Open Space in the PUD.*There is no open space provided with this application.*

4. The reliability of the proposals for maintenance and conservation of Common Open Space.*There is no open space provided with this application, the applicant will own the entire property.*

5. The adequacy or inadequacy of the amount and function of Common Open Space in terms of the densities and dwelling types proposed in the plan.*There is no open space provided with this application.*

6. The extent to which the proposed use will adversely affect the capacity of safety portions of the street network or present parking problems in the vicinity of the property. Whether adequate provision for public services, provides adequate control over vehicular traffic, and furthers the amenities of light and air, recreation, and visual enjoyment.*This rehabilitation project will not adversely affect traffic or the street network in the vicinity of the project.*

7. The extent to which the proposed use will have a substantially adverse effect on adjacent property and the development or conservation of the neighborhood area. *Other than usual impacts that come with the now vacant building being occupied, there is no substantial adverse impact on the neighborhood. However, rezoning as an R-30/PUD would allow reconstruction of a higher density structure.*

8. Whether potential adverse impacts have been mitigated to the maximum practical extent. *No significant impacts are expected with this application.*

9. Whether the Preliminary Development Plan represents such a unique development proposal that it could not have accomplished through use of (non-PUD) conventional zoning regulations. *The proposed use of a triplex would require a R-30/PUD due to the number of living units in the building in conjunction with the modest area of the property itself.*

10. The sufficiency of the terms and conditions proposed to protect the interest of the public and the residents of the PUD in the case of a plan that proposes development over a period of years. *This project will continue to be under one ownership.*

Draft Planning Commission minutes:

"Case 24-125-03 – Rezoning/PUD – C-2 to R-30/PUD – 304 S. Liberty Street

Staff Presentation

Brian Harker presented the case. Mr. Harker presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses. Mr. Harker reviewed the following conditions:

1. The structure will be limited to three residential units (two on the ground floor and one on the second floor).
2. The basement will be used for storage and as a utility room without any living units.
3. Include detailed and refined elevations and floor plans with the Final Development Plan.
4. Given the lot coverage of the existing structure and paved spaces, the landscaping requirements listed in the UDO will not be required.
5. A cross-access easement must be obtained for the northern portion of driveway.
6. The applicant must apply for a building permit in 30 days and begin construction in 60 days of permit issuance or the dangerous building case will resume.

Mr. Harker & Mr. Garrett further explained the parking and the cross-access easement that will be approved by the Law Office & recorded with the county.

Applicant Comments

Jim Gamble Architect/Owner of Gamble Company, 3500 S. Mize Ridge Court, representing applicant John Sparks explained the plans for property and responded to Commissioner Wiley's question regarding the floor plan and what determines the final layout.

In response to Commissioner Nesbitt's question, Mr. Gamble stated the building is not falling and was vandalized causing it to be tagged as a dangerous building.

Mr. Gamble went over the parking plan and the cross-easement agreement with the law office in response to Commissioner Nesbitt's concerns about number of parking spaces.

Commissioner Wiley advised they'd like to remove the parentheses from the first condition, so the applicant could decide to put one unit on the ground floor and two units on the second floor.

Public Comments

No public comments.

Motion

Commissioner Nesbitt made a motion to approve Case 24-125-03 – Rezoning/PUD – C-2 to R-30/PUD – 304 S. Liberty Street, with conditions as outlined by staff and amended to allow three units total on the ground and second floor. Commissioner O'Neill seconded the motion. The motion was approved with six affirmative votes."

Emergency Justification:

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. Draft Ordinance 24-125-03
2. New Staff Report 24-125-03
3. Narrative
4. Application
5. Notification Letter
6. Address List
7. Affidavit
8. Site PlanFloorPlanElevations
9. Zoning Plat

10. Comp Plan Map
11. Zoning Map

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A REZONING FROM DISTRICT C-2 (GENERAL COMMERCIAL) TO DISTRICT R-30/PUD (HIGH DENSITY RESIDENTIAL /PLANNED UNIT DEVELOPMENT) AND APPROVING A PRELIMINARY DEVELOPMENT PLAN FOR THE PROPERTY LOCATED AT 304 S. LIBERTY STREET.

WHEREAS, the application submitted to the SB Equity Management, LLC requesting approval of a rezoning from District C-2 (General Commercial) to District R-30/PUD (High Density Residential/Planned Unit Development) and a preliminary development plan for property located at 304 S. Liberty Street was referred to the Planning Commission as required by the Unified Development Ordinance; and,

WHEREAS, the Unified Development Ordinance provides for the approval of a rezoning and preliminary development plan following public hearings by the Planning Commission and City Council; and,

WHEREAS, after due public notice in the manner prescribed by law, the Planning Commission held public hearings for the consideration of the request on May 14, 2024, and rendered a report to the City Council with its vote to recommend approval of this application passed by a vote of 6-0; and,

WHEREAS, after due public notice in the manner prescribed by law, the City Council held a public hearing on July 1, 2024, and rendered a decision to approve the rezoning and preliminary development plan for the said property; and,

WHEREAS, in accordance with the Unified Development Ordinance, it was determined that the rezoning and preliminary development plan was consistent with the review criteria in Section 14-701-02 and 14-703-05 respectively; and,

WHEREAS, no legal protests were signed, acknowledged, and presented for the application.

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

SECTION 1. That the following legally described tracts of real estate is hereby rezoned from District C-2 (General Commercial) to District R-30/PUD (High Density Residential/Planned Unit Development) and shall be subject to the regulations of said district:

Independence Old Town; Beginning at a Point 54.5-feet South of the Northeast Corner of Lot 128, then West 76-feet, then South 59-feet, then East 76-feet, then North 59-feet to the Point of Beginning.

SECTION 2. That the Preliminary Development Plan, is attached hereto and is incorporated by reference as if fully set out herein, is hereby approved with the following conditions:

- 1) The structure will be limited to three residential units.

- 2) The basement will be used for storage and as a utility room without any living units.
- 3) Include detailed and refined elevations and floor plans with the Final Development Plan.
- 4) Given the lot coverage of the existing structure and paved spaces, the landscaping requirements listed in the UDO will not be required.
- 5) A cross-access easement must be obtained for the northern portion of driveway.
- 6) The applicant must apply for a building permit in 30 days and begin construction in 60 days of permit issuance or the dangerous building case will resume.

SECTION 3. Nonseverability. All provisions of this ordinance are so essentially, and inseparable connected with, and so dependent upon, each other that no such provision would be enacted without all others. If a court of competent jurisdiction enters a final judgement on the merits that is not subject to appeal and that declares any provision or part of this ordinance void, unconstitutional, or unenforceable, then this ordinance, in its collective entirety, is invalid and shall have no legal effect as of the date of such judgement.

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

SECTION 5. That failure to comply with all the provisions contained in this ordinance shall constitute violations of both this ordinance and Chapter 14, the Unified Development Ordinance, of the Code of the City of Independence, Missouri.

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

Planning Commission

REVISED

Staff Report

MEETING DATE: May 14, 2024

STAFF: Brian L. Harker, Senior Planner

PROJECT NAME: 304 S. Liberty Street

CASE NUMBER/REQUEST: **Case 24-125-03 – Rezoning/PUD – 304 S. Liberty Street** – A request by SB Equity Management to rezone the property from C-2 (General Commercial) to R-30/PUD (High Density Residential/Planned Unit Development) and approve a Preliminary Development Plan.

APPLICANT/OWNER: Shane Sparks -SB Equity Management, LLC

PROPERTY ADDRESS: 304 S. Liberty Street

SURROUNDING ZONING/LAND USES:

North:	C-2...office building
South:	R-6...single-family residence
East:	C-2...office building
West:	C-2...office building

PUBLIC NOTICE:

- Letters to adjoining property owners – April 9, 2024
- Public Notice published in The Kansas City Star – January 6, 2024
- Signs posted on property – April 26, 2024

FURTHER ACTION:

Following action by the Planning Commission, this rezoning request is scheduled for first reading by the City Council on May 14, 2024 and the public hearing/second reading on July 1, 2024.

RECOMMENDATION

Staff recommends **APPROVAL** of this rezoning and the preliminary development plan with the following conditions:

1. The structure will be limited to three residential units.
2. The basement will be used for storage and as a utility room without any living units.
3. Include detailed and refined elevations and floor plans with the Final Development Plan.
4. Given the lot coverage of the existing structure and paved spaces, the landscaping requirements listed in the UDO will not be required.
5. A cross-access easement must be obtained for the northern portion of driveway.
6. The applicant must apply for a building permit in 30 days and begin construction in 60 days of permit issuance or the dangerous building case will resume.

PROJECT DESCRIPTION & BACKGROUND INFORMATION

PROJECT DESCRIPTION:

A request by Shane Sparks with SB Equity Management to rezone the property from C-2 (General Commercial) to R-30/PUD (High Density Residential/Planned Unit Development) and approve a Preliminary Development Plan.

Current Zoning:	C-2 (General Commercial)	Proposed Zoning:	R-30/PUD (High Density Residential/Planned Unit Development)
Current Use:	Vacant multiple-family structure	Proposed Use:	Tri-plex
Lot Size:	4,844-square feet	Building Square Foot:	2,275-square feet

BACKGROUND:

The applicant recently purchased 304 S. Liberty Street, a vacant and vandalized property. It was previously an apartment building, with two units upstairs and another on the lower level that also incorporated a commercial store front fronting Liberty Street. The applicant wants to down zone the property and eliminate the commercial aspect of the building and restore the multiple-family use.

The 59-foot by 76-foot lot contains a multiple-family residential building, which covers most of the lot, with two driveways on its northside providing parking for four vehicles. The building itself contains over 4,550-square feet of space be divided into three living units.

The structure, clad with siding, has covered brick porches for the first-floor units abutting the sidewalk. The basement will be used for storage and as a utility room without any living units.

When the apartment building was constructed, it was a residential neighborhood. It is now in a neighborhood of primarily commercial uses with a remnant of two older single-family homes.

ANALYSIS

Consistency with *Independence for All*, Strategic Plan:

This rezoning would allow the building to be re-occupied with three units. The reuse of this building could contribute to the Strategic Plan by allowing the property to continue in residential use.

Comprehensive Plan Guiding Principles:

The Comprehensive Plan designates this site for Mixed Uses. The proposed application can provide affordable living units options by preserving the mix of home types and density levels currently in the neighborhood.

Historic and Archeological Sites:

This property is not located within an historic district.

Public Utilities:

The structure has long been connected to all utility services.

REVIEW CRITERIA

Recommendations and decisions for proposed planned unit development rezoning and its accompanying preliminary development plan must be based on consideration of the criteria listed in Section 14-703-05-H:

1. **The consistency with the Comprehensive Plan.**
The City's Comprehensive Plan, with its Mixed Use, is inclusive of this residential use.
2. **The consistency with the PUD standards of Section 14-902, including the statement of purpose.**
This type of application is not expressly addressed in this section as its not new development, but it "ensures that development can be conveniently, efficiently and economically served by existing and planned utility services."
3. **The nature and extent of Common Open Space in the PUD.**
There is no open space provided with this application.
4. **The reliability of the proposals for maintenance and conservation of Common Open Space.**
There is no open space provided with this application, the applicant will own the entire property.
5. **The adequacy or inadequacy of the amount and function of Common Open Space in terms of the densities and dwelling types proposed in the plan.**
There is no open space provided with this application.
6. **The extent to which the proposed use will adversely affect the capacity of safety portions of the street network or present parking problems in the vicinity of the property. Whether adequate provision for public services, provides adequate control over vehicular traffic, and furthers the amenities of light and air, recreation, and visual enjoyment.**
This rehabilitation project will not adversely affect traffic or the street network in the vicinity of the project.
7. **The extent to which the proposed use will have a substantially adverse effect on adjacent property and the development or conservation of the neighborhood area.**
Other than usual impacts that come with the now vacant building being occupied, there is no substantial adverse impact on the neighborhood. However, rezoning as an R-30/PUD would allow reconstruction of a higher density structure.
8. **Whether potential adverse impacts have been mitigated to the maximum practical extent.**
No significant impacts are expected with this application.
9. **Whether the Preliminary Development Plan represents such a unique development proposal that it could not have accomplished through use of (non-PUD) conventional zoning regulations.**
The proposed use of a triplex would require a R-30/PUD due to the number of living units in the building in conjunction with the modest area of the property itself.
10. **The sufficiency of the terms and conditions proposed to protect the interest of the public and the residents of the PUD in the case of a plan that proposes development over a period of years.**
This project will continue to be under one ownership.

EXHIBITS

1. Narrative
2. Application
3. Notification Letter
4. Address List
5. Affidavit
6. Site Plan, Floor Plan and Elevations
7. Zoning Plat
8. Comp Plan Map
9. Zoning Map

Rezoning Narrative – 304 S. Liberty St. Parcel Independence, Missouri

Ladies and Gentlemen of the Commission,

Mr. Shane Sparks, owner of the development company, S. B. Equity management, LLC has recently purchased the 304 S. Liberty St. property and building that is currently vacant and vandalized. The property is one door south of a law office that is on the corner of Liberty Street and the Walnut Street ring road that circles the Independence Square. Currently the building on the property is in considerable disrepair. It was previously an apartment building with five apartments and also served a commercial function on the main level fronting Liberty Street. The desire of the owner/developer is to down-zone the property, eliminate the commercial aspect of the building, (rezoned as commercial property sometime in the past) and restore the land and building again to multifamily use — more specifically as Planned Unit Development R-30. This process, incidentally, follows the usually desirable step-zoning guideline function: moving from north to south, first is the commercial Independence Square Development, then Walnut Street, then the commercial law office on the southwest corner of Walnut and Liberty, then the subject multifamily project, then the two adjacent properties to the south on Liberty that have recently been rezoned back to single-family residences.

The new owner's intent is to take an existing vacant substandard and vandalized property and create a completely remodeled three-unit apartment complex that will be a pleasing addition on this parcel immediately south of the Historic Independence Square.

The project architect, Jim Gamble, and the Owner, Shane Sparks are available to answer any questions regarding the design of this PUD site plan.

Thank you.

Jim Gamble
The Gamble Company, Inc.
816-809-8748
100jwg@gmail.com

Application Type (check all that apply)

Land Use	Land Subdivision	Site Development	Use Permit	Other
☐ Rezoning ☒ PUD Rezoning	☐ Preliminary Plat ☐ Final Plat ☐ Minor Subdivision	☐ Final Site Plan ☐ Preliminary Dev Plan ☐ Final Dev Plan (PUD)	☐ Special Use ☐ Homebased Business ☐ Short-Term Rental	☐ Admin. Adjustment ☐ Variance ☐ Street Name Change ☐ Special Sign Permit

Project Information and Location

Project Name: 304 S. Liberty Street, Independence, MO

Project Address/Location: 4,484 0.1029 A One No

Sq. Ft. of Building: C-2 Acreage: PUD R-1B 30 Number of Lots/Tracts: Commercial Steam Buffer (Yes or No): 5 Apartments

Existing Zoning: C-2 Proposed Zoning: PUD R-1B 30 Existing Land Use: Commercial Proposed Land Use: 5 Apartments

Basic Application Requirements (See the Planning & Zoning Application Guide for additional requirements)

☒ Completed & Signed Application Form ☒ Application Fee ☒ Cover Letter Describing Details of Project	☐ One 24" x 36" set of plans for Land Sub. & Site Dev. ☐ One PDF copy of a plat map or site plan ☐ Legal Description of the property in question
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Contact Information

Applicant / owner

Name: Shane Sparks Company: SB Equity Management, LLC

Address: 521 N.E. Emerald Dr, Lee's Summit, MO 64064

Phone: 816.489.5005 Email: shane.sparks@liberty.com

Architect/Engineer/Surveyor/Other:

Name: Jim Gamble Company: The Gamble Co. Inc.

Address: 3500 S. Mize Ridge Court, Independence, MO 64057

Phone: 816.809.8748 Email: 100NW@gmail.com

The applicant hereby agrees that the information provided above is accurate.

Applicant's Signature: Shane Sparks Date: 3-5-24 Owner's Signature: [Signature] Date: 3-7-24

Architect's Signature: [Signature]

Appendix B - Property Owner Notification Letter

City of Independence, Missouri

Date: 3-18-24

Case No. 24-125-03

Dear Property Owner:

This letter is to notify you that an application has been submitted for consideration by the Planning Commission and City Council. A full public hearing will be held by the Planning Commission and the City Council will consider new information on the dates and times below.

Proposed Case Type (Check One):

☐ Rezoning ☒ Rezoning/PUD

☐ Special Use Permit

☐ Preliminary Development Plan

Proposed project description: Down-zone a single lot from C-2 to PUD R-30.

Applicant: S. B. Equity Management, LLC

Location of Property: 304 S. Liberty St.

Planning Commission Meeting Date: May 14, 2024 at 6:00 p.m.

City Council Meeting Date: June 17, 2024 at 6:00 p.m.

Location of public hearings: City Council Chambers, City Hall
111 E Maple Ave, Independence, Missouri, 64050

All interested persons are invited to attend and will have an opportunity to be heard at the full public hearing (Planning Commission).

REZONINGS ONLY: You may file a protest petition with the Community Development Department. For more information or to get copies of a petition, please contact Planning staff at 816-325-7421.

[Signature]
Applicant (or Owner/Agent)

For more information, contact the Community Development Department at 816-325-7421.

Owner Name	Address	City	State	Zip Code
A1 ZION REALTY LLC	PO BOX 317	INDEPENDENCE	MO	64051
ABEL ADRIENNE	2641 ELM ST	DENVER	CO	80207
BURNWORTH ANTHONY D & MICHELE L - TRS	1873 SW 1225TH RD	GARDEN CITY	MO	64747
EJC OFFICE BLDGLC	300 S LIBERTY ST	INDEPENDENCE	MO	64050
JACKSON COUNTY BRD OF SERVVS FOR THE DEV	8508 HILLCREST RD	KANSAS CITY	MO	64138
JACKSON COUNTY MISSOURI	415 E 12TH ST	KANSAS CITY	MO	64106
PHILLIPS MCELIGOTT EWAN & HALL	233 W WALNUT	INDEPENDENCE	MO	64050
SB EQUITY MANAGEMENT LLC	304 S LIBERTY ST APT 1	INDEPENDENCE	MO	64050
SHEFFIELD ADAM	519 S OSAGE	INDEPENDENCE	MO	64050
SKYCO LLC	PO BOX 317	INDEPENDENCE	MO	64051
THREE TRAILS LAW BUILDING	233 W WALNUT	INDEPENDENCE	MO	64050
VILLATORO ANDREA	1300 WINDSOR ST	INDEPENDENCE	MO	64055

Property Owner Notification Affidavit

STATE OF MISSOURI

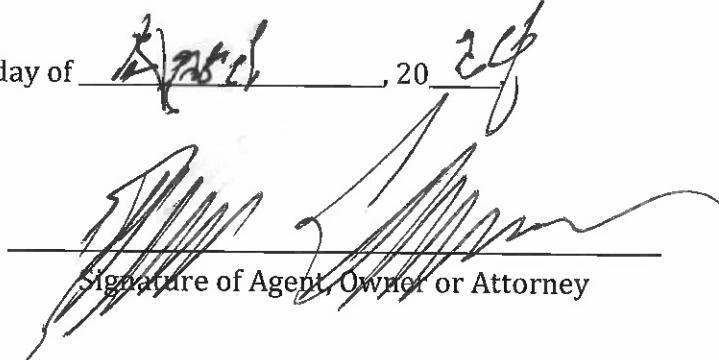
COUNTY OF JACKSON

Case No. 24-125-03

I, Jim Example, of lawful age being first duly sworn upon oath, state:

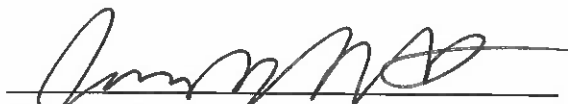
That I am the (agent, owner, attorney) for the property for which the application was filed and did, not later than fifteen (15) days prior to the date of the public hearing scheduled before the Planning Commission, mail notices to all persons owning property within 185 feet of the subject property. **The list of property owners to whom notice has been mailed is attached.**

These notices were mailed on the 9 day of April, 2024.



Signature of Agent, Owner or Attorney

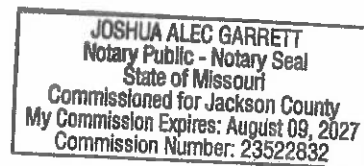
Subscribed and sworn to before me this 9 day of April, 2024.



Notary Public

August 9, 2027

Commission Expiration Date



Re-Construction 304 S. Liberty St. Independence, Missouri 64055

PROPERTY DESCRIPTION

Owner Name: - Shane Sparks
521 NE Emerald Dr. 64064
Lees Summit, Mo. 64064
Phone: 816-489-5005
shane.sparks.liberty.com

BUILDING DATA

OCCUPANCY TYPE: SINGLE FAMILY RESIDENCE
CONSTRUCTION TYPE: I B
NUMBER OF STORIES: ONE
BASEMENT FLOOR AREA: 1,130
FIRST FLOOR AREA: 1,770
SECOND FLOOR AREA: 1,293
TOTAL FLOOR AREA: 4,193

CODE DATA:

2018 INTERNATIONAL RESIDENTIAL CODE
2018 INTERNATIONAL FIRE CODE
2017 NATIONAL ELECTRICAL CODE
2018 INTERNATIONAL FUEL GAS CODE
2018 INTERNATIONAL PLUMBING CODE
2018 INTERNATIONAL MECHANICAL CODE

GENERAL NOTES:

ALL FRAMING LUMBER TO BE #2 OR BETTER
SOUTHERN YELLOW PINE OR DOUGLAS FIR
WINDOWS SHALL HAVE A MINIMUM U OF 0.35
STAR TREAD MIN. 10" DEPTH, RISER MAX. HT. 7"
EGRESS WINDOWS - MIN. 5 S.F. CLEAR

SHEET LEGEND

C-1 - COVER SHEET
A-1 - SITE PLAN
A-2 - BASEMENT FLOOR PLAN
A-3 - FIRST FLOOR PLAN
A-4 - SECOND FLOOR PLAN
A-5 - ELEVATIONS

ARCHITECT:

The Gamble Company, Inc.
3500 S. Mize Ridge Ct. 64057
Independence, Missouri
816-809-8748

Energy Ratings: Missouri Climate Zone 4 (Except Marine).

R Values
Attic Insulation R-48e
Cathedral Ceiling: R-30
Exterior walls (2x6) R-19

U Values
Exterior Doors--Tempered Glass U=0.30
Exterior Fiberglass Insulated Doors U=0.21
Exterior Insulated Garage Doors U=0.27
Exterior Double Pane Windows (Low E, Argon Gas) R=0.27

Shane Sparks
3-18-24



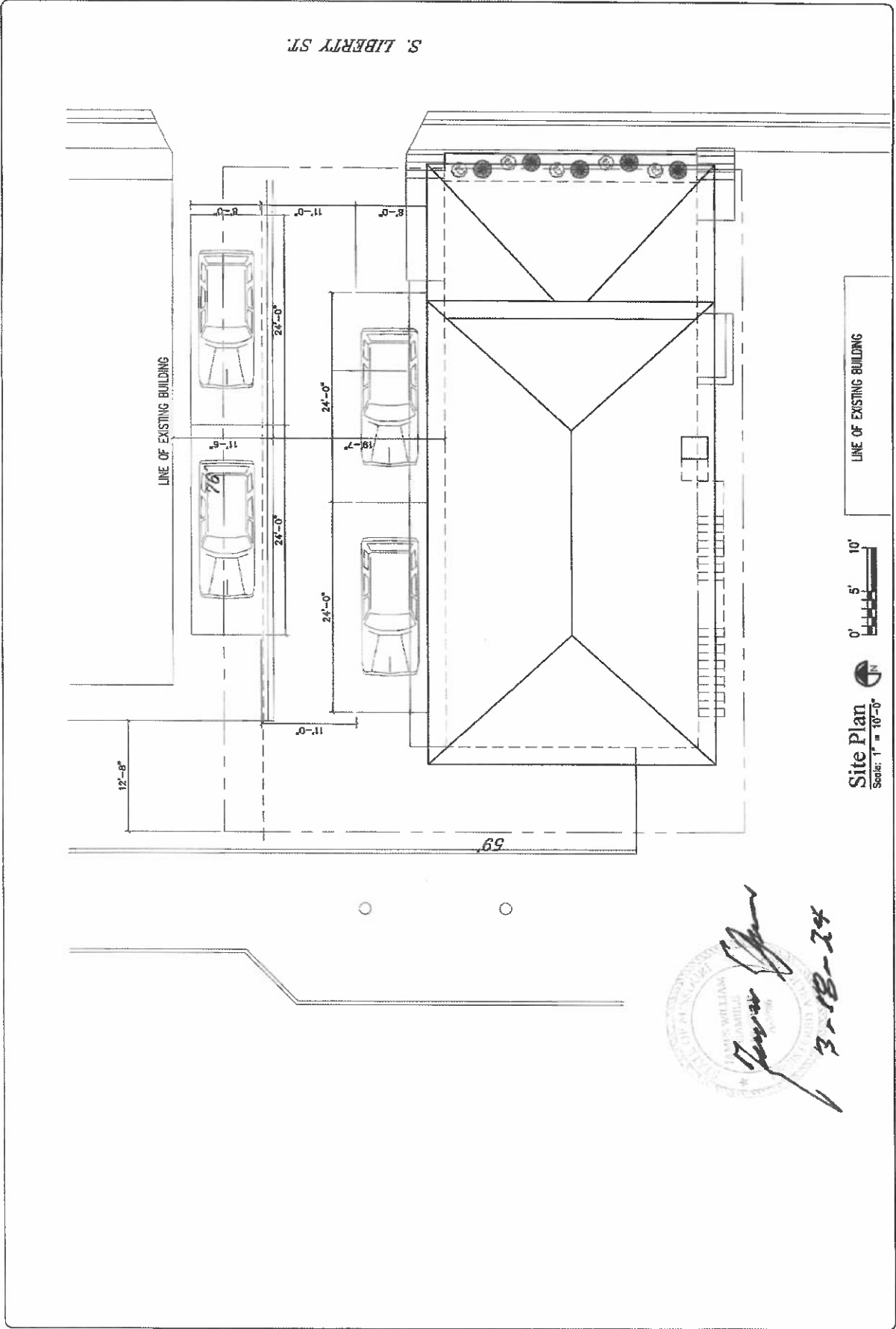
Drawn By: DP
Checked By: DP
Date Issued: 3/18/24
Dwg. Name:

Revisions:

Shane Sparks
521 NE Emerald Dr.
Lees Summit, Mo. 64064
Phone: 816-489-5005
email: shane.sparks.liberty.com

THE GAMBLE CO., INC.
Mo. License Identification Number A-3986
Phone: (816) 809-8748
Email: 100@gamblinc.com

Project No: -
Sheet No: C-1



Drawn By: DP
 Checked By: JG
 Date Issued: 2/17/22
 Dwg. Name:

Revisions:
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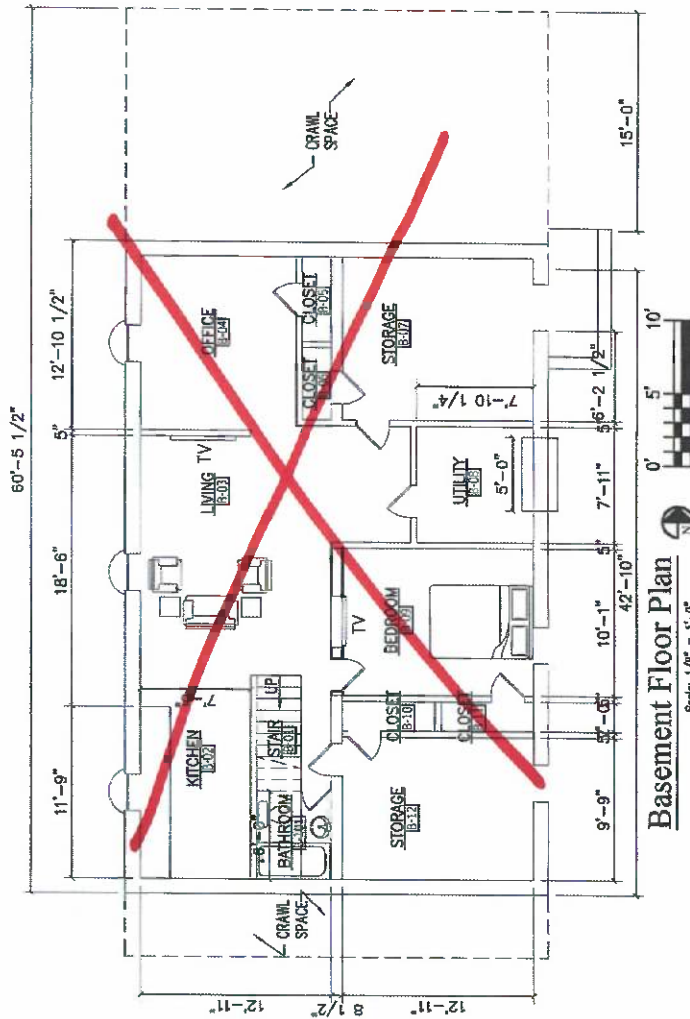
Shane Sparks
 521 N.E. Emerald Dr.
 Lees Summit, Mo. 64064
 Phone: 816-489-5005
 email: shane.sparks.liberty.com

THE GAMBLE CO., INC.
 Mo. License Identification Number A-3986
 Phone: (816) 809-8748
 Email: tco@gamble.com
 3500 S. Main Ridge Ct.
 Independence, Missouri 64057



Proj. No.:
 Sheet No. **A-2**

Storage Only



Basement Floor Plan
 Scale: 1/8" = 1'-0"
 0' 5' 10'

Shane Sparks
 3/18/24

Drawn By: DP
 Checked By: DP
 Date Issued: 12/7/22
 Dwg. Name:

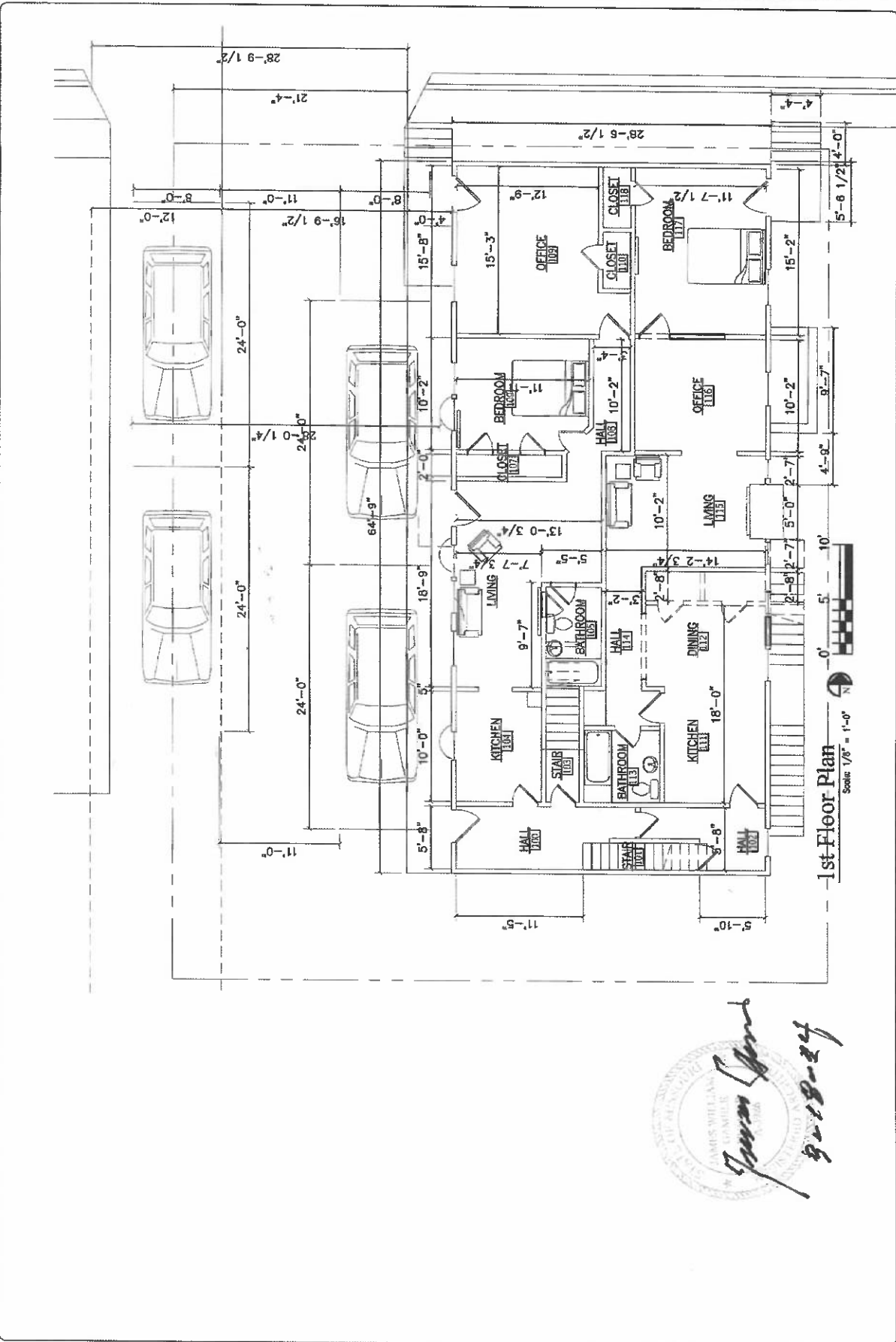
Revisions:
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 2
 3
 4
 5

Shane Sparks
 521 N.E. Emerald Dr.
 Lees Summit, Mo. 64064
 Phone: 816-489-5005
 email: shane.sparks@liberty.com

THE GAMBLE CO., INC.
 Mo. License Identification Number A-3986
 Project: (816) 608-8148
 Email: info@gambleco.com
 3000 S. Mike Ridge Ct.
 Independence, Missouri 64057



Proj. No.:
 Sheet No. **A-3**



Shane Sparks
 9-18-24

Drawn By: *DP*
 Checked By: *DP*
 Date Issued: 7/17/21
 Dwg. Name:

Revisions:

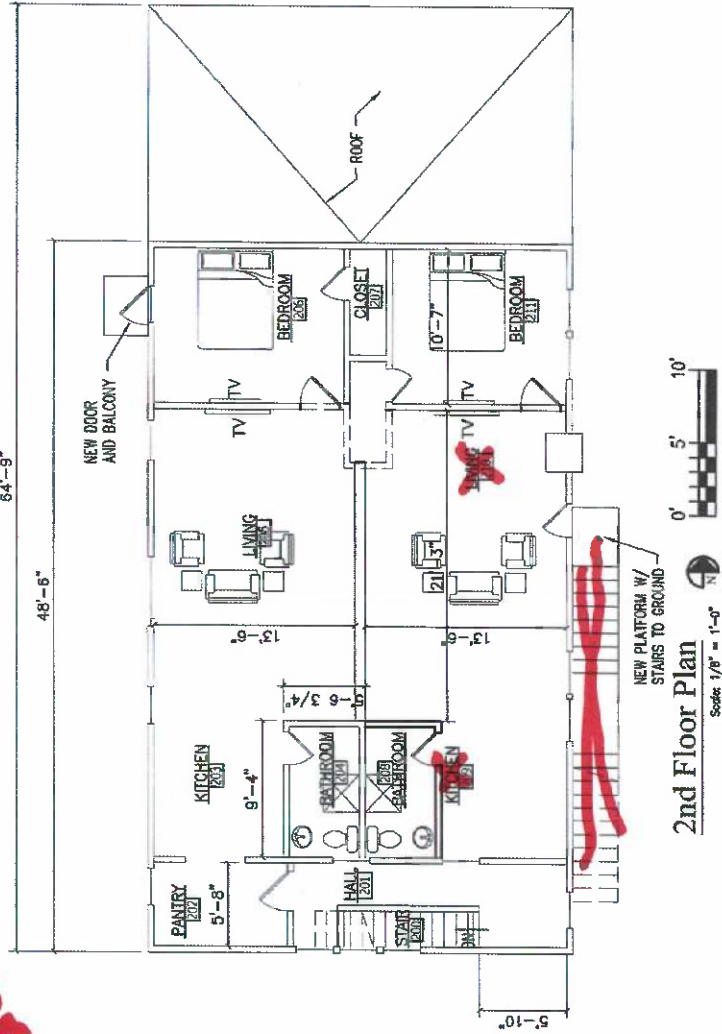
Shane Sparks
 521 N.E. Emerald Dr.
 Lees Summit, Mo. 64064
 Phone: 816-489-5005
 email: shane.sparks.liberty.com

THE GAMBLE CO., INC.
 Mo. License Identification Number A-3986
 Phone: (816) 808-8718
 Email: 100@gambleco.com
 3500 S. Wize Ridge Ct.
 Independence, Missouri 64057



Proj. No.:
 Sheet No. **A-4**

Redesigned as one unit



2nd Floor Plan

Scale: 1/8" = 1'-0"

3-18-21
[Signature]
 ARCHITECT'S SEAL

Drawn By: *DP*
 Checked By: *AB*
 Date Issued: 2/7/22
 Dwg. Name:

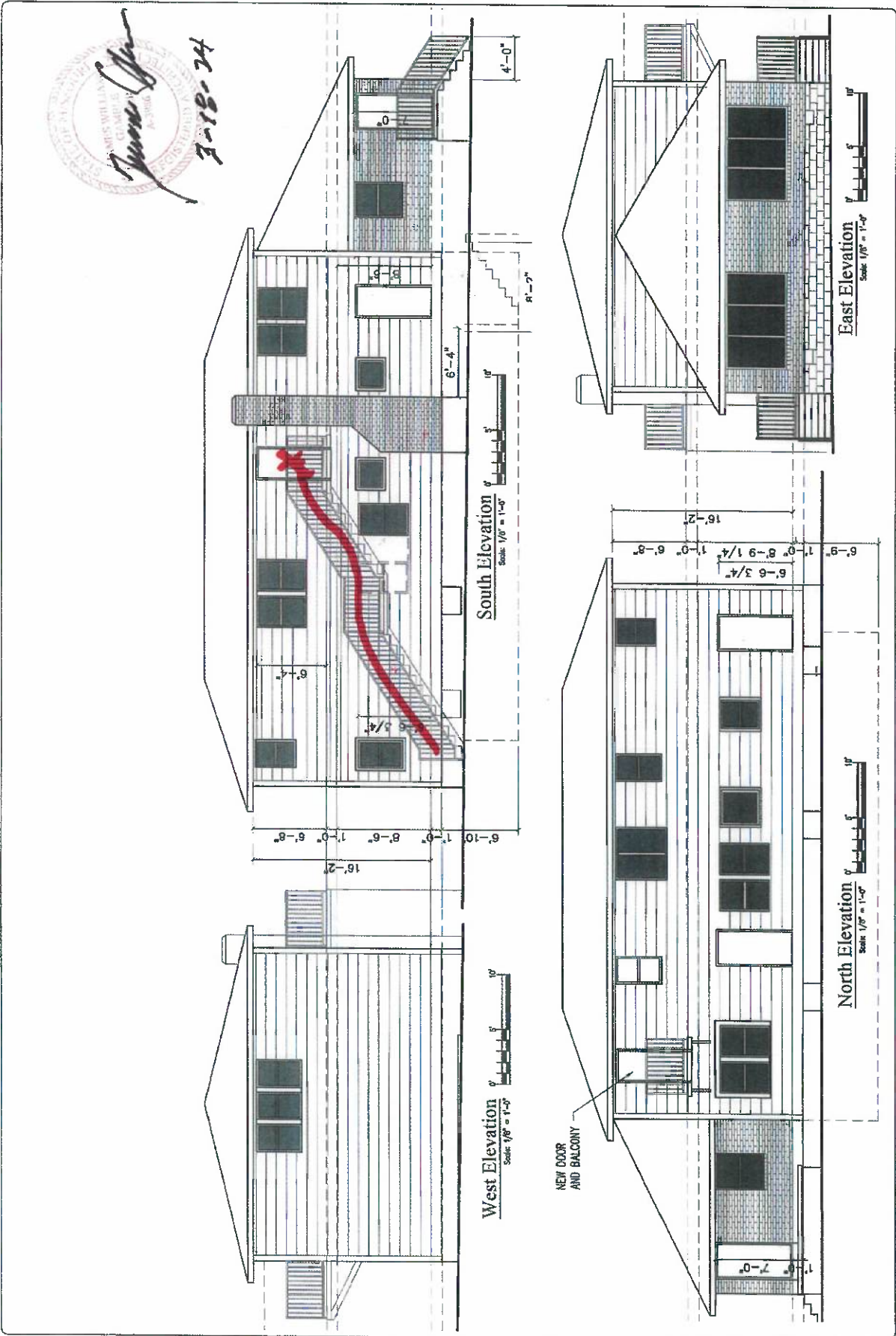
Revisions:
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☐
☐
☐

Shane Sparks
 521 N.E. Emerald Dr.
 Lees Summit, Mo. 64064
 Phone: 816-489-5005
 email: shane.sparks.liberty.com

THE GAMBLE CO., INC.
 Mo. License Identification Number A-3986
 Phone: (816) 698-8748
 Email: info@gambleco.com
 3500 S. Main Ridge Cr.
 Independence, Missouri 64057



Proj. No.: -
 Sheet No.: **A-5**



Re-Zoning Request 304 S. Liberty St. Independence, Missouri 64055

PROPERTY INFORMATION

Parcel Number: 26-230-31-20-00-0-00-000

Owner Name: SB Equity Management, L.L.C.
321 NE Emerald Dr.
Lees Summit, Mo. 64064
Phone: 816-489-5005
shan.sparks@liberty.com

Location: 304 S. Liberty Street
Independence, Mo. 64050
Independence, Missouri
Jackson, County

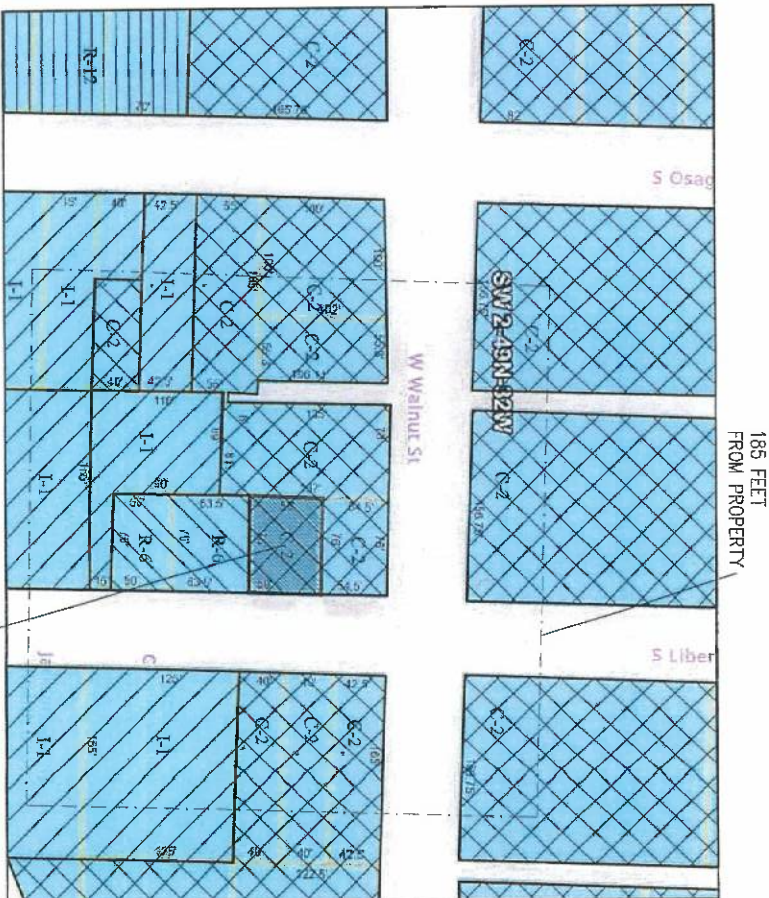
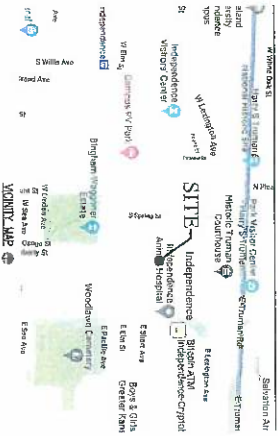
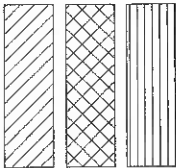
ZONE LEGEND

185' FROM PROPERTY

R-12

C-2

I-1



PARCEL TO BE REZONED -
CURRENT ZONING IS C-2
ZONING REQUEST IS PUD R-30

Sheet No.
A-1

Proj. No.



THE GAMBLE CO., INC.
Mo. License Identification Number A-3986

3500 S. Mike Ridge Ct.
Independence, Missouri 64057

Phone: (816) 809-8748
Email: 100mg@gmail.com

Shane Sparks
521 N.E. Emerald Dr.
Lees Summit, Mo. 64064
Phone: 816-489-5005
email: shane.sparks.liberty.com

Drawn By: JLP
Checked By: JLP
Date Issued: 4/24/24
Dwg. Name:
Revisions:

Legend

Road Centerline

Parcels

Municipal Boundaries

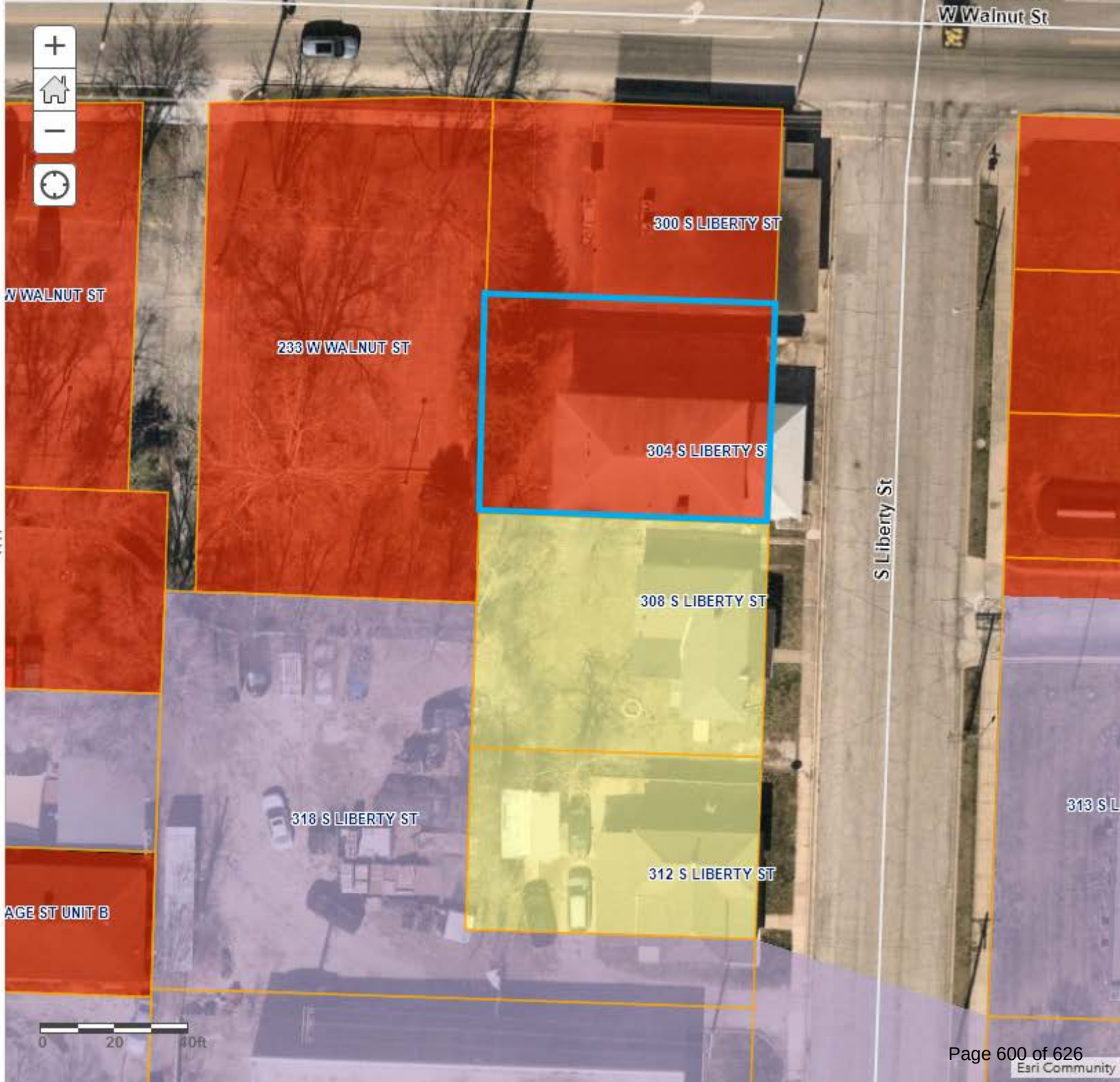
Proposed Land Use (Comp Plan)

- Residential Neighborhoods
- Residential Urban Neighborhoods
- Mixed Use
- Neighborhood Commercial
- Community Commercial
- Regional Commercial
- Office
- Business Park
- Industrial
- Civic/Public
- Community Attraction
- Parks
- Agricultural



Legend
Zoning District

- ARTS
- BP
- BP/PUD
- C-1
- C-2
- C-2/HL
- C-2/I-1/U
- C-2/PUD
- C-2/SUP
- C-3
- C-3/SUP
- DFD
- I-1
- I-1/HL
- I-1/SUP
- I-1/U
- I-2
- O-1
- O-1/PUD
- R-1
- R-12
- R-12/HL



City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-045 **1R** An ordinance vacating all that part of Blue Ridge Terrace, an existing unimproved 40' right-of-way located within the bounds of Blue Ridge Orchard, a subdivision in Independence, Jackson County, Missouri. **1R**

Recommendations:

Council approval is recommended.

Background:

City Staff have received a request for vacation from the majority property owner of a 40-foot section of unconstructed right-of-way on Blue Ridge Terrace. This vacation will support additional development of the property. A 15-foot section of this vacation will be reserved as a general utility easement.

Emergency Justification:**Fiscal Impact:**

There is no fiscal impact to the City.

Council Action:

Department / Contact	Municipal Services /
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REVIEWERS

Lisa Reynolds
Jeremy Cover
Meagan Borth
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. BLUE RIDGE ORCHARD VACATION ORDINANCE
2. Blue Ridge Industrial Park - Easement Sketch - IPL
3. Rezoning Map 3-27-23

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE VACATING ALL THAT PART OF BLUE RIDGE TERRACE, AN EXISTING UNCONSTRUCTED 40' RIGHT-OF-WAY LOCATED WITHIN THE BOUNDS OF BLUE RIDGE ORCHARD, A SUBDIVISION IN INDEPENDENCE, JACKSON COUNTY, MISSOURI.

WHEREAS the unconstructed Right-Of-Way was recorded in 1916 on page 46 in Book 6 of the Jackson County, Missouri Deed Records; and,

WHEREAS the vacation of the forty (40) feet Unconstructed Right-Of-Way will support additional development of the property; and,

WHEREAS, the City has received a request for vacation from the majority property owner.

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

SECTION 1. That the City Council of the City of Independence, Missouri does hereby vacate the Unconstructed Right-Of-Way, Recorded in Book 6, Page 46 in its entirety and described as follows and reserves a 15' General Utility Easement also described as follows:

DESCRIPTION OF UNCONSTRUCTED RIGHT-OF-WAY TO BE VACATED

ALL THAT PART OF BLUE RIDGE TERRACE LOCATED WITHIN THE BOUNDS OF BLUE RIDGE ORCHARD, A SUBDIVISION IN INDEPENDENCE, JACKSON COUNTY, MISSOURI

DESCRIPTION OF GENERAL UTILITY EASEMENT TO BE RESERVED

THE EAST 15 FEET OF VACATED BLUE RIDGE TERRACE RIGHT OF WAY LYING WEST OF AND ADJACENT TO LOTS 15 THROUGH 26, BLUE RIDGE ORCHARD, A SUBDIVISION IN INDEPENDENCE, JACKSON COUNTY, MISSOURI

SECTION 2. That the Municipal Services Department is directed to file for record a certified copy of this ordinance in the Office of the Division of Property Records, in and for the County of Jackson, State of Missouri, at Independence.

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

ATTEST:

City Clerk

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

APPROVED - FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

Director of Finance and Administration
City of Independence, Missouri

C:\4410 - Blue Ridge Ind South\Drafting\4-11-2024\Easement Sketch - IDL.dwg 5/15/2024 10:11:16 AM

No. 001060

INDEPENDENCE, MISSOURI 64050

WPKC@WPEKC.COM

BLUE RIDGE MOUNTAIN VIEW

121

1 2 3 4 5 6 7 8 9 10 11 12

BLUE RIDGE ORCHARD

15' I.P.L. Esm't

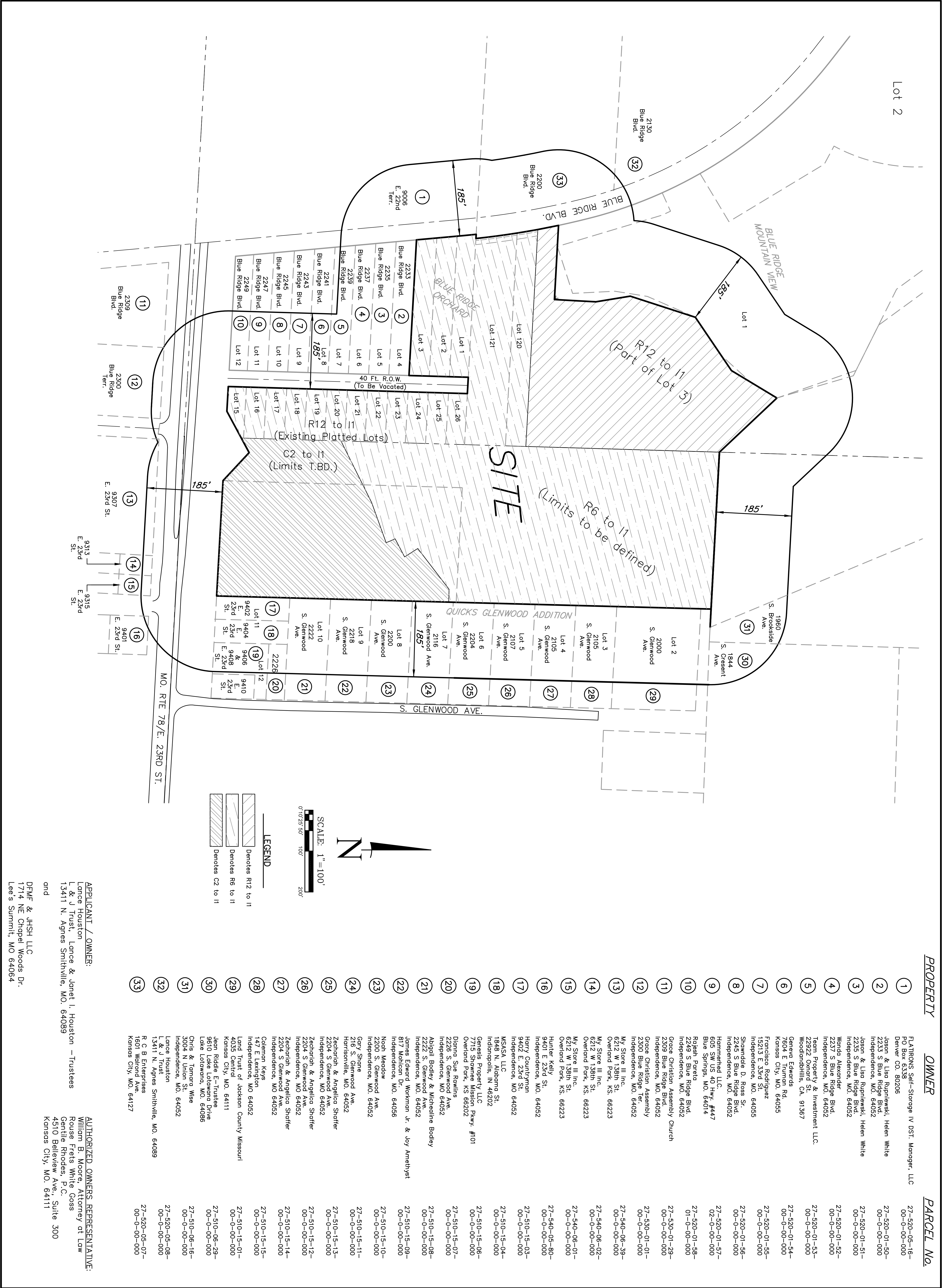
VACATED BLUE RIDGE TERRACE

26 25 24 23 22 21 20 19 18 17 16 15

QUICK'S GLENWOOD ADDITION REPLAT A LOT 1A

E. 23rd STREET

(4419) Easement Sketch - IPL



REVISIONS		DATE:
REV	DESCRIPTION	
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REZONING MAP

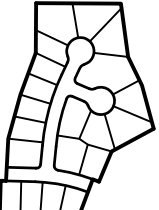
L & J Trust and DFMF & JHSH LLC

SECTION 8-49-32

INDEPENDENCE, JACKSON COUNTY, MISSOURI

Robert C. Parks, L.S.-2382

WEISKIRCH & PARKS ENGINEERS, INC.



MO. CERTIFICATE OF AUTHORITY
L.S. No. 000247
111 NORTH MAIN, SUITE #10
INDEPENDENCE, MISSOURI 64050
(816)254-5000 FAX: (816)252-9712
WPKC@WPKC.COM

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-046 **1R** An ordinance vacating an existing unimproved right-of-way of all that part of South Main Street as dedicated in Martha's Vineyard, a subdivision in Independence, Jackson County, Missouri, also vacating an existing utility easement of all that part of a vacated alley in Martha's Vineyard, a subdivision in Independence, Jackson County, Missouri. **1R**

Recommendations:

Council approval is recommended.

Background:

Approval of this ordinance will vacate an area of unimproved right-of-way and reserve a 15' sanitary sewer easement, and 15' power easement to cover existing and future infrastructure needs. This vacation and easement will support additional development of the properties located at/near 1520 S Main St. and 1550 S. Noland Rd.

Emergency Justification:**Fiscal Impact:**

There is no fiscal impact to the City.

Council Action:

Department / Contact	Municipal Services /
---------------------------------	----------------------

REVIEWERS

Lisa Reynolds
Jeremy Cover
Meagan Borth
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. 1520 and 1550 ROW AND GUE VACATION DOCUMENT
2. 1550 S Noland Road S Main St and Easements Exhibit

3. 1550 S Noland San Sew Easement
4. 1550 S Noland Right of Way Vacation
5. UTILITY EASEMENT VACATION
6. 1550 S Noland Power Easement

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE VACATING AN EXISTING UNCONSTRUCTED RIGHT-OF-WAY OF ALL THAT PART OF SOUTH MAIN STREET AS DEDICATED IN MARTHA'S VINEYARD, A SUBDIVISION IN INDEPENDENCE, JACKSON COUNTY, MISSOURI. ALSO VACATING AN EXISTING UTILITY EASEMENT OF ALL THAT PART OF A VACATED ALLEY IN MARTHA'S VINEYARD, A SUBDIVISION IN INDEPENDENCE, JACKSON COUNTY, MISSOURI.

WHEREAS the unconstructed Right-Of-Way was recorded in 1890 on page 36 in Book 4 of the Jackson County, Missouri Deed Records; and,

WHEREAS the Utility Easement was recorded as Document #I-76697 on Page 1483 in Book 1230 of the Jackson County, Missouri Deed Records; and,

WHEREAS the vacation of the unconstructed Right-Of-Way and Utility Easement will support additional development of the property; and,

Whereas the City will reserve a 15' Sanitary Sewer Easement and a 15' Power Easement to cover existing and future infrastructure and support additional development of the property; and,

WHEREAS, the City has received a request for vacation from the property owners.

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

SECTION 1. That the City Council of the City of Independence, Missouri does hereby vacate the Unconstructed Right-Of-Way, Recorded in Book 4, Page 36 in its entirety and Utility Easement, Recorded as Document #I-76697, Book 1230, Page 1483, in its entirety, both described as follows:

DESCRIPTION OF UNCONSTRUCTED RIGHT-OF-WAY TO BE VACATED

All that part of South Main Street as dedicated in Martha's Vineyard, a subdivision in the City of Independence, Jackson County, Missouri for the vacation of right of way, being more particularly described as follows: commencing at the southeast corner of Lot 24 thence North 88 degrees 15 minutes 42 seconds West with the south lines of Lots 24 and 31, Martha's Vineyard, a distance of 336.00 feet to the southwest corner of Lot 31, said point also being the point of beginning; thence South 01 degrees 44 minutes 54 seconds West, no longer with the south lines of said Lots 24 and 31, and now with the west line of Lot 30, Martha's Vineyard, and with the easterly right-of-way line of South Main Street, a distance of 43.79 feet; thence North 87 degrees 34 minutes 46 seconds West, no longer with the west line of said Lot 30 and now with the easterly prolongation of the south right-of-way line of vacated Charles Street, a distance of 70.00 feet to the northeast corner of Lot 114, Martha's Vineyard; thence North 01 degrees 44 minutes 54 seconds East, with the westerly right-of-way line of South Main Street, a distance of 222.96 feet; thence South 88 degrees 15 minutes 42 seconds East, and no longer with said westerly right-of-way line, a distance of 70.00 feet to a point on the east right-of-way line of South Main Street and said point also being the northwest corner of Lot 33, Martha's Vineyard; thence South 01 degrees 44 minutes 54 seconds West, with the east right-of-way line of South Main Street and with the west lines of Lots 33, 32, and 31, Martha's Vineyard, a distance of 180.00 feet to the point of beginning. The above described tract of land contains 15,636 square feet or 0.36 acres.

DESCRIPTION OF UTILITY EASEMENT TO BE VACATED

All that part of a vacated alley in Martha's Vineyard, a subdivision in the City of Independence, Jackson County, Missouri (as recorded in Document No. I-76697 in Book I230 at page 1483), being more particularly described as follows: commencing at the southeast corner of Lot 24 thence North 88 degrees 15 minutes 42 seconds West with the south line of Lot 24 a distance 176.00 feet to the southeast corner of Lot 34, said point being on the west line of aforesaid alley; thence North 01 degrees 44 minutes 54 seconds East, with the east lines of Lots 31, 32, and 33, Martha's Vineyard and the west line of said vacated 16.00 foot alley, a distance of 180.00 feet to the southeast corner of Lot 34, said point also being the point of beginning; thence continuing North 01 degrees 44 minutes 54 seconds East, with the east line of Lot 34, a distance of 60.00 feet to the northeast corner of said Lot 34; thence South 88 degrees 15 minutes 42 seconds East, with the easterly prolongation of the north line of said Lot 34, a distance of 10.00 feet; thence South 01 degrees 44 minutes 54 seconds West, and no longer with the easterly prolongation of the north line of said Lot 34, a distance of 60.00 feet; thence North 88 degrees 15 minutes 42 seconds West, with the easterly prolongation of the south line of Lot 34, a distance of 10.00 feet to the point of beginning. The above described tract of land contains 600 square feet or 0.01 acres.

SECTION 2. That the City Council of the City of Independence, Missouri does hereby reserve a 15' Sanitary Sewer Easement, and a 15' Power Easement, both described as follows:

DESCRIPTION OF SANITARY SEWER EASEMENT

All that part of South Main Street in Martha's Vineyard, a subdivision in the City of Independence, Jackson County, Missouri being more particularly described as follows: commencing at the southeast corner of Lot 24, Martha's Vineyard thence North 88 degrees 15 minutes 42 seconds West with the south lines of Lots 24 and 31, Martha's Vineyard, a distance of 336.00 feet to the southwest corner of Lot 31, said point also being on the east right-of-way line of South Main Street; thence South 01 degrees 44 minutes 54 seconds West, with the east right-of-way line of South main Street and no longer with the south line of said Lots 24 and 31, a distance of 43.79 feet to a point on the easterly prolongation of the south line of vacated Charles Street; thence North 87 degrees 34 minutes 46 seconds West, with the prolongation of the south right-of-way line of vacated Charles street, a distance of 35.00 feet to the centerline of South Main Street; thence North 01 degrees 44 minutes 54 seconds East, with the centerline of South Main Street, a distance of 223.38 feet to a point on the westerly prolongation of the north line of Lot 33, Martha's Vineyard; thence North 88 degrees 15 minutes 42 seconds West, with the westerly prolongation of the north line of said Lot 33, a distance of 15.00 feet; thence South 01 degrees 44 minutes 54 seconds West, and parallel with the centerline of South Main Street, a distance of 223.20 feet to point on the easterly prolongation of the south line of vacated Charles Street; thence South 87 degrees 34 minutes 46 seconds East, with the prolongation of the south line of the vacated Charles street, a distance of 15.00 feet to the point of beginning. The above described tract of land contains 3,349 square feet or 0.07 acres.

DESCRIPTION OF POWER EASEMENT

All that part of South Main Street as dedicated in Martha's Vineyard, a subdivision in the City of Independence, Jackson County, Missouri being more particularly described as follows: commencing at the southeast corner of Lot 24, Martha's Vineyard, thence North 88 degrees 15 minutes 42 seconds West, with the south line of Lots 24 and 31 of Martha's Vineyard, a distance of 336.00 feet to the southwest corner of said Lot 31; thence South 01 degrees 44 minutes 54 seconds West, and no longer with the south lines of said Lots 24 and 31, and now with the west line of Lot 30, Martha's Vineyard and with the easterly right-of-way line South Main Street, a distance of 43.79 feet; thence North 87 degrees 34 minutes 46 seconds West, no longer with the west line of said Lot 30 and the east right-of-way line of South Main Street, and now with the prolongation of the south right-of-way line of the now

vacated Charles street, a distance of 35.00 feet to the point of beginning; thence North 01 degrees 44 minutes 54 seconds East, no longer with said prolongation and with the centerline of South Main Street, a distance of 223.38 feet; thence South 88 degrees 15 minutes 42 seconds East, with the prolongation of the north line of Lot 33, Martha's Vineyard, a distance of 15.00 feet; thence South 01 degrees 44 minutes 54 seconds West, and no longer with said prolongation, a distance of 223.56 feet to a point on the easterly prolongation of the south line of vacated Charles Street; thence North 87 degrees 34 minutes 46 seconds West, with the easterly prolongation of the south right-of-way line of vacated Charles Street, a distance of 15.00 feet to the point of beginning. The above described tract of land contains 3,352 square feet or 0.08 acres.

SECTION 3. That the Municipal Services Department is directed to file for record a certified copy of this ordinance in the Office of the Division of Property Records, in and for the County of Jackson, State of Missouri, at Independence.

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

ATTEST:

City Clerk

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

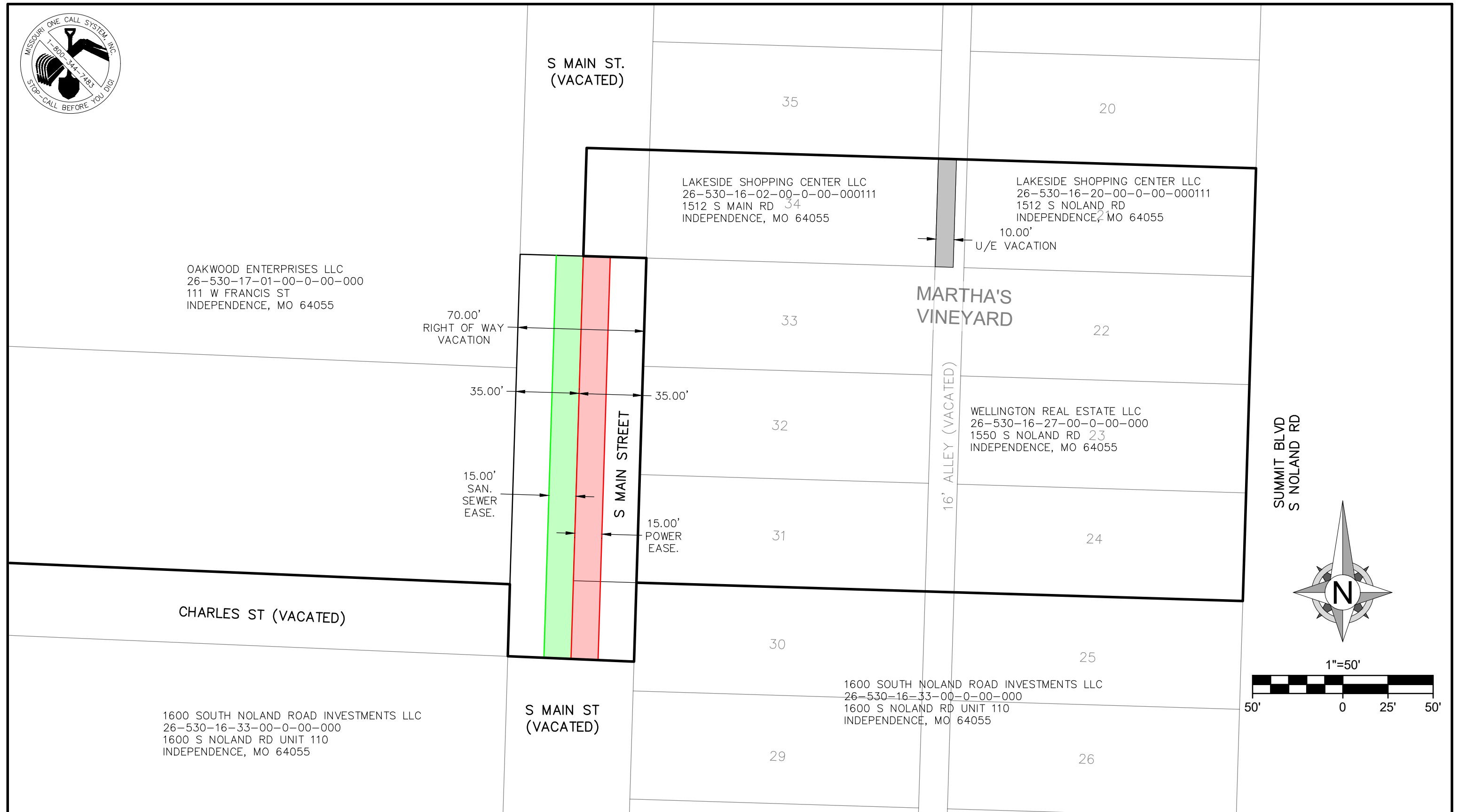
APPROVED - FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

Director of Finance and Administration
City of Independence, Missouri





8455 College Boulevard
Overland Park, KS 66210
816.777.0400
COA# E-137

Engineering beyond.™

CRASH CHAMPIONS
EXHIBIT "B"

RIGHT OF WAY VACATION & EASEMENT DEDICATION
1550 S. NOLAND RD, INDEPENDENCE, MO

DRAWN BY: BTG	FIELD BY: BTG
DATE: 05-02-2024	FIELD BK: -

SANITARY SEWER EASEMENT

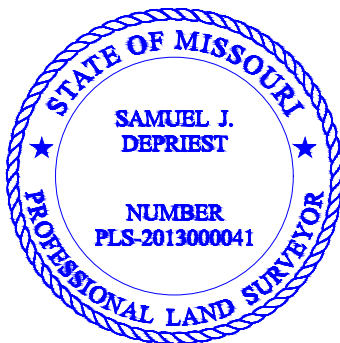
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05/07/2024

RIGHT OF WAY VACATION

All that part of South Main Street as dedicated in Martha's Vineyard, a subdivision in the City of Independence, Jackson County, Missouri for the vacation of right of way, being more particularly described as follows: commencing at the southeast corner of Lot 24 thence North 88 degrees 15 minutes 42 seconds West with the south lines of Lots 24 and 31, Martha's Vineyard, a distance of 336.00 feet to the southwest corner of Lot 31, said point also being the point of beginning; thence South 01 degrees 44 minutes 54 seconds West, no longer with the south lines of said Lots 24 and 31, and now with the west line of Lot 30, Martha's Vineyard, and with the easterly right-of-way line of South Main Street, a distance of 43.79 feet; thence North 87 degrees 34 minutes 46 seconds West, no longer with the west line of said Lot 30 and now with the easterly prolongation of the south right-of-way line of vacated Charles Street, a distance of 70.00 feet to the northeast corner of Lot 114, Martha's Vineyard; thence North 01 degrees 44 minutes 54 seconds East, with the westerly right-of-way line of South Main Street, a distance of 222.96 feet; thence South 88 degrees 15 minutes 42 seconds East, and no longer with said westerly right-of-way line, a distance of 70.00 feet to a point on the east right-of-way line of South Main Street and said point also being the northwest corner of Lot 33, Martha's Vineyard; thence South 01 degrees 44 minutes 54 seconds West, with the east right-of-way line of South Main Street and with the west lines of Lots 33 , 32, and 31, Martha's Vineyard, a distance of 180.00 feet to the point of beginning. The above described tract of land contains 15,636 square feet or 0.36 acres.



05/07/2024

UTILITY EASEMENT VACATION

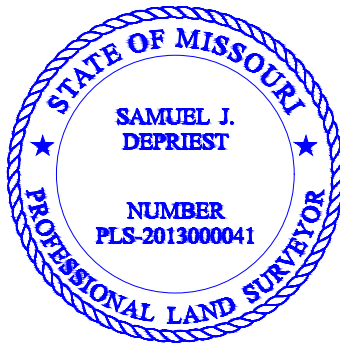
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05/07/2024

POWER EASEMENT

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05/07/2024

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-047 **1R** An ordinance adopting amendments to the Fiscal Year 2023-2024 budget, which was approved by Ordinance No. 19453 **1R**

Recommendations:

Staff recommends approval of this item.

Background:

This ordinance will increase appropriations in the amount of \$26,596,851 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 \$990,573 and from debt proceeds will result in an increase of \$20,000,000 for the funds and departments listed below:

Department	Fund	Amount
Various	002	\$50,198
Police Forfeiture Account	002	84,775
Parks, Recreation & Tourism	004	19,700
Fire	017	675,000
Municipal Services	030	14,300
Municipal Services	040	3,400
Power & Light	020	143,200
Various	057	20,000,000

Council Action:

Department / **City Manager /**
Contact

REVIEWERS

Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Appropriations Background - Q4
2. Appropriations Ordinance - Q4 (1)

**City of Independence, Missouri
Supplemental Appropriation Ordinance
Fiscal Year 2023-24**

Section 1:

Fund: Buildings & Other Improvements Fund

Department: Various

Source: Debt Proceeds

Description: Debt proceeds for the lease purchase of the Landmark Building were received in the amount of \$20,000,000. Appropriations for the total amount totaling \$20,000,000 are requested from these proceeds.
0577057-5401-572401-C

Section 2:

Fund: General Fund

Department: Mayor & City Council

Source: Increased Revenue – Grants &/or Donations

Description: Increased expenses of \$3,600 for the annual Mayor's Prayer Breakfast. All increased expenses are offset by increased revenues with no net impact on budget.
0024002-5240

Section 3:

Fund: Marijuana Sales Tax Fund

Department: Finance/City Manager Office

Source: Increased Revenues

Description: Tax revenues for the sale of recreational marijuana are expected to reach \$620,000 through FY2023-2024 year-end. Increased appropriations of \$382,275 for professional services related to the Downtown Master Plan Development are requested.
0656565-5226

Section 4:

Fund: Storm Drainage Improv Fund

Department: Finance/Municipal Services

Source: Increased Revenue – Grants &/or Donations

Description: Increased grant revenues related to development at the NorthPoint/EastGate Commerce were accepted by Council on 8/7/2023. Increased appropriations are requested in the amount of \$5,000,000 for the project.

0587058-5406-582401-C

Section 5:

Fund: Various

Department: Various

Source: Increased Revenues & Fund Balance

Description: Increased revenues from auction proceeds related to the Enterprise Lease Program for the General Fund total \$169,702. Increased appropriations are requested for various General Fund Departments in the amount of \$219,900.

0024411-5239

0024412-5239

0024431-5239

0024460-5239

0024622-5239

0024631-5239

0024023-5239

0025011-5239

0026015-5239

0025111-5239

Increased revenues from auction proceeds related to the Enterprise Lease Program for the Health & Animal Services Department in the Health Property Tax Levy Fund total \$38,016. Increased appropriations are requested for the department in the amount of \$21,800.

0054746-5239

Increased revenues from auction proceeds related to the Enterprise Lease Program for the Central Garage in the Central Garage Fund total \$15,194. Increased appropriations are requested for the department in the amount of \$14,900.

0905121-5239

Increased appropriations are requested for the Municipal Services Department in the Sanitary Sewer Fund in the amount of \$14,300.

0305215-5239

0305230-5239

0305240-5239

Increased appropriations are requested for the Municipal Services Department in the Water Fund in the amount of \$3,400.

0404810-5239

Increased appropriations are requested for Independence Power & Light in the Power & Light Fund in the amount of \$143,200.

0206123-5239

Section 6:

Fund: General Fund

Department: Police

Source: Police Forfeiture Funds

Description: The Police Department requests to use forfeiture funds in the total amount of \$84,775, for the purposes listed below:

Appropriation of forfeiture funds in the amount of \$71,001 are requested for various Police projects for the security, resilience, and redundancy required in systems for emergency operations.

0024514-5402-TREAS

Appropriation of forfeiture funds in the amount of \$13,774 are requested for the Police Department's rifle replacement program.

0024514-5405-TREAS

Section 7:

Fund: Grants Fund

Department: Police

Source: Increased Revenues – Various Grants & donations

Description: The Police Department was awarded grants and donations for the purposes listed below. Appropriation for the total amount of these grants and donations, totaling \$13,251, is requested.

Increased appropriations in the amount of \$1,251 for an addendum to 2022 MOU with Kansas Bureau of Investigation (KBI) for additional Supplies/Fuel expenses

0154550-5316-HIDTA

Increased appropriations in the amount of \$12,000 for an agreement with the Organized Crime Drug Enforcement Task force for IPD detectives to participate in overtime for federal OCDETF Strategic Initiative funding.

0154550-5102-OCDET

Section 8:

Fund: Grants Fund

Department: Health & Animal Services

Source: Increased Revenues – Various Grants & donations

Description: The Health & Animal Services Department was awarded grants and donations from the Humane Society of the United States for care of unowned animals under stewardship of

the shelter. Appropriations for the total amount of these grants and donations, totaling \$750, is requested.
0154750-5309-HSUS

Section 9:

Fund: Tourism Fund

Department: Parks, Recreation & Tourism

Source: Tourism Fund Unassigned Fund Balance

Description: Parks, Recreation, and Tourism requests appropriation of \$19,700 from unassigned fund balance due to increased costs associated with the Truman Depot & Pacific Trail project #511702.
0046063-5406-5011702-C-7051-5406

Section 10:

Fund: Fire Protection Sales Tax Fund

Department: Fire

Source: Fire Protection Sales Tax Fund Unassigned Fund Balance

Description: Additional budget appropriations in the amount of \$675,000 are requested from unassigned fund balance for the purchase of a fire pumper.
0177017-5404-172401-C

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 amount of \$20,000,000 in the Buildings & Other Improvements Fund (057) from debt proceeds for the lease purchase of the Landmark Building.

SECTION 2. Increased revenues in the amount of \$3,600 from reimbursements for expenses for the Mayor's Prayer Breakfast in the General Fund (No. 002) and appropriated a total of \$3,600 in the Mayor & City Council account in the General Fund (No. 002).

SECTION 3. Increased revenues in the amount of \$620,000 in the Marijuana Sales Tax Fund (No. 065) and increased appropriations in the amount of \$382,275 from the Marijuana Sales Tax Fund (No. 065) for professional services related to the Downtown Master Plan Development.

SECTION 4. Increased revenues in the amount of \$5,000,000 from grants related to the development project at NorthPoint/EastGate Commerce Center in the Storm Drainage Improvement Fund (No. 058) and appropriated a total of \$5,000,000 in the Storm Drainage Improvement Fund (No. 058).

SECTION 5. Increased revenues in the General Fund (No. 002) in the amount of \$169,702 and increased appropriations in the General Fund (No. 002) of \$219,900, including the appropriation of \$50,198 from General Fund Unassigned Fund Balance (No. 002); Increased revenues in the Health Property Tax Levy Fund (No. 005) in the amount of \$38,016 and increased appropriations in the amount of \$21,800; Increased revenues in the Central Garage Fund (No. 090) in the amount of \$15,194 and increased appropriations in the amount of \$14,900; Increase appropriations in the amount of \$14,300 from the Sanitary Sewer Fund Unassigned Fund Balance (No. 030); Increased appropriations in the amount of \$3,400 from the Water Fund Unassigned Fund Balance (No. 040); Increased appropriations in the amount of \$143,200 from the Power & Light Fund Unassigned Fund Balance (No. 020) all related to the receipt of auction proceeds and increased expenditures for the Enterprise Lease Program.

SECTION 6. Increased appropriations in the amount of \$84,775 from Police Forfeiture revenues in the General Fund (No. 002) to Police Forfeiture expenditures in the General Fund (No. 002).

SECTION 7. Increased revenues in the amount of \$13,251 from grants and donations for Police programs and services in the Grants Fund (No. 015) and appropriated a total of \$13,251 the Police Grants account in the Grants Fund (No. 015).

SECTION 8. Increased revenues in the amount of \$750 from grants and donations for Health & Animal Services programs and services in the Grants Fund (No. 015) and appropriated a total of \$750 the Health & Animal Services Grants account in the Grants Fund (No. 015).

SECTION 9. Increased appropriations in the amount of \$19,700 from the Tourism Fund Unassigned Fund Balance (No. 004) for the Truman Depot & Pacific Trail project.

SECTION 10. Increased appropriations in the amount of \$675,000 from the Fire Protection Sales Tax Fund Unassigned Fund Balance (No. 017) for the purchase of a fire pumper.

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

AGENDA ITEM COVER SHEET

Agenda Title:

24-048 **1R** An ordinance amending Article 22 of Chapter 1 of the City Code by deleting Section 1.22.004 and enacting in lieu thereof a new Section 1.22.004 changing the required age of the Municipal Judge **1R**

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

**Department /
Contact**

Council and Board /

REVIEWERS

Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Amended Ord for Art 22 Sec 1.22

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING ARTICLE 22 OF CHAPTER 1 OF THE CITY CODE BY
DELETING SECTION 1.22.004 AND ENACTING IN LIEU THEREOF A NEW SECTION
1.22.004 CHANGING THE REQUIRED AGE OF THE MUNICIPAL JUDGE

WHEREAS, the City Charter in Article 4, sets forth certain minimum requirements for persons to be Municipal Court Judge; and,

WHEREAS, Section 479.020 of the Revised Statutes of Missouri provides that certain additional minimum qualifications for persons to be Municipal Court Judges and the City Council deems it advisable to adopt these recommendations;

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

Section 1. That Section 1.22.004 of the City Code be and is hereby repealed in its entirety and a new Section 1.22.004 is enacted in lieu thereof as follows:

“SEC 1.22.004. QUALIFICATIONS FOR OFFICE.

1. The Municipal Judge shall possess the qualifications as set forth below. He or she may complete their term so long as he or she remains qualified. He or she may not hold any other office within the municipal government, but may accept other employment notwithstanding the requirements of the Code of Judicial Conduct, Missouri Supreme Court Rule 2.
2. The minimum qualifications for the position of municipal court judge shall be as follows:
 - a. must be licensed to practice law in the State of Missouri and in good standing with the Missouri Bar for a minimum period of four years immediately preceding appointment.
 - b. must be a resident of the City for four years immediately preceding appointment, and remain a resident throughout the term.
 - c. must be at least 21 years old, but not more than ~~70~~ 75 years old.

Section 2. That the applicable provisions of Ordinance number 19274 and all other ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3. That all other provisions of the City Code shall remain in full force and effect unless previously or subsequently amended or repealed.

PASSED THIS ____ DAY OF JUNE 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