



CITY COUNCIL Regular Meeting

January 6, 2025

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

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

INVOCATION

1. Stephen Ballentyne, Assistant Pastor with Mount Zion Restoration Branch will give the invocation

THE PLEDGE OF ALLEGIANCE

ROLL CALL

CITIZEN REQUESTS

PRESENTATION RESOLUTIONS

1. 25-700 A Resolution recognizing Nicholas Alexander, Cyber Security Coordinator I for the IT Department, as the ISTAR Award Recipient for January 2025.

PROCLAMATIONS

CONSENT AGENDA

Reports and Recommendations of the City Manager

1. Approval of minutes for the Regular Meetings on December 2nd and December 16th.
2. Council action is requested to issue a purchase order to Mongan Painting, LLC in the amount of \$423,270, for a Protective Coating Systems Replacement for Filter Valve House No. 2 at the Courtney Bend Water Treatment Plant for the Municipal Services

Department.

3. Council action is requested authorizing a contract with the WHC SAF, LLC for the purpose of providing on demand micro-transit services for the period of January 1, 2025 through June 30, 2025 in the amount of \$402,100.00, and authorizing future minor change orders not to exceed \$40,200.00.
4. Council action is requested to issue a Change Order to Purchase Order 24000885 to Pros Consulting Inc. for a 2025 Parks and Recreation Master Plan for the Parks and Recreation Department. The new revised amount of PO will be \$412,440.
5. Council action is requested to issue a purchase order to OTC Services Inc. in the amount of \$5,193,820.00, for Substation S Transformers for the Power & Light Department.
6. Council approval is requested to enter into a contract with Asplundh Tree Expert Company to provide line clearance services for the Power & Light Department. This is a one-year agreement with four, one-year renewal periods.

RESOLUTIONS

1. 25-701 A Resolution establishing standards for the recruitment and selection of board members, establishing standards for communication, and establishing expectations, duties, and norms of behavior for all appointed city boards, commissions, and committees.
2. 25-702 A Resolution appointing Kevin Stallings to the Board of Building and Engineering Appeals
3. 25-703 A Resolution of the City Council of the City of Independence, Missouri, stating the Council's intention regarding the use of up to \$197 million in General Obligation bond proceeds, directing the City Manager to include recommendations in the City's financial and capital improvement plans, and outlining the proposed allocation of funds. *(Sponsored by Mayor Rowland and Councilmembers Fears, McCandless, Perkins, Stewart, Wiley, and Vaught).*
4. 25-704 A Resolution declaring the official intent of the City of Independence, Missouri regarding financing the construction of three new fire stations and the renovation of the Independence Utilities Center as part of a new Justice Center.

REGULAR AGENDA

PUBLIC HEARING(S)

1. A public hearing for the application to rezone the property at 2131 S. Scott Avenue from R-12, Two-Family Residential, to C-2, General Commercial. **New**

Information Only.

24-127 **2R** An ordinance approving a rezoning from District R-12 (Two-Family Residential) to District C-2 (General Commercial) for the property at 2131 S. Scott Avenue. **2R**

2. A public hearing for the application to rezone the property at 19300 E. 37th Terrace S from C-2, General Commercial, to R-30/PUD, High Density Residential/Planned Unit Development, and approving a Preliminary Development Plan. ***New Information Only.***

24-128 **2R** 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 19300 E. 37th Terrace S. **2R**

3. A public hearing for the application to rezone the property at 17200 E. Medical Center Parkway, 17203 & 17221 E. 23rd Street from R-30/PUD, High Density Residential/Planned Unit Development, to C-2, General Commercial. ***New Information Only.***

24-129 **2R** An ordinance approving a rezoning from District R-30/PUD (High-Density Residential Planned Unit Development) to District C-2 (General Commercial) for the properties at 17200 E. Medical Center Parkway, 17203 & 17221 E. 23rd Street. **2R**

4. A public hearing for the formation of the Blue Ridge Crossing – East Community Improvement District. ***Full Public Hearing.***

ORDINANCES

1. 24-125 **2R** An ordinance authorizing the acceptance of funding from the U.S. Department of Justice, Bureau of Justice Assistance, Office of Justice Programs, FY 2024 Byrne Discretionary Grant Program, through a Subrecipient Award from the Mid America Regional Council, which allocates \$457,425.00 to the City of Independence, Missouri, to expand the use of Automated License Plate Readers; appropriating the necessary funds; and authorizing future change orders and appropriations for the same project. **2R**
2. 24-126 **2R** An ordinance approving a Final Plat for McBee Acres, in Independence, Missouri. **2R**
3. 24-130 **2R** An ordinance authorizing an amendment to the contract with the Missouri Department of Health and Senior Services to provide financial assistance for the Local Public Health Agency Accreditation Assistance Grant Program for one

additional year for the period of December 1, 2023, through November 30, 2025; authorizing future change orders for additional funding and/or time extensions for the same project; and authorizing certain future appropriations. **2R**

FIRST READING(S)

1. 25-001 **1R** An ordinance authorizing the City Manager to execute a Municipal Agreement with the Missouri Highways and Transportation Commission for the US 24 Highway Phase 3 Project from Wilson Road to Sterling Avenue as part of the US 24 Highway Phase 3 Project (Project No. 112212 / Federal Project No. JKU0226). **1R**
2. 25-002 **1R** An ordinance approving the petition to establish the Blue Ridge Crossing - East Community Improvement District, establishing the district, and making findings and authorizing actions related to establishment of the district. **1R**
3. 25-003 **1R** An ordinance Repealing Ordinance No. 19521 Regarding Surplus Property **1R**
4. 25-004 **1R** An ordinance amending Chapter 5, Article 11 Landlord Tenant Code, and Article 15 Rental Ready of the City Code. **1R**

INFORMATION ONLY

1. Municipal Court Reports for November 2024
2. Purchase Order #25000822 has been issued to Wiedenmann Inc., in the amount of \$325,360 for construction services on the Heidelberger Bridge as part of the Emergency Transportation Project (No. 112203) to encumber funding eligible for ARPA reimbursement prior to the 12/31/2024 deadline.
3. Purchase Orders 25000216 and 25000217 with Davenport Construction have been increased by \$187,000 for Street Cut Paving Services for the Municipal Services Department. The combined total of the purchase orders has increased to \$385,000.
4. **Please Note:** *In accordance with RSMo. 610.021, the City Council may convene in an Executive Session during or after the meeting, in the Council Chambers and move to Conference Room D for the closed meeting, on matters of litigation, legal action, and/or attorney client communications, as permitted by Sec. 610.021(1), on matters of personnel, as permitted by Sec. 610.021(3) and personnel records, as permitted by 610.021(13), on matters of contracts, as permitted by 610.021(12), on matters of real estate, as permitted by 610.021(2) and/or matters of labor negotiations, as permitted by 610.021(9).*

COUNCILMEMBER COMMENTS

ADJOURNMENT



A GREAT AMERICAN STORY

City Council Regular Meeting Minutes

December 2, 2024 6:00 PM

Council Chambers - 111 E. Maple Ave.

INVOCATION

1. Tim Allison, Chaplain for the Visiting Nurse Association Hospice will give the Invocation

Tim Allison gave the invocation.

THE PLEDGE OF ALLEGIANCE

ROLL CALL

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

CITIZEN REQUESTS

Councilmember Fears moved to suspend the rules to allow non-residents to speak. This was seconded by Councilmember Approve the item as presented. Motion seconded by Councilmember Perkins. Motion Passed.

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

NAYS (0): None

Motion passes 7-0

Robert Sorenson spoke about the General Obligation Bond

PRESENTATION RESOLUTIONS

1. 24-794 A Resolution recognizing Gabe Glaser, Planner for the Community Development Department, as the ISTAR Award recipient for December 2024. **Passes 7-0 Res. No. 7072**

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

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

NAYS (0): None

ABSENT (0):

PROCLAMATIONS

CONSENT AGENDA

Reports and Recommendations of the City Manager

Councilmember Perkins moved to Approve the Consent Agenda. Motion seconded by Councilmember Fears. Motion Passed.

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

NAYS (0): None

ABSENT (0):

Items pulled for consideration:

#3 by Councilmember McCandless

24-795 and 24-797 by Councilmember Stewart

24-796 by Fears

1. Approval of minutes for the Regular Meetings on November 4th and November 18th, 2024. **Approved**
2. Council action is requested to increase expenditures by \$105,000 with Ozark Kenworth for heavy equipment fleet repairs for the Central Garage for the Municipal Services Department. The total amount of expenditures will increase to \$200,000.00. **Approved**
3. Council action to issue a purchase order to Burns & McDonnell in the amount of \$327,300.00, for the Blue Valley Stack Demolition Project - Phase 1 for the Power & Light Department. **Approved**

Councilmember McCandless moved to Approve the item as presented. Motion seconded by

Councilmember Fears.

This is to evaluate the process to take down the large 3-stack at Blue Valley Power Plant. The longer we wait to take it down, the more expensive it will be. It will need to be taken down in a controlled fashion in phases for safety reasons due to the area it is in. This is for the engineering and the project management of the demolition of this stack. This is not for the actual demolition.

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

NAYS (0): None

ABSENT (0):

Motion passes 7-0

4. Council action is requested to award change order #1 to Purchase Order 25000242 to Fletcher-Reinhardt in the amount of \$75,000.00 to cover additional costs for Steel and Aluminum poles for the Power & Light Department. The new amount of the purchase order will be \$225,000.00. **Approved**
5. Council action is requested to issue a purchase order to the Wilson Group in the amount of \$226,457.00, for Rock Creek Wastewater Treatment Plant Facility Renovations for the Municipal Services Department. **Approved**
6. Council action is requested to issue a purchase order to PTG Premier Truck Group in the amount of \$109,483. for a Freightliner single axle dump truck Chassis for the Street Maintenance Division of the Municipal Services Department. **Approved**
7. Council action is requested to issue a purchase order to Altec Industries in the amount of \$277,412.00, for an Altec TA50 bucket truck for the Power & Light Department. **Approved**

RESOLUTIONS

1. 24-795 A Resolution adopting the Reshaping the Square Redevelopment Plan.
Passes 7-0 Res. No. 7073

This item was pulled by Councilmember Stewart for further discussion.

Councilmember Stewart made a motion to approve. Seconded by Councilmember Vaught.

This will allow the master developer to engage their contacts to discuss the plan that has been presented and the City Council's support for it. This does not lock us into a specific outcome at a specific site. The goal is to attract new development through private means.

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

McCandless, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley
NAYS (0): None
ABSENT (0):

Passes 7-0

2. 24-796 A Resolution supporting the establishment of the Independence Convention & Visitors Bureau as a 501(C)(6) Organization to promote tourism in the City of Independence, Missouri. **Passes 7-0 Res. No. 7074**

This item was pulled for discussion by Councilmember Fears.

Councilmember Fears made a motion to approve; seconded by Councilmember McCandless

A standalone Convention and Visitor's Bureau is in the best interest of the City to give the most competitive advantage in relation to peer cities. The current transient tax would be split 50/50. 50% would continue to be used for maintenance and upkeep of historic cites within the city. The other 50% would be used for this standalone bureau.

AYES (7): Mayor Rowland, Councilmember Fears, Councilmember Stewart, Councilmember McCandless, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley
NAYS (0): None
ABSENT (0):

Motion passes 7-0

3. 24-797 A Resolution directing the City Manager to amend the American Rescue Plan funding plan by reducing funding in certain accounts and reallocating said funds for one-time expenditures in certain accounts. **Passes 7-0 Res. No. 7075**

Councilmember Stewart made a motion to amend this resolution. Seconded by Councilmember Perkins.

This is the last of the funds that were distributed during COVID. It must be used or lost. Cannot be used on anything reoccurring. Councilmember Stewart motioned to amend the resolution to remove the downtown master plan and wanted to add the Heidelberger bridge and the Kentucky bridge that runs over Mill Creek. This was seconded by Councilmember Fears.

AYES (7): Mayor Rowland, Councilmember Fears, Councilmember Stewart, Councilmember McCandless, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley
NAYS (0): None
ABSENT (0):

Motion to amend passes 7-0

Councilmember Stewart made a motion to approve the main bill. Seconded by Councilmember Perkins.

Councilmember Stewart moved to Amend the item as presented. Motion seconded by Councilmember Perkins. Motion Passed.

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

NAYS (0): None

ABSENT (0):

Motion passes 7-0

REGULAR AGENDA

ORDINANCES

1. 24-107 2R An Ordinance amending Ordinance No. 19544 by updating certain legal descriptions where design changes became necessary & finding, determining, and declaring the necessity of acquiring construction easement for the Leslie to Crane at Hereford Project (Project No. 132201); 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 payments of funds to property owners holding property rights, in conjunction with the project. **2R Passes 7-0 Ord. No. 19625**
2. 24-108 2R An Ordinance authorizing the City Manager to execute a certain grant agreement with the Missouri Highways and Transportation Commission for the 23rd Street Sidewalk Phase 2 Project (Project No. 112111-2 / Federal Project No. TAP-3379(445). **2R Passes 7-0 Ord. No. 19626**
3. 24-109 2R An ordinance Approving a Final Plat for Jackson Drive Industrial Park, in Independence, Jackson County, Missouri. **2R Passes 7-0 Ord. No. 19627**
4. 24-110 2R An ordinance amending Independence City Code Section 5.01.023 "License Denial, Suspension or Revocation". **2R Passes 7-0 Ord. No. 19628**

FIRST READING(S)

1. 24-111 1R An ordinance amending Article 1, "Property Maintenance Code," of Chapter 4 of the Independence City Code and adopting the 2024 Edition of the International Property Maintenance Code and making other necessary revisions. **1R Read**
2. 24-112 1R An ordinance amending Article 4, "Plumbing Code," of Chapter 4 of the Independence City Code and adopting the 2024 Edition of the International Plumbing Code and making other necessary revisions. **1R Read**

3. 24-113 **1R** An ordinance amending Article 5, “Building Code,” of Chapter 4 of the Independence City Code and adopting the 2024 Edition of the International Building Code and making other necessary revisions. **1R Read**
4. 24-114 **1R** An ordinance amending Article 6, “Mechanical Code,” of Chapter 4 of the Independence City Code and adopting the 2024 Edition of the International Mechanical Code and making other necessary revisions. **1R Read**
5. 24-115 **1R** An ordinance amending Article 7, “Electrical Code,” of Chapter 4 of the Independence City Code, and adopting the 2023 Edition of the National Electric Code and making other necessary revisions. **1R Read**
6. 24-116 **1R** An ordinance amending Article 12, “Existing Building Code,” of Chapter 4 of the Independence City Code and adopting the 2024 Edition of the International Existing Building Code and making other necessary revisions. **1R Read**
7. 24-117 **1R** An ordinance amending Article 13, “Residential Code,” of Chapter 4 of the Independence City Code and adopting the 2024 Edition of the International Residential Code with 2024 Energy Code amendments and making other necessary revisions. **1R Read**
8. 24-118 **1R** An ordinance amending Article 14, “Fuel Gas Code,” of Chapter 4 of the Independence City Code and adopting the 2024 Edition of the International Fuel Gas Code and making other necessary revisions. **1R Read**
9. 24-119 **1R** An ordinance adding Article 17, “Energy Conservation Code – Commercial Provisions,” of Chapter 4 of the Independence City Code and adopting the 2024 Edition of the International Energy Conservation Code and making other necessary revisions. **1R Read**
10. 24-120 **1R** An ordinance amending Chapter 9, “Fire Code,” of the Independence City Code and adopting the 2024 Edition of the International Fire Code and making other necessary revisions. **1R Read**
11. 24-121 **1R** An ordinance approving a rezoning from District C-2 (General Commercial) and District R-12 (Two-Family Residential) to District R-6 (Single-Family Residential) and R-12 (Two-Family Residential) for the properties along 18th Street and Ash Avenue in Independence, Missouri. **1R Read**
12. 24-122 **1R** An ordinance approving a rezoning from District I-1 (Industrial) and District R-6 (Single-Family Residential) to District R-6 (Single Family Residential) for the properties at 2301 S. Crysler Avenue. **1R Read**

13. 24-123 **1R** An ordinance amending the Unified Development Ordinance, Chapter 14, of the Independence City Code pertaining to trash haulers. **1R Read**
14. 24-124 **1R** An ordinance calling for an election to authorize the issuance of General Obligation bonds for the City of Independence, Missouri. **1R Read**

INFORMATION ONLY

1. Municipal Court Report for October, 2024
2. Independence Power & Light requests the issue of an emergency purchase order to Timken Gears & Services, Inc., Philadelphia Gear in the amount of \$288,192 for repair of the J2 Frame 5 Gearbox for IPL.
3. ***Please Note: In accordance with RSMo. 610.021, the City Council may convene in an Executive Session during or after the meeting, in the Council Chambers and move to Conference Room D for the closed meeting, on matters of litigation, legal action, and/or attorney client communications, as permitted by Sec. 610.021(1), on matters of personnel, as permitted by Sec. 610.021(3) and personnel records, as permitted by 610.021(13), on matters of contracts, as permitted by 610.021(12), on matters of real estate, as permitted by 610.021(2) and/or matters of labor negotiations, as permitted by 610.021(9).***

COUNCILMEMBER COMMENTS

Councilmember Stewart addressed the General Obligation Bond that was brought up by a citizen. Anyone that files for the 65 and over tax freeze and is approved, would not be effected by the general obligation bond levy. The levy will only change with the amount that is approved by the City.

Councilmember Fears attended the square lighting and was excited to see the number of people who also attended. He also discussed the Hallmark movie, Holiday Touchdown that was released over the last weekend. This Friday is the Living Windows on the square.

Councilmember Vaught also attended the square lighting and thanked everyone that made that available. She also thanked the crews that helped clear the roads after the snow that just happened.

Councilmember Wiley talked about the animal shelter and encouraged everyone to adopt and not buy pets. The shelter is full and animals need to be adopted, including some purebreds.

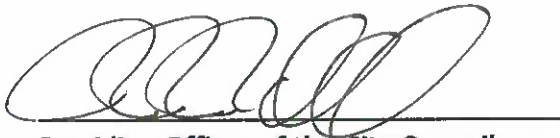
Councilmember McCandless encouraged everyone to go see the Vaille Mansion that is decorated for Christmas. Jay Nixon was awarded the Truman Public Service Award at Truman Library. She extended appreciation to IPD for releasing video of the incident that occurred at the Oval Springs Apartment Complex. It was an important step in community-building. Lastly, she discussed a gentleman who was able to receive a habitat home for him and his son.

Councilmember Perkins talked about the Community Service League serving food over Thanksgiving. The Hallmark movie was fun to watch, seeing our local businesses in the movie was great. Also Bingham Waggoner made the news with their Christmas decorations.

Mayor Rowland stated he would work on getting something in writing from the bond council regarding the senior citizens that have filed for a tax freeze and this bond not affecting them. He also expressed his excitement about the Hallmark meeting. He stated it was an honor to give Gov. Nixon the Truman Award. He also reminded everyone that the Mayor's Prayer breakfast is tomorrow.

City Manager Zach Walker thanked and publicly acknowledged the Independence School District one of only two districts that has recognized gains in their test scores for three consecutive years.

ADJOURNMENT



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

ATTEST:



City Clerk





A GREAT AMERICAN STORY

City Council Regular Meeting Minutes

December 16, 2024 6:00 PM

Council Chambers - 111 E. Maple Ave.

INVOCATION

1. Tim Allison, Chaplain for the Visiting Nurse Association Hospice will give the invocation

Dan O'Neill gave the invocation.

THE PLEDGE OF ALLEGIANCE

ROLL CALL

CITIZEN REQUESTS

A motion was made by Councilmember Fears to suspend the rules for non-residents to speak. Seconded by Councilmember Perkins. All ayes, no nays. Motion passes 7-0

Becky Hake spoke about the Rental Ready Program.

Leigh Phillips spoke about fiscal responsibility.

Dan O'Neill spoke about the General Obligation Bond.

Yvonne Hall spoke about the General Obligation Bond.

Brian Winberry spoke about the proposed changes to the building codes.

Mark Yanda spoke about the proposed changes to the building codes.

Tom Lesnak spoke about the General Obligation Bond.

Doug Blodgett spoke about the General Obligation Bond.

PROCLAMATIONS

There were none.

CONSENT AGENDA

Councilmember Perkins moved to Approve the Consent Agenda. Motion seconded by Councilmember Fears. Motion Passed.

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

NAYS (0): None

ABSENT (0):

No items were pulled for special consideration.

Reports and Recommendations of the City Manager

1. Council action is requested to add Stumpy Tree Service as an additional contractor for the 2024-25 Abatement Services for the Community Development Department. **Approved**
2. Council action to issue a purchase order to Miracle Recreation Equipment Co. in the amount of \$101,118, for playground equipment for Rotary Park for the Parks|Recreation|Tourism Department. **Approved**
3. Council action is requested authorizing a change order to the contract with the Kansas City Area Transportation Authority for the purpose of providing transit services through December 31, 2024, in the amount of \$150,000. **Approved**

RESOLUTIONS

1. 24-797 A Resolution appointing Kevin Baird to the Park Commission **Approved Res. No. 7076**
2. 24-798 A Resolution appointing Cassandra Krul to the Sustainability Commission **Approved Res. No. 7077**
3. 24-799 A Resolution reappointing Dennis Tharp and appointing John Powell to the Street Improvement Oversight Committee **Approved Res. No. 7078**
4. 24-780 A Resolution reappointing Bruce Frakes to the Public Safety Tax Oversight

Committee **Approved Res. No. 7079**

5. 24-781 A Resolution appointing Teri Mertel to the Public Utilities Advisory Board
Approved Res. No. 7080
6. 24-782 A Resolution appointing Cindy McClain to the Board of Adjustment
Approved Res. No. 7081

REGULAR AGENDA

PUBLIC HEARING(S)

1. A public hearing for the application to rezone the properties at 10120, 10124, 10125, 10200, 10201, 10202, and 10205 E. 18th Street S. and 1802 S. Ash Avenue from C-2 (General Commercial) to R-6 (Single-Family Residential); to rezone the properties at 10321, 10323, 10325 and 10327 E. 18th Street S. from C-2 (General Commercial) to R-12 (Two-Family Residential); and to rezone the property at 1803 S. Ash Avenue from C-2 (General Commercial) and R-12 (Two-Family Residential) to R-6 (Single-Family Residential). ***New Information Only.***

Rick Arroyo, Assistant Director, Community Development presented this item.

This City Initiated Rezoning was considered by the Planning Commission on October 29th of this year.

The Planning Commissions voted in favor of this Rezoning.

This is a corrective rezoning that started with 10205 E 18th Street S that turned into a City initiated rezoning for additional addresses along E 18th Street S and S Ash Ave. This corrects the zoning from C-2 General Commercial along 18th Street to R-6 single family residential and R-12 residential along Ash Ave.

No new information to provide.

24-121 2R An ordinance approving a rezoning from District C-2 (General Commercial) and District R-12 (Two-Family Residential) to District R-6 (Single-Family Residential) and R-12 (Two-Family Residential) for the properties along 18th Street and Ash Avenue in Independence, Missouri. **2R Passes 7-0 Ord. No. 19625**

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

NAYS (0): None

ABSENT (0):

Item passes 7-0

2. A public hearing for the application to rezone the property at 2301 S. Chrysler Avenue

from R-6 (Single-Family Residential) and I-1 (Industrial) to R-6 (Single-Family Residential). ***New Information Only.***

Rick Arroyo, Assistant Director, Community Development, spoke about this topic.

This Rezoning was considered by the Planning Commission on November 19th of this year. The Planning Commissions voted in favor of this Rezoning.

This is to correct the zoning at 2301 S Crysler Avenue, or the Crysler Stadium property, into one zoning district, from I-1 Industrial and R-6 to R-6 Single Family residential in preparation for the Independence School Districts use of the stadium as the home field for Van Horn High School.

No new information to provide.

24-122 2R An ordinance approving a rezoning from District I-1 (Industrial) and District R-6 (Single-Family Residential) to District R-6 (Single Family Residential) for the properties at 2301 S. Crysler Avenue. **2R Passes 7-0 Ord. No. 19626**

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

NAYS (0): None

ABSENT (0):

Item passes 7-0

3. A public hearing for the amendment to the Unified Development Ordinance, Chapter 14, of the Independence City Code relating to trash haulers. ***Full Public Hearing.***

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

This Code Amendment was considered by the Planning Commission on October 29th of this year.

The Planning Commissions voted in favor of this code amendment.

This amendment #71 updates Chapter 14 of the Unified Development Ordinance to include use regulations for refuse collections businesses by specifying their use in the I-1 and I-2 zoning districts with the application of a special use permit. The amendment also provides the UDO with a definition of refuse collectors and creates a new section to define procedures and standards for these types of businesses.

No new information to provide.

24-123 2R An ordinance amending the Unified Development Ordinance, Chapter 14, of the Independence City Code pertaining to trash haulers. **2R Passes 7-0 Ord. No. 19627**

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

Councilmember Wiley

NAYS (0): None

ABSENT (0):

Item passes 7-0

ORDINANCES

1. **24-111 2R** An ordinance amending Article 1, "Property Maintenance Code," of Chapter 4 of the Independence City Code and adopting the 2024 Edition of the International Property Maintenance Code and making other necessary revisions.

2R Passes 7-0 Ord. No. 19628

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

NAYS (0): None

ABSENT (0):

Item passes 7-0

2. **24-112 2R** An ordinance amending Article 4, "Plumbing Code," of Chapter 4 of the Independence City Code and adopting the 2024 Edition of the International Plumbing Code and making other necessary revisions. **2R Passes 7-0 Ord. No. 19629**

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

NAYS (0): None

ABSENT (0):

Item passes 7-0

3. **24-113 2R** An ordinance amending Article 5, "Building Code," of Chapter 4 of the Independence City Code and adopting the 2024 Edition of the International Building Code and making other necessary revisions. **2R Passes 7-0 Ord. No. 19630**

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

NAYS (0): None

ABSENT (0):

Item passes 7-0

4. 24-114 2R An ordinance amending Article 6, "Mechanical Code," of Chapter 4 of the Independence City Code and adopting the 2024 Edition of the International Mechanical Code and making other necessary revisions. **2R Passes 7-0 Ord. No. 19631**

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

NAYS (0): None

ABSENT (0):

Item passes 7-0

5. 24-115 2R An ordinance amending Article 7, "Electrical Code," of Chapter 4 of the Independence City Code, and adopting the 2023 Edition of the National Electric Code and making other necessary revisions. **2R Passes 7-0 Ord. No. 19632**

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

NAYS (0): None

ABSENT (0):

Item passes 7-0

6. 24-116 2R An ordinance amending Article 12, "Existing Building Code," of Chapter 4 of the Independence City Code and adopting the 2024 Edition of the International Existing Building Code and making other necessary revisions. **2R Passes 7-0 Ord. No. 19633**

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

NAYS (0): None

ABSENT (0):

Item passes 7-0

7. 24-117 2R An ordinance amending Article 13, "Residential Code," of Chapter 4 of the Independence City Code and adopting the 2024 Edition of the International Residential Code with 2024 Energy Code amendments and making other necessary revisions. **2R Passes 7-0 Ord. No. 19634**

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

Councilmember McCandless, Councilmember Vaught, Councilmember Perkins,
Councilmember Wiley
NAYS (0): None
ABSENT (0):

Item passes 7-0

8. 24-118 2R An ordinance amending Article 14, "Fuel Gas Code," of Chapter 4 of the Independence City Code and adopting the 2024 Edition of the International Fuel Gas Code and making other necessary revisions. **2R Passes 7-0 Ord. No. 19635**

AYES (7): Mayor Rowland, Councilmember Fears, Councilmember Stewart,
Councilmember McCandless, Councilmember Vaught, Councilmember Perkins,
Councilmember Wiley
NAYS (0): None
ABSENT (0):

Item passes 7-0

9. 24-119 2R An ordinance adding Article 17, "Energy Conservation Code – Commercial Provisions," of Chapter 4 of the Independence City Code and adopting the 2024 Edition of the International Energy Conservation Code and making other necessary revisions. **2R Passes 7-0 Ord. No. 19636**

AYES (7): Mayor Rowland, Councilmember Fears, Councilmember Stewart,
Councilmember McCandless, Councilmember Vaught, Councilmember Perkins,
Councilmember Wiley
NAYS (0): None
ABSENT (0):

Item passes 7-0

10. 24-120 2R An ordinance amending Chapter 9, "Fire Code," of the Independence City Code and adopting the 2024 Edition of the International Fire Code and making other necessary revisions. **2R Passes 7-0 Ord. No. 19637**

AYES (7): Mayor Rowland, Councilmember Fears, Councilmember Stewart,
Councilmember McCandless, Councilmember Vaught, Councilmember Perkins,
Councilmember Wiley
NAYS (0): None
ABSENT (0):

Item passes 7-0

11. 24-124 2R An ordinance calling for an election to authorize the issuance of General Obligation bonds for the City of Independence, Missouri. **2R Passes 7-0 Ord. No. 19638**

AYES (7): Mayor Rowland, Councilmember Fears, Councilmember Stewart, Councilmember McCandless, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley
NAYS (0): None
ABSENT (0):

Item passes 7-0

FIRST READING(S)

1. 24-125 1R An ordinance authorizing the acceptance of funding from the U.S. Department of Justice, Bureau of Justice Assistance, Office of Justice Programs, FY 2024 Byrne Discretionary Grant Program, through a Subrecipient Award from the Mid America Regional Council, which allocates \$457,425.00 to the City of Independence, Missouri, to expand the use of Automated License Plate Readers; appropriating the necessary funds; and authorizing future change orders and appropriations for the same project. **1R Read**
2. 24-126 1R An ordinance approving a Final Plat for McBee Acres, in Independence, Missouri. **1R Read**
3. 24-127 1R An ordinance approving a rezoning from District R-12 (Two-Family Residential) to District C-2 (General Commercial) for the property at 2131 S. Scott Avenue. **1R Read**
4. 24-128 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 19300 E. 37th Terrace S. **1R Read**
5. 24-129 1R An ordinance approving a rezoning from District R-30/PUD (High-Density Residential Planned Unit Development) to District C-2 (General Commercial) for the properties at 17200 E. Medical Center Parkway, 17203 & 17221 E. 23rd Street. **1R Read**
6. 24-130 1R An ordinance authorizing an amendment to the contract with the Missouri Department of Health and Senior Services to provide financial assistance for the Local Public Health Agency Accreditation Assistance Grant Program for one additional year for the period of December 1, 2023, through November 30, 2025;

authorizing future change orders for additional funding and/or time extensions for the same project; and authorizing certain future appropriations. **1R Read**

INFORMATION ONLY

1. The Municipal Services Department is requesting a \$50,000 increase in expenditures for sanitary sewer pipe and related fittings against purchase order 25000236 with Blue Springs Winwater. The total of the purchase order increased to \$149,000.00.
2. ***Please Note:** In accordance with RSMo. 610.021, the City Council may convene in an Executive Session during or after the meeting, in the Council Chambers and move to Conference Room D for the closed meeting, on matters of litigation, legal action, and/or attorney client communications, as permitted by Sec. 610.021(1), on matters of personnel, as permitted by Sec. 610.021(3) and personnel records, as permitted by 610.021(13), on matters of contracts, as permitted by 610.021(12), on matters of real estate, as permitted by 610.021(2) and/or matters of labor negotiations, as permitted by 610.021(9).*

COUNCILMEMBER COMMENTS

Councilmember Fears reminded everyone the Rental Ready Program changes will be on the agenda for a first reading on January 6th. He is also hosting two listening sessions on Wednesday at 2 p.m. in Conference Room D and on Saturday at 10 a.m. at Blendwell Cafe on 24 Highway. He also wished everyone a very Merry Christmas.

Councilmember Vaught wished residents and staff and Merry Christmas and Happy New Year.

Councilmember Wiley thanked staff and fellow councilmembers for a great first year for her as a new Councilmember. She also wished everyone a Merry Christmas.

Councilmember McCandless gave a shout out to Councilmembers Fears and Wiley for serving lunch to over 250 seniors at the Palmer Center. Special thanks to Parks and Rec for putting it together. She participated in Wreaths Across America which puts wreaths at the graves of veterans at Woodlawn Cemetery. All 50 states participate in this. Fort Osage celebrated their 75th Anniversary. Shout-out to the Health Dept. for judging students at Fort Osage in a competition for creating solutions for societal problems. The Missouri Pacific caboose will be moving from the Truman Depot to the Model Railroad Museum. She expressed thanks and gratitude for staff that have to work on Christmas Day.

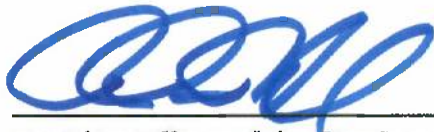
Councilmember Perkins wished everyone a Merry Christmas. The water tower at the Railroad Museum will be demolished starting on January 6th. The tower will be taken down in pieces and should be completed within one week, weather permitting. CGRI initiative has had little interest with individuals to form that committee, therefore, this will be reviewed by the City Manager and staff. Courtney and Atherton bridge will be down for 8-9 months for repair.

Mayor Rowland said he was able to judge a debate tournament at William Chrisman High

School. Living Windows was a big success.

City Manager, Zach Walker talked about the trials and tribulations the City faced. He discussed the passing of one of the amendments of the Charter and the Police tax. He discussed the tragic loss of PO Cody Allen and other City employees and honored their service. We welcomed new department heads this year. We had explosive growth in business and economic development. We created a new strategic plan that benefits the citizens and City of Independence. He also spoke about the ordinance that passed this evening to put the General Obligation Bond on the ballot in April and all the great things the bond can do for the City.

ADJOURNMENT



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

ATTEST:



City Clerk



City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to issue a purchase order to Mongan Painting, LLC in the amount of \$423,270, for a Protective Coating Systems Replacement for Filter Valve House No. 2 at the Courtney Bend Water Treatment Plant for the Municipal Services Department.

Recommendations:

Council approval to issue a purchase order.

Background:

This project is for the complete re-coating of Filter Valve House #2, including roof, handrails, and associated effluent piping which is located to the south of the filter valve house. The project also covers replacing miscellaneous bolts and fasteners that have deteriorated. Over time, the protective coating has worn away, leaving exposed steel open to the elements, which accelerates oxidation and further structure decomposition if left unattended.

The Procurement Office of the Finance and Administration Department issued Invitation to Bid ("ITB") #24057 on October 3, 2024. The ITB was publicly available through the city's e-bidding service provider, Public Purchase. 30 bidders accessed the bid.

The City received three bids in response to ITB #24057. Upon review by Municipal Service Staff, it was determined that Mongan Painting, LLC. met the requirements specified, and to be the lowest best bid received. Allen Blasting and Coating did not provide pricing for all the line items (project proposal document); therefore, their bid was reviewed and deemed not representative to the other two remaining bids. R.P.S. Contracting, Inc. did not provide pricing for the coatings specified in the project job specification and instead used pricing for a product that was not approved or specified, which can be found in the project specification (3.7.1.1.). Please See the Attached Documents.

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

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

Emergency Justification:**Fiscal Impact:**

The fiscal impact to the City is \$423,270.00. Funding for Protective Coating Systems Replacement for Filter Valve House No. 2 is included in the fiscal year 2024-25 proposed budget, page 189, account number (0404815- 5212), maintenance services.

Council Action:

Department / Contact	Municipal Services /
---------------------------------	----------------------

REVIEWERS

Lisa Reynolds
Meagan Borth
Nancy Cooper
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Official Bid Tab - ITB #24057
2. Incomplete Allen Blasting and Coating Courtney Bend Filter House Proposal
3. Water Division Project Filter Valve House No. 2 specifications

Line Item	Item Description	ABC	Mongan	R.P.S.
1) Surface preparation and application of new protective coating system on the interior of Filter Valve House #2.	Provide for all workmanship, equipment, and materials required and as specified for surface preparation and application of new protective coating system to surfaces specified for the Interior of FVH #2	\$199,613	\$193,825	\$47,864.21
2) Surface preparation and application of new protective coating system to the concrete roof of Filter Valve House #2.	Provide for all workmanship, equipment, and materials required and as specified for surface preparation and application of new protective coating system to the concrete roof of Filter Valve House #2.	\$15,930	\$6,850	\$28,686.34
3) Surface preparation and application of new protective coating system to the exterior staircase, hand railing, and painted appurtenances attached to Filter Valve House #2.	Provide for all workmanship, equipment, and materials required and as specified for surface preparation and application of new protective coating system to the exterior staircase, hand railing, and painted appurtenances attached to FVH #2. Note: High voltage electrical cabinets are not included in this line item.	\$33,847	\$38,400	\$26,999.52
4) Surface preparation and application of new protective coating system to the effluent piping line to the South of Filter Valve House #2.	Provide for all workmanship, equipment, and materials required and as specified for surface preparation and application of new protective coating system to the effluent piping line to the South of Filter Valve House #2.	\$55,524	\$18,650	\$33,298.02
5) Surface preparation of the interior components of Filter Valve House no. 2, utilizing "Dry Ice" blasting methods.	Provide for all workmanship, equipment, and materials required and as specified for the surface preparation of the interior components of Filter Valve House #2, utilizing "Dry Ice" blasting methods.	No Bid	\$107,205	\$21,989.99
6) Surface preparation and primer coat application to steel surface areas less than or equal to three (3) square feet.	Provide all labor, equipment, and materials required for surface preparation and primer coat application to steel surface areas less than or equal to three (3) feet. The purpose of this unit price is for the potential for repairs required to the structures included in this project after initial abrasive blasting.	\$108.45	\$100	\$2,200

7) Provide labor, equipment, and materials required for insulating the effluent piping system to the South of Filter Valve House #2.	If painting is not applicable for the effluent piping system, the contractor shall provide all labor, equipment, and materials required for insulating the effluent piping system. The purpose of this unit price is for the anticipation of inadequate paint conditions.	No Bid	\$25,740	\$32,959.98	
8) Replacement of pipe fasteners	Provide all labor, equipment, and materials required for replacement of pipe fasteners. This is for the anticipation of excessively worn fasteners who will lose their structural integrity after abrasive blasting. Sizes are but not limited to, SAE 3/4" - 1-1/2" fasteners.	\$25,000	\$32,500	\$23,200.56	
		TOTAL:	\$ 330,022.45	\$ 423,270.00	\$217,198.62
		TOTAL W/O "NO BID" ITEMS:	\$ 330,022.45	\$ 290,325.00	\$162,248.65

Notes: For line Item(s) 1, 2, and 3: RPS specified products outside of the product specification document that was provided to the contractors.

For Line Item(s) 5 & 7: ABC indicated a \$1.00 bid price on Public Purchase while in their proposal (Supporting Document provided); they stated "**No Bid**" for line Items 5 & 7



1668 Old Hwy 61, Wever, IA 52658 – www.allenblastingandcoating.com
Ph. 800/760-9186 – Fax 319/367-5566

PROPOSAL AND CONTRACT

October 24, 2024

#3399 Courtney Bend WTP Filter #2 Structure

**Attention: Zach Dean, Project Compliance Coordinator
City of Independence**

The following is a lump sum proposal to prepare and coat the internal and external surface of Filter #2 Building & Piping at the Independence MO facility as described in Specifications for Replacement of Protective Coating Systems Project M25-714.

Surface preparation: Per specification per coating system

Coating System: Tnemec Per Specification

Line Items/Conditions:

- Quality controls that will be performed are the following: mill thickness readings, ambient conditions, and visual inspections per the standards of SSPC and NACE. Daily Quality Control Sheets will be filled out and available.
- Uncontrolled spills, leaks, or other work stoppages that would hinder normal preparation and application procedures will be charged as a Time and Material extra. We will supply foreman sheets for the owner to sign off on for approval when this happens.
- This proposal includes overtime. The schedule would be for 6 days per week at 10 hours per day minimum.
- This proposal includes the cost of (1) mobilization. Any additional mobilizations will be billed on a time and material basis.
- It is assumed for this project there are no hazardous paints or other residues on the steel, and this proposal does NOT contain any costs associated with hazardous material abatement or disposal.
- The costs in this proposal are only valid if all phases are awarded and completed under one lump sum contract.
- This proposal does NOT include any third-party inspections, inspectors, or related costs.
- This project is considered tax-exempt and no material, or equipment taxes are included in this proposal.
- Line Item #8 includes all PIPINZG bolts and nuts in the building being replaced.

Lump-Sum Investment Line Item #1: \$199,613.00

Lump-Sum Investment Line Item #2: \$15,930.00

Lump-Sum Investment Line Item #3: \$33,847.00

Lump-Sum Investment Line Item #4: \$55,524.00

Lump-Sum Investment Line Item #5: NO BID.

Lump-Sum Investment Line Item #6: \$108.45.00

Lump-Sum Investment Line Item #7: NO BID

Lump-Sum Investment Line Item #8: \$25,000.00

Proposal Provided by:

Rich Westwood, Project Manager

We appreciate your interest in ABC Inc.

Payment Terms: Net 30 days from the date of invoice. Overdue payments will bear interest at 1-1/2% per month or the maximum legally permissible rate, whichever is less.
THIS CONTRACT IS SUBJECT TO THE CONDITIONS ON THE ATTACHED SHEET.

Those conditions set out on the attached sheet are an integral part of this contract and are made a part hereof by this reference and are fully binding on all parties hereof.

This proposal must be accepted within 30 days of the date hereof to become a valid contract. By signing below you signify acceptance of the above proposal setting forth a contract agreement.

Company: _____ By: _____

Date: ____/____/____ Title: _____
Sign and return a copy to Allen Blasting and Coating, Inc.

CONDITIONS

INDEMNIFICATION: The Owner shall indemnify and hold harmless the Contractor, his subcontractors, suppliers, his employees, and his agents from and against all claims, damages, losses, and expenses arising out of or resulting from activities, facilities, or equipment of the Owner or his other contractors or of his or their suppliers, employees, or agents provided that any such claim, damage, loss, or expense (a) attributes to bodily injury, sickness, disease or death or injury to or destruction of property including the loss of the use resulting therefrom (b) is caused in whole or in part by any negligent act of omission of the Owner or his other contractors or of his or their suppliers, employees, or agents. The Owner shall be responsible for and pay any attorney fees or other costs the contractor has for the enforcement of any term or condition of this contract by the Contractor or any assignee thereto.

ACCESS AND PERMITS: The Owner shall secure and pay for any easements, zoning permits, environmental statements, and permits, permit fees, and access rights necessary for the performance of the work under this Agreement, and all other assessments and charges required for the construction, alteration, use, and occupancy of the facilities; special utility connection permits and all other necessary approvals required by law or regulation before the commencement of construction. Written permissions must be provided to the Contractor. The Owner shall furnish, at no cost to the Contractor, appropriate space on the premises upon which to store materials and equipment and to supply all necessary utilities or other supplies as noted on the face of this contract.

WORK CHANGES: Any expense borne by the Contractor in connection with repairs to or replacement of any part of the Contractor's work, due to damage thereto caused by the failure, repair, or replacement of the work of others shall be added to the amount of this contract and be considered a part thereof whether or not authorized by the Owner. Any alteration or deviation from specifications referenced in this contract that involve an extra cost of materials or labor will become an extra charge over the sum agreed to in this contract. No additions or deductions proposed by the Owner after acceptance of this contract shall be binding upon the Contractor without approval by the Contractor. The Contractor will not proceed without having a written change order executed by the Owner detailing specific additional costs or a written change order is issued by the Owner to the satisfaction of the Contractor. Any changes to the schedule of work caused or requested by the Owner or any other contractors or subcontractors will result in extra charges to cover any material, labor, or other costs of the Contractor whether or not agreed upon by the Owner.

UNFORESEEN CONDITIONS: The Contractor shall be reimbursed for additional costs, including overhead and profit caused by changes ordered in the work or made necessary by unforeseen conditions, including but not limited to strikes, boycotts, labor disputes, fire, delays in transportation, acts by public utilities or public bodies, inspectors, adverse weather conditions, unavoidable casualties, catastrophes, war, civil disturbances, unacceptable substitutes, acts of God, or other causes beyond the Contractor's control. The Owner warrants the cement substrate to be sound. If blasting removes sufficient cement to require a skim coat and/or extra material, the Owner agrees to reimburse the Contractor for all costs of the same including labor and materials. Appropriate adjustments in the Agreement price and profit thereon shall also be made to compensate the Contractor for the Contractor's additional cost and overhead occasioned by any delays and extensions referenced in this paragraph.

WARRANTY LIMITATION: Unless otherwise agreed by both parties in writing, the Contractor warrants the work against defects and workmanship for one (1) year from the date of completion of such work. The Contractor's liability for work completed shall be solely limited to replacement and/or removal of the Contractor's supplied material only. This shall be the Owner's sole remedy. This replacement and/or removal of the Contractor's supplied material as the sole remedy for enforcement of the same is conditioned upon the Owner delivering to the Contractor, by certified mail, a notice of a claim of breach of such warranty within thirty (30) days of the first discovery of such condition. The notice must contain information as to the specifics of the claimed breach of warranty hereunder, the date of discovery, and the individual or individuals that discovered the same on that date.

THIS WARRANTY CONSTITUTES THE SOLE AND EXCLUSIVE WARRANTY OR GUARANTEE MADE BY THE CONTRACTOR AND THERE ARE NO OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED AND EXCLUDED BY THE PARTIES. THIS WARRANTY CONSTITUTES THE OWNER'S EXCLUSIVE REMEDY AGAINST THE CONTRACTOR, INCLUDING THE ALLEGED NEGLIGENCE OF THE CONTRACTOR, AND THE CONTRACTOR SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LIQUIDATED, DELAY DAMAGES, LOSS OF PROFITS, COSTS OF PRODUCTION, OR ANY OTHER DAMAGES.

HAZARDOUS MATERIALS: If the Contractor encounters lead-based paint or any other hazardous material on the job site and the Contractor had received no pre-notification, the Owner shall be responsible for all testing, removal, disposal, or other action required. The Contractor shall stop work immediately, the Owner shall hold the Contractor harmless, and all costs incurred by the Contractor, including overhead and profit loss, shall be reimbursed by the Owner.

COST OF COLLECTION: The Contractor retains the right to file and enforce mechanic's liens or otherwise take court action to enforce required payments under the contract. If it is necessary for the Contractor to employ an attorney, the Owner will pay all court costs and reasonable attorney fees of the Contractor.

PAYMENT TERMS: The Contractor shall be entitled to recover its costs of collection of any sums not paid when due, including reasonable attorney's fees, whether or not a suit is filed. Payments for additional work or charges shall be made under the same terms and conditions stated herein concerning the agreement's sum. Payment terms are Net 30 days from the date of invoice. Overdue payments will be charged interest at 1 ½ % per month or the maximum legally permissible rate, whichever is less.



PROTECTIVE COATING SYSTEMS REPLACEMENT FOR FILTER VALVE HOUSE NO.2 AT THE COURTNEY BEND WTP

Water Department Project M25-714

SUMMARY

Requirements for the complete replacement of the interior and exterior protective coating systems of Filter Valve House No. 2 at the Courtney Bend Treatment Water Plant.

Zach Dean

Project Compliance Coordinator – Water Division

SPECIFICATIONS FOR REPLACEMENT OF PROTECTIVE COATING SYSTEMS OF FILTER VALVE HOUSE NO.2 ASSOCIATED STRUCTURES AT THE COURTEY BEND WTP

INDEPENDENCE, MISSOURI WATER DEPARTMENT PROJECT M25-714

Division 1 – General Information

- 1.0 Scope of Work
- 2.0 Definitions
- 3.0 General Requirements
- 4.0 Schedule of Work
- 5.0 Submittal Format Requirements
- 6.0 Insurance Requirements
- 7.0 Special Requirements
- 8.0 Reference Requirements

Division 2 – Technical Specifications and Information

- 1.0 Structures Description
- 2.0 Coating
- 3.0 Quality Assurance
- 4.0 Caulking
- 5.0 Completion of Work
- 6.0 Two Year Inspection
- 7.0 Coating Systems

Division 3 – Bid Requirements

- 1.0 Contractor Qualification Requirements
- 2.0 Pre-Bid Meeting
- 3.0 General Bid Requirements
- 4.0 Prevailing Wage Requirements

Appendix A

Separate Attachment

The purpose of this document is to provide information required for completion of the project as set forth herein. The successful bidder shall be required to furnish equipment, materials, and workmanship complying fully with the requirements of the specifications.

The Water Department's Courtney Bend Water Treatment Plant is located at 14700 Cement City Road, Sugar Creek, MO 64058, North of the City of Independence, MO; adjacent to Missouri Highway 291 and the Missouri River.

Division 1 – General Information

1. Scope of Work

- 1.1. The City of Independence, Missouri invites bids from firms meeting the qualifications set forth herein and in any referenced documents to perform the following scope of work at the Courtney Bend Water Treatment Plant for the Water Department. The contract for this project shall provide for, but not limited to, all equipment, materials, and labor required for the proper surface preparation and application of new protective coating systems to the interior surfaces of filter valve house no. 2, and associated equipment & structures. The entire scope of work to be completed by the successful bidder shall be further defined by the following line items:

- Line Item No. 1) Provide for all workmanship, equipment, and materials required and as specified for surface preparation and application of new protective coating system to surfaces specified on the interior of filter valve house no. 2.
- Line Item No. 2) Provide for all workmanship, equipment, and materials required and as specified for surface preparation and application of new protective coating system to the concrete roof of Filter Valve House no. 2.
- Line Item No. 3) Provide for all workmanship, equipment, and materials required and as specified for surface preparation and application of new protective coating system to the exterior staircase, hand railing, and painted appurtenances attached to Filter Valve House no. 2.
Note: High voltage electrical cabinets are not included in this specification.
- Line Item No. 4) Provide for all workmanship, equipment, and materials required and as specified for surface preparation and application of new protective coating system to the effluent piping line to the South of Filter Valve House no. 2.
- Line Item No. 5) Provide for all workmanship, equipment, and materials required and as specified for the surface preparation of the interior components of Filter Valve House no. 2, utilizing "Dry Ice" blasting methods.
- Line Item No. 6) Provide all labor, equipment, and materials required for surface preparation and primer coat application to steel surface areas less than or equal to three (3) square feet. The purpose of this unit price is for if repairs are required to the structures included in this project after initial abrasive blasting operations.
- Line Item No. 7) If painting is not applicable for the effluent piping system. Contractor shall provide all labor, equipment, and materials required for insulating the effluent piping system. The purpose of this unit price is for the anticipation of inadequate painting conditions for the effluent piping system.

Line Item No. 8) Provide all labor, equipment, and materials required for replacement of pipe fasteners. This is for the anticipation of excessively worn fasteners who will lose their structural integrity after abrasive blasting. Sizes are but not limited to, SAE ¾" – 1-1/2" fasteners.

- 1.2. Contractor shall perform site remediation to restore all areas affected by execution of the project to its previous condition or better, as specified herein and as required by the Engineer. Contractor shall include costs of such work in their bid.
- 1.3. Prior to the start of construction; the Contractor and its superintendent and project manager, representatives from any principal subcontractors, representatives of principal material suppliers and manufacturers, government representatives as appropriate, and others as requested by the Contractor or City shall attend a preconstruction meeting. The Engineer shall arrange the meeting, and the Contractor shall keep minutes and distribute to attendants. The purpose of this meeting will be to:
 - 1.3.1. Designate responsible personnel and establish a working relationship.
 - 1.3.2. Discuss matters requiring coordination and procedures for handling such.
 - 1.1.1. Discuss project supervision.
 - 1.1.2. Discuss work progression and reports, critical work sequence, and payroll and payment.
 - 1.1.3. Establish procedure for contract change orders and other items pertinent to the project.
 - 1.1.4. Outline Contractor's use of premises including housekeeping, worker safety, and material deliveries.
- 1.4. The services and work to be executed by the Contractor shall be provided by organizations or individuals who are properly qualified and trained to do such work. Those firms so qualified are: (at least one of the following must apply to all firms submitting a bid)
 - 1.4.1. A firm regularly employed in the installation, repair, replacement, and application of industrial coating systems and having at minimum five (5) years' experience of such.
 - 1.4.2. A firm regularly employed in the coating system installation, repair, replacement and application to potable water storage and treatment structures and having at minimum five (5) years' experience of such.

A statement of qualifications for both the firm entering the bid and of the personnel to be performing the qualified work shall be submitted with any bid. Failure to do so shall be grounds for bid dismissal. The City is under no obligation to solicit such information after bid close if it is not included in the respondent's original submission.

Refer to Division 3 of this document for full description of bid submission requirements.

- 1.5. Filing a bid shall confirm that an examination of the site and conditions has been made by the bidder, and such existing conditions accepted by him. The bidder shall, by careful examination, satisfy themselves as to the following:
 - 1.5.1. The bid submission and qualification requirements specified herein;
 - 1.5.2. Nature and location of the work;
 - 1.5.3. Character, quality, and quantity of the materials to be encountered;
 - 1.5.4. Character of equipment, craftsmanship, and facilities needed prior to and during execution of proposed work;
 - 1.5.5. General local conditions;
 - 1.5.6. Requirements for maintaining existing facilities in continuous service, if required; and,
 - 1.5.7. Existence of any other conditions, which may affect the cost or time of completion of the proposed work.

Failure to do so shall in no way relieve the Contractor of the responsibility for furnishing all labor, materials, and equipment required to perform the work.

- 1.6. Interested firms may view and download bid documents from www.publicpurchase.com. Bidders who utilize ITB documents obtained from sources other than www.publicpurchase.com risk not receiving necessary documents or addenda.
- 1.7. Any and all measurements provided in these specifications and supporting documents provided with invitation to bid shall be field verified by the Contractor for the purpose of bidding, if they deem it necessary. The measurements provided by the City are NOT verified by the City to be used by the Contractor in preparation of a Contractor's bid. The City shall in no way be responsible for any calculations made by the Contractor when utilizing any provided measurements or dimensions.
- 1.8. Any delay or extra expense caused by encountering construction or materials other than anticipated or different than those indicated herein shall not constitute grounds for claims by the Contractor for additional payments or damages.
- 1.9. The Contractor shall assume the entire responsibility for accidents to their employees while performing their work. The Contractor shall make observations of ladders, railings, supports, and other structure parts as may be necessary to determine their safety for use in performance of work.
- 1.10. The Contractor shall assume full responsibility for any and all damages, resulting from the proposed work, to all existing buildings and facilities of Courtney Bend Water Treatment Plant which are to remain in place. Contractor shall take any and all necessary photographs, or other forms of presentable, verifiable documentation, of existing construction to verify existing conditions prior to the start of work. Contractor shall file a report with the Engineer listing any existing damaged construction before the start of work.
- 1.11. Any damage or issues discovered or revealed during the course of work performance by the Contractor that may impact the safe operating condition of the Courtney Bend Water Treatment Plant shall immediately be brought to the attention of the Engineer, or other appropriate agent of the City. Any repairs deemed necessary shall be reviewed and approved by the Engineer prior to any work taking place, and will be handled on a case-by-case basis. NO repairs shall be made without written notification from the City to do so. This includes any all permanent or temporary alterations to the existing facilities or construction that may be required to facilitate this project.

2. Definitions

- 2.1. "Engineer" shall mean the City of Independence, Missouri Water Department Production Division Engineer, and its duly authorized agents; such agents acting within the scope of the particular duties entrusted to them in each case.
- 2.2. "City" and "Owner" shall mean the City of Independence, Missouri Water Department, and its duly authorized agents, such agents acting within the scope of the particular duties entrusted to them in each case.
- 2.3. "Contractor" shall mean the entity that enters into a contract to perform the work and services described herein for the City; and any authorized representatives or agents, per the terms and conditions that govern said agreement.
- 2.4. "Invitation to Bid" and "ITB" shall mean a solicitation for bids.
- 2.5. "Bid" shall mean the response submitted by a bidder in response to an Invitation to Bid.
- 2.6. The words "approved", "reasonable", "suitable", "acceptable", "properly", "satisfactory", or like words, shall mean in the judgement of the City and the Engineer.

- 2.7. The words “as indicated” refer to the contract drawings, if any, and “as specified” refer to the project specifications. Under certain circumstances, the specifications may be included on the drawings and so noted in the technical specifications.
- 2.8. “Written notice” shall be deemed to have been duly served if delivered in person to the individual concerned, to a member of his firm acting as his representative, to an officer of the corporation for which it is intended, or if delivered by certified mail with return receipt requested, or if electronically mailed with read receipt requested, to the last known business address available to him who gives the notice. If delivered in person, no receipt shall be necessary, except when indicated by experience on the job.
- 2.9. “Days” shall mean calendar days of twenty-four (24) hours.
- 2.10. “Work Days” shall mean Monday through Friday, during the hours of 7:00 AM to 5:00 PM. Contractor and any subcontractors shall perform all work functions at the project site (Courtney Bend Water Treatment Plant) during these hours, unless granted specific exception by the Engineer. Exception must be provided by the Engineer in writing.
- 2.11. Expressions such as “it is understood and agreed” or “agreed upon” shall infer the mutual understanding and agreement of the Contractor and the Owner. Any question on this subject should be asked and answered in writing.
- 2.12. “As-found” shall mean the condition of equipment or work area when taken out of service and/or prior to any work being performed on said equipment or in the work area.
- 2.13. “Work” of the Contractor or their subcontractors shall include labor, materials, equipment, supplies, and supervisory service necessary to complete the work specified and as described herein.
- 2.14. “Coating” includes surface preparation, priming, finish coats, inspection, cleaning and touch-up of surfaces.
- 2.15. “CBWTP” shall mean the Courtney Bend Water Treatment Plant, owned and operated by the City of Independence, Missouri Water Department.
- 2.16. “AWWA” shall mean the American Water Works Association.
- 2.17. “DFT” shall mean Dry Film Thickness.
- 2.18. “WFT” shall mean Wet Film Thickness.
- 2.19. “MDNR” shall mean the State of Missouri Department of Natural Resources.

3. General Requirements

- 3.1. All work for this project shall be performed in accordance with the latest version of Article 13 of Chapter 20, Public Works Manual of the Independence City Code, unless otherwise specified or indicated herein.
- 3.2. The property and area surrounding the project area shall be left in a clean and orderly manner while the work is being performed by the Contractor. After the completion of the work said property shall be returned to its previous condition or better by the Contractor, prior to project completion.
- 3.3. Contractor shall provide and make available to the Engineer upon request, a detailed description and material data sheets of all chemicals to be utilized in the execution of the work. This shall be provided prior to the start of work by the Contractor.
- 3.4. Unless otherwise directed by the Engineer or specified herein, the Contractor shall perform construction site erosion control requirements per Article 16 of Chapter 20, Public Works Manual of the Independence City Code.
- 3.5. Contractor to whom the work is awarded shall be required to furnish a two (2) year Payment, Performance, and Maintenance Bond to the Owner. Each bond shall be executed on the form included with the bid posting, signed and sealed by a surety company authorized to do business in the State of Missouri, and acceptable as

surety to the Owner. With each bond there shall be filed with the Owner one (1) copy of the power-of-attorney certified to include the date of the bond.

- 3.6. The bidder must base his bid on the materials or equipment specifically mentioned by name in these specifications. After award of the project is made, the Contractor may submit bids for substitute products for approval. Products that require substitution approval by the Engineer **before** bid submission shall be specifically stated in these specifications. Such pre-bid substitution approval required materials shall **not** be eligible for substitution after award of the bid. Proposed substitutions will be considered and may be approved if, in the opinion of the City, the substitute is equal or better than the specified product and the substitution will not necessitate revisions in the related work. Where the words "or equal" are used within an article, which is headed by a list of manufacturers, they shall mean the equivalent in material or equipment of any of the listed manufacturers. When manufacturers' names are used they are used to establish a standard, and the words "or equal", if not stated, are implied.
- 3.7. Certain plans prepared on behalf of the City, and elsewhere described and named to accompany and supplement these provisions, constitute a part of the contract documents. The City shall have the right to modify details of these plans to provide final, or checked, plans in lieu of any preliminary or unchecked plans, as the work proceeds, all of which shall be considered as plans accompanying the contract documents. The Contractor shall not take advantage of any errors or discrepancies discovered in the plans, but shall report same, and the City will make or approve the necessary corrections.
- 3.8. The Contractor to whom an award is made shall perform with their own organization work which value amounts to not less than 66% of the total contract cost, except for specialty items as defined by general practice, or upon request by the Engineer.
- 3.9. Contractor is solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work.
- 3.10. The Contractor explicitly understands and agrees that the City is in no way responsible for the cost to the Contractor of the work, nor for the cost of the risks involved in executing the work, and that the payments herein provided include compensation for all risks as well as for all completed construction. It is expressly understood that the Contractor is in all respects an independent Contractor for this work and is in no respect an agent, servant, or employee of the City. The Contractor specifically represents that in performing work covered by this agreement he or she is the sole employer of all labor to be furnished in the performance of this work. Within the meaning of all federal and state unemployment compensation, insurance or other laws and all State Worker's Compensation Acts, the Contractor's employees and the employees of all subcontractors are not employees of the City for any purpose whatsoever. The Contractor accepts exclusive liability for all contributions, taxes, interest and penalties necessarily paid by the City under unemployment compensation, insurance or other laws on account of all persons employed by the Contractor or any subcontractors hereunder, and the Contractor hereby agrees to reimburse the City for all contributions, taxes, interest, penalties, if any, necessarily paid by the City under unemployment compensation, insurance or other laws covering employees of the Contractor or any subcontractors.
- 3.11. The Contractor agrees to pay in full for all furnished materials and for all employed labor for the work or any part thereof, and to save the City free and harmless from any lien for work or labor performed, or materials or supplies furnished in the performance of the work under this contract, and from every claim, demand, or lien arising from or growing out of any act or thing done or suffered by the Contractor or any agent, servants or subcontractors, and any employees in, about, or connected with the construction of the work aforesaid. The Contractor agrees to pay and discharge all bills and claims against the Contractor in any way incurred in connection with the work herein provided for; it being intended hereby to cover the payment of all items, whatsoever their nature, in addition to items which entitle the claimant to a lien upon any property of said City by virtue of the laws of the State of Missouri.

- 3.12. The Contractor shall require any subcontractors deemed a transient employer as defined by State law to show proof of having filed a financial assurance instrument with the State Director of Revenue and to show proof that the subcontractor holds a current valid certificate of insurance for workers' compensation coverage in Missouri prior to the subcontractor performing any work under the contract. If required by the State Director of Revenue or the State Director of the Division of Worker's Compensation, the Contractor will withhold all or any part of payment to the subcontractor to satisfy State law.
- 3.13. The contractor agrees to comply in all respects with the requirements of law relating to furnishing reports and statements, or as may be reasonably required by the City.
- 3.14. In carrying out any of the provisions of a contract or in exercising any power or authority granted to them thereby, there shall be no personal liability upon any member, agent or representative of the City. No act or failure to act on the part of the City, or any agent of the City, payment for the work in whole or in part, extension of time or possession taken of the work, shall operate as a waiver of any right to damages therein provided for; nor shall waiver or breach of contract be held to be a waiver of any other or subsequent breach.
- 3.15. Contactor employees shall access the facility and park in a manner and location specified by the Engineer before the start of work, to avoid interfering with the City's or other's operations at the Courtney Bend Water Treatment Plant. Furthermore, the Contractor shall restrict its operations to the immediate area of the work, and shall stage and store material and equipment as directed by the Engineer. **There will be no exceptions.**
- 3.16. The Contractor shall conform to and comply with all applicable laws, bylaws, regulations, and ordinances with regard to all and every action and operation, and shall require conformity and compliance of all subcontractors and employees in such a manner as to save the Owner harmless.
- 3.17. The Contractor shall secure and be financially responsible for all permits, licenses, approvals, acceptances, etc. relative to the conduct of all work and shall give all notices necessary the due and lawful prosecution of the work. Fees required for City permits for work within the construction limits will not be waived.
- 3.18. The City is exempt from sales tax. This includes materials purchases made by contractors for City projects. The City will provide a certificate to the Contractor for their use in obtaining the sales tax exemption for purchases of materials and supplies relative to this project. Contractors are to prepare their bid for this project **without** including costs for sales tax on such purchases.
- 3.19. The Contractor shall employ only experienced personnel who are familiar with, appropriately trained, adequately prepared, and regularly engage in, the type of work required; and shall provide adequate supervision by a similarly qualified supervisor on site at all times when work is in progress.
- 3.19.1. Contractor personnel shall possess and maintain current all licensure required by federal, state, and local statutes for conduction of all work related to this project.
- 3.20. All work performed by the Contractor shall be performed in compliance with all applicable parts of OSHA 29 CRF Standards, Part 1910 and 1926; and all other applicable federal, state, and local regulations. There shall be no exceptions.
- 3.21. Contractor shall make all necessary and required efforts to prevent construction materials from leaving the immediate vicinity and confines of the work area in an uncontrolled manner. This shall include, but not limited to, dust, debris, blast media, and coating material. Failure on the part of the Contractor to maintain this control throughout the duration of the project shall result in the immediate stoppage of all work until corrections deemed necessary by the City and/or Engineer are completed. Any period of lost time due to such a stoppage will count toward allowed Contract completion time, with no time exemption being made. The Contractor shall achieve control of construction materials by a combination of best practice methods and techniques, engineered controls, and/or specialized equipment. The Contractor shall include in their bid submission a thorough description of their plan of action to achieve the required control. Description may include

engineered plans, drawings, past project references, equipment manufacture data, and/or other information required to substantiate validity of the Contractor's intended plan of action.

- 3.22. Contractor shall make all necessary and reasonable effort to not affect operations as required of the Water Department or impede City personnel, or others, as deemed necessary by the City and/or the Engineer, from performing their required work. Contractor shall be informed of work that may affect the Contractor's work or area as needed. The Engineer shall have the authority to stop work by the Contractor if their work interferes with activities required for continued operation of CBWTP or in the occurrence of an abnormal scenario.
- 3.23. Methods of construction and procedure shall be of the Contractor's own selection, provided no requirement of the contract documents is violated and the work is completed within the time allowed. Approval of the City of any construction device or method, or absence of disapproval, shall not relieve the Contractor of full responsibility for any failure thereof and shall not connote and is not intended to connote that the City will direct the manner in which the work is to be performed under the contract.
- 3.24. All materials and every process of manufacture and construction shall be subject to inspection at all times and the City or any representative shall have free access to all operations. The Contractor shall provide necessary facilities for inspecting workmanship and testing of materials, and the City shall have the right to select suitable samples of materials for testing and examination, which the Contractor shall supply without charge. In case such samples must be shipped to some other point for inspection or testing, the Contractor shall box or crate samples as necessary and shall deliver them at points designated for shipment, without charge. Omission of inspection shall not relieve the Contractor of any obligation to produce the work required by plans and specifications.
- 3.25. No holes or modifications shall be made in any section of the filter tanks or related structure to secure rigging or any other purpose during execution of the work by the Contractor.
- 3.26. The Contractor shall provide for all necessary pumping equipment, included pumps, discharge and suction hoses, and fittings as required to control collection of precipitation on the interior of the structures during execution of work.
 - 3.26.1. The Contractor is advised to anticipate a less than 100% shutdown of the filter valves. Contractor shall be required to provide for skimmer pump and/or other equipment as necessary to remove and discharge water that leaks by from the work area in the event of a slow leaking valve. Further shutdown upstream of these valves is not possible.
- 3.27. The City shall make available 120V, 15 Amp rated standard outlet power supply for the Contractor's use during execution of their work at a location specified by the Engineer. Any power needs exceeding 120V, 15 Amp shall be provided for by the Contractor.
 - 3.27.1. Contractor shall discontinue use of or lessen the electrical load on a provided outlet circuit if a breaker trip occurs at any time.
- 3.28. The City shall supply finished treated high-pressure (~100 psi) water via garden hose bib and fire hydrant connections for the Contractor's use during the project. Contractor personnel shall only operate fire hydrants after receiving training on proper use by City personnel. Any damages incurred to hydrants by improper use shall be repaired at the Contractor's expense.
 - 3.28.1. It shall be the Contractor's responsibility to furnish all hose, fittings, pumps, etc. for utilizing provided connections.
- 3.29. The City shall not be obligated to pay overtime or extra time to make personnel available for Contractor support activities. Furthermore, the availability of City personnel for Contractor support activities is not guaranteed during Contractor working hours.

3.30. The Contractor shall schedule and hold progress meetings as requested by the Engineer or required by progress of the work. Contractor, Engineer, and all Subcontractors active on the project site shall be represented at each meeting. Contractor may at its discretion request attendance by representatives of its suppliers, manufacturers, and other subcontractors. The Contractor shall preside at the meetings and shall prepare and distribute meeting minutes. The purpose of the meeting shall be to review the progress of work, coordinate on efforts, discuss scheduling, and resolve challenges that may develop.

4. Schedule of Work

- 4.1. All work related to this project shall be coordinated with and scheduled with the Engineer.
- 4.2. Line items No. 1, No. 2, No. 3, No. 4, No. 5, No. 6, and No. 7 are to be performed concurrently, in a logical order of completion as standard practice as it relates to such work.
- 4.3. Filters No. 3 & 4 shall be drained and removed from service and their media beds will remain in place for the duration of the project.
- 4.4. This project has an anticipated start period of Winter 2024, as soon as reasonably can be expected following receipt of requisite documentation from the Contractor and issuance of a purchase order to the Contractor. This date is subject to revision.
- 4.5. Contractor shall complete all items of work described herein, including site remediation as required, by close of business **April 28, 2025** following receipt of Notice to Proceed from the City. Notice shall be provided by the Engineer via email to the Contractor.
- 4.6. Construction scheduling requirements:
 - 4.6.1. Within Fifteen (15) days after receipt of Notice of Award, the Contractor shall furnish the Engineer a graphic construction schedule in and progress report form showing construction schedule on the form, for approval. Schedule shall be furnished in **both** electronic and paper formats as described in the "Submittals" section of these specifications. The Contract shall be broken down into major phases or items of work, with beginning and completion dates for each phase or item shown. If the scope of the work involved so indicates, or at the request of the Engineer, a supplementary outline shall be submitted to show the proposed operations and the order of completion of the various parts in sufficient detail to demonstrate to the Engineer the adequacy of the program to complete the construction within the time provided.
 - 4.6.2. The Engineer will review the schedule submitted for approval and promptly request any revisions or changes required so that the Contractor's work will not delay or interfere with other crews that might be working in the area, so far as may be known. **No** payment shall be made to the Contractor on any estimate until such a program of construction has been submitted and approved.
 - 4.6.3. On or about the first day of the Month, the Contractor shall provide to the Engineer an updated construction schedule that reflects the current status of work completion and progress against original submitted schedule.
 - 4.6.4. Should it become evident at any time during the construction that operations will, or may, fall behind the schedule of the approved program of construction, the Contractor shall promptly submit revised written schedules setting out changes in operations, methods, equipment, added amount of labor or of working shifts, night work, etc., by which lost time shall be made up and shall confer with the Engineer until an approved modification of the original program is secured. Should operations actually fall behind to an extent that the completion of the work within the fixed time would appear doubtful; the Owner may

request the Contractor to add equipment and construction forces or to increase the working hours per week. No payments on any estimates shall be made after such a request is made until an approved modification of the program has been provided by the Contractor. Execution of the work according to the accepted program of construction, or approved modifications thereof shall be an obligation of the Contractor at all times during the life of the contract.

4.7. Exception to the requirement of project completion time by the Contractor shall be made in the following ways only:

4.7.1. Those calendar days falling between, and including, December 15, 2019 and February 16, 2020 will be **exempt** from contract completion time for all work completed in this project.

4.7.2. The Contractor's construction schedule shall account for delays resulting from inclement weather conditions. The number of anticipated work day delays each month shall be clearly stated in the construction schedule. The number of anticipated work day delays will be subtracted from actual number of work day delays resulting from inclement weather conditions; and a contract time extension **may** be granted if the actual number of work day delays exceed the number of anticipated work day delays. A Contract change order shall be subsequently executed to provide for a contract time extension, **if required**.

4.7.3. Documentation shall be submitted **each month** to the Engineer supporting any abnormal weather delay claims by the Contractor. The submitted information must include the date the delay occurred, the weather conditions which caused delay, and the specific critical work path activity that was delayed.

<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>June</u>	<u>July</u>	<u>Aug</u>	<u>Sept</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>
9	5	4	6	6	5	4	4	4	4	4	6

4.7.4. The previous table identifies the specific number of work day delays each month due to inclement weather conditions in the region based on a scheduled 5 day work week, which **must** be included by the Contractor in their construction schedule.

4.8. The Contractor shall prosecute their work diligently at such a rate of progress as will insure full completion thereof within the contract time. The Contract Time is reasonable in consideration of the average conditions usually encountered in the performance of such work.

4.9. The Contractor and City shall recognize that time is of the essence in completion of this project, and that the City shall suffer financial loss if work is not completed within the time specified. The parties shall also recognize the delays, expense, and difficulties involved in substantiating in a legal or arbitration process the actual loss suffered by the City if the work is not completed in time. Accordingly, instead of requiring such process, the City and the Contractor agree that as liquidated damages for completion delay, if the Contractor shall neglect, refuse, or fail to complete the work within the time set forth herein, or within any proper extension thereof granted by the City, due to reasons within the control of the Contractor, the Contractor shall pay to the City for each and every day they are in default **Three Hundred dollars (\$300.00) per day** for each day the entire work is incomplete. If required, liquidated damages shall be withheld from final payment upon completion of work. The Engineer shall supply the Contractor a letter outlining the time period of liquidated damages and notice of payment withholding.

4.10. Contractor shall include in their construction schedule three (3) working days for performance of structural inspection and repair work by Others after completion of abrasive blasting of filter and valve house structures and primer application. The City shall have repairs made to the steel structure as determined necessary by the Engineer. Any necessary repairs shall be performed at the expense of the City, utilizing a City sourced firm. Work by the Contractor that does not impede these inspections and repairs can continue concurrently.

- 4.11. **Contractor shall include with their bid, as a separate and optional unit price adder as indicated, the lump sum for cost(s) and time required for surface preparation and primer coat application to repair areas less than and/or equal to three (3) square feet of the total steel surface area.** If required, repetition of surface preparation and primer application, following repair of the structure, charges incurred shall be based upon the Contractor provided lump sum cost per three (3) square feet of interior steel surface area. If required, repetition of surface preparation and primer application of repair areas shall be executed by the Contractor per the specifications provided herein.

5. Submittal Format Requirements

- 5.1. Technical information and engineering data which will become a permanent part of the work under this contract shall be submitted to the Engineer for review, as required. Submittals shall verify compliance with the project specifications, and shall include drawings and descriptive information in sufficient detail to show the kind, size, arrangement and operation of component materials and devices; the external connections, anchorages, and supports required; the performance characteristics; and dimensions needed for installation and correlations with other materials and equipment.
- 5.2. The Engineer shall not accept submittals from anyone or any entity other than the Contractor.
- 5.3. All submittals shall be transmitted to the Engineer utilizing the provided Independence Water Department submittal, transmittal, and response cover sheet. An original electronic copy of this cover sheet shall be provided to the Contractor for their use.
- 5.4. All submittals shall be approved by the Contractor and clearly identified with the name of the project and City project number for this Contract, Contractor's name, and references to applicable specification paragraphs. Each submittal shall be stamped or affixed with approval statement of the Contractor. Each submittal shall indicate the intended use of the item in the work. When catalog pages are submitted, applicable items shall be clearly identified.
- 5.5. The Contractor's stamp or affixed approval statement of each submittal is a representation to the Owner that the Contractor accepts sole responsibility for determining and verifying all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data, and that the Contractor has reviewed and coordinated each submittal with the requirements of the project specifications.
- 5.6. Any deviations from the project specifications shall be identified as such on each submittal and shall be tabulated on the submittal cover sheet. The effected submittal shall indicate essential details of all changes proposed by the Contractor, including changes to other facilities that may be a result of the deviation.
- 5.7. Engineer's review of submittals shall only indicate general conformity to the project specifications, it shall not indicate thorough review of all dimensions, quantities, and details of the material, equipment, device, or item covered. The Engineer's review shall not relieve the Contractor of sole responsibility for errors, omissions, or deviations in the drawings and data, nor of Contractor's sole responsibility for compliance with the project specifications.
- 5.8. Engineer's review period shall be fourteen (14) consecutive calendar days, which shall commence on the first calendar day following receipt of the submittal or resubmittal, not inclusive of the time required to mail submittal or resubmittal back to the Contractor.
- 5.9. Contractor shall accept full responsibility for the completeness of each resubmittal, and shall verify that all corrected data and additional information previously requested by the Engineer are provided for in the resubmittal. When resubmittals are made, the Contractor shall direct specific attention to all revisions in writing and shall separately list any revisions made other than those called for by the Engineer on previous submittals. All requirements called for in initial submittals shall also apply to resubmittals.

- 5.10. Resubmittals shall be made within fourteen (14) consecutive calendar days of the date of submittal return from the Engineer to the Contractor. The need for any resubmittal, or any other delay in obtaining Engineer's review of submittals, shall not entitle the Contractor to extension of project completion time.
- 5.11. Contractor shall provide submittals consecutively numbered in direct sequence of submittal. Any resubmittals shall display the number of the first submittal followed by a letter (A, B, C, etc.) to indicate the initial submittal and correct sequence of each resubmittal.
- 5.12. All submittals in electronic format shall be in Portable Document Format (PDF) and indexed using a table of contents, searchable with thumbnails. PDF images must be provided in a readable resolution; Optical Character Recognition (OCR) must be performed on images so that text can be searched, selected, and copied from the PDF file.
- 5.13. All submittals in paper format shall be printed on paper of appropriate size and quality given their content, bound in a suitable manner, printed in full color ink, be indexed to facilitate review, and submitted in person or certified mail requiring signature upon receipt. Where paper format submittals are made, Contractor shall provide three (3) copies to the Engineer for review. The Engineer shall return one (1) marked copy to the Contractor.
- 5.14. Photographs provided electronically shall be in the largest resolution available and in JPEG format. Photographs provided in paper format shall be printed on photo quality material in a minimum size of 3"x4", unless they are included within a written paper report.

6. Insurance Requirements

- 6.1. Contractor shall procure, and maintain as required, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Scope of Services/Project. The cost of such insurance shall be included in the Contractor's bid.
- 6.2. The Contractor shall not commence work under this contract until they have obtained all insurance required under this section and elsewhere in the contract documents and such insurance has been approved by the City. The City and its partners, officers, agents, and employees, shall be named as additional insured on the policies and certificates provided by the Contractor. Any and all certificates of insurance must be approved and on file with the City Finance Department and the Engineer before work commences under this contract. Should the City so request, copies of policies may be required for examination. The following are the required insurance coverages:
 - 6.2.1. Commercial General Liability: [ISO "occurrence" form or its equivalent]
 - 6.2.1.1. \$2,000,000 General Aggregate
 - 6.2.1.2. \$1,000,000 per occurrence limit Bodily injury/Property damage
 - 6.2.1.3. \$1,000,000 Personal/Advertising injury
 - 6.2.1.4. \$1,000,000 Products & Completed operations aggregate limit.
 - 6.2.2. Business Auto Coverage: (Applicable to any Owned, hired, and non-owned autos) \$1,000,000 property damage / bodily injury, combined single per Accident limit – Any Auto. If no autos are owned by the proposing Contractor, a non-owned auto liability endorsement on the Commercial General Liability program is acceptable.
 - 6.2.3. Workers Compensation and Employers Liability: Workers compensation limits as required by the statutes of the state of Missouri and employers' liability limits of \$100,000/\$500,000/\$100,000. When workers compensation insurance policy is applicable "other states" coverage is required. Regardless of any

minimum number of employees to trigger statutory responsibility, the City requires evidence of Workers' Compensation insurance should the Contractor have any employees.

6.2.4. Umbrella Liability: minimum limit of \$1,000,000 excess of Commercial General Liability.

- 6.3. Exposure Limits: The above are minimum acceptable coverage limits and do not infer or place a limit on the liability of the Contractor nor has the City assessed the risk that may be applicable to Contractor. Contractor shall assess its own risks and if it deems appropriate and/or prudent maintain higher limits and/or broader coverages. The Contractor's insurance shall be primary and any insurance or self-insurance maintained by the City shall be excess for the City and not contribute with the coverage maintained by Contractor.
- 6.4. Coverage Limits: Coverage limits for General and Auto Liability exposures may be met by a combination of primary and umbrella policy limits.
- 6.5. Additional Insured. The City shall be listed by ISO endorsement or its equivalent as additional insureds for the service/project as the City's interests may appear on the General Liability and any applicable Umbrella Liability. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 6.6. Verification of Coverage.
- 6.6.1. A certificate of insurance accompanied by an additional insured ISO form endorsement (CG 20 10; and CG 20 37) or equivalent effecting the coverage required by the City which includes products and completed operations.
- 6.6.2. The insurance coverages are to be provided by Missouri admitted insurance companies with a Best's rating of at least A-VII. Those not admitted must be approved by City.
- 6.6.3. Any self-insurance or self-insured retentions must be specified on the certificate of insurance if \$50,000 or higher per claim/loss. In addition, when self-insured the name, address, and telephone number of the claims office must be indicated on the certificate or separate attached document. Any and all deductibles or self-insurance in the above describes coverages shall be the responsibility and at the sole risk of the Contractor.
- 6.6.4. When any of the foregoing insurance coverages are required to remain in force after final payment, additional certificates with appropriate endorsements evidencing continuation of such coverage shall be submitted along with the application for final payment.
- 6.6.5. Any coverage provided by a Claims-Made form policy must contain a three-year tail option, extended reporting period, or must be maintained for three years post contract.
- 6.7. Any deviation from the requirements set forth in this Insurance section may be allowed by the City Risk Manager subject to the City Legal Department's review and approval.
- 6.8. Each insurance policy required shall not be suspended, voided, or canceled; except after thirty (30) days' advance written notice has been given to the City.
- 6.9. The Contractor may include all subcontractors as additional insured under its insurance policies or shall furnish to the City separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- 6.10. Special Insurance Requirements – if applicable:
- 6.10.1. If blasting is required, provisions of the Independence City Code shall be followed, including permit, insurance, seismograph, and notification.
- 6.10.2. Builder's Risk will be required for protection against vandalism and malicious mischief when the construction involves a building when there is a probable risk of loss exceeding \$25,000.00. When equipment and/or materials of \$25,000.00 or more are involved, Inland Marine Insurance may be required to protect such items in transit.
- 6.10.3. When construction work is required on railroad property, the Contractor shall obtain, pay for, and maintain a Railroad Protective Liability Insurance contract for and in behalf of each railroad involved and as specified in the ITB.
- 6.10.4. Should a crane be utilized, such coverage must be specifically noted in the description section of any certificate of insurance or, a copy of the endorsement extending coverage to crane operations will be necessary.

- 6.11. The Contractor and his subcontractors shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against the City, their partners, directors, officers, agents, and employees and against other contractors and subcontractors.
- 6.12. Indemnity
- 6.12.1. For purposes of indemnification requirements, the term "Loss" means any and all loss, damage, liability or expense, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including reasonable attorney's fees and the cost of defense), in connection with any action, proceeding, demand or claim for injury, including death, to any person or persons or damages to or loss of, or loss of the use of, property of any person, firm or corporation, including the parties hereto, which arise out of or are connected with the performance of this Agreement.
- 6.12.2. Indemnification and Hold Harmless: For purposes of this Agreement, Contractor agrees to indemnify, defend and hold harmless City, and its agents from any and all Loss where Loss is caused or incurred as a result of the intentional misconduct, recklessness, negligence, or other actionable fault of Contractor or its subcontractors.
- 6.12.3. It is a specific element of consideration of this Agreement that the indemnity will apply notwithstanding the joint, concurring or contributory or comparative fault or negligence of City or any Third Party and, further notwithstanding any theory of law including, but not limited to, a characterization of City's or any Third Party's joint, concurring or contributory or comparative fault or negligence as either passive or active in nature; provided, however, that Contractor's obligation hereunder will not include amounts attributable to the fault or negligence of City or any Third Party for whom Contractor is not responsible.
- 6.12.4. The indemnification obligation contained in this Agreement will not be limited by any limitation on amount or type of damages, compensation or benefits payable by or for Contractor or its subcontractors, by the minimum insurance required by this Agreement, nor under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- 6.12.5. Negligence by the City: Contractor is not required hereunder to defend City or its agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on City's negligence.
- 6.12.6. The obligations of the Contractor under the previous paragraphs shall not extend to the liability of City, and their officers, directors, partners, employees or agents caused primarily by negligent preparation of maps, drawings, surveys, designs or specifications upon which is placed the applicable state-authorized design professional seal of Owner's officers, directors, partners, employees or agents.
- 6.13. By submitting a bid, the bidder acknowledges that they have read and understand the insurance requirements for the ITB. Bidder also understands that the certificate of required insurance must be submitted within fifteen (15) days following notification of award. A Notice to Proceed will not be issued until all Certificate of Insurance are received and meet the minimums noted herein.

7. Special Requirements

- 7.1. Reports: The contractor shall deliver to the Engineer each week a memorandum of the number of personnel engaged upon the work each day of the previous week, work progress report for the week prior describing work performed and completion percentage, weekly payrolls and a statement of all materials delivered at the site during the previous week, both for temporary use and for permanent construction. This memorandum shall be provided in writing either in person or via electronic mail to the Engineer.
- 7.2. Tests: All tests required by Owner or Engineer, unless otherwise stated in the specifications, will be paid for by the Contractor, including costs of transporting samples. Two copies, one bound paper and one electronic, of any testing results will be given to the Engineer.
- 7.3. MBE/WBE participation: All bidders are encouraged to solicit Minority/Women business enterprises for participation in the performance of this contract. However, the City has not established a MEB/WEB participation goal for this project.

- 7.4. Bond and Maintenance Guarantee: In Section 20.13.019.A of Article 13 of Chapter 20, Public Works Manual of the Independence City Code, delete the phrase "This performance bond" in the second sentence and insert the phrase "This payment, performance, and maintenance bond".
- 7.5. Manufacturer's Field Services: An experienced, competent, and authorized representative of the coating system manufacturer shall visit the work site and observe, check, advise, and approve of coating system application. Representative shall hold at minimum a NACE (National Association of Corrosion Engineers) Certified Coating Inspection – Level 1 certification. The manufacturer representative shall be present during the following critical project activities;
- 7.5.1. Beginning of filter interior abrasive blasting and surface preparation
- 7.5.2. Initial application of primer coat to prepared filter interior surface
- 7.5.3. Before and during initial application of finish coat to filter interior surface.
- 7.6. The Contractor shall provide a manufacturer representative furnished written report to the Engineer in electronic and paper formats, in the manner described in "Submittals" of this specification, certifying the proper surface preparation for and application of the coating system for the intended service conditions. **The costs for these services shall be paid for by the Contractor, and shall be included in submitted bid price.**
- 7.7. Construction Procedures: Delete the first sentence 20.13.016.A of the Public Works Manual of the Independence City Code in its entirety and insert the following:
- 7.7.1. "Construction techniques and procedures shall be the sole responsibility of the Contractor. The Contractor shall be responsible for construction methods and techniques used, abiding to applicable standards and code, and shall indemnify and save harmless the Owner from any loss or damage resulting therefrom."
- 7.8. General Provisions Concerning Time:
- 7.8.1. Delete the second sentence of Section 20.13.017.A of the Public Works Manual of the Independence City Code in its entirety.
- 7.8.2. Delete Section 20.13.017.A.2 of the Public Works Manual of the Independence City Code in its entirety.
- 7.8.3. Delete the last sentence of Section 20.13.017.A.4 of the Public Works Manual of the Independence City Code in its entirety.
- 7.9. Facilities at Site:
- 7.9.1. Delete the last sentence of Section 20.13.025B of the Public Works Manual of the Independence City Code in its entirety and insert the following: "All water required for and in connection with the Work to be performed will be furnished by Owner in the vicinity of the site without charge to Contractor, provided:
- 7.9.1.1. Contractor shall procure such water in the location and in the manner designated by Engineer.
- 7.9.1.2. Contractor at its own expense shall make authorized connections and provide means for delivering the water to the worksite.
- 7.9.1.3. Contractor shall provide adequately against waste and needless use of water.
- 7.9.1.4. Contractor shall make all necessary arrangements and pay all installation charges for telephone lines in its offices at the Site."
- 7.10. Explosives and Blasting:
- 7.10.1. Delete Section 20.13.025F in its entirety and insert the following: "Blasting will not be permitted.
- 7.11. Safety Practices and Accident Prevention:
- 7.11.1. Insert the following sentence immediately following the last sentence of Section 20.13.026.B of the Public Works Manual of the Independence City Code:
- 7.11.1.1. "Contractor is solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work."
- 7.12. Qualifications:

7.12.1. The fourth and fifth paragraphs of Section 8.06.003G of the City's Code of Ordinances shall not apply for determination of award for this project. Contractor qualifications as stipulated herein shall govern for this project.

8. Reference Requirements

8.1. The Contractor shall provide for equipment, services, labor, materials, and testing such that upon project execution and completion conform to the requirements of the Federal Occupations, Safety, and Health Standards and the applicable provisions of the latest revisions of the following standards:

8.1.1. American Water Works Association (AWWA)

8.1.2. The Society for Protective Coatings (SSPC)

8.1.3. NACE International

8.1.4. American Society of Testing and Materials (ASTM)

8.1.5. National Science Foundation (NSF)

8.1.6. American National Standards Institute (ANSI)

Division 2 – Technical Specifications and Information

1. Structure Description

1.1. Filter Valve House No. 2

1.1.1. Filter Valve House No. 2 is a carbon steel frame construction enclosure, with approximate dimensions of twenty-four (24) feet by sixteen (16) feet by eleven (11) feet. It is located directly between and bounded by filter no. 3 and filter no. 4.

1.1.2. The valve house is equipped with fiberglass siding and a concrete roof.

1.1.3. A significant portion of both filter tanks exterior walls are contained within the filter valve house.

1.1.4. A stair case structure attached to the structure provides access to the catwalk from grade level, with two landings and three individual stair cases.

1.2. Effluent Piping System

1.2.1. The effluent piping system is the tie in point of Filter 3 and Filter 4 to the remainder of the filters, located South of Filter Valve House no. 2.

1.2.2. Two filter effluents run to the South and tie in to the East and West lateral line. This lateral line is above grade, running due West to the Operations Building..

1.3. Pipe Fasteners

1.3.1. Bolting (fasteners) of the pipework in Filter Valve House No. 2 make-up is carbon steel, the grade is unknown. All replacement bolting shall be made of Grade 8 Carbon Steel.

1.4. See provided appendix for additional information on the project structures.

2. Coating

- 2.1. This section provides for information related to coating of all interior and specified exterior surfaces throughout the project, with specific coating systems specified in the "Coating System" portion of these specifications.
- 2.2. Unless otherwise specified herein, all coating work shall be in accordance with the latest revision of AWWA D102. Coating materials shall be in accordance with the products listed herein.
- 2.3. Unless otherwise authorized in writing by the Engineer, all field intermediate and finish coating shall be done after all welding repairs are completed.
- 2.4. Surfaces to be coated:
 - 2.4.1. Contractor shall utilize coating system "B" (severe exposure, non-immersion) for the exterior electrical conduit associated with Filter Valve House No. 2.
 - 2.4.1.1. Note: No plastic conduit will be included in this spec.
 - 2.4.2. Contractor shall utilize coating system "C" (severe exposure, non-immersion, interior) for the exterior surfaces of Filter No. 3 and Filter No. 4 enclosed in the interior of valve house no. 2.
 - 2.4.2.1. The surfaces to utilize coating system "C" shall be further defined as the entirety of Filter No. 3 and Filter No. 4 tank exterior wall enclosed by the Filter Valve House No. 4, all sides of trough extensions, piping, and all other projections from the filter tanks, railings, and those contained within Filter Valve House no. 2. (Copper piping to be excluded)
 - 2.4.3. Contractor shall utilize coating system "B" for all handrails, stairways, electrical conduit, and effluent piping on the exterior of Filter Valve House no. 2.
 - 2.4.3.1. If coating is not applicable for the effluent piping system, metal-clad insulation shall be installed on the effluent piping system in lieu of coating.
 - 2.4.4. Contractor shall utilize coating system "D" for the concrete roof of Filter Valve House no. 2.
 - 2.4.5. Filter No. 3 and Filter No. 4 shall be removed from service and drained by the City at an agreed upon date, and shall remain out of service for the duration necessary for the Contractor to execute work. All other filters and treatment basins and equipment shall remain in service.
 - 2.4.5.1. Various cabinets, windows, and telemetry, and valve sealing surfaces contained in Filter Valve House no. 2 shall be protected from construction debris and materials by the contractor.
 - 2.4.5.2. The interior of Filter No. 3 and No. 4 shall be protected from construction debris and materials by the Contractor, utilizing appropriate engineered protection and controls. At no time shall any amount of construction debris be allowed to come in contact with the filter media bed of filters mentioned, which shall remain in place. A minimum of one (1) redundant layer or system of protection shall be implemented by the Contractor to protect Filter No. 3 & 4 media.
 - 2.4.6. Contractor shall provide a signed and notarized document stating that all applicable laws and regulations were adhered to and project wastes have been disposed of accordingly.
 - 2.4.7. The interior of Filter Valve House No. 2 shall be thoroughly cleaned and cleared of all construction debris and material by the Contractor.
 - 2.4.8. See attached appendix for more information on existing coatings of concern.
- 2.5. The Contractor shall provide for removal of Filter Valve House No. 2 wall paneling as necessary to achieve access to all portions of the filter tank exterior surfaces located in Filter Valve House No. 2.
- 2.6. Contractor shall protect all electrical conduits, electrical enclosures, compressed air piping, water tubing, valve actuators, and misc. mechanical and electrical components from all abrasive blasting and coating application.

Failure of the Contractor to do so shall result in repairs and/or replacement of such equipment to the satisfaction of the City, at the cost of the Contractor and immediate stoppage of work.

- 2.7. The Contractor shall protect all surfaces and structures which are adjacent or near to surfaces to be coated from all abrasive blasting, surface preparation, and coating application. Failure of the Contractor to do so shall result in repairs and/or replacement of such equipment and structures to the satisfaction of the Engineer, at the cost of the Contractor.
- 2.8. Colors and finishes of coatings shall match existing color scheme of the tanks at the CB WTP. The tank exterior finish coat shall be medium gray. Specific color specifications of each coating system are specified in the "Coating Systems" portion of these specifications. **Color selection charts and drawdowns shall be submitted to the Engineer for approval prior to start of work.**

3. Quality Assurance

3.1. Applicable Standards:

SSPC Surface Preparation Specifications

- 3.1.1.SP 1 - Solvent Cleaning. Removal of all visible oil, grease, soil, drawing and cutting compounds, and other soluble contaminants from steel surfaces with solvent, vapor, cleaning compound, alkali, emulsifying agent, or steam.
- 3.1.2.SP 2 – Hand Tool Cleaning. Removal of loose mill scale, loose rust, loose coating, and other loose detrimental foreign matter by hand chipping, scraping, sanding, and wire brushing.
- 3.1.3.SP 3 - Power Tool Cleaning. Removes all loose mill scale, loose rust, loose coating, and other loose detrimental foreign matter by power wire brushing, power sanding, power grinding, power tool chipping, and power tool descaling. Not intended to remove all scale or rust.
- 3.1.4.SP 5 - White Metal Blast Cleaning. When viewed without magnification, the surface shall be free of all visible oil, grease, dust, dirt, mill scale, rust, coating, oxides, corrosion products and other foreign matter. Leaves surface gray-white uniform metallic color.
- 3.1.5.SP 6 - Commercial Blast Cleaning. When viewed without magnification, the surface shall be free of all visible oil, grease, dust, dirt, mill scale, rust, coating, oxides, corrosion products and other foreign matter of at least 66-2/3% of unit area, which shall be a square 3 in. x 3 in. (9 sq. in.). Light shadows, slight streaks, or minor discolorations caused by stains of rust, stains of mill scale, or stains of previously applied coating in less than 33-1/3% of the unit area is acceptable.
- 3.1.6.SP 7 - Brush-Off Blast Cleaning. When viewed without magnification, the surface shall be free of all visible oil, grease, dirt, dust, loose mill scale, loose rust, and loose coating. Tightly adherent mill scale, rust, and coating may remain on the surface.
- 3.1.7.SP 10 - Near-White Blast Cleaning. When viewed without magnification shall be free of all visible oil, grease, dust, dirt, mill scale, rust, coating, oxides, corrosion products and other foreign matter of at least 95% of each unit area. Staining shall be limited to no more than 5 percent of each unit area, and may consist of light shadows, slight streaks, or minor discolorations caused by stains of rust, stains of mill scale, or stains of previously applied coatings. Unit area shall be approximately 3 in. x 3 in. (9 sq. in.).
- 3.1.8.SP 11 – Power Tool Cleaning to Bare Metal. When viewed without magnification, the surface shall be free of all visible oil, grease, dirt, dust, mill scale, rust, coating, oxides, corrosion products, and other foreign matter. Slight residues of rust and coating may be left in the lower portion of pits if the original surface is

pitted. The surface profile shall not be less than 1 mil. Though not equivalent, used for areas where abrasive blasting is prohibited or not feasible.

3.2. Contractor shall maintain on labels of all material containers on site:

- 3.2.1. Manufacturer's name and stock number
- 3.2.2. Type of coating and generic name
- 3.2.3. Color name and number
- 3.2.4. Instructions for reducing, if applicable
- 3.2.5. Mixing and application instructions
- 3.2.6. Drying or curing time
- 3.2.7. Storage and temperature units
- 3.2.8. Safety precautions
- 3.2.9. Application time limits between coats

3.3. All project materials stored on site shall always be subject to testing for compliance with specifications.

3.4. Required Compliance Submittals:

3.4.1. Submittals shall be made by the Contractor in the format specified in the "Submittals" section of these specifications.

3.4.2. Shall include, but not be limited to, an electronic and paper copy of the following:

- 3.4.2.1. Coating manufacturer's name with item code numbers for specified coating to be used and color selection numbers.
- 3.4.2.2. Color charts of materials to be provided for selection and acceptance. One copy of data on final selection is to be made available on site by the Contractor at all times for reference.
- 3.4.2.3. Abrasive blast media type and size
- 3.4.2.4. Caulking material
- 3.4.2.5. Technical and material data safety sheets on every material to be used. One copy of data is to be made available by the Contractor at the project site at all times for reference.
- 3.4.2.6. Galvanized coating applicator qualifications.
- 3.4.2.7. A copy of all personnel and firm qualifications, pre-job testing, post-job testing, material tests, and other information as required for adherence to applicable statutes and regulations necessary for conduction of the work.
- 3.4.2.8. **A coating report is to be completed daily by the Contractor at each phase of the coating system, beginning with the surface preparation. The coating report sheets shall be made available by the Contractor to the Engineer at all times, and shall be submitted to the Engineer for permanent record at the completion of the project.**

3.5. Contractor shall be solely responsible for performance of air-monitoring requirements as necessary to meet any and all applicable regulations.

3.6. Field Quality Control Requirements

3.6.1. The Contractor shall, per applicable NACE standards, perform the following inspection and testing, but not limited to, during the course of the project while work is being performed: surface profile, visual inspection, wet and dry film thickness. All inspection and testing shall be witnessed by the Engineer by request of the Contractor or when Engineer deems necessary.

- 3.6.1.1. Surface Profile Inspection: the surface profile for ferrous metal surfaces shall be measured for compliance with the specified minimum profile and visually inspected for cleanliness.
- 3.6.1.2. Visual Inspection: the surface profile of the protective coatings shall be visually inspected.
- 3.6.1.3. Film Thickness Inspection: Coating film thickness shall be verified by measuring the film thickness of each coat as it is applied and the dry film thickness of the entire system. Wet film

thickness shall be measured with a gauge that will measure wet film thickness within ± 0.5 mil. Dry film thickness shall be measured in accordance with SSPC-PA 2 or more stringent standard.

3.6.1.4. Contractor is to perform complete evaluation of installed protective coating system upon completion of coating activities to verify proper application of coating systems. This survey shall be performed per the latest revision of SSPC-PA 2 procedure. Contractor shall perform survey for evaluation independent of daily wet film thickness or dry film thickness measurements performed as part of coating application process as required. Contractor shall submit paper and electronic copies of evaluation in the format described in the "Submittal" section herein.

3.6.1.5. Contractor shall perform holiday testing with appropriate voltage discontinuity holiday spark tester to all interior surfaces of the filter. Test shall be performed in accordance to NACE RP0188. Contractor shall verify to the Engineer proper function of the holiday tester prior to conducting evaluation of the applied coating. All anomalies and holidays detected shall be marked with Sharpie marker and repaired per recommendation of the coating system manufacturer and to the acceptance of the Engineer. Contractor shall submit paper and electronic report of survey in the format described in the "Submittal" section herein.

3.6.2. Contractor shall not apply coatings, except when under shelter enabling conditions to meet coating system manufacture requirements, during wet, damp, or foggy weather, or when windblown dust, dirt, or other debris will collect on freshly applied coating.

3.6.3. Coatings shall not be applied at temperatures lower than the minimum temperature recommended by the coating manufacturer, or to metal surfaces of piping or tanks that contain cold water, regardless of air temperature, when metal conditions are likely to cause condensation to form. When and if necessary to achieve acceptable work progress; a temporary enclosure shall be erected and kept heated by the Contractor until coating has cured to weather-hardiness.

3.6.4. Coatings shall not be applied at temperatures higher than the maximum temperature recommended by the coating manufacturer. **Where coatings are applied during periods of elevated surface and ambient temperatures, Contractor and the coatings manufacturer shall be jointly responsible to ensure that proper coating system application is achieved, particularly adherence to all re-coat window requirements.** Precautions shall be taken to reduce the temperature of the surface undergoing coating application, coating system equipment, coating system mixing station, and coating system storage, at elevated temperatures; including shading area from direct sunlight, applying coating in evening or night, and ventilating area.

3.7. Coating Materials and Equipment:

3.7.1. Acceptable Manufacturer: Proprietary names and series codes specified in the "Coating Systems" section are from this manufacturer. All coating(s) in contact with potable water must meet NSF 61 standard. The coating systems for this project shall be from **one** manufacturer only.

3.7.1.1. Tnemec Company, Inc.

3.8. Delivery, Storage, and Handling of Materials:

3.8.1. Contractor shall conform with the following requirements during execution of the project:

3.8.1.1. Store only acceptable & relevant materials on project site.

3.8.1.2. Provide separate area, enclosure, and suitable containers for storage of coatings and related equipment.

3.8.1.3. Materials shall be stored in accordance with manufacturers' recommendations and shall not be subjected to temperatures outside of manufactures' recommended range. Contractor shall be required to procure new materials at their own expense if any such exposure occurs.

3.9. Required Material Approvals: All coatings that are to be in contact with potable water shall meet relevant applicable NSF Standard 61 and AWWA requirements. Proof of conformance shall be supplied to the City.

- 3.10. Contractor's Equipment Requirements:
- 3.10.1. All equipment used shall meet all safety and regulatory criteria as outlined in the General Provisions section of this specification; such conformity to be the sole responsibility of the Contractor.
 - 3.10.2. All coating application equipment shall meet the requirements and recommendations of the coating manufacturer's product information sheet and representatives.
- 3.11. Surface Preparation Requirements
- 3.11.1. **Prior to any surface preparation, all electrical motors, mechanical equipment containing seals or moving parts, influent and effluent pipe openings, and drains shall be covered, plugged or sealed off from the sandblasting debris by the Contractor. All equipment ID tags or labels shall be masked or otherwise covered by the Contractor for protection from abrasive blasting and coating. Contractor shall remove all ID tag or label protective coverings prior to project completion. If tags or labels are made illegible by work performed by Contractor; replacement shall be made at the expense of the Contractor.**
 - 3.11.2. Contractor is to prepare surfaces as specified for coating system conforming to Steel Structures Painting Council Specifications outlined in these specifications, applicable to each coating system specified.
 - 3.11.3. If grease or oils are present, SP 1 - Solvent Cleaning must precede any other method specified. If grease or oil contamination is suspected during or after any other surface preparation method; SP 1 – Solvent Cleaning shall be reapplied to insure proper surface preparation.
 - 3.11.4. Surface irregularities such as weld splatter or slag, burrs, sharp edges, or masonry voids, must be eliminated prior to or during surface preparation.
 - 3.11.5. Approval of surface preparation quality by Engineer is required for all areas prior to application of coating system. Special attention shall be given to corners, pits, rust and edges where the existing coating is the most difficult to remove.
 - 3.11.6. Where abrasive blasting is required, depth of profile will be as specified for the system, but in no instance will it exceed 1/3 of the coating dry film thickness per coat.
 - 3.11.7. Prepare only those areas which will receive the first coat of the system on the same day. In every case, the first coat shall be applied before visible rust appears. In the event the first coat was not applied on the same day as the surface preparation, the surface shall be prepared again according to specifications before the surface is coated.
 - 3.11.8. All surfaces shall be cleaned in accordance with "Coating System" section as modified by the following requirements:
 - 3.11.8.1. Contractor shall employ coal slag with less than .2% free silica, garnet, or steel shot for abrasive blasting operations to remove existing coating. Abrasive shall be low-dusting and chemically inert.
 - 3.11.8.2. Blast-cleaning equipment shall be of the conventional force-feed or pressure type. Nozzle size shall be such that a minimum pressure of 75 psi is maintained at the blast generator. The air supply shall be sufficiently free of oil and moisture that no oil or moisture appears on the blasted surface.
 - 3.11.8.3. Steel shot abrasive used for cleaning surfaces shall not be reused for further blasting, unless it has been rescreened and filtered prior to.
 - 3.11.8.4. The proper disposal of all waste material shall be the responsibility of the Contractor. **Contractor shall keep the work area and surrounding environment in a clean condition.** All expenses associated with waste debris, testing for nonhazardous waste classification and land filling of used blast media shall be included in the bid. Contractor shall provide a copy of the TCLP testing report to the Engineer. Contractor shall supply affidavit detailing the waste material was disposed of according to state requirements, before final payment will be made.
- 3.12. Coating Application Requirements
- 3.12.1. Contractor shall apply coatings in accordance with coating manufacturer's recommendations. Application will be subject to inspection by representatives of the City and the Manufacturer. A coating report sheet shall be completed each day by the Contractor as specified in item number 3.7 of this section.
 - 3.12.2. Contractor shall use properly designed brushes, rollers and spray equipment for all applications. During application, a wet film gauge shall be employed by the Contractor as outlined in item number 3.7.1.3 of this section.
 - 3.12.3. First coat of the system is to be applied on the same day of surface preparation.

- 3.12.4. Prepared surfaces shall be cleaned of any dust and blast products from surface preparation prior to application of a first coat by the Contractor.
- 3.12.5. Coating shall remain 3 inches away from unprepared surface of any substrate. When steel is blasted, do not coat the last 3 inches of the blasted area until unprepared adjacent surface is prepared.
- 3.12.6. Edges, corners, crevices, welds, projections, and bolts shall be given a brush or roller coat (stripe coat) of primer before application of the primer coat IF spray application is being employed for the primer coat. The stripe coat shall be applied by a brush or small nap roller and worked in both directions. Special attention shall be required from the Contractor for filling all crevices with coating.
- 3.12.7. Coating Application (airless, conventional, plural, brush, or roller) Requirements:
 - 3.12.7.1. All equipment will be checked and in proper working condition before starting any application.
 - 3.12.7.2. Spray applications shall only be made at wind velocities less than 20 mph.
 - 3.12.7.3. Relative humidity must be less than 85 percent and the surface to be coated must be at least 5 degrees above the dew point. Contractor is to supply a calibrated measurement instrument on site to verify above conditions are met.
 - 3.12.7.4. Contractor shall erect temporary shelters to enclose areas if necessary to meet requirements.
 - 3.12.7.5. Contractor shall install adequate ventilation equipment in all areas of application to ensure that at no time does the content of air exceed the Threshold Limit Value given on the manufacturer's Material Safety Data Sheets for the specific coatings being applied.
 - 3.12.7.6. **Ambient air temperature must be 50 degrees F or higher prior to and during application unless otherwise stated and allowed by the coating manufacturer specifications.**
- 3.12.8. **Film thickness of each system shall meet the minimum specified, but not exceed the maximum by more than 10 percent**
- 3.13. Protection Requirements
 - 3.13.1. Cover or otherwise protect surfaces not being coated and areas not to be coated. Ground tarps shall be required to collect used blast media and to prevent used media from collecting on ground surfaces. Remove protective materials when appropriate. Extra precautions shall be taken to protect vehicles, equipment and external structures from over spray. The Owner shall be held harmless from any of these situations, which may occur.
 - 3.13.2. Provide proper signage to indicate fresh coating areas.
 - 3.13.3. Mask, remove or otherwise protect finish hardware, machined surfaces, grilles, lighting fixtures, motor/equipment name plates, and other prefinished units as necessary.
 - 3.13.4. Provide cover to prevent blast media, dust, debris, and coating from entering orifices in electrical or mechanical equipment.
 - 3.13.5. Provide **daily** cleanup of both storage and working areas and removal of all refuse, trash, etc. in accordance with applicable regulations. Contractor is responsible to provide their own trash receptacles. Use of the City's trash dumpsters/receptacles by the Contractor shall **not** be allowed.
 - 3.13.6. Do not remove or coat over ASME code stamps on piping and frames or motor name plates or name plates.
 - 3.13.7. Contractor shall take all necessary precautions to prevent any and all over spray of all vehicles on site during the execution of the project. Any overspray resulting from the Contractor's operations shall be contained to the immediately surrounding area of the structure being coated.
 - 3.13.8. Contractor shall notify CB WTP staff a minimum of one (1) hour prior to any application of coating being performed on site. Contractor shall be solely responsible for any and all damages caused from coating operations during the execution of the project.
 - 3.13.9. Contractor shall be responsible to clean all debris, blast material, overspray, etc. resulting from the performance of the work, prior to completion of the project. The surrounding area shall be restored to its as found condition or better to the satisfaction of the Engineer by the Contractor prior to the completion of the project.

4. Caulking

- 4.1. Contractor shall apply a high performance polyurethane non-sag elastomeric sealant at the surface interface between the filter tank steel wall and concrete foundation ring on the exterior sides. The sealant shall be applied after abrasive blasting operations have been completed at the interface, and after primer coat application. The joint shall have been properly cleaned and prepared per manufacturer requirements prior to application. Sealant color shall be gray.
Caulking shall be:
 - 1) Sikaflex-1A Plus as manufactured by SIKa corporation
 - 2) Engineer approved equal.
- 4.2. Minimum application temperature shall be 40°F (5°C) and rising; or as recommended per product guide.
- 4.3. The joint and adjacent substrate must be clean, sound and free of standing water or surface contaminants. Remove all traces of the old sealant, dust, laitance, grease, oils, curing compounds, form release agents and foreign particles by mechanical means, i.e. – sandblasting, etc., as approved by the engineer. Blow joint free of dust using compressed air line equipped with an oil trap. Caulking can be applied to green or damp concrete 24 hours after pour or 1 hour after getting wet.
- 4.4. Placement Procedure: Prime substrate as required based upon the recommendations of the manufacturer of the specified substrate, when field testing indicates need, and when the joints will be subject to immersion after cure, as approved by the Engineer.
- 4.5. Install approved backer rod or bond breaker tape in all joints subject to thermal movement to prevent three-sided bonding and to set the depth of the sealant at a maximum of 1/2 in., measured at the center point of the joint width. Approval of the backer rod or bond breaker tape shall be made by the Engineer.
- 4.6. Joints shall be masked to prevent discoloration or application on unwanted areas, as directed by the Engineer. If masking tape is used, it shall not be removed before tooling, yet must be removed before the initial cure of the sealant. Do not apply the masking tape until just prior to the sealant application.
- 4.7. Install sealant into the prepared joints when the joint is at the mid-point of its expansion and contraction cycle. Place the nozzle of the gun, either hand, air, or electric powered, into the bottom of the joint and fill entire joint. Keep the tip of the nozzle in the sealant; continue with a steady flow of sealant preceding the nozzle to avoid air entrapment. Avoid overlapping the sealant to eliminate the entrapment of air. Tool as required to properly fill the joint.
- 4.8. Adhere to all limitations and cautions for the polyurethane sealant as stated in the manufacturer's printed literature.

5. Completion of Work

- 5.1. Touch up and restoration of damaged finishes shall be the same as original condition as required.
- 5.2. Contractor shall remove spilled, dripped or splattered coating from all surfaces. This includes the concrete ring wall foundation.
- 5.3. All trash, used materials and debris shall be removed and disposed of properly daily by the contractor in accordance with applicable regulations. Contractor is to provide trash receptacles for all of their waste generated on site and is not to use the City's trash receptacles to dispose of their trash.
- 5.4. Contractor shall be responsible for removing covers from the drains and other appurtenances, which were protected from the sandblast debris, and removing any debris. Mechanical equipment shall not be used by the Contractor to clean the interior of the filter structure or filter valve house. Only manual or vacuum driven removal methods shall be permitted.
- 5.5. Contractor shall perform site remediation to include, but not be limited to, backfilling, grading, leveling, seeding, and cover application to restore the area affected by the Contractor's work to its previous condition or better as required by the Engineer.
- 5.6. The Contractor shall furnish and sow seed to produce established grass-covered areas for all areas disturbed by project activity. Contractor shall perform the operations necessary to produce grass-cover, including but not limited to, seed bed preparation, planting/sowing, maintenance, and the materials, labor, and equipment required. All disturbed areas shall be seeded.

- 5.6.1.Existing grades shall be maintained in a true and even condition. Eroded areas and areas having inadequate drainage, as indicated by ponding of water, shall be filled. Ruts, deep tracks, dead furrows, and ridges shall be eliminated.
- 5.6.2.No fertilizers shall be employed or used on the project site.
- 5.6.3.Hydroseeding shall be an acceptable application method of seeding.
 - 5.6.3.1. Seed mixed in proportions specified may be broadcast in a hydromulch with water, covering the application area in a uniform manner.
 - 5.6.3.2. The seed bed shall be free of irregularities in the surface, as to prevent puddling or ponding of water.
 - 5.6.3.3. Seeding and application rates shall match that specified.
- 5.6.4.Acceptance:
 - 5.6.4.1. Seeding shall be accepted by the Engineer if seeded areas are uniform in density, free of weeds, and at least 3 inches tall upon inspection. Inspection for acceptance shall be made within 60 days of seeding, excluding seeding dates that fall between September 30 and March 1.
- 5.6.5.Corrective action: the Contractor shall be required to rework and reseed within an agreed upon time period at the Contractor's expense. Any erosion which occurred due to seeding failure shall be repaired prior to reseeding.
- 5.7. Engineer shall provide a letter of acceptance, signifying Contractor's completion of required scope of work.

6. Two Year Inspection

- 6.1. The coated surfaces shall be inspected by representatives of the Owner, coating systems manufacturer representative, and the Contractor at approximately two years' time after coating work has been completed, to determine whether any repair work is necessary. The Owner shall establish the date of this inspection at least 30 days in advance. If an inspection date has not been established within approximately 23 months after the coating work was completed, the two-year anniversary inspection shall be considered waived.
- 6.2. Any location where coats of coating have peeled off, bubbled, cracked, or otherwise failed and any location where rusting is evident shall be considered to be a failure of the coating system. The Contractor shall make repairs at all points where failures are observed by removing the deteriorated coating to SSPC-SP11 Power Tool Cleaning, cleaning the surface and recoating with the same coating system to original minimum dry film thickness. If the area of failure exceeds 25% of the area of a portion of the tank surface, then for that portion, the entire coating system shall be removed and re-coated to the satisfaction of the City.

7. Coating Systems

7.1. System B

- 7.1.1.Steel – Moderate to severe exposure (non-immersion)
 - Zinc primer / epoxy intermediate coat / urethane finish coat system - Tnemec
- 7.1.2.Surface Preparation: Remove all visible oil, grease, soil, dirt and other soluble contaminants in accordance with SSPC-SP1. The surface shall be abrasive blast cleaned to a Commercial Finish in accordance with the recommended methods outlined in The Society for Protective Coatings Specification SSPC-SP6 (NACE No. 3). A surface profile minimum of 2.0 mils is required.
- 7.1.3.Prime Coat: Immediately after abrasive blasting and before any rusting occurs, APPLY WITH BRUSH OR ROLLER ONLY, one coat of Tnemec Series 91-H2O Hydro-Zinc primer, or approved equal at a dry film thickness of 2.5 to 3.5 mils.
- 7.1.4.Stripe Coat: Apply by brush or roller to all weld seams, structural edge, and bolted connections a stripe coat of Tnemec Series 66HS Hi-Build Epoxoline, or approved equal, at a dry film thickness of 2.0-3.0 mils.
- 7.1.5.Intermediate Coat: APPLY WITH BRUSH OR ROLLER ONLY, one complete coat of Tnemec Series 66HS Hi-Build Epoxoline, at a dry film thickness of 3.0 to 4.0 mils. Color shall be "32GR Light Gray".

7.1.5.1. Note: Tnemec Series 66HS shall be the preferred intermediate coating material; however the Contractor shall have the option, with Engineer's approval, to utilize Tnemec Series 161HS if climate conditions at time of application cause low substrate temperatures.

7.1.6.Finish Coat: APPLY WITH BRUSH OR ROLLER ONLY, one complete coat of Tnemec Series 1075U Endura-Shield II, at a dry film thickness of 2.0 – 3.0 mils. Color shall be "J6119 Dark Gray"

7.2. System C

7.2.1. Steel – Moderate to severe exposure (non-immersion, interior)

Zinc primer / epoxy intermediate coat / epoxy finish coat – Tnemec

7.2.2. Surface Preparation: Remove all visible oil, grease, soil, dirt and other soluble contaminants in accordance with SSPC-SP1. The surface shall be abrasive blast cleaned to a Near White Finish in accordance with the recommended methods outlined in The Society for Protective Coatings Specification SSPC-SP10 (NACE No. 2). A surface profile minimum of 2.0 mils is required.

7.2.3. Prime Coat: Immediately after abrasive blasting and before any rusting occurs, APPLY WITH BRUSH OR ROLLER ONLY, one coat of Tnemec Series 91-H2O Hydro-Zinc primer, or approved equal at a dry film thickness of 2.5 to 3.5 mils.

7.2.4. Stripe Coat: Apply by brush or roller to all weld seams, structural edge, and bolted connections a stripe coat of Tnemec Series 66HS Hi-Build Epoxoline, or approved equal, at a dry film thickness of 2.0-3.0 mils.

7.2.5. Intermediate Coat: APPLY WITH BRUSH OR ROLLER ONLY, one complete coat of Tnemec Series 66HS Hi-Build Epoxoline, at a dry film thickness of 3.0 to 4.0 mils. Color shall be that recommended by coating manufacturer.

7.2.5.1. Note: Tnemec Series 66HS shall be the preferred intermediate coating material; however the Contractor shall have the option, with Engineer's approval, to utilize Tnemec Series 161HS if climate conditions at time of application cause low substrate temperatures.

7.2.6. Finish Coat: APPLY WITH BRUSH OR ROLLER ONLY, one complete coat of Tnemec Series 66HS Hi-Build Epoxoline, at a dry film thickness of 3.0 to 4.0 mils. Color shall be "32GR Light Gray".

7.2.6.1. Note: Tnemec Series 66HS shall be the preferred intermediate coating material; however the Contractor shall have the option, with Engineer's approval, to utilize Tnemec Series 161HS if climate conditions at time of application cause low substrate temperatures.

7.3. System D

7.3.1. Concrete – Moderate to Severe Exposure (non-immersion)

Waterborne epoxy primer / waterborne acrylate system – Tnemec

7.3.2. Surface Preparation: High pressure water blast all accessible concrete surface with a minimum 4000 – 5000 lbs. psi at the tip at a rate of 3 – 5 gallons/minute, utilizing an orbital tip and TSP detergent additive to remove chalk, loose paint and other contaminants, followed by a clean water rinse.

7.3.3. Bugholes or voids in the exterior concrete surface shall be filled prior to coating application with Tnemec Series 218 MortarClad mortar.

7.3.4. Prime Coat: APPLY WITH BRUSH OR ROLLER ONLY, one coat of Tnemec Series 151 Elasto-Grip FC, at a 200 – 400 sq. ft. per gallon.

7.3.5. Intermediate Coat: APPLY WITH BRUSH OR ROLLER ONLY, one complete coat of Tnemec Series 156 Enviro-Crete, at a dry film thickness of 4.0 to 8.0 mils. Color shall be "31GR Slate Gray"

7.3.6. Finish Coat: APPLY WITH BRUSH OR ROLLER ONLY, one complete coat of Tnemec Series 156 Enviro-Crete, at a dry film thickness of 4.0 to 8.0 mils. Color shall be "32GR Deep Space"

7.3.6.1. Note: Filter Valve House No. 2 "roof" shall have silica sand broadcast on to the wet intermediate coat to create non-slip surface

Division 3 – Bid Requirements

1. Contractor Qualification Requirements

- 1.1. Bidder shall submit with their bid a description of experience and qualifications with projects of similar size and scope; specifically those related to the potable water industry.
- 1.2. Bidder shall submit resumes of all proposed managerial and supervisory personnel, including Project Manager, Project Engineer(s), and Project Superintendent(s), as applicable. Bidder shall supply description of those personnel that will enable the bidder to successfully execute the specified scope of work. Information shall include, but not be limited to, for each person, the following:
 - 1.2.1. Name, job description, and responsibilities as they would relate to this project
 - 1.2.2. Years of applicable industry experience
 - 1.2.3. Educational and/or professional qualifications
- 1.3. Bidder shall provide a listing of at minimum five (5) abrasive blasting surface preparation and coating projects of similar size and scope as that specified herein that have been successfully completed by the bidder within the last five (5) years. **Submitted reference projects must have include at least three (3) projects of coating of surfaces to be in contact with potable water to be considered applicable for qualification of the bidder. Completion of at minimum three (3) such projects within the last five (5) years is a qualification requirement of all bidders for this project.**
 - 1.3.1. Bidder shall provide the following information detailing the reference projects submitted:
 - 1.3.1.1. Project name and address
 - 1.3.1.2. Project start and completion dates
 - 1.3.1.3. Name and contact information of facility owners
 - 1.3.1.4. Name and contact information of firm or engineer responsible for project
- 1.4. Bidder shall submit a complete safety record of the bidder's firm for the last five (5) years.
- 1.5. Bidder shall provide a description of the bidder's scheduled and/or projected work load within the time frame of this project, specifically for the personnel and resources that bidder will propose to be utilized for execution of this project. Description shall clearly indicate availability of such.
- 1.6. Bidder shall be an experienced application of Tnemec Company, Inc. products, and have a record of successful completion of coating projects using Tnemec Company, Inc. coating systems. Bidder shall submit a current letter of reference from Tnemec Company, Inc. coating system supplier that reflects the bidder's experience and capability using such products.
- 1.7. If any subcontractors are to be utilized by the bidder to complete the project, a description shall be provided clearly defining the portion of work to be completed by any subcontractors. Subcontractor description shall include contact information. All applicable qualifications and requirements specified above for the bidder shall be required to any subcontractor(s) bidder intend to utilize.
- 1.8. **Failure to provide or meet any of the preceding information or qualifications shall be grounds for the dismissal of any bid submitted. A bid dismissal due to a bidder failing to meet the requirements or provide the required information shall not be grounds for an objection to an award by any person or entity. The City is under no obligation to solicit such information after bid close if it is not included in the respondent's original submission.**

2. Pre-Bid Meeting

- 2.1. A **non-mandatory** pre-bid meeting shall be held at the Courtney Bend Water Treatment Plant, on the morning of October 15, 2024 at 10:00 AM.

- 2.2. This shall be the only opportunity for bidders to make pre-bid site visits in preparation of their bid for this project. Arrangements for individual bidder site visits will **not** be available for this project.

3. General Bid Requirements

- 3.1. Bids must be received through www.publicpurchase.com by the due date/time of the bid opening.
- 3.1.1. Fax, paper, and e-mailed bids will **not** be accepted.
- 3.2. Submittal of pricing sheet filled out in entirety. Failure to do so shall be grounds for rejecting bid.
- 3.3. Any exceptions must be noted as part of the bid, on a separate page(s) submitted and marked "exceptions".
- 3.4. Bid results will not be provided over the phone. After the public bid opening, no pricing information will be provided until a Notice of Intent to Award has been posted on the City's website/publicpurchase.com. A bid tabulation will be posted at www.publicpurchase.com.
- 3.5. The City's preferred method of payment is by City credit card, provided Contractor does not charge a processing fee. The advantage is the Contractor receives payment within 72 hours. If the Contractor will not accept credit card under these conditions, payment terms are Net 30 and will be paid by check.
- 3.6. Contractor to whom the work is awarded will be required to furnish a two (2) year Payment, Performance and Maintenance Bond to the Owner. Each bond shall be executed on the form included with the bid posting, signed and sealed by a surety company authorized to do business in the state of Missouri, and acceptable as surety to the Owner. With each bond there shall be filed with the Owner one copy of the power-of-attorney certified to include the date of bond.
- 3.7. Contractor shall supply an Affidavit of OSHA Compliance and Affidavit of Compliance with Immigration Law with bid submission.
- 3.8. A business license and proof of insurance at the formal purchase level must be on file in the Procurement Division prior to the start of any work.

4. Prevailing Wage Requirements

- 4.1. Prevailing wage is required on any public works work as defined by the state of Missouri (not to be construed as a public works department) where the estimated cost, or accepted bids, **are greater than \$75,000.00**. Inspections and some minor maintenance does not require prevailing wage. Most maintenance, all repairs, and any new work that engages a worker to perform a craft or trade as defined by the State requires prevailing wage.
- 4.2. This contract shall be based upon payment by the contractor or contractor's subcontractors of wage rates not less than prevailing hourly wage rate for each craft or classification of workers engaged to perform the work as determined by the Industrial Commission of Missouri on behalf of the Department of Labor and Industrial Relations; if the value of the contract is greater than \$75,000.00.
- 4.3. The prevailing wage law does not prohibit payment of more than the prevailing rate of wages nor does it limit the hours of work, which may be performed by any worker in any particular period of time. The contractor shall submit certified payrolls to the project manager for each project assigned under this agreement.
- 4.4. Prevailing Wage Requirements apply to any contract resulting from this solicitation:
- 4.4.1. State of Missouri prevailing wage rates per Annual Wage Order No. 26, Jackson County, MO (attached to this solicitation) must be paid by the successful contractor in accordance with labor involved for this project (Section 290.250, RSMo)
- 4.4.2. The contractor will forfeit a penalty to the contracting public body of \$100 per day (or portion of a day) for each worker that is paid less than the prevailing wage rate for any work done under the contract by the contractor or by any subcontractor (Section 290.250, RSMo).
- 4.4.3. The contractor and all subcontractors to the contract must require all onsite employees to complete the ten-hour construction safety training program required under Section 292.675, RSMo, unless they have previously completed the program and have documentation of having done so.

- 4.4.4. The contract will forfeit a penalty to the contracting public body of \$2,500 plus an additional \$100 for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training (Section 292.675, RSMo).
- 4.5. While contract is being performed:
 - 4.5.1. A legible list of all prevailing wage rates must remain posted in a prominent and easily accessible place at the worksite by each contractor and subcontractor on the project (Section 290.265, RSMo).
- 4.6. Before final payment can be made:
 - 4.6.1. Before final payment can be made, the general contractor and all subcontractors must file an Affidavit of Compliance form PW-4 with the City of Independence. The affidavit must state the contractor has fully complied with Missouri Prevailing Wage Law, and the City must verify that the correct wages were paid. No payment can be legally made by the City to the contractor(s) until the affidavit is filed in proper form and order with the City.
- 4.7. When is prevailing wage required?
 - 4.7.1. Prevailing wage is required on any public works work as defined by the state of Missouri (not to be construed as a public works department) where the estimated cost, or accepted bids, are greater than \$75,000.00. Inspections and some minor maintenance does not require prevailing wage. Most maintenance, all repairs, and any new work that engages a worker to perform a craft or trade as defined by the State requires prevailing wage.
- 4.8. Submission of Forms:
 - 4.8.1. City Procurement Division responsibility:
 - 4.8.1.1. Prevailing Wage Project Notification form (PW-2) to the Division of Labor Standards upon issuance of the price agreement; retain copy in City files
 - 4.8.2. City Project Manager responsibility:
 - 4.8.2.1. Contractor Payroll Records; retain a copy in City files
 - 4.8.2.2. Affidavit of Compliance with the Prevailing Wage form (PW-4) to the Division of Labor Standards upon completion of the project; retain a copy in City files
- 4.9. Bonding Requirements and Complete Agreement:
 - 4.9.1. Any project over \$2,500 that qualifies as a public improvement project, as determined by the City, will require a 100% payment/maintenance/performance bond. The City's standard bond form must be used for each project. Once the requisition, written bid, and bond are received in the Procurement Division, a purchase order and Prevailing Wage Project Notification form (PW-2) will be issued by the Procurement Division.
 - 4.9.2. The bid document, including the terms and conditions, the successful bidder's (contractor) response and written quote, and purchase order shall constitute the entire agreement for each project. In case of a discrepancy, the purchase order shall take precedence over the bid document and the bid document shall take precedence over the contractor's response and written quote for each project.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested authorizing a contract with the WHC SAF, LLC for the purpose of providing on demand micro-transit services for the period of January 1, 2025 through June 30, 2025 in the amount of \$402,100.00, and authorizing future minor change orders not to exceed \$40,200.00.

Recommendations:

Staff recommends approval.

Background:

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

At the October 14th Council Study Session, staff presented its recommendation on switching from the fixed route service provided by First Transit and replacing it with the IRIS on-demand service in order to align transit services with budgeted amounts. The City's funding for this contract will come from passenger fare revenue and the general fund.

It should be noted the City Council approved the transition to IRIS as part of the contract with KCATA that was approved in October 2024. It was determined by KCATA in December that the City should contract directly with WHC SAF for IRIS. There are no changes to the IRIS contract that was previously approved as part of the KCATA contract.

Emergency Justification:**Fiscal Impact:**

Funding for transportation services is included in the Fiscal Year 2024-2025 on page 100 in the Transportation section of the Community Development budget. This approval would also authorize future minor changes order up to \$40,200.00 in the event of after-hours service.

Council Action:

REVIEWERS

Tom Scannell
Jeremy Cover
Melissa Cabrera
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. IRIS Independence Contract



GROUND TRANSPORTATION AGREEMENT

This AGREEMENT is made by and between the City of Independence, with its principal offices located at 111 East Maple Ave, Independence, MO 64050 (hereinafter referred to as "CLIENT") and WHC SAF, L.L.C. d/b/a ZTRIP, with its principal offices located at 1300 Lydia, Kansas City, Missouri 64106 (hereinafter referred to as "ZTRIP") to provide the terms and conditions for ZTRIP to provide and CLIENT to purchase ground transportation services in the Kansas City Metropolitan area.

1. BACKGROUND

CLIENT requires ground transportation services as well as other certain vehicle movements within the metropolitan area. ZTRIP shall provide the ground transportation services for CLIENT's requirements.

2. SCOPE OF THE AGREEMENT

In consideration of the mutual covenants contained herein, it is agreed CLIENT shall hire ZTRIP for the term stated in paragraph 3 hereof, in accordance with the terms and conditions of this Agreement.

3. TERM

This Agreement shall have a term of six (6) months, commencing January 1, 2025 and ending June 30, 2025.

4. AGREEMENT CANCELLATION FOR CAUSE

During the initial term or any renewal term, either CLIENT or ZTRIP may terminate this Agreement for cause by sending written notice to the other party stating the section of the Agreement that has been breached together with a statement as to what action is required to cure such breach. The other party shall have thirty (30) days from the date it receives the written notice to cure such alleged breach. In the event it fails to cure the breach, this Agreement may be terminated at any time thereafter by written notice to such party. The notices required under this paragraph shall be in writing and sent certified mail, return receipt requested.

5. REPRESENTATION AND WARRANTIES

KCTG warrants it is in compliance with all federal and state laws and regulations and will maintain such compliance during the term of this Agreement. ZTRIP warrants all drivers will have completed ZTRIP's Exclusive Driver Orientation Program. Among many other requirements, each driver will maintain a valid Commercial Drivers License (or its equivalent), be subjected to initial and random drug testing and will dress and act in a professional manner.



6. OPERATION

ZTRIP will provide ground transportation services for CLIENT's pursuant to the terms and specifications mutually agreed to by the parties hereto, and as may be amended from time to time. The minimum schedule for service is outlined in "ATTACHMENT A".

7. PRICING SCHEDULE

Per vehicle hourly rates charges have been established for all requested services. A detailed price schedule is included in "ATTACHMENT A".

8. PAYMENT

Invoices based on services requested by the CLIENT will be submitted by ZTRIP to CLIENT no later than monthly. Payment will be due net thirty (30) days. Invoices shall be mailed to:

Tom Scannell
Community Development Director
111 East Maple Ave
Independence, MO 64050

9. INDEPENDENT CONTRACTOR

ZTRIP is a large-scale provider of transportation services in the metropolitan Kansas City area. ZTRIP is an independent contractor and provides the same or similar services for other clients. ZTRIP and CLIENT agree neither ZTRIP nor any employee or contractor of ZTRIP shall be deemed to be an employee or contractor of CLIENT and CLIENT shall not be responsible for any salary, benefits and other compensation to ZTRIP employees or contractors.

10. VEHICLES AND INSURANCE

- A. Each vehicle will be fully licensed, safety inspected and equipped with the following amenities: full climate-control, mobile communication devices. Each vehicle will be expertly maintained and detailed.
- B. All vehicles and drivers will be designated as "Non-Smoking".
- C. ZTRIP will maintain, at its own expense the following insurance coverage:
 - (a) Commercial General Liability Insurance Coverage of at least \$1,000,000.
 - (b) State Worker's Compensation Insurance in accordance with Missouri's statutory limits.
 - (c) Comprehensive Automobile Liability Insurance of at least \$1,000,000.
 - (d) Employers Liability Insurance of at least \$1,000,000.

All policies will be evidenced by an insurance certificate that will name CLIENT as an additional insured. ZTRIP agrees to notify CLIENT immediately if any such insurance coverage is canceled or changed.

11. INDEMNIFICATION

ZTRIP agrees to indemnify CLIENT against any and all liability, damages, losses, and judgments, including costs and expenses thereto, which may (1) accrue against or be suffered by, charged to, or recoverable from ZTRIP by reason of loss or damage to property, or by reason of injury to or death of any person, other than officers, agents, and employees of CLIENT, arising out of or in any way connected with the furnishing of services pursuant to this agreement, unless caused by the



sole negligence of CLIENT or by joint negligence of CLIENT and any person, firm, or corporation other than ZTRIP, its officers, agents or employees, or (2) accrue against or be suffered by, charged to, or recoverable from ZTRIP by reason of injury to or death of any officers, agents, or employees, of ZTRIP caused by negligence on part of ZTRIP, its officers, agents, or employees, in connection with any matter dealt with in this agreement.

12. EFFECT OF PARTIAL INVALIDITY

The invalidity of any portion of this agreement will not and shall not be deemed to affect the validity of any other provision. In the event any provision of this agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the deletion of the invalid provision.

13. MODIFICATIONS

This Agreement may not be modified or amended except in writing and signed by an authorized representative of CLIENT and ZTRIP.

14. NO ASSIGNMENT

Neither party will assign or transfer any of its rights or obligations under this Agreement without the written consent of the other party, which shall not be unreasonably withheld.

15. LAWS AND REGULATIONS

The validity, interpretation and performance of this contract shall be governed and construed in accordance with the laws of the state of Missouri.

16. LIMITATIONS

ZTRIP agrees to use its best efforts to provide the transportation services to CLIENT and its customers as described herein; however, ZTRIP shall not be responsible for any incidental, consequential or punitive damages resulting from any breach hereof.



IN WITNESS WHEREOF, the parties have signed this Agreement effective as set forth in this Agreement.

WHC SAF, LLC

BY: _____

William M. George
Chief Executive Officer

DATE: _____

City of Independence

BY: _____

Tom Scannell
Community Development Director

DATE: _____

ATTACHMENT "A"

SERVICE & PRICING SCHEDULE

Pricing

Initial Setup Fee

- **\$6,500:** This one-time fee covers the provision, setup, and deployment of all items outlined in the Scope of Work, including vehicle branding, technology integration, virtual stop establishment, and driver training.

Operational Costs

- **Ambulatory Service:** Billed at **\$42.06 per vehicle revenue hour**. This rate covers all operational expenses, including driver wages, fuel, insurance, and vehicle maintenance.
- **Wheelchair-Accessible Minivan Service:** Billed at **\$47.06 per vehicle revenue hour**. This rate includes the additional costs associated with maintaining and operating ADA-compliant vehicles, as well as specialized driver training.
- **After-Hours Service:** If service is required outside the standard operating hours, it will be billed at a premium rate.
 - Ambulatory Service: \$52.06 per vehicle revenue hour
 - Wheelchair-Accessible Minivan: \$57.06 per vehicle revenue hour

Fares

The fare structure for the IRIS service will feature a flat rate of \$5.00 per trip. However, trips that either start or end at designated transfer points, will be offered free of charge. Riders can pay using a variety of methods, including credit/debit cards through the mobile app or cash in vehicle in the EXACT amount of fare due, no change will be given.



Scope of Work

Service Zone & Model

- zTrip's IRIS program will deliver on-demand microtransit services within the boundaries of the City of Independence. The service model will feature point-to-point "virtual stops," strategically selected to maximize coverage and accessibility. In collaboration with our technology partner RideCo, zTrip will work closely with the City to identify and establish these stops. This approach ensures that residents across the city have access to efficient and convenient transportation options, tailored to meet the needs of the community.

Hours of Operation

- The IRIS service will operate Monday-Saturday, 6:00am-6:00pm, excluding holidays. This coverage ensures that residents have access to reliable transportation at any time, accommodating varying schedules and needs.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to issue a Change Order to Purchase Order 24000885 to Pros Consulting Inc. for a 2025 Parks and Recreation Master Plan for the Parks and Recreation Department. The new revised amount of PO will be \$412,440.

Recommendations:

Staff recommends approval of the Change Order.

Background:

Parks and Recreation is currently using the 2010 Parks and Recreation Master Plan as a reference for making key decisions about programming and operations. The 2010 Master Plan was budgeted to be updated in 2020 but was deferred due to COVID. It was also budgeted to be updated in 2024, but was deferred once again due to limited resources needing to be focused on the Recreation Center Feasibility Study.

Since this plan is now 15 years old, it no longer adequately addresses existing and future facility needs, sports tourism opportunities, historic sites operations and programming, and other current parks and recreation challenges. Pros Consulting has in-depth knowledge of the department's facilities and operations since the firm recently completed a feasibility study for a potential new recreation/community center. Information obtained in an updated 2025 Parks and Recreation Master Plan would be incorporated into the current General Obligation Bond question #3 regarding improvements to the Independence Athletic Complex, as the list of improvements from the 2010 Plan does not address the potential sports tourism opportunities that could be available at the Athletic Complex.

The proposed contract for an updated Parks and Recreation Master Plan would take 12 months to complete fully. The public engagement process would include advocacy strategies with key leadership and focus group interviews, youth surveys, and a statistically valid survey of Independence residents. Demographic and recreational trends will be analyzed, and a benchmarking analysis will also be included in the plan. Existing and future facilities and their levels of service will be reviewed and analyzed, including a review of the current number of parks, their locations, existing conditions and amenities. Geographic Analysis (GIS) mapping for all facilities and park locations will be included. Each park and recreation asset will be ranked and prioritized based on demand, opportunity studies and analysis.

As part of this analysis, a capital improvement plan and long-term strategies for funding and revenue opportunities will also take place. For recreation, all programming and recreation center operations and maintenance activities will be reviewed and analyzed. For the historic sites, an in-depth review of current operations, maintenance and capital funding needs will be reviewed in order to develop a long-term sustainability strategy for the preservation and upkeep of these historic landmarks. Finally, all the analysis and information will be

systematically included in an action plan and master development plan to ensure that the vision, mission, and goals and objectives for parks and recreation are viable and sustainable for the next ten-plus years. A Project Approach document has been prepared by the consultant which spells out the scope of work and deliverables, tasks and schedule for the project, along with the fee for updating the parks and recreation master plan.

Emergency Justification:

Fiscal Impact:

The fiscal impact to the City is \$362,460 to be funded as follows: \$119,340 from Tourism Fund (004) fund balance to account 0046063-5226 and \$243,120 from Parks Sales Tax (012) fund balance to account 0126041-5226. Approval of this item authorizes change orders up to ten (10) percent of the authorized amount, providing appropriations are available.

Council Action:

Department / Contact	Parks, Recreation and Tourism /
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REVIEWERS

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

ATTACHMENTS:

1. Quote - Pros Parks & Rec MP Dec 2024

Project Understanding

The City of Independence Parks, Recreation, and Tourism Department (“Department”) has a strong commitment to providing excellent parks and recreation services that add to the community’s quality of life. The City of Independence is committed to improving the community by providing a wide variety of activities, facilities and services that encourage health, fitness, relaxation, and learning; as well as providing opportunities for community involvement. As such, the City desires a Parks and Recreation Master Plan (“Master Plan”) that will provide direction to the City in its management and development of park properties and recreation programs for the next ten years.



Integral to the planning process is public engagement through a variety of methods to educate and engage the community about the future of the park, recreation, and community services. A system-wide approach to evaluating parks and recreation is desired to develop goals, policies, and guidelines with achievable strategies. The Plan will:

- **Maximize community engagement that is grounded in inclusive and accessible** to ensure the broad interests of the diverse community and stakeholders in Independence are heard and can help guide growth and development of parks and recreation sites, facilities, and programs.
- **Create a future strategy for parks, recreation, and greenspaces that is equitable to the entire community** regardless of socioeconomic, cultural, racial, or geographic differences, and provides fair community benefit to all.
- **Utilize a wide variety of data sources and best analytical practices** to predict trends and patterns of use, community impact, and how to address unmet needs in the City of Independence.
- **Enhance the environmental resiliency of Independence by leveraging parks and greenspaces** as green infrastructure that is equitably distributed throughout the community.
- **Shape the financial sustainability and organizational excellence** to achieve the strategic objectives, identify revenue opportunities, dynamic partnerships, and ensure future operational and maintenance needs are addressed.
- **Develop a dynamic and realistic action plan** that is based on unique levels of service, promotes health and safety, supports active lifestyles, builds community connectivity, and creates a road map to ensure long-term success and financial sustainability for Independence’s parks, recreation programs, and facilities.

The foundation of the Consulting Team’s approach is a creative and comprehensive public participation process. We will identify opportunities to engage people through a variety of community input processes. The information derived by the public’s participation in key leadership meetings, focus group meetings, public forums, and citizen-household surveys is important. However, it is equally important that the information received is applied to the overall planning process to accurately articulate the true unmet

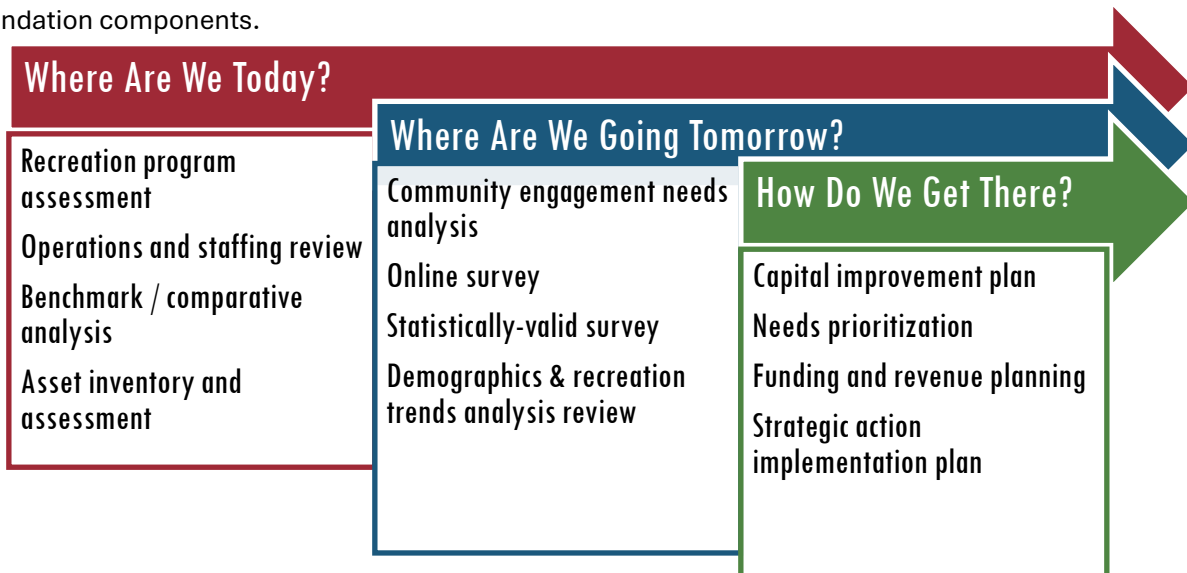
needs, address key issues, and provide the greatest recommendations and strategies to move the City's parks and recreation services forward for optimum results.

The PROS Consulting Team proposes to utilize its Community Values Model™ as the foundation of the Master Plan. The Community Values Model™ is an innovative process to utilize comprehensive public input and insight in a meaningful way. Input, guidance and values from key community leaders, stakeholders, and the public are used to create overall guiding principles and values of the community related to the delivery of parks and recreation services. The Community Values Model™ is then used as the basis for developing or reaffirming the vision, mission, and strategic objectives for the Master Plan. The strategic objectives address six unique areas of strategic planning including:



Key Steps in the Process

The Strategic Plan will create a clear set of objectives that will provide direction to the City of Independence for development and enhancement of the park system for a short-term, mid-term and long-term range. There are numerous steps in the project, with the following key areas of focus being foundation components.



Project Scope of Work

We propose a comprehensive planning approach to address the requirements of the Master Plan and will deliver a living and working document that provides guidance for both short-term and long-term goals in a financially sustainable and achievable manner. The following is a detailed approach to develop the Master Plan related to implementing specific action items.

Task 1 – Project Management, Progress Reporting & Data Review

A. Kick-off Meeting, Steering Committee Organization & Project Management - A kick-off meeting should be attended by the key Department staff and Consulting Team members to confirm project goals, objectives, and expectations that will help guide actions and decisions of the Consulting Team. Detailed steps of this task include:

- **Confirmation** – The project goals, objectives, scope, and schedule will be confirmed.
- **Outcome Expectations** – Discuss expectations of the completed project.
- **Communications** – Confirmation on lines of communication, points of contact, level of involvement by Department staff and local leaders, and other related project management details. Also, protocols and procedures for scheduling meetings should be agreed to.
- **Steering Committee** – The Consulting Team will work with staff who will gather contact information from a variety of sources to organize a steering committee working group to guide plan development.
- **Data Collection** – The Consulting Team will collect, log, and review key data and information to facilitate a thorough understanding of the project background.
- **Progress Reporting** – We will develop status reports to the Department on a bi-weekly basis through a schedule Zoom/Video conferencing. More importantly, we will be in close and constant contact with your designated project coordinator throughout the performance of the project. Lastly, the Consulting Team will meet with the Project Manager on important milestone dates during the planning process, which will be finalized at the kick-off meeting with specific dates outlined.
- **Prepare database of stakeholders** – We will work with the Department who will gather contact information from a variety of sources within the Department. This information will be used in the key leadership/focus group interview portion of the Master Plan.
- **Project Branding and Media Strategy** – We will work with the Department to develop a project brand for the plan. This could include specific Project Name, Logo, Hashtags etc. in conjunction with the client. The branding will be woven into all aspect of project communication and outreach mediums including, but not limited to, the website, online surveys, and Social Media such as the Department’s Facebook, You Tube, or Twitter feeds.

Task 2 – Public Process

Successfully engaging the community in this planning process will be a vital element for crafting a plan that is responsive to their needs and ultimately leads to support for implementation. No one understands a community better than those who live and work there, and our team will meet with the City to develop a comprehensive community outreach plan at the outset of the project. This plan document will define the goals, objectives, key messages, target audiences, issues under consideration, tools/methods, and outreach schedule. The plan provides the framework for our project team and the City to work together to achieve appropriate input and involvement throughout the planning process.

We will utilize a robust public input process to solicit community input on how the recreation system and programs meet the needs of residents in the future. This task is an integral part of the planning process.

A wide range of community/participation methods may be utilized with traditional public meetings. The Consulting Team will prepare a community outreach agenda to include the number and types of meetings which will be held. Also, a statistically valid needs assessment survey will be conducted to identify community needs and issues related to recreation programs and facilities. Specific tasks include:

A. Public Engagement/Advocacy Strategy – The public engagement process will work hand-in-hand with the development of an advocacy strategy for the Plan. This strategic process is something we design together as a client / planning team and will include but not be limited to the following keep aspects of the process:

- The need for personal one-on-one interactions with key community leaders and stakeholders
- The direct access and opportunity for participation for major partners and user groups
- The direct access and opportunity for the public to participate in multiple, iterative public workshops
- The combination of qualitative and quantitative engagement strategies
- The ability to meet the public “where they are”
- Facilitate at least two (2) public community meetings and workshops with focus groups (participants to be determined) as needed.
- A minimum of two (2) meetings with the Parks & Recreation Board, and two (2) presentations to the City Council.

B. Key Leadership/Focus Group Interviews – The Consulting Team will perform focus groups and key leadership interviews the community to evaluate their vision for parks and recreation in the Independence community. Six (6) focus group meetings and key leadership interviews, as well as with the City Council and Parks Board and other key leaders (up to 16) will be held over a two-day period. Also, during these interviews/focus groups, the Consulting Team will gain an understanding of the community values, as well as determine the priority for recreation facilities, parks, trails, and open space development needs of the Department. The following list of potential interviewees will be used to select the final list in conjunction with the Department:

- Elected Officials
- Key Business Leaders
- Arts Organizations
- Quality of Life Partners
- Independence Neighborhood Associations
- City Administration
- Key Partners/Philanthropic Organizations
- School officials
- Users and non-users of the parks and recreation system
- Seniors
- Youth sports groups



C. Youth Survey – Also, the Consulting Team can create an online survey distributed to youth through the local school district. These surveys will provide quantitative data and guidance in addition to the stakeholder and focus groups on regard to the recommendations for park amenities, specific programs, and facilities youth in the City would like to see developed.

D. Social Pinpoint Project Website – We can develop a customized project website through Social Pinpoint that will provide on-going project updates and will serve as the avenue to crowd-source

information throughout the project for the entire community. This could be combined with input through social media and could also host videos through a dedicated YouTube Channel and utilize the City's website. It has proven to be a highly effective tool in engaging the community on an on-going basis as well as maximizing outreach to an audience that may not traditionally show up at public meetings or choose to respond to a phone or mail survey.



- E. Public Forums/Workshops** – Public forums will serve to present information and gather feedback from citizens at large. It is important to have initial meetings early in the process and follow-up meetings during the final plan development process. It will be important to get maximum media exposure to inform citizens of the purpose and importance of the meetings and clearly note time and locations. We propose to conduct one (1) initial public forum to introduce the project and project goals, gain input for the community's vision and core values for the City's parks and recreation system, a second (2) workshop towards the end of the project as a final briefing and input opportunity on the draft plan. These meetings would be informal in nature, offering the public an opportunity to participate in the planning process and to provide feedback on the proposed options. The purpose of these meetings will be to ensure opportunities for the public to discuss their priorities and perceptions surrounding the parks and recreation system. The forums will also afford the opportunity to subtly educate the public on the opportunities, benefits, and constraints of the City's parks and recreation system.

Task 3 – Statistically Valid Survey and Online Survey

- A. Statistically-Valid Needs Analysis Survey and Online Survey** – Working with PROS Consulting and City of Independence staff to develop the content of the survey. ETC Institute will administer the survey by a combination of mail and online.

ETC Institute will mail the survey and a cover letter (on City letterhead) to a random sample of households in the City. Only one survey per household will be sent. Postage-paid envelopes will be provided by ETC Institute for each respondent. The City will provide a cover letter for the mailed survey. The cover letter will contain a link to an online version of the survey. Residents who receive the survey will have the option of returning the printed survey by mail or completing it on-line.

ETC Institute will follow-up with residents who receive the mailed survey by sending texts, postcards, and a second mailing (if needed) to maximize participation in the survey. ETC Institute's fees include printing and mailing up to 6,000 surveys and 6,000 postcards. The goal will be to obtain completed surveys from 600 residents. A sample of 800 completed surveys will provide results that have a margin of error of +/-3.5% at the 95% level of confidence at the City level. ETC Institute will ensure a statistically valid number of responses is collected from up to five geographic areas within the City.

ETC Institute will promote awareness of the survey using social media ads on Facebook and Instagram to encourage participation.

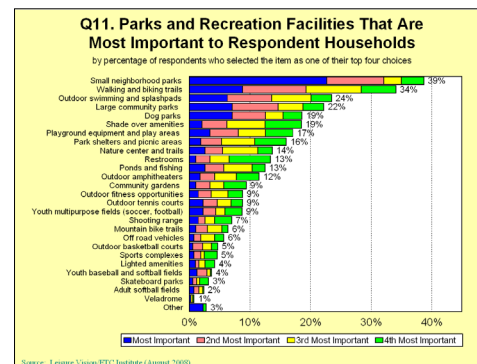
All respondents who complete the survey online will be required to provide their home address when they finish the survey. ETC Institute will match addresses from respondents who complete the survey online to the addresses that were selected for the random sample to ensure the participant is part of the random sample. If a respondent does not provide an address or the address is not part of the random sample, it will not be included.

ETC Institute will monitor the distribution of the sample to ensure that the sample reasonably reflects the demographic composition of the Parish with regard to geographic dispersion, age, gender, race/ethnicity and other factors. ETC Institute will weight the data as needed if one or more demographic groups is over/underrepresented relative to recent Census estimates for the City's population.

Upon completion of the collection of 800 completed surveys from randomly selected residents, ETC Institute can make the survey available to the general public for an additional fee. ETC Institute has provided fees for simply delivering these results in excel format or providing them in excel along with frequency tables and charts and graphs.

ETC Institute will submit a final report that at a minimum will include the following items:

- Formal report that includes an executive summary of the survey methodology and a description of major findings.
- Charts and graphs that show the overall results of each question on the survey.
- Benchmarking analysis showing how the City compares to other communities.
- Priorities-Investment Rating analysis that will identify the facilities and programs that should receive the highest priority for investment from the City.
- Cross-tabulations that show the results for key demographic group, and other variables as desired by the City
- Tabular data that shows the results for each question on the survey, including open ended questions.
- A copy of the survey instrument
- ETC Institute will submit the survey findings report in an electronic format. ETC Institute will also provide the raw data in an Excel database, or other format as requested by the City.



Task 4 – Community Profile

- A. Demographic & Recreation Trends Analysis** – We will review and interpret demographic trends and characteristics of Independence using information from existing City plans and other available

statistical information where appropriate and apply it to parks and recreation needs. We will also supplement with census tract demographic data obtained from Environmental Systems Research Institute, Inc. (ESRI), the largest research and development organization dedicated to Geographical Information Systems (GIS) and specializing in population projections and market trends; for comparison purposes data will also be obtained from the U.S. Census Bureau. This analysis will provide an understanding of the demographic environment for the following reasons:

- To understand the market areas served by the park and recreation system and distinguish customer groups.
- To determine changes occurring in the City and the region, and assist in making proactive decisions to accommodate those shifts.
- Provide the basis for Equity Mapping and Service Area Analysis

The City's demographic analysis will be based on US 2020 Census information, 2024 updated projections, and 5 (2029) and 10 (2034) year projections. The following demographic characteristics will be included:

- Population density
- Age Distribution
- Households
- Gender
- Ethnicity
- Household Income

From the demographic base data, sports, recreation, and outdoor trends are applied to the local populace to assist in determining the potential participation base within the community. For the sports and recreation trends, the Consulting Team utilizes the Sports & Fitness Industry Association's (SFIA) 2024 Study of Sports, Fitness and Leisure Participation, ESRI local market potential, as well as participation trends from the Outdoor Foundation on outdoor recreation trends.

- B. Benchmark Analysis** – A benchmark analysis can compare the Independence park system to five (5) other relevant peer agencies. The Consultant Team will work with the Department to identify the 15 key metrics to be surveyed and analyzed, as well as the benchmarked communities.

System	City Area (Sq. Miles)	Current Population of City/ Jurisdiction	Population Per Square Mile	Total Number of Parks and Greenways	Total Acres Owned or Managed by System	Total Developed Acres	% Acres Maintained to Total Park Acres	Total Park Acres Per 1,000 Pop.	Total Trail Miles
Olathe Parks and Recreation	60.4	130,045	2,152	35	1,998.4	1,952.8	98%	15.37	36.5
Carmel Clay Parks and Recreation	49.1	83,565	1,761	15	505.0	505	100%	6.04	16.0
Roseville Parks and Recreation	36.2	124,519	3,440	68	408.5	253	62%	3.28	
Frisco Parks and Recreation	62.4	128,176	2,054	36	1,509.0	671	44%	11.77	55.5
Overland Park Parks and Recreation	75.4	178,919	2,374	83	2,940.2	2,618	89%	16.43	90.1

Task 5 – Existing and Future Facilities – Analysis of Level of Service

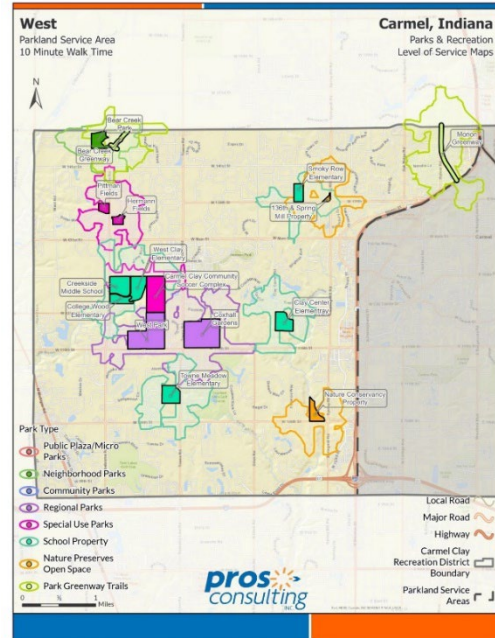
- A. Park and Open Space Existing Conditions** – The Confluence Team will visit each of the 34 park sites to review and document existing conditions. This review will include documenting the existing facilities at each park, noting general conditions (good, fair and poor) of each. In addition, a photo inventory of each park will also be included. All analysis information will be documented on a Park Inventory form for use by the city.

The Confluence Team review each of the 14 undeveloped park sites currently owned by the city and assess their potential for future development. This review will include a review of existing conditions noting areas of opportunity and areas of concern for park development as well as photo documentation of each site. Based on this review a recommendation will be made as to whether the land should be developed or sold off for private development.

- B. Site Concept Feasibility** – The Confluence Team meet with the city on the 40-acre site to review the existing conditions on the site and its opportunity to be developed into a multi-sport athletic complex. The team will then hold a programming workshop to develop a listing of the type and size of athletic fields to be considered in the complex. Based on this information the Confluence Team will develop 2-3 alternative concept plans for the facility. The plans will be reviewed with the city and revisions will be made to provide a final concept plan. Based on this plan the team will develop and range of construction costs for the complex for the city's use.
- C. Park Classifications and Level of Service Standards** – The Consulting Team will work with the Department to review and confirm, modify or add to existing park classifications, and preferred facility standards for all park sites, trails, open space amenities including common areas and indoor and outdoor facilities. These classifications will consider size, population served, length of stay, and amenity types/services. Facility standards include level of service standards and the population served per recreational facilities and park amenities. Any new or modified classification or standard will be approved as required. These are based on regional, statewide or nationally accepted parks and recreation standards, as well as the Consulting Team's national experience and comparison with peer/survey agencies. These standards will be adapted based on the needs and expectations of the City of Independence.

2020 Inventory - Developed Facilities										Current Facility Standards		Five Year Projected Facility Standards		
Amenities	Brookings Inventory	School Inventory	Other Inventory	Total Inventory	Current Service Level based upon population			Recommended Service Levels: Revised for Local Service Area			Meet Standard/ Need Exists	Additional Facilities/ Amenities Needed	Meet Standard/ Need Exists	Additional Facilities/ Amenities Needed
PARK TYPE:														
Mini/Pocket Parks	15.10		2.73	17.83	0.73	acres per	1,000	0.50	acres per	1,000	Meets Standard	- Acres(s)	Meets Standard	- Acres(s)
Neighborhood Parks	32.90			32.90	1.35	acres per	1,000	1.40	acres per	1,000	Need Exists	1 Acres(s)	Need Exists	3 Acres(s)
Community Parks	96.90			96.90	3.98	acres per	1,000	3.75	acres per	1,000	Meets Standard	- Acres(s)	Meets Standard	- Acres(s)
Special Use Parks	481.25		30.00	511.25	21.01	acres per	1,000	19.25	acres per	1,000	Meets Standard	- Acres(s)	Meets Standard	- Acres(s)
School Parks		7.26		7.26	0.30	acres per	1,000	0.29	acres per	1,000	Meets Standard	- Acres(s)	Meets Standard	- Acres(s)
Total Developed Park Acres	626.15	7.26	32.73	666.14	27.37	acres per	1,000	25.19	acres per	1,000	Meets Standard	- Acres(s)	Meets Standard	- Acres(s)
Undeveloped (Open Spaces)	71.80			71.80	2.95	acres per	1,000		acres per	1,000	Meets Standard	- Acres(s)	Meets Standard	- Acres(s)
Total Park Acres	697.95	7.26	32.73	737.94	30.32	acres per	1,000	25.19	acres per	1,000	Meets Standard	- Acres(s)	Meets Standard	- Acres(s)
TRAILS:														
Paved Park Trails	14.14			14.14	0.58	miles per	1,000	0.80	miles per	1,000	Need Exists	5.33 Mile(s)	Need Exists	6.27 Mile(s)
Natural Park Trails	6.70			6.70	0.28	miles per	1,000	0.40	miles per	1,000	Need Exists	3.03 Mile(s)	Need Exists	3.50 Mile(s)
Total Park Trail Miles	20.84			20.84	0.86	miles per	1,000	1.20	miles per	1,000	Need Exists	8.36 Mile(s)	Need Exists	9.77 Mile(s)
On Street Bicycle Trail Miles	8.00			8.00	0.31	miles per	1,000		miles per	1,000	Meets Standard	- Mile(s)	Meets Standard	- Mile(s)
OUTDOOR AMENITIES:														
Small Shelters	11.00	-		11.00	1.00	site per	2,212	1.00	site per	5,000	Meets Standard	- Sites(s)	Meets Standard	- Sites(s)
Large Shelters	8.00	-		8.00	1.00	site per	3,042	1.00	site per	5,000	Meets Standard	- Sites(s)	Meets Standard	- Sites(s)
Youth Baseball Fields	9.00	0.99		9.99	1.00	field per	2,436	1.00	field per	5,000	Meets Standard	- Field(s)	Meets Standard	- Field(s)
Adult Baseball Fields	1.00	0.33		1.33	1.00	field per	18,298	1.00	field per	20,000	Meets Standard	- Field(s)	Meets Standard	- Field(s)
Softball Fields	6.00	-		6.00	1.00	field per	4,056	1.00	field per	5,000	Meets Standard	- Field(s)	Meets Standard	- Field(s)
Rectangular Multi-Purpose Fields	20.00	0.99		20.99	1.00	field per	1,159	1.00	field per	4,000	Meets Standard	- Field(s)	Meets Standard	- Field(s)
Basketball Courts	10.00	1.32		11.32	1.00	court per	2,150	1.00	court per	2,500	Meets Standard	- Court(s)	Meets Standard	- Court(s)
Tennis / Pickleball Courts	12.00	-		12.00	1.00	court per	2,028	1.00	court per	2,500	Meets Standard	- Court(s)	Meets Standard	- Court(s)
Playgrounds	14.00	0.99	1.00	15.99	1.00	site per	1,522	1.00	site per	2,500	Meets Standard	- Site(s)	Meets Standard	- Site(s)
Sand Volleyball Courts	7.00	0.33		7.33	1.00	court per	3,320	1.00	court per	5,000	Meets Standard	- Court(s)	Meets Standard	- Court(s)
Dog Parks	1.00			1.00	1.00	site per	24,337	1.00	site per	30,000	Meets Standard	- Site(s)	Meets Standard	- Site(s)
Skateparks	1.00	-		1.00	1.00	site per	24,337	1.00	site per	40,000	Meets Standard	- Site(s)	Meets Standard	- Site(s)
Splashpads				-	1.00	site per	-	1.00	site per	20,000	Need Exists	1 Site(s)	Need Exists	1 Site(s)
Outdoor Pools	1.00	-		1.00	1.00	site per	24,337	1.00	site per	40,000	Meets Standard	- Site(s)	Meets Standard	- Site(s)
INDOOR AMENITIES:														
Indoor Recreation Space (Square Feet)	18,000.00		11,000.00	29,000.00	1.19	SF per person	2.00	SF per person	19,674	Square Feet	Need Exists	19,674 Square Feet	Need Exists	22,022 Square Feet
Indoor Special Use Space (Square Feet)	72,450.00			72,450.00	2.98	SF per person	2.75	SF per person	-	Square Feet	Meets Standard	- Square Feet	Meets Standard	- Square Feet
Indoor Aquatic Space (Square Feet)	-			-	-	SF per person	0.50	SF per person	12,169	Square Feet	Need Exists	12,169 Square Feet	Need Exists	12,756 Square Feet

D. Geographical Analysis through Mapping – The Consulting Team will work with the Department to determine appropriate GIS mapping. The Consulting Team can utilize GIS to perform geographical mapping to identify service area analysis for specific facilities and programs. This includes mapping by classification and major amenities by facility standards as applied to population density and geographic areas. Using the facility standards and service areas provided by the Consulting Team for each park and major facility type (amenity), a series of maps by each park classification and major amenities will be prepared. We can also prepare a map on a 10-minute walk to parks and trails.



Task 6 – Rank and Prioritize Demand and Opportunities

A. Rank and Prioritize Demand and Opportunities – The Consulting Team will synthesize the findings from the community input, standards, demographics and trends analysis, park and facility assessment, recreation services assessment and the service area mapping into a quantified facility and program priority ranking. This priority listing will be compared against gaps or surplus in recreation services, parks, facilities and amenities. This will list and prioritize facility, infrastructure, amenities, and program needs for the parks and recreation system and provide guidance for the Capital Improvement Plan. The analysis will include general land acquisition needs for the development of parks, open space, trails, and other recreational facilities.. The Consulting Team will conduct a work session with staff to review the findings and make revisions as necessary.

Facility/Amenity Priority Rankings	Overall Ranking
Multiuse paved trails (hiking, biking, walking)	1
Walking & biking trails	2
Open space conservation areas	3
Large community parks	4
Small neighborhood parks	5
Indoor aquatic facility	6
Multiuse unpaved trails (hiking, biking, walking)	7
Indoor exercise facility	8
Community center (multiuse space for events & activities)	9
Playgrounds	10
Outdoor swimming pools / water parks / splash pads	11
Performing arts center	12
Off leash dog park	13
Shaded play areas	14
Park benches along paths	15
Historic preservation of Old School House	16
ADA / senior accessible walking trails	17
Indoor basketball / volleyball courts (indoor gyms)	18
Outdoor multiuse courts (basketball, pickleball, tennis, artificial ice skating rink)	19
Environmental education center	20
Picnic areas & shelters	21
Outdoor exercise / fitness area	22
Natural type play structures for children	23
Bocce ball	24
Bike park	25
Community gardens	26
Lighted rectangular sports fields (football, rugby, soccer)	27
Lighted diamond sports fields (baseball, softball)	28
Mountain biking trails	29
Disc golf	30
Skateboarding parks	31

B. Capital Improvement Plan – The Consulting Team recommends the development of a three-tier capital improvement plan that will assist the City in the inevitable and continuous rebalancing of priorities and their associated expenditures. Each tier reflects different assumptions about available resources.

- The **Sustainable Alternative** has plans for prioritized spending within existing budget targets and focuses on deferred maintenance and lifecycle replacement of assets and amenities within the existing parks system. The intention of this alternative is to refocus and make the most of existing resources with the primary goal being for the City to maintain high quality services.
- The **Expanded Services Alternative** describes the extra services or capital improvement that should be undertaken when additional funding is available. This includes strategically

enhancing and renovating existing parks and facilities to better meet the park and recreational needs that would require additional operational or capital funding. In coordination with the City Council, the Department would evaluate and analyze potential sources of additional revenue, including but not limited to capital bond funding, partnerships, grants, and existing or new taxes.

- The **Visionary Alternative** represents the complete set of services and facilities desired by the community. It is fiscally unconstrained but can help provide policy guidance by illustrating the ultimate goals of the parks and recreation system and by providing a long-range look to address future needs and deficiencies. In the Master Plan, the Visionary Alternative addresses complete renovations of aging parks and facilities and the development of new parks and facilities. Funding for visionary projects would be derived from partnerships, private investments, and new tax dollars.

C. Funding and Revenue Strategies – Funding strategies will be developed based in part to our review and analysis, as well as the national experience brought by the Consulting Team. The Consulting Team has identified numerous funding options that can be applied to the Master Plan based on the community values. The funding strategies to be evaluated for recommendations will include at a minimum:

- Fees and charges, options and recommendations.
- Endowments/non-profits opportunities for supporting operational and capital costs.
- Sponsorships to support programs, events, and facilities.
- Partnerships with public/public partners, public/not-for-profit partners, and public/private partnerships.
- Dedicated funding sources to support land acquisition and capital improvements.
- Development agreements to support park acquisition, open space and park and facility development.
- Earned Income options to support operational costs.
- Land or facility leases to support operational and capital costs.
- Identify grant opportunities and resources to construct parks and facilities identified in the Master Plan including suggested timelines.

Task 7 – Analysis of Programs, Services and Operations

A. Recreation Program Analysis – Recreation programs and special events are the backbone of park and recreation agencies. This assessment will review how well the recreation system aligns itself with community needs. The goal of this process is to provide recreation program enhancements that result in successful and innovative recreation program offerings. The Consulting Team will provide insight into recreation program trends from agencies all around the country. The process includes analysis of:

- Age segment distribution
- Lifecycle analysis
- Core program analysis and development
- Similar provider analysis/duplication of service
- Market position and marketing analysis
- User fee analysis for facilities and programs/services
- Review of program development process

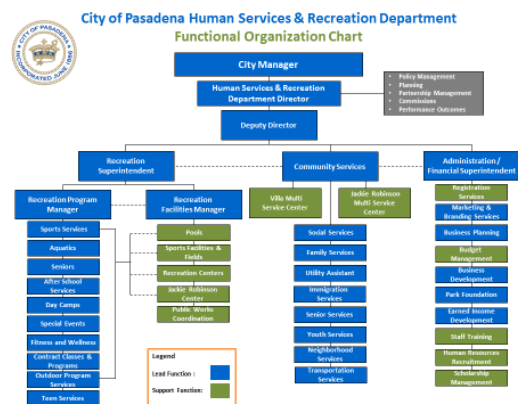
- Backstage support, or service systems and agency support needed to deliver excellent service.

Ultimately, the outcome of the process will be the creation of a dynamic recreation program plan that results in increased registration, drives customer retention and loyalty, improves customer satisfaction, and increases revenues. Additionally, it will help focus Department efforts in core program areas and create excellence in those programs deemed most important by program participants.

Also, recommendations on new recreation software will be made along with recommendations on theatre groups as it relates to future programming and operations. Lastly, specific recommendations for maximizing our current recreation center operations and programs as well as recommendations on how best to deal with the outsourced sports associations utilizing the City's ballfields will be made.

- B. Recreation Center Feasibility Study Findings** – We will incorporate findings from the already completed Recreation Center Findings and Recommendations into the Master Plan document.
- C. Operational and Maintenance Review** – We will also conduct an analysis of the current practices of the Department to evaluate its operational situation delivery of operations and maintenance. This analysis will identify future Department organization and staffing needs, improved operational efficiencies, policy development, process improvements, partnership policies, system and technology improvements, and marketing/communication opportunities. This task will include maintenance and staffing recommendations in a comprehensive manner. This will include data collection, analysis and on-site observations of key organizational components in the following areas:

- Inventory of services
- Maintenance and Operating Standards
- Organizational Design and Staffing
- Customer service
- Staffing levels
- Current partnership policies
- Field equipment/resources
- Service contracts
- Workload requirements
- Procedure manuals
- Existing policy and procedures management
 - This will include a Department wide document for policies and procedures.
- Performance measures and indicators
- Information systems and technology
- Marketing and communications
- Identify and expand partnerships/volunteer support for facilities and services
- Review and suggest new rules and regulations related to parks



Task 8 – Historic Facility Strategic Management Plan

The goal of this work is to develop a plan for the long-term sustainability of each historic site as a community asset. The Consulting Team will review and assess the physical and economic condition of the City's eight historic sites (including, among others, the Vaile Mansion, Bingham Waggoner Estate, Chicago-Alton Depot, 1827 Log Courthouse, Firehouse One, etc.). We will conduct the following tasks:

- A. Operational Understanding** – We will work with City staff and volunteers to gain an understanding of operating costs and revenues associated with each historic site. We want to understand what works well, what doesn't work well; we will look for efficiencies to build on or to create as necessary.
- We anticipate at least one meeting with City staff to review each historic facility from their perspective and to gather from them information they have on operations, expenses, and repair costs. We anticipate meetings with multiple volunteer groups to hear from them about their experiences working with these historic facilities.
- B. Repairs and Maintenance** – We will work with City staff and volunteers to identify deferred maintenance issues, any needed repairs, ongoing annual maintenance costs and any other capital improvement needs associated with each historic site individually and as a collection. The goal of this task is to estimate costs associated with any needed capital improvements and ongoing maintenance to create a full picture of the funding needs of the historic site collection.
- We anticipate touring each historic facility with City staff to review and discuss improvement needs.
- C. Strategic Management Plan** – We will deliver the Historic Facility Strategic Master Plan as a distinct section of the Parks and Recreation Master Plan that can also stand on its own as a standalone document. We will host a meeting with City staff to present the draft Historic Facility Strategic Master Plan and will finalize the plan based on feedback from City staff. Specifics include the following deliverables:
- Existing Conditions: We will host a meeting with City staff to review the work assembled in the foregoing tasks. We will walk through existing operations, costs, revenues, repair and maintenance needs.
 - Revenue and Funding Strategies: Building on this work, we will recommend strategies for raising funds (growing revenue) to support ongoing operations of the historic sites. We will review grant-funding opportunities or other public financing strategies to find ways in which to generate revenue to support the ongoing operations and maintenance needs of these historic sites.
 - We will meet with City staff to review potential strategies and preliminary recommendations.
 - Ownership Structure: In light of the foregoing analysis and revenue strategy development, we will recommend any ownership structure changes that may facilitate the long-term sustainability of the historic sites as community assets.

Task 9 – Action Plan & Master Plan Development

The Master Plan will be framed and prepared through a series of workshops with Department staff. The overall vision and mission statements will be affirmed or modified, and direction for the Department will be established along with individual action strategies that were identified from all the research work completed.

Key recommendations and tactics that support each action strategy to its fullest potential will be outlined in a strategy matrix with priorities, timelines, measurement, and teams within the Department or external partners to focus on. Specific tasks include:

- A. Develop Vision, Mission and Goals/Objectives** – The supporting vision and mission statements will be affirmed or developed with senior Department staff in a work session. Following this effort, goals/objectives and policies will be established and prioritized. A status briefing will be presented to gain input and consensus on direction.
- B. Strategic Action Plan** - Upon consensus of all technical work, the remaining action plan will be completed with supporting strategies, actions, responsibilities, priorities/timelines, and cost estimates. These strategies will be classified as short-term, mid-term or long-term strategies and priorities. This will be reviewed with senior Department staff in a half-day workshop. The Consulting Team will propose a prioritization schedule and methodology used on successful plans across the United States from their work. Action plans will be established in the following key areas:
 - **Park Development and Improvements** – Recommendations that provide for short and long-term enhancement of park development, improvements, and land acquisition in the City.
 - **Park and Facility Operational Management** – Recommendations that provide for short and long-term enhancement of park and facility operational management practices of the City.
 - **Programs and Services** – Recommendations that provide for short and long-term development and delivery of programs and services provided by the Department, including opportunities to improve partnerships.
 - **Financial and Budgetary Capacity Development** – Recommendations that provide for short and long-term enhancement of the financial and budgetary capacity of the Department related to facilities and lands.
 - **Policies and Practices** – Specific policies and practices for the Department that will support the desired outcomes of this Master Plan will be detailed.
- C. Draft Report Preparation and Briefings**– The Consulting Team will prepare a draft Plan with strategies taking into account all analyses performed and consider the fiscal and operational impacts to the Department. The recommendations and prioritization of needs will be reviewed and discussed with the Parks and Recreation Board and City Council. One electronic copy for public information.
- D. Final Plan Presentations, Preparation, and Production** – Upon comment by all vested City staff the City Council and Parks and Recreation board, and the community, the Consulting Team will revise the Draft Plan to reflect all input received. The Consulting Team will prepare a final summary report and present it to the City Council for final approval and adoption. The final plan will be prepared with a Summary Report delivered along with associated appendices (technical reports). Five (5) color reproducible copies of the final plan and an electronic copy in PDF format will be delivered.

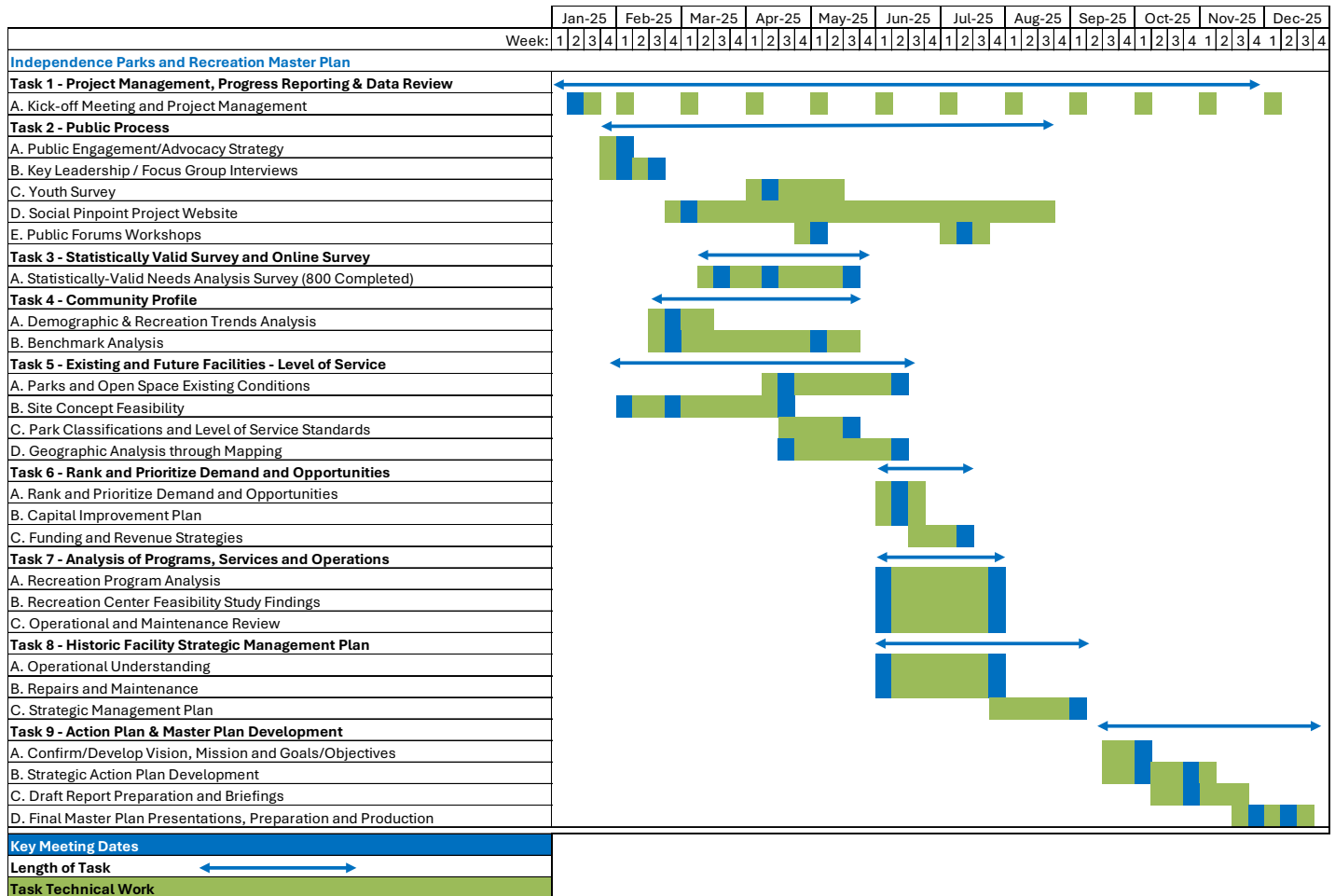
Meetings: Meetings with staff. Presentations to the City Council and Parks and Recreation Board (one for the draft plan and one for the adoption of the final plan). The Consulting Team will meet with staff to review changes.

Deliverables: Final deliverables include the following:

- The Master Plan must include written goals, objectives, policy statements, a financial and action plan that articulate a clear vision and “roadmap” and model for the Independence Parks & Recreation Department’s future.

- A summary of existing conditions, inventories and system-wide metrics, distribution metrics, population demographics and outcome metrics.
- Charts, graphs, maps, and other data as needed to support the plan and its presentation to the appropriate audience.
- Meetings with city staff, park board, park partners and other key stakeholders for required adoption of the Master Plan.

Schedule



Fees

Task 1 - Project Management, Progress Reporting & Data Review	
A. Kick-off Meeting and Project Management	\$ 16,100
Subtotal Dollars	\$ 16,100
Task 2 - Public Process	
A. Public Engagement/Advocacy Strategy	\$ 740
B. Key Leadership / Focus Group Interviews	\$ 9,320
C. Youth Survey	\$ 1,500
D. Social Pinpoint Project Website	\$ 7,000
E. Public Forums Workshops	\$ 8,750
Subtotal Dollars	\$ 27,310
Task 3 - Statistically Valid Survey and Online Survey	
A. Statistically-Valid Needs Analysis Survey (800 Completed)	\$ 28,480
Subtotal Dollars	\$ 28,480
Task 4 - Community Profile	
A. Demographic & Recreation Trends Analysis	\$ 3,750
B. Benchmark Analysis	\$ 4,500
Subtotal Dollars	\$ 8,250
Task 5 - Existing and Future Facilities - Level of Service	
A. Parks and Open Space Existing Conditions	\$ 36,560
B. Site Concept Feasibility	\$ 21,560
C. Park Classifications and Level of Service Standards	\$ 6,760
D. Geographic Analysis through Mapping	\$ 4,600
Subtotal Dollars	\$ 69,480
Task 6 - Rank and Prioritize Demand and Opportunities	
A. Rank and Prioritize Demand and Opportunities	\$ 2,960
B. Capital Improvement Plan	\$ 9,380
C. Funding and Revenue Strategies	\$ 5,760
Subtotal Dollars	\$ 18,100
Task 7 - Analysis of Programs, Services and Operations	
A. Recreation Program Analysis	\$ 18,680
B. Recreation Center Feasibility Study Findings	\$ 2,960
C. Operational and Maintenance Review	\$ 13,840
Subtotal Hours	204
Subtotal Dollars	\$ 35,480
Task 8 - Historic Facility Strategic Management Plan	
A. Operational Understanding	\$ 29,460
B. Repairs and Maintenance	\$ 37,460
C. Strategic Management Plan	\$ 52,420
Subtotal Dollars	\$ 119,340
Task 9 - Action Plan & Master Plan Development	
A. Confirm/Develop Vision, Mission and Goals/Objectives	\$ 2,960
B. Strategic Action Plan Development	\$ 11,320
C. Draft Report Preparation and Briefings	\$ 11,320
D. Final Master Plan Presentations, Preparation and Production	\$ 14,320
Subtotal Dollars	\$ 39,920
TOTAL DOLLARS	\$ 362,460

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to issue a purchase order to OTC Services Inc. in the amount of \$5,193,820.00, for Substation S Transformers for the Power & Light Department.

Recommendations:

Council to approve the issuance of a purchase order.

Background:

Substation S will be designed to serve the Northpoint and other developments in the Little Blue Parkway corridor. Preliminary substation site studies are being proposed to determine the viability of the Sub S substation site. While the site has yet to be determined, procurement of major equipment and materials with long lead times can proceed. The proposed purchase price includes two 50 MVA 69/13 kV power transformers, shipping, delivery, testing, and startup.

In addition to the review by both IPL Transmission & Distribution and Engineering Divisions, Toth and Associates were hired to perform a technical review of the transformer bids. The Toth report showed OTC to be the lowest cost vendor and met the technical requirements. The Toth report is part of the supporting documents for this council item.

The Procurement Division of the Finance and Administration Department issued Invitation to Bid ("ITB") #24029 on May 31, 2024. The ITB was publicly available through the e-bidding service provider, Public Purchase. There were (176) potential bidders notified, of which (35) downloaded the bid. This process resulted in four bids subject to review. Two were determined as non-responsive, and the remaining two were subjected to the IPL and Toth & Associates review.

OTC Service's bid of \$5,193,820.00 is \$1,293,820.00 above the engineering estimate for similar units recently purchased of \$3,900,000.00.

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

Emergency Justification:**Fiscal Impact:**

The fiscal impact to the City is \$5,193,820.00. Funding for the Substation S Transformers was included in the fiscal year 23/24 adopted budget, page number 253, project account number 0207020-5406-202314-C, Construction of New Substation S, IPL Fund 020 and in fiscal year

24/25 proposed budget, page number 271, project account number 0217021-5406-202314-C, Construction of New Substation S, IPL Fund 021.

Council Action:

Department / Contact	Power and Light /
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REVIEWERS

Khristina Irvine
Joseph Hegendeffner
Nancy Cooper
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Revision five (5) of OTC Proposal for the City of Independence for Substation S Transformersdependence Proposal
2. Sub S Transformer Bid Tabulation
3. Toth IPL_Sub S_Power Transformer Bid Tabulation
4. Toth Letter of Recommendation - Sub S Transformers
5. Management Analyst Approval Memo for Substation S Transformers Purchase

Proposal for
City of Independence

REF: Bid #24101



OTC Contact: Jeff Johnston

Phone: 330-871-2444

Email: jjohnston@otcservices.com

Proposal Reference
Number: 24101 REV5



**Powering your
transformer needs**

with experience,
craftsmanship, and
technology.



CUSTOMER: CITY OF INDEPENDENCE

DATE: 12/06/2024

TECHNICAL DESCRIPTION: NEW MANUFACTURE OF (2) TRANSFORMERS

OEM: OTC

30/40/50//56.11 MVA

CLASS ONAN/ONAF/ONAF @ 55/65°C RISE

3 PHASE

60 HERTZ

HV: 69Δ kV

350 kV BIL

No Load Taps: +/- 2 x 2.5%

LV: 13.8Y/7.967 kV with LTC

110 kV BIL

+/- 16 Pos of 0.625% (Full capacity)

7.5 %IZ @ 30 MVA and 69-13.8 kV connected Rated Voltage Tap.

I. TRANSPORTATION, RIGGING, AND FIELD SERVICE OPTIONS

\$84,400(Each) – Budgetary Price for outbound freight from OTC Services in Louisville, OH to Independence, MO. Unit to ship oil filled, less HV bushings, less LV throat, less arresters, and less radiators. Free and clear access must be provided for unloading purpose; any delays may result in additional charges. 3-axis GPS impact recorder to be provided. Does not include bad weather provisions. Actual pricing will be charged at cost plus 10%

\$55,000(Each) – Budgetary Price for on-site crane services for unloading of transformers and placing onto the pad. Free and clear access must be provided (35 ft.). This price does not include a jack and slide of the transformer onto the pad. Actual pricing will be charged at cost plus 10%

\$36,078(Each) – Budgetary Price for assembly of transformer, top off oil and field-testing. Free and clear access to the substation is required. Labor to be non-union. The price is based on a 3-man crew minimum, 7 days a week, 10-12-hour workdays. Pricing does not include cold weather processing or site-specific training.

- Storage options are available upon request.

II. MANUFACTURING SERVICES & OPTIONS

\$2,400,527(Each) - This proposal includes the complete design and manufacturing of a new three phase transformer according to the latest ANSI/IEEE standards and customer supplied specification. Transformers to be manufactured in Louisville, Ohio with all workmanship and material of the highest quality. All material shall be free of defects affecting appearance, serviceability, fit form, or function of equipment. OTC Services is a certified ISO 9001:2015 facility. The transformer will be of copper conductor, circular disc design with all insulation materials being of Weidmann. Details of the transformer can be found under "Manufacturing Technical Work-Scope" in this proposal.

Lead Time: Quarter 1 of 2028.

***Lead time quote is at time of proposal. Actual lead time may vary depending on workload.**

(Option) \$20,905 – Spare Part Lot – HV/LV Bushing, HV Arrester, PRD, SPR, & Gasket Kit.

Gtd. No Load Loss: 19.8 kW @ 100% Rated Voltage
Gtd. Load Loss: 82.5 kW @ 30 MVA, at 69-13.8 kV Connection Rated Voltage Tap and 75°C
Gtd. Aux. Loss: 2.2 kW @ 56 MVA

III. MANUFACTURING TECHNICAL WORK-SCOPE

1. Tank:
 - a. Tank to be absolutely oil tight with all fittings in place.
 - b. All seams and joints to be welded inside and out.
 - c. Tank cover shall be sloped to prevent water from standing on the cover.
 - d. Ground Pads to be located at base.
 - e. Core ground(s) to be insulated with a NEMA box for ease of checking core ground(s).
 - f. Welded lid with lugs for future lid removal.
 - g. Raised bolted manhole (2) cover with 20" min. access point(s).
 - h. Tank to be pressured tested and rated for full vacuum.
 - i. New gaskets include Nitrile, Cork/Nitrile & Viton where required.
 - j. Jacking pads with at least 16" clearance to bottom of the base with skid plates to be installed.
 - k. Fall protection plate to be mounted on lid.
2. Cooling:
 - a. New galvanized removable radiators with associated shut-off valves shall be provided.
3. Tank Finish:
 - a. Tank to be properly prepared, primed and painted per the customer supplied specification.
 - b. Touch up paint to be provided.
4. Tank Accessories:
 - a. The nameplate shall be stainless steel with contrasting etching with appropriate nameplate data mounted onto the tank wall.
 - b. The following gauges will be provided:
 - i. Liquid Level indicator.
 - ii. Liquid temperature indicator.
 - iii. Winding temperature.
 - iv. Mechanical pressure relief device.
 - v. Rapid Pressure relay to be provided.
 - vi. Pressure vacuum gauge to be provided.
 - vii. A weatherproof control cabinet with provision for padlocking.
 - viii. Gas-sampling valve.
 - ix. All wires and leads on the exterior shall be enclosed in rigid metallic conduit. No wires or leads shall be left exposed to the elements unless specifically designed for the environment and the owner approves.
5. DETC:
 - a. 5 position tap changer to be provided.
 - b. Handle location to be shown on approval drawings.
6. Bushings:
 - a. Shall be light gray ANSI color No. 70
 - b. HV Bushings to be draw lead with 350 BIL rating.
 - i. Reference: ABB or Pcore

- ii. Amp: 1200
 - iii. kV: 69
 - c. LV Bushings to be bottom connect with 110 BIL rating.
 - i. Reference: ABB or Pcore
 - ii. Amp: 3000
 - iii. kV: 15
 - d. NEMA 4-hole terminals to be provided.
- 7. Current Transformers:
 - a. CT's to be provided as requested in customer supplied specification.
- 8. Arresters:
 - a. HV:
 - i. ABB or Ohio Brass
 - ii. Type: Q054SA042A or EVP0042003001
 - iii. 42 kV MCOV
- 9. Oil:
 - a. Type II mineral oil to be provided.
 - b. Transformer to ship with nitrogen blanket.
 - c. Nitrogen Preservation System to be included.
- 10. Core and Coil
 - a. Transformer windings shall be suitable clamped with mechanical means to prevent shifting under short circuit conditions.
 - b. Core design to be step lap.
 - c. Core to be circular construction.
- 11. Load Tap Changer
 - a. Reinhausen RMV-II load tap changer installed in a separate tank mounted on the main transformer tank.
 - b. Reinhausen MD3 drive cabinet to be provided.
 - c. LTC shall provide automatic and manual tap changing under load while maintaining load continuity during the transitions between positions and designed to minimize arcing. Contacts shall be self-aligning with copper-tungsten arcing surfaces.
 - d. Voltage regulation shall be plus 10% and minus 10% in 32 5/8% steps (16 above and 16 below) rated voltage.
 - e. Contact life shall be warranted for a minimum 500,000 operations at full load current.
 - f. Operations counter located in the control cabinet to record tap changes.
 - g. Liquid level indicator with low level alarm contacts.
 - h. Raise and lower switches for manual operation.

IV. PROCESSING & CORE/COIL ASSEMBLY

1. The completed core and coil assembly will be thoroughly dried through the use of heat and vacuum until an insulation power factor of less than 0.5% is achieved.
2. All Core Grounds shall be insulated instead of "spark plugs".
3. The fully assembled transformer shall be pressure tested and monitored for 24 hours.

V. TESTING

1. All tests performed on the transformer shall be in accordance with the latest revision of ANSI/IEEE specifications (ANSI C57.12.00, ANSI C57.12.90).

VI. CLARIFICATIONS AND EXCEPTIONS

1. Freight, Crane, and Field Service Price to be determined at time of shipment.
2. Customer Purchase Order must reflect OTC Proposal Reference Number.
3. Proposed delivery is based on what we know at the time of quote date but is subject to change.
4. Terms and Conditions must be approved by each party prior to acceptance of purchase order.
5. OTC Services is not responsible for consequential or liquidated damages. OTC will only honor costs initiated after OTC Services authenticates a warranty claim.
6. Actual calculations for short circuit analysis utilizing the Anderson Program can be provided at time of design completion.
7. OTC Services will be taking exception to firm pricing and will be offering escalated pricing.
8. Drawings to be submitted 40 to 44 weeks ARO.
9. Lead times are based on current shop load.
10. Cancellation Charges Apply as Follows:
 - 25% - Engineering Complete
 - 50% - Purchasing Complete
 - 75% - Material Received
 - 100% - Within 6 weeks of acknowledged shipment date.

VII. PRICING TERMS

FOB: DESTINATION

Price Validity: 1/15/25

Payment term: 25% with Purchase Order, 25% with drawing submittal, 40% after completion of factory testing, 10% at completion of field testing. Net 30 days. Not to exceed 60 days after delivery. This payment schedule may be negotiated.

No Sales or use taxes have been calculated on any of the pricing provided. The Customer will be responsible for any taxes associated with the purchase of this service contract or shall supply a tax-exempt certificate for our records.

Pricing to be subject to cost-based escalation in comparing actual incurred costs to initial bid costs. OTC uses the Bureau of Labor Statistics (series ID: PCU335311335311) for the purpose of calculating escalation cost for long term contracts. Escalation cost will be calculated from the date the order is released for production.

GENERAL TERMS AND CONDITIONS OF SALE

The Terms and Conditions of Sales set forth herein, and Supplements which may be attached hereto, including but not limited to the Terms and Condition set forth at <http://otcservices.com> (collectively "Agreement"), constitute the full and final expressions of the contract for repairing, and/or refurbishing equipment (hereinafter referred to as the "Equipment") and/or providing services (hereinafter referred to as the "Services"), as described in the quotation between OTC Services (hereinafter referred to as "Seller") and the Customer and supersedes all prior quotations, purchase orders, correspondence or communications whether written or oral between the Seller and the Customer notwithstanding any contrary language in the Customer's purchase order or other acceptance. Customer shall be bound by these Terms and Conditions of Sales when it returns a purchase order or otherwise indicates acceptance of this contract, or when it accepts delivery from Seller of the Equipment or agrees to have Seller proceed with Services.

ACCEPTANCE OF THE CONTRACT IS EXPRESSLY LIMITED TO ACCEPTANCE OF THE TERMS AND CONDITIONS OF SALES AS SET FORTH IN THE ABOVE PARAGRAPH AND ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY CUSTOMER ARE REJECTED UNLESS EXPRESSLY AGREED TO IN WRITING BY SELLER.

No contract shall exist except as herein provided. No statement, representation or warranty not contained herein shall be binding on the Seller unless made in writing by an officer or other authorized representative of the Seller. Prior dealing, usage of the trade or a course of performance shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party had knowledge of the nature of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used herein, the definition contained in the Code shall apply.

1. Orders

All orders are subject to acceptance by an authorized representative of Seller, OTC Services, Louisville, OH. The prices, charges, discounts, terms of sale and other provisions referred to or contained in this Agreement shall apply to any and all Equipment and Services as listed on the accompanying sales order.

2. Inspection and Acceptance of Products

Customer agrees that it shall inspect the Equipment immediately after receipt and promptly (in no event later than fifteen (15) days after receipt) notify Seller in writing of any claimed non-conformity or defect. Customer further agrees that failure to give such prompt notice, or the initial energization of the equipment ("Delivery Date") shall constitute acceptance. Acceptance shall be final and Customer waives the right to revoke acceptance for any reason, whether or not known by Customer at the time of such acceptance. The giving of any such notice by Customer shall automatically cause the provisions of Seller's warranty to apply and govern the rights, obligations and liabilities of the parties with respect to such claimed non-conformity or defect. Under no circumstances shall rejection give rise to any liability of Seller for incidental or consequential damages or losses of any kind. Seller does not guarantee that it will accept returned goods. Customer is responsible for all return shipping costs and risk of loss until the returned equipment is delivered to and accepted at Seller's place of business.

3. Warranty

Seller warrants that equipment delivered by it will be of the kind and quality described in the order or contract accepted by Seller, and will be free of material defects in workmanship and material supplied by Seller as of the delivery date, which warranty shall be effective for a period of twelve (12) months for repaired and refurbished equipment, or for a period of sixty (60) months for new equipment (the "Equipment Warranty Period"). Seller further warrants that the Services provided by it will be of the kind and quality described in the order or contract accepted by Seller and will be free of material defects in workmanship as of the date of completion of the performance of the Services and for a period of twelve (12) months for any parts supplied by and Services performed by Seller (the "Services Warranty Period") (collectively the "Warranty Period"). Should any failure to conform to this warranty appear within the Warranty Period, Customer shall provide Seller prompt written notification thereof within five (5) business days after first knowledge of such nonconformance, which notice shall include substantiation that the Equipment that is the subject of such warranty claim has been stored, installed, operated and maintained in accordance with Seller's recommendations and standard industry practice. Seller shall correct such nonconformities, at its option, either by repairing any defective part or parts or by supplying a repaired or replacement part or parts F.O.B. Seller's factory. In no event shall Seller's liability for warranty of parts which are not manufactured by Seller, be greater than the warranty liability assumed by the supplier or manufacturer of such component parts.

In no event shall it be the responsibility of the Seller to ensure and/or provide access to the equipment for the purpose of repairing any claimed defect, nor shall Seller be responsible for the removal, disassembly, replacement or reinstallation of any equipment, materials or structures to the extent necessary to permit Seller to perform its warranty obligations. Nor shall Seller be responsible for transportation costs to and from the Seller's factory or repair facility. It shall be the responsibility of the Customer to ensure and provide access for Seller to repair any defect and shall be the responsibility and expense of the Customer to facilitate the removal, disassembly, replacement, or reinstallation of any equipment. If Customer wants to test an item to determine if a problem is covered by warranty, the conditions of any tests shall be mutually agreed upon and Seller shall be notified of, and may be present at, all tests that may be made.

The foregoing warranties are valid only if the Equipment is stored, installed, operated and maintained in accordance with all reasonable instructions of Seller and with standard industry practice. The foregoing warranties will not apply to defects that result from misuse, alteration, abuse, negligence, accident, acts of God, sabotage, improper assembly, installation, application, circuit protection, maintenance, or repair of the Equipment by Customer or others. The warranties also will not apply if, without Seller's consent, the Equipment is subjected to tests other than those specified by Seller. The warranties shall not apply to Equipment or parts thereof which have been altered or repaired outside of Seller's place of business, without prior written authorization. Should Customer elect not to implement the full scope of repairs or services recommended by Seller, Seller

makes no warranty and assumes no liability for any subsequent failure of such Equipment. Maintenance and ordinary wear and tear of parts are not covered by this warranty and are the sole maintenance responsibility of Customer.

THE WARRANTIES SET FORTH IN THIS PROVISION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER STATUTORY, EXPRESS OR IMPLIED (INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE). THE REMEDIES PROVIDED ABOVE ARE THE CUSTOMER'S SOLE REMEDIES FOR ANY FAILURE OF OTC SERVICES TO COMPLY WITH ITS OBLIGATIONS. CORRECTION OF ANY NON-CONFORMITY IN THE MANNER AND FOR THE PERIOD OF TIME PROVIDED ABOVE SHALL CONSTITUTE COMPLETE FULFILLMENT OF ALL THE LIABILITIES OF SELLER WHETHER THE CLAIMS OF THE CUSTOMER ARE BASED IN CONTRACT, IN TORT, (INCLUDING NEGLIGENCE) OR OTHERWISE WITH RESPECT TO OR ARISING OUT OF THE EQUIPMENT FURNISHED HEREUNDER.

4. Limitations of Liability and Indemnities

(a) THE CUSTOMER AND SELLER AGREE THAT ANY ACTION IN RELATION TO AN ALLEGED BREACH OF THE AGREEMENT SHALL BE COMMENCED NO LATER THAN THE DATE OF THE EXPIRATION OF THE WARRANTY PERIOD WITHOUT REGARD TO THE DATE THE BREACH IS DISCOVERED. ANY ACTION NOT BROUGHT WITHIN THE WARRANTY TIME PERIOD SHALL BE BARRED WITHOUT REGARD TO ANY OTHER LIMITATIONS PERIOD SET FORTH BY ANY LAW OR STATUTE.

(b) Unless otherwise agreed in writing by a duly authorized representative of Seller, Equipment sold hereunder is not intended for use in connection with any nuclear facility or activity. If so used, Seller disclaims all liability for any nuclear damage, injury or contamination, **and to the extent permitted by law** Customer shall indemnify, hold harmless, and defend Seller against any such liability, whether as a result of breach of contract, warranty, tort (including negligence) or otherwise.

(c) **In no event to the extent permitted by law**, whether as a result of breach of contract, warranty, tort (including negligence) or otherwise, shall Seller or its suppliers be liable for any special, consequential, incidental, punitive, or penal damages including, but not limited to, loss of profit or revenues, loss of use of the products or any associated equipment, damage to associated equipment, cost of capital, cost of substitute products, facilities, services or replacement power, downtime costs, or claims of Customer's customers for such damages, even if Seller is advised or should have known of the possibility of such damage or loss. If Customer transfers title to or leases the item repaired and/or refurbished by Seller, or serviced or otherwise sold to Customer by Seller, to any third party, Customer shall obtain from such third party a provision affording Seller and its suppliers the protection of the preceding sentence.

(d) **To the extent permitted by law, Customer** hereby agrees to indemnify, defend and hold Seller, its officers, directors, managers, employees, successors and assigns harmless from and against any and all claims, actions, demands, losses, suits, damages, liability or expenses (including reasonable attorneys' fees), arising out of or relating to the breach of this Agreement by Customer, any act or omission of Customer, including, but not limited to, any negligent act by Customer or any of its employees during the performance of the Services by Seller at Customer's facility, or the use of the Equipment or any work and/or Service performed by Seller for Customer. **To the extent permitted by law, Customer** further agrees to indemnify, defend and hold Seller, its officers, directors, managers, employees, successors and assigns harmless from and against any and all claims, actions, demands, losses, suits, damages, liability or expenses (including reasonable attorneys' fees), arising out of or relating to any act or omission of Seller, including, any negligent act by Seller or any of its employees during the inspection of Equipment by Customer or anyone acting at the direction of Customer, or with Customer's approval, at Seller's facility. Customer hereby agrees any employees or agents it sends on site at Seller's facility for the purpose of inspecting Equipment will sign an assumption of the risk and waiver of damages form in accordance with the indemnity in the preceding sentence. Upon notice of a third party alleging liability on the part of Seller or Customer, Customer and Seller agree to immediately notify the other of the alleged liability. Seller may at Seller's exclusive discretion and without consulting Customer, settle any claim during or prior to litigation being commenced, without Customer's approval and Seller shall be entitled to full and complete indemnification hereunder from Customer.

(e) In no event, whether as a result of breach of contract, warranty, tort (including negligence) or otherwise shall Seller's liability to Customer for any loss or damage, arising out of, or resulting from this Agreement, or from its performance or breach, or from the products or services furnished hereunder, exceed the price of the specific product or service which gives rise to the claim. The price of the specific product or service shall not include sales commissions, transportation costs or discounts. Except as to title, any such liability shall be terminated upon the expiration of the Warranty Period.

(f) If Seller furnishes Customer with advice or other assistance which concerns any Equipment supplied or Service provided hereunder or any system or equipment in which any such Equipment may be installed or incorporated, or for which the Services are provided and which is not required pursuant to this agreement, the furnishing of such advice or assistance will not subject Seller to any liability, whether in contract, warranty, tort (including negligence) or otherwise.

(g) The invalidity, in whole or part, of any of the foregoing paragraphs will not affect the remainder of such paragraph or any other paragraph in this article.

5. Penalty or Liquidated Damages

Contracts which include Penalty or Liquidated damage clauses for failure to meet shipping promises are not acceptable or binding on Seller unless such clauses are specifically accepted in writing by an authorized representative of Seller.

6. Disclosure of Information

Any information, suggestions or ideas transmitted by Customer to Seller in connection with performance hereunder are not to be regarded as secret or submitted in confidence except as may be otherwise provided in writing signed by a duly authorized representative of Seller.

7. Taxes

Unless otherwise noted, prices quoted do not include taxes or duties or any kind or nature. In addition to any price specified herein, Customer shall pay the gross amount of any present or future sales, use, excise, value-added, or other similar tax applicable to the price, sale or delivery of any products or services furnished hereunder or to their use by Seller or Customer, or, in lieu of payment, Customer shall furnish Seller with a tax exemption certificate satisfactory to the applicable taxing authority proving that no such tax is due and payable upon such sale, transfer, or use.

8. Modification, Cancellation, or Deferment by Customer

Orders or purchase contracts may be modified or canceled, and scheduled shipments may be deferred, only upon Customer's written notice and upon confirmation in writing by Seller's revised acknowledgement, and upon terms, satisfactory to Seller, which compensate Seller for all damages suffered by reason of such modification, cancellation, or deferment. Any modification, cancellation, or deferment hereunder shall become effective no earlier than fifteen (15) days after receipt of such notice. In the event Customer causes a delay to, or change in the delivery date, Seller remains entitled to require payment on all dates contractually agreed upon in the original sales contract irrespective of any change in delivery date.

9. Drawing Approval

Drawing Approval by Customer is intended to assure the Customer that Seller has designed the product as described and detailed in the Customer's specification. If at Drawing Approval, Customer informs Seller that Seller has failed to design the product in line with the Customer's specification, Seller will make the appropriate changes at no charge to Customer. Where Customer's specifications are not definitive, Seller reserves the right to design the product in line with, in Seller's judgment, good commercial practice. If at Drawing Approval, the Customer makes changes outside of the design as covered in Customer's specifications, Seller will then be reimbursed reasonable charges and allowed a commensurate delay in shipping date based on the changes involved. Seller shall give Customer ten (10) days' advance notice of a Drawing Approval Date. Failure by Customer to review drawings and appear at the scheduled Drawing Approval shall be deemed to be a waiver by Customer of any claim of failure by Seller to design the product in line with the Customer's specification.

10. Delivery, Shipment, Title and Risk of Loss

Delivery dates are approximate and are based upon prompt receipt of all necessary information from Customer. All shipments are F. O. B. unless stated otherwise on the quote. Risk of loss or damage to new Equipment shall pass to Customer at the F. O. B. point of shipment unless the Seller specifically, in writing, agrees otherwise. Risk of loss or damage to repaired or refurbished Equipment, including Equipment stored at Seller's facility, shall remain with Customer, excluding any new parts that Seller installs or provides. Any claims for loss, damage, or delay in transit must be submitted and prosecuted by the Customer directly with the carrier, who is hereby declared to be the agent of the Customer.

11. Excusable Delays

Seller shall not be liable for any damages suffered by Customer by reason of delay in delivery or performance, or for failure to manufacture, deliver or perform, due to (I) a cause beyond Seller's reasonable control, or (II) an act of God, act of Customer, act of civil or military authority, Governmental priority, strike, or other Labor disturbance, flood, epidemic, war, riot, delay in transportation or transportation availability, or transportation vehicle shortage, or (III) inability on account of a cause beyond the reasonable control of Seller to obtain necessary materials, components, services, or facilities. Seller will notify Customer promptly of any material delay excused by this article and will specify the revised delivery date as soon as practicable. In the event of any such delay, there will be no termination and the date of delivery or of performance shall be extended for a period equal to the time lost by reason of the delay.

12. Payments and Financial Condition

Except to the extent otherwise specified by Seller in its quotation, pro rata payments shall become due without set off as shipments are made. If Seller consents to delay shipments after completion of any product, payment shall become due on the date when Seller is prepared to make shipment. In the event of any such delay, title shall pass on the original shipping date and products shall be held at Customer's risk and expense, and shall be subject to superior lien rights of Seller to secure any payments due Seller for the equipment or services rendered and to be rendered pursuant to the purchase order. Any order for products by Customer shall constitute a representation that Customer is solvent and it has all requisite right, power, and authority to perform its obligations under this agreement. In addition, upon Seller's request, Customer will furnish a written representation concerning its solvency and/or its right, power, and authority to perform its obligations at any time prior to shipment. If Customer's financial condition at any time does not justify continuance of the work to be performed by Seller hereunder on the agreed terms of payment Seller may require full or partial payment in advance. In the event of Customer's bankruptcy or insolvency or in the event any proceeding is brought against Customer, voluntarily or involuntarily, under the bankruptcy or any insolvency laws, Seller shall be entitled to cancel any order then outstanding at any time during the period allowed for filing claims against the estate and shall receive reimbursement for its proper cancellation charges. Seller's rights under this article are in addition to all rights available to it at law or in equity.

13. Terms of Payment

Standard terms are net within thirty (30) days from date of invoice with Customers in the continental U.S. For Customers outside the continental U.S., full payment is due prior to shipment.

14. Accelerated or Delayed Payments

There will be no reduction in price for payments more favorable to Seller than the standard terms. If payments are not made in conformance with the standard terms, the quoted price shall, without prejudice to the right of Seller to immediate payment, be increased by an amount equal to the lesser of one and one-half (1-1/2%) percent per month, or fraction thereof, on the unpaid balance or the highest legal rate allowed by law. In addition to its right of acceleration, Seller may pursue any and all remedies allowed by law or in equity, including but not limited to any and all remedies

available to it under the Ohio Uniform Commercial Code. In addition to the foregoing, and not in limitation thereof, Seller shall have the right to set off any credits or amounts owed to Customer against any amounts owed by Customer to Seller.

15. Prices

All published prices and discounts are subject to change without notice. Written quotations expire thirty (30) calendar days from the date of quotation unless withdrawn sooner. Verbal quotations expire twenty-four (24) hours after they are made. Seller assumes no liability for import duties or other taxes imposed by any foreign country.

16. Storage

At Seller's discretion, Seller may initiate storage fees of \$0.20/kVA per month for inside storage of Equipment and \$500 per month for outside storage of Equipment at Seller's premises when; 1) Customer delays pickup or shipment of Equipment for more than 30 days after completion, or 2) Customer does not issue a revised purchase order authorizing work within 30 days of receipt of an incoming inspection report. Storage Fees will include rental of space at the rate herein, plus the costs, expenses and labor to transport, preserve and prepare the Equipment for storage. These storage fees and costs associated with them shall be in addition to the agreed upon fee for service entered into by Seller and Customer. Upon the commencement of storage charges, Seller shall have a lien upon the Equipment for storage charges, as permitted under Title 13, Chapter 1307, or other provisions of the Ohio Revised Code. Seller shall be entitled to exercise all remedies allowed by law for the collection of storage charges, including the right to sell the Equipment at public or private sale after storage of 180 days without any liability or responsibility to Customer whatsoever.

In the event Seller performs Services at Customer's facility, Seller, in its discretion, may store equipment and tools at Customer's facility for the duration of the Services performed. Under no circumstances shall Customer, its employees or agents have any right to use the tools and equipment of Seller for any purpose, other than those specifically contracted for in writing. Customer warrants it will protect such tools and equipment of Seller stored at Customer's facility from loss, damage or destruction of any kind for the duration of the Services performed by Seller in the same manner as Customer protects its own property.

17. Insurance

Customer agrees to maintain insurance on equipment and product provided by Seller to fully compensate Customer for all damages and loss, including profit for any and all loss to said equipment and product that is not a result of Seller's negligence.

18. Weights and Dimensions

Published weights are actual or careful estimates, but are not guaranteed. The dimensions in catalogs are normally accurate but are not to be used for construction.

19. Waiver

The failure of Seller to insist, in any one or more instances, upon the performance of any of the terms or conditions of this Agreement or the failure of Seller to exercise any of its rights hereunder shall not be construed as a waiver or relinquishment of any such term, condition, or right hereunder and shall not affect the Seller's right to insist on strict performance and compliance with regard to any unexcused portions of this Agreement or future performance of these terms and conditions.

20. Jurisdiction and Venue

This Agreement shall be interpreted under the laws of the State of **Missouri**. Any litigation under this Agreement shall be commenced and resolved in the trial courts of **Jackson** County, Missouri. Customer waives any rights it may otherwise have to litigate in any other jurisdiction, including any appropriate federal court.

21. Severability Clause

If any provision of the Agreement is held unenforceable, then such provision will be modified to reflect the parties intention. All remaining provisions of the Agreement shall remain in full force and effect.

22. Electronic Signatures

By entering into this Agreement, Customer and Seller are representing to the other that each can and will comply with the Ohio Uniform Electronic Transfer Act by retaining any and all electronic authorizations that are part of this transaction. Further, upon the request of either party for any part of the transaction or the entire transaction, the parties agree to provide original signatures, facsimile signatures, digitally scanned signatures and/or some other type of verifiable signature upon request.

23. Assignment

No rights arising under this agreement may be assigned by the Customer unless expressly agreed to in writing by the Seller.

24. Equal Opportunity

Seller shall comply with all applicable laws and regulations relating to labor, equal opportunity, discrimination, disabilities, and affirmative action.

The above constitutes the entire agreement between the parties and no modifications of the terms thereof shall be effective unless in a writing signed by both parties.

City of Independence
Invitation to Bid 24029 - Substation S Transformers

	Brown Corporation/OTC Services Inc	Power Solutions LLC/PTT LLC	McMullen-Niemann & Associates	Controlling Factor Inc
Not to Exceed Cost	\$5,193,820.00	\$5,152,250.00	Non Responsive	Non Responsive
Evaluated Cost with Options and Losses	\$5,416,293.72	\$5,425,422.78		
Base Bid	\$4,801,054.00	\$4,655,618.00		
Seismic Analysis	Included in Base	\$15,000.00		
Option 1 - Special Loading	Included in Base	Included in Base		
Option 2 - Freight	\$350,956.00	\$440,000.00		
Option 3 - Spare Parts	\$41,810.00	\$41,632.00		
kW Losses Cost	\$222,473.72	\$273,172.78		
Delivery	Q1 2028	140-144 ARO		
Accepted T&C	Negotiable	Negotiable		
Meets technical requirements	Yes	Yes		
Percent of Estimated Cost	138.9%	139.1%		

Recommend award to OTC Services.

Estimated Cost
\$ 3,900,000.00

Independence Power & Light Independence, Missouri Substation S - 69/13.8 kV, 60/40/50 MVA Power Transformers (Invitation to Bid #24029) Bid Open: 8/20/2024 at 2:00 pm Local Time		
Bidder:	Power Solutions, LLC	Brown Corporation
Mfr/Unit:	Pennsylvania Transformer Technology, LLC	OTC Services, Inc.
Location of Mfg Plant:	Canonsburg, PA	Louisville, Ohio
Altitude of manufacturing plant, feet above sea level:	<3000 ft	1100 ft (per Google Earth)
Delivery:	Shipment at 140-144 weeks ARO	Quarter 1 of 2028
Shipment Method:	Truck (Gas-Filled)	Truck (Oil-Filled)
Base Bid No. 1 - Two (2) 69/13.8-kV, 30/40/50 MVA Transformers:	\$4,655,618.00	\$4,801,054.00
Seismic Analysis	\$15,000.00	Included in Base
Option 1 - Special loading condition from Transformer Specification, Part 2, Section 2.2, Paragraph N.7:	Included In Base	Included in Base
Option 2 - Freight, Unloading, and Field Installation:	\$440,000.00	\$350,956.00
Option 3 - Transformer Spare Parts:	\$41,632.00	\$41,810.00
Total Lump Sum:	\$5,152,250.00	\$5,193,820.00
kW No Load Losses @ Rated Voltage:	26.60 kW	19.80 kW
Cost NLL:	\$52,614.80	\$39,164.40
kW Cu Losses @ Highest MVA Rating:	344.60 kW	289.00 kW
Cost CuL:	\$214,685.80	\$180,047.00
kW Aux Losses @ Highest MVA Rating:	7.45 kW	4.14 kW
Cost AuxL:	\$5,872.18	\$3,262.32
@ \$1,978.00/kw NLL		
@ \$0,623.00/kw CuL		
@ \$0,788.00/kw AuxL		
Evaluated Cost of Base Bid No. 1:	\$4,928,790.78	\$5,023,527.72
Total Evaluated Cost w/ Options Included:	\$5,425,422.78	\$5,416,293.72
Exceptions and Other:	Pricing is subject to PTT escalation. Fans provided operate on 208-230VAC. Per spec 2.8.A.8 must operate on 115VAC. PTT confirms 115V fans can be provided. Short circuit testing is not included in the base price. PTT does not offer short circuit testing at this time. Transformer will not be packaged/shrink-wrapped for shipment. Manufacturer's test repots will be provided in lieu of accessory testing at PTT plant. Any internal connections or work in the field will be done by a direct employee of PTT. The oil handling equipment and crane, etc. will be subcontracted to local area qualified representatives. Determine if acceptable pursuant to spec 1.3.A. Transformer rejection/modification will not be an option if missed losses are within ANSI tolerances. Conflicts with spec 2.19.D. 3" Vacuum flange, not 4", per spec 2.4.B.14. shown on drawing.	Freight and Offloading are budgetary; will be billed at cost plus 10%. Assembly is budgetary too. Core ground brought out by "spark plug", type Auburn F-310H. Spec requires insulated bushing in steel box with removable cover. OTC clarification e-mail notes bushing will be provided; however, proposal language not updated. Gaskets include nitrile, cork/nitrile & Viton. Nitrile only per spec 2.4.B.19. Does not appear to provide pressure-vacuum indicator for LTC per spec 2.16.D. It does appear to include this for main tank. Does not explicitly state if pressure relief device and relay are provided for LTC. LTC operation counter located in Control Cabinet. Should be in motor cabinet per spec 2.10.M.
High Side Winding:	Disc	Disc
Low Side Winding:	Helical	Helical
Core Steel Type/Supplier:	H1 Grade/AK Steel	Hi-Bi/LTC
Winding conductor size and supplier:	HV CTC = 11(0.06x0.18), LV CTC = 25(0.07x0.25); Supplier = REA	Sam Dong
Insulation type/supplier:	Thermally Upgraded Creep/Weidmann	Weidmann
Overall Dimensions, Inches:		
Width:	281	240
Depth:	240	186
Height over top of tank:	156	145
Height over primary bushings:	194	195
Height over primary arresters:	194	195
Height to secondary bushings:	186	170
Accuracy of all Dimensions:	+/- 6	+/-3%
Dimensions and Weight of Largest Shipping Piece:		
Height, inches:	156	168
Width, inches:	209	240
Depth, inches:	125	122
Weight, pounds:	133,270.00	158,000.00
Total Transformer Weight, including oil, pounds:	213,326.00	171,000.00
Total amount of oil, gallons:	7,440.00	6,200.00
Maximum Sound Level at Maximum kVA Rating, dB(A):	76	74
Percent Impedance at ONAN Rating:	7.50%	7.50%
Maximum Percent Impedance:	7.94%	8.50%
Equipment Locations:		
Radiators:	Segment 1, 3, and 4	Segment 3
LTC:	Segment 2	Segment 2
HV Bushings:	Segment 3, Top Cover	Segment 3
LV Bushings:	Segment 1, Top Cover	Segment 1
Neutral Bushing:	Segment 1, Top Cover	Segment 1
Terminal Cabinet:	Segment 2	Segment 1
Same H2/X2 Cenerline:	Yes	Yes
Shop Drawings (Days ARO):	24 weeks	34-38 weeks
Bid Validity:	9/19/2024	9/19/2024

September 23, 2024

Jessica Fett, Mitch Krysa
Independence Power and Light
17221 E. 23rd St. South
Independence, MO 64051

Re: Substation S – Power Transformer Technical Bid Review Findings and Recommendation

Dear Jessica and Mitch,

Proposals were received and opened by IPL on Tuesday, August 20, 2024 for the equipment referenced above. Three (3) proposals were provided from IPL to Toth on Thursday, August 22, 2024 for a technical bid review. IPL internally conducted the commercial and terms and conditions evaluation.

A bid review meeting was held on Thursday, August 29, 2024 with IPL and Toth. One (1) proposal was deemed non-responsive during this meeting due to incompleteness and non-compliance with IPL Specifications Part 1.2.A. A list of technical bid clarifications was developed for the remaining two (2) proposals, and Bidder responses to those questions were provided by 9/6/2024. Toth evaluated the responses, and a second bid review meeting was held on Thursday, September 12, 2024 with IPL and Toth. After review, both bids were deemed responsive and compliant with IPL Specification requirements. Per IPL Specification Part 2.19, both proposals had the various losses multiplied by the appropriate dollar values and added to the transformer selling price to determine the transformer having the lowest cost. After conducting the loss evaluation, the low bidder was determined to be Brown Corporation (OTC Services, Inc.).

Provided IPL finds no unacceptable commercial exceptions, we recommend that IPL purchase the power transformers from OTC Services, Inc. at a total lump sum price of \$5,193,820.00. This price includes freight, offloading, field assembly and testing, and spare parts.

Please contact me if you have any comments or questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mark Olson'.

Mark Olson, PE

c: Mr. Joe Tierney



MEMORANDUM

DATE: October 3rd, 2024
TO: Honorable Mayor & Members of the City Council
FROM: Andrew R. Frazier, Management Analyst
SUBJECT: IPL Substation S Transformers



I have reviewed the bid information to ensure compliance with Section 1.43.007(D) of the City Code. Before you is a purchase order authorizing the City Manager to execute a purchase with OTC Services Inc. for a total amount of \$5,193,820.00. This purchase encompasses two 50 MVA 69/13 kV power transformers, along with shipping, delivery, testing, and commissioning services. These transformers are designed to support the Northpoint development and other projects along the Little Blue Parkway corridor (Substation S).

City staff provided the Management Analyst with all applicable documents under the bidding process, including verifying actions related to the bidding process.

In accordance with Section 34.040 of the Missouri Revised Statutes on Competitive Bidding and Chapter 8, Article 6 of the Independence Code, IPL received four bids through the e-bidding service provider, Public Purchase. Out of 176 potential bidders notified, 35 downloaded the bid documents. Along with the bid from OTC Services Inc., IPL received three additional bids, two of which were deemed unresponsive. The remaining bids were from OTC Services Inc. for \$5,193,820.00 and Pennsylvania Transformer Technology, LLC, for \$5,137,250.00. After a thorough review of each firm's qualifications by IPL staff and Toth & Associates, OTC Services Inc. was selected. When load losses were factored in, OTC Services Inc. emerged as the lowest bid among the two finalists.

OTC Services Inc., headquartered in Louisville, Ohio, has provided references for their new transformer projects of similar scope and size. These include projects with Walley Power LLC in Ohio, Yampa Valley Electric Association in Colorado, the City of Chelsea in Michigan, and Salmon River Electric Cooperative in Idaho.

The additional bid documentation includes qualifications, a list of current and past projects, and applicable OSHA and non-collusion forms.

After reviewing all bid documents, I have found no provisions that would be considered harmful or unacceptable to the City.



Please let me know if you should have any further questions regarding this matter.

Respectfully,

Andrew R. Frazier, MPA
Management Analyst

- C. Zachary Walker, City Manager
Charlie Dissell, Assistant City Manager
Joseph Hegendeffner, Director of Independence Power & Light
Susanne Holland, City Clerk

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council approval is requested to enter into a contract with Asplundh Tree Expert Company to provide line clearance services for the Power & Light Department. This is a one-year agreement with four, one-year renewal periods.

Recommendations:

Council approval to enter into a contract.

Background:

This service allows Power and Light (IPL) to adhere to the strict guidelines in performing line clearance/tree trimming practices to clear electrical lines. This is a necessary practice to reduce tree-related electrical outages and maintain a safe zone around the electrical facilities. This work is performed according to current Industrial safety standards and trees are trimmed according to arboriculture standards.

An Invitation to Bid (ITB) for line clearance was issued on December 4, 2024. The ITB was published on the City's website through Public Purchase, the City's e-solicitation system. Public Purchase notified 192 potential bidders, of which 13 accessed the bid documents.

Two companies responded to the solicitation: Asplundh Tree Expert Company (Asplundh) and Wright Tree Service Company. Asplundh was determined to be the lowest, responsive bidder. Asplundh is the current contractor for IPL and has provided good service for many years.

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

Emergency Justification:**Fiscal Impact:**

The fiscal impact to the City is \$20,632,000.00 over 4 years. Funding for Tree Trimming is included in the fiscal year 2024-25 proposed budget, \$3,632,000.00, page 266, account number 0206150-5240, Transmission & Distribution – Other Services, IPL Fund 020. \$4,100,000 for fiscal year 2025-2026; \$4,200,000 for fiscal year 2026-2027; \$4,300,000 for fiscal year 2027-2028; \$4,400,000 for fiscal year 2028-2029.

Council Action:

Department / Contact	Power and Light /
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REVIEWERS

Khristina Irvine
Joseph Hegendeffer
Nancy Cooper
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Asplundh Tree Expert LLC - Bid - ITB 24068 - Line Clearance Complete
2. Wright Tree Service - Bid - ITB 24068 - Line Clearance



Procurement Division
111 E Maple, PO Box 1019
Independence, MO 64051-0519

Invitation to Bid #24068

Line Clearance

Response Deadline Date and Time: December 4, 2024, 2:00 p.m., Local Time

Deadline for questions is 5:00 p.m. local time on December 2, 2024

Please submit all questions regarding this Invitation to Bid online via www.publicpurchase.com

ATTENTION BIDDER – COMPLETE AND RETURN WITH BID

Bidding Firm Asplundh Tree Expert LLC Phone Number 913-469-5440
(Please print or type)

Address 11056 S Green Rd City Olathe State KS Zip 66061

Name of Authorized Agent Edward D Bradshaw Email ebradshaw@asplundh.com

The only authorized source for bid forms, addenda, and information regarding this bid is www.publicpurchase.com. Using bid forms, addenda, and bid information not obtained from www.publicpurchase.com creates the risk of not receiving necessary bid information that may eliminate your bid from consideration. Bids must be submitted online via www.publicpurchase.com. Paper, fax, or email bids will NOT be accepted and will not be returned to sender.

Submitting a bid response is bidder's responsibility to adhere to all specifications, scopes, terms, and conditions of this ITB.

General Terms & Conditions and Response Instructions
Invitation to Bid

Response Instructions to Bidder

1. ACCEPTANCE

Each bid is received with the understanding that the acceptance in writing by the City of the offer to furnish any or all commodities or services described therein shall constitute a contract between the bidder and the City, which shall bind the bidder on its part to furnish and deliver the commodities and services quoted at the prices stated in accordance with the conditions of said accepted bid. The City, on its part, may order from the contractor, except for cause beyond reasonable control, and to pay for, at the agreed prices, all commodities and services specified and delivered.

Upon receipt of an Invitation to Bid (ITB) package containing a City of Independence "sample contract" as part of the requirements, it is understood that the bidder has reviewed the documents with the understanding that the City requires all contracts between the parties be entered into via this document. If any exceptions are taken to any part, each must be stated in detail and submitted as part of the bid. If no exceptions are stated, it is assumed that the bidder fully agrees to the provisions contained in the "sample contract" in its entirety. No exceptions to the General Terms & Conditions of the ITB shall be accepted.

2. ITB SOURCE

Bidders may view and download bid documents from www.publicpurchase.com, via the City's website at www.indepmo.org. A bidder using ITB documents not obtained from www.publicpurchase.com risk not receiving any necessary addenda, possibly eliminating its bid from consideration.

3. QUESTIONS

Questions regarding the bid process shall be submitted via www.publicpurchase.com. The City will respond to questions via www.publicpurchase.com, thus providing all questions and answers to all prospective bidders equally.

4. DEFINITIONS

- A. The term "City" means the City of Independence, Missouri.
- B. The term "contractor" means the person or organization that receives the award after the bid process.
- C. The term "Invitation to Bid" and acronym "ITB" means a solicitation for bids.
- D. The term "bidder" means the person or organization responding to an ITB with a bid.
- E. The term "bid" means the response submitted by the bidder in response to an ITB.

5. PREPARATION OF BIDS

- A. Bidders are responsible for conducting site visits (if applicable), attending pre-bid conferences (if applicable) and examining all drawings, specifications, schedules, etc., included in the ITB. Failure to do so will be at the bidder's risk.
- B. Each bidder shall furnish the information required in the ITB. The bidder shall complete all sections requiring information or a signature. An agent duly authorized to enter the firm into a legally binding, contractual agreement must sign the document. Electronic signature is acceptable.
- C. Unit price for each unit bid shall be shown and shall include packaging for shipment unless otherwise specified. A total shall be entered in the total column for each item bid. In case of discrepancy between a unit price and extended price, the unit price shall prevail.
- D. Freight, if applicable, shall be shown as a separate line item cost and not included in the cost of the goods.
- E. Prices quoted are to be firm and final.
- F. Bidder shall prepare its bid for City projects without including sales tax.
- G. Alternate bids for supplies or services other than those specified will not be considered unless authorized by the ITB.
- H. Bidder must state a definite date and time for delivery of supplies or services unless otherwise specified in the ITB.
- I. Number of days shall be calendar days, which includes Saturdays, Sundays, and holidays.
- J. If the item has a trade name, brand, or catalog number, such must be stated in the bid.
- K. Bidders shall submit online via www.publicpurchase.com unless otherwise specified in the ITB.
- L. Bond requirements and liquidated damages, if applicable, will be set forth in the specifications.

6. ADDENDUM

The City reserves the right to officially modify or cancel an ITB after issuance. Modifications will be made only by written addendum. Bidders must acknowledge any addendum by opening and accepting on www.publicpurchase.com.

7. BUY AMERICAN AND DOMESTIC PRODUCTS POLICY STATEMENT

It is the policy of the City of Independence, Missouri, to buy materials, products, supplies, provisions, and other articles produced, manufactured, compounded, made or grown within the State of Missouri, when they are found in marketable quantities in the state, and are of a quality suited to the purpose intended and can be secured without additional cost over products of other states; provided however, that quality and fitness of articles shall be considered in purchasing or letting contracts for articles herein mentioned.

It is the policy of the City of Independence to buy goods or commodities that have been manufactured, assembled, or produced in the United States of America, unless:

- A. The purchase, lease, or contract involves an expenditure of less than \$5,000.
- B. Only one line of a particular good or product is manufactured, assembled, or produced in the United States.

- C. The specified products are not manufactured, assembled, or produced in the United States in sufficient quantities to meet the City's requirements or cannot be manufactured, assembled, or produced in the United States within the necessary time in sufficient quantities to meet the City's requirements; or
- D. Obtaining the specified products manufactured, assembled, or produced in the United States would increase the purchase price by more than 10%
- E. To qualify for the preference, bidder shall clearly state in its bid whether the materials quoted were manufactured, assembled, or produced in the United States of America. If multiple items are listed in the ITB, the bidder shall clearly state which items were manufactured, assembled, or produced in the United States of America.

8. LOCAL PREFERENCE POLICY

Licensed businesses operating from a physical address in the City of Independence for a minimum of six (6) months when quality, service and other terms of the purchases are equal to or better than the low bid. The local business shall be given a preference of ten percent (10%) over the low bid, provided that the difference between the low bid and the local bid does not exceed thirty thousand dollars (\$30,000.00) maximum.

9. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract or purchase order, the contractor agrees as follows:

- A. The contractor will not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, national origin or any other legally protected category. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to race, age, color, religion, sex, or national origin. Such action shall include, but not be limited to: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The contractor will state that all qualified applicants will receive consideration for employment without regard to race, age, color, religion, sex, or national origin in all solicitations or advertisements for employees placed by or on behalf of the contractor.
- C. The contractor will send a notice advising the said labor union or workers' representatives of the organization's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding.
- D. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his or her books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of the contractor's noncompliance with the non-discrimination clauses of this contract or purchase order with any of the said rules, regulations, or orders, this contract or purchase order may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for any further government contracts, purchase orders, or federally assisted contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The contractor will include the entire text of this Equal Employment Opportunity section and its subsections in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the department may direct as a means of enforcing such provisions, including sanctions of noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the department, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

10. ANTI-DISCRIMINATION AGAINST ISRAEL ACT

Contractors working on behalf of the City of Independence are to abide by Missouri Revised Statute 34.600, otherwise known as the Anti-Discrimination against Israel Act.

11. CONFLICT OF INTEREST AND DEBARMENT

By submission of its response, the contractor certifies that:

- A. No Councilmember, nor the City Manager, the Director of Finance or the City Procurement Manager is financially interested in what the bidder is offering to sell to the City pursuant to this invitation, nor is the bidder a City employee or board member whose bid creates a conflict of interest. A conflict of interest would arise if a City employee or board member were in a position to affect either the decision to solicit bids or the selection of the successful bidder.
- B. Bidder has not participated in collusion or committed any act in restraint of trade, directly or indirectly, which bears upon anyone's response or lack of response to this Invitation.
- C. The authorized signer of the bid document certifies that the contractor and each of its principals are not suspended or debarred by the City of Independence, State of Missouri or Federal government.
- D. All bidders shall complete, have notarized, and submit the attached non-conflict of interest and non-collusion form. Failure to submit the completed form shall be grounds for rejection of bid.

12. SUBMISSION OF BIDS

- A. Bids and any modifications (addendum) shall be submitted electronically through www.publicpurchase.com.
- B. Telephonic, emailed, paper, or faxed bids will not be considered, unless authorized in the ITB.

- C. Samples of items, when required, must be submitted within the time specified and unless otherwise specified by the City, at no expense to the City. If not consumed by testing, samples will be returned at bidders request and expense, unless otherwise specified in the ITB.
- D. Bids will be opened at the date and time indicated on the ITB cover page. An unofficial bid tabulation, with no indication of award or final numbers, will be made available upon request. Bidders must allow ample time for the City to create the tabulation (a minimum of five business days).
- E. A final bid tabulation and Notice of Intent to Award for bids over \$100,000 will be posted on the City's website and www.publicpurchase.com at least five days prior to City Council approval.

13. MODIFICATION OR WITHDRAWAL OF BIDS

Modification or withdrawal of bids will be via www.publicpurchase.com. Click on "Edit" response and delete the desired item(s) previously entered. Delete any uploaded documents, and click "Save". This will remove the initial response. Follow the same procedure to withdraw a bid before the bid deadline and simply cancel the submittal.

14. LATE BIDS

It is the responsibility of the bidder to submit the bid on or before the date and time of the ITB submission deadline. Bids will NOT be accepted after the date and time of closing under any circumstances.

15. QUALIFICATIONS OF BIDDERS

The City shall exercise due diligence in determining the responsibility of bidders. The bidder shall furnish all information, within the time frame specified, if requested by the City. The City reserves the right to reject any bid if the information is not submitted in a timely manner or the information, or subsequent investigation, fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and to complete the work as specified in the ITB.

The City may consider the following factors in determining a bidder's responsibility:

- A. The ability, capacity, and skill of the bidder to perform the contract or provide the required materials, equipment, or supplies;
- B. Whether the bidder can perform the contract or provide the materials, equipment, or supplies promptly or within the time specified without delay or interference;
- C. The quality of performance in previous contracts;
- D. The previous and current compliance by the bidder with laws and ordinances related to the contract or service;
- E. The sufficiency of the bidder's financial resources to perform the contract or provide the commodities;
- F. The ability of the bidder to provide future maintenance and service.

16. AWARD

Award shall be made to the lowest priced most responsive and responsible bidder who submits the bid most advantageous to the City. Additional considerations will be given to prior contract history with the City, references, warranty information, delivery schedule, and other requirements as specified in the ITB. The City reserves the right to accept or reject any or all bids or portions of bids, make multiple awards, to waive irregularities and technicalities, and to request re-bids on the materials or services described in the bid documents. The City reserves the right to award the contract on such materials or services as the City deems will best serve its interests. The City reserves the right to award the contract on a partial-order basis, lump-sum or individual-item basis, or such combination as shall best serve the interest of the City unless otherwise specified. Conditional bids, including bids in are subject to rejection in whole or in part at the sole discretion of the City. Bids that take exception to the City's General Terms and Conditions will be rejected.

17. RIGHT OF PROTEST

The Procurement Manager, or appointed designee, will accept written protests regarding the solicitation of any goods, services or commodities with a dollar value of \$50,000 or less within five (5) business days of a bid opening. For purchases over \$50,000, a Notice of Intent to Award will be posted on the Internet at www.publicpurchase.com. Any bid protest must be filed within five (5) business days of the date of posting of the Notice. Neither the City nor Public Purchase shall be responsible for directly notifying bidders of the Notice of Intent to Award.

Protests must be received in the office of the Procurement Manager and must contain the following information:

- A. Company name, address, phone number and signature of the authorized representative;
- B. Solicitation number;
- C. Detailed statement describing the grounds for the protest; and
- D. Supporting evidence or documents to substantiate the claim.

The Director of Finance and Administration will review the information provided and issue a written decision within five (5) business days of receipt of the protest. This decision shall be final.

18. VENDOR SELF SERVICE (VSS)

Vendors contracted with the City shall register online as a vendor on the City's Vendor Self-Service (VSS) portal at <https://independencemo.munisselfservice.com>. All contracts, purchase orders, and other documentation is uploaded to VSS from the City's financial system. Contracts and purchase orders are no longer mailed, faxed, or emailed. Invoices may also be submitted to the City on this portal.

GENERAL TERMS & CONDITIONS

1. ACCEPTANCE

By submitting a bid, the bidder agrees to be bound by these terms and conditions for the term of a contract resulting from the ITB. These terms and conditions shall prevail unless otherwise modified by the City within this ITB.

2. FIRM PRICES

The bidder warrants that prices quoted in its bid will be firm for acceptance for a period of not less than 120 days from the bid opening date unless otherwise specified in the bid document. Such prices will remain firm for the period of time specified in the purchase order or contract. The City shall not be responsible to pay surcharges or any other fees not disclosed in the bid and agreed upon between the parties.

3. ESTIMATED QUANTITIES

Whenever a bid requests prices to be firm for the contract or purchase order period, the quantities or usages shown are estimated with no guarantee made by the City. The quantities are for the bidder's information only, and the City will be bound only for actual quantities ordered.

4. DELIVERY

As applicable, bidders must indicate the number of days required to make delivery after receipt of a purchase order. Delivery time may be considered in making an award. Time may be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel such orders, or any part thereof, without obligation if delivery is not made within the time(s) specified on the bid response.

5. FREIGHT TERMS

The City's freight terms are F.O.B. Destination (delivery point Independence, Missouri), bill receiver for small package shipments (UPS). For shipments over 150 pounds (LTL), the City outsources to a third party freight service. Freight shall be billed as third party collect and shall be shown as a separate line item cost and not included in the cost of the goods. Failure to follow these instructions may result in rejection of the bid. C.O.D shipments will not be accepted.

6. PACKAGING

The City will not be liable for any charges for drayage, packing, cartage, boxing, crating, storage, surcharges, or any other fees in excess of the purchase price unless stated otherwise in the bid response.

7. BRAND NAMES

Specifications may name a specific brand, make, manufacturer, trade name, or vendor catalog number is specified for the purpose of establishing a grade or quality of material only. When the City does not wish to rule out other brands or makes, the phrase OR APPROVED EQUAL is added. However, if a product other than that specified is bid, it is the bidder's responsibility to identify such product in its bid and must prove to the City that said product is equal to or better than the product specified. Unless otherwise specified, evidence in the form of samples may be requested if the proposed brand is other than that specified by the City. Such samples shall be furnished as specified in the ITB or upon request of the City. If samples are requested, the City must receive the samples no later than the time specified in the written request for any further consideration.

8. INSPECTION AND ACCEPTANCE

No material received by the City pursuant to the purchase order issued under the terms and conditions of this ITB shall be deemed accepted until the City has had reasonable opportunity to inspect the material. All material that is discovered to be defective or does not conform to any warranty of the bidder may be returned at the contractor's expense for full credit or replacement.

No goods returned as defective shall be replaced without Procurement Manager's written authorization. Such return shall in no way affect City's discount privileges. The right to return shall not exclude any other legal, equitable, or contractual remedies the City may have.

9. MATERIAL SAFETY DATA SHEET (MSDS)

It is mandatory for a manufacturer, supplier, or distributor to supply an MSDS, as required by 29CFR 1910.1200, as required in this ITB. If an MSDS is revised, the vendor is required to provide new information relevant to the specific material.

10. GENERAL GUARANTY AND WARRANTY

The bidder warrants that all materials, fixtures, and equipment furnished by the bidder and sub-bidders shall be new, of good quality, and of good title, and that any work will be done in a neat and workmanlike manner. The bidder guarantees the workmanship and materials for a minimum period of one year from the date of final acceptance of all the work required. The bidder shall furnish the City with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under the contract or purchase order.

11. PATENTS

The bidder warrants that the articles described herein and the sale or use of them will not infringe upon any U.S. or foreign patent or copyright and bidder covenants it will at its own expense, defend every suit that may be brought against the City, or those selling or using City's product (provided winning bidder is promptly notified of such suit and all documentation delivered) for any alleged infringement of any patent or copyright by reason of the sale or use of such articles; and contractor agrees it will pay all costs, damages, and profits recoverable in any such suit. All fees or royalties for any patented article or operation of work or any part thereof, or any materials, tools, implements, machinery, fixtures, or anything used shall be included in the price stipulated in the bid, and the contractor shall protect and hold harmless the City against all demands for such fees, royalties, and claims.

12. INVOICES

Invoices shall contain complete details describing the goods or services being invoiced, including the contract number, purchase order number, item number, sizes, quantities, unit prices, and extended totals. Invoices for and inquiries regarding payment should be emailed to accounts payable@indepmo.org. Any delay in receiving invoices, or errors and omissions, will be considered just cause for delaying or withholding payment.

13. TERMS OF PAYMENT

The preferred method for payment is with the City's credit card with no fees added to the payment or invoice for paying with a credit card. Unless otherwise noted, the City's payment terms are Net 30 days from receipt of invoice.

14. TAX EXEMPT

The City is exempt from payment of the Missouri Sales Tax in accordance with Section 39 (10), Article 3, of the Missouri Constitution and is exempt from payment of Federal Excise Taxes in accordance with Title 26, United States Code annotated.

15. PROJECT EXEMPTION

It is the responsibility of the successful contractor to request a project exemption certificate from the Procurement office for projects that require the contractor to purchase parts or equipment to be used on a project with tax exemption. Missouri state law prohibits issuance of project exemption certificates after the project is completed.

16. EXPENSES

The City shall not be liable for any expenses paid or incurred by the contractor unless otherwise agreed to in writing.

17. PAYROLL TAXES

Payroll taxes, including federal, state and local taxes, shall not be withheld or paid by the City on behalf of the contractor or for the employees of the contractor. The contractor shall not be treated as an employee for federal or state tax purposes with respect to the services performed under this contract. The contractor shall be responsible to pay all taxes, as mandated by law.

18. FRINGE BENEFITS

The contractor is not an employee of the City and is not eligible for and shall not participate in any employer benefit of the City, including pension, health, or other fringe benefits.

19. TERM OF CONTRACT

The term of the contract shall be specified in the ITB. If contract renewals or extensions are included in the ITB, the contract shall automatically renew or extend for the number of contract periods specified in the ITB and bid at the prices agreed upon between the parties. No notice will be sent by the City to the contractor. All terms and conditions shall remain in effect during the subsequent contract periods.

Unless otherwise specified within the ITB, the unit prices stated in the bid and agreed upon between the parties shall remain firm with no provision for price increases during the term of the contract.

20. TERMINATION

City may terminate or suspend performance of a contract for City's convenience upon written notice to contractor. City shall pay contractor for all the services performed till the date of the termination by the City.

A contract may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of the contract. The nonperforming party shall have ten (10) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party. Risk to persons or property shall result in immediate termination of a contract.

21. NOTICES

It is the responsibility of the contractor to communicate changes to the City when they occur. Any notice given in connection with a contract shall be given in writing and delivered either to the duly authorized representative by email, by hand, or by certified mail return receipt requested to the contractors' address. Any party may change its notice address by giving notice of the change in accordance with this section. Any notice sent to the City should be emailed to purchasing@indepmo.org or sent to the attention of the Procurement Manager, 111 E. Maple, P.O. Box 1019, Independence, MO 64051-0519.

22. ASSIGNMENT OF CONTRACT

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

23. SUBCONTRACTS

The contractor shall not execute a contract with any subcontractor to perform any work without the written approval of the City. The contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by the contractor as it is for the acts and omissions of persons directly employed by the contractor. The contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of the contract. Nothing contained in the conditions shall create any contractual relationship between any subcontractor and the City.

24. CHANGES

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

25. GENERAL INDEMNIFICATION

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

Contractor agrees to defend, indemnify, and hold harmless City, from and against legal liability for all claims, losses, damages, and expenses resulting from death or bodily injury to any person and damage or destruction to property to the extent such claims, losses, damages, or expenses are caused by its negligent acts, errors, or omissions. In the event such claims, losses, damages or expenses are caused by the joint or concurrent negligence of the contractor and City, they shall be borne by each party in proportion to its own negligence.

Contractor shall indemnify City against legal liability for damages arising out of claims by contractor's employees.

26. INSURANCE

A certificate of insurance is not required for the purchase of goods or commodities. A certificate of insurance is required for services provided to the City.

General Services

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

Contractor must demonstrate the following insurance coverage in accordance with the estimated value limits (formal vs. informal). The bid document will specify whether a solicitation is "formal" or "informal".

Purchases less than \$100,000

(1) General Liability Insurance, with a \$500,000 combined single limit.

Purchases \$100,000 and over

- (1) General liability insurance, with bodily injury and property damage limits of \$1,000,000 for each occurrence with a \$2,000,000 general aggregate and \$2,000,000 products and completed operations aggregate.
- (2) Automobile liability Insurance for any owned, hired and non-owned vehicles, with bodily injury limits of \$1,000,000 for each person and \$1,000,000 for each accident, and with property damage limits of \$1,000,000 for each accident; OR \$1,000,000 combined single limits, including bodily injury and property damage.

The above limits are the minimum acceptable and do not infer or place a limit on the liability of the supplier. The City is to be named as an additional insured as the City's interest may appear in regards to the materials, equipment or supplies provided the City. The supplier's insurance shall be primary and any insurance or self-insurance maintained by the City shall be excess for the City and not contribute with the coverage maintained by the supplier.

WORKER'S COMPENSATION

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

27. AVAILABILITY OF FUNDING

Contracts and purchase orders are contingent upon the availability of funding and allocation of City funds. The City may cancel a contract or purchase order immediately, by giving written notice to the contractor, in the case of a reduction or elimination of funds or funding for any project, commodity, or service.

28. NO AUTHORITY TO BIND CITY

The contractor has no authority to enter into contracts on behalf of the City. A contract does not create a partnership between the parties.

29. NON-WAIVER

The failure of either party to exercise any of its rights under a contract at any time does not constitute a breach of contract and shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

30. COMPLIANCE WITH LAWS

The contractor represents that it has complied with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the work under a contract resulting from this ITB.

31. FORCE MAJEURE

Neither party shall be liable for delays, or defaults in the performance of a contract due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental action of any kind or any other causes of a similar character beyond its control and without its fault or negligence. Neither party shall penalize or add any additional fees, surcharges, or any other financial requirements due to force majeure.

32. AUDIT

The City shall have the right to audit any contract and all books, documents, and records relating thereto. Contractor shall maintain all its books, documents, and records relating to a contract during the contract period and for three (3) years after the date of final payment. The books, documents, and records shall be made available to the City within ten (10) days of receipt of the written request.

33. GOVERNING LAW

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

34. SEVERABILITY

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

35. AFFIDAVIT REQUIREMENT

The successful vendor shall be required to complete and submit a notarized affidavit of non-collusion to the Procurement office prior to issuance of a purchase order or contract. Failure to provide shall deem the bid unresponsive and it shall be rejected. Form is included with ITB.

36. PRECEDENCE OF DOCUMENTS

The ITB including the terms and conditions, the successful bidder's (contractor) response and written quote, and purchase order shall constitute the entire contract for each project. If these General Terms & Conditions be in conflict with any attached Special Conditions, the Special Conditions will supersede the General Terms & Conditions. In case of a discrepancy, the purchase order shall take precedence over the ITB and the ITB shall take precedence over the contractor's response and written quote for each project.

Invitation to Bid #24068
Line Clearance

1. Scope of Work:

The Contractor agrees to furnish all labor, supervision, equipment and material necessary to trim and/or remove trees and brush, and apply herbicides at the times and places requested by Independence Power & Light (IPL) and in accordance with the following conditions:

Contractor shall furnish crews as needed. Manual crews should consist of three people each: one working foreperson, one journeyman tree trimmer, and one groundman. Bucket crews should consist of two people each: one working foreperson and one groundman. Journeyman may be substituted with a Trimmer A or B according to experience. Journeymen are the preferred workers and should be the main person trimming along with the foreperson. Deviation from crew size or equipment must receive written prior approval at the discretion of the Tree Superintendent. City shall have the right, with thirty (30) days' notice to Contractor, to add or reduce the number of crews.

- A. Contractor's employees shall be knowledgeable of ANSI A300 Pruning Standards and shall have a minimum of three years' experience trimming trees in close proximity to electric power lines with voltages up to 161,000 volts. Experience and documented certification per OSHA of contractor employees must be provided to City. All current ANSI Z-133 standards should be met in regard to equipment and work performance.
- B. Contractor shall supply its employees with proper identification cards listing the contractor's name, the employee's name and other information necessary for full identification by the City's employees, customers and the public. **Contractor's employees shall be required to wear uniforms identifying them as Contract employees.** Uniforms are to meet OSHA requirements. Signs shall be attached to all vehicles identifying that Contractor is working for IPL.
- C. Contractor's employees shall conduct themselves in a manner as not to harm the City's relations with its customers and the public. City shall have the right to require removal of any employee who does not so conduct himself.
- D. The equipment to be provided with each three-man crew shall be, at a minimum, one enclosed dump truck, minimum eleven (11) cubic yard capacity, one disc-style chipper, and two chain saws. For each two-man crew, the equipment shall be, at a minimum, one bucket lift truck (minimum reach 55'), two bucket trucks (minimum reach 70') each equipped with a disc-style chipper and one chain saw. Each crew will have a portable spray unit for stump treatments. Billing for equipment will match crew make up. All equipment to be used in the performance of the Agreement must be made available for inspection by the City prior to its use. Equipment and crew makeup can vary as IPL supervision deems necessary.
- E. Contractor shall obtain from the City full information on the voltage and other characteristics of City facilities adjacent to the work areas, and shall fully advise employees of the dangers involved.
- F. Contractor shall perform the work so as to present the least possible obstruction to traffic and inconvenience to the public. The Contractor shall provide and maintain suitable barricades, warning signs, lights, signals, etc., that are in compliance with MODOT and the City Codes.
- G. In the event of inclement weather predicted to last more than one (1) work day, the City shall contact the Contractor before 4 p.m. to determine whether the City requires work on the following day. The decision to work is within the City's sole discretion. City recognizes the Contractor's obligation of compliance to local union contracts, but will only allow two hour show-up compensation for the days that are inclement and contractor has not been notified of a no-work day. On days where the City has a holiday and the

contractor does not, it will be at the City's discretion whether work is required for that day.

- H. At City's request, Contractor shall assist the City in the distribution of tree trimming notices, comment cards, and the implementation of its programs to property owners (tree replacement, stump grinding and herbicide treatment, etc.). All work performed by Contractor will be in accordance with **Independence Power & Light Tree Trimming Guidelines**, adopted by City Council in April 1992.
- I. Contractor shall keep daily reports for each job showing the location of the work, the number of trees trimmed or removed, herbicide treatments, the name, rate and number of hours worked by each employee, the equipment used, and chargeable equipment hours. Daily reports shall be submitted along with weekly statements to the Power & Light Director no later than 12:00 noon on the Tuesday following the week of performance. ALL work done on transmission lines shall be documented by General Foreperson in a log kept by the City.
- J. After performing work under this Agreement, Contractor shall promptly clean up the adjacent area. All brush, trees and debris shall be removed and the area left in a condition satisfactory to the landowner. Special attention should be taken where streams and slopes are involved to avoid run off and debris blocking water movement. Chips shall either be delivered to customer per chip ticket or dumped at the designated debris site.
- K. Contractor shall respond promptly to all complaints and claims made by the City, its customers or the public. The City shall be informed of the disposition of all complaints and claims.

2. Additional Requirements:

Contractor must meet the following requirements:

- A. Contractor shall acquire all necessary permits and licenses and pay all fees required by law.
- B. Contractor shall pay all applicable state and local sales and use taxes.
- C. Contractor shall comply with all federal, state and local laws relating to the health, safety and welfare of its employees and the public. Where conflicts exist, the more stringent standards shall apply.
- D. Contractor shall comply with all Federal and State laws and City ordinances where applicable, relating to fair labor practices and discrimination in the employment of persons.
- E. At City's request, Contractor shall furnish written evidence that all claims and other indebtedness incurred in connection with work performed under this Agreement have been paid, including releases and lien waivers from laborers and material and equipment suppliers.
- F. Contractor agrees to hold the City harmless from all liability arising from performance under this Agreement.
- G. Contractor agrees to repair or correct to the City's satisfaction any defects in the work or materials provided the City which may appear within one year after completion of the work. Acceptance of or payment for the work shall not affect this obligation.
- H. Contractor agrees to perform tree trimming/vegetation management services for the City from 7:00 a.m. to 3:30 p.m., Monday through Friday, for the duration of this Agreement.

Contractor also agrees to provide a 24-hour contact person for storm/emergency restoration trimming. An equal or greater daily number of crews shall be made available for emergency work, if needed. Crews

shall report to work in one hour or less from notification. The contractor, upon arrival, shall immediately report in with the dispatcher for assignments before commencing any work. A roster of all Contract personnel with contact information will be made available to IPL supervisor.

- I. Contractor shall provide a show-up site for all workers and equipment provided, unless otherwise arranged with the City. Parking will only be allowed in designated areas at Power & Light Service Center.
- J. Contractor will provide and maintain to each foreperson, and general foreperson, direct connect Nextel-type phones (able to communicate with IPL phones).
- K. Contractor shall have a Kansas City metro office that supplies the general foreperson with needed supplies and equipment. Office shall have staff to answer phone during regular business hours.
- L. City shall have the right to employ other line clearance services and/or permit City employees to perform activities similar to Contractor's duties under this Agreement and during this Agreement.
- M. Changes in crew structure (crews working together, number trimmers per crew) must be approved by the IPL Superintendent. If a vehicle is used to transport a one-man crew to join another crew, only one of the vehicles will be billable.
- N. Inoperable equipment will not be billed to IPL.

3. Term of the Agreement

The term of the agreement shall be 2/1/25 – 1/31/26 with the option for four, one-year renewals.

4. Bid Submission Requirements

- A. Coverpage, completed;
- B. Non-Collision Affidavit;
- C. Immigration Affidavit;
- D. References (3) including contact name and telephone number;
- E. Pricing Page, completed and signed.

5. Miscellaneous

- A. Formal insurance limits shall apply (see attached).
- B. The bidder must accept the City's terms and conditions in order to be considered for award.
- C. The ITB including the terms and conditions, the successful bidder's (contractor) response and purchase order shall constitute the entire contract. In case of a discrepancy, the purchase order shall take precedence over the ITB and the ITB shall take precedence over the contractor's response.

Invitation to Bid 24068
Line Clearance Pricing
2/1/25 – 1/31/26

<u>ITEMS</u>	<u>UNIT PRICE</u>
1. Working foreperson, straight-time wage rate per hour.	\$ <u>\$61.50</u> /Hour
2. Working foreperson, overtime wage rate per hour.	\$ <u>\$83.29</u> /Hour
3. Working foreperson, Sunday & holiday wage rate per hour.	\$ <u>\$105.07</u> /Hour
4. Journeyman tree trimmer, straight-time wage rate per hour.	\$ <u>\$57.27</u> /Hour
5. Journeyman tree trimmer, overtime wage rate per hour.	\$ <u>\$77.26</u> /Hour
6. Journeyman tree trimmer, Sunday & holiday wage rate per hour.	\$ <u>\$97.24</u> /Hour
7. Trimmer A, straight-time wage rate per hour.	\$ <u>\$52.48</u> /Hour
8. Trimmer A, overtime wage rate per hour.	\$ <u>\$70.44</u> /Hour
9. Trimmer A, Sunday & holiday wage rate per hour.	\$ <u>\$88.40</u> /Hour
10. Trimmer B, straight-time wage rate per hour.	\$ <u>\$50.33</u> /Hour
11. Trimmer B, overtime wage rate per hour.	\$ <u>\$67.36</u> /Hour
12. Trimmer B, Sunday & holiday wage rate per hour.	\$ <u>\$84.40</u> /Hour
13. Groundman, straight-time wage rate per hour.	\$ <u>\$48.30</u> /Hour
14. Groundman, overtime wage rate per hour.	\$ <u>\$64.47</u> /Hour
15. Groundman, Sunday & holiday wage rate per hour.	\$ <u>\$80.63</u> /Hour
16. General Foreperson rate per hour (40hr./week)	\$ <u>\$53.73</u> /Hour
17. General Foreperson overtime wage rate per hour	\$ <u>\$77.37</u> /Hour

All General Foreperson overtime pay must have prior Tree Superintendent approval.

General Foreperson must have a Missouri State Certification Operator License for Herbicide application from the Missouri Department of Agriculture.

Contractor employees' meal reimbursement will be paid at established Union agreement rates.

Equipment shall not be more than 6 years old and must be in working condition.

<u>ITEMS</u>	<u>UNIT PRICE</u>
18. Manual dump truck.	\$ <u>\$13.94</u> /Hour
19. Bucket truck (55') with dump bed.	\$ <u>\$18.37</u> /Hour
20. Bucket truck (70') with dump bed,	\$ <u>\$22.46</u> /Hour
21. Self-propelled backyard bucket, with 50' working height, less than 36" wide, with trailer and transport vehicle.	\$ <u>\$53.57</u> /Hour
22. ¾ ton Pickup	\$ <u>\$10.20</u> /Hour
23. ¾ ton Pickup, 4x4	\$ <u>\$13.08</u> /Hour
24. Disc brush chipper, rate per hour.	\$ <u>\$6.40</u> /Hour
25. Chain saw, rate per hour.	\$ <u>\$0.31</u> /Hour
26. Gas extension pole saw	\$ <u>\$0.22</u> /Hour
27. Brown tree unit with tractor (90 hp min). (Requires foreperson operator)	\$ <u>\$12.91</u> /Hour
28. Track Loader (Bobcat) with Seppi/Fail mower, trailer and transport vehicle. To include bucket w/ claw attachment. (Requires foreperson operator)	\$ <u>\$43.09</u> /Hour
29. 300-gallon spray truck, 4-wheel drive, dual wheels (20 GPM), positive displacement pump, 600 psi, two (400') side hose attachments with ditch pump and guns.	\$ <u>\$12.33</u> /Hour
30. Back pack sprayer with low volume basal wand with Y-3 tip and/or low volume water gun with dual nozzles (4006 & 1506).	\$ <u>\$0.15</u> /Hour
31. Four wheeler, 4x4, with spray unit, 25 gal. tank, 12v. pump, 20' hose and winch.	\$ <u>\$3.58</u> /Hour
32. 25/75% Garlon 4 Ultra/Basal Oil + Dye Pre-Mix	\$ <u>\$46.24</u> /Gallon
33. Accord Concentrate	\$ <u></u> /Gallon
34. Arsenal Powerline	\$ <u>\$118.26</u> /Gallon
35. 20/3% Garlon 4 Ultra/Stalker/Basal Oil + Dye Pre-Mix	\$ <u>\$58.17</u> /Gallon
36. TriMec	\$ <u>\$45.24</u> /Gallon
37. Garlon 3-A	\$ <u>\$96.02</u> /Gallon
38. Karmex XP	\$ <u>\$7.88</u> /Pound
39. Sahara DG	\$ <u>\$11.78</u> /Pound

<u>ITEMS</u>	<u>UNIT PRICE</u>
40. EscortXP	\$ <u>\$5.84</u> /Ounce
41. Accord XRT II	\$ <u> </u> /Gallon
42. Tordon K	\$ <u>\$112.13</u> /Gallon
43. Krenite S	\$ <u>\$134.92</u> /Gallon
44. Oust XP	\$ <u>\$53.89</u> /Pound
45. Krovar I DF	\$ <u>\$14.17</u> /Pound
46. 41-A Drift Control	\$ <u>\$0.60</u> /Ounce
47. Clean Cut spray adjuvant	\$ <u>\$15.51</u> /Gallon
48. Milestone VM	\$ <u>\$397.50</u> /Gallon
49. Hi-Light Colorant	\$ <u>\$65.06</u> /Gallon
50. Esplanade	\$ <u>\$14.43</u> /Ounce
51. Viewpoint	\$ <u> </u> /Ounce
52. Shortstop	\$ <u>\$330.06</u> /Gallon

Equipment pricing shall remain constant for the duration of this agreement, including renewal options. All bare ground herbicide applications shall use a coloration agent such as "Hi-Light" to assure uniform coverage. NO substitutes on herbicides. Specified M.S.D. sheets will be readily available for all herbicides and adjuvants used.

Any exceptions/deviations must be clearly noted and submitted with the bid response.

In the event of a negotiated union wage adjustment occurring during the term of this agreement, contractor may request to modify wage rates of Foreperson, Tree Trimmer, Trimmer A, Trimmer B and Grounds person applicable under the agreement. Contractor may request to adjust wage rates in future years of the contract in the event that wage rates and or benefits of pay classification under this contract changes. Contractor shall provide detailed support, in the form and amount requested by the City to support any requested wage change. Notwithstanding the foregoing, the City shall have sole discretion to implement any proposed wage/benefit changes and to determine the reasonableness of same. Any approved changes must be implemented through a contract modification process.

Company: Asplundh Tree Expert LLC

Authorized Representative: Edward D Bradshaw *Edward D Bradshaw*



Procurement Division
111 E Maple, PO Box 1019
Independence, MO 64051-0519

Invitation to Bid #24068

Line Clearance

Response Deadline Date and Time: December 4, 2024, 2:00 p.m., Local Time

Deadline for questions is 5:00 p.m. local time on December 2, 2024

Please submit all questions regarding this Invitation to Bid online via www.publicpurchase.com

ATTENTION BIDDER – COMPLETE AND RETURN WITH BID

Bidding Firm Wright Tree Service, Inc Phone Number 515-277-6291
(Please print or type)

Address 5930 Grand Ave City West Des Moines State IA Zip 50266

Name of Authorized Agent Jerry Black Email contractadmin@wrighttree.com

The only authorized source for bid forms, addenda, and information regarding this bid is www.publicpurchase.com. Using bid forms, addenda, and bid information not obtained from www.publicpurchase.com creates the risk of not receiving necessary bid information that may eliminate your bid from consideration. Bids must be submitted online via www.publicpurchase.com. Paper, fax, or email bids will NOT be accepted and will not be returned to sender.

Submitting a bid response is bidder's responsibility to adhere to all specifications, scopes, terms, and conditions of this ITB.

General Terms & Conditions and Response Instructions
Invitation to Bid

Response Instructions to Bidder

1. ACCEPTANCE

Each bid is received with the understanding that the acceptance in writing by the City of the offer to furnish any or all commodities or services described therein shall constitute a contract between the bidder and the City, which shall bind the bidder on its part to furnish and deliver the commodities and services quoted at the prices stated in accordance with the conditions of said accepted bid. The City, on its part, may order from the contractor, except for cause beyond reasonable control, and to pay for, at the agreed prices, all commodities and services specified and delivered.

Upon receipt of an Invitation to Bid (ITB) package containing a City of Independence "sample contract" as part of the requirements, it is understood that the bidder has reviewed the documents with the understanding that the City requires all contracts between the parties be entered into via this document. If any exceptions are taken to any part, each must be stated in detail and submitted as part of the bid. If no exceptions are stated, it is assumed that the bidder fully agrees to the provisions contained in the "sample contract" in its entirety. No exceptions to the General Terms & Conditions of the ITB shall be accepted.

2. ITB SOURCE

Bidders may view and download bid documents from www.publicpurchase.com, via the City's website at www.indepmo.org. A bidder using ITB documents not obtained from www.publicpurchase.com risk not receiving any necessary addenda, possibly eliminating its bid from consideration.

3. QUESTIONS

Questions regarding the bid process shall be submitted via www.publicpurchase.com. The City will respond to questions via www.publicpurchase.com, thus providing all questions and answers to all prospective bidders equally.

4. DEFINITIONS

- A. The term "City" means the City of Independence, Missouri.
- B. The term "contractor" means the person or organization that receives the award after the bid process.
- C. The term "Invitation to Bid" and acronym "ITB" means a solicitation for bids.
- D. The term "bidder" means the person or organization responding to an ITB with a bid.
- E. The term "bid" means the response submitted by the bidder in response to an ITB.

5. PREPARATION OF BIDS

- A. Bidders are responsible for conducting site visits (if applicable), attending pre-bid conferences (if applicable) and examining all drawings, specifications, schedules, etc., included in the ITB. Failure to do so will be at the bidder's risk.
- B. Each bidder shall furnish the information required in the ITB. The bidder shall complete all sections requiring information or a signature. An agent duly authorized to enter the firm into a legally binding, contractual agreement must sign the document. Electronic signature is acceptable.
- C. Unit price for each unit bid shall be shown and shall include packaging for shipment unless otherwise specified. A total shall be entered in the total column for each item bid. In case of discrepancy between a unit price and extended price, the unit price shall prevail.
- D. Freight, if applicable, shall be shown as a separate line item cost and not included in the cost of the goods.
- E. Prices quoted are to be firm and final.
- F. Bidder shall prepare its bid for City projects without including sales tax.
- G. Alternate bids for supplies or services other than those specified will not be considered unless authorized by the ITB.
- H. Bidder must state a definite date and time for delivery of supplies or services unless otherwise specified in the ITB.
- I. Number of days shall be calendar days, which includes Saturdays, Sundays, and holidays.
- J. If the item has a trade name, brand, or catalog number, such must be stated in the bid.
- K. Bidders shall submit online via www.publicpurchase.com unless otherwise specified in the ITB.
- L. Bond requirements and liquidated damages, if applicable, will be set forth in the specifications.

6. ADDENDUM

The City reserves the right to officially modify or cancel an ITB after issuance. Modifications will be made only by written addendum. Bidders must acknowledge any addendum by opening and accepting on www.publicpurchase.com.

7. BUY AMERICAN AND DOMESTIC PRODUCTS POLICY STATEMENT

It is the policy of the City of Independence, Missouri, to buy materials, products, supplies, provisions, and other articles produced, manufactured, compounded, made or grown within the State of Missouri, when they are found in marketable quantities in the state, and are of a quality suited to the purpose intended and can be secured without additional cost over products of other states; provided however, that quality and fitness of articles shall be considered in purchasing or letting contracts for articles herein mentioned.

It is the policy of the City of Independence to buy goods or commodities that have been manufactured, assembled, or produced in the United States of America, unless:

- A. The purchase, lease, or contract involves an expenditure of less than \$5,000.
- B. Only one line of a particular good or product is manufactured, assembled, or produced in the United States.

- C. The specified products are not manufactured, assembled, or produced in the United States in sufficient quantities to meet the City's requirements or cannot be manufactured, assembled, or produced in the United States within the necessary time in sufficient quantities to meet the City's requirements; or
- D. Obtaining the specified products manufactured, assembled, or produced in the United States would increase the purchase price by more than 10%
- E. To qualify for the preference, bidder shall clearly state in its bid whether the materials quoted were manufactured, assembled, or produced in the United States of America. If multiple items are listed in the ITB, the bidder shall clearly state which items were manufactured, assembled, or produced in the United States of America.

8. LOCAL PREFERENCE POLICY

Licensed businesses operating from a physical address in the City of Independence for a minimum of six (6) months when quality, service and other terms of the purchases are equal to or better than the low bid. The local business shall be given a preference of ten percent (10%) over the low bid, provided that the difference between the low bid and the local bid does not exceed thirty thousand dollars (\$30,000.00) maximum.

9. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract or purchase order, the contractor agrees as follows:

- A. The contractor will not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, national origin or any other legally protected category. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to race, age, color, religion, sex, or national origin. Such action shall include, but not be limited to: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The contractor will state that all qualified applicants will receive consideration for employment without regard to race, age, color, religion, sex, or national origin in all solicitations or advertisements for employees placed by or on behalf of the contractor.
- C. The contractor will send a notice advising the said labor union or workers' representatives of the organization's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding.
- D. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his or her books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of the contractor's noncompliance with the non-discrimination clauses of this contract or purchase order with any of the said rules, regulations, or orders, this contract or purchase order may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for any further government contracts, purchase orders, or federally assisted contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The contractor will include the entire text of this Equal Employment Opportunity section and its subsections in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the department may direct as a means of enforcing such provisions, including sanctions of noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the department, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

10. ANTI-DISCRIMINATION AGAINST ISRAEL ACT

Contractors working on behalf of the City of Independence are to abide by Missouri Revised Statute 34.600, otherwise known as the Anti-Discrimination against Israel Act.

11. CONFLICT OF INTEREST AND DEBARMENT

By submission of its response, the contractor certifies that:

- A. No Councilmember, nor the City Manager, the Director of Finance or the City Procurement Manager is financially interested in what the bidder is offering to sell to the City pursuant to this invitation, nor is the bidder a City employee or board member whose bid creates a conflict of interest. A conflict of interest would arise if a City employee or board member were in a position to affect either the decision to solicit bids or the selection of the successful bidder.
- B. Bidder has not participated in collusion or committed any act in restraint of trade, directly or indirectly, which bears upon anyone's response or lack of response to this Invitation.
- C. The authorized signer of the bid document certifies that the contractor and each of its principals are not suspended or debarred by the City of Independence, State of Missouri or Federal government.
- D. All bidders shall complete, have notarized, and submit the attached non-conflict of interest and non-collusion form. Failure to submit the completed form shall be grounds for rejection of bid.

12. SUBMISSION OF BIDS

- A. Bids and any modifications (addendum) shall be submitted electronically through www.publicpurchase.com.
- B. Telephonic, emailed, paper, or faxed bids will not be considered, unless authorized in the ITB.

- C. Samples of items, when required, must be submitted within the time specified and unless otherwise specified by the City, at no expense to the City. If not consumed by testing, samples will be returned at bidders request and expense, unless otherwise specified in the ITB.
- D. Bids will be opened at the date and time indicated on the ITB cover page. An unofficial bid tabulation, with no indication of award or final numbers, will be made available upon request. Bidders must allow ample time for the City to create the tabulation (a minimum of five business days).
- E. A final bid tabulation and Notice of Intent to Award for bids over \$100,000 will be posted on the City's website and www.publicpurchase.com at least five days prior to City Council approval.

13. MODIFICATION OR WITHDRAWAL OF BIDS

Modification or withdrawal of bids will be via www.publicpurchase.com. Click on "Edit" response and delete the desired item(s) previously entered. Delete any uploaded documents, and click "Save". This will remove the initial response. Follow the same procedure to withdraw a bid before the bid deadline and simply cancel the submittal.

14. LATE BIDS

It is the responsibility of the bidder to submit the bid on or before the date and time of the ITB submission deadline. Bids will NOT be accepted after the date and time of closing under any circumstances.

15. QUALIFICATIONS OF BIDDERS

The City shall exercise due diligence in determining the responsibility of bidders. The bidder shall furnish all information, within the time frame specified, if requested by the City. The City reserves the right to reject any bid if the information is not submitted in a timely manner or the information, or subsequent investigation, fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and to complete the work as specified in the ITB.

The City may consider the following factors in determining a bidder's responsibility:

- A. The ability, capacity, and skill of the bidder to perform the contract or provide the required materials, equipment, or supplies;
- B. Whether the bidder can perform the contract or provide the materials, equipment, or supplies promptly or within the time specified without delay or interference;
- C. The quality of performance in previous contracts;
- D. The previous and current compliance by the bidder with laws and ordinances related to the contract or service;
- E. The sufficiency of the bidder's financial resources to perform the contract or provide the commodities;
- F. The ability of the bidder to provide future maintenance and service.

16. AWARD

Award shall be made to the lowest priced most responsive and responsible bidder who submits the bid most advantageous to the City. Additional considerations will be given to prior contract history with the City, references, warranty information, delivery schedule, and other requirements as specified in the ITB. The City reserves the right to accept or reject any or all bids or portions of bids, make multiple awards, to waive irregularities and technicalities, and to request re-bids on the materials or services described in the bid documents. The City reserves the right to award the contract on such materials or services as the City deems will best serve its interests. The City reserves the right to award the contract on a partial-order basis, lump-sum or individual-item basis, or such combination as shall best serve the interest of the City unless otherwise specified. Conditional bids, including bids in are subject to rejection in whole or in part at the sole discretion of the City. Bids that take exception to the City's General Terms and Conditions will be rejected.

17. RIGHT OF PROTEST

The Procurement Manager, or appointed designee, will accept written protests regarding the solicitation of any goods, services or commodities with a dollar value of \$50,000 or less within five (5) business days of a bid opening. For purchases over \$50,000, a Notice of Intent to Award will be posted on the Internet at www.publicpurchase.com. Any bid protest must be filed within five (5) business days of the date of posting of the Notice. Neither the City nor Public Purchase shall be responsible for directly notifying bidders of the Notice of Intent to Award.

Protests must be received in the office of the Procurement Manager and must contain the following information:

- A. Company name, address, phone number and signature of the authorized representative;
- B. Solicitation number;
- C. Detailed statement describing the grounds for the protest; and
- D. Supporting evidence or documents to substantiate the claim.

The Director of Finance and Administration will review the information provided and issue a written decision within five (5) business days of receipt of the protest. This decision shall be final.

18. VENDOR SELF SERVICE (VSS)

Vendors contracted with the City shall register online as a vendor on the City's Vendor Self-Service (VSS) portal at <https://independencemo.munisselfservice.com>. All contracts, purchase orders, and other documentation is uploaded to VSS from the City's financial system. Contracts and purchase orders are no longer mailed, faxed, or emailed. Invoices may also be submitted to the City on this portal.

GENERAL TERMS & CONDITIONS

1. ACCEPTANCE

By submitting a bid, the bidder agrees to be bound by these terms and conditions for the term of a contract resulting from the ITB. These terms and conditions shall prevail unless otherwise modified by the City within this ITB.

2. FIRM PRICES

The bidder warrants that prices quoted in its bid will be firm for acceptance for a period of not less than 120 days from the bid opening date unless otherwise specified in the bid document. Such prices will remain firm for the period of time specified in the purchase order or contract. The City shall not be responsible to pay surcharges or any other fees not disclosed in the bid and agreed upon between the parties.

3. ESTIMATED QUANTITIES

Whenever a bid requests prices to be firm for the contract or purchase order period, the quantities or usages shown are estimated with no guarantee made by the City. The quantities are for the bidder's information only, and the City will be bound only for actual quantities ordered.

4. DELIVERY

As applicable, bidders must indicate the number of days required to make delivery after receipt of a purchase order. Delivery time may be considered in making an award. Time may be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel such orders, or any part thereof, without obligation if delivery is not made within the time(s) specified on the bid response.

5. FREIGHT TERMS

The City's freight terms are F.O.B. Destination (delivery point Independence, Missouri), bill receiver for small package shipments (UPS). For shipments over 150 pounds (LTL), the City outsources to a third party freight service. Freight shall be billed as third party collect and shall be shown as a separate line item cost and not included in the cost of the goods. Failure to follow these instructions may result in rejection of the bid. C.O.D shipments will not be accepted.

6. PACKAGING

The City will not be liable for any charges for drayage, packing, cartage, boxing, crating, storage, surcharges, or any other fees in excess of the purchase price unless stated otherwise in the bid response.

7. BRAND NAMES

Specifications may name a specific brand, make, manufacturer, trade name, or vendor catalog number is specified for the purpose of establishing a grade or quality of material only. When the City does not wish to rule out other brands or makes, the phrase OR APPROVED EQUAL is added. However, if a product other than that specified is bid, it is the bidder's responsibility to identify such product in its bid and must prove to the City that said product is equal to or better than the product specified. Unless otherwise specified, evidence in the form of samples may be requested if the proposed brand is other than that specified by the City. Such samples shall be furnished as specified in the ITB or upon request of the City. If samples are requested, the City must receive the samples no later than the time specified in the written request for any further consideration.

8. INSPECTION AND ACCEPTANCE

No material received by the City pursuant to the purchase order issued under the terms and conditions of this ITB shall be deemed accepted until the City has had reasonable opportunity to inspect the material. All material that is discovered to be defective or does not conform to any warranty of the bidder may be returned at the contractor's expense for full credit or replacement.

No goods returned as defective shall be replaced without Procurement Manager's written authorization. Such return shall in no way affect City's discount privileges. The right to return shall not exclude any other legal, equitable, or contractual remedies the City may have.

9. MATERIAL SAFETY DATA SHEET (MSDS)

It is mandatory for a manufacturer, supplier, or distributor to supply an MSDS, as required by 29CFR 1910.1200, as required in this ITB. If an MSDS is revised, the vendor is required to provide new information relevant to the specific material.

10. GENERAL GUARANTY AND WARRANTY

The bidder warrants that all materials, fixtures, and equipment furnished by the bidder and sub-bidders shall be new, of good quality, and of good title, and that any work will be done in a neat and workmanlike manner. The bidder guarantees the workmanship and materials for a minimum period of one year from the date of final acceptance of all the work required. The bidder shall furnish the City with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under the contract or purchase order.

11. PATENTS

The bidder warrants that the articles described herein and the sale or use of them will not infringe upon any U.S. or foreign patent or copyright and bidder covenants it will at its own expense, defend every suit that may be brought against the City, or those selling or using City's product (provided winning bidder is promptly notified of such suit and all documentation delivered) for any alleged infringement of any patent or copyright by reason of the sale or use of such articles; and contractor agrees it will pay all costs, damages, and profits recoverable in any such suit. All fees or royalties for any patented article or operation of work or any part thereof, or any materials, tools, implements, machinery, fixtures, or anything used shall be included in the price stipulated in the bid, and the contractor shall protect and hold harmless the City against all demands for such fees, royalties, and claims.

12. INVOICES

Invoices shall contain complete details describing the goods or services being invoiced, including the contract number, purchase order number, item number, sizes, quantities, unit prices, and extended totals. Invoices for and inquiries regarding payment should be emailed to accounts payable@indepmo.org. Any delay in receiving invoices, or errors and omissions, will be considered just cause for delaying or withholding payment.

13. TERMS OF PAYMENT

The preferred method for payment is with the City's credit card with no fees added to the payment or invoice for paying with a credit card. Unless otherwise noted, the City's payment terms are Net 30 days from receipt of invoice.

14. TAX EXEMPT

The City is exempt from payment of the Missouri Sales Tax in accordance with Section 39 (10), Article 3, of the Missouri Constitution and is exempt from payment of Federal Excise Taxes in accordance with Title 26, United States Code annotated.

15. PROJECT EXEMPTION

It is the responsibility of the successful contractor to request a project exemption certificate from the Procurement office for projects that require the contractor to purchase parts or equipment to be used on a project with tax exemption. Missouri state law prohibits issuance of project exemption certificates after the project is completed.

16. EXPENSES

The City shall not be liable for any expenses paid or incurred by the contractor unless otherwise agreed to in writing.

17. PAYROLL TAXES

Payroll taxes, including federal, state and local taxes, shall not be withheld or paid by the City on behalf of the contractor or for the employees of the contractor. The contractor shall not be treated as an employee for federal or state tax purposes with respect to the services performed under this contract. The contractor shall be responsible to pay all taxes, as mandated by law.

18. FRINGE BENEFITS

The contractor is not an employee of the City and is not eligible for and shall not participate in any employer benefit of the City, including pension, health, or other fringe benefits.

19. TERM OF CONTRACT

The term of the contract shall be specified in the ITB. If contract renewals or extensions are included in the ITB, the contract shall automatically renew or extend for the number of contract periods specified in the ITB and bid at the prices agreed upon between the parties. No notice will be sent by the City to the contractor. All terms and conditions shall remain in effect during the subsequent contract periods.

Unless otherwise specified within the ITB, the unit prices stated in the bid and agreed upon between the parties shall remain firm with no provision for price increases during the term of the contract.

20. TERMINATION

City may terminate or suspend performance of a contract for City's convenience upon written notice to contractor. City shall pay contractor for all the services performed till the date of the termination by the City.

A contract may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of the contract. The nonperforming party shall have ten (10) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party. Risk to persons or property shall result in immediate termination of a contract.

21. NOTICES

It is the responsibility of the contractor to communicate changes to the City when they occur. Any notice given in connection with a contract shall be given in writing and delivered either to the duly authorized representative by email, by hand, or by certified mail return receipt requested to the contractors' address. Any party may change its notice address by giving notice of the change in accordance with this section. Any notice sent to the City should be emailed to purchasing@indepmo.org or sent to the attention of the Procurement Manager, 111 E. Maple, P.O. Box 1019, Independence, MO 64051-0519.

22. ASSIGNMENT OF CONTRACT

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

23. SUBCONTRACTS

The contractor shall not execute a contract with any subcontractor to perform any work without the written approval of the City. The contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by the contractor as it is for the acts and omissions of persons directly employed by the contractor. The contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of the contract. Nothing contained in the conditions shall create any contractual relationship between any subcontractor and the City.

24. CHANGES

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

25. GENERAL INDEMNIFICATION

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

Contractor agrees to defend, indemnify, and hold harmless City, from and against legal liability for all claims, losses, damages, and expenses resulting from death or bodily injury to any person and damage or destruction to property to the extent such claims, losses, damages, or expenses are caused by its negligent acts, errors, or omissions. In the event such claims, losses, damages or expenses are caused by the joint or concurrent negligence of the contractor and City, they shall be borne by each party in proportion to its own negligence.

Contractor shall indemnify City against legal liability for damages arising out of claims by contractor's employees.

26. INSURANCE

A certificate of insurance is not required for the purchase of goods or commodities. A certificate of insurance is required for services provided to the City.

General Services

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

Contractor must demonstrate the following insurance coverage in accordance with the estimated value limits (formal vs. informal). The bid document will specify whether a solicitation is "formal" or "informal".

Purchases less than \$100,000

- (1) General Liability Insurance, with a \$500,000 combined single limit.

Purchases \$100,000 and over

- (1) General liability insurance, with bodily injury and property damage limits of \$1,000,000 for each occurrence with a \$2,000,000 general aggregate and \$2,000,000 products and completed operations aggregate.
- (2) Automobile liability Insurance for any owned, hired and non-owned vehicles, with bodily injury limits of \$1,000,000 for each person and \$1,000,000 for each accident, and with property damage limits of \$1,000,000 for each accident; OR \$1,000,000 combined single limits, including bodily injury and property damage.

The above limits are the minimum acceptable and do not infer or place a limit on the liability of the supplier. The City is to be named as an additional insured as the City's interest may appear in regards to the materials, equipment or supplies provided the City. The supplier's insurance shall be primary and any insurance or self-insurance maintained by the City shall be excess for the City and not contribute with the coverage maintained by the supplier.

WORKER'S COMPENSATION

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

27. AVAILABILITY OF FUNDING

Contracts and purchase orders are contingent upon the availability of funding and allocation of City funds. The City may cancel a contract or purchase order immediately, by giving written notice to the contractor, in the case of a reduction or elimination of funds or funding for any project, commodity, or service.

28. NO AUTHORITY TO BIND CITY

The contractor has no authority to enter into contracts on behalf of the City. A contract does not create a partnership between the parties.

29. NON-WAIVER

The failure of either party to exercise any of its rights under a contract at any time does not constitute a breach of contract and shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

30. COMPLIANCE WITH LAWS

The contractor represents that it has complied with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the work under a contract resulting from this ITB.

31. FORCE MAJEURE

Neither party shall be liable for delays, or defaults in the performance of a contract due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental action of any kind or any other causes of a similar character beyond its control and without its fault or negligence. Neither party shall penalize or add any additional fees, surcharges, or any other financial requirements due to force majeure.

32. AUDIT

The City shall have the right to audit any contract and all books, documents, and records relating thereto. Contractor shall maintain all its books, documents, and records relating to a contract during the contract period and for three (3) years after the date of final payment. The books, documents, and records shall be made available to the City within ten (10) days of receipt of the written request.

33. GOVERNING LAW

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

34. SEVERABILITY

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

35. AFFIDAVIT REQUIREMENT

The successful vendor shall be required to complete and submit a notarized affidavit of non-collusion to the Procurement office prior to issuance of a purchase order or contract. Failure to provide shall deem the bid unresponsive and it shall be rejected. Form is included with ITB.

36. PRECEDENCE OF DOCUMENTS

The ITB including the terms and conditions, the successful bidder's (contractor) response and written quote, and purchase order shall constitute the entire contract for each project. If these General Terms & Conditions be in conflict with any attached Special Conditions, the Special Conditions will supersede the General Terms & Conditions. In case of a discrepancy, the purchase order shall take precedence over the ITB and the ITB shall take precedence over the contractor's response and written quote for each project.

Invitation to Bid #24068
Line Clearance

1. Scope of Work:

The Contractor agrees to furnish all labor, supervision, equipment and material necessary to trim and/or remove trees and brush, and apply herbicides at the times and places requested by Independence Power & Light (IPL) and in accordance with the following conditions:

Contractor shall furnish crews as needed. Manual crews should consist of three people each: one working foreperson, one journeyman tree trimmer, and one groundman. Bucket crews should consist of two people each: one working foreperson and one groundman. Journeyman may be substituted with a Trimmer A or B according to experience. Journeymen are the preferred workers and should be the main person trimming along with the foreperson. Deviation from crew size or equipment must receive written prior approval at the discretion of the Tree Superintendent. City shall have the right, with thirty (30) days' notice to Contractor, to add or reduce the number of crews.

- A. Contractor's employees shall be knowledgeable of ANSI A300 Pruning Standards and shall have a minimum of three years' experience trimming trees in close proximity to electric power lines with voltages up to 161,000 volts. Experience and documented certification per OSHA of contractor employees must be provided to City. All current ANSI Z-133 standards should be met in regard to equipment and work performance.
- B. Contractor shall supply its employees with proper identification cards listing the contractor's name, the employee's name and other information necessary for full identification by the City's employees, customers and the public. **Contractor's employees shall be required to wear uniforms identifying them as Contract employees.** Uniforms are to meet OSHA requirements. Signs shall be attached to all vehicles identifying that Contractor is working for IPL.
- C. Contractor's employees shall conduct themselves in a manner as not to harm the City's relations with its customers and the public. City shall have the right to require removal of any employee who does not so conduct himself.
- D. The equipment to be provided with each three-man crew shall be, at a minimum, one enclosed dump truck, minimum eleven (11) cubic yard capacity, one disc-style chipper, and two chain saws. For each two-man crew, the equipment shall be, at a minimum, one bucket lift truck (minimum reach 55'), two bucket trucks (minimum reach 70') each equipped with a disc-style chipper and one chain saw. Each crew will have a portable spray unit for stump treatments. Billing for equipment will match crew make up. All equipment to be used in the performance of the Agreement must be made available for inspection by the City prior to its use. Equipment and crew makeup can vary as IPL supervision deems necessary.
- E. Contractor shall obtain from the City full information on the voltage and other characteristics of City facilities adjacent to the work areas, and shall fully advise employees of the dangers involved.
- F. Contractor shall perform the work so as to present the least possible obstruction to traffic and inconvenience to the public. The Contractor shall provide and maintain suitable barricades, warning signs, lights, signals, etc., that are in compliance with MODOT and the City Codes.
- G. In the event of inclement weather predicted to last more than one (1) work day, the City shall contact the Contractor before 4 p.m. to determine whether the City requires work on the following day. The decision to work is within the City's sole discretion. City recognizes the Contractor's obligation of compliance to local union contracts, but will only allow two hour show-up compensation for the days that are inclement and contractor has not been notified of a no-work day. On days where the City has a holiday and the

contractor does not, it will be at the City's discretion whether work is required for that day.

- H. At City's request, Contractor shall assist the City in the distribution of tree trimming notices, comment cards, and the implementation of its programs to property owners (tree replacement, stump grinding and herbicide treatment, etc.). All work performed by Contractor will be in accordance with **Independence Power & Light Tree Trimming Guidelines**, adopted by City Council in April 1992.
- I. Contractor shall keep daily reports for each job showing the location of the work, the number of trees trimmed or removed, herbicide treatments, the name, rate and number of hours worked by each employee, the equipment used, and chargeable equipment hours. Daily reports shall be submitted along with weekly statements to the Power & Light Director no later than 12:00 noon on the Tuesday following the week of performance. ALL work done on transmission lines shall be documented by General Foreperson in a log kept by the City.
- J. After performing work under this Agreement, Contractor shall promptly clean up the adjacent area. All brush, trees and debris shall be removed and the area left in a condition satisfactory to the landowner. Special attention should be taken where streams and slopes are involved to avoid run off and debris blocking water movement. Chips shall either be delivered to customer per chip ticket or dumped at the designated debris site.
- K. Contractor shall respond promptly to all complaints and claims made by the City, its customers or the public. The City shall be informed of the disposition of all complaints and claims.

2. Additional Requirements:

Contractor must meet the following requirements:

- A. Contractor shall acquire all necessary permits and licenses and pay all fees required by law.
- B. Contractor shall pay all applicable state and local sales and use taxes.
- C. Contractor shall comply with all federal, state and local laws relating to the health, safety and welfare of its employees and the public. Where conflicts exist, the more stringent standards shall apply.
- D. Contractor shall comply with all Federal and State laws and City ordinances where applicable, relating to fair labor practices and discrimination in the employment of persons.
- E. At City's request, Contractor shall furnish written evidence that all claims and other indebtedness incurred in connection with work performed under this Agreement have been paid, including releases and lien waivers from laborers and material and equipment suppliers.
- F. Contractor agrees to hold the City harmless from all liability arising from performance under this Agreement.
- G. Contractor agrees to repair or correct to the City's satisfaction any defects in the work or materials provided the City which may appear within one year after completion of the work. Acceptance of or payment for the work shall not affect this obligation.
- H. Contractor agrees to perform tree trimming/vegetation management services for the City from 7:00 a.m. to 3:30 p.m., Monday through Friday, for the duration of this Agreement.

Contractor also agrees to provide a 24-hour contact person for storm/emergency restoration trimming. An equal or greater daily number of crews shall be made available for emergency work, if needed. Crews

shall report to work in one hour or less from notification. The contractor, upon arrival, shall immediately report in with the dispatcher for assignments before commencing any work. A roster of all Contract personnel with contact information will be made available to IPL supervisor.

- I. Contractor shall provide a show-up site for all workers and equipment provided, unless otherwise arranged with the City. Parking will only be allowed in designated areas at Power & Light Service Center.
- J. Contractor will provide and maintain to each foreperson, and general foreperson, direct connect Nextel-type phones (able to communicate with IPL phones).
- K. Contractor shall have a Kansas City metro office that supplies the general foreperson with needed supplies and equipment. Office shall have staff to answer phone during regular business hours.
- L. City shall have the right to employ other line clearance services and/or permit City employees to perform activities similar to Contractor's duties under this Agreement and during this Agreement.
- M. Changes in crew structure (crews working together, number trimmers per crew) must be approved by the IPL Superintendent. If a vehicle is used to transport a one-man crew to join another crew, only one of the vehicles will be billable.
- N. Inoperable equipment will not be billed to IPL.

3. Term of the Agreement

The term of the agreement shall be 2/1/25 – 1/31/26 with the option for four, one-year renewals.

4. Bid Submission Requirements

- A. Coverpage, completed;
- B. Non-Collision Affidavit;
- C. Immigration Affidavit;
- D. References (3) including contact name and telephone number;
- E. Pricing Page, completed and signed.

5. Miscellaneous

- A. Formal insurance limits shall apply (see attached).
- B. The bidder must accept the City's terms and conditions in order to be considered for award.
- C. The ITB including the terms and conditions, the successful bidder's (contractor) response and purchase order shall constitute the entire contract. In case of a discrepancy, the purchase order shall take precedence over the ITB and the ITB shall take precedence over the contractor's response.

Invitation to Bid 24068
Line Clearance Pricing
2/1/25 – 1/31/26

<u>ITEMS</u>	<u>UNIT PRICE</u>
1. Working foreperson, straight-time wage rate per hour.	\$ <u>69.27</u> /Hour
2. Working foreperson, overtime wage rate per hour.	\$ <u>95.59</u> /Hour
3. Working foreperson, Sunday & holiday wage rate per hour.	\$ <u>121.91</u> /Hour
4. Journeyman tree trimmer, straight-time wage rate per hour.	\$ <u>64.29</u> /Hour
5. Journeyman tree trimmer, overtime wage rate per hour.	\$ <u>88.72</u> /Hour
6. Journeyman tree trimmer, Sunday & holiday wage rate per hour.	\$ <u>113.15</u> /Hour
7. Trimmer A, straight-time wage rate per hour.	\$ <u>58.86</u> /Hour
8. Trimmer A, overtime wage rate per hour.	\$ <u>81.23</u> /Hour
9. Trimmer A, Sunday & holiday wage rate per hour.	\$ <u>103.59</u> /Hour
10. Trimmer B, straight-time wage rate per hour.	\$ <u>56.36</u> /Hour
11. Trimmer B, overtime wage rate per hour.	\$ <u>77.78</u> /Hour
12. Trimmer B, Sunday & holiday wage rate per hour.	\$ <u>99.19</u> /Hour
13. Groundman, straight-time wage rate per hour.	\$ <u>54.05</u> /Hour
14. Groundman, overtime wage rate per hour.	\$ <u>74.59</u> /Hour
15. Groundman, Sunday & holiday wage rate per hour.	\$ <u>95.12</u> /Hour
16. General Foreperson rate per hour (40hr./week)	\$ <u>65.43</u> /Hour
17. General Foreperson overtime wage rate per hour	\$ <u>90.29</u> /Hour

All General Foreperson overtime pay must have prior Tree Superintendent approval.

General Foreperson must have a Missouri State Certification Operator License for Herbicide application from the Missouri Department of Agriculture.

Contractor employees' meal reimbursement will be paid at established Union agreement rates.

Equipment shall not be more than 6 years old and must be in working condition.

<u>ITEMS</u>	<u>UNIT PRICE</u>
18. Manual dump truck.	\$ <u>15.99</u> /Hour
19. Bucket truck (55') with dump bed.	\$ <u>23.01</u> /Hour
20. Bucket truck (70') with dump bed,	\$ <u>36.82</u> /Hour
21. Self-propelled backyard bucket, with 50' working height, less than 36" wide, with trailer and transport vehicle.	\$ <u>29.17</u> /Hour
22. ¾ ton Pickup	\$ <u>17.80</u> /Hour
23. ¾ ton Pickup, 4x4	\$ <u>19.48</u> /Hour
24. Disc brush chipper, rate per hour.	\$ <u>7.09</u> /Hour
25. Chain saw, rate per hour.	\$ <u>Included</u> /Hour
26. Gas extension pole saw	\$ <u>1.93</u> /Hour
27. Brown tree unit with tractor (90 hp min). (Requires foreperson operator)	\$ <u>75.77</u> /Hour
28. Track Loader (Bobcat) with Seppi/Fail mower, trailer and transport vehicle. To include bucket w/ claw attachment. (Requires foreperson operator)	\$ <u>49.87</u> /Hour
29. 300-gallon spray truck, 4-wheel drive, dual wheels (20 GPM), positive displacement pump, 600 psi, two (400') side hose attachments with ditch pump and guns.	\$ <u>28.84</u> /Hour
30. Back pack sprayer with low volume basal wand with Y-3 tip and/or low volume water gun with dual nozzles (4006 & 1506).	\$ <u>Included</u> /Hour
31. Four wheeler, 4x4, with spray unit, 25 gal. tank, 12v. pump, 20' hose and winch.	\$ <u>22.41</u> /Hour
32. 25/75% Garlon 4 Ultra/Basal Oil + Dye Pre-Mix	\$ <u>Cost + 10%</u> /Gallon
33. Accord Concentrate	\$ <u>Cost + 10%</u> /Gallon
34. Arsenal Powerline	\$ <u>Cost + 10%</u> /Gallon
35. 20/3% Garlon 4 Ultra/Stalker/Basal Oil + Dye Pre-Mix	\$ <u>Cost + 10%</u> /Gallon
36. TriMec	\$ <u>Cost + 10%</u> /Gallon
37. Garlon 3-A	\$ <u>Cost + 10%</u> /Gallon
38. Karmex XP	\$ <u>Cost + 10%</u> /Pound
39. Sahara DG	\$ <u>Cost + 10%</u> /Pound

<u>ITEMS</u>	<u>UNIT PRICE</u>
40. EscortXP	\$ <u>Cost + 10%</u> /Ounce
41. Accord XRT II	\$ <u>Cost + 10%</u> /Gallon
42. Tordon K	\$ <u>Cost + 10%</u> /Gallon
43. Krenite S	\$ <u>Cost + 10%</u> /Gallon
44. Oust XP	\$ <u>Cost + 10%</u> /Pound
45. Krovar I DF	\$ <u>Cost + 10%</u> /Pound
46. 41-A Drift Control	\$ <u>Cost + 10%</u> /Ounce
47. Clean Cut spray adjuvant	\$ <u>Cost + 10%</u> /Gallon
48. Milestone VM	\$ <u>Cost + 10%</u> /Gallon
49. Hi-Light Colorant	\$ <u>Cost + 10%</u> /Gallon
50. Esplanade	\$ <u>Cost + 10%</u> /Ounce
51. Viewpoint	\$ <u>Cost + 10%</u> /Ounce
52. Shortstop	\$ <u>Cost + 10%</u> /Gallon

Equipment pricing shall remain constant for the duration of this agreement, including renewal options. All bare ground herbicide applications shall use a coloration agent such as "Hi-Light" to assure uniform coverage. NO substitutes on herbicides. Specified M.S.D. sheets will be readily available for all herbicides and adjuvants used.

Any exceptions/deviations must be clearly noted and submitted with the bid response.

In the event of a negotiated union wage adjustment occurring during the term of this agreement, contractor may request to modify wage rates of Foreperson, Tree Trimmer, Trimmer A, Trimmer B and Grounds person applicable under the agreement. Contractor may request to adjust wage rates in future years of the contract in the event that wage rates and or benefits of pay classification under this contract changes. Contractor shall provide detailed support, in the form and amount requested by the City to support any requested wage change. Notwithstanding the foregoing, the City shall have sole discretion to implement any proposed wage/benefit changes and to determine the reasonableness of same. Any approved changes must be implemented through a contract modification process.

Company: Wright Tree Service, Inc

Authorized Representative: Jerry Black, Vice President of Operations

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-701 A Resolution establishing standards for the recruitment and selection of board members, establishing standards for communication, and establishing expectations, duties, and norms of behavior for all appointed city boards, commissions, and committees.

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

Department / Contact	Council and Board /
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REVIEWERS

Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Boards and Commissions Resolution 6975 Revised 2025 (002) (2) (1) (1)

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION ESTABLISHING STANDARDS FOR THE RECRUITMENT AND SELECTION OF BOARD MEMBERS, ESTABLISHING STANDARDS FOR COMMUNICATION, AND ESTABLISHING EXPECTATIONS, DUTIES, AND NORMS OF BEHAVIOR FOR ALL APPOINTED CITY BOARDS, COMMISSIONS, AND COMMITTEES.

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

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

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

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

WHEREAS, on June 20th, 2023, the Independence City Council formally adopted Resolution No. 6936, directing the City Manager to establish standards for the recruitment and appointment of board members, establish standards for how board members will communicate with the Commission and individual members of the City Council and City staff to increase efficiency and efficacy of advisory board input; and,

WHEREAS, on January 2nd, 2024 the City Council adopted Resolution 6975, establishing standards for the recruitment and selection of board members, establishing standards for communication, and establishing expectations, duties, and norms of behavior for all appointed City boards, commissions, and committees; and,

WHEREAS, on January 2nd, 2024, the City Council also adopted Resolution 6976, directing the City Manager to develop recommendations regarding board and commission consolidation into four key pillars: Community Health & Safety, Administrative & Fiscal Oversight, Community Development, and Cultural Services; and,

WHEREAS, the City Manager was further directed to make recommendations to the City Council regarding Board and Commission consolidation by October 8th, 2024; and,

WHEREAS, after further consultation with board and commission chairs, it was determined that consolidation was not advisable at this time; and,

WHEREAS, in light of the decision to suspend consolidation efforts, certain standards for the recruitment and appointment of board members is no longer practical; and,

WHEREAS, the City Council also deems it necessary to address and establish guidelines regarding conflicts of interest for board and commission members;

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

SECTION 1. That the following rules, process, and procedures are hereby established by the Independence City Council for all Boards, Commissions, and Committees as well as all members of said Boards, Commissions and Committees:

SECTION 1: MEMBERSHIP, RECRUITMENT, & APPOINTMENT

- 1) **Membership:** Membership is established in the resolutions, ordinances, or statutes establishing each Board's structure, including any mandatory member qualification. Additional membership requirements include:
 - a) ~~Board Members may only serve in one City appointed position at a time;~~
 - b) The balance of an unexpired term served by an appointee shall be considered a "term" if such unexpired term exceeds 50% of the full term;
 - c) ~~Upon completion of a gap in service equal to a position's full term, a former member may be eligible for re-appointment; and~~
 - d) Appointments should be made ~~during a regular meeting in January.~~ by the City Council Liaison as quickly as possible to fill any vacancies.
- 2) **Recruitment:** Councilmembers, Board Members, and the City Manager are encouraged to actively recruit qualified members to apply. During the recruitment process, the City will focus on diversity, equity, and inclusion, and will actively work to achieve membership that reflects, at the least, the demographics of our community – as outlined in, but not limited to available census data – across all board membership. Formal recruitment will occur by three methods:
 - a) Vacancies will be posted ~~in the lobby of City Hall and~~ on the City's website;
 - b) Biannual active solicitation period; and
 - c) As necessitated by vacancies.
- 3) **Review:** The review of applicants shall occur by a panel consisting of either the Councilmember responsible for filling an individual appointment or an assigned liaison of the City Council, dependent on the vacancy to be filled, the Board or Commission Chair, and the City Manager's assigned staff liaison:
 - a) Interview questions must ensure applicants receive a fair comparison with other candidates and will focus on potential conflicts of interest, compliance with norms of conduct, including but not limited to decorum, communications, and the concept of acting as a body with one voice;
 - b) Evaluation criteria must consider the City's goals related to diversity, equity, and inclusion, the duties and purpose of the individual board, and any membership requirements in enabling legislation or law.
- 4) **Appointment:** All Board and Commission appointments will be made by the City Council except for appointments authorized by law to be made by the Mayor. Board Officers ~~(Chair & Vice-Chair) shall be appointed by the City Council,~~ **shall be appointed by each individual board or commission appropriately,** except where otherwise mandated by the City Charter.

SECTION 2: COMMUNICATIONS

- 1) City Boards and Commissions shall receive direction from the City Council pursuant to the Council's annual goal setting session, requested assigned work priorities, or other specific direction as the City Council may provide;
- 2) A Board or Commission's annual work plan must align with the City Council's adopted Strategic Plan;
- 3) The Board or Commission should communicate with the City Council only through approved minutes, work plans, progress reports, or formal recommendations/resolutions voted on by the Board or Commission;

- 4) Board and Commission chairs shall communicate with the Staff Liaison on matters related to the Board and Commission's operations and agendas;
- 5) Each Board and Commission shall be assigned a City Council Liaison, who shall serve as the conduit between the Board or Commission and the City Council.
- 6) Board and Commission Chairs should direct policy related questions to both the City Council Liaison and the Staff Liaison;
- 7) Board and Commission Members shall adhere to the "One Body, One Voice" principle in communications to the City Council on matters under the Board or Commission's purview, or may become under the purview of the Board or Commission.
- 8) City Staff will develop minutes that the Board or Commission will review and approve; minutes shall be provided to the City Council and made available to the public.

SECTION 3: EXPECTATIONS, DUTIES, AND NORMS OF BEHAVIOR

Norms for Board Members are modeled upon the City Council's Rules of Procedure as most recently revised in Resolution No. 6953.

- 1) **Training of Board and Commission Members:** Board and Commission Members must participate in an onboarding program established by the City Manager.
 - a) The training will include, but is not limited to:
 - i. General onboarding: Board and Commission procedures, open meetings, public records, process, requirements, and expectations;
 - ii. Purposes and focus areas of the Board or Commission to be presented by the Staff Liaison;
 - iii. "Effective Meetings" a training ~~facilitated by the City Clerk~~ to assist Board Members in conducting an efficient and effective meeting;
 - iv. Ethics: Initial ethics training upon appointment and annual ethics training thereafter; and
 - v. Diversity, Equity, and Inclusion: Training focusing on various DEI topics including, but not limited to, implicit and unconscious bias, anti-harassment and anti-discrimination; accessibility; and DEI in institutions, workforces, and local government.
 - b) Board and Commission Members must complete onboarding and training within six months of the appointment of any member; and
 - c) Board and Commission Members must participate in a six-month check-in with the Staff Liaison.
- 2) **Duties:**
 - a) City Council Liaison has the following duties:
 - i. Lead the interview of applicants;
 - ii. Serve as the primary contact with the Board or Commission for the City Council;
 - iii. Assist with resolving questions regarding the role of the City Council, City Manager, Staff Liaison, and the Board or Commission;
 - iv. Serve as contact rather than an advocate, unless assigned as a voting member;
 - v. Review the Board or Commission's work plan and make recommendations to the City Council regarding said work plan;
 - vi. Support efficient Board and Commission operations; and
 - vii. Assist in training of new Board and Commission members.
 - b) The Presiding Officer (Board or Commission Chair) has the following duties:
 - i. Act as meeting facilitator;
 - ii. Maintain a tone of civility during debate;

- iii. Ensure the public has a meaningful opportunity to participate, and that meetings operate fairly and impartially;
- iv. Ensure the Board or Commission's questions and discussion are germane to the issues presented.
- c) Board and Commission Members have the following duties:
 - i. To ensure the Board has a quorum at all meetings, and commit sufficient time to ensure regular and punctual attendance;
 - ii. Be prepared, attentive, and participate;
 - iii. Abide by Rules of Procedure and the City and State Laws;
 - iv. ~~Notify the Staff Liaison as soon as they learn they will not be able to attend a meeting and of any changes to contact information.~~
- d) Staff Liaison and/or their designee(s) will prepare the agenda with collaboration from the Board or Commission Chair.

3) Norms of behavior:

- a) Board and Commission Members are encouraged to share their experience and knowledge with new members;
- b) Board and Commission Members should treat all city employees with respect, and in doing so recognize staff in performing their work strive to always serve the public to the best of their abilities;
- c) Board and Commission Members should be mindful of arguing or debating the merits of staff's professional judgment; rather, should Board or Commission Members disagree with staff's professional judgment, they should direct such disagreement to the Staff Liaison; in the event that the Staff Liaison is subject to the disagreement, Board and Commission Members should direct their concerns to the City Manager;
- d) Board and Commission Members must seek to ensure staff recognizes the Board or Commission Member's questions are for purposes of inquiry only and should in no way be taken as an order, a request to take action, or a directive;
- e) Board and Commission Members should not use language or communication methods that a reasonable person would find humiliating, intimidating, hostile, or offensive;
- f) A Board or Commission Member may not take any action that could be construed as a directive or order to staff;
- g) A Board or Commission Member must not attempt to pressure or influence discussions, recommendations, workloads, schedules, or department priorities absent the approval of the City Manager and only then upon an action of the majority of the City Council;
- h) Board and Commission interaction with staff during board meetings:
 - i. Criticism of staff by a Board or Commission Member should be made in private to the City Manager. Board and Commission Members are encouraged to provide commendation to staff in public;
 - ii. Board and Commission Members may not direct or issue orders to staff;
 - iii. Board and Commission Members may direct questions regarding the factual basis for an item or a question soliciting staff expertise to the City employee presenting the item; questions other than those directly related to the factual basis of an agenda item should be directed to the Staff Liaison who may request the assistance of other city employees in answering the question.

- i) Specific provisions for Board and Commission Member's attendance at meetings other than Board or Commission meetings:
 - i. Board or Commission Members may not attend staff meetings unless requested by the City Manager;
 - ii. Board and Commission Members' conduct at public meetings or other events should be informed by this Resolution and the Code of Ethics.
- j) Board and Commission interaction with other Board Members and Citizens:
 - i. Board and commission members shall not argue, debate, or use condescending language toward citizens who speak on topics related to the items the board or commission is considering.
 - ii. Board and commission members shall not wear inappropriate clothing, including clothing related to any political campaign, candidate, or issue, advertisements for drug or alcohol products, clothing with obscene words or images, or clothing that advertises businesses that any board or commission member has a direct connection with.
- j) All appointed members of City boards or commissions should be mindful of the City Charter prohibition regarding interference with administration.

4) **Attendance:**

- a) **Board and Commission members shall notify the Staff Liaison as soon as they learn they will not be able to attend a meeting and of any changes to contact information;**
- b) **If a member expects continued absences, the Chairperson and the Staff Liaison should be contacted to discuss the situation;**
- c) **If a member determines it is necessary to resign from the appointed position, the member should send a letter or an email to the Chairperson, the Staff Liaison, and the City Clerk;**
- d) **Board members will be considered to have resigned their position if a member misses three consecutive meetings or one-half of the regularly scheduled meetings in 12 months pursuant to Article 39, Section 1.39.003 of the City Code of Independence.**

5) **Conflicts of Interest: A conflict of interest occurs when an individual's personal interests, such as family or business relationships and activities, could compromise his or her judgment, decisions, or actions while serving on any board, commission, or committee. Generally, a legal conflict of interest occurs when a board, commission, or committee member is being asked to vote on a matter which;**

- a) **involves the member or a member of the member's family by blood or marriage;**
- b) **involves a business owned in whole or in part by the member or members of their family; or**
- c) **when the outcome could economically affect the member, a member of their family, or a business owned in whole or in part by the member or their family, in a way that is different from the general public.**

If a legal conflict of interest occurs, the member is required to communicate the conflict to the chairperson and is not permitted to participate in any discussions or voting related to the topic in which the conflict of interest lies.

SECTION 2. That the provisions of this resolution shall be consolidated into a “Board and Commission Members Handbook” and made available to each said member at the time of their appointment by the City Council.

PASSED THIS _____ DAY OF _____, 2025, 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:

25-702 A Resolution appointing Kevin Stallings to the Board of Building and Engineering Appeals

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

**Department /
Contact**

Council and Board /

REVIEWERS

Zachary Walker
Susanne Holland

ATTACHMENTS:

1. K Stallings Appt to Board of Bldg and Eng Appeals

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION APPOINTING KEVIN STALLINGS AS A MEMBER OF THE BOARD OF
BUILDING AND ENGINEERING APPEALS FOR THE CITY OF INDEPENDENCE, MISSOURI.

WHEREAS, the City Council of the City of Independence, Missouri, did, pursuant to ordinance No. 4614, passed on the 27th day of June, 1977, create the Board of Building and Engineering Appeals within and for the City of Independence, Missouri; and

WHEREAS, due to a resignation, a vacancy has been created; and,

WHEREAS, the Mayor appoints the members with the advice and consent of the City Council; and,

WHEREAS, the City Council deems it advisable to appoint Kevin Stallings as a member to said board because of their qualities of leadership, temperance, judgment, and interest in the common sense approach to building and engineering regulations in the City of Independence, Missouri; and,

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

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

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

Name	Term Expiration Date
Kevin Stallings	7/18/2029

PASSED THIS ____ DAY OF JANUARY 2025 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:

25-703 A Resolution of the City Council of the City of Independence, Missouri, stating the Council's intention regarding the use of up to \$197 million in General Obligation bond proceeds, directing the City Manager to include recommendations in the City's financial and capital improvement plans, and outlining the proposed allocation of funds. *(Sponsored by Mayor Rowland and Councilmembers Fears, McCandless, Perkins, Stewart, Wiley, and Vaught).*

Recommendations:

Staff recommends approval of the resolution.

Background:

On December 16th, 2024, the City Council adopted Ordinance 19638 calling for an election to authorize the issuance of General Obligation bonds for the City of Independence, Missouri on April 8th, 2025. Specifically, this ordinance outlines three different ballot questions. Question one would authorize \$130 million for public safety-related needs, question two would authorize \$55 million for street-related needs, and question three would authorize \$12 million for park revitalization and historic site maintenance.

The Mayor and Council desire to ensure transparency by stating their intention concerning the allocation of the bond proceeds, less costs of issuance, in the event that the proposals are approved by the voters. This resolution has been developed as a companion to Ordinance 19638 to satisfy that desire. Mirroring the three ballot questions approved in Ordinance 19638, this resolution provides additional specificity about the use of bond proceeds as follows:

1. Question One - Up to \$130 million allocated as follows:

1. **Public Safety:** \$123 million for a new Justice Center and \$4 million for remediation of the current Police Headquarters site. The Justice Center shall serve as a centralized and consolidated campus consisting of the Independence Police Department Headquarters, Municipal Court, Detention Center, Firing Range, K-9 Facility, and Special Operations Units.
2. **Animal Shelter:** \$3 million for acquisition of the facility by the City from Jackson County to maintain safety and operational efficiency.

2. Question Two - Up to \$55 million allocated as follows:

- **Street Reconstruction and Overlay Projects:** \$30 million to address deferred street maintenance, focusing on safety, durability, and equitable distribution across the city. Bond funds shall be restricted to overlay, full and partial depth repair, or full reconstruction. The annual pavement maintenance plan shall still be completed using Street Improvement Sales Tax Funds in addition to the bond work. Projects shall be included the five-year Capital Improvements Plan,

updated and adopted annually, but may change slightly over time as the City updates pavement condition data for its street network.

- **Sidewalk Improvements:** \$10 million for repairing and constructing sidewalks, prioritizing accessibility near schools, arterial streets, and other high-traffic areas. Project work shall be focused on enhancing safety to the following schools:
 - Blackburn Elementary School
 - Cassel Park Elementary School
 - Cler-Mont Elementary School
 - Elm Grove Elementary School
 - Fairmount Elementary School
 - Mill Creek Elementary School
 - Ott Elementary School
- **Bridge and Culvert Rehabilitation:** \$15 million to rehabilitate critical infrastructure ensuring the efficient movement of people and commerce, public safety and resilience against natural disasters. The City has developed a list of eligible projects in this category that may be funded in part or in whole. This list is dependent on no additional catastrophic failures occurring. Examples of the types of eligible projects in this category are:
 - Kentucky Avenue Bridge over Rock Creek
 - Lake City Bridge
 - Lee's Summit Road Bridge over Union Pacific Railroad
 - Lexington Bridge
 - Main Street Bridge over Union Pacific Railroad
 - Overton Bridge
 - Southside Boulevard Bridge
 - RD Mize Road Bridge over Little Blue Trace Trail
 - Valley View Bridge
 - Wilson Avenue Bridge
 - Culvert Repairs and Replacement

3. Question Three - Up to \$12 million allocated as follows:

- **Historic Sites Maintenance and Repairs:** \$7 million to preserve and restore key landmarks, including Vaile Mansion, Bingham-Waggoner Estate, and the Truman Memorial Building.
- **Athletic Complex Enhancements:** \$5 million for facility improvements, expanding recreational opportunities for the community.

In addition, this resolution also provides for the following:

- Clarifies that GO Bonds are restricted to voter-approved projects by the Missouri Constitution and State Statutes.
- Mandates that the City will not supplant Street Improvement Sales Tax Funds.
- Requires bond projects to be listed in the five-year capital improvements plan annually.

- Affirms the commitment by the City Council to equity by ensuring that bond proceeds are allocated in a manner that reflects community needs and promotes fair distribution of resources throughout the community.
- Requires that the City Manager provide quarterly reports to the city Council Audit and Finance Committee detailing the use of bond proceeds, project progress, and anticipated project completions to ensure accountability and public trust.

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact	City Manager /
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REVIEWERS

Jeremy Cover
Melissa Cabrera
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. RESOLUTION of Intent and Oversight (3)
2. Ord. No. 19638

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, STATING THE COUNCIL'S INTENTION REGARDING THE USE OF UP TO \$197 MILLION IN GENERAL OBLIGATION BOND PROCEEDS, DIRECTING THE CITY MANAGER TO INCLUDE RECOMMENDATIONS IN THE CITY'S FINANCIAL AND CAPITAL IMPROVEMENT PLANS, AND OUTLINING THE PROPOSED ALLOCATION OF FUNDS. *(Sponsored by Mayor Rowland and Councilmembers Fears, McCandless, Perkins, Stewart, Wiley, and Vaught).*

WHEREAS, pursuant to Article VI, Section 26(b) through (e) of the Missouri Constitution and Sections 95.115 to 95.130 of the Revised Statutes of the State of Missouri, municipalities are authorized to issue General Obligation (GO) Bonds to fund essential capital projects; and,

WHEREAS, the Missouri Constitution and applicable Statutes restrict the use of General Obligation bonds to capital projects specifically as they are approved by the qualified voters; and,

WHEREAS, GO Bonds provide a cost-effective mechanism to finance construction projects by leveraging the full faith, credit, and taxing power of the City, repaid through property taxes; and,

WHEREAS, a citizen-appointed GO Bond Advisory Committee held six meetings, toured potential project sites, and presented recommendations to the City Council on November 12, 2024, identifying significant overdue investments as critical to the City's success and sustainability; and,

WHEREAS, the City Council has considered extensive citizen input, financial reports, and staff recommendations regarding deferred maintenance and capital improvement needs; and,

WHEREAS, the Council has authorized a General Obligation Bond election to be held on April 8th, 2025, requesting voter approval for up to \$197 million in bonds to address critical infrastructure and facility needs within the city; and,

WHEREAS, voter approval of GO Bonds will enable the City to address essential infrastructure needs, enhance public safety, and improve quality of life for all residents; and,

WHEREAS, it is the intent of the Council to use the proceeds from the general obligation bonds on repairing, replacing, rebuilding, and expanding existing infrastructure; and,

WHEREAS, the Council desires each year's submitted five-year capital improvements plan include a recommendation from the City Manager regarding the amount of bonds to be issued from the \$197 million within the context of the City's existing and projected financial condition including full consideration of the City's general obligation credit rating and outlook and the effect of the proposed bond issuance pattern on taxpayers, as the principal and interest payments for each bond issue will be paid from property taxes generated from the City's debt levy; and,

WHEREAS, the Mayor and Council desire to ensure transparency by stating their intention concerning the allocation of the bond proceeds, less costs of issuance, in the event that the proposals are approved by the voters;

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

SECTION 1. That the Council hereby states that, if the voters approve the issuance of up to \$130 million in general obligation bonds on April 8th, 2025, its goals for the allocation of such proceeds are as follows:

Public Safety: \$123 million for a new Justice Center and \$4 million for remediation of the current Police Headquarters site. The Justice Center shall serve as a centralized and consolidated campus consisting of the Independence Police Department Headquarters, Municipal Court, Detention Center, Firing Range, K-9 Facility, and Special Operations Units.

Animal Shelter: \$3 million for acquisition of the facility by the City from Jackson County to maintain safety and operational efficiency.

SECTION 2. That the Council hereby states that, if the voters approve the issuance of up to \$55 million in general obligation bonds on April 8th, 2025, its goals for the allocation of such proceeds are as follows:

Street Reconstruction and Overlay Projects: \$30 million to address deferred street maintenance, focusing on safety, durability, and equitable distribution across the city. Bond funds shall be restricted to overlay, full and partial depth repair, or full reconstruction. The annual pavement maintenance plan shall still be completed using Street Improvement Sales Tax Funds in addition to the bond work. Projects shall be included the five-year Capital Improvements Plan, updated and adopted annually, but may change slightly over time as the City updates pavement condition data for its street network.

Sidewalk Improvements: \$10 million for repairing and constructing sidewalks, prioritizing accessibility near schools, arterial streets, and other high-traffic areas. Project work shall be focused on enhancing safety to the following schools:

- Blackburn Elementary School
- Cassel Park Elementary School
- Cler-Mont Elementary School
- Elm Grove Elementary School
- Fairmount Elementary School
- Mill Creek Elementary School
- Ott Elementary School

Bridge and Culvert Rehabilitation: \$15 million to rehabilitate critical infrastructure ensuring the efficient movement of people and commerce, public safety and resilience against natural disasters. The City has developed a list of eligible projects in this category that may be funded in part or in whole. This list is dependent on no additional catastrophic failures occurring. Examples of the types of eligible projects in this category are:

- Kentucky Avenue Bridge over Rock Creek
- Lake City Bridge
- Lee's Summit Road Bridge over Union Pacific Railroad
- Lexington Bridge
- Main Street Bridge over Union Pacific Railroad
- Overton Bridge
- Southside Boulevard Bridge

- RD Mize Road Bridge over Little Blue Trace Trail
- Valley View Bridge
- Wilson Avenue Bridge
- Culvert Repairs and Replacement

SECTION 3. That the Council hereby states that, if the voters approve the issuance of up to \$12 million in general obligation bonds on April 8th, 2025, its goals for the allocation of such proceeds are as follows:

Historic Sites Maintenance and Repairs: \$7 million to preserve and restore key landmarks, including Vaile Mansion, Bingham-Waggoner Estate, and the Truman Memorial Building.

Athletic Complex Enhancements: \$5 million for facility improvements, expanding recreational opportunities for the community.

SECTION 4. That the City Manager is directed to annually include in the City’s five-year financial and Capital Improvements Plan a recommendation regarding the amount of bonds to be issued and the specific projects to be funded, ensuring consideration of the City’s financial condition, credit rating, and taxpayer impact.

SECTION 5. Recognizing that there are needs throughout Independence, the Council affirms its commitment to equity by ensuring that bond proceeds are allocated in a manner that reflects community needs and promotes fair distribution of resources throughout the community.

SECTION 6. That the City Manager is further directed to provide quarterly reports to the city Council Audit and Finance Committee detailing the use of bond proceeds, project progress, and anticipated project completions to ensure accountability and public trust.

SECTION 7. That the City shall implement a public communication plan to inform residents about the purpose of the bond, expected outcomes, and opportunities for engagement throughout the process.

ADOPTED THIS ____ DAY OF _____, 2025, 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:

REVIEWED BY:

City Counselor

City Manager

BILL NO. 24.124

ORDINANCE NO. 19638

AN ORDINANCE CALLING AN ELECTION TO AUTHORIZE THE ISSUANCE OF GENERAL OBLIGATION BONDS FOR THE CITY OF INDEPENDENCE, MISSOURI.

WHEREAS, Missouri municipalities are authorized to issue general obligation bonds ("GO bonds") pursuant to Article VI, Section 26(b) through (e) of the Missouri Constitution as well as Sections 95.115 to 95.130 of the Revised Statutes of the State of Missouri; and,

WHEREAS, GO bonds are a means to borrow money to generate revenue for acquisitions and construction projects; and,

WHEREAS, GO bonds are secured by the full faith, credit, and taxing power of a municipality and are paid back through property taxes; and,

WHEREAS, GO bonds pay for capital projects and cannot be used for operational costs like salaries and supplies; and,

WHEREAS, in recent years, many Missouri municipalities in the Kansas City region have issued, or have received voter authorization to issue, GO bonds to address capital maintenance and improvements on at least one occasion, including cities such as Blue Springs, Lee's Summit, Raytown, Liberty, Kansas City, Platte City, and Pleasant Hill; and,

WHEREAS, on November 28, 2016, the City Council by consensus directed staff to prepare recommendations for steps the city can take to improve citizen satisfaction; and,

WHEREAS, the direction was prompted by the results of the 2016 Citizen Satisfaction Survey administered by ETC Institute and indicated a level of dissatisfaction with maintenance of City assets; and

WHEREAS, City staff prepared and presented a Deferred Maintenance Report in December 2016 detailing pending maintenance and improvement projects over the next 20 years that are either unfunded or deferred for an extended period due to the high demand for projects assigned to particular funding sources; and,

WHEREAS, the report estimated unfunded maintenance and improvement projects citywide totaled approximately \$903 million; and,

WHEREAS, the report provided several recommendations to address this backlog including renewal of the one-half cent Street Sales Tax that was scheduled to sunset in 2018, evaluation of utility rate structures to ensure fair and adequate rates, and pursual of one or more new revenue streams including a GO bond; and,

WHEREAS, on August 8th, 2017, voters renewed the Street Sales Tax and made it perpetual until repealed; and,

WHEREAS, electric, water, and sanitary sewer rates are routinely evaluated to ensure adequate revenue is produced to operate these utilities in a business-like manner; and

WHEREAS, numerous reports, plans, and studies have continued to recommend the approval of a GO bond issue including the Independence for All 2017-2021 Strategic Plan, 2018 Downtown Redevelopment Coordinating Committee Report, the 2023 City of Independence Action Plan, the 2024-2027 Independence City Council Strategic Agenda, and the Reshaping the Square Master Plan; and,

WHEREAS, on August 5th, 2024 the Independence City Council approved Resolution 7031 appointing 21 individuals to the Independence General Obligation Bond Advisory Committee (the Committee) to review the necessity of a GO bond, the total bond issuance amount, the various categories to be included in a potential GO bond issuance, and the total allocation to each of the project categories; and,

WHEREAS, the Committee met on August 14th, September 18th, October 2nd, October 16th, October 30th, and November 6th and included tours of various projects that might be funded by a GO bond issue, lengthy presentations to understand bond financing, a review of the City's credit rating and bonding capacities, sample bond amounts and financial implications for Independence taxpayers, an overview of past guiding documents, a review of previous citizen satisfaction surveys and other survey data, and detailed presentations from senior City staff regarding the needs within public facilities, streets, bridges, culverts, curbs, historical sites, animal shelter, and parks and recreation; and,

WHEREAS, the Committee presented their final recommendations to the Independence City Council on November 12th, 2024; and,

WHEREAS, the Committee determined that it was presented with substantial evidence indicating that successful communities periodically authorize the use of general obligation bonds to invest in themselves and that many of the City's proposed investments are significantly overdue; and,

WHEREAS, the Committee stated that the City Council is best positioned to determine the appropriate allocation of funds to ensure maximum return on investment; and,

WHEREAS, the City Council, after meeting on November 19th, 2024 and carefully considering the many infrastructure needs of the city, believes that the allocation of funds proposed in this ordinance represents the greatest opportunity to address the needs of the community; and,

WHEREAS, in accordance with Article 10 of the City Charter, the City's Interim Director of Finance has prepared and filed in the office of the City Clerk the debt statement attached hereto as Exhibit 3 (the "Debt Statement"); and,

WHEREAS, the City Council desires to approve the Debt Statement and proceed with calling an election on questions relating to the issuance of GO bonds;

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

SECTION 1. The City Council of the City of Independence, Missouri, finds it necessary and hereby declares its intent to borrow \$197,000,000 for the purposes described in the ballot questions below. The City Council hereby approves of the Debt Statement attached hereto as Exhibit 3. City Staff is directed to arrange for the publication of the Debt Statement in *The Examiner* at least two weeks prior to April 8, 2025.

SECTION 2. That an election is hereby called and shall be held on April 8, 2025, placing before the voters within the City of Independence the following questions in the following order:

GENERAL OBLIGATION BOND QUESTION NO. 1

Shall the City of Independence, Missouri, issue its general obligation bonds in the amount of \$130,000,000 for the purpose of acquiring, constructing, renovating, improving and equipping public safety buildings, facilities and grounds including constructing, improving and equipping a new justice center, demolishing existing law enforcement facilities housing functions that will be moved to the new justice center and preparing such sites for alternative uses, and acquiring, renovating and equipping an animal control facility?

GENERAL OBLIGATION BOND QUESTION NO. 2

Shall the City of Independence, Missouri, issue its general obligation bonds in the amount of \$55,000,000 for transportation purposes, including acquiring land and rights of way, and acquiring, constructing, reconstructing, repairing and improving streets, roads, bridges, culverts and sidewalks throughout the City?

GENERAL OBLIGATION BOND QUESTION NO. 3

Shall the City of Independence, Missouri, issue its general obligation bonds in the amount of \$12,000,000 for the purpose of renovating, improving and equipping parks and recreation buildings, facilities and grounds, including historic buildings and the Independence Athletic Complex?

SECTION 3. That the Notice of Election showing said questions, a copy of which is attached hereto and made part hereof as Exhibit 1, is hereby approved.

SECTION 4. That voter approval of the Bonds will authorize the levy and collection of an annual tax in addition to the other taxes provided for by law on all taxable tangible property in the City, sufficient to pay the interest and principal of the Bonds as they fall due and to retire the same within twenty (20) years from the date on which such Bonds are issued.

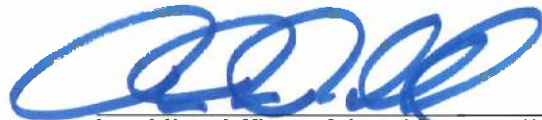
SECTION 5. That the City Clerk is hereby authorized and directed to notify the Board of Election Commissioners of Jackson County, Missouri and the Board of Election Commissioners of Clay County, Missouri, of the passage of this Ordinance no later than 5:00 P.M. on January 28, 2025, in accordance with laws applicable to this election.

SECTION 6. That any question(s) approved by the voters of the City at the April 8, 2025 election shall become effective immediately after certification of the election results.

SECTION 7. That this Ordinance shall be in full force from and after its passage and approval.

SECTION 8. That the City expects to make expenditures on and after the date of passage of this Ordinance in connection with the projects, and the City intends to reimburse itself for such expenditures with the proceeds of the Bonds described above. The maximum principal amount of Bonds expected to be issued for the Projects is set forth in Section 1.

PASSED THIS 11th DAY OF December, 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:

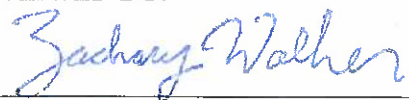

City Manager

EXHIBIT 1

PUBLIC NOTICE OF ELECTION FOR THE CITY OF INDEPENDENCE, MISSOURI

Public notice is hereby given to the qualified voters of the City of Independence, Missouri, that the Independence City Council has called an Election to be held Tuesday, April 8, 2025, commencing at six o'clock A.M. and closing at seven o'clock P.M., local time, on the questions contained in the following sample ballot:

OFFICIAL BALLOT

CITY OF INDEPENDENCE, MISSOURI

ELECTION

TUESDAY, APRIL 8, 2025

GENERAL OBLIGATION BOND QUESTION NO. 1

Shall the City of Independence, Missouri, issue its general obligation bonds in the amount of \$130,000,000 for the purpose of acquiring, constructing, renovating, improving and equipping public safety buildings, facilities and grounds including constructing, improving and equipping a new justice center, demolishing existing law enforcement facilities housing functions that will be moved to the new justice center and preparing such sites for alternative uses, and acquiring, renovating and equipping an animal control facility?

☐ YES ☐ NO

INSTRUCTIONS TO VOTERS:

Instructions to Voters: If you are in favor of the question, place an X in the box opposite "YES."
If you are opposed to the question, place an X in the box opposite "NO."

GENERAL OBLIGATION BOND QUESTION NO. 2

Shall the City of Independence, Missouri, issue its general obligation bonds in the amount of \$55,000,000 for transportation purposes, including acquiring land and rights of way, and acquiring, constructing, reconstructing, repairing and improving streets, roads, bridges, culverts and sidewalks throughout the City?

☐ YES ☐ NO

INSTRUCTIONS TO VOTERS:

Instructions to Voters: If you are in favor of the question, place an X in the box opposite "YES."
If you are opposed to the question, place an X in the box opposite "NO."

GENERAL OBLIGATION BOND QUESTION NO. 3

Shall the City of Independence, Missouri, issue its general obligation bonds in the amount of \$12,000,000 for the purpose of renovating, improving and equipping parks and recreation buildings, facilities and grounds, including historic buildings and the Independence Athletic Complex?

☐ YES ☐ NO

INSTRUCTIONS TO VOTERS:

Instructions to Voters: If you are in favor of the question, place an X in the box opposite "YES."
If you are opposed to the question, place an X in the box opposite "NO."

The election will be held at the following polling places in the City:

PRECINCT

POLLING PLACE

DATED: _____, 202__.

Board of Election Commissioners of
Jackson County, Missouri

Board of Election Commissioners of
Clay County, Missouri

EXHIBIT 2

ESTIMATED EXPENDITURES OF GENERAL OBLIGATION BOND PROCEEDS

Project	Category Total	Total Amount by Question
Justice Center	\$127,000,000	
Animal Shelter Acquisition and Improvements	\$3,000,000	
Existing Law Enforcement Facility Demolition and Site Preparation	\$4,000,000	
<i>Sub-Total Question 1</i>		\$130,000,000
Street Construction & Overlay	\$30,000,000	
Sidewalks	\$10,000,000	
Bridges & Culverts	\$15,000,000	
<i>Sub-Total Question 2</i>		\$55,000,000
Park Revitalization	\$5,000,000	
Recreational Historic Sites	\$7,000,000	
<i>Sub-Total Question 3</i>		\$12,000,000
<i>General Obligation Plan Total</i>		\$197,000,000

EXHIBIT 3
DEBT STATEMENT

The aggregate principal amount of all outstanding general obligation bonds and notes of the City of Independence, Missouri (the "City") is as follows: \$-0-

Deductions, if any, permitted by the state constitution or law: -0-

The amount of the existing net general obligation indebtedness of the City: -0-

The amount of the net general obligation indebtedness of the City after the issuance of the bonds authorized by the bond ordinance authorizing questions for the April 8, 2025 election:

Question 1:	\$130,000,000
Question 2:	55,000,000
Question 3:	12,000,000
Total:	\$197,000,000

The assessed valuation of taxable tangible property within the City as shown by the last completed assessment for state and county purposes:	Jackson County: \$2,315,184,778
	Clay County: 58,611
	Total: \$2,315,243,389

The aggregate principal amount of general obligation bonds and notes which the City may issue pursuant to the state constitution and law: \$463,048,677.80

Prepared by the Interim Director of Finance
of the City of Independence, Missouri

November 20, 2024

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-704 A Resolution declaring the official intent of the City of Independence, Missouri regarding financing the construction of three new fire stations and the renovation of the Independence Utilities Center as part of a new Justice Center.

Recommendations:

Staff recommends approval of the resolution.

Background:

The City Council will consider approving a resolution declaring the City's official intent to issue tax-exempt obligations to finance the construction of three new fire stations and the renovation of the Independence Utilities Center for law enforcement use as part of the new Justice Center. The total estimated cost of the projects is \$43.8 million, with funding derived from a combination of the Fire Protection Sales Tax (\$40 million) and the Marijuana Sales Tax (\$3.8 million) revenues. The council is asked to authorize staff and designated advisors to prepare the necessary legal and financial documents for the final debt issuance, anticipated in Spring 2025.

Approval of this resolution allows the City to begin preliminary expenditures and proceed with essential planning efforts while maintaining the option to reimburse these costs from bond proceeds. This financing approach leverages the low-interest benefits of municipal bonds, spreading costs over time to minimize immediate budget impacts and enhance the City's long-term infrastructure investments.

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

**Department /
Contact**

City Manager /

REVIEWERS

Jeremy Cover
Melissa Cabrera
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Resolution of Intent to Issue Obligations (1)

BILL NO. _____
RESOLUTION NO. _____

A RESOLUTION DECLARING THE OFFICIAL
INTENT OF THE CITY OF INDEPENDENCE, MISSOURI REGARDING FINANCING THE
CONSTRUCTION OF THREE NEW FIRE STATIONS AND THE RENOVATION OF THE
INDEPENDENCE UTILITIES CENTER AS PART OF A NEW JUSTICE CENTER.

WHEREAS, on November 2nd, 2021, Independence voters approved a sales tax of one-half of one percent for the purpose of providing revenues for the operation of the municipal fire department; and,

WHEREAS, 50% of this tax is to be allocated to funding capital improvements, specifically the purchase, construction, maintenance and repair of facilities, apparatus and equipment; and,

WHEREAS, on January 9th, 2023, the Independence City Council received the “Fire Community Risk Assessment and Standard of Cover” study which recommended, in part, that the City rebuild Fire Stations 5 and 8 and build a new Fire Station 11 near Route 291 and 39th Street; and,

WHEREAS, City staff and hired design professionals have spent considerable time planning for these three fire station projects; and,

WHEREAS, on April 4th, 2023, Independence voters approved a sales tax of three percent of the receipts from the sale at retail of adult use marijuana within the City of Independence to support public safety and neighborhood services with an initial emphasis on supporting the development of a new Justice Center; and,

WHEREAS, City staff and hired design professionals have spent considerable time planning for a new Justice Center which includes the renovation of the current Independence Utilities Center for reuse by the Independence Police Department; and,

WHEREAS, neither the Fire Protection Sales Tax nor the Marijuana Sales Tax provide sufficient revenue to complete the construction of three new fire stations or the Justice Center, respectively; and,

WHEREAS, industry experts have advised City staff that current construction pricing is escalating at a rate of 1.5% per quarter; and,

WHEREAS, the City Council has a fiduciary duty to provide financial stewardship to the City; and,

WHEREAS, the City of Independence, Missouri (the “City”), intends to finance the costs of (1) the construction of three new fire stations at an estimated cost of \$40 million (the “Fire Station Project”), and (2) the renovation of the existing Independence Utilities Center for law enforcement uses, at an estimated cost of \$3.8 million (the “Police Project,” and together with the Fire Station Project, the “Projects”); and,

WHEREAS, to provide funding for the Projects, the City intends to borrow the proceeds of tax-exempt obligations (the “Obligations”) issued by the City or the Missouri Development Finance Board that will be repaid by the City on an annual appropriation basis; and,

WHEREAS, the City intends to pay debt service on the portion of the Obligations allocable to the Fire Station Project primarily from revenues of its 0.5% fire protection sales tax and intends to pay debt service on the portion of the Obligations allocable to the Police Project primarily from revenues of its 3.0% marijuana sales tax; and,

WHEREAS, the primary advantage of a municipality issuing bonds to fund capital projects is the ability to raise large sums of money at relatively low interest rates by leveraging the tax-exempt status of municipal bonds, allowing them to finance significant infrastructure improvements without placing a heavy immediate burden on taxpayers by spreading the cost over a longer period; and,

WHEREAS, this ultimately helps improve the quality of life in the community while enabling long-term investments without significantly impacting current budgets;

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

SECTION 1. The City Council hereby finds it necessary and declares its intent to finance the costs of the Projects. The City has made, or expects to make, expenditures in connection with the Projects, and the City may reimburse itself for such expenditures with the proceeds of the Obligations. The maximum principal amount of the tax-exempt financings expected to be issued for the Projects is the total of the two project amounts shown above, although funds on hand may be used to reduce the amount borrowed.

SECTION 2. The City authorizes City Staff, together with Gilmore & Bell, P.C., as bond counsel, and Columbia Capital Management, LLC, as municipal advisor, to take all steps necessary to prepare the issuance of the Obligations for approval by City Council, including preparing legal documents, structuring financing terms and identifying a purchaser.

ADOPTED THIS ____ DAY OF _____, 2025, 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:

REVIEWED BY:

City Counselor

City Manager

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

A public hearing for the application to rezone the property at 2131 S. Scott Avenue from R-12, Two-Family Residential, to C-2, General Commercial. ***New Information Only.***

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

Department / Contact	Community Development /
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REVIEWERS

Tom Scannell
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. 10-29-24 Public Notice Submitted to Examiner

INTERIM AD DRAFT

This is the proof of your ad scheduled to run in **Examiner** on the dates indicated below. If changes are needed, please contact us prior to deadline at **(816) 254-8600**.

Notice ID: VO9zgbRkthGAyUMfC8Hh | **Proof Updated: Oct. 08, 2024 at 12:32pm CDT**
Notice Name: 10/29 PC Ad

See Proof on Next Page

This is not an invoice. Below is an estimated price, and it is subject to change. You will receive an invoice with the final price upon invoice creation by the publisher.

FILER

Miranda Rice
mrice@indepmo.org
(816) 325-7109

FILING FOR

Examiner

Columns Wide: 1 **Ad Class:** Legals

Total Column Inches: 12.63

Number of Lines: 101

10/12/2024: Other 163.32

Subtotal	\$163.32
Tax	\$0.00
Processing Fee	\$0.00
Total	\$163.32

Notice of Public Hearing

Notice is hereby given that a public hearing will be held by the Independence City **Planning Commission** at 6 p.m., Tuesday, October 29, 2024, and by the Independence **City Council** at 6 p.m., Monday, December 16, 2024, in the Independence City Hall City Council Chambers (lower level, north entrance) 111 E. Maple Avenue, in Independence, Missouri on the following matter(s):

Case 24-100-24 – Rezoning – 2131 S. Scott Avenue – A request by Andrew Rocco Mazzella to rezone the property from R-12 (Two-Family Residential) to C-2 (General Commercial).

Case 24-100-25 – Rezoning – 2301 S. Crysler Avenue – A request by the City of Independence to rezone the property from R-6 (Single-Family Residential) and I-1 (Industrial) to R-6 (Single-Family Residential).

Case 24-100-17 – Rezoning – 18th Street - A request by the City of Independence to rezone the properties at 10120, 10124, 10125, 10200, 10201, 10202, and 10205 E. 18th Street S. and 1802 S. Ash Avenue from C-2 (General Commercial) to R-6 (Single-Family Residential); to rezone the properties at 10321, 10323, 10325 and 10327 E. 18th Street S. from C-2 (General Commercial) to R-12 (Two-Family Residential); and to rezone the property at 1803 S. Ash Avenue from C-2 (General Commercial) and R-12 (Two-Family Residential) to R-6 (Single-Family Residential).

Case 24-125-05 – Rezoning/PUD – 19300 E. 37th Terrace S. – A request by JC Weston Construction to rezone the property from C-2 (General Commercial) to R-30/PUD (High Density Residential/Planned Unit Development) and approving a preliminary development plan.

The Planning Commission will conduct full public hearing on these applications. The City Council will only hear new information that was not presented at the Planning Commission's public hearing if such facts were not reasonably available at the time of the Planning Commission

hearing. Any new information proposed to be presented to the City Council must be submitted in writing to the Community Development Department and Law Department at least seven (7) days prior to the City Council meeting.

Case 24-175-08 – UDO Amendment #71 – The City proposes Amendment #71 of the Unified Development Ordinance pertaining to Trash Haulers.

The Planning Commission and City Council will conduct a full public hearing on this case.

Witness my hand this 7th day of October, 2024.

Tom Scannell, Community Development Director
The City of Independence, Missouri is an Equal Opportunity Employer/Contractor/MFD

Published in the Examiner, Oct 12, 2024

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City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-127 **2R** An ordinance approving a rezoning from District R-12 (Two-Family Residential) to District C-2 (General Commercial) for the property at 2131 S. Scott Avenue. **2R**

Recommendations:

Commissioner Nesbitt made a motion to recommend approval of case 24-100-24, the rezoning of 2131 S. Scott Avenue. A second to the motion was made by Commissioner Young. The Independence Planning Commission voted as follows:

Commissioner Ashbaugh – Yes

Commissioner Ferguson – Yes

Commissioner Young – Yes

Commissioner Nesbitt – Yes

Commissioner O'Neill – Yes

Commissioner Torres – Yes

Commissioner Wiley – Yes

The motion was approved, and the application is forwarded to the City Council for its consideration. Staff recommends approval of this application.

Background:**PROPOSAL:**

A request by Andrew Rocco Mazzella to rezone the property at 2131 S. Scott Avenue from R-12 (Two-Family Residential) to C-2 (General Commercial).

Venue Smart, LLC/Airgead has been located at this location since 2019. The applicant intends to build a new accessory storage building immediately adjacent to his cleaning service's existing office and storage facility to the south. The applicant owns four platted lots. Three are already zoned C-2 (General Commercial) for the operation on site. The fourth, on the north, needs to be rezoned both to replat all four lots into one and redevelop the property and place a new structure on the vacant lot.

ZONING HISTORY:

Prior to adoption of the Unified Development Ordinance (UDO) in 2009, the property had been zoned R-2 (Two-Family Residential) since 1965. The property has been a vacant lot since the 1970's.

PHYSICAL CHARACTERISTICS OF PROPERTY:

The three most southern lots contain the existing building and parking lot. The existing building abuts the eastern property line and is close to the 23rd Street right-of-way. The west side of the three lots is an unimproved parking lot. The north lot is largely graveled with a small green space by Scott Avenue. It abuts the single-family neighborhood to the north. Currently, it the site of trailers and storage containers; uses to be replaced with a new indoor storage facility.

CHARACTERISTICS OF THE AREA:

The 23rd Street corridor is predominately a mix of commercial uses. Immediately to the west of the parking lot, across Scott Avenue is a Burger King and an adjacent single-family home. Just five feet east the existing office and storage building lies the 23rd Street Pawn Shop. North of this corridor and property, the area though zoned R-12 (Two-Family Residential) is predominately small single-family homes.

ANALYSIS:**Consistency with *Independence for All*, Strategic Plan:**

Rezoning this property is consistent with the *Independence for All*, Strategic Plan. Objectives of the plan is to, “increase economic prosperity of the community,” and, “grow business and industry.”

Comprehensive Plan Tools and Policies for the Current Designation:

The Comprehensive Plan envisions the future land use of this property and the surrounding area to be Residential Established Neighborhoods. “Neighborhood serving commercial developments, parks, and civic uses are also common in neighborhoods.”

Sub-Area Plans:

This area is not covered by any sub-area plans.

Zoning:

The R-12 (Two-Family Residential) zoning classification allows for one or two-family dwellings and various other uses (schools, churches, government facilities, cemeteries, home-based daycare, agriculture and others with conditions. The proposed C-2 (General Commercial) uses include offices, retail shops, hair salons, light auto repair, restaurants and various other related uses and would allow the existing business to expand.

Platting:

As part of this project, the applicant must replat the properties. A Minor Subdivision has been submitted given it will be a single lot subdivision and there will be no rights-of-way dedicated. The review of this plat is contingent on this rezoning.

Historic and Archeological Sites:

There are no apparent historic or archeological issues with this property.

Public Utilities:

All public utilities are already in the adjacent rights-of-way.

Floodplain/Stream Buffer:

The lots are not in a federally identified floodplain. There is not any stream buffer zones in the vicinity or on the property.

CIP Investments:

The City does not have any capital improvements projects planned near this area.

Elevations:

The applicant intends to construct a 3,850-square foot metal building with a façade of Hardie board siding. The owner will need to work with staff during the Final Plan Review and construction permitting process to improve the project architecturally to meet the City's nonresidential design standards. The building/addition will abut the north side of the existing block building abutting the east property line. Therefore, the addition's east side would have a zero-lot line as well. Given the nearness of the two buildings to one another, they would have to be attached.

Streets, Sidewalks, Access and Parking:

The applicant will provide half-street improvements along Scott Avenue including a public sidewalk. A public sidewalk will be extended along 23rd Street as well. Parking for 19 cars will be provided, including one van-accessible parking space and cross-hatched area adjacent to the ramp. The main building, with its office space, will require 12 parking spaces and the new storage building will require 4 spaces. The site will be subject to the City's codes on stormwater and water quality.

Landscaping:

The applicant will need to provide a landscaping plan in association with the Final Plan Review and the Building Permit. The applicant will need to provide street, parking lot perimeter plantings and the 20 percent of 20 feet greenspace and planting requirements around the building per the UDO. Further, a 15-foot-wide buffer screen, with a fence and required plantings must be provided along the northern edge of the property as it abuts residentially zoned property.

REVIEW CRITERIA:

Recommendations and decisions on rezoning applications must be based on consideration of all of the following criteria.

- 1. Conformance of the requested zoning with the Comprehensive Plan.***The Comprehensive Plan envisions Residential Established Neighborhood uses for the area. "Neighborhood serving commercial developments, parks, and civic uses are also common in neighborhoods." As mentioned above, this rezoning would allow the existing businesses to expand operations.*
- 2. Conformance of the requested zoning with any adopted neighborhood or sub-area plans in which the property is located or abuts.***There is not a sub-area plan for the vicinity.*
- 3. The compatibility of the proposed zoning with the zoning and use of nearby property, including any overlay zoning.***The new C-2 zoning is necessary for the consolidation of the four-lot property into a single lot redevelopment project and to allow for the expansion of the existing business.*
- 4. The compatibility of the proposed zoning and allowed uses with the character of the neighborhood.***The proposed C-2 zoning, and its associated uses, would fit with the commercial nature of the 23rd Street corridor.*

5. **The suitability of the subject property for the uses to which it has been restricted under the existing zoning regulations.** *The property, given it is adjacency to commercially zoned tracts and its use as a gravel parking lot and storage area, makes a residential use less likely at that location.*
6. **The length of time the subject property has remained vacant as zoned.** *The property has been vacant and underutilized for decades.*
7. **The extent to which approving the rezoning will detrimentally affect nearby properties.** *The rezoning should have no detrimental effect on area properties. The rezoning will eliminate a vacant lot, bring a new building and provide a 15-foot-wide landscape buffer and screen abutting the adjacent residential neighborhood.*
8. **The gain, if any, to the public health, safety, and welfare due to denial of the application, as compared to the hardship imposed upon the landowner, if any, as a result of denial of the application.** *If rezoning is denied, the applicant will not be able to expand operations and to make improvements to the property.*

Draft Planning Commission minutes are attached to this Council agenda item.

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact	Community Development /
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REVIEWERS

Tom Scannell
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Draft Ordinance 24-320-08
2. Staff Report 24-320-08
3. Narrative
4. Application
5. Final Plat

6. Front Elevation
7. Preliminary Plat
8. Comprehensive Plan Map
9. Planning Commission Meeting Minutes 11-19-24

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A FINAL PLAT FOR MCBEE ACRES, IN
INDEPENDENCE, MISSOURI.

WHEREAS, the application submitted by McBee Construction Company, requesting approval of the final plat entitled "McBee Acres," was referred to the Planning Commission as required by the Unified Development Ordinance; and,

WHEREAS, the Planning Commission considered the final plat on November 19, 2024, and rendered a report to the City Council recommending the plat be approved by a vote of 7-0; and,

WHEREAS, in accordance with the Unified Development Ordinance, it was determined that the final plat is consistent with the approval criteria in Section 14-702-04; and,

WHEREAS, the City Council rendered a decision to approve the final plat.

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

SECTION 1. That the final plat entitled "McBee Acres" is a subdivision located at that part of the Southeast Quarter of Section 20, Township 50 North, Range 31 West, Independence, Jackson County, Missouri, described as follows:

Beginning at the Northeast corner of Lot 160, ELM GROVE 6TH PLAT, a subdivision of record; thence S 81°47'24"E, along the South line of SALEM EAST, a subdivision of record, for 45.95 feet; thence N 86°40'36"E along said South line for 247.25 feet; thence N 62°34'06"E along said South line for 272.30 feet to the Southeast corner of Lot 183, SALEM EAST; thence S 38°05'23"E, along the right of way line of Salem Drive (80'r/w), for 459.89 feet to the Northeast corner of Lot 1, CORRECTED PLAT - SALEM JUNCTION, a subdivision of record; thence S 51°53'36" W along said Lot 1 for 185.77 feet; thence S 38°05'23"E along said Lot 1 for 150.08 feet; thence S 51°53'36"W along the Northerly right of way line U.S. Highway Route 24 for 277.62 feet to the Centerline of Old Lexington Road (61'r/w); thence S 78°39'31"W along said Center line for 403.74 feet; thence N 81°56'42"W along said Centerline for 180.67 feet to the East line of ELM GROVE-6TH PLAT; thence N 2°22'58"E along said East line for 162.18 feet; thence N 8°49'09"W along said East line for 164.36 feet; thence N 6°48'19"E along said East line for 153.73 feet; thence N 16°33'42"E along said East line for 81.95 feet; then N 2°22'58"E along said East line for 131.34 feet to the Point of Beginning.

Containing 516,470.92 square feet of 11.86 acres more or less.

SECTION 2. All of the conditions of approval have been resolved by the applicant except for the conditions listed below:

1. Correct addresses based on attached address exhibit (Exhibit A).
2. Label the loop street on the northern and western, “E. Lynchburg Place N.”, and, the southern and eastern part of the loop, “E. 16th Terrace N.”. Change “S. Salem Dr.” to “E. 16th Terr N.”.
3. Remove the lot line (solid line) at the intersection of E. Lynchburg Place N. and N. Salem Drive. The Right-of-Way should be continuous, without breaks.
4. Change “Block 1” and “Block 2” to “Lot 1” and “Lot 2”. This change will need to be reflected in the drainage easement language.
5. Language regarding the maintenance of drainage easements will need to be reviewed by Staff to verify concurrence with the recorded covenants.
6. Please indicate/delineate the boundaries for Drainage Easement “A”. Ensure that the boundaries of Drainage Easement “B” match the Preliminary Development Plan. These easements will need to be reviewed by City Staff. If any revisions are required, comments will be provided.
7. An Operation and Maintenance Manual for the stormwater system will need to be developed and submitted for review prior to issuance of any Certificate of Occupancy for buildings on this site. Requirement as per the Environmental Compliance Division of the Municipal Services Department.
8. Remove 25’ Building Line (Note: varied exterior setbacks and minimum 20’ rear yard setbacks will need to be indicated on Final Development Plan, in accordance with the approved Preliminary Development Plan #22-125-01).
9. Submit Final Development Plan prior to construction. Final Development Plan is required to be submitted in accordance with City Code 14-703-06 and can be processed concurrently with Building Permit application(s).
10. Covenants, Conditions, and Restrictions CCR’s shall be submitted for review and found to be in concurrence with the Final Plat prior to approval and recording of the Final Plat.

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 _____, 2025, 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

MEETING DATE: November 19, 2024

STAFF: Gabriel Glaser, Planner

PROJECT NAME: McBee Acres

CASE NUMBER/REQUEST: **Case 24-320-08 – Final Plat – McBee Acres** – A request for Final Plat approval for McBee Acres generally located at the northwest corner of US 24 and Salem Drive.

APPLICANT: McBee Construction Company

PROPERTY LOCATION: generally located at the northwest corner of US 24 and Salem Drive

SURROUNDING ZONING/LAND USE:

North: Unincorporated Jackson County...duplexes
East: Unincorporated Jackson County ...single-family houses and church
South: C-2 (General Commercial)...gas station
C-1 (Neighborhood Commercial)...retail and day care
R-6 (Single Family Residential...church
West: Unincorporated Jackson County)...single family residential

FURTHER ACTION:

Following action by the Planning Commission, this final plat request is scheduled for 1st reading by the City Council on December 16, 2024 and the 2nd reading on January 6, 2025.

RECOMMENDATION

Staff recommends **APPROVAL** of this Final Plat with the following conditions.

1. Correct addresses based on attached address exhibit (Exhibit A).
2. Label the loop street on the northern and western, "E. Lynchburg Place N.", and, the southern and eastern part of the loop, "E. 16th Terrace N.". Change "S. Salem Dr." to "E. 16th Terr N.".
3. Remove the lot line (solid line) at the intersection of E. Lynchburg Place N. and N. Salem Drive. The Right-of-Way should be continuous, without breaks.
4. Change "Block 1" and "Block 2" to "Lot 1" and "Lot 2". This change will need to be reflected in the drainage easement language.
5. Language regarding the maintenance of drainage easements will need to be reviewed by Staff to verify concurrence with the recorded covenants.
6. Please indicate/delineate the boundaries for Drainage Easement "A". Ensure that the boundaries of Drainage Easement "B" match the Preliminary Development Plan. These

easements will need to be reviewed by City Staff. If any revisions are required, comments will be provided.

7. An Operation and Maintenance Manual for the stormwater system will need to be developed and submitted for review prior to issuance of any Certificate of Occupancy for buildings on this site. Requirement as per the Environmental Compliance Division of the Municipal Services Department.
8. Remove 25' Building Line (Note: varied exterior setbacks and minimum 20' rear yard setbacks will need to be indicated on Final Development Plan, in accordance with the approved Preliminary Development Plan #22-125-01).
9. Submit Final Development Plan prior to construction. Final Development Plan is required to be submitted in accordance with City Code 14-703-06 and can be processed concurrently with Building Permit application(s).
10. Covenants, Conditions, and Restrictions CCR's shall be submitted for review and found to be in concurrence with the Final Plat prior to approval and recording of the Final Plat.

PROJECT DESCRIPTION & BACKGROUND INFORMATION

PROJECT DESCRIPTION: A request for Final Plat approval, following the approval of the rezoning and preliminary development plan for McBee Acres.

Current Zoning: R-12/PUD (Two-Family Residential/Planned Unit Development)

Current Use: Vacant tracts

Proposed Use: Two-Family Residential

Proposal:

The applicant received approval of a preliminary development plan in April of 2022 (Ordinance #19316). One of the conditions for approval of Ordinance #19316 required the applicant to record a Final Plat of the proposed development site.

Physical Characteristics of Property:

This application for a Final Plat consists of two unplatted property tax parcels totaling ~11.45 acres in area. In addition, a dead-end section of Lexington Rd., located along the South/Southwest border of this site, has been vacated. The North half of the vacated Right-of-Way (30.5') is included in this application for a Final Plat.

The properties that make up this application were annexed into the City of Independence in 2015 (Ordinance #18524). The vacated Right-of-Way was annexed in 2022 (Ordinance #19315). Before this time, the properties that make up this application for a Final Plat would have been located in Unincorporated Jackson County.

Characteristics of the Areas:

The surrounding land use of this area consists of a mixture of single-family, two-family, and multi-family residences, as well as a mixture of light commercial, general commercial, and public/civic uses.

ANALYSIS

Historic and Archeological Sites:

There are no apparent historic or archeological issues with this property.

Public Utilities:

The property owner will need to make the necessary infrastructure improvements to this site. The installation of infrastructure at this site has been approved to move forward at-risk subject to the final plat.

Floodplain/Stream Buffer:

There are no floodplain/stream buffer issues with this property.

CIP Investments:

The City does not have any capital improvements projects planned near this area.

Platting:

This site has received approval of a preliminary development plan as part of an application for a Rezoning/PUD. This plan included 39 duplexes on 2 lots. As such, these duplexes will be owned and managed by the developer who will lease them out to tenants.

Elevations:

Based on the Preliminary Development Plan approved by City Council, each residential building will contain two adjoining identical two-story units constructed on a slab foundation. The first floor will feature about 700 square feet with a living room, dining room, ½ bath and a single car garage. The second floor will contain roughly 800 SF divided into three bedrooms and two bathrooms. Exterior building materials will consist of Hardie Board siding with veneer cultured stone on the front elevation, all in a light grey color. Asphalt composite shingles in a dark grey/black color will be used on all roofs.

Driveways and Sidewalks:

The preliminary development plan for this project indicates that each duplex will have a two-car width driveway. In addition, building elevations submitted as part of the preliminary development plan indicate that each duplex will be outfitted with 2 garages—one for each dwelling unit. Each duplex will have capacity for 4 off-street parking spaces.

Condition #6 of the applicant's approval for a Rezoning/PUD requires at least 13 additional off-street parking spaces to be added between certain lots. This will help to keep street parking at a minimum.

The preliminary development plan for this project indicates that a sidewalk will be constructed in the Right-of-Way around the boundaries of the interior lot (Lot 2)

Streets and Access:

The two lots will be accessed from Salem Dr. to the East. All buildings will be accessed by a looped public street connecting to Salem Drive. The development entrance shall meet minimum sight distance requirements prior to recording of the Final Plat.

This proposed project is not expected to adversely affect the street network in the vicinity of the project. Jackson County is requiring a construction permit for the project's connection with Salem Drive and has been involved early on with the project.

Landscaping:

The applicant will provide a tree preservation/landscape plan for the project showing new plantings and how the existing tree lines along the north and east sides of the site will be retained or improved. A landscape feature must be added around the central and northwest detention basins. The applicant will provide a landscape/tree preservation plan as part of a Final Development Plan.

Detention Basin Easements:

Ownership and maintenance of detention basin easements will be recorded with the First Final Plat.

EXHIBITS

1. Narrative
2. Application
3. Final Plat
4. Front Elevation
5. Preliminary Plat
6. Comprehensive Plan map

Ground Up Development LLC
1203 E US HWY 24
Independence, MO 64050

Attn: City of Independence Planning & Zoning Department
111 E Maple Ave., Independence, MO 64050

October 1, 2024

Dear Recipient,

Ground Up Development, LLC hereby submits the Final Development Plan for McBee Acres located at 19004 E. Lexington Rd and 1801 N Salem Drive located on 11.45 total acres near the intersection of US 24 HWY and main entrance from North Salem Drive consisting of a subdivision of 39 duplexes, or 78 total family dwellings. The two lots that make up the 11.45 acres are zoned R12PUD for residential use.

This development will include single slab, up to three bedroom duplexes, with an attached garage for each family, including amenities provided such as an on call maintenance and a walking trail. This development will be constructed and then managed by the current developer who plans to make each until available to rent to the general public.

Thank you for your time and assistance in the project. Ground Up Development is committed to producing a subdivision which values the needs of its families and surrounding businesses. The future development is consistent with the goals, policies, and standards of the City of Independence, in addition to the public health safety, environment, and general welfare of the public. Please direct any further question or concerns to the provided contact information below.

Thank you,



Jack Murphy
Project Manager
816-918-9338
jmurphy@mcbeecustomhomes.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

McBee Acres

Project Name

1801 N Salem Drive and 19004 E Lexington Rd

Project Address/Location

11.45

Sq. Ft. of Building

Acreage

Number of Lots/Tracts

Steam Buffer (Yes or No)

R12PUD

Vacant

Subdivision of 39 Duplexes

Existing Zoning

Proposed Zoning

Existing Land Use

Proposed Land Use

Basic Application Requirements (See the Planning & Zoning Application Guide for additional requirements)

☒ Completed & Signed Application Form	☐ One 24" x 36" set of plans for Land Sub. & Site Dev.
☒ Application Fee	☒ One PDF copy of a plat map or site plan
☐ Cover Letter Describing Details of Project	☐ Legal Description of the property in question

Contact Information

Applicant

Suzie Zaslavsky McBee Construction Co

Name Company

1203 E US Hwy 24, Independence, MO 64050

Address

913-568-1902 preconstruction@mcbeecom

Phone Email

Architect/Engineer/Surveyor/Other: Civil Engineer

Robert Walquist Quist Engineering

Name Company

821 NE Columbus St, Lees Summit, MO 64063

Address

816-550-5675 rwalquist@quistengineering.

Phone Email

Owner

Steve McBee Ground Up Development

Name Company

103 Industrial Pkwy, Gallatin, MO 64640

Address

816-985-3822 smcbee@mcbeecompanies

Phone Email

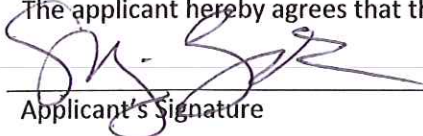
Architect/Engineer/Surveyor/Other: _____

Name Company

Address

Phone Email

The applicant hereby agrees that the information provided above is accurate.

 10/1/24

Applicant's Signature Date

 10/01/24

Owner's Signature Date

FINAL PLAT
McBEE ACRES

SECTION 20, TOWNSHIP 50 NORTH, RANGE 31 WEST,
A SUBDIVISION IN THE CITY OF INDEPENDENCE, JACKSON COUNTY, MISSOURI

DESCRIPTION:

A part of the Southeast Quarter of Section 20, Township 50 North, Range 31 West, Independence, Jackson County, Missouri, described as follows:
Beginning at the Northeast corner of Lot 160, ELM GROVE 6TH PLAT, a subdivision of record; thence S 81°47'24" E, along the South line of SALEM EAST, a subdivision of record, for 45.95 feet; thence N 86°40'36" E along said South line for 247.75 feet; thence N 62°34'06" E along said South line for 272.30 feet to the Southeast corner of Lot 163, SALEM EAST; thence S 38°05'23" E, along the right of way line of Salem Drive (80' R/W), for 459.89 feet to the Northeast corner of Lot 1, CORRECTED PLAT - SALEM JUNCTION, a subdivision of record; thence S 51°53'36" W along said Lot 1 for 185.77 feet; thence S 38°05'23" E along said Lot 1 for 150.08 feet; thence S 51°53'36" W along the Northernly right of way line U.S. Highway Route 24 for 277.62 feet to the Centerline of Old Lexington Road (61' R/W); thence S 78°39'31" W along said Center line for 403.74 feet; thence N 81°56'42" W along said Centerline for 180.67 feet to the East line of ELM GROVE-6TH PLAT; thence N 2°22'58" E along said East line for 162.18 feet; thence N 8°49'09" W along said East line for 164.36 feet; thence N 6°48'19" E along said East line for 153.73 feet; thence N 16°33'42" E along said East line for 81.95 feet; thence N 2°22'58" E along said East line for 131.34 feet to the Point of Beginning.

Containing 516,470.92 square feet or 11.86 acres more or less.

PLAT DEDICATION: The undersigned owner of the Property described herein has caused the same to be subdivided in the manner shown on this plat and the property shall hereafter be known as:

"McBEE ACRES"

FLOOD INFORMATION:

This property is not in the floodway according to the Federal Emergency Management Agency National Flood Insurance Program Boundary and Floodway Map, based on current Map 29095C0190H dated December 7, 2023.

UTILITY EASEMENT DEDICATION:

An easement or license is hereby granted to the City of Independence, Missouri, to locate, construct and maintain, or to authorize the location, construction and maintenance of poles, wires, anchors, conduits, and/or structures for water, gas, sanitary sewer, storm sewer, surface drainage channel, electricity, telephone, cable television, or any other necessary public utility or services, any or all of them, upon, over, or under those areas outlined or designated upon this plat as 'utility easements' (U/E) or within any street or thoroughfare dedicated to public use on this plat. Grantors, on behalf of themselves, their heirs, their assigns and successors in interest, hereby waives, to the fullest extent on this plat. Grantors, on behalf of themselves, their heirs, their assigns and successors in interest, hereby waives, to the fullest extent allowed by law, any right to request restoration of rights previously transferred and vacation of the easement herein granted.

Drainage Easement "A" and Drainage Easement "B" will be Owned and Maintained by the Owners of Lot 1 and there shall be no Alteration to the Detention Facility, Pipes, Structures, and Appurtenances without the Approval of the City Engineering Department.

IN TESTIMONY THEREOF:

Ground Up Development, LLC, a Missouri limited liability corporation, have caused these presents to be signed by its Manager this _____ day of _____, 2024

Steve McBee - Manager

State of Missouri)
County of Jackson) SS

On this _____ day of _____, 2024, before me appeared Steve McBee to me personally known who by me duly sworn, did say that he is the Manager of Ground Up Development, LLC, a Missouri limited liability company and he acknowledged said instrument to be the free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal at my office in said County and State, the day and year last above written.

My Commission expires _____ Notary Public

CITY OF INDEPENDENCE APPROVALS:

Approved by the City Council and Mayor of the City of Independence, Missouri pursuant to Ordinance 17339.

Susanne Holland, City Clerk DATE

Torn Scannell, Community Development Director DATE

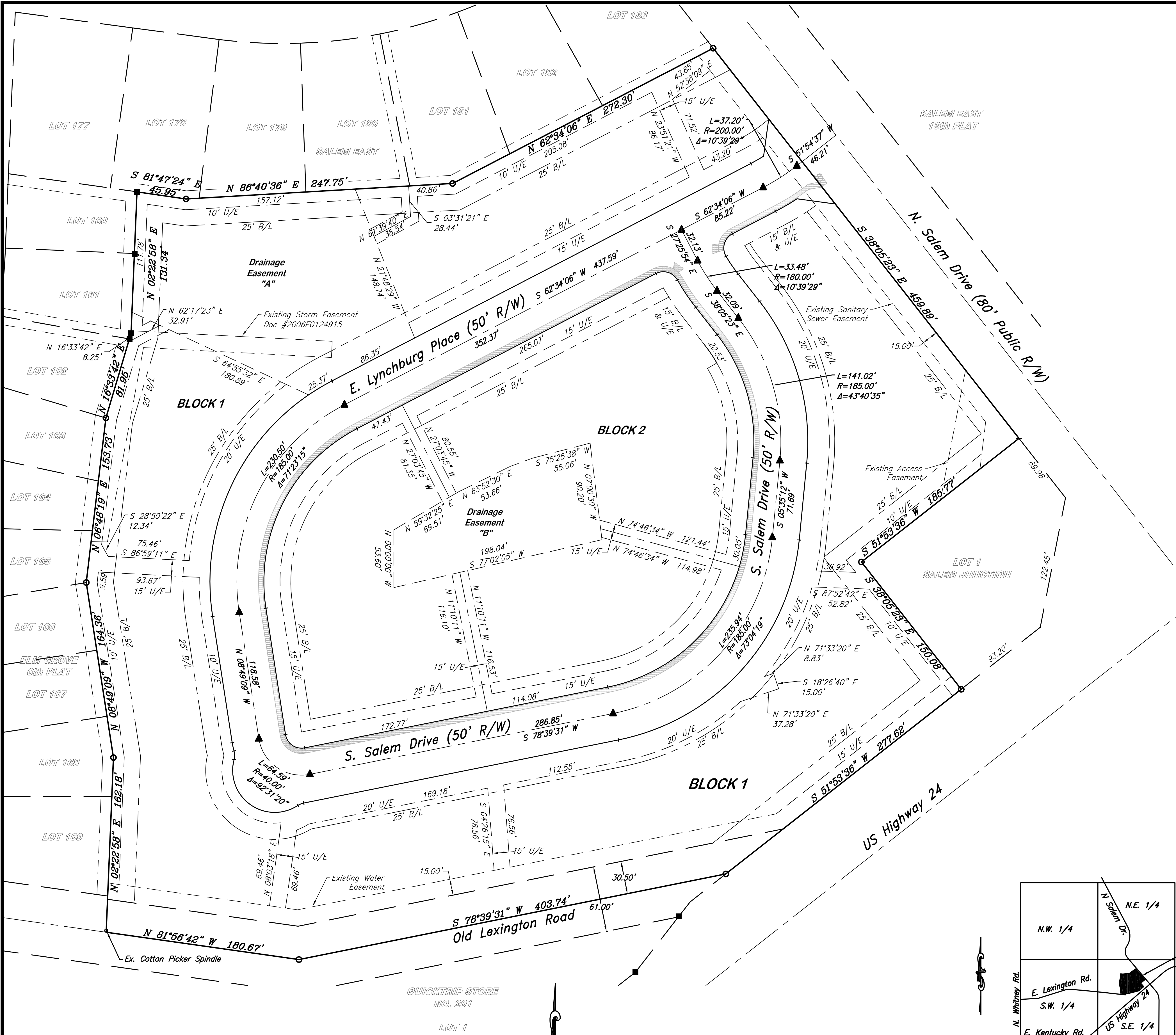
Alexander F. Lopez, City Engineer, DATE

COUNTY APPROVAL:

Vincent Brice Jackson County Assessment Department DATE

I hereby certify that the within Plat of "McBEE ACRES" subdivision is based upon an actual survey made by me or under my direct supervision and that said survey meets or exceeds the current minimum standards for property boundary surveys as established by the Department of Natural Resources, Division of Geology and Land Survey, of the State of Missouri, and Missouri Standards for Property Boundary Surveys, established by the Missouri Board for Architects, Professional Engineers and Land Surveyors. I further certify that this Plat complies with all statutes, ordinances, and regulations governing the practice of surveying and platting of subdivisions to the best of my professional knowledge and belief.

THOMAS W. CLEMONS, P.L.S. NO. 1958
JACKSON COUNTY, MISSOURI



LEGEND

- U/E UTILITY EASEMENT
- B/L BUILDING LINE
- EXISTING REBAR
- EXISTING "+" CUT IN CONCRETE
- SET 1/2" REBAR & PLASTIC CAP MO PLS #1958
- SET COTTONPICKER SPINDLE

NOTES:

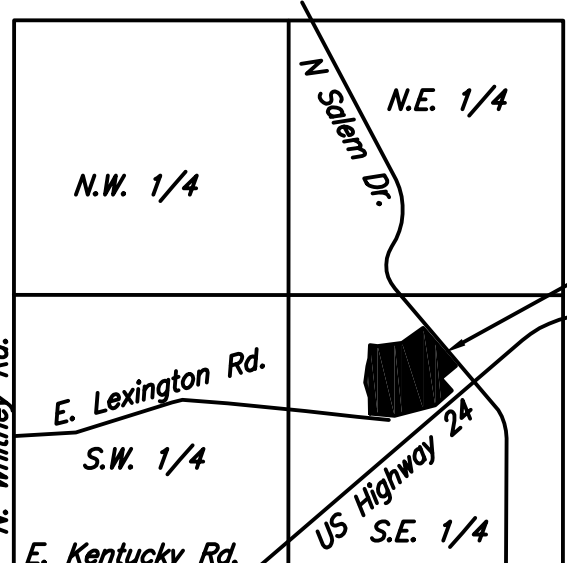
- The bearings and coordinates shown on this plat are based upon the Missouri Coordinate System of 1983, West Zone, by GPS Observations using the MoDot GPS Network.

SCALE: 1"=50'
DATE: OCTOBER 30, 2024

PREPARED FOR/ DEVELOPER:
GROUND UP DEVELOPMENT, LLC

Thomas Clemons
Area Surveyors

2800 Robinson Pike Road
P.O. Box 324 Grandview, Missouri 64030
(816) 941-7557 sirvey@kc.rr.com



SEC. 20, T-50-N, R-31-W



PRELIMINARY PLAT FOR
MCBEE ACRES
INDEPENDENCE, JACKSON COUNTY, MISSOURI

DEVELOPER:
MCBEE DEVELOPMENT
(407) 982-0524

SYMBOL LEGEND

PROPOSED	EXISTING
MW	MW
Manhole	Manhole
Curb Inlet	Curb Inlet
Junction Box	Junction Box
Field Inlet	Field Inlet
Fixed End Section	Fixed End Section
Fire Hydrant	Fire Hydrant
Blow Off	Blow Off
Water Valve	Water Valve
Water Meter	Water Meter
Shoof	Shoof
Utility Pole	Utility Pole
Guy Wire	Guy Wire
Electric Transformer	Electric Transformer
Telephone Pole	Telephone Pole
Cable Pedestal	Cable Pedestal
Open Ditch	Open Ditch

LINE LEGEND

PROPOSED	EXISTING
Storm Line	Storm Line
Sanitary Line	Sanitary Line
Water Line	Water Line
Building Line	Building Line
Easement Line	Easement Line
4' Sidewalk	4' Sidewalk
2' Curb	2' Curb
Contour	Contour
Fence Line	Fence Line
Gas Line	Gas Line
Overhead Telephone Line	Overhead Telephone Line
Underground Telephone Line	Underground Telephone Line
Overhead Electrical Line	Overhead Electrical Line

UTILITY NOTES:

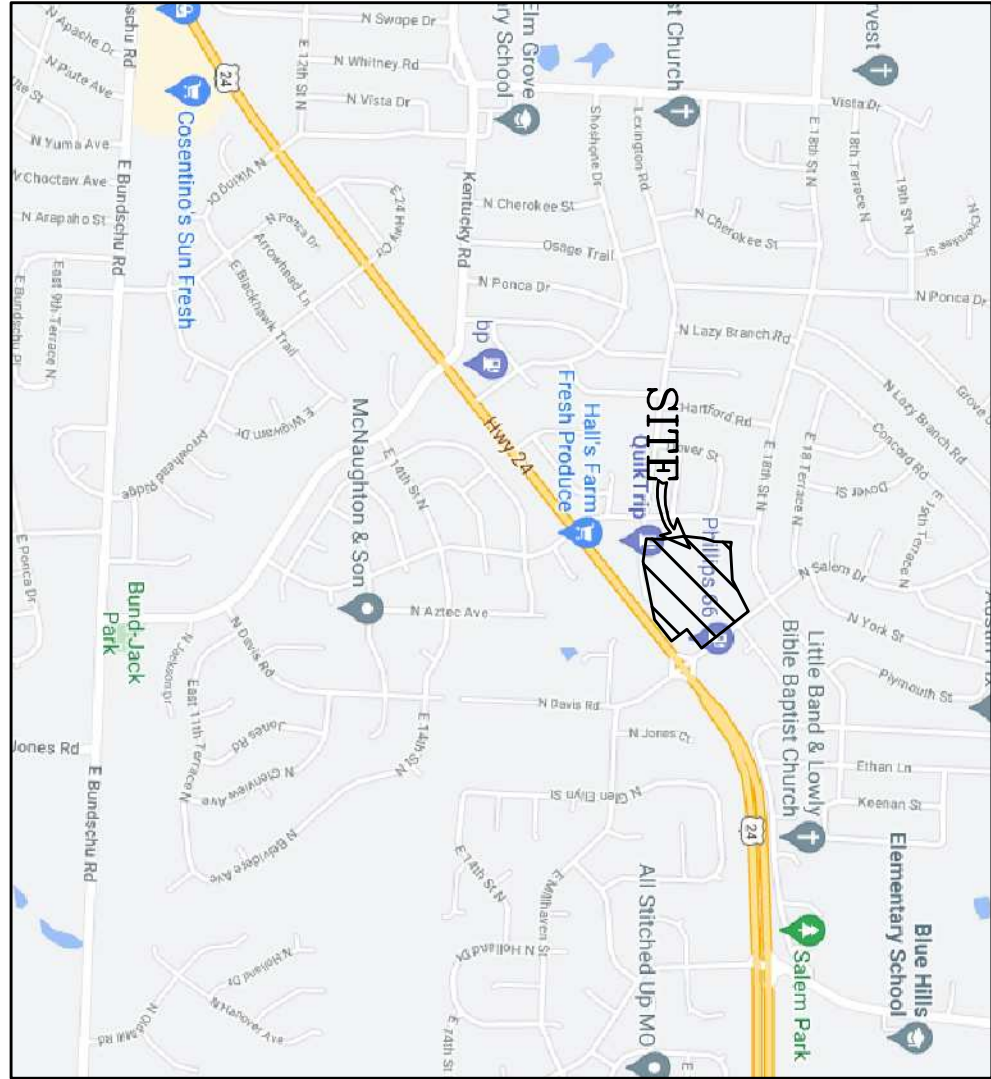
1. SANITARY SEWER MAIN SHALL BE BUILT TO CITY STANDARDS AND DEDICATED TO THE CITY ALONG WITH A 15' UTILITY EASEMENT.
2. WATER MAIN SHALL BE BUILT TO CITY STANDARDS AND DEDICATED TO THE CITY ALONG WITH A 15' UTILITY EASEMENT.

NOTE:

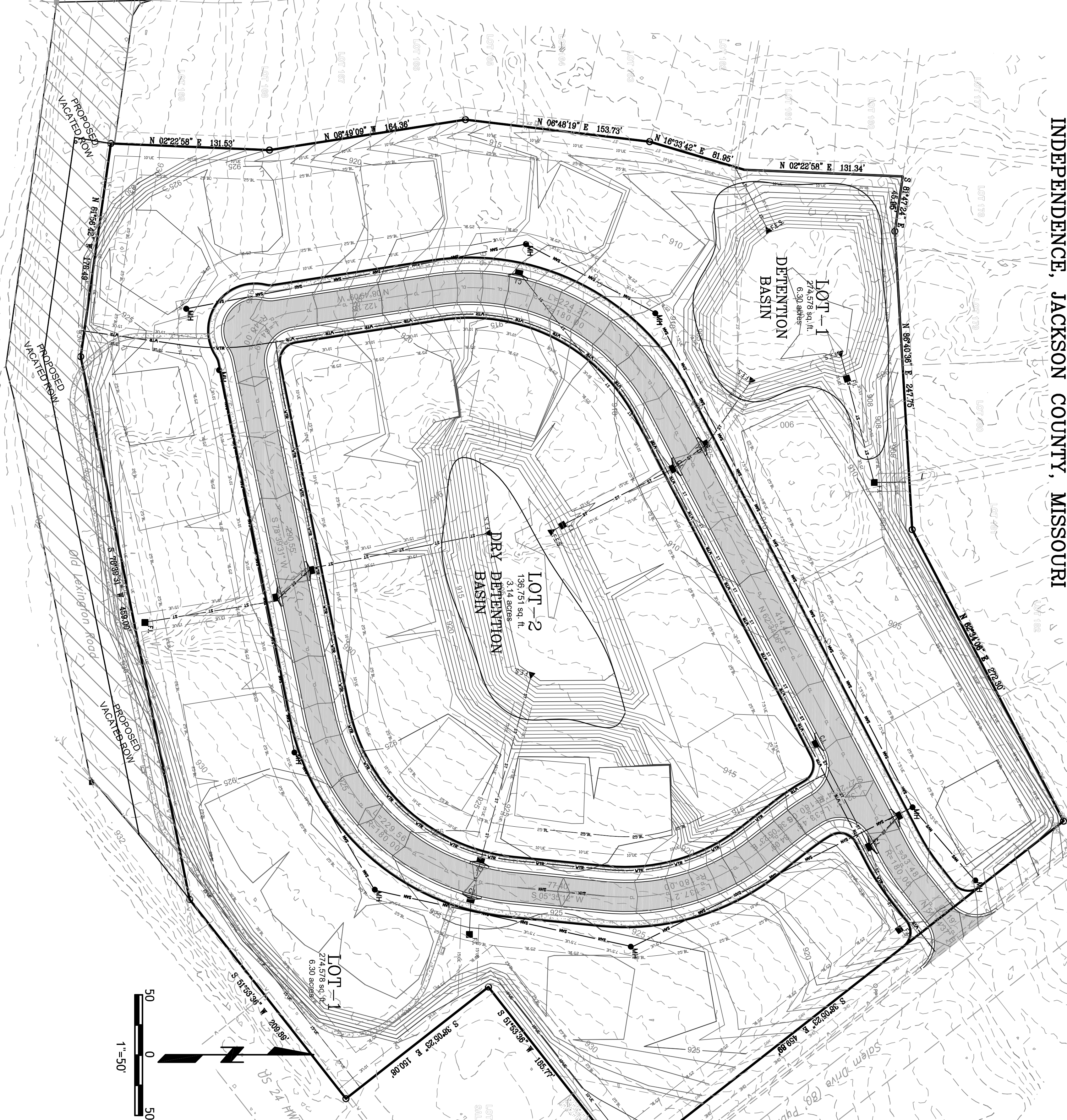
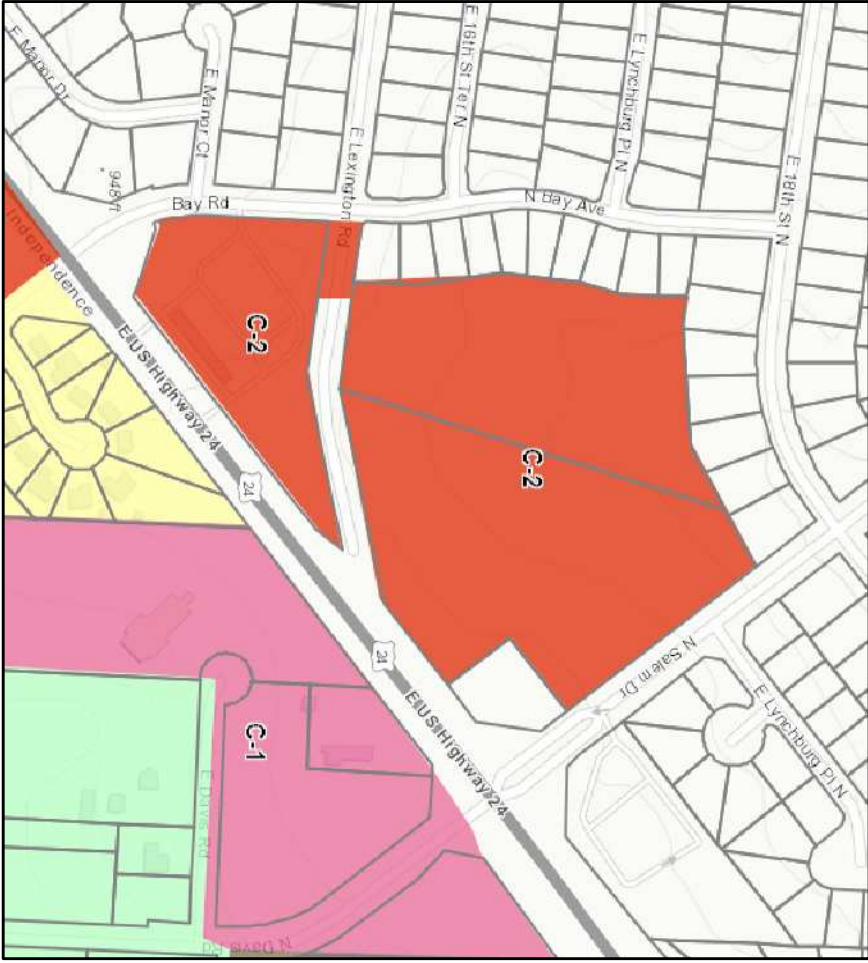
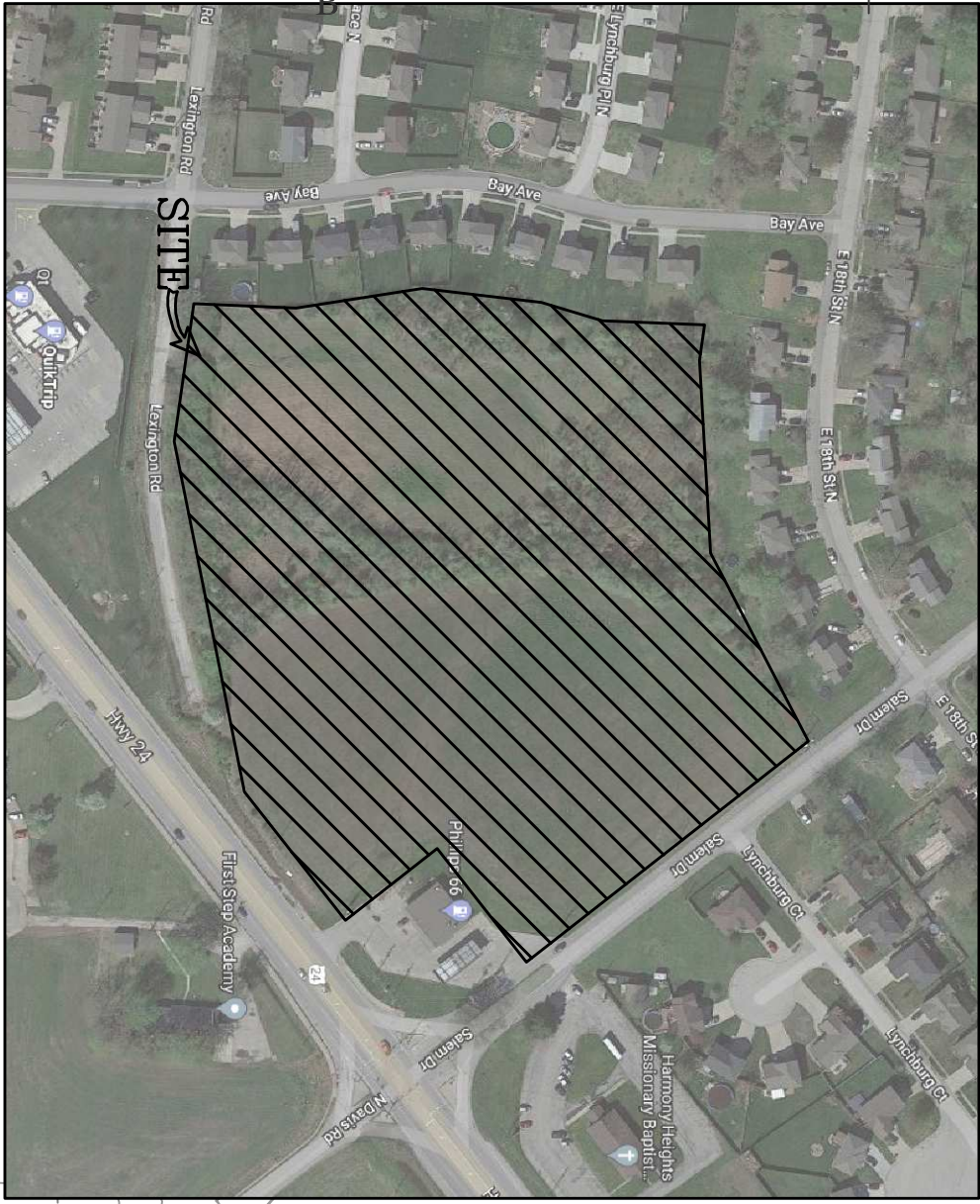
1. EXISTING ZONING = C-2
2. TOTAL AREA = 11.43ac
3. TOTAL LOTS = 3
4. TOTAL LOTS = 78 UNITS
5. UNITS PER ACRE = 6.8 UNITS / ACRE
6. THIS DEVELOPMENT WILL IMPROVE THE EXISTING DETENTION BASIN TO MITIGATE THE INCREASE IN STORM WATER RUNOFF DO TO THE ADDITION OF IMPERVIOUS MATERIAL.
7. ALL ROADS SHALL BE 28' BACK TO BACK W/ 50' ROW.
8. BUILDING SET BACKS
9. FRONT YARD = 25'
10. REAR YARD = 25'
11. CORNER = 15'
12. DEDICATED ROW = 159ac
13. PERCENT OF GREEN SPACE = 57%

PERVIOUS VS IMPERVIOUS CALCULATIONS

LOT SIZE	497,890 SF
IMPERVIOUS SURFACES	
BUILDINGS, PORCHES, DRIVES,	
PARKING,	156,000 SF
STREETS	43,224 SF
SIDEWALKS	16,969 SF
TOTAL	216,193 SF
CALCULATIONS	
I/P = 43% IMPERVIOUS	
57% PERVIOUS (GREEN)	



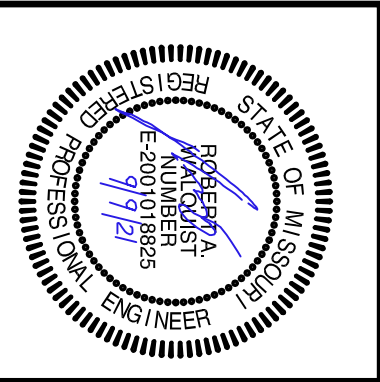
LOCATION MAP



DESCRIPTION:

A part of the Southeast Quarter of Section 20, Township 50 North, Range 31 West, Independence, Jackson County, Missouri, described as follows:
Beginning at the Northeast corner of Lot 160, ELM GROVE 6TH PLAT, a subdivision of record; thence S 81°47'24"E, along the South line of SALEM EAST, a subdivision of record, for 45.95 feet; thence N 86°40'36"E along said South line for 247.75 feet; thence N 62°34'08"E along said South line for 272.30 feet to the Southeast corner of Lot 183, SALEM EAST; thence S 36°03'23"E, along the right of way line of Salem Drive (807'W), for 459.89 feet to the Northeast corner of Lot 1, CORRECTION PLAT 7, SALEM JUNCTION, a subdivision of record; thence S 51°53'36"W along said Lot 1 for 185.77 feet; thence S 36°05'23"E along said Lot 1 for 150.08 feet; thence S 51°53'36"W along the Northern right of way line U.S. Highway Route 24 for 209.89 feet to the Northern right of way line of Old Lexington Road (619'W); thence S 78°39'31"W along said Northern line for 459.00 feet; thence N 81°56'42"W along said Northern line for 178.49 feet to the East line of ELM GROVE-6TH PLAT; thence N 2°22'58"E along said East line for 153.73 feet; thence N 8°49'09"W along said East line for 164.36 feet; thence N 6°48'19"E along said East line for 131.34 feet; thence N 16°33'42"E along said East line for 81.95 feet; thence N 2°22'58"E along said East line for 131.34 feet to the Point of Beginning.

PRELIMINARY PLAT



McBEE ACRES
INDEPENDENCE, JACKSON COUNTY, MISSOURI

Quist Engineering, Inc
Civil Engineering for Residential & Commercial Site Development
821 NE Columbus St.
Lee's Summit, Missouri 64063
Phone: (816) 550-5675
email: rwalquist@quistengineering.com

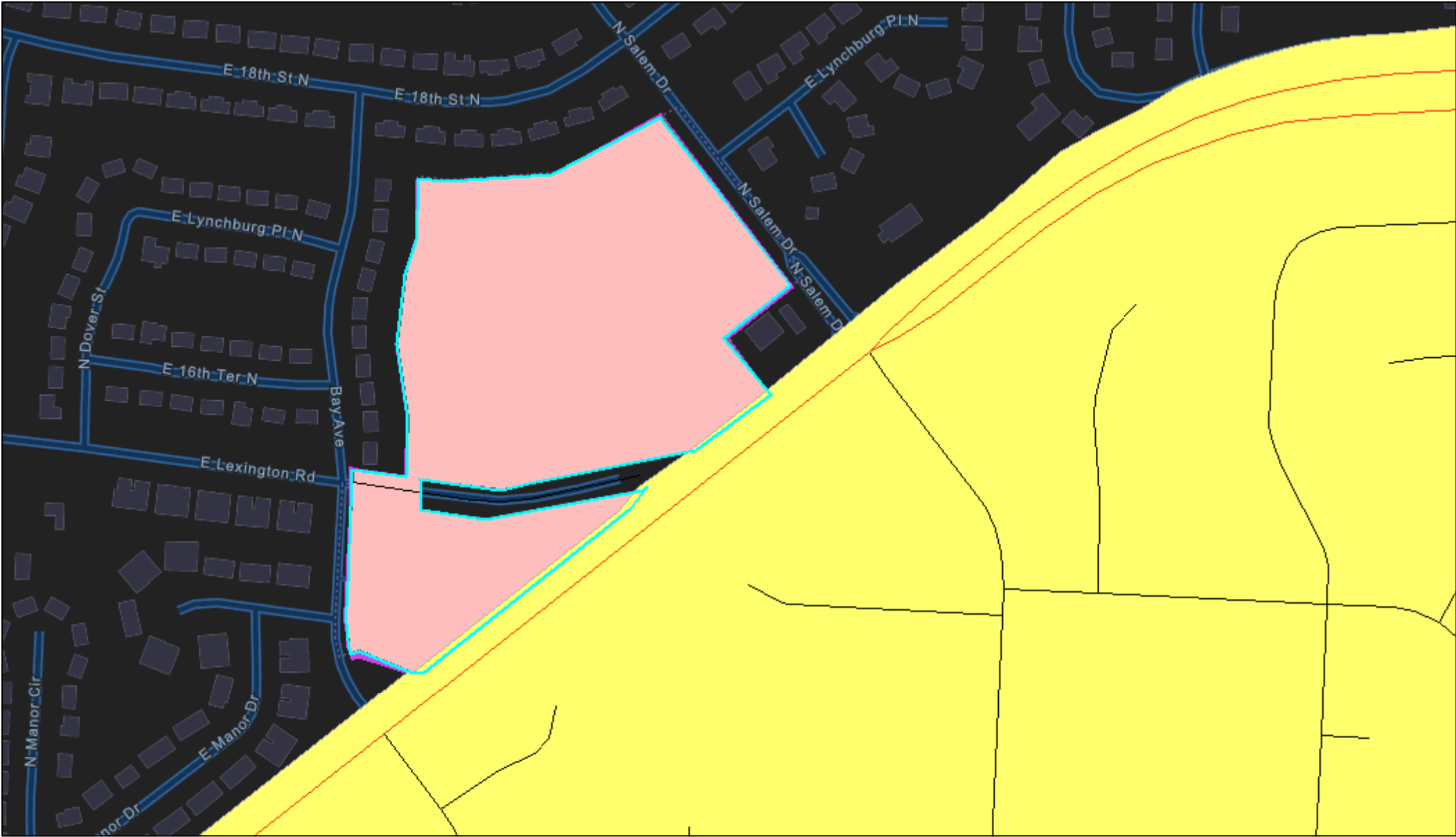
COPYRIGHT © 2022
1-25-22

REVISIONS
1-31-22
2-7-22

SHEET NO.
C200

JOB NO.
E21-314

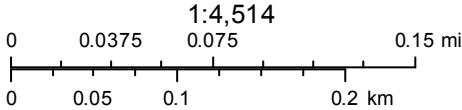
Comprehensive Plan Map



11/7/2024, 9:08:15 AM

- | Streets | Proposed Land Use (Comp Plan) |
|-----------|-------------------------------|
| — Highway | Residential Neighborhoods |
| — Local | Neighborhood Commercial |

City Limits





Planning Commission Minutes

November 19, 2024 6:00 PM

City Hall, 111 E. Maple Avenue (Ground Floor), Council Chambers

CALL TO ORDER

A meeting of the Planning Commission was held at 6:00 PM on 11/19/2024, in the 111 E Maple Avenue City Council Chambers, Independence, MO 64050. The meeting was called to order.

ROLL CALL

Upon roll call, the following members were present - Laurie Dean Wiley, Eric Ashbaugh, Edward Nesbitt, Dan O'Neill, Virginia Ferguson, Jose Torres, Michael Young. Absent - .

CONSENT AGENDA

The Consent Agenda consists of routine items of business to be acted upon by the Planning Commission with little or no public discussion. The staff or committee recommendation for each item is included in the Planning Commission packet. Any item may be removed by a commissioner or staff member to become part of the regular agenda.

Commissioner Nesbitt requested to pull Case 24-320-08 from the Consent Agenda.

1. Planning Commission Minutes – October 29, 2024

Motion

Commissioner Dan O'Neill made a motion to approve the Consent Agenda. Commissioner Edward Nesbitt seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

2. Case 24-320-08 – Final Plat – McBee Acres – A request for Final Plat approval for McBee Acres generally located at the northwest corner of US 24 and Salem Drive.

In response to Commissioner Nesbitt's question, Gabe Glaser advised parking was addressed in the conditions.

Motion

Commissioner Eric Ashbaugh made a motion to approve the case. Commissioner Virginia Ferguson seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

PUBLIC HEARINGS

1. **Continued Case 24-125-05 Rezoning/PUD – 19300 E 37th Terrace** – A request by JC Weston Construction to rezone the property from C-2 (General Commercial) to R-30/PUD (High Density Residential/Planned Unit Development) and approving a preliminary development plan.

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 conditions of approval.

In response to Commissioner Nesbitt's question, Mr. Harker advised that there's a piece of City property between the right-of-way and the subject property. Commissioner Ashbaugh asked if the City maintains that piece of property between this development and the right-of-way. Mr. Arroyo stated he believes the City maintains the property and will continue to maintain the property.

Commissioner Nesbitt stated he would like to see electric vehicle charging stations required and questioned why we're allowing so few parking spots. Mr. Arroyo said electric vehicle charging stations are not required and there are challenges in requiring those with apartment buildings.

Mr. Arroyo stated the developer provided a plan that shows their anticipated parking needs and noted visitors wouldn't be able to park on the major streets around this development. Mr. Arroyo noted the parking ratio is 1.64 per unit.

Commissioner Nesbitt questioned why new apartments are being proposed when the Housing Study said the City no longer needs apartments. Mr. Arroyo stated the update to the Housing Study showed the City could use around 650 units before we reach saturation.

In response to Chairwoman Wiley's question, Mr. Arroyo stated they believe this development will be similar in height to the existing Pepperwood Apartments.

Applicant Comments

Clint Burkdoll, Olathe, KS, stated they're a local developer and said they would be willing to add some electric vehicle charging stations. He also noted they would be willing to mow the piece of City property. Mr. Burkdoll stated the site is steep and there are challenges with the topography, which is why it hasn't been developed yet.

Jason Osborne, Rosemann & Associates, 1526 Grand Blvd, Kansas City, said the garages will

hold standard trucks. Mr. Osborne said these would be market rate apartments and based their parking plan on existing developments.

In response to Commissioner Ashbaugh's question, Mr. Osborne stated they plan to have a valet trash service.

Public Comments

No public comments.

Commissioner Comments

Commissioner Nesbitt stated he would like a condition added that requires electric vehicle charging stations.

Motion

Commissioner Edward Nesbitt made a motion to approve the case, with conditions as outlined by staff and the added condition from Commissioner Nesbitt. Commissioner Dan O'Neill seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

2. **Continued Case 24-100-24 – Rezoning – 2131 S. Scott Avenue** – A request by Andrew Rocco Mazzella to rezone the property from R-12 (Two-Family Residential) to C-2 (General Commercial).

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.

In response to Commissioner O'Neill's question, Mr. Harker stated it's a cleaning business.

Applicant Comments

Erwin Gard, 1040 SW Luttrell, Blue Springs, stated he's representing the applicant. Mr. Gard stated he believes the business does not store cleaning chemicals, but sells the cleaning supplies.

In response to Chairwoman Wiley's question, Mr. Gard said they will improve the sidewalk, curb and gutter along Scott and 23rd Street and noted the gravel will be removed.

Public Comments

No public comments.

Motion

Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Michael Young seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

3. **Continued Case 24-100-25 – Rezoning – 2301 S. Chrysler Avenue** – A request by the City to rezone the property from I-1 (Industrial) and R-6 (Single Family Residential) to R-6 (Single Family Residential).

Staff Presentation

Brian Harker presented updates for this case. He provided the Commission with a background on the use of the stadium. Mr. Harker stated in 2023, the Independence School District entered into a lease with the City and Van Horn High School baseball team started using the facility.

The Independence School District has invested funds to improve the property and seeks to enter into a Development Agreement with the City to continue use of the facility.

Public Comments

Beverly Lentz, 1208 W 24th St S, expressed concerns about environmental impact and the homeless population in that area.

Commissioner Comments

In response to Chairwoman Wiley's question, Mr. Harker confirmed this is a corrective rezoning so that both plots are zoned the same and will have the same address. Chairwoman Wiley thanked staff for answering all the questions that were presented at the last meeting.

Motion

Commissioner Eric Ashbaugh made a motion to approve the case. Commissioner Edward Nesbitt seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

4. **Case 24-100-26 – Rezoning – 17200 E. Medical Center Pkwy, 17203 & 17221 E. 23rd Street** – A request by the City to rezone the property from R-30/PUD (High Density Residential/Planned Unit Development) to C-2 (General Commercial).

Staff Presentation

Gabe Glaser presented the case. Mr. Glaser 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.

Public Comments

Natalie Sevy, 17208 E 23rd St, stated she owns a property across the street from the Independence Utilities Center. She stated if there is going to be a jail on this property, she is opposed to this change.

Mr. Glaser noted this is a rezoning request and is not related to a future use of this property.

Motion

Commissioner Dan O'Neill made a motion to approve the case. Commissioner Edward Nesbitt

seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

OTHER BUSINESS

1. Training provided by Lauber Law

Jeremy Lauber provided training to the Planning Commission.

ROUNDTABLE - NEXT MEETING DECEMBER 10, 2024

Staff noted we currently don't have any cases for the December 10, 2024 Planning Commission meeting and we anticipate canceling that meeting.

ADJOURNMENT

The meeting was adjourned at 8:38 p.m.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

A public hearing for the application to rezone the property at 19300 E. 37th Terrace S from C-2, General Commercial, to R-30/PUD, High Density Residential/Planned Unit Development, and approving a Preliminary Development Plan. ***New Information Only.***

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

Department / Contact	Community Development /
---------------------------------	-------------------------

REVIEWERS

Tom Scannell
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. 10-29-24 Public Notice Submitted to Examiner

INTERIM AD DRAFT

This is the proof of your ad scheduled to run in **Examiner** on the dates indicated below. If changes are needed, please contact us prior to deadline at **(816) 254-8600**.

Notice ID: VO9zgbRkthGAyUMfC8Hh | **Proof Updated: Oct. 08, 2024 at 12:32pm CDT**
Notice Name: 10/29 PC Ad

This is not an invoice. Below is an estimated price, and it is subject to change. You will receive an invoice with the final price upon invoice creation by the publisher.

FILER

Miranda Rice
mrice@indepmo.org
(816) 325-7109

FILING FOR

Examiner

Columns Wide: 1 **Ad Class:** Legals

Total Column Inches: 12.63

Number of Lines: 101

10/12/2024: Other 163.32

Subtotal	\$163.32
Tax	\$0.00
Processing Fee	\$0.00
Total	\$163.32

See Proof on Next Page

Notice of Public Hearing

Notice is hereby given that a public hearing will be held by the Independence City **Planning Commission** at 6 p.m., Tuesday, October 29, 2024, and by the Independence **City Council** at 6 p.m., Monday, December 16, 2024, in the Independence City Hall City Council Chambers (lower level, north entrance) 111 E. Maple Avenue, in Independence, Missouri on the following matter(s):

Case 24-100-24 – Rezoning – 2131 S. Scott Avenue – A request by Andrew Rocco Mazzella to rezone the property from R-12 (Two-Family Residential) to C-2 (General Commercial).

Case 24-100-25 – Rezoning – 2301 S. Crysler Avenue – A request by the City of Independence to rezone the property from R-6 (Single-Family Residential) and I-1 (Industrial) to R-6 (Single-Family Residential).

Case 24-100-17 – Rezoning – 18th Street - A request by the City of Independence to rezone the properties at 10120, 10124, 10125, 10200, 10201, 10202, and 10205 E. 18th Street S. and 1802 S. Ash Avenue from C-2 (General Commercial) to R-6 (Single-Family Residential); to rezone the properties at 10321, 10323, 10325 and 10327 E. 18th Street S. from C-2 (General Commercial) to R-12 (Two-Family Residential); and to rezone the property at 1803 S. Ash Avenue from C-2 (General Commercial) and R-12 (Two-Family Residential) to R-6 (Single-Family Residential).

Case 24-125-05 – Rezoning/PUD – 19300 E. 37th Terrace S. – A request by JC Weston Construction to rezone the property from C-2 (General Commercial) to R-30/PUD (High Density Residential/Planned Unit Development) and approving a preliminary development plan.

The Planning Commission will conduct full public hearing on these applications. The City Council will only hear new information that was not presented at the Planning Commission's public hearing if such facts were not reasonably available at the time of the Planning Commission

hearing. Any new information proposed to be presented to the City Council must be submitted in writing to the Community Development Department and Law Department at least seven (7) days prior to the City Council meeting.

Case 24-175-08 – UDO Amendment #71 – The City proposes Amendment #71 of the Unified Development Ordinance pertaining to Trash Haulers.

The Planning Commission and City Council will conduct a full public hearing on this case.

Witness my hand this 7th day of October, 2024.

Tom Scannell, Community Development Director
The City of Independence, Missouri is an Equal Opportunity Employer/Contractor/MFD

Published in the Examiner, Oct 12, 2024

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City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-128 **2R** 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 19300 E. 37th Terrace S. **2R**

Recommendations:

Commissioner Nesbitt made a motion to recommend **APPROVAL** of this rezoning request, for property located at 19300 E. 37th Terrace S., with the following conditions be included with the preliminary development plan:

1. A building setback deviation shall be granted for the easternmost building (i.e., Building D) to allow the building to be set back 16 feet from the Jackson Drive right-of-way instead of 50-feet.
2. A building height deviation shall be granted for the easternmost building (i.e., Building D) to allow the building may be as high as 50-feet tall on the non-garage side and 60 feet tall on the garage side.
3. In exchange for the building height and building setback deviations, the significant landscaping as shown on the landscape plan shall be provided.
4. The applicant shall provide an additional amenity in addition to the pool and clubhouse. Staff will work with the applicant to ensure that amenities are provided at the final development plan stage.
5. The Final Development Plan should provide elevations for the masonry trash enclosures.
6. The office/clubhouse and apartment buildings and units within will be addressed on the Final Development Plan as prescribed by the Community Development Department.

This preliminary development plan has not been reviewed for final engineering design compliance. All development engineering must be designed in accordance with City of Independence standards and specifications prior to approval of the final development plan.

A second to the motion was made by Commissioner O'Neill. The Independence Planning Commission voted as follows:

Commissioner Nesbitt – Yes

Commissioner Wiley – Yes

Commissioner Young – Yes

Commissioner Ashbaugh – Yes

Commissioner Ferguson – Yes

Commissioner O'Neill – Yes

Commissioner Torres - Yes

The motion passed 7-0 and such application is forwarded to the City Council for its consideration. Staff concurs with the recommendation of the Planning Commission.

Background:

PROJECT DESCRIPTION: – A request by JC Weston Construction to construction a 304-unit apartment complex at 19300 E. 37 Terrace S.

REQUEST:

A request by JC Weston Construction 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.

PROPERTY HISTORY:

The property has never been platted. In 1974, the property was rezoned from R-1 to C-P-2 with the site plan being approved in 1975. This project was never developed, and this undeveloped tract got its current size and configuration with the creation of 37th Terrace and Jackson Drive.

PROPOSAL:

The proposed Infinity Apartments (originally submitted as Jackson Apartments) is a 304-unit, multi-family development consisting of four separate four-story buildings with underground parking. The proposed development, on 11.67-acres, is located in the northwest corner of Jackson Drive and 37th Terrace. The development will include a clubhouse & pool, and a mix of regular parking, covered carport parking, and garage spaces. The development will have a density of 25.7-units per acre. There will be 6.194-acres of open space.

PHYSICAL CHARACTERISTICS OF THE PROPERTY:

The applicant's 11.67-acre property at its southern end is more open and level, but as proceeding to the north it becomes steeper and more wooded as it descends toward the railroad right-of-way. Trees line the two ravines going northeast and northwest. There is a thick stand of trees abutting the apartment complex to the west.

CHARACTERISTICS OF THE AREA:

The vicinity of the proposed development is dominated by retail, institutional and multiple-family residential uses. To the south, across 39th Terrace is box retail. Then, to the southwest across the intersection of 37th Terrace and Jackson Drive is Centerpoint Medical Center. East across Jackson Drive is an apartment complex. To the west lies a nursing home and further west another apartment complex. North of the property, down the steep embankment, lies a railroad right-of-way and a heavily wooded area.

ANALYSIS:

Consistency with *Independence for All*, Strategic Plan:

The project should achieve livability, choice, access, health and safety through a quality-built environment. The project will improve visual appearance, improve public infrastructure and facilities, and stabilize and revitalize a neighborhood.

Comprehensive Plan Tools and Policies for the Current Designation:

The relevant Guiding Principle would be that it facilitates the development of a connected, mixed-use neighborhood where appropriate.

Zoning:

The applicant proposes R-30/PUD zoning, which allows; multiple-family housing, home based daycare, government facilities, churches, schools, utilities, cemeteries, crops and gardening. District C-2 (General Commercial) allows for retail, office, restaurants, banks, business and personal improvement services, hotels, construction services, daycare centers, nursing homes, government facilities, churches, employment agencies, funeral and interment services, schools, colleges and universities, veterinary and animal boarding services, sports and entertainment facilities, medical services, repair services and crop agriculture.

Historic and Archeological Sites:

There are no apparent historic or archeological issues with this property.

Public Utilities:

Water, sewer and electrical services are available to the property. The proposed sanitary sewer flows from this development exceeds the capacity of a siphon to the north of the property. Sewer improvements will require cooperation between the developer and Municipal Services to provide sewer to this development. Utilities to service the development will be installed along the private drive aisles to serve each proposed building as shown on the preliminary site development plan. Water and sewer lines will be provided with one tap per building for each utility. Proposed easements will be provided for public utilities at the time of final platting

Floodplain/Stream Buffer/Detention Basin:

The property is neither in a floodplain nor near a stream requiring accompanying stream buffer zones. The property will drain to the northeast where a detention pond will be sited.

Drainage Study:

BMP's are required per the City's design criteria and will be implemented on this development. Design will abide by the MARC/APWA Manual of Best Management Practices.

The proposed project will consist

	EXISTING PEAK FLOWS	PROPOSED PEAK FLOWS	Design Storm
(cfs)	(cfs)		
10 Year	21.65	23.95	
100 Year	30.68	32.40	

	EXISTING VOLUME	PROPOSED VOLUME	Design Storm
(ac-ft)	(ac-ft)		
10 Year	2.84	3.76	
100 Year	5.65	6.78	

6 of new multi-family residential homes, open space, parking, a clubhouse and pool, and an on-site detention basin. Stormwater runoff from the proposed development will be controlled utilizing the existing on-site detention basin. The basin has been determined in preliminary analysis to have storage capacity for the development's increase in runoff. The basin's control structure will need modifications to control the 10- and 100-year storm events peak release rates per the City's requirements. BMP's will be required to treat water quality and will be designed per the City's requirements.

Parking Lot and Access:

Access to the Infinity Apartments will be from 37th Terrace and Jackson Drive. The 37th Terrace entrance will be at the southwest corner of the property while the proposed entrance off Jackson Drive will be further north than the existing road cut that's nearer the intersection. Both drives connect to a looping parking lot where all but the south parking lot are behind the building lines of the apartment structures. All maneuvering aisles will be two-way and none of the parking aisles are more than two cars deep. They will have landscaped endcaps and islands.

Parking:

The UDO requires 564-parking spaces (441-based on the unit counts and 123 additional visitor's spaces). The 304-unit apartment complex would have 500-parking spaces (48 for the studio units, 360 for the one and two-bedroom units, 32 for the four-bedroom units and 60 others for visitors); this results in a 1.64 parking spaces per unit that is equivalent or greater than industry standards and the number of other apartment developments in the region. Although the development is 64 spaces short of the new requirements, the site is constrained by the topography of the site, the existing right-of-way, and the existing detention basin that must be sized for not only this development but the adjacent developments as well. The UDO allows for approval of an alternative parking plan. The applicant submitted a parking letter outlining this alternative parking plan. Staff supports the alternative parking plan given the site constraints mentioned above.

Sidewalk:

A completed sidewalk is required along 37th Terrace.

Traffic Study:

This traffic study summarizes the anticipated traffic impacts of the proposed Infinity Apartments development with the following:

Left-turn and right-turn lane warrants at the driveway intersections were analyzed in conjunction with MoDOT's Access Management Guidelines, and no turn lanes would be warranted at either site driveway.

It should be noted that the site plan shows a full-access driveway that would require a median break along Jackson Drive. Although a northbound left-turn lane is not warranted due to traffic volumes at this intersection, a median break without a dedicated turn lane is not recommended as drivers would not be expecting a left-turn driver slowing down to make the turn on a divided roadway without a left-turn lane present. There is an existing bridge just north of the intersection and a significant retaining wall on the east side of Jackson Drive that would make it difficult to construct a northbound left-turn lane. If a dedicated left-turn lane is not feasible, the driveway access shall be limited to right-in/right-out access.

In general, acceptable traffic operations can be expected in and around the proposed development with the addition of the Infinity Apartments development. The development traffic will have minimal impact on the traffic operations in the study area. No improvements would be required.

Amenities:

Provided amenities will include an outdoor swimming pool and clubhouse. The applicant provided an amenity package exhibit. Staff recommends an additional amenity in addition to the pool and clubhouse and will work with the applicant to ensure that amenities are provided at the final development plan stage.

CIP Investments:

The City does not have any capital improvements projects planned near this area.

Elevations:

The four proposed apartment structures will be arranged in a circle. Building D will front S. Jackson Drive with the parking behind. Building C will set much further back from the right-of-way of E. 37th Terrace S. with its parking between it and the roadway. Buildings A and B will be on the far side of the circle and arranged around the interior parking lot loop and the pool and clubhouse in the middle. There will be four carport structures as well.

There will be 76 units per building. The mix of apartments will be 44 studios, 128 one-bedroom, 116 two-bedroom and 16 three-bedroom.

The four-story apartment structures will have three colors of fiber lap siding, Hardie architectural panels, pre-finished fiber siding-board and batten, ledgerstone veneer and a standing seam roof. Additionally, there are white and dark bronze, various fiber trims, cast stone banding and metal coping and trims. The rear “basements” of the buildings will have exposed garages.

The clubhouse and carports will mimic the architectural style of the apartment building, utilizing the same Fiber Cement walls, stone veneer wainscots and pitched roofs with architectural shingles.

Building Height:

The buildings will be as high as 48-feet tall on their exterior lot line sides opposite the sides with their exposed garage entries and just under 60 feet tall when accounting for the tuck-under garages. The maximum building height allowed in the R-30 District is 35 feet; the UDO allows for 1 foot increase in building height for 1 foot of building set back beyond the minimum required. Thus, the only building that does not meet the building height requirement is Building D (i.e., the building closest to Jackson Drive). As a trade-off to the height, the applicant proposes to increase the street trees along Jackson Drive, which will provide shade along the sidewalk but also soften the height of this building. As part of the PUD approval process, the UDO allows for PUD plans to deviate from strict compliance with specified standards. Staff supports the building height deviation for Building D.

Building Setback:

The easternmost building (i.e., Building D) has a setback from the Jackson Drive right-of-way of 16-feet instead of 50-feet required. Staff supports the setback deviation for Building D as the applicant proposes to significantly increase the landscaping along Jackson Drive to minimize any effects.

Landscaping and Buffering:

The preliminary development plan indicates landscaping as required per UDO. A buffer is

required for the southwest portion of the site adjacent to the Sunterra Springs development. At the final development plan stage, staff will ensure compliance with the landscape provision of the UDO.

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 Comprehensive Plan envisions Residential Neighborhoods and the proposed rezoning aligns with this.*
2. **The consistency with the PUD standards of Section 14-902, including the statement of purpose.** *The preliminary development plan is generally consistent with the PUD standards of Section 14-902 with the exception of Building D which does not meet the building setback and building height requirements. However, the applicant proposes to significantly increase the street trees along Jackson Drive to minimize any impact.*
3. **The nature and extent of Common Open Space in the PUD.** *Except for the detention basin, most of the Common Open Space is useable. There are stands of trees in the northern part of the tract.*
4. **The reliability of the proposals for maintenance and conservation of Common Open Space.** *The complex will be on one lot under a unified ownership with the owner maintaining the site.*
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.** *The design is such that much of the Common Open Space is fairly spaced around the apartment complex's buildings.*
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.** *A traffic study was conducted on this property's impact to neighboring streets. In general, acceptable traffic operations can be expected in and around the proposed development with the addition of the Infinity Apartments development. The development's traffic will have minimal impact on the traffic operations in the study area. No improvements would be required.*
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.** *As mentioned above, this parcel is the last developable parcel at Jackson and 37th Terrace. As part of this development, studies were required for storm water, sanitary sewer and traffic. All studies were reviewed and any issues mitigated.*
8. **Whether potential adverse impacts have been mitigated to the maximum practical extent.** *Storm water, sanitary sewer and traffic issues have been reviewed and mitigated.*
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.** *There are building setback and issues that would have required*

variances with a non-PUD zoning. The PUD also helps to make sure adequate amenities and needed studies (i.e. traffic and storm water) were provided.

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 not be phased.**

Draft Planning Commission minutes are attached to this Council agenda item.

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact	Community Development /
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REVIEWERS

Tom Scannell
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Draft Ordinance 24-125-05
2. Rezoning & PUD Staff Report
3. Cover Letter
4. Application
5. Property Owner Notification Letter
6. Addresses
7. Notification Area Map
8. Affidavit
9. Prelim Site Plan Infinity Apartments
10. Jackson Drive & 37th Terrace Amenities
11. Jackson Apartments TIS
12. Parking Letter
13. Profile Exhibit
14. Sewer Capacity Study

15. Comp Plan Map
16. Zoning Map
17. Planning Commission Meeting Minutes 11-19-24

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 19300 E. 37TH TERRACE S.

WHEREAS, the application submitted by JC Weston Construction 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 19300 E. 37th Terrace S. 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 November 19, 2024, and rendered a report to the City Council with its vote to recommend approval of this application passed by a vote of 7-0; 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; and,

WHEREAS, after due public notice in the manner prescribed by law, the City Council held a public hearing, and rendered a decision to approve the rezoning PUD and preliminary development plan of the said property.

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:

Lot 2 and Tract A, Jackson Business Park, A Subdivision in Independence, Jackson County, Missouri

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) A building setback deviation shall be granted for the easternmost building (i.e., Building D) to allow the building to be set back 16 feet from the Jackson Drive right-of-way instead of 50-feet.
- 2) A building height deviation shall be granted for the easternmost building (i.e., Building D) to allow the building may be as high as 50-feet tall on the non-garage side and 60 feet tall on the garage side.
- 3) In exchange for the building height and building setback deviations, the significant landscaping as shown on the landscape plan shall be provided.
- 4) The applicant shall provide an additional amenity in addition to the pool and clubhouse. Staff will work with the applicant to ensure that amenities are provided at the final development plan stage.
- 5) The Final Development Plan should provide elevations for the masonry trash enclosures.
- 6) The office/clubhouse and apartment buildings and units within will be addressed on the Final Development Plan as prescribed by the Community Development Department.

This preliminary development plan has not been reviewed for final engineering design compliance. All development engineering must be designed in accordance with City of Independence standards and specifications prior to approval of the final development plan.

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 _____, 2025, 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

MEETING DATE: November 19, 2024

STAFF: Brian L. Harker, Senior Planner

PROJECT NAME: Infinity Apartments

CASE NUMBER/REQUEST: **24-125-05 - 19300 E. 37th Terrace S.** – A request by JC Weston Construction to rezone the property from C-2 (General Commercial) to R-30/PUD (High Density Residential/Planned Unit Development) and approving a preliminary development plan

APPLICANTS/OWNERS: Clint Burkdoll

PROPERTY ADDRESS: 19300 E. 37th Terrace S.

SURROUNDING ZONING/LAND USE:

North: C-2 (General Commercial)...undeveloped tract

South: C-2 (General Commercial)...box stores

East: R-18/PUD (Moderate-Density Residential/Planned Unit Development)...apartments

West: C-2 (General Commercial) and R-30/PUD (High-Density Residential/Planned Unit Development)...nursing home and aptment complex.

PUBLIC NOTICE:

- Letters to adjoining property owners – August 15, 2024
- Public Notice published in the Independence Examiner – August 24, 2024
- Signs posted on property – August 23, 2024

FURTHER ACTION:

Following action by the Planning Commission, this rezoning request is scheduled for first reading by the City Council on December 16, 2024 and the public hearing/second reading on January 6, 2025.

RECOMMENDATION

Staff recommends **APPROVAL** of this Rezoning/Preliminary Development Plan request.

1. A building setback deviation shall be granted for the easternmost building (i.e., Building D) to allow the building to be set back 16 feet from the Jackson Drive right-of-way instead of 50-feet.
2. A building height deviation shall be granted for the easternmost building (i.e., Building D) to allow the building may be as high as 50-feet tall on the non-garage side and 60 feet tall on the garage side.
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- 6. The office/clubhouse and apartment buildings and units within will be addressed on the Final Development Plan as prescribed by the Community Development Department.

PROJECT DESCRIPTION & BACKGROUND INFORMATION

PROJECT DESCRIPTION: – A request by JC Weston Construction to construction a 300-unit apartment complex at 19300 E. 37 Terrace S.

Current Zoning:	C-2 (General Commercial)	Proposed Zoning:	R-30/PUD (High Residential/Planned Unit Development)
Current Use:	Undeveloped tract		
Zoning History	1965 – 1974: R-1 (Single-Family Residential) 1974 - 2009: C-P-2 (Planned General Commercial) 2009 - Present: C-2 (General Commercial)		

Property History:
The property has never been platted. In 1974, the property was rezoned from R-1 to C-P-2 with the site plan being approved in 1975. This project was never developed, and this undeveloped tract got its current size and configuration with the creation of 37th Terrace and Jackson Drive.

Proposal:
The proposed Infinity Apartments (originally submitted as Jackson Apartments) is a 304-unit, multi-family development consisting of four separate four-story buildings with underground parking. The proposed development, on 11.67-acres, is located in the northwest corner of Jackson Drive and 37th Terrace. The development will include a clubhouse & pool, and a mix of regular parking, covered carport parking, and garage spaces. The development will have a density of 25.7-units per acre. There will be 6.194-acres of open space.

Physical Characteristics of Property:
The applicant’s 11.67-acre property at its southern end is more open and level, but as proceeding to the north it becomes steeper and more wooded as it descends toward the railroad right-of-way. Trees line the two ravines going northeast and northwest. There is a thick stand of trees abutting the apartment complex to the west.

Characteristics of the Areas:
The vicinity of the proposed development is dominated by retail, institutional and multiple-family residential uses. To the south, across 39th Terrace is box retail. Then, to the southwest across the intersection of 37th Terrace and Jackson Drive is Centerpoint Medical Center. East across Jackson Drive is an apartment complex. To the west lies a nursing home and further west another apartment complex. North of the property, down the steep embankment, lies a railroad right-of-way and a heavily wooded area.

ANALYSIS

Consistency with *Independence for All*, Strategic Plan:

The project should achieve livability, choice, access, health and safety through a quality-built environment. The project will improve visual appearance, improve public infrastructure and facilities, and stabilize and revitalize a neighborhood.

Comprehensive Plan Tools and Policies for the Current Designation:

The relevant Guiding Principle would be that it facilitates the development of a connected, mixed-use neighborhood where appropriate.

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Historic and Archeological Sites:

There are no apparent historic or archeological issues with this property.

Public Utilities:

Water, sewer and electrical services are available to the property. Utilities to service the development will be installed along the private drive aisles to serve each proposed building as shown on the preliminary site development plan. Water and sewer lines will be provided with one tap per building for each utility. Proposed easements will be provided for public utilities at the time of final platting

Floodplain/Stream Buffer/Detention Basin:

The property is neither in a floodplain nor near a stream requiring accompanying stream buffer zones. The property will drain to the northeast where a detention pond will be sited.

Drainage Study:

BMP's are required per the City's design criteria and will be implemented on this development. Design will abide by the MARC/APWA Manual of Best Management Practices.

The proposed project will consist

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EXISTING VOLUME PROPOSED VOLUME Design Storm (ac-ft) (ac-ft) 10 Year 2.84 3.76 100 Year 5.65 6.78

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Parking Lot and Access:

Access to the Infinity Apartments will be from 37th Terrace and Jackson Drive. The 37th Terrace entrance will be at the southwest corner of the property while the proposed entrance off-of Jackson Drive will be further north than the existing road cut that's nearer the intersection. Both drives connect to a looping parking lot where all but the south parking lot are behind the building lines of the apartment structures. All maneuvering aisles will be two-way and none of the parking aisles are more than two cars deep. They will have landscaped endcap and islands.

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The UDO allows for approval of an alternative parking plan. The applicant submitted a parking letter outlining this alternative parking plan. Staff supports the alternative parking plan given the site constraints mentioned above.

Sidewalk:

A completed sidewalk is required along 37th Terrace.

Traffic Study:

This traffic study summarizes the anticipated traffic impacts of the proposed Infinity Apartments development with the following:

Left-turn and right-turn lane warrants at the driveway intersections were analyzed in conjunction with MoDOT's Access Management Guidelines, and no turn lanes would be warranted at either site driveway.

It should be noted that the site plan shows a full-access driveway that would require a median break along Jackson Drive. Although a northbound left-turn lane is not warranted due to traffic volumes at this intersection, a median break without a dedicated turn lane is not recommended as drivers would not be expecting a left-turn driver slowing down to make the turn on a divided roadway without a left-turn lane present. There is an existing bridge just north of the intersection and a significant retaining wall on the east side of Jackson Drive that would make it difficult to construct a northbound left-turn lane. If a dedicated left-turn lane is not feasible, the driveway access should be limited to right-in/right-out access.

In general, acceptable traffic operations can be expected in and around the proposed development with the addition of the Jackson Apartments development. The development traffic will have minimal impact on the traffic operations in the study area. No improvements would be required.

Amenities:

Provided amenities will include an outdoor swimming pool and clubhouse. The applicant provided an amenity package exhibit. Staff recommends an additional amenity in addition to the pool and

clubhouse and will work with the applicant to ensure that amenities are provided at the final development plan stage.

CIP Investments:

The City does not have any capital improvements projects planned near this area.

Elevations:

The four proposed apartment structures will be arranged in a circle. Building D will front S. Jackson Drive with the parking behind. Building C will set much further back from the right-of-way of E. 37th Terrace S. with its parking between it and the roadway. Buildings A and B will be on the far side of the circle and arranged around the interior parking lot loop and the pool and clubhouse in the middle. There will be four carport structures as well.

There be 76-units per building. The mix of apartments will be 44-studios, 128-one bedroom, 116-two bedroom and 16-three bedroom.

The four-story apartment structures will have three-colors of fiber lap siding, Hardie architectural panels, prefinished fiber siding-board and batten, ledgerstone veneer and a standing seam roof. Additionally, there are white and dark bronze various fiber trims, cast stone banding and metal coping and trims. The rear “basements” of the buildings will have exposed garages.

The club house and carports will mimic the architectural style of the apartment building utilizing the same Fiber Cement walls, stone veneer wainscots and pitched roofs with architectural shingles.

Building Height:

The buildings will be as high as 48-feet tall on their exterior lot line sides opposite the sides with their exposed garage entries and just under 60 feet tall when accounting for the tuckunder garages. The maximum building height allowed in the R-30 District is 35 feet; the UDO allows for 1 foot increase in building height for 1 foot of building set back beyond the minimum required. Thus, the only building that does not meet the building height requirement is Building D (i.e., the building closest to Jackson Drive). As a trade off to the height, the applicant proposes to increase the street trees along Jackson Drive which will provide shade along the sidewalk but also softens the height of this building. As part of the PUD approval process, the UDO allows for PUD plans to deviate from strict compliance with specified standards. Staff supports the building height deviation for Building D.

Building Setback:

The easternmost building (i.e., Building D) has a setback from the Jackson Drive right-of-way of 16-feet instead of 50-feet required. Staff supports the setback deviation for Building D as the applicant proposes to significantly increase the landscaping along Jackson Drive to minimize any effects.

Landscaping and Buffering:

The preliminary development plan indicates landscaping as required per UDO. A buffer is required for the southwest portion of the site adjacent to the Sunterra Springs development. A final development plan stage, staff will ensure compliance with the landscape provision of the UDO.

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 Comprehensive Plan envisions Residential Neighborhoods and the proposed rezoning aligns with this.
2. **The consistency with the PUD standards of Section 14-902, including the statement of purpose.**
The preliminary development plan is generally consistent with the PUD standards of Section 14-902 with the exception of Building D which does not meet the building setback and building height requirements. However, the applicant proposes to significantly increase the street trees along Jackson Drive to minimize any impact.
3. **The nature and extent of Common Open Space in the PUD.**
Except for the detention basin, most of the Common Open Space is useable. There are stands of trees in the northern part of the tract.
4. **The reliability of the proposals for maintenance and conservation of Common Open Space.**
The complex will be on one lot under a unified ownership with the owner maintaining the site.
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.**
The design is such the much of the Common Open Space is fairly spaced around the apartment complex's buildings.
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.**
A traffic study was conducted on this property's impact to neighboring streets. In general, acceptable traffic operations can be expected in and around the proposed development with the addition of the Jackson Apartments development. The development's traffic will have minimal impact on the traffic operations in the study area. No improvements would be required.
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.**
As mentioned above, this parcel is the last developable parcel at Jackson and 37th Terrace. As part of this development, studies were required for storm water, sanitary sewer and traffic. All studies were reviewed and any issues mitigated.
8. **Whether potential adverse impacts have been mitigated to the maximum practical extent.**
Storm water, sanitary sewer and traffic issues have been reviewed and mitigated.
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.**

There are building setback and issues that would have required variances with a non-PUD zoning. The PUD also helps to sure adequate amenities and needed studies (i.e. traffic and storm water) were provided.

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 not be phased.

EXHIBITS

1. Narrative
2. Application
3. Notification letter
4. Mailing list
5. Mailing affidavit
6. PUD Site Plan
7. Landscaping Plan
8. Elevations
9. Comprehensive Plan map
10. Zoning map

JACKSON APARTMENTS COVER LETTER

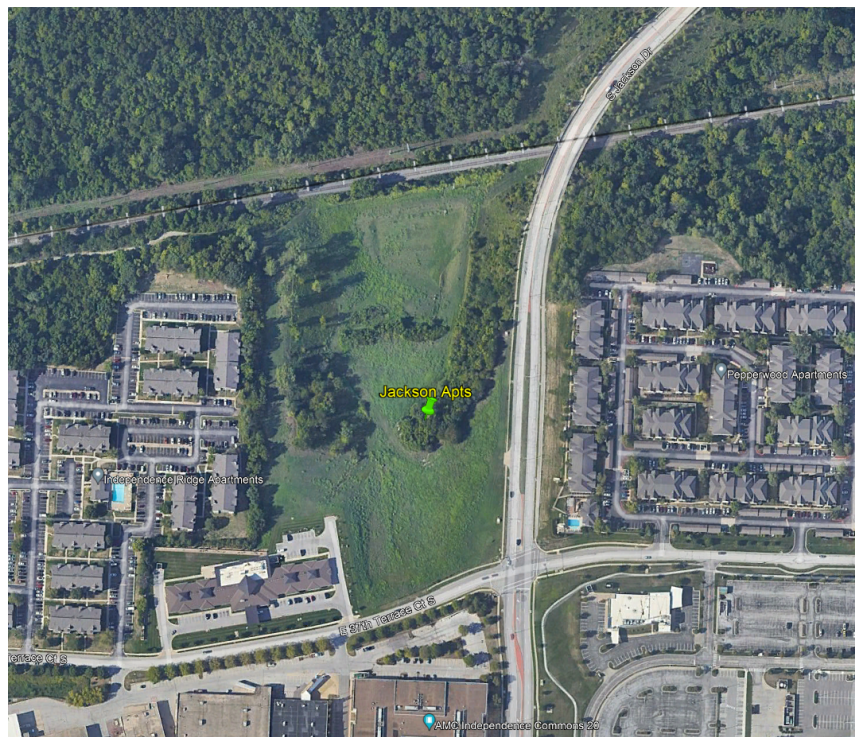


June 11, 2024

City of Independence, MO
111 E Maple Ave.
Independence, MO 64050

To whom it may concern:

Mr. Clint Burkdoll is proposing a new residential development of four, 4-story (plus garage level) apartment buildings at the NW corner of E 37th Terrace and S Jackson Drive. The 300-unit development would also include a clubhouse & pool, and a mix of regular parking, covered carport parking, and garage spaces. This submittal is for a PUD Rezoning and PDP plan. The proposed rezoning is for R-30.



Landscaping will follow City of Independence guidelines including screening of the adjacent commercial site and utilize native plantings where feasible. Regional detention exists in a tract on the north end of the proposed development. A preliminary stormwater study has been conducted to determine requirements for allowing runoff from the proposed site into the basin. A proposed full access drive entrance is located on E 37th Terr and a right-in, right-out only entrance is proposed for Jackson Drive. A preliminary traffic impact study has been included with the submittal as well.

While there are no known wetlands or floodplain on site, the topography is quite challenging. The east and west sides of the property slope down toward the center, creating a small valley. A railroad borders the site to the north. The apartment buildings will line the exterior edges with 4 floors of living units, and a garage floor on the lower, downhill side. Parking will encompass the interior area, with the clubhouse & pool in the center. The natural drainage patterns will allow for easy access to the existing basin.

Site Summary

Units: 300

Total acreage: 508,393 Sq.Ft. (11.67 ac. (including existing 1.67 ac. detention basin tract))

Open Space Area: 269,866 Sq.Ft. (6.194 ac.)

Density: 25.7 units/ac.

Parking:

Off-Street Spaces = 212

Attached Garage Spaces = 168

Detached Garage Spaces = 40

Carport Spaces = 30

Total Parking Provided = 450

Utilities

Utilities to service the development will be installed along the private drive aisles to serve each proposed building as shown on the preliminary site development plan. Water and sewer lines will be provided with one tap per building for each utility. Proposed easements will be provided for public utilities at the time of final platting.

Restrictions

Existing easements will remain in place, and are shown on the preliminary plat and preliminary site plan. Proposed easements will be provided for public utilities at the time of final platting.

Variance

On both the west and east sides of the property, there will be a couple of locations where buildings are less than minimum setback requirements. This will be part of the PUD rezoning process and specifics will be added at the time of writing the ordinance.

Sincerely,



Adam DeGonia, PE
Project Engineer

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	☐ Admin. Adjustment ☐ Variance ☐ Street Name Change ☐ Special Sign Permit

Project Information and Location

Jackson Apartments

Project Name

19300 E 37th Terrace, Independence, MO 64057

Project Address/Location

Sq. Ft. of Building	Acreage	Number of Lots/Tracts	Steam Buffer (Yes or No)
C-2	PUD R-30	Vacant	Residential - Apartment
Existing Zoning	Proposed Zoning	Existing Land Use	Proposed Land Use

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
---	---

Contact Information

Applicant

Clint Burkdoll JC Weston Construction

Name Company

PO Box 66, Gardner, KS 66030

Address

913.285.2900 metrokc1@gmail.com

Phone Email

Architect/Engineer/Surveyor/Other: Engineer

Adam DeGonia McClure

Name Company

1700 Swift Ave, Ste 100, NKC, MO 64116

Address

816-502-3915 adegonia@mcclurevision

Phone Email

Owner

Center Place Development

Name Company

7584 SE State Route P, Rockville, MO 64780

Address

Phone Email

Architect/Engineer/Surveyor/Other: Architect

Michael Gaillard Rosemann & Associates

Name Company

1526 Grand Blvd, Kansas City, MO 64108

Address

816.472.1448 mgaillard@rosemann.com

Phone Email

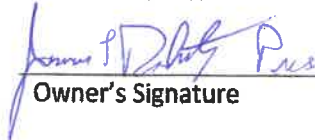
The applicant hereby agrees that the information provided above is accurate.



Applicant's Signature

05/09/2024

Date



Owner's Signature

05/10/2024

Date 12:48 PM

Property Owner Notification Letter

Date: August ____, 2024 [no later than 8/23/24]

Case No. 24-125-07 – Jackson Place

Dear Property Owner – Center Place Development:

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 only 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: Jackson Apartments

Applicant: JC Weston Construction

Location of Property: 19300 E. 37th Terrace

Planning Commission Meeting Date: September 10, 2024 at 6:00 p.m.

City Council Meeting Date: October 21, 2024 at 6:00 p.m.

Location of Public Hearing: City Council Chambers City Hall,
111 E. Maple Avenue, Independence, Missouri

All interested persons are invited to attend and will have an opportunity to be heard at the full public hearing (Planning Commission). 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.



William B. Moore
Applicant /Agent / Attorney

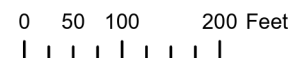
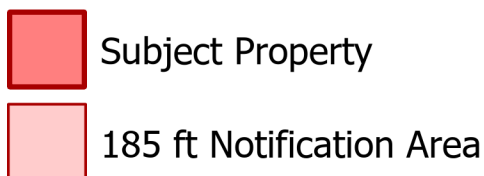
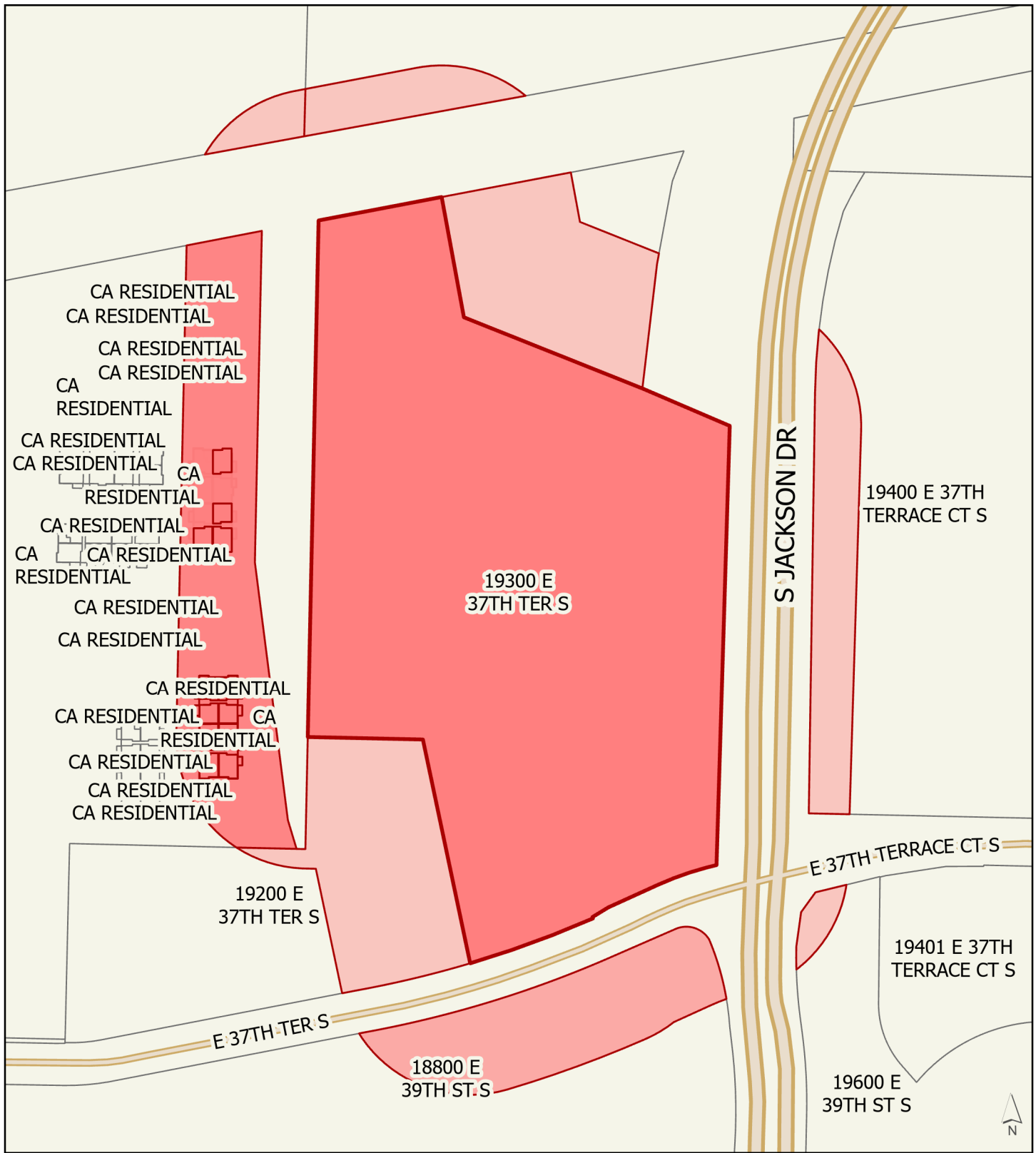
For more information, contact the Community Development Department at 816-325.7421.

PROPERTY OWNERS WITHIN 185 FEET
Independence Ridge Apartments Independence Ridge LLC 5201 Johnson Dr., Ste 100 Mission, KS 66205
Sunterra Springs Sunterra Independence RE LLC 901 Pier Vire Dr., Ste 201 Idaho Falls, IN 83402
DT Independence Commons LLC 3300 Enterprise Pkwy Beachwood, OH 44122
Centerpoint Medical Center of Indep LLC PO Box 80610 Indianapolis, IN 46280
Pepperwood Apartments Pepperwood Apartments LLC 3330 Dundee Rd., Ste S1 Northbrook, IL 60062
Covenant Land Trust LLC 214 S Spring St Independence, MO 64050

Notification Area

24-125-05

19300 E 37th Ter S, Independence, MO 64057



Prepared by Joshua Garrett, Community Development
Date: 7/18/2024

PROPERTY OWNER NOTIFICATION AFFIDAVIT

STATE OF MISSOURI

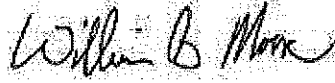
COUNTY OF JACKSON

Case No. 24-125-07 – Jackson Place

I, William B. Moore, of lawful age being first duly sworn upon oath, state:

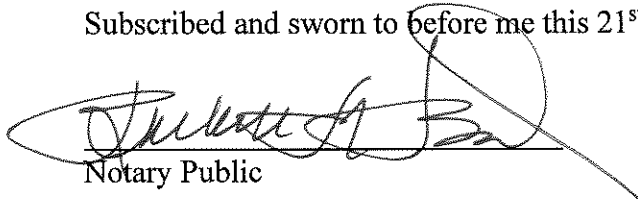
That I am the attorney for the property for which the application was filed and did, not later than fifteen (15) days prior to the date of the public hearing scheduled before the Plan Commission, mail notices to all persons owning property within 185 feet of the subject property. **The list of property owners to whom notice has been mailed is attached.**

These notices were mailed on the 21st day of August, 2024.



William B. Moore, Agent

Subscribed and sworn to before me this 21st day of August, 2024.



Notary Public

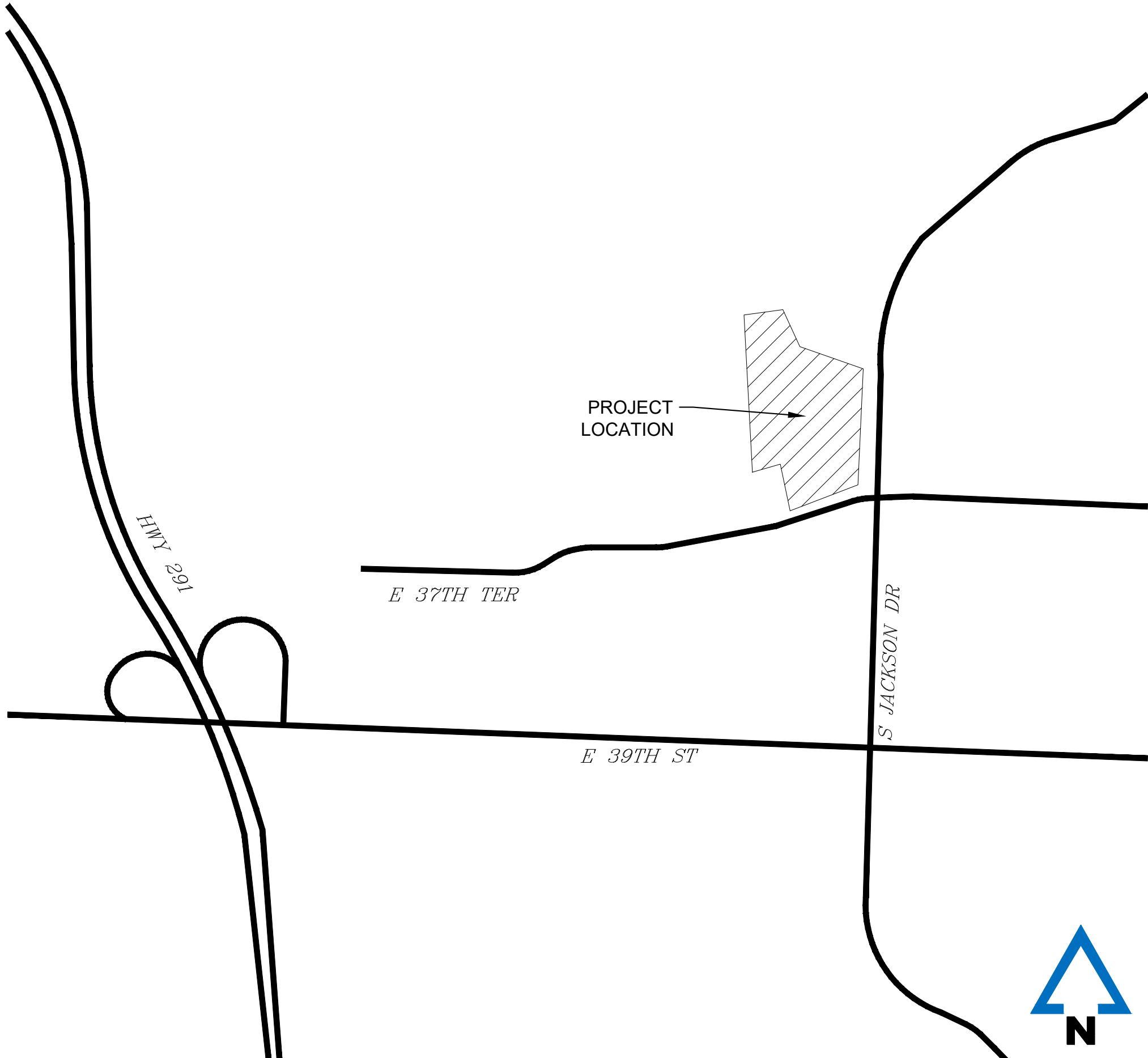
7/31/28
Commission Expiration Date

RACHELLE M. BIONDO NOTARY PUBLIC - NOTARY SEAL STATE OF MISSOURI MY COMMISSION EXPIRES JULY 31, 2028 JACKSON COUNTY COMMISSION #12499262

INFINITY APARTMENTS
PRELIMINARY DEVELOPMENT PLANS

LOCATED IN
SECTION 20 TOWNSHIP 49N, RANGE 31W
INDEPENDENCE, JACKSON COUNTY, MISSOURI

Development Summary Table				
a	Zoning			
	Existing		C-2	
	Proposed		R-30 PUD	
b	Total Land Area			
	Existing		11.67 Acres	
c	Right-of-Way			
	Existing		0.00 Acres	
	Proposed		0.00 Acres	
d	Net Land Area			
	Existing		11.67 Acres	
	Proposed		11.67 Acres	
e	Proposed Uses			
	Jackson Apartments		Apartments	
f	Structure Height & Number of Floors			
	Number of floors	4 stories	Apartments	
	Height Above Grade	12 feet		
	Number of floors	1 stories	Clubhouse	
	Height Above Grade	0 feet		
g	Gross Floor Area & Number of Units			
	Building Footprint	19,416	SF	Apartments
	Gross Area Per Building	87,372	SF	
	Units per Building	76	EA	
	Number of Buildings	4	EA	
	Total Gross Area	349,488	SF	
	Total Number of Units	304	Units	
	Project Total	349,488	SF	
	Project Total	304	Units	
	i	Density		
Net Density (Units/Proposed Net Land Area)		26.0	Units per Acre	E 37th Terrace
Floor Area Ratio (Gross Building Area/Proposed Net Land Area)		29947.6	SF per Acre	E 37th Terrace
j	Vehicle Parking			
	Ratio Required		See Ordinance	
	Stalls Required	562	Lot/Phase 1	
	Off-Street Parking	255		
	Attached Garage Parking	176		
	Detached Garage Parking	33		
	Carport Parking	36		
	Stalls Provided	500		
		Total Required	562	Stalls
		Total Provided	500	Stalls



VICINITY MAP
NOT TO SCALE



LOCATION MAP
NOT TO SCALE

Sheet List Table	
Sheet Number	Sheet Title
C001	TITLE SHEET
C002	PRELIMINARY PLAT
C200	SITE PLAN
C201	SITE PLAN WITH TOPOGRAPHY
L100	LANDSCAPE PLAN
L500	LANDSCAPE DETAILS
A4-5	4/5 SPLIT RESIDENTIAL BUILDING ELEVATIONS
A-201	CLUBHOUSE & GARAGE ELEVATIONS

FLOODPLAIN:
PER THE "FLOOD INSURANCE RATE MAP", COMMUNITY PANEL NO. 29095C0311G, HAVING AN EFFECTIVE JANUARY 20, 2017 AS PUBLISHED BY FEDERAL EMERGENCY MANAGEMENT AGENCY. OUR REVIEW OF THIS MAP INDICATES THAT THIS PARCEL OF LAND LIES WITHIN ZONE X WHICH IS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN."

LEGAL DESCRIPTION
LOT 2 AND TRACT A, JACKSON BUSINESS PARK, A SUBDIVISION IN INDEPENDENCE, JACKSON COUNTY, MISSOURI.

DEVELOPER: JC WESTON CONSTRUCTION, LLC CONTACT NAME: CLINT BURKDOLL ADDRESS: PO BOX 66 GARDNER, KS 66030 PHONE: 913.285.2900 EMAIL: METROKCC1@GMAIL.COM	
PLANNER & CIVIL ENGINEER MCCLURE ENGINEERING CONTACT NAME: ADAM DEGONIA ADDRESS: 1700 SWIFT ST STE 100 NORTH KANSAS CITY, MO 64116 PHONE: 816.502.3915 EMAIL: ADEGONIA@MCCLUREVISION.COM	
SURVEYOR MCCLURE ENGINEERING CONTACT NAME: STEVE WHITAKER ADDRESS: 1700 SWIFT ST STE 100 NORTH KANSAS CITY, MO 64116 PHONE: 816.756.0444 EXT. 2850 EMAIL: SWHITAKER@MCCLUREVISION.COM	



1700 Swift Ave., Suite 100
North Kansas City, Missouri 64116
P 816-756-0444
F 816-756-1763

Ankeny, IA | Carroll, IA
Cedar Rapids, IA | Clive, IA
Coralville, IA | Council Bluffs, IA
Fort Dodge, IA | Sioux City, IA
Columbia, MO | Macon, MO
North Kansas City, MO | Springfield, MO
Lenexa, KS
Portsmouth, NH

NOTICE:
McClure Engineering Co. is not responsible or liable for any issues, claims, damages, or losses (collectively, "Losses") which arise from failure to follow these Plans, Specifications, and the engineering intent they convey, or for Losses which arise from failure to obtain and/or follow the engineers' or surveyors' guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities, or conflicts contained within the Plans and Specifications.

MISSOURI CERTIFICATE OF AUTHORITY NO. E-2006023253
EXPIRES: DECEMBER 31, 2024

REVISIONS

2024.06.10 INITIAL CITY COMMENTS
2024.10.02 CITY COMMENTS
2024.11.01 CITY COMMENTS #3

PROJECT INFO
2023001513-000

ENGINEER: AVD DRAWN BY: MRB CHECKED BY: AVD

INFINITY APARTMENTS
19300 E 37TH TERRACE
INDEPENDENCE, MO 64057

TITLE SHEET
P:\2023001513-000\04-DRAWINGS\CIVIL\TITLE\PRELIMINARY DEVELOPMENT PLANS\2023001513 COVR.DWG

DRAWING NO.
C001

PROJECT BENCHMARK TABLE			
BM#	NORTHING	EASTING	ELEV.
120002	1050948.82	2829948.66	850.36'
120003	1050890.57	2829952.62	850.63'
120006	1050943.56	2829949.47	848.22'
120007	1050911.78	2829948.69	850.46'
120010	1051002.69	2829952.83	844.88'
120012	1050965.83	2829953.14	846.50'
120013	1050694.28	2829941.56	857.01'
120014	1050665.14	2829948.83	858.27'
120015	1050648.19	2829949.25	858.39'
120016	1050624.14	2829956.42	857.31'
120017	1050608.12	2829961.10	857.40'
120018	1050592.03	2829956.80	859.14'
120020	1050554.67	2829958.31	860.12'

LEGAL DESCRIPTION
LOT 2 AND TRACT A, JACKSON BUSINESS PARK, A SUBDIVISION IN INDEPENDENCE, JACKSON COUNTY, MISSOURI.

AREA SUMMARY
TOTAL AREA: 508,393 +/- SQ. FT. (11.67 +/- ACRES)

ZONING NOTE
EXISTING ZONING: C-2 (GENERAL COMMERCIAL)
PROPOSED ZONING: R-30 (PUD)

MINIMUM STANDARDS:
ARTERIAL STREET SETBACK - 50'
COLLECTOR/MINOR ARTERIAL STREET SETBACK - 35'
ALL OTHER STREETS - 25'
REAR SETBACK - 25'
SIDE SETBACK - 5'
MAXIMUM HEIGHT - 35'

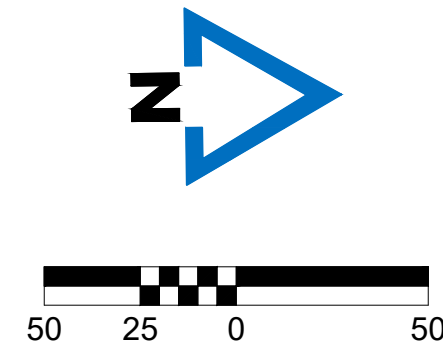
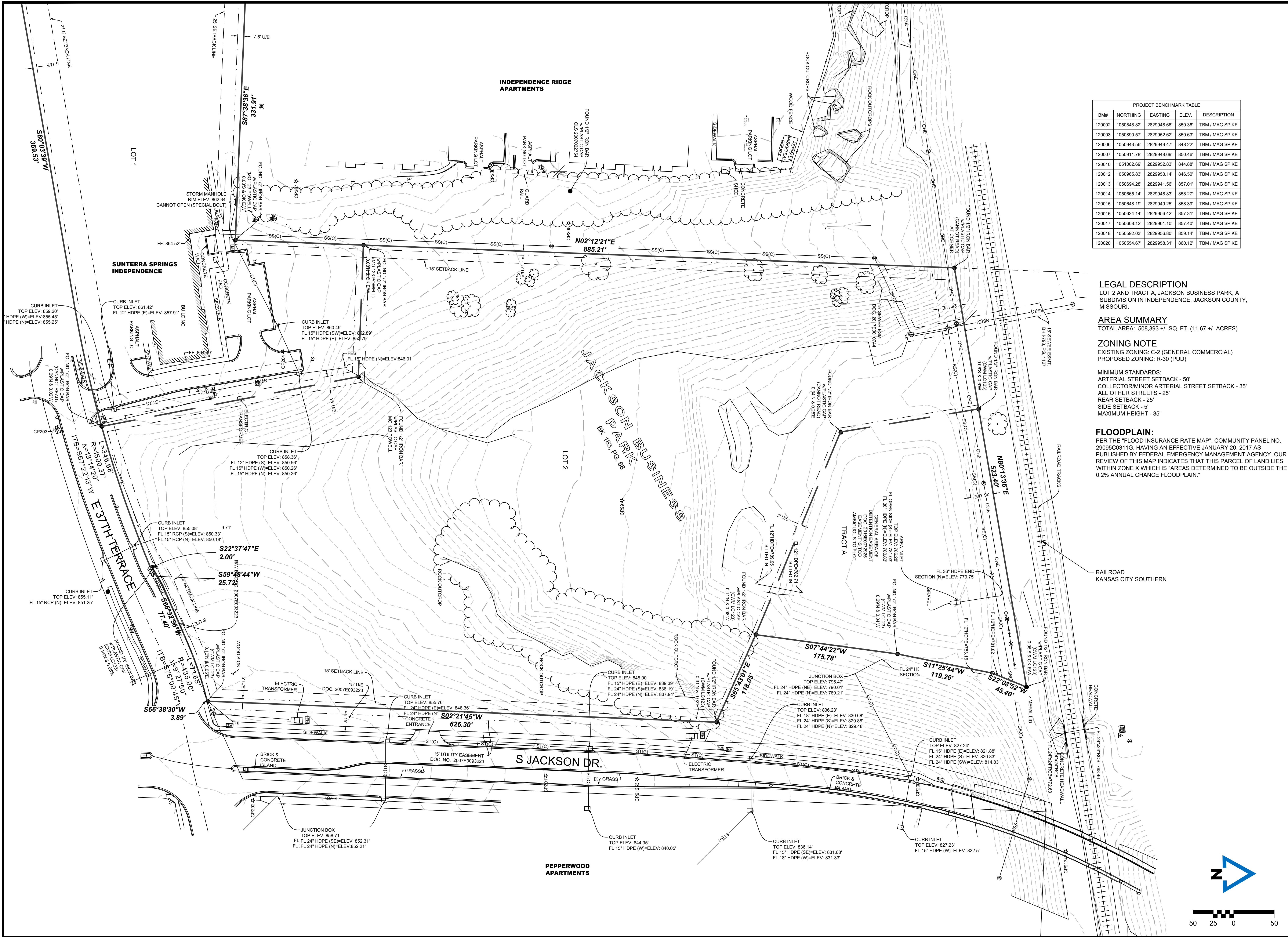
FLOODPLAIN:
PER THE "FLOOD INSURANCE RATE MAP", COMMUNITY PANEL NO. 280903031G, HAVING AN EFFECTIVE JANUARY 20, 2017 AS PUBLISHED BY FEDERAL EMERGENCY MANAGEMENT AGENCY. OUR REVIEW OF THIS MAP INDICATES THAT THIS PARCEL OF LAND LIES WITHIN ZONE X WHICH IS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN."

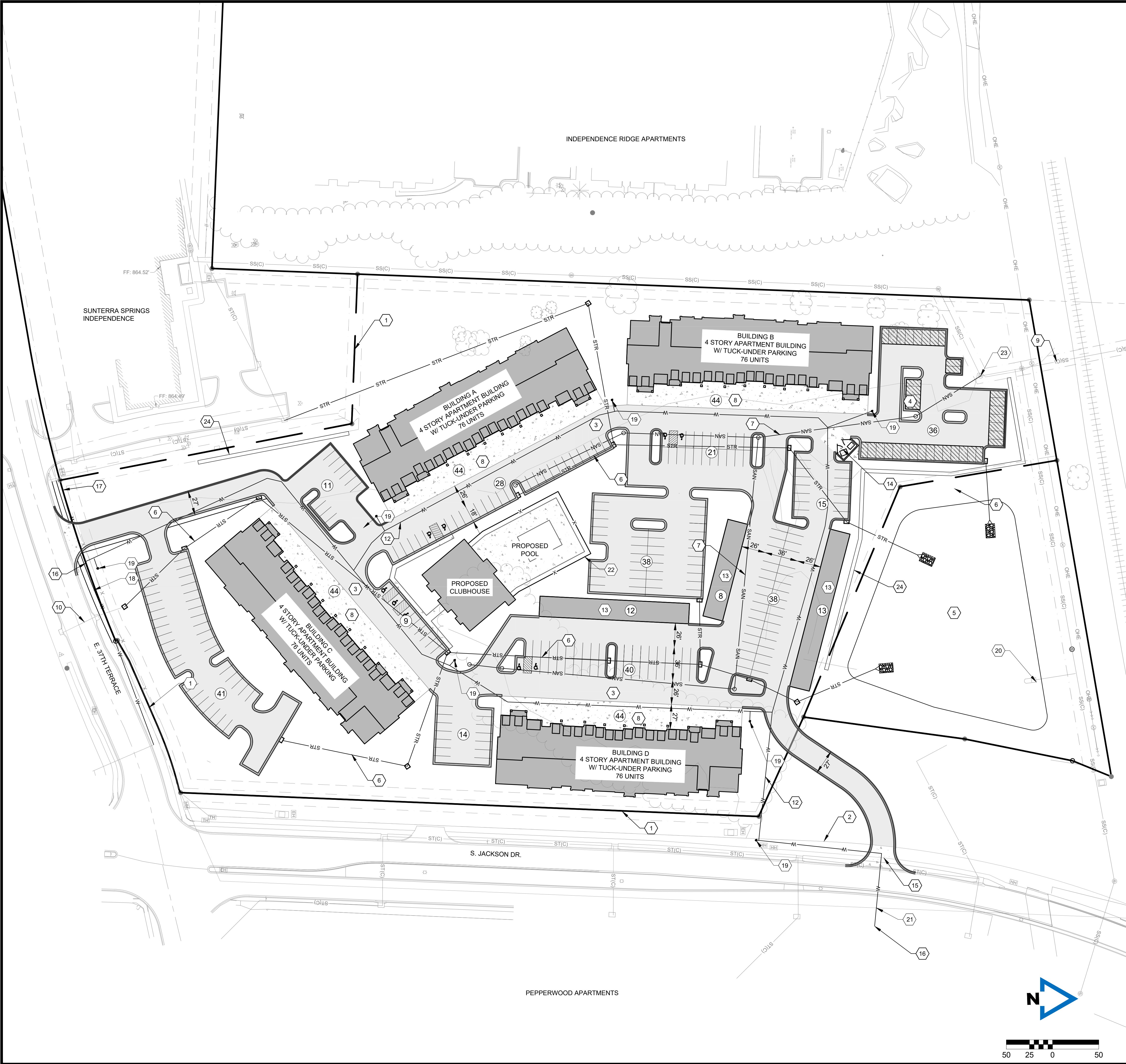
REVISIONS
2024.06.10 INITIAL CITY COMMENTS
2024.10.02 CITY COMMENTS
2024.11.01 CITY COMMENTS #3

PROJECT INFO
2023001513-000
ENGINEER AVD
DRAWN BY MRB
CHECKED BY AVD

INFINITY APARTMENTS
19300 E 37TH TERRACE
INDEPENDENCE, MO 64057
PRELIMINARY PLAT
P:\2023001513-000\04-DRAWINGS\01-INITIAL PRELIMINARY DEVELOPMENT PLANS\2023001513 EXCO.DWG

DRAWING NO.
C002





- KEY NOTES**
- 1 PROPERTY LINE (TYP.)
 - 2 EXISTING RIGHT-OF-WAY
 - 3 PROPOSED ASPHALT PRIVATE DRIVE PAVEMENT
 - 4 PROPOSED CARPORT PARKING
 - 5 EXISTING DETENTION BASIN
 - 6 PROPOSED PRIVATE STORM SEWER
 - 7 PROPOSED PRIVATE SANITARY SEWER
 - 8 PROPOSED CONCRETE PAVEMENT (GARAGE DRIVE ENTRY)
 - 9 EXISTING 12" PUBLIC SANITARY SEWER
 - 10 EXISTING 15" PUBLIC STORM SEWER
 - 11 EXISTING DRIVEWAY
 - 12 PROPOSED WATER MAIN
 - 13 GARAGE PARKING
 - 14 PROPOSED DUMPSTER ENCLOSURE
 - 15 PROPOSED DRIVEWAY
 - 16 PROPOSED CONNECTION TO EXISTING PUBLIC WATER
 - 17 PROPOSED PUBLIC WATER EXTENSION
 - 18 PROPOSED SIDEWALK EXTENSION
 - 19 PROPOSED FIRE HYDRANT
 - 20 EXISTING DETENTION BASIN CONTROL STRUCTURE
 - 21 PROPOSED CURB CUT
 - 22 PROPOSED POOL FENCE
 - 23 PROPOSED SANITARY CONNECTION TO EXISTING SANITARY SEWER
 - 24 PROPOSED RETAINING WALL

- LEGEND**
- PROPOSED CONCRETE PAVEMENT
 - PROPOSED ASPHALT PAVEMENT
 - PROPOSED BUILDINGS
 - PROPOSED CARPORT PARKING
 - PARKING STALL COUNT
 - EX. SANITARY SEWER LINE
 - EX. STORM SEWER LINE
 - EX. UNDERGROUND ELECTRIC LINE
 - EX. WATER LINE
 - EX. OVERHEAD ELECTRIC
 - EX. UTILITY POLE
 - EX. WATER VALVE
 - EX. LIGHT POLE
 - EX. MANHOLE
 - EX. FIRE HYDRANT
 - NEW FENCE
 - NEW STORM SEWER LINE
 - NEW FIBER OPTIC LINE
 - NEW WATER LINE
 - NEW SANITARY SEWER LINE
 - NEW SANITARY MANHOLE
 - NEW NON-SETBACK STORM INLET
 - NEW JUNCTION BOX
 - NEW WATER TEE
 - NEW WATER THRUST BLOCK
 - NEW WATER VALVE
 - NEW FIRE HYDRANT

LEGAL DESCRIPTION
LOT 2 AND TRACT A, JACKSON BUSINESS PARK, A SUBDIVISION IN INDEPENDENCE, JACKSON COUNTY, MISSOURI.

SITE ADDRESS
19300 E 37TH TERRACE
INDEPENDENCE, MO 64057

AREA SUMMARY
TOTAL AREA: 508,393 +/- SQ. FT. (11.67 +/- ACRES)
OPEN SPACE AREA: 227,534 +/- SQ. FT. (45%)

ZONING NOTE
EXISTING ZONING: C-2 (GENERAL COMMERCIAL)
PROPOSED ZONING: R-30 (PUD)

MINIMUM STANDARDS:
ARTERIAL STREET SETBACK - 50'
COLLECTOR/MINOR ARTERIAL STREET SETBACK - 35'
ALL OTHER STREETS - 25'
REAR SETBACK - 25'
SIDE SETBACK - 5'
MAXIMUM HEIGHT - 35'

SITE DEVELOPMENT DATA
PROPOSED BUILDING = 4 BUILDINGS (76 UNITS EACH)

OFF-STREET PARKING
ATTACHED GARAGE PARKING(44/BUILDING) =176 SPACES
DETACHED GARAGE PARKING = 33 SPACES
CARPORT PARKING = 36 SPACES
TOTAL PARKING PROVIDED = 500 SPACES

FLOODPLAIN:
PER THE "FLOOD INSURANCE RATE MAP", COMMUNITY PANEL NO. 29095C0311G, HAVING AN EFFECTIVE JANUARY 20, 2017 AS PUBLISHED BY FEDERAL EMERGENCY MANAGEMENT AGENCY. OUR REVIEW OF THIS MAP INDICATES THAT THIS PARCEL OF LAND LIES WITHIN ZONE X WHICH IS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN."

McCLURETM
1700 Swift Ave., Suite 100
North Kansas City, Missouri 64116
P 816-756-0444
F 816-756-1763

Ankeny, IA | Carroll, IA
Cedar Rapids, IA | Clive, IA
Coralville, IA | Council Bluffs, IA
Fort Dodge, IA | Sioux City, IA
Columbia, MO | Macon, MO
North Kansas City, MO | Springfield, MO
Lenexa, KS
Portsmouth, NH

NOTICE:
McClure Engineering Co. is not responsible or liable for any issues, claims, damages, or losses (collectively, "Losses") which arise from failure to follow these Plans, Specifications, and the engineering intent they convey, or for Losses which arise from failure to obtain and/or follow the engineers' or surveyors' guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities, or conflicts contained within the Plans and Specifications.

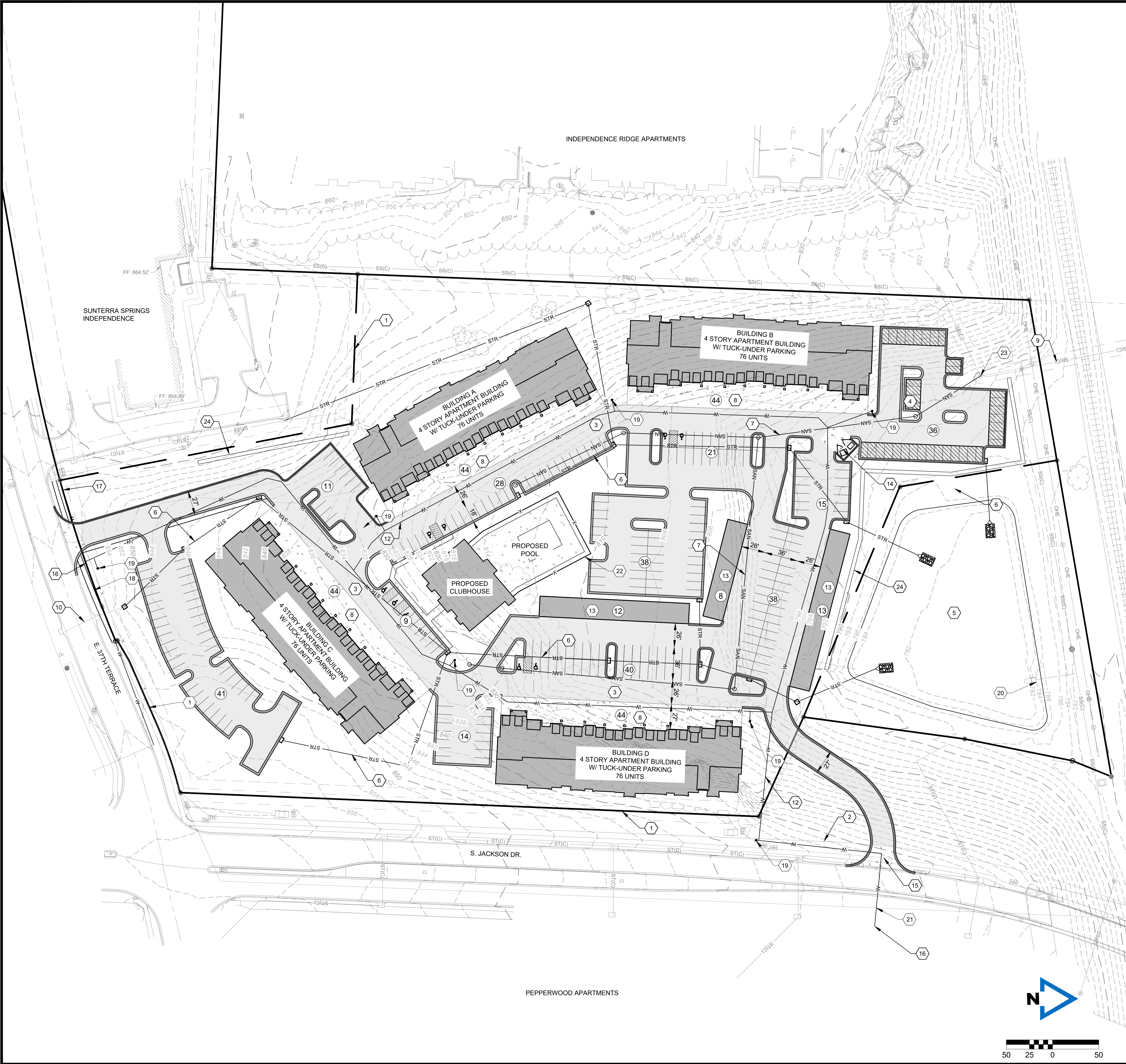
MISSOURI CERTIFICATE OF AUTHORITY NO. E-2006023253
EXPIRES: DECEMBER 31, 2024

REVISIONS		
2024.06.10	INITIAL CITY COMMENTS	
2024.10.02	CITY COMMENTS	
2024.11.01	CITY COMMENTS #3	
PROJECT INFO		
2023001513-000		
ENGINEER	DRAWN BY	CHECKED BY
AVD	MRB	AVD

INFINITY APARTMENTS
19300 E 37TH TERRACE
INDEPENDENCE, MO 64057

DRAWING NO.
C200

SITE PLAN
P:\2023001513-000\04-DRAWINGS\05\INTELLMENT\PRELIMINARY DEVELOPMENT PLANS\2023001513 SITE.DWG



- KEY NOTES**
- 1 PROPERTY LINE (TYP.)
 - 2 EXISTING RIGHT-OF-WAY
 - 3 PROPOSED ASPHALT PRIVATE DRIVE PAVEMENT
 - 4 PROPOSED CARPORT PARKING
 - 5 EXISTING DETENTION BASIN
 - 6 PROPOSED PRIVATE STORM SEWER
 - 7 PROPOSED PRIVATE SANITARY SEWER
 - 8 PROPOSED CONCRETE PAVEMENT (GARAGE DRIVE ENTRY)
 - 9 EXISTING 12" PUBLIC SANITARY SEWER
 - 10 EXISTING 15" PUBLIC STORM SEWER
 - 11 EXISTING DRIVEWAY
 - 12 PROPOSED WATER MAIN
 - 13 GARAGE PARKING
 - 14 PROPOSED DUMPSTER ENCLOSURE
 - 15 PROPOSED DRIVEWAY
 - 16 PROPOSED CONNECTION TO EXISTING PUBLIC WATER
 - 17 PROPOSED PUBLIC WATER EXTENSION
 - 18 PROPOSED SIDEWALK EXTENSION
 - 19 PROPOSED FIRE HYDRANT
 - 20 EXISTING DETENTION BASIN CONTROL STRUCTURE
 - 21 PROPOSED CURB CUT
 - 22 PROPOSED POOL FENCE
 - 23 PROPOSED SANITARY CONNECTION TO EXISTING SANITARY SEWER
 - 24 PROPOSED RETAINING WALL

- LEGEND**
- PROPOSED CONCRETE PAVEMENT
 - PROPOSED ASPHALT PAVEMENT
 - PROPOSED BUILDINGS
 - PROPOSED CARPORT PARKING
 - # PARKING STALL COUNT
 - EX. SANITARY SEWER LINE
 - EX. STORM SEWER LINE
 - EX. UNDERGROUND ELECTRIC LINE
 - EX. WATER LINE
 - EX. OVERHEAD ELECTRIC
 - EX. UTILITY POLE
 - EX. WATER VALVE
 - EX. LIGHT POLE
 - EX. MANHOLE
 - EX. FIRE HYDRANT
 - NEW FENCE
 - NEW STORM SEWER LINE
 - NEW FIBER OPTIC LINE
 - NEW WATER LINE
 - NEW SANITARY SEWER LINE
 - NEW SANITARY MANHOLE
 - NEW NON-SETBACK STORM INLET
 - NEW JUNCTION BOX
 - NEW WATER TEE
 - NEW WATER THRUST BLOCK
 - NEW WATER VALVE
 - NEW FIRE HYDRANT
 - EXISTING 2' CONTOUR
 - EXISTING 10' CONTOUR

LEGAL DESCRIPTION
LOT 2 AND TRACT A, JACKSON BUSINESS PARK, A SUBDIVISION IN INDEPENDENCE, JACKSON COUNTY, MISSOURI.

SITE ADDRESS
19300 E 37TH TERRACE
INDEPENDENCE, MO 64057

AREA SUMMARY
TOTAL AREA: 508,393 +/- SQ. FT. (11.67 +/- ACRES)
OPEN SPACE AREA: 227,534 +/- SQ. FT. (45%)

ZONING NOTE
EXISTING ZONING: C-2 (GENERAL COMMERCIAL)
PROPOSED ZONING: R-30 (PUD)

MINIMUM STANDARDS:
ARTERIAL STREET SETBACK - 50'
COLLECTOR/MINOR ARTERIAL STREET SETBACK - 35'
ALL OTHER STREETS - 25'
REAR SETBACK - 25'
SIDE SETBACK - 5'
MAXIMUM HEIGHT - 35'

SITE DEVELOPMENT DATA
PROPOSED BUILDING = 4 BUILDINGS (76 UNITS EACH)

OFF-STREET PARKING = 255 SPACES
ATTACHED GARAGE PARKING(44/BUILDING) =176 SPACES
DETACHED GARAGE PARKING = 33 SPACES
CARPORT PARKING = 36 SPACES
TOTAL PARKING PROVIDED = 500 SPACES

FLOODPLAIN:
PER THE "FLOOD INSURANCE RATE MAP", COMMUNITY PANEL NO. 29095C0311G, HAVING AN EFFECTIVE JANUARY 20, 2017 AS PUBLISHED BY FEDERAL EMERGENCY MANAGEMENT AGENCY. OUR REVIEW OF THIS MAP INDICATES THAT THIS PARCEL OF LAND LIES WITHIN ZONE X WHICH IS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN."

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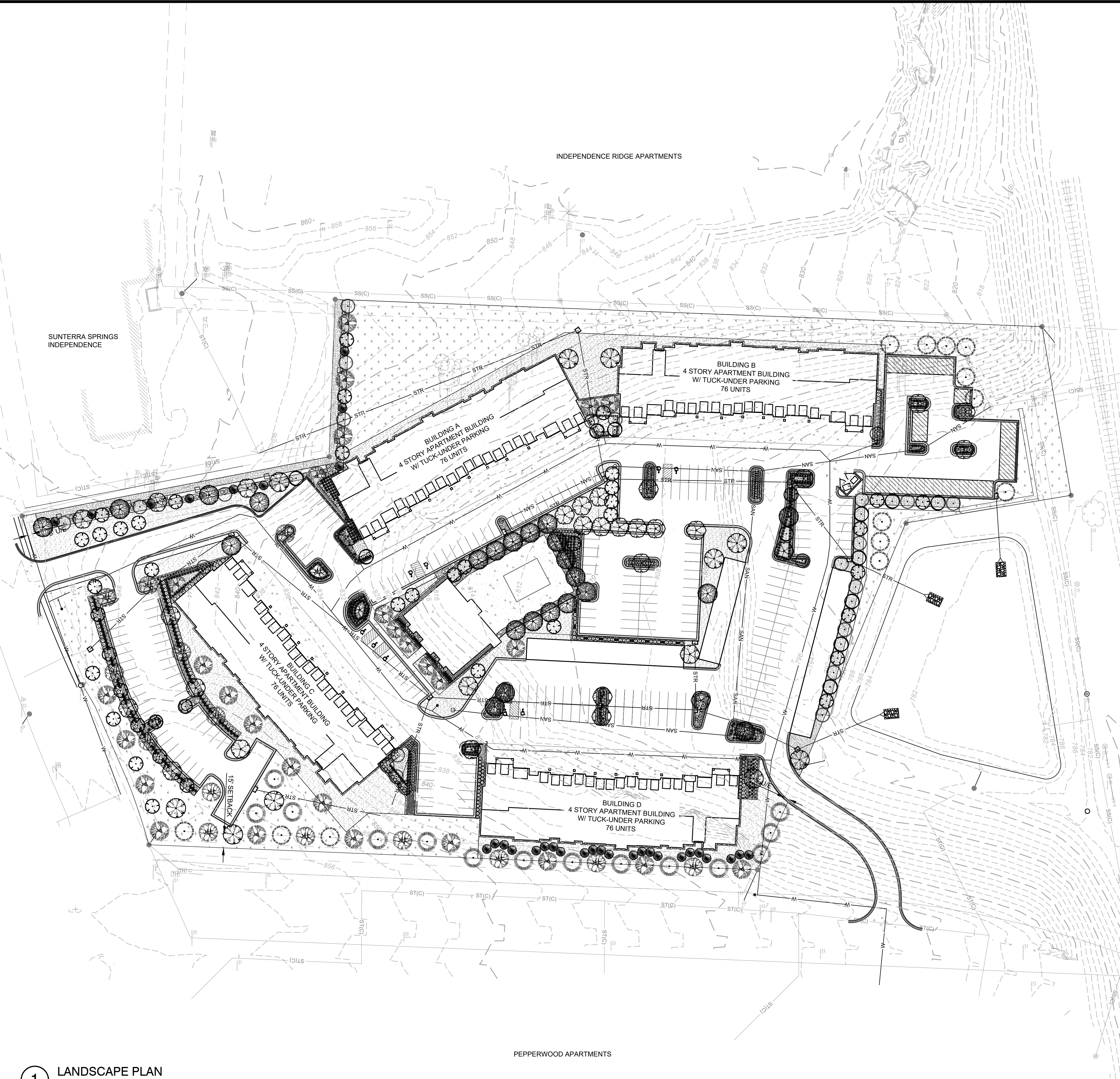
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PROJECT INFO
2023001513-000
ENGINEER: AVD
DRAWN BY: MRB
CHECKED BY: AVD

INFINITY APARTMENTS
19300 E 37TH TERRACE
INDEPENDENCE, MO 64057

DRAWING NO.
C201

SITE PLAN WITH TOPOGRAPHY
P:\2023\001513-000\04-DRAWINGS\01-INITIAL\PRELIMINARY DEVELOPMENT PLANS\2023001513 SITE.DWG



1 LANDSCAPE PLAN
SCALE: 1" = 50'

LANDSCAPE REQUIREMENTS: PER CHAPTER 14 ARTICLE 5 SECTION 14-503 OF THE INDEPENDENCE, MO UDO		
STREET TREES (14.503.02.C)	REQUIREMENT	PROVIDED
S JACKSON DRIVE	1 TREE PER 50 FEET OF FRONTAGE (626 LF FRONTAGE)	12.5 TREES REQUIRED - 35 TREES PROVIDED
E 37TH DRIVE	1 TREE PER 50 FEET OF FRONTAGE (360 LF FRONTAGE)	7.2 TREES REQUIRED - 8 TREES PROVIDED
PARKING LOT PERIMETER (14.503.05)	REQUIREMENT	PROVIDED
PARKING LOT PERIMETER	1 TREE AND 3 SHRUBS PER 40 LF	PROVIDED PER PLAN
PARKING LOT INTERIOR (14.503.07)	REQUIREMENT	PROVIDED
PARKING LOT INTERIOR	AT LEAST 1 TREE AND 3 SHRUBS PER EVERY 20 PARKING SPACES (500)	30 TREES REQUIRED - 40 TREES PROVIDED 90 SHRUBS REQUIRED - 180 + PROVIDED
BUFFERYARDS (14.503.07)	REQUIREMENT	PROVIDED
SOUTHWEST PROPERTY LINE	HIGH IMPACT SCREENING (ADJACENT PROP C-2) A MASONRY WALL OR WOOD FENCE AND A LOW-IMPACT SCREEN	PROVIDED PER PLAN

PLANT SCHEDULE

SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	CONT
TREES				
	BET NIG	24	Betula nigra / River Birch	B&B, 2" Cal.
	CAT SPE	11	Catalpa speciosa / Northern Catalpa	B&B, 2" Cal.
	CER CAN	43	Cercis canadensis / Eastern Redbud	B&B, 1.5" Cal.
	CRA GRE	12	Crataegus viridis / Green Hawthorn	B&B, 1.5" Cal.
	GLE SKY	30	Gleditsia triacanthos inermis 'Skyline' / Skyline Honey Locust	B&B, 2" Cal.
	MAG SWE	24	Magnolia virginiana / Sweetbay Magnolia	B&B, 1.5" Cal.
	PIN STR	14	Pinus strobus / White Pine	6'-8' Ht.
	PIN FAS	32	Pinus strobus 'Fastigiata' / Pyramidal White Pine	6'-8' Ht.
	PLA OCC	28	Platanus occidentalis / American Sycamore	B&B, 2" Cal.
	QUE BIC	15	Quercus bicolor / Swamp White Oak	B&B, 2" Cal.
	TAX DIS	13	Taxodium distichum / Bald Cypress	B&B, 2" Cal.
SHRUBS				
	CEA HER	140	Ceanothus herbaceus / Jersey Tea	5 gal
	COR FA4	56	Cornus sericea 'Farrow' / Arctic Fire® Red Twig Dogwood	5 gal
	FOT GAR	102	Fothergilla gardenii / Dwarf Fothergilla	5 gal
	HYD SMO	241	Hydrangea arborescens / Smooth Hydrangea	5 gal
	HYD TMR	110	Hydrangea paniculata 'Little Lime' / Little Lime Hydrangea	5 gal
	HYD ALI	8	Hydrangea quercifolia 'Alice' / Alice Oakleaf Hydrangea	5 gal
GRASSES				
	PAN SHD	673	Panicum virgatum 'Shenandoah' / Shenandoah Switch Grass	1 gal
	SCH SCO	432	Schizachyrium scoparium / Little Bluestem	1 gal
PERENNIALS				
	ASC TUB	70	Asclepias tuberosa / Butterfly Milkweed	1 gal
	COR LA2	92	Coreopsis lanceolata / Lanceleaf Tickseed	1 gal
GROUND COVERS				
	DG	949 sf	Decomposed Granite	SF
	FH	50,211 sf	Festuca var. / Heal-Tolerant Fescue Sod	SF
	NS	74,912 sf	Native Seed Mix / Native Grass Seed Mix	Seed
	RR	10,352 sf	Rock Mulch / Native Buff Rock	SF
	WM	31,350 sf	Wood Mulch / Cedar Wood Mulch	SF

2 PLANT SCHEDULE
NTS

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PROJECT INFO
2023001513-000

ENGINEER: AVD DRAWN BY: MRB CHECKED BY: AVD

INFINITY APARTMENTS
19300 E 37TH TERRACE
INDEPENDENCE, MO 64057

LANDSCAPE PLAN
P:2023001513-000-04-DRAWINGS/LANDSCAPE/2023001513-000 L5.DWG

DRAWING NO.
L100

LANDSCAPE NOTES:

1. FIELD VERIFY UTILITIES SHOWN ON PLANS PRIOR TO WORK COMMENCEMENT. INFORMATION SHOWN ON PLAN IS FROM AVAILABLE INFORMATION AND ALL LOCATIONS SHOWN SHOULD BE CONSIDERED APPROXIMATE. THE CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGE TO UTILITIES MADE FROM CONSTRUCTION ACTIVITY. IMMEDIATELY NOTIFY PROJECT LANDSCAPE ARCHITECT AND ENGINEER IF DISCREPANCIES ARISE.
2. COMPLETE REQUIRED LANDSCAPING FOR THE ENTIRE SITE IN CONFORMANCE TO THE PLANS AND SPECIFICATIONS, INCLUDING BUT NOT LIMITED TO: SEEDED AREAS, SODDED AREAS, SHRUB BEDS, AND SITE CLEAN-UP.
3. VERIFY QUANTITIES PRIOR TO COMMENCING WORK. REPORT DISCREPANCIES TO THE LANDSCAPE ARCHITECT. PLANT MATERIAL TO BE SPACED AS SHOWN, UNLESS OTHERWISE NOTED.
4. PLANT MATERIAL SHALL COMPLY WITH ALL SIZING AND GRADING STANDARDS OF LATEST EDITION OF AMERICAN STANDARD FOR NURSERY STOCK (A.S.N.S.) LATEST EDITION PUBLISHED BY (ANLA) ANSI Z60.1. THIS IS A REPRESENTATIVE GUIDELINE SPECIFICATION ONLY AND WILL CONSTITUTE MINIMUM QUALITY REQUIREMENTS FOR THE PLANT MATERIAL.
5. THE OWNER RESERVES THE RIGHT TO SUBSTITUTE PLANT MATERIAL, TYPE, SIZE AND/OR QUANTITY. LARGER SIZED PLANT MATERIALS OF THE SPECIES LISTED MAY BE USED IF THE STOCK CONFORMS TO A.S.N.S. VEGETATION SUBSTITUTIONS SHALL BE APPROVED BY PROJECT LANDSCAPE ARCHITECT. SUBSTITUTIONS MADE WITHOUT WRITTEN APPROVAL WILL BE REPLACED WITH APPROVED SELECTIONS AT CONTRACTOR'S COST.
6. DISTURBED AREAS DUE TO CONSTRUCTION ACTIVITIES NOT IDENTIFIED ON THESE PLANS SHALL BE REPAIRED AND RESTORED TO ORIGINAL OR BETTER CONDITIONS AT CONTRACTOR'S COST. SOD WITH A TURF-TYPE TALL FESCUE BLEND SHALL BE PROVIDED FOR AREAS NOT DESIGNATED AS BEDS & PAVEMENT.
7. CONTRACTOR SHALL COMPLY WITH APPLICABLE CODES AND ORDINANCES REGARDING LANDSCAPING. REFER TO SPECIFICATIONS FOR PLANT MATERIAL, SOILS, AND INSTALLATION METHODS.
8. INSTALL PLANT MATERIAL IN ACCORDANCE WITH A.S.N.S. STANDARDS.
9. INSTALL FINISHED GRADES OF SOD, LANDSCAPE BEDS, AND MULCH 1" BELOW ABUTTING PAVEMENT SURFACES TO ALLOW UNINHIBITED DRAINAGE TO NON-PAVEMENT SURFACES.
10. REMOVE ALL TWINE, WIRE, AND BURLAP FROM TREE AND SHRUB ROOT BALLS. REMOVE ALL PLASTIC WRAP, FABRIC ROPE, ROT PROOF WRAP, AND PLANT IDENTIFICATION TAGS.
11. TREES SHALL NOT BE PLANTED CLOSER THAN EIGHT HORIZONTAL FEET OF UNDERGROUND UTILITIES UNLESS OTHERWISE NOTED OR PER PLANS. MODIFICATIONS TO TREE PLACEMENT SHALL BE COORDINATED WITH THE LANDSCAPE ARCHITECT AND CAN BE SUBJECT TO CITY REVIEW AND APPROVAL. CONTRACTOR IS RESPONSIBLE FOR UNAPPROVED RELOCATION(S) OR MODIFICATION(S) TO TREE LOCATIONS.
12. PROVIDE NATURAL TOPSOIL THAT IS FERTILE, FRIABLE, WITHOUT MIXTURE OF SUBSOIL MATERIALS, AND OBTAINED FROM A WELL DRAINED, AVAILABLE SITE. IT SHALL NOT CONTAIN SUBSTANCES WHICH MAY BE HARMFUL TO PLANT GROWTH. TOPSOIL SHALL BE SCREENED AND FREE FROM CLAY, LUMPS, STONES, ROOTS, PLANTS, OR SIMILAR SUBSTANCES 1" OR MORE IN DIAMETER, DEBRIS, OR OTHER OBJECTS WHICH MIGHT BE A HINDRANCE TO PLANTING OPERATIONS. TOPSOIL SHALL CONTAIN AT LEAST 4-6% ORGANIC MATTER BY WEIGHT AND HAVE A PH RANGE OF 5.5 TO 7.0.
13. PLANT MATERIAL TO BE GUARANTEED FOR ONE (1) YEAR FROM THE DATE OF SUBSTANTIAL COMPLETION AND ACCEPTANCE. PLANT MATERIALS SHALL BE A ONE-TIME-REPLACEMENT AND RECORDS KEPT BY THE LANDSCAPE CONTRACTOR FOR ALL REPLACEMENTS.
14. PLANT MATERIAL SHALL BE OF EXCELLENT QUALITY, FREE OF DISEASE & INFESTATION-TRUE TO TYPE, VARIETY, SIZE SPECIFIED, & FORM PER ANSI STANDARDS.
15. WATER-IN EACH PLANT IMMEDIATELY FOLLOWING INSTALLATION AND CONTINUE WATERING ROUTINE UNTIL SUBSTANTIAL PROJECT COMPLETION. CONTRACTOR IS REQUIRED TO COORDINATE WATERING REQUIREMENTS TO THE OWNER THEREAFTER.
16. ALL WORK SHALL BE COORDINATED WITH THE WORK OF OTHER TRADES.
17. THE OWNER'S REPRESENTATIVE RESERVES THE RIGHT TO REJECT ANY PLANT MATERIAL NOT CONFORMING TO THE SPECIFICATIONS.
18. THE LANDSCAPE CONTRACTOR SHALL TEST PROPOSED PLANTING AREAS FOR SOIL NUTRIENT DEFICIENCIES AND UNDESIRABLE SOIL TEXTURE AND STRUCTURE. BASED ON THE RESULTS OF THIS TESTING, THE LANDSCAPE CONTRACTOR SHALL PROVIDE AND INCORPORATE SOIL CONDITIONING MATERIALS (IE: FERTILIZER, SAND, COMPOST, ETC.) AS NECESSARY TO DEVELOP A PLANT GROWTH MEDIUM OF ADEQUATE FERTILITY, STRUCTURE, AND TEXTURE FOR THE ESTABLISHMENT OF LANDSCAPE MATERIALS. PEAT IS NOT ACCEPTABLE.
19. THE LANDSCAPE CONTRACTOR SHALL REMOVE FROM THE SITE ALL ROCK GREATER THAN 1-INCH AND ALL DEBRIS IN THE AREAS OF PROPOSED NEW PLANTINGS.
15. DAMAGED TURF AREAS ADJACENT TO PLANTING AREAS SHALL BE RESTORED AND SODDED TO MATCH EXISTING ADJACENT TOPOGRAPHY AND TURF TYPE.
16. PLANTING SCHEDULE:

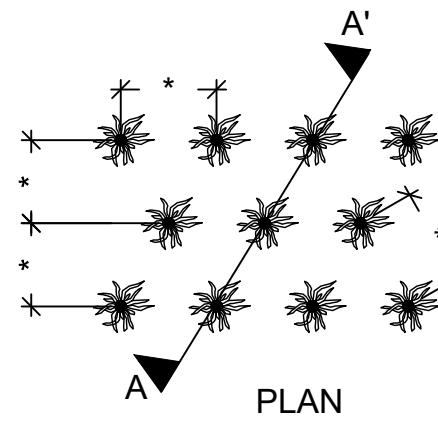
TREE PLANTING:	MARCH 15 - JUNE 15	OR	SEPTEMBER 15 - DECEMBER 31
SHRUB PLANTING:	APRIL 15 - JUNE 15	OR	AUGUST 15 - OCTOBER 15
SOD/SEED PLANTING:	MARCH 15 - JUNE 15	OR	SEPTEMBER 15 - DECEMBER 1
17. SEED PLANTING: AS SPECIFIED
18. TEMPORARY COVER CROP: USE AN ANNUAL RYE GRASS WITH NOT LESS THAN 87% GERMINATION, NOT LESS THAN 90% PURE SEED, AND NOT MORE THAN 0.5% WEED SEED. ANNUAL RYE GRASS SPECIES TO BE WEAR RESISTANT, FREE FROM DISEASE AND IN EXCELLENT CONDITION.
19. SEED PLANTING FERTILIZER: COMMERCIAL-GRADE COMPLETE GRANULAR OR PELLETTED FERTILIZER OF NEUTRAL CHARACTER, CONSISTING OF FAST- AND SLOW-RELEASE NITROGEN, 50% DERIVED FROM ORGANIC SOURCES OF UREA FORMALDEHYDE, PHOSPHORUS, AND POTASSIUM IN THE FOLLOWING COMPOSITION: 9-12LBS/1000SF OF ACTUAL NITROGEN, 10-13% PHOSPHORUS, AND 7-12% POTASSIUM, BY WEIGHT.
20. ANCHOR STRAW MULCH BY CRIMPING INTO SOIL WITH SUITABLE MECHANICAL EQUIPMENT.
21. ALL PLANTING METHODS SHALL COMPLY WITH CITY OF INDEPENDENCE, MISSOURI STANDARDS.

IRRIGATION NOTES:

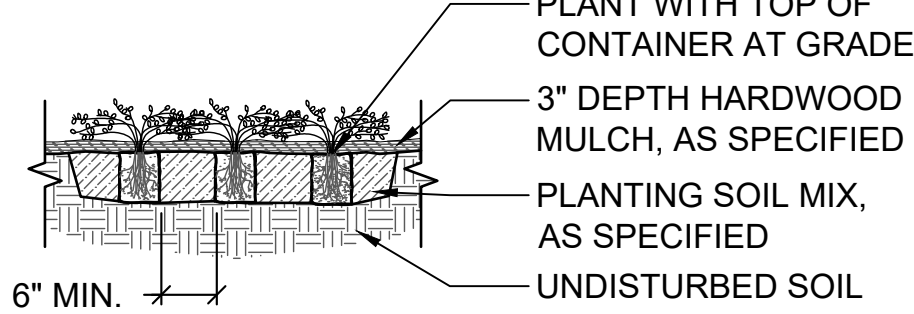
1. IRRIGATION TO BE INSTALLED BY OTHERS - LANDSCAPE ARCHITECT AND OWNER TO APPROVE PRIOR TO INSTALLATION

CONTRACTOR STAGING NOTES:

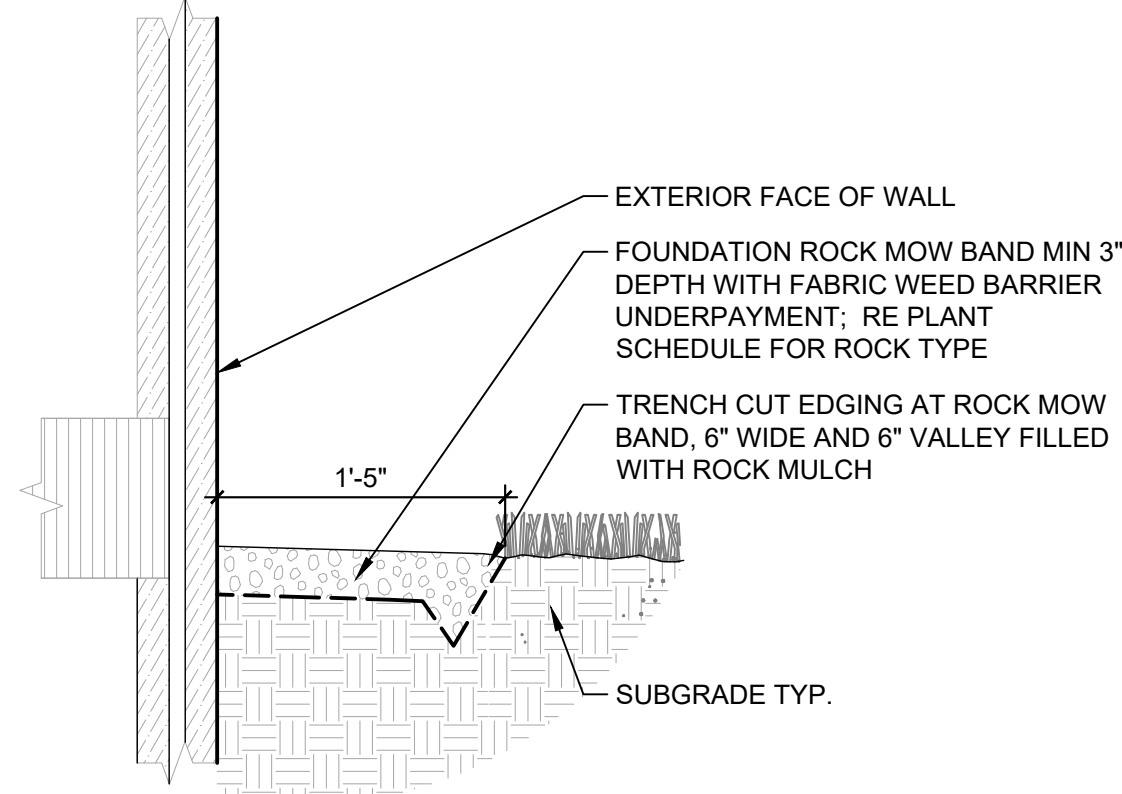
1. THE CONTRACTOR SHALL NOT STOCKPILE ANY SOILS OR OTHER STORED/STAGED MATERIALS ATOP OR WITHIN A 10' OFFSET TO EACH SIDE OF AN EXISTING CULVERT THAT TRAVERSES THE PROJECT LIMITS.
2. ANY INTERNAL HAUL ROADS OR ACCESS PATHS THAT MAY CROSS AN EXISTING CULVERT WITHIN THE PROJECT LIMITS, SHALL INSTALL STEEL TRAFFIC PLATES OR OTHER ENGINEER APPROVED PROTECTION MEANS TO SPAN OVER THE CULVERT.
3. ANY STAGING LIMITS UTILIZED BY THE CONTRACTOR OUTSIDE OF THE ESTABLISHED PROJECT LIMITS SHALL BE MAINTAINED BY THE CONTRACTOR AND RESTORED TO PRE-CONSTRUCTION CONDITIONS OR BETTER.
4. STOCKPILED TOPSOIL SHALL NOT EXCEED FOUR FEET (4') IN HEIGHT.



NOTE: ALL MATERIALS,
AS SPECIFIED
*RE: PLANT SCHEDULE
FOR SPACING



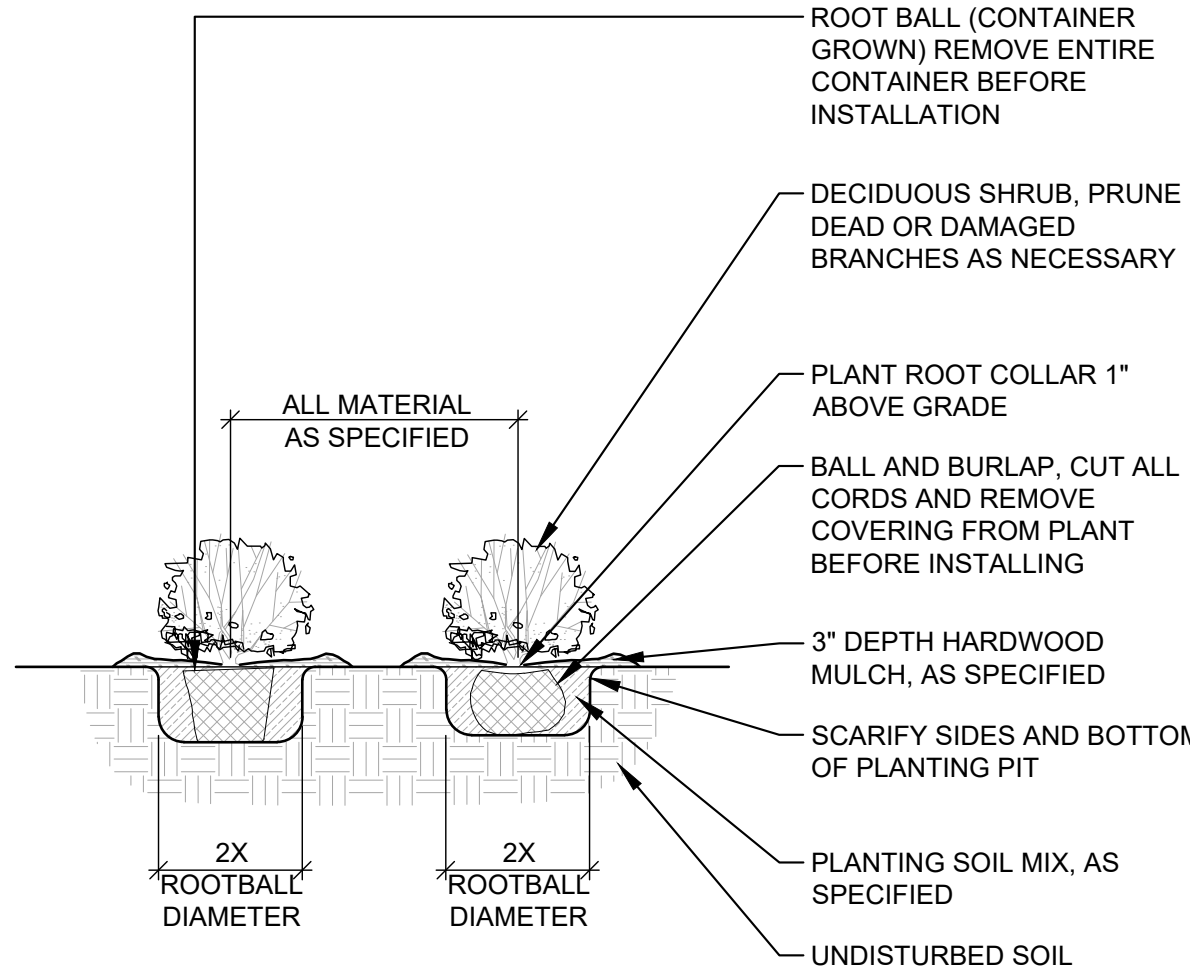
SECTION A-A'



2 GROUNDCOVER PLANTING

1" = 1'-0"

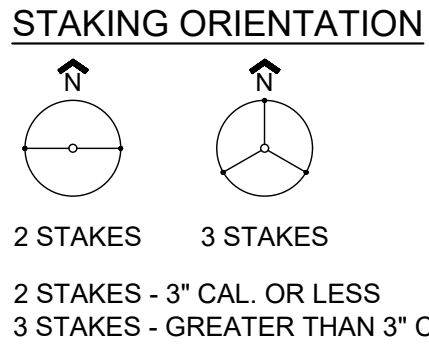
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4 SHRUB AND PERENNIAL PLANTING

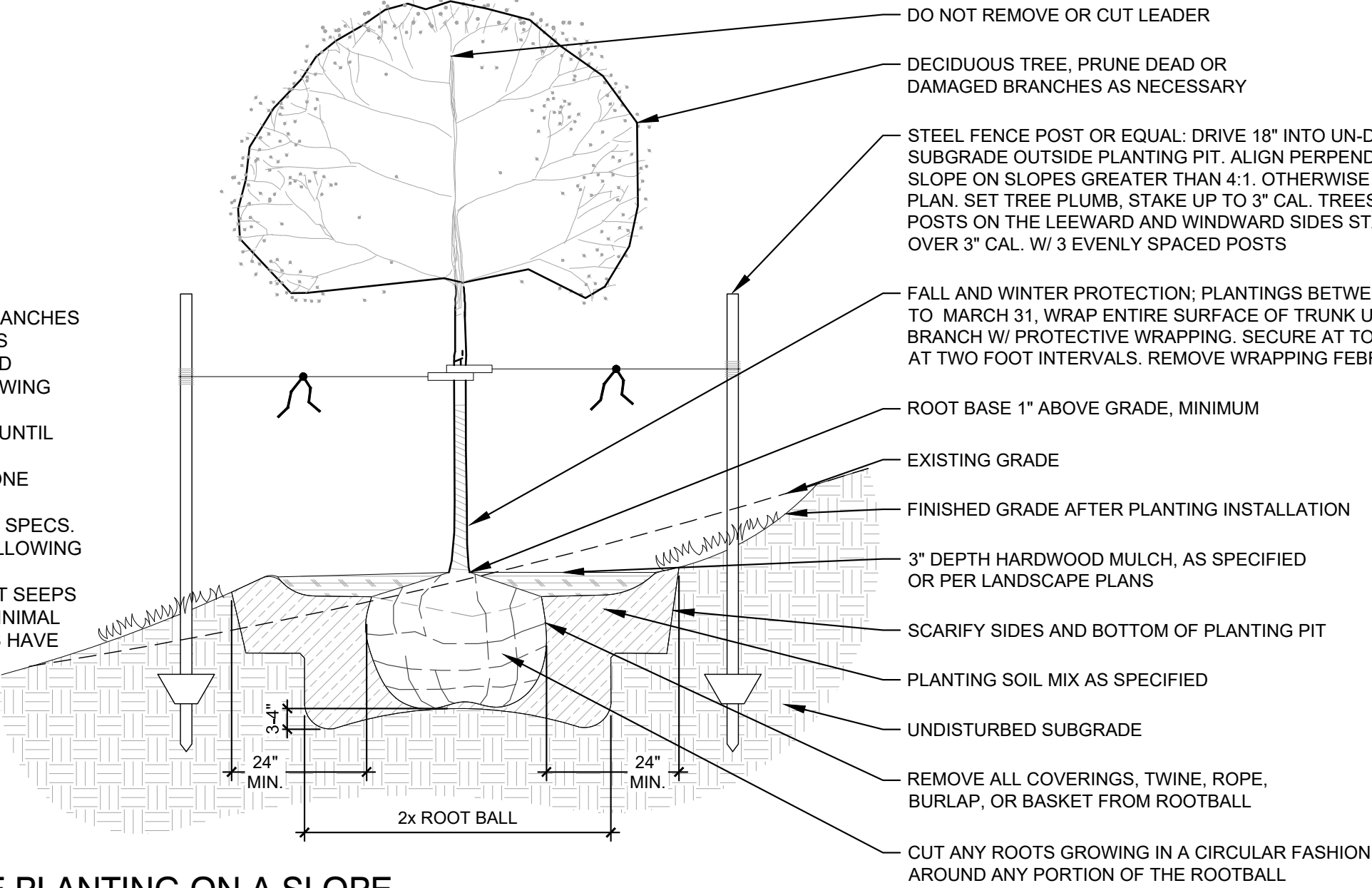
1/2" = 1'-0"

329333.01-04



NOTES:

1. PRUNE ONLY DEAD OR BROKEN BRANCHES AND WEAK OR NARROW CROTCHES
2. DO NOT REMOVE LOWER LIMBS AND SPROUTS FOR AT LEAST TWO GROWING SEASON
3. KEEP PLANTS MOIST AND SHADED UNTIL PLANTING
4. DO NOT FERTILIZE FOR AT LEAST ONE GROWING SEASON
5. AMENDED BACKFILL SHALL BE PER SPECS.
6. FIRST WATERING PROCEDURE: FOLLOWING SOIL BACKFILL INSTALLATION, FILL PLANTING PIT WITH WATER UNTIL IT SEEPS OUT OF THE GROUND, OBSERVE MINIMAL BUBBLING ASSURING AIR POCKETS HAVE BEEN FILLED WITH WATER



6 DECIDUOUS TREE PLANTING ON A SLOPE

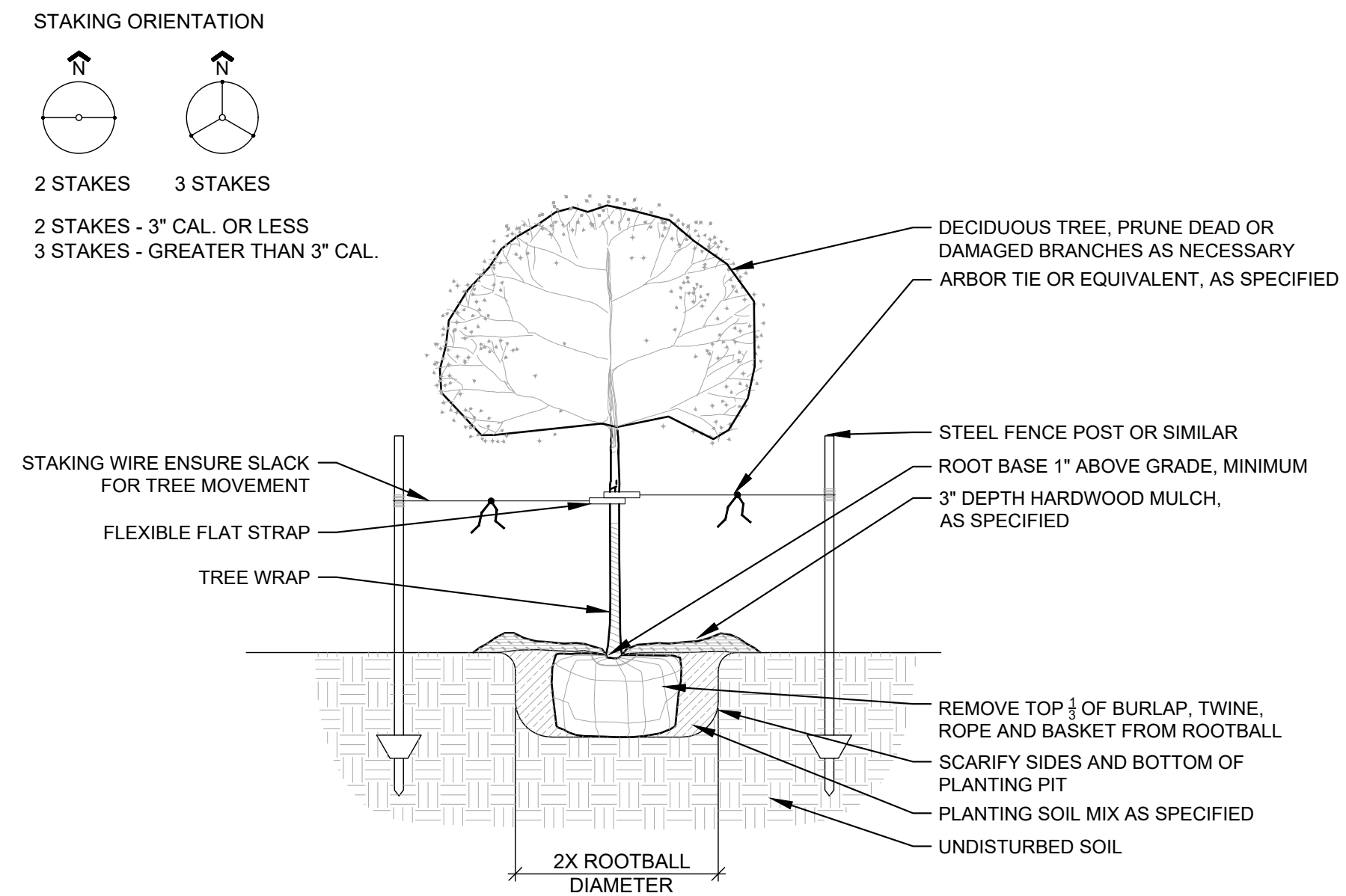
1/2" = 1'-0"

329343.01-05

3 FOUNDATION ROCK MOW BAND - TRENCH CUT EDGE

1" = 1'-0"

329413.01-10



5 DECIDUOUS TREE PLANTING

1/2" = 1'-0"

329343.01-03



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PROJECT INFO

2023001513-000

ENGINEER	DRAWN BY	CHECKED BY
AVD	MRB	AVD

INFINITY APARTMENTS

19300 E 37TH TERRACE

INDEPENDENCE, MO 64057

LANDSCAPE DETAILS

P:2023001513-000-04-DRAWINGS LANDSCAPE:2023001513-000 L500.DWG

DRAWING NO.

L500

1 LANDSCAPE NOTES

MATERIAL LEGEND

- | | | |
|--|---|------|
| | 8" PREFINISHED FIBER LAP SIDING - COLOR 1 | FB-1 |
| | 8" PREFINISHED FIBER LAP SIDING - COLOR 2 | FB-2 |
| | 8" PREFINISHED FIBER LAP SIDING - COLOR 3 | FB-3 |
| | HARDIE ARCHITECTURAL PANELS - COLOR 4 | HP-1 |
| | PREFINISHED FIBER SIDING - BOARD & BATTEN | FB-4 |
| | CAST STONE BANDING, WINDOW SILLS AND CAPS | CS-1 |
| | LEDGESTONE VENEER | ST-1 |
| | PREFINISHED FIBER TRIM - WHITE | TR-1 |
| | PREFINISHED FIBER TRIM - DARK BRONZE | TR-2 |
| | METAL COPING & TRIMS | MT-1 |
| | STANDING SEAM ROOF | RF-1 |



2 4-STORY ELEVATION
1/8" = 1'-0"



1 5-STORY ELEVATION
1/8" = 1'-0"

ELEVATIONS

08/05/24

JACKSON DR. & 37TH TERR.

19300 E. 37TH TERRACE

A4

MATERIAL LEGEND

	8" PREFINISHED FIBER LAP SIDING - COLOR 1	FB-1
	8" PREFINISHED FIBER LAP SIDING - COLOR 2	FB-2
	8" PREFINISHED FIBER LAP SIDING - COLOR 3	FB-3
	HARDIE ARCHITECTURAL PANELS - COLOR 4	HP-1
	PREFINISHED FIBER SIDING - BOARD & BATTEN	FB-4
	CAST STONE BANDING, WINDOW SILLS AND CAPS	CS-1
	LEDGESTONE VENEER	ST-1
	PREFINISHED FIBER TRIM - WHITE	TR-1
	PREFINISHED FIBER TRIM - DARK BRONZE	TR-2
	METAL COPING & TRIMS	MT-1
	STANDING SEAM ROOF	RF-1



2 SIDE ELEVATION
1/8" = 1'-0"



1 SIDE ELEVATION
1/8" = 1'-0"

ELEVATIONS

08/05/24

JACKSON DR. & 37TH TERR.

19300 E. 37TH TERRACE

A5

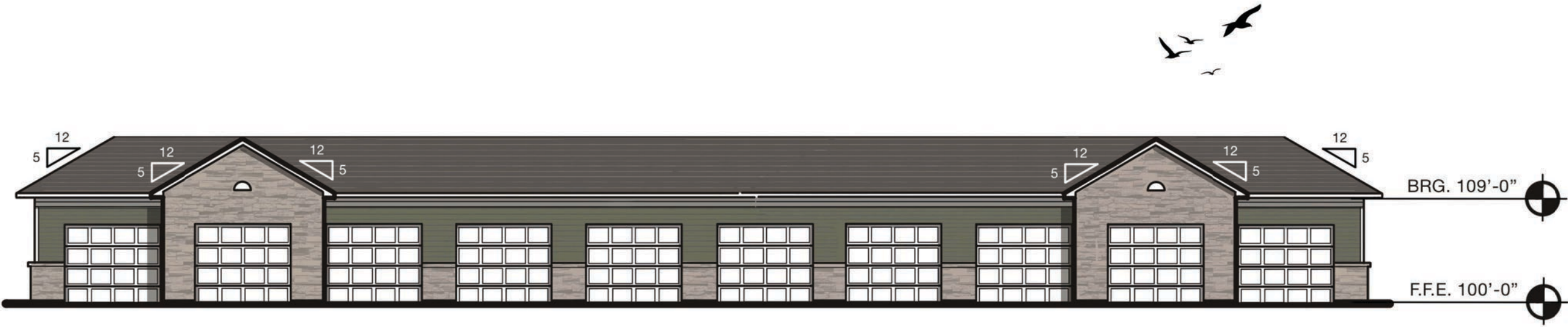
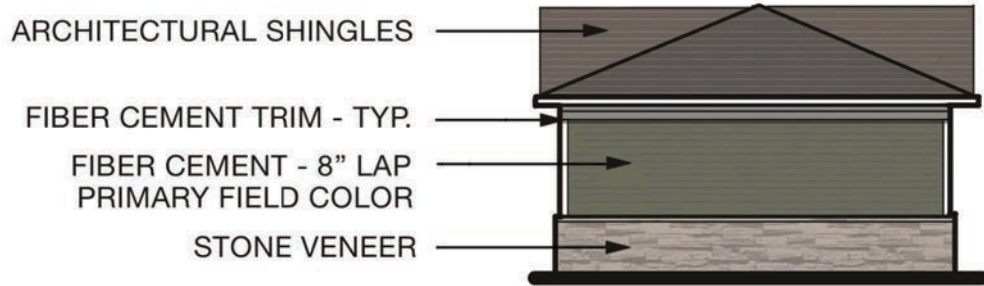
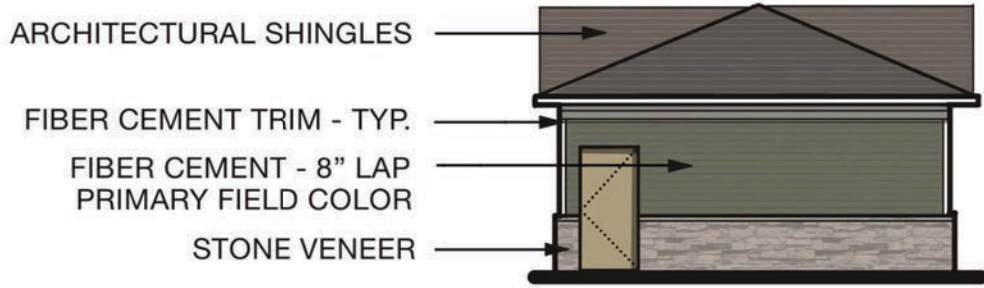
JACKSON APARTMENTS
19300 E. 37TH TERRACE
INDEPENDENCE, MO 64057

SHEET TITLE:
CLUBHOUSE & GARAGE ELEVATIONS

PROJECT NUMBER:

SHEET NUMBER:

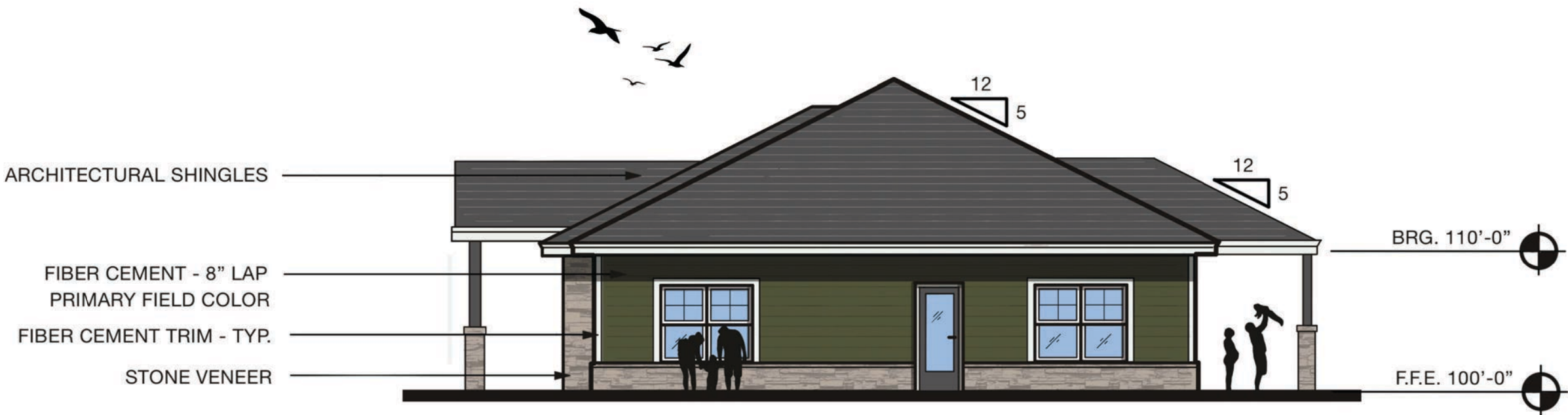
A-201



GARAGE ELEVATIONS

N.T.S.

5



SIDE ELEVATION

N.T.S.

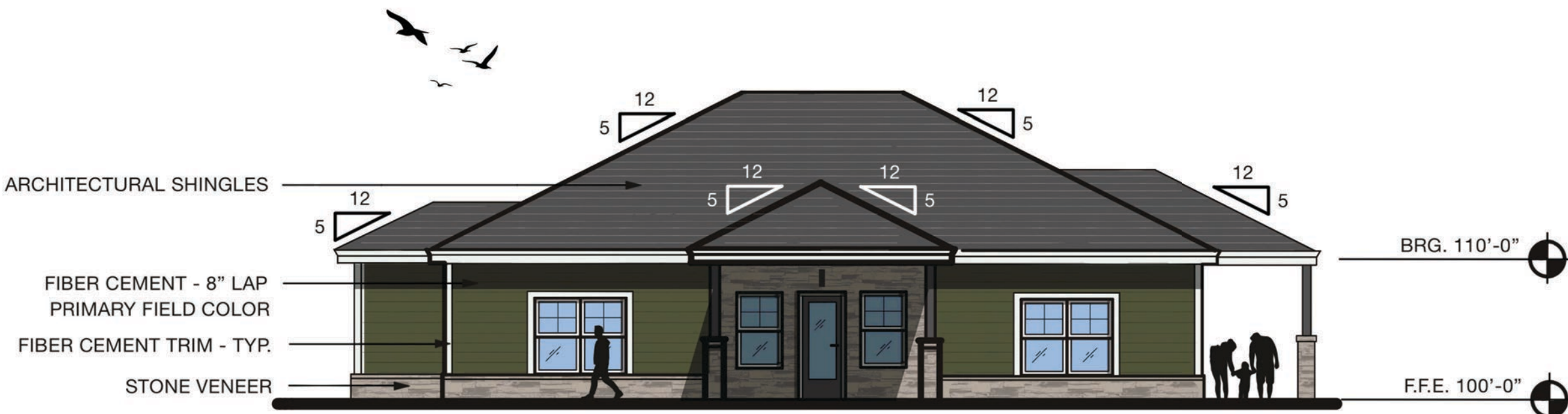
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SIDE ELEVATION

N.T.S.

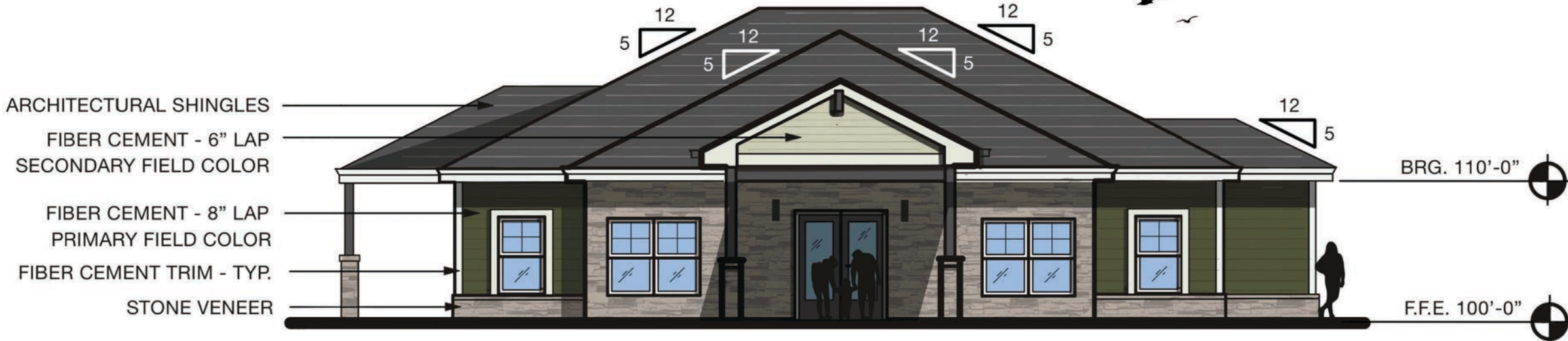
2



REAR ELEVATION

N.T.S.

3



FRONT ELEVATION

N.T.S.

1

A photograph of a modern outdoor pool area at dusk. The pool is surrounded by a stone wall and a pergola. In the foreground, there are two lounge sofas with cushions facing a central fire pit. The sky is a mix of blue and orange from the setting sun. The text "JACKSON DRIVE & 37TH TERR AMENITIES" is overlaid in white, bold, sans-serif font.

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- Dog Park and Agility Course
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- Business Center with Printer



CONVENIENCE AROUND EVERY CORNER

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- Guest Suite

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TRAFFIC IMPACT STUDY

JACKSON APARTMENTS

INDEPENDENCE, MO

Prepared For:
McClure

Prepared By:
Janelle Clayton, PE, PTOE

May 8, 2024

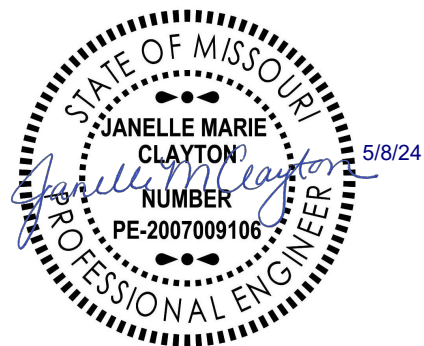


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INTRODUCTION

The proposed Jackson Apartments development is a 300-unit, multi-family development consisting of four separate three-story buildings with underground parking. The proposed development is located in the northwest quadrant of the intersection of S Jackson Drive & 37th Terrace in Independence, Missouri. The approximate location of the proposed development is shown in the Google Earth image below.



The existing property is vacant and is bordered to the north by railroad tracks and to the west by Sunterra Springs Rehabilitation Center and apartment homes.

This study analyzes the traffic impacts on the surrounding roadway network for the *Existing*, *Existing + Site*, and *Future + Site* traffic-volume scenarios.

EXISTING CONDITIONS

Existing Traffic Volumes: Existing AM and PM peak-hour traffic volumes at the following intersections were via video camera during the hours of 7:00-9:00 AM and 4:00-6:00 PM on Tuesday, April 23, 2024:

- Jackson Drive & 37th Terrace
- 37th Terrace & Sunterra Springs Drive
- 37th Terrace & Arrowhead Avenue

The counts were processed by Miovision Technologies, Inc. and can be found in the Appendix. In general, the AM peak hour generally occurred from 7:15 – 8:15 AM, and the PM peak hour generally occurred from 4:15 – 5:15 PM. The Existing AM and PM peak-hour volumes are shown on **Figure 1**.

Existing Roadway Network: Current roadway characteristics near the study area are summarized in **Table 1**.

Table 1: Existing Roadway Characteristics

Roadway	Classification	Section	Median Type	Posted Speed Limit
Jackson Drive	Major Arterial	4-Lane	Median-Divided	35 mph
37 th Terrace	Collector	2-Lane	Undivided	30 mph
Arrowhead Avenue	Collector	4-Lane	Undivided	Not Posted - 25 mph

*Classifications as listed in the City's Thoroughfare Plan

The intersection of Jackson Drive & 37th Terrace is currently operating under traffic signal control. Left-turn lanes are provided on all approaches to the intersection. Full pedestrian accommodations are provided on all legs of the intersection with pedestrian signal heads and pushbuttons. The intersection of 37th Terrace & Arrowhead Avenue is currently operating under two-way stop control on the minor-road approaches. Arrowhead Lane is four lanes south of 37th Terrace and two lanes north of 37th Terrace.

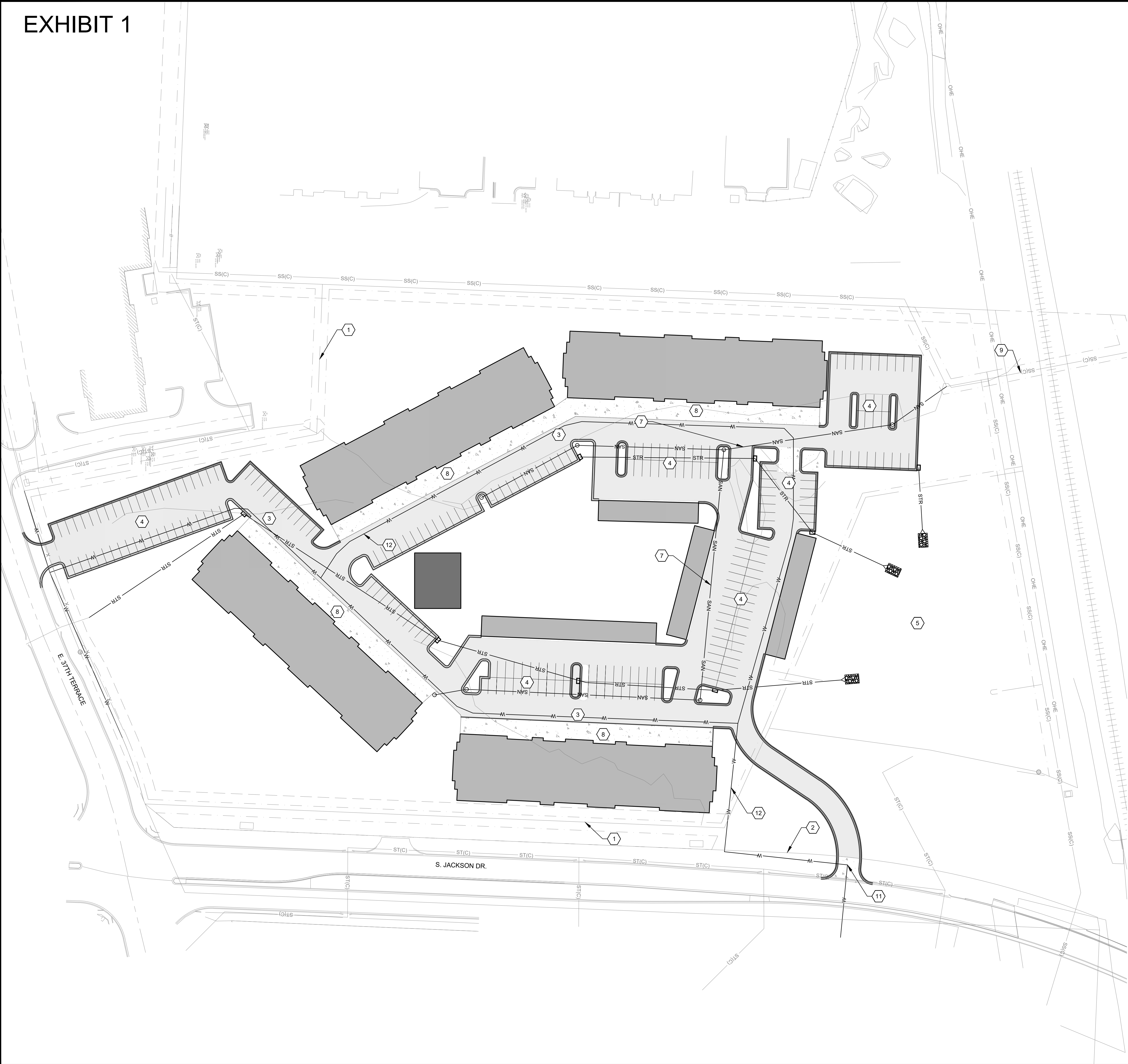
A sidewalk is currently present along the west side of Jackson Drive along the frontage of the property. A shared-use path is provided on the east side of Jackson Drive. A sidewalk is present on the north side of 37th Terrace approximately 200' west of Jackson Drive, then stops and resumes at the Sunterra Springs property.

RideKC has an existing bus route along 37th Terrace with a stop just west of Sunterra Springs, as well as a route along Jackson Drive.

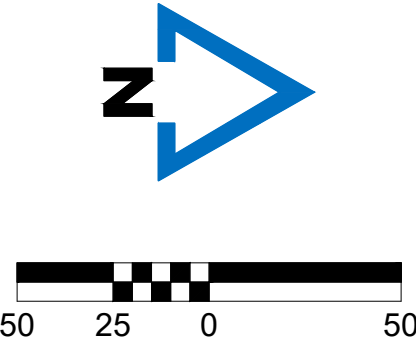
PROPOSED CONDITIONS

Proposed Land Use: The proposed Jackson Apartment multi-family development includes 300 apartment units in four separate buildings. The site plan for the proposed development is shown on **Exhibit 1**.

EXHIBIT 1



- KEY NOTES
- 1 PROPERTY LINE (TYP.)
 - 2 EXISTING RIGHT-OF-WAY
 - 3 PROPOSED ASPHALT PRIVATE DRIVE PAVEMENT
 - 4 PROPOSED PARKING AREA
 - 5 EXISTING DETENTION BASIN
 - 6 PROPOSED PRIVATE STORM SEWER
 - 7 PROPOSED PRIVATE SANITARY SEWER
 - 8 PROPOSED CONCRETE PAVEMENT (GARAGE DRIVE ENTRY)
 - 9 EXISTING PUBLIC SANITARY SEWER
 - 10 EXISTING PUBLIC STORM SEWER
 - 11 EXISTING DRIVEWAY
 - 12 PROPOSED WATER MAIN





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MISSOURI CERTIFICATE OF AUTHORITY NO. E-2006023253
EXPIRES: DECEMBER 31, 2024

REVISIONS		
PROJECT INFO		
2023001513-000		
ENGINEER	DRAWN BY	CHECKED BY
AVG	MRB	AVG

JACKSON APARTMENTS
19300 E 37TH TERRACE
INDEPENDENCE, MO 64057

SITE PLAN WITH TOPOGRAPHY
P:\2023001513-000\04-DRAWINGS\CIVIL\TITLEMENT\PRELIMINARY DEVELOPMENT PLANS\2023001513 SITE.DWG

DRAWING NO.
C201

Proposed Access Plan: The development will be served by two full-access driveways; one on Jackson Drive and one on 37th Terrace. **Table 2** summarizes the access locations. Note: Distances are taken from the center of the intersection.

Table 2: Proposed Site Access

Access Name	Intersecting Roadway	Access Type	Access Location
Drive 1	Jackson Drive	Full Access	Approx. 775' north of 37 th Terrace
Drive 2	37 th Terrace	Full Access	Approx. 355' west of Jackson Drive

It should be noted that Drive 2 is only approximately 100' east, center to center, from the Sunterra Springs driveway, which is not an ideal spacing for adjacent driveways. However, the volumes into and out of the Sunterra Springs driveway were less than 10 vehicles per hour during the peak hours and would not be expected to cause regular conflict.

Intersection Sight Distance: Intersection sight-distance measurements were taken in the field at the locations of the proposed site driveways. Based on AASHTO's *A Policy on Geometric Design of Highways and Streets*, the amount of sight distance that is desirable for a 35-mph road (Jackson Drive) is 390' for a left-turning vehicle (Case B1) and 335' for a right-turning vehicle (Case B2). The amount of sight distance that is desirable for a 30-mph road (37th Terrace) is 335' for a left-turning vehicle (Case B1) and 290' for a right-turning vehicle (Case B2).

The results of the intersection sight distances recorded in the field are summarized below. It should be noted that if available sight distance was well over the recommended value, a field measured value of ">distance" is recorded below. If the sight-distance requirements were not easily reached by simple observation, actual distances were recorded.

Jackson Drive & Proposed Drive 1 (North Drive)

	<u>AASHTO Recommended</u>	<u>Field Measured</u>
Left-Turning Vehicle	390'	>390'
Right-Turning Vehicle	335'	685'



37th Terrace & Proposed Drive 2 (South Drive)

	<u>AASHTO Recommended</u>	<u>Field Measured</u>
Left-Turning Vehicle	335'	495'
Right-Turning Vehicle	290'	>290'



Trip Generation: The estimated trip generation for the proposed Jackson Apartments development was based upon the 11th Edition of the Institute of Transportation Engineers (ITE) *Trip Generation Handbook* for Land Use 220-Multi-Family (Low-Rise). **Table 3** depicts the trip generation for the site.

Table 3: Proposed Trip Generation

				AM Peak Hour (VPH)			PM Peak Hour (VPH)		
Land Use	Qty	Unit	ADT (VPD)	TOTAL	IN	OUT	TOTAL	IN	OUT
220 – Multifamily Housing (Low-Rise)	300	DU	1,998	116	28	88	150	94	56

Trip Distribution: Estimates of the expected trip distribution to and from the Jackson Apartments development were based upon the available and planned street network and existing traffic flow. The trip-distribution patterns that were utilized are as follows:

- To the north via Jackson Drive 5%
- To the south via Jackson Drive 40%
- To the east via 37th Terrace 20%
- To the west via 37th Terrace 35%

Existing + Site Traffic Volumes: The expected development-related traffic volumes were added to the existing volumes and were assigned to the existing and planned street system. The *Existing + Site* AM and PM peak-hour volumes are shown on **Figures 2 & 3**, respectively.

Future + Site Traffic Volumes: Historical ADT traffic volumes from the years 2016-2050 as shown in the Mid America Regional Council (MARC) model were analyzed to determine an appropriate

growth rate for a future 20-year design volume. The results indicated a fairly flat growth rate. However, due to the potential for development still occurring in the area, a growth rate of 2% per year for 20 years was utilized. The site-generated traffic volumes from Jackson Apartments development were added to these background future traffic volumes to develop the *Future + Site* AM and PM peak-hour traffic volumes and are shown **Figures 4 & 5**, respectively.

ANALYSES

A series of intersection capacity analyses were completed at the study intersections to determine the expected levels of service, the lengths of delays, and the vehicle queues experienced by drivers. The study intersections were analyzed based upon the 6th Edition of the Transportation Research Board's (TRB) *Highway Capacity Manual*. A description of the level-of-service criteria used in these analyses is shown below:

Level of Service Definitions		
Level of Service	Signalized Intersection Average Control Delay (sec/veh)	Unsignalized Intersection Average Control Delay (sec/veh)
A	<10	<10
B	<20	<15
C	<35	<25
D	<55	<35
E	<80	<50
F	≥80	≥50

The amount of control delay is assigned a level of service based on driver acceptance with LOS "A" representing little or no delay and LOS "F" representing long delays. The queues shown on the figures represent the 95th percentile queue, or the queue that has only a 5% chance of being exceeded during the peak hour. All capacity analysis output is included in the Appendix attached to this report. It should be noted that all completed analyses utilized the Synchro 12 software package.

Existing Traffic Conditions: **Figures 6 & 7** depict the results of the completed analyses for the existing AM and PM peak-hour traffic volume scenarios. As shown on the figures, all individual movements at the study intersections currently operate at LOS "C" or better with minimal queuing.

Existing + Site Traffic Conditions: As shown on **Figures 8 & 9**, all individual movements at the study intersections would be expected to operate at LOS "C" or better with minimal queuing with the addition of the Redwood multi-family development.

Turn Lane Warrants

Left-turn and right-turn lane warrants were analyzed in conjunction with MoDOT's *Access Management Guidelines* for the proposed driveway intersections and can be found in the Appendix. No turn lanes would be warranted for the *Existing + Site* traffic volume scenario.

Future + Site Traffic Conditions: The results of the capacity analysis for the *Future + Site* traffic volume scenario are shown on **Figures 10 & 11**. As shown on the figures, all individual movements at the study intersections would be expected to operate at LOS "C" or better during the *Future + Site* volume scenario.

Turn Lane Warrants

Left-turn and right-turn lane warrants were analyzed in conjunction with MoDOT's *Access Management Guidelines* for the proposed driveway intersections and can be found in the Appendix. No turn lanes would be warranted for the *Future + Site* traffic volume scenario.

SUMMARY & RECOMMENDATIONS

This traffic study summarizes the anticipated traffic impacts of the proposed Jackson Apartments development.

Left-turn and right-turn lane warrants at the driveway intersections were analyzed in conjunction with MoDOT's *Access Management Guidelines*, and no turn lanes would be warranted at either site driveway.

It should be noted that the site plan shows a full-access driveway that would require a median break along Jackson Drive. Although a northbound left-turn lane is not warranted due to traffic volumes at this intersection, a median break without a dedicated turn lane is not recommended as drivers would not be expecting a left-turn driver slowing down to make the turn on a divided roadway without a left-turn lane present. There is an existing bridge just north of the intersection and a significant retaining wall on the east side of Jackson Drive that would make it difficult to construct a northbound left-turn lane. If a dedicated left-turn lane is not feasible, the driveway access should be limited to right-in/right-out access.

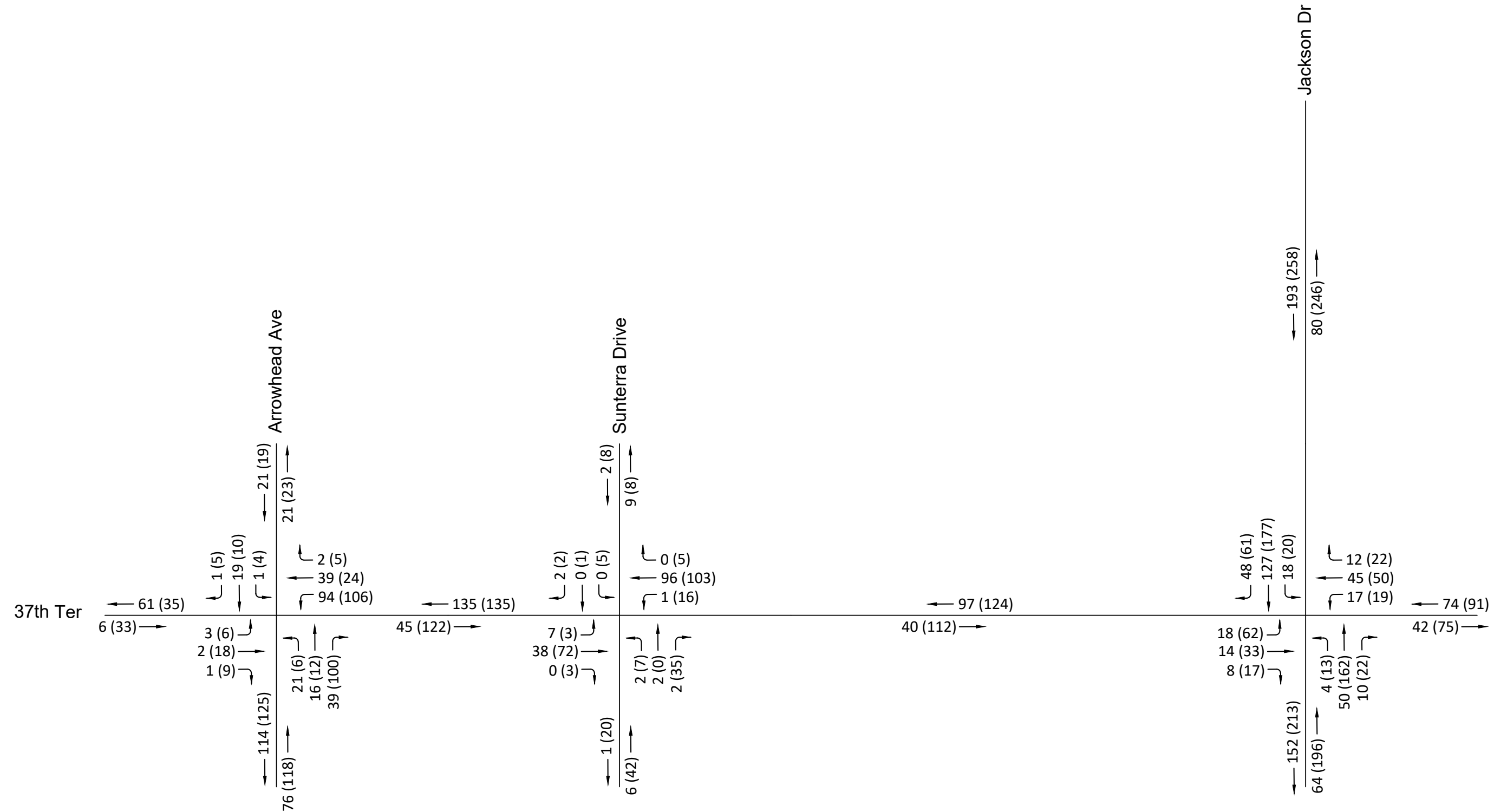
In general, acceptable traffic operations can be expected in and around the proposed development with the addition of the Jackson Apartments development. The development traffic will have minimal impact on the traffic operations in the study area. No improvements would be required.

We appreciate the opportunity to serve you on this very important project. Please feel free to contact us if you should have any questions.

Respectfully submitted,
Merge Midwest Engineering, LLC

A handwritten signature in blue ink that reads "Janelle M. Clayton". The signature is written in a cursive, flowing style.

Janelle M. Clayton, P.E., PTOE
Manager / Co-Owner



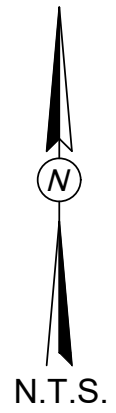
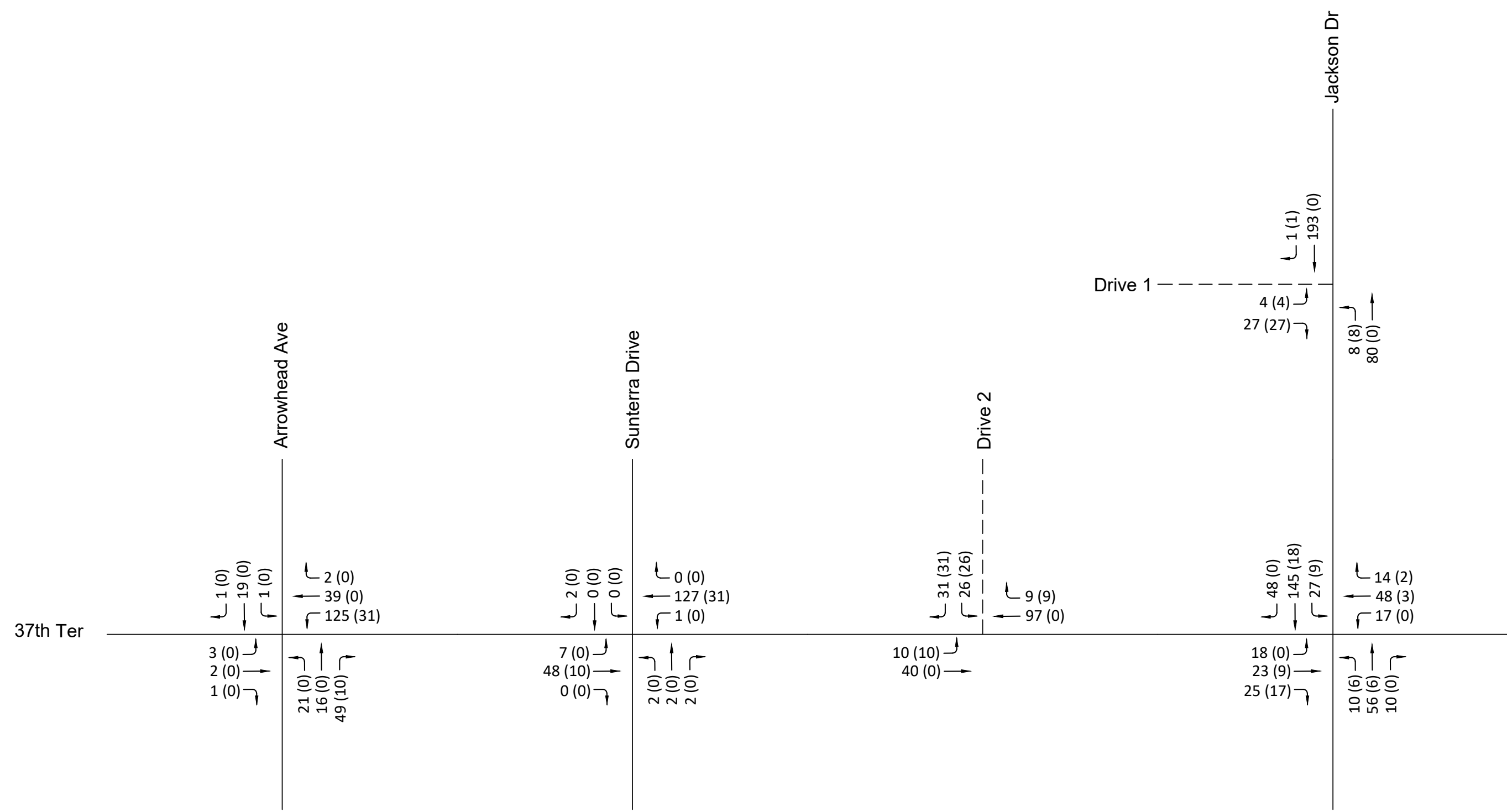
LEGEND

500 (500)

Site Generated Volume (vph)

Total Peak Volume (vph)

Vehicle Movement



LEGEND

↖

Site Generated Volume (vph)

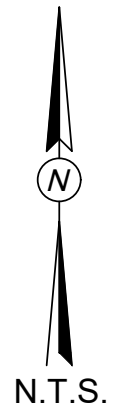
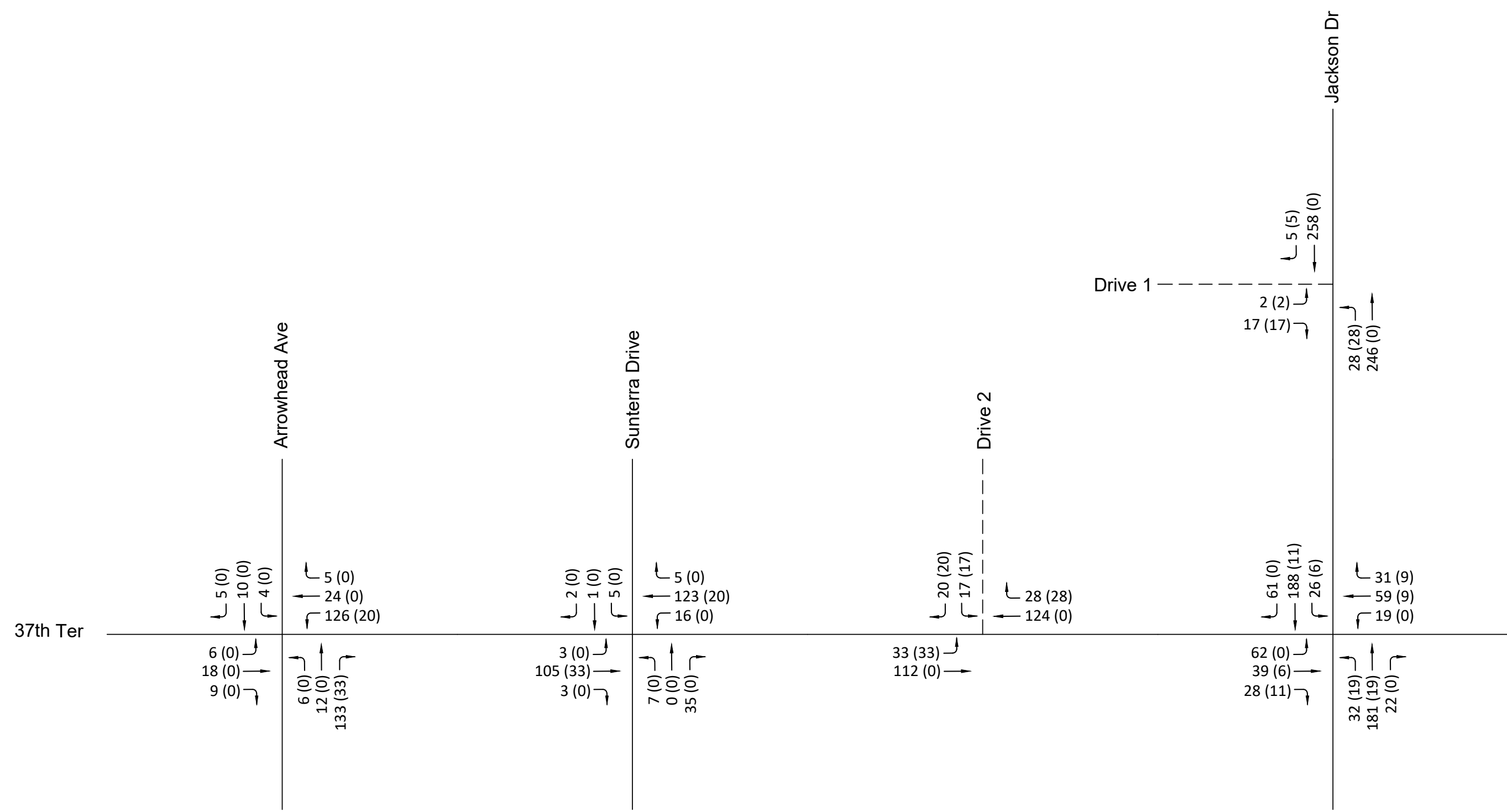
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500 (500)

Total Peak Volume (vph)

↖

Vehicle Movement



	PROJECT NUMBER	
	24035	DATE
		MAY 2024
FIGURE 3		EXISTING + SITE TRAFFIC VOLUMES PM PEAK HOUR

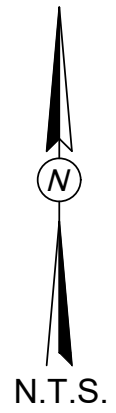
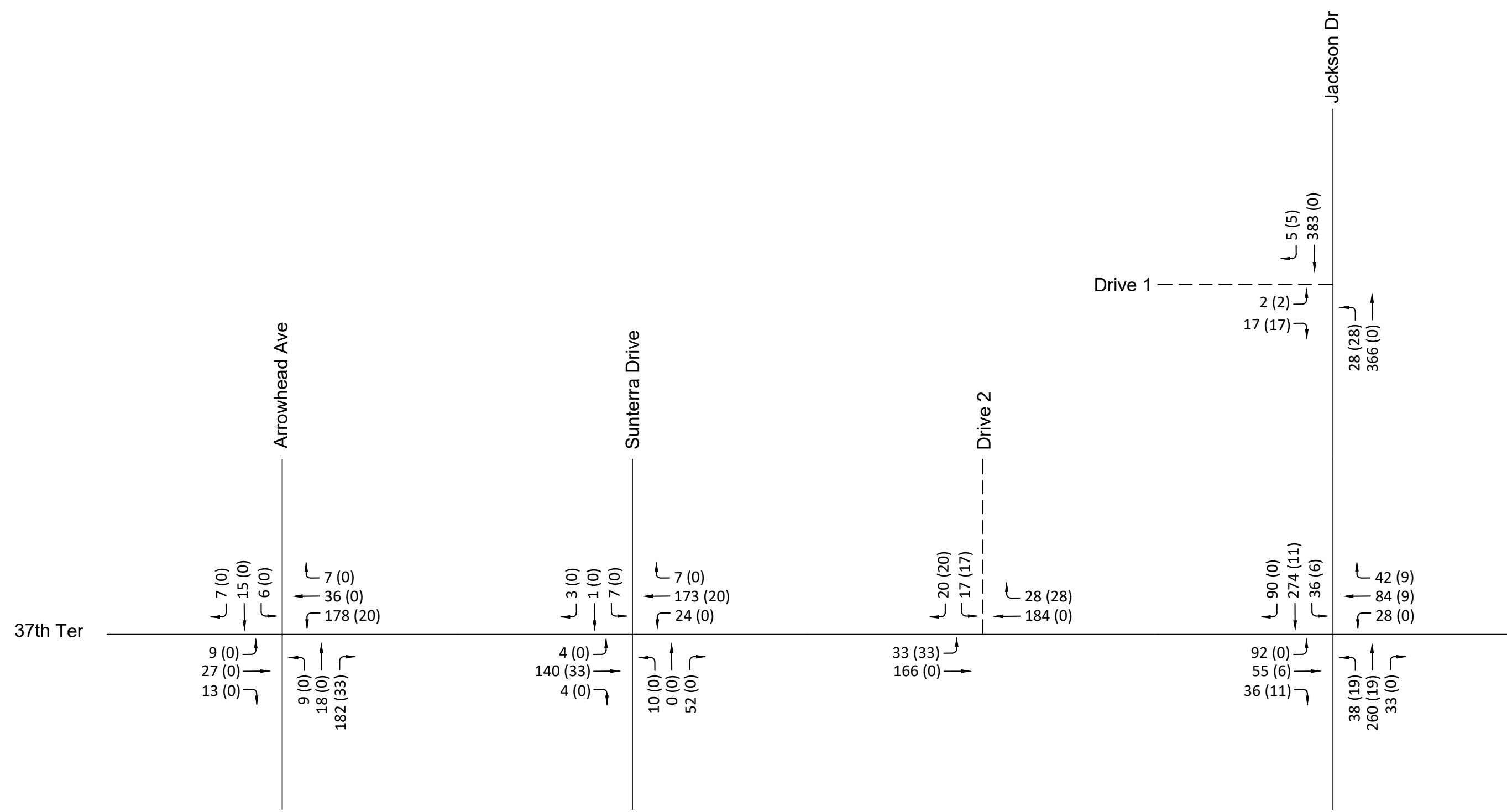
LEGEND

500 (500)

Site Generated Volume (vph)

Total Peak Volume (vph)

Vehicle Movement



	PROJECT NUMBER		FIGURE 5	FUTURE + SITE TRAFFIC VOLUMES PM PEAK HOUR
	24035	DATE		
		MAY 2024		

LEGEND

Estimated Queue Length

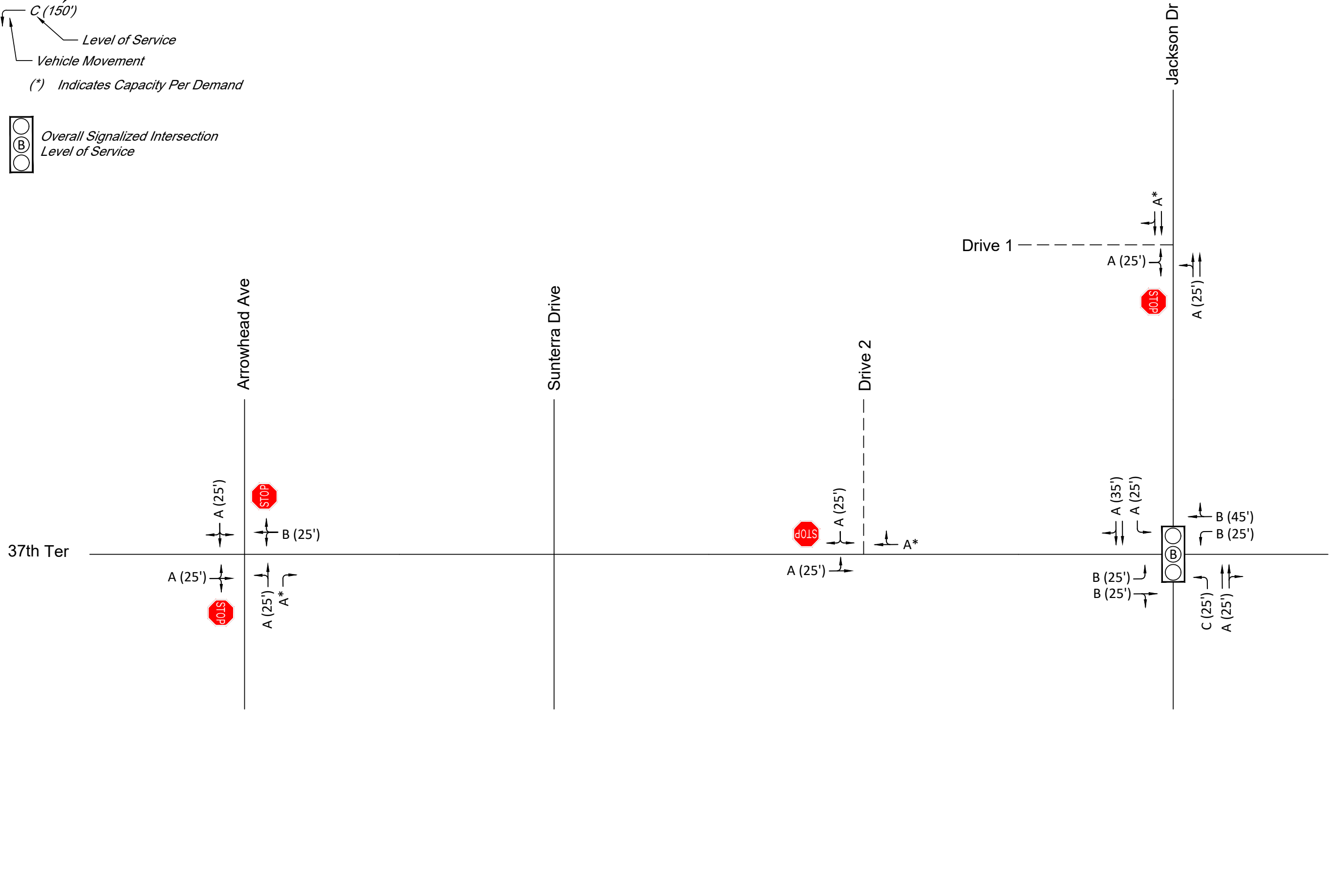
Level of Service

Vehicle Movement

(*) Indicates Capacity Per Demand

(B)

Overall Signalized Intersection
Level of Service



	PROJECT NUMBER		EXISTING LEVELS OF SERVICE AM PEAK HOUR
	24035	DATE	
		MAY 2024	

FIGURE 6

LEGEND

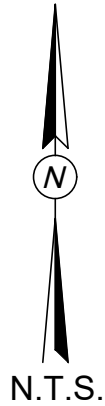
Estimated Queue Length

Level of Service

Vehicle Movement

(*) Indicates Capacity Per Demand

Overall Signalized Intersection Level of Service



EXISTING
LEVELS OF SERVICE
PM PEAK HOUR

FIGURE 7

PROJECT NUMBER	24035
	DATE
MAY 2024	



LEGEND

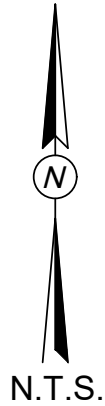
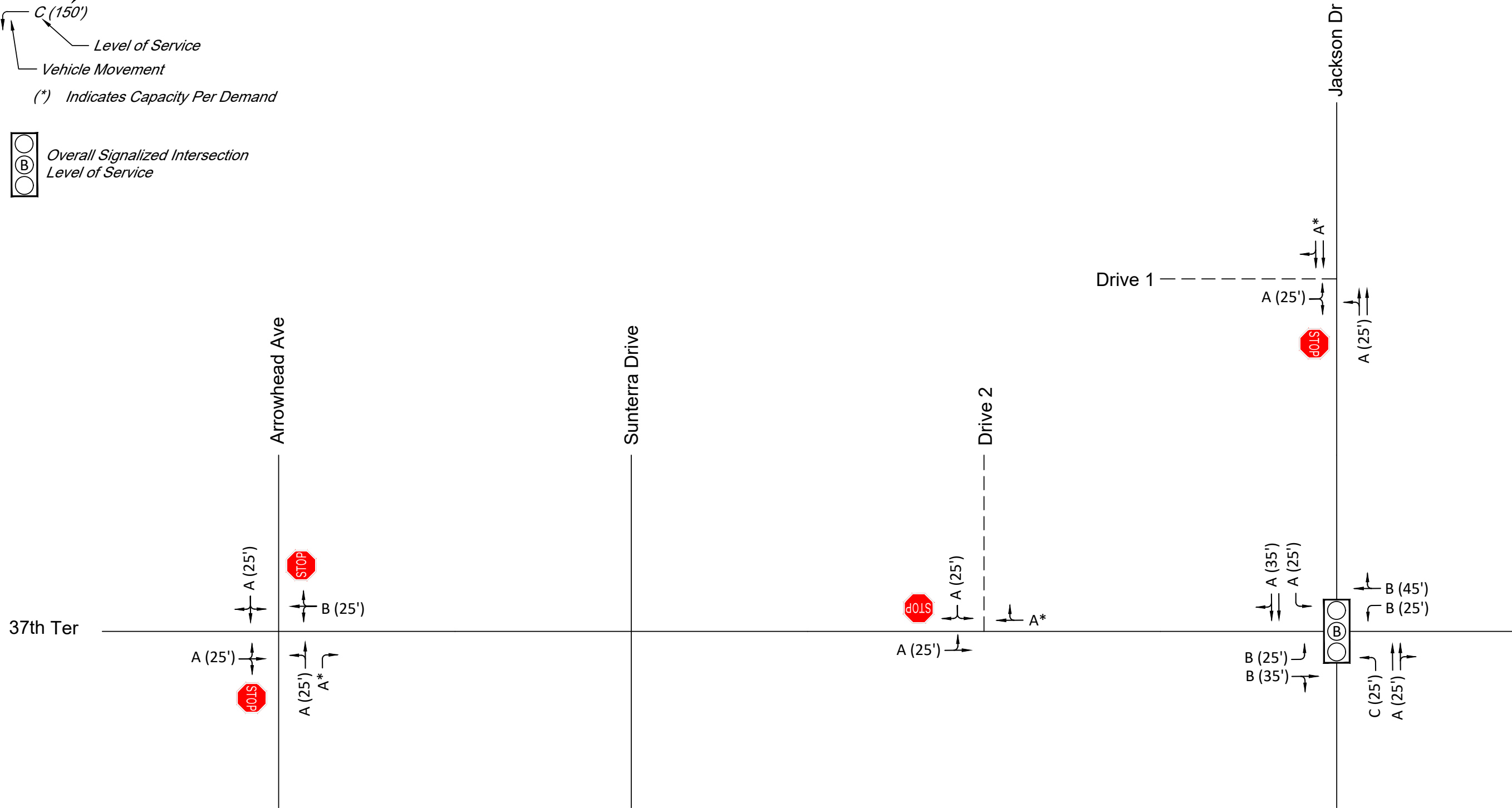
Estimated Queue Length

Level of Service

Vehicle Movement

(*) Indicates Capacity Per Demand

Overall Signalized Intersection
Level of Service



EXISTING + SITE
LEVELS OF SERVICE
AM PEAK HOUR

FIGURE 8

PROJECT NUMBER
24035
DATE
MAY 2024



LEGEND

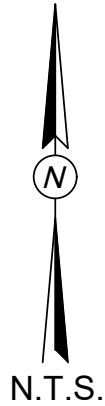
Estimated Queue Length

Level of Service

Vehicle Movement

(*) Indicates Capacity Per Demand

Overall Signalized Intersection Level of Service



PROJECT NUMBER	24035
DATE	MAY 2024

FIGURE 9

EXISTING + SITE
LEVELS OF SERVICE
PM PEAK HOUR

LEGEND

Estimated Queue Length

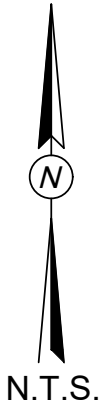
Level of Service

Vehicle Movement

(*) Indicates Capacity Per Demand

B

Overall Signalized Intersection
Level of Service



	PROJECT NUMBER 24035		FIGURE 10	FUTURE + SITE LEVELS OF SERVICE AM PEAK HOUR
	DATE MAY 2024			

LEGEND

Estimated Queue Length

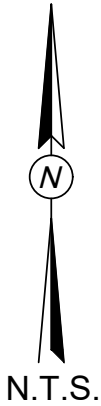
Level of Service

Vehicle Movement

(*) Indicates Capacity Per Demand

(B)

Overall Signalized Intersection
Level of Service



	PROJECT NUMBER		FUTURE + SITE LEVELS OF SERVICE PM PEAK HOUR
	24035	DATE	
		MAY 2024	

FIGURE 11

APPENDIX

RAW TURNING MOVEMENT
TRAFFIC COUNTS

TRIP GENERATION CALCULATIONS

SYNCHRO REPORTS

TURN LANE WARRANTS



Jackson Drive & 37th Terrace - TMC

Tue Apr 23, 2024

Full Length (7 AM-9 AM, 4 PM-6 PM)

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)

All Movements

ID: 1177141, Location: 39.051366, -94.352227



Provided by: Gewalt Hamilton Associates Inc.
625 Forest Edge Drive, Vernon Hills, IL, 60061, US

Leg Direction	Jackson Drive Southbound						37th Terrace Westbound						Jackson Drive Northbound						37th Terrace Eastbound						
Time	R	T	L	U	App	Ped*	R	T	L	U	App	Ped*	R	T	L	U	App	Ped*	R	T	L	U	App	Ped*	Int
2024-04-23 7:00AM	9	16	2	0	27	0	2	5	6	0	13	0	3	4	0	0	7	0	0	4	3	0	7	0	54
7:15AM	12	34	5	0	51	0	3	10	6	0	19	0	4	17	1	0	22	0	4	6	6	0	16	0	108
7:30AM	15	34	4	0	53	0	3	10	6	0	19	0	3	7	1	0	11	0	3	1	5	0	9	0	92
7:45AM	11	35	3	0	49	1	3	16	4	0	23	0	3	14	0	0	17	0	1	3	3	0	7	0	96
Hourly Total	47	119	14	0	180	1	11	41	22	0	74	0	13	42	2	0	57	0	8	14	17	0	39	0	350
8:00AM	10	24	6	0	40	0	3	9	1	0	13	0	0	12	2	0	14	1	0	4	4	0	8	0	75
8:15AM	6	19	2	0	27	0	2	7	1	0	10	0	1	11	1	0	13	0	2	3	2	0	7	0	57
8:30AM	12	31	4	0	47	0	4	9	4	0	17	0	2	14	1	0	17	0	5	0	6	0	11	0	92
8:45AM	19	31	6	0	56	0	5	9	2	0	16	0	3	13	1	0	17	0	0	0	5	0	5	0	94
Hourly Total	47	105	18	0	170	0	14	34	8	0	56	0	6	50	5	0	61	1	7	7	17	0	31	0	318
4:00PM	8	32	3	0	43	0	5	8	5	0	18	0	7	47	5	0	59	0	5	11	16	0	32	0	152
4:15PM	12	43	5	0	60	0	5	15	5	0	25	0	8	48	5	0	61	0	3	13	14	0	30	0	176
4:30PM	12	41	8	0	61	1	3	3	2	0	8	0	3	31	3	0	37	0	7	8	15	0	30	0	136
4:45PM	18	44	3	0	65	1	5	14	5	0	24	0	4	41	2	0	47	1	3	5	16	0	24	1	160
Hourly Total	50	160	19	0	229	2	18	40	17	0	75	0	22	167	15	0	204	1	18	37	61	0	116	1	624
5:00PM	16	49	4	0	69	1	9	15	7	0	31	1	7	42	2	0	51	0	4	7	17	0	28	0	179
5:15PM	14	35	5	0	54	0	3	8	3	0	14	0	7	46	6	0	59	0	7	4	12	0	23	0	150
5:30PM	19	40	1	0	60	0	8	7	4	0	19	1	9	36	2	0	47	0	3	6	16	0	25	1	151
5:45PM	20	40	3	0	63	0	7	11	12	0	30	0	10	28	2	0	40	0	3	2	14	0	19	0	152
Hourly Total	69	164	13	0	246	1	27	41	26	0	94	2	33	152	12	0	197	0	17	19	59	0	95	1	632
Total	213	548	64	0	825	4	70	156	73	0	299	2	74	411	34	0	519	2	50	77	154	0	281	2	1924
% Approach	25.8%	66.4%	7.8%	0%	-	-	23.4%	52.2%	24.4%	0%	-	-	14.3%	79.2%	6.6%	0%	-	-	17.8%	27.4%	54.8%	0%	-	-	-
% Total	11.1%	28.5%	3.3%	0%	42.9%	-	3.6%	8.1%	3.8%	0%	15.5%	-	3.8%	21.4%	1.8%	0%	27.0%	-	2.6%	4.0%	8.0%	0%	14.6%	-	-
Lights	211	545	63	0	819	-	67	152	71	0	290	-	70	398	32	0	500	-	46	75	153	0	274	-	1883
% Lights	99.1%	99.5%	98.4%	0%	99.3%	-	95.7%	97.4%	97.3%	0%	97.0%	-	94.6%	96.8%	94.1%	0%	96.3%	-	92.0%	97.4%	99.4%	0%	97.5%	-	97.9%
Articulated Trucks	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0
% Articulated Trucks	0%	0%	0%	0%	0%	-	0%	0%	0%	0%	0%	-	0%	0%	0%	0%	0%	-	0%	0%	0%	0%	0%	-	0%
Buses and Single-Unit Trucks	2	3	1	0	6	-	3	4	2	0	9	-	4	13	2	0	19	-	4	2	1	0	7	-	41
% Buses and Single-Unit Trucks	0.9%	0.5%	1.6%	0%	0.7%	-	4.3%	2.6%	2.7%	0%	3.0%	-	5.4%	3.2%	5.9%	0%	3.7%	-	8.0%	2.6%	0.6%	0%	2.5%	-	2.1%
Pedestrians	-	-	-	-	-	4	-	-	-	-	-	2	-	-	-	-	-	2	-	-	-	-	-	1	-
% Pedestrians	-	-	-	-	-	100%	-	-	-	-	-	100%	-	-	-	-	-	100%	-	-	-	-	-	50.0%	-
Bicycles on Crosswalk	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	1	-
% Bicycles on Crosswalk	-	-	-	-	-	0%	-	-	-	-	-	0%	-	-	-	-	-	0%	-	-	-	-	-	50.0%	-

*Pedestrians and Bicycles on Crosswalk. L: Left, R: Right, T: Thru, U: U-Turn

Jackson Drive & 37th Terrace - TMC

Tue Apr 23, 2024

Full Length (7 AM-9 AM, 4 PM-6 PM)

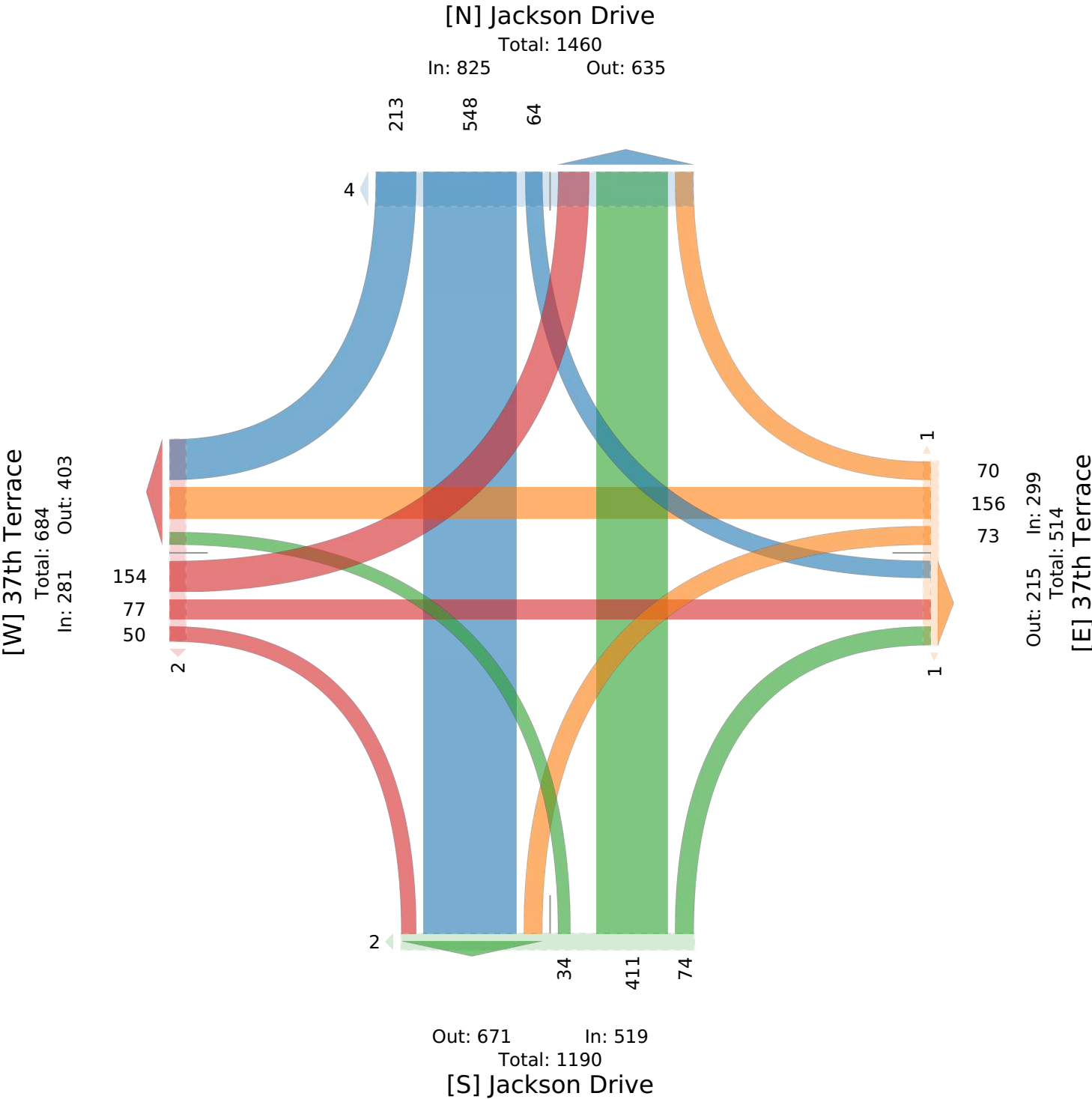
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks,
Pedestrians, Bicycles on Crosswalk)

All Movements

ID: 1177141, Location: 39.051366, -94.352227



Provided by: Gewalt Hamilton Associates Inc.
625 Forest Edge Drive, Vernon Hills, IL, 60061, US



Jackson Drive & 37th Terrace - TMC

Tue Apr 23, 2024

AM Peak (7:15 AM - 8:15 AM)

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)

All Movements

ID: 1177141, Location: 39.051366, -94.352227



Provided by: Gewalt Hamilton Associates Inc.
625 Forest Edge Drive, Vernon Hills, IL, 60061, US

Leg Direction	Jackson Drive Southbound						37th Terrace Westbound						Jackson Drive Northbound						37th Terrace Eastbound						
Time	R	T	L	U	App	Ped*	R	T	L	U	App	Ped*	R	T	L	U	App	Ped*	R	T	L	U	App	Ped*	Int
2024-04-23 7:15AM	12	34	5	0	51	0	3	10	6	0	19	0	4	17	1	0	22	0	4	6	6	0	16	0	108
7:30AM	15	34	4	0	53	0	3	10	6	0	19	0	3	7	1	0	11	0	3	1	5	0	9	0	92
7:45AM	11	35	3	0	49	1	3	16	4	0	23	0	3	14	0	0	17	0	1	3	3	0	7	0	96
8:00AM	10	24	6	0	40	0	3	9	1	0	13	0	0	12	2	0	14	1	0	4	4	0	8	0	75
Total	48	127	18	0	193	1	12	45	17	0	74	0	10	50	4	0	64	1	8	14	18	0	40	0	371
% Approach	24.9%	65.8%	9.3%	0%	-	-	16.2%	60.8%	23.0%	0%	-	-	15.6%	78.1%	6.3%	0%	-	-	20.0%	35.0%	45.0%	0%	-	-	-
% Total	12.9%	34.2%	4.9%	0%	52.0%	-	3.2%	12.1%	4.6%	0%	19.9%	-	2.7%	13.5%	1.1%	0%	17.3%	-	2.2%	3.8%	4.9%	0%	10.8%	-	-
PHF	0.800	0.907	0.750	-	0.910	-	1.000	0.703	0.708	-	0.804	-	0.625	0.735	0.500	-	0.727	-	0.500	0.583	0.750	-	0.625	-	0.859
Lights	48	127	18	0	193	-	11	45	17	0	73	-	10	50	4	0	64	-	7	13	18	0	38	-	368
% Lights	100%	100%	100%	0%	100%	-	91.7%	100%	100%	0%	98.6%	-	100%	100%	100%	0%	100%	-	87.5%	92.9%	100%	0%	95.0%	-	99.2%
Articulated Trucks	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0
% Articulated Trucks	0%	0%	0%	0%	0%	-	0%	0%	0%	0%	0%	-	0%	0%	0%	0%	0%	-	0%	0%	0%	0%	0%	-	0%
Buses and Single-Unit Trucks	0	0	0	0	0	-	1	0	0	0	1	-	0	0	0	0	0	-	1	1	0	0	2	-	3
% Buses and Single-Unit Trucks	0%	0%	0%	0%	0%	-	8.3%	0%	0%	0%	1.4%	-	0%	0%	0%	0%	0%	-	12.5%	7.1%	0%	0%	5.0%	-	0.8%
Pedestrians	-	-	-	-	-	1	-	-	-	-	-	0	-	-	-	-	-	1	-	-	-	-	-	0	
% Pedestrians	-	-	-	-	-	100%	-	-	-	-	-	-	-	-	-	-	-	100%	-	-	-	-	-	-	-
Bicycles on Crosswalk	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	
% Bicycles on Crosswalk	-	-	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	0%	-	-	-	-	-	-	-

*Pedestrians and Bicycles on Crosswalk. L: Left, R: Right, T: Thru, U: U-Turn

Jackson Drive & 37th Terrace - TMC

Tue Apr 23, 2024

AM Peak (7:15 AM - 8:15 AM)

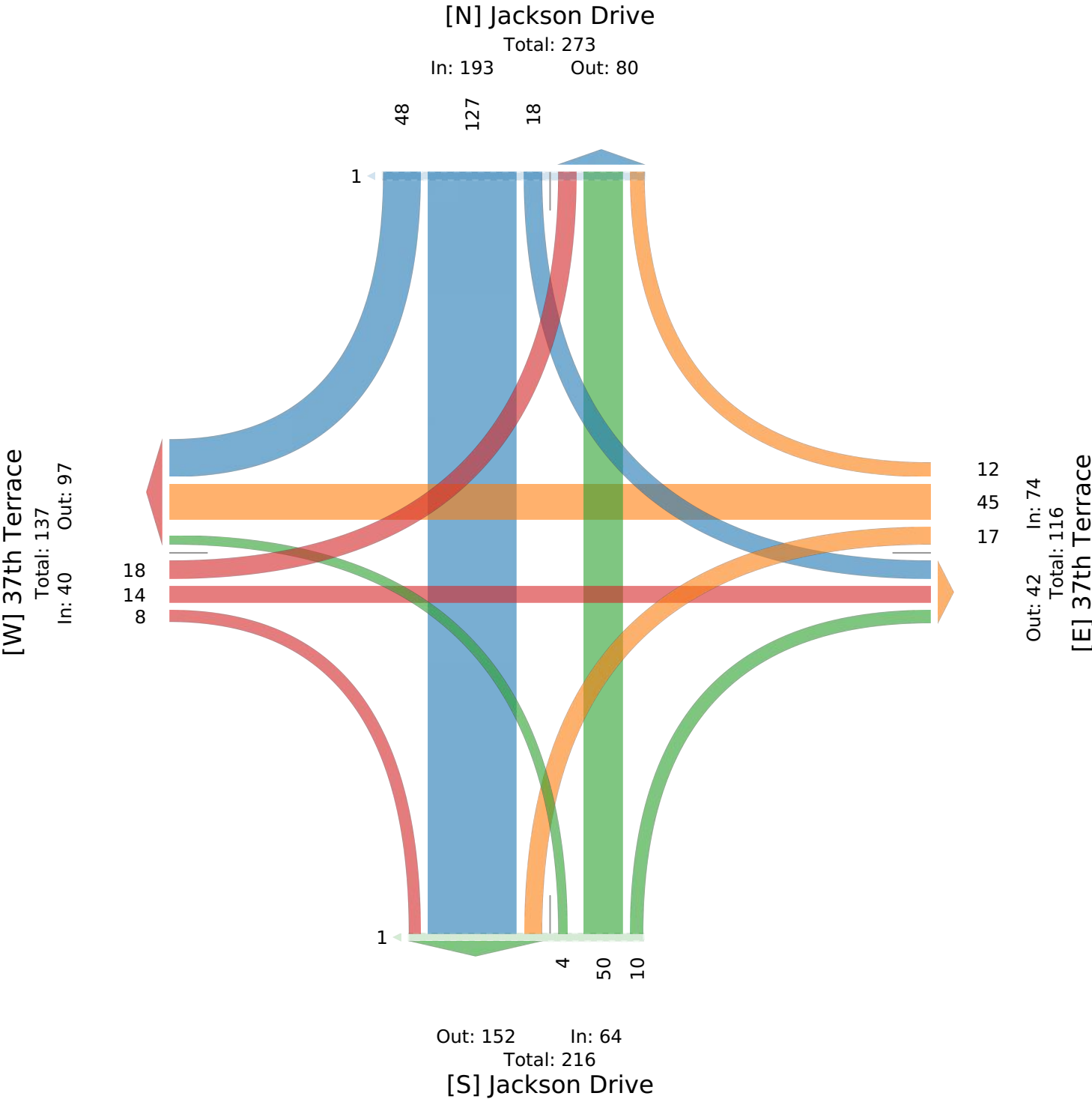
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks,
Pedestrians, Bicycles on Crosswalk)

All Movements

ID: 1177141, Location: 39.051366, -94.352227



Provided by: Gewalt Hamilton Associates Inc.
625 Forest Edge Drive, Vernon Hills, IL, 60061, US



Jackson Drive & 37th Terrace - TMC

Tue Apr 23, 2024

PM Peak (4:15 PM - 5:15 PM) - Overall Peak Hour

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)

All Movements

ID: 1177141, Location: 39.051366, -94.352227



Provided by: Gewalt Hamilton Associates Inc.
625 Forest Edge Drive, Vernon Hills, IL, 60061, US

Leg Direction	Jackson Drive Southbound						37th Terrace Westbound						Jackson Drive Northbound						37th Terrace Eastbound						
Time	R	T	L	U	App	Ped*	R	T	L	U	App	Ped*	R	T	L	U	App	Ped*	R	T	L	U	App	Ped*	Int
2024-04-23 4:15PM	12	43	5	0	60	0	5	15	5	0	25	0	8	48	5	0	61	0	3	13	14	0	30	0	176
4:30PM	12	41	8	0	61	1	3	3	2	0	8	0	3	31	3	0	37	0	7	8	15	0	30	0	136
4:45PM	18	44	3	0	65	1	5	14	5	0	24	0	4	41	2	0	47	1	3	5	16	0	24	1	160
5:00PM	16	49	4	0	69	1	9	15	7	0	31	1	7	42	2	0	51	0	4	7	17	0	28	0	179
Total	58	177	20	0	255	3	22	47	19	0	88	1	22	162	12	0	196	1	17	33	62	0	112	1	651
% Approach	22.7%	69.4%	7.8%	0%	-	-	25.0%	53.4%	21.6%	0%	-	-	11.2%	82.7%	6.1%	0%	-	-	15.2%	29.5%	55.4%	0%	-	-	-
% Total	8.9%	27.2%	3.1%	0%	39.2%	-	3.4%	7.2%	2.9%	0%	13.5%	-	3.4%	24.9%	1.8%	0%	30.1%	-	2.6%	5.1%	9.5%	0%	17.2%	-	-
PHF	0.806	0.903	0.625	-	0.924	-	0.611	0.783	0.679	-	0.710	-	0.688	0.844	0.600	-	0.803	-	0.607	0.635	0.912	-	0.933	-	0.909
Lights	58	176	19	0	253	-	21	46	19	0	86	-	20	158	11	0	189	-	15	32	61	0	108	-	636
% Lights	100%	99.4%	95.0%	0%	99.2%	-	95.5%	97.9%	100%	0%	97.7%	-	90.9%	97.5%	91.7%	0%	96.4%	-	88.2%	97.0%	98.4%	0%	96.4%	-	97.7%
Articulated Trucks	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0
% Articulated Trucks	0%	0%	0%	0%	0%	-	0%	0%	0%	0%	0%	-	0%	0%	0%	0%	0%	-	0%	0%	0%	0%	0%	-	0%
Buses and Single-Unit Trucks	0	1	1	0	2	-	1	1	0	0	2	-	2	4	1	0	7	-	2	1	1	0	4	-	15
% Buses and Single-Unit Trucks	0%	0.6%	5.0%	0%	0.8%	-	4.5%	2.1%	0%	0%	2.3%	-	9.1%	2.5%	8.3%	0%	3.6%	-	11.8%	3.0%	1.6%	0%	3.6%	-	2.3%
Pedestrians	-	-	-	-	-	3	-	-	-	-	-	1	-	-	-	-	-	1	-	-	-	-	-	1	
% Pedestrians	-	-	-	-	-	100%	-	-	-	-	-	100%	-	-	-	-	-	100%	-	-	-	-	-	-	
Bicycles on Crosswalk	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	
% Bicycles on Crosswalk	-	-	-	-	-	0%	-	-	-	-	-	0%	-	-	-	-	-	0%	-	-	-	-	-	0%	

* Pedestrians and Bicycles on Crosswalk. L: Left, R: Right, T: Thru, U: U-Turn

Jackson Drive & 37th Terrace - TMC

Tue Apr 23, 2024

PM Peak (4:15 PM - 5:15 PM) - Overall Peak Hour

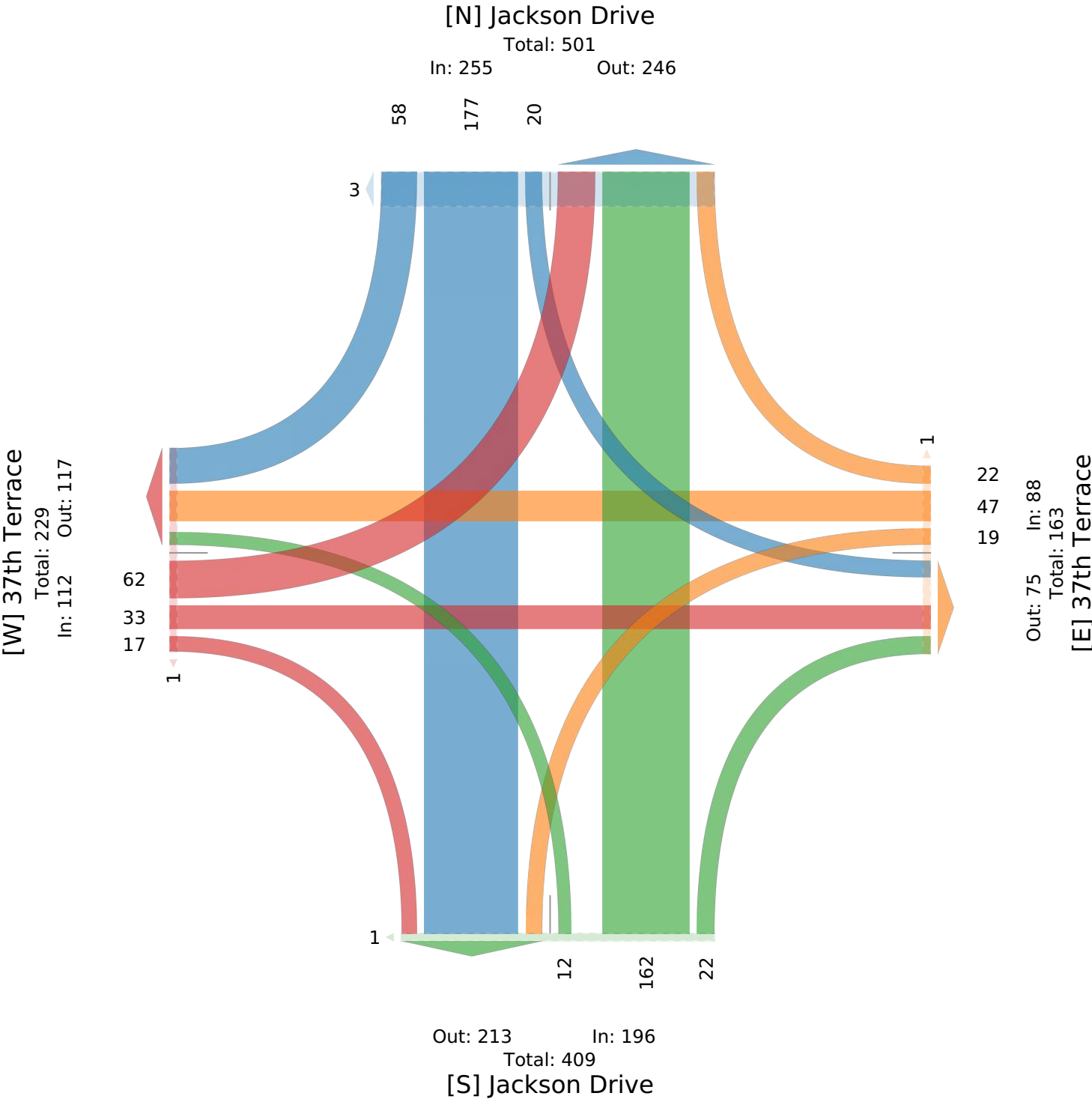
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks,
Pedestrians, Bicycles on Crosswalk)

All Movements

ID: 1177141, Location: 39.051366, -94.352227



Provided by: Gewalt Hamilton Associates Inc.
625 Forest Edge Drive, Vernon Hills, IL, 60061, US



37th Terrace & Sunterra Springs East Drive - TMC

Tue Apr 23, 2024

Full Length (7 AM-9 AM, 4 PM-6 PM)

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks,
Pedestrians, Bicycles on Crosswalk)

All Movements

ID: 1177142, Location: 39.050914, -94.353823



Provided by: Gewalt Hamilton Associates Inc.
625 Forest Edge Drive, Vernon Hills, IL, 60061, US

Leg Direction	Sunterra Springs East Drive Southbound							37th Terrace Westbound							Driveway Northbound							37th Terrace Eastbound							
Time	R	T	L	U	App	Ped*		R	T	L	U	App	Ped*		R	T	L	U	App	Ped*		R	T	L	U	App	Ped*		Int
2024-04-23 7:00AM	0	0	0	0	0	1		1	12	0	0	13	0		1	0	0	0	1	0		0	6	0	0	6	0		20
7:15AM	1	0	0	0	1	0		0	22	0	0	22	0		1	0	0	0	1	0		0	16	2	0	18	0		42
7:30AM	0	0	0	0	0	0		0	25	1	0	26	0		1	1	1	0	3	0		0	8	1	0	9	0		38
7:45AM	1	0	0	0	1	1		0	26	0	0	26	0		0	0	1	0	1	0		0	7	4	0	11	0		39
Hourly Total	2	0	0	0	2	2		1	85	1	0	87	0		3	1	2	0	6	0		0	37	7	0	44	0		139
8:00AM	0	0	0	0	0	0		0	21	0	0	21	0		0	1	0	0	1	0		0	7	0	0	7	0		29
8:15AM	0	0	0	0	0	0		1	12	1	0	14	0		0	0	0	0	0	0		1	8	0	0	9	0		23
8:30AM	0	0	0	0	0	0		0	21	1	0	22	0		1	0	1	0	2	0		0	10	0	0	10	0		34
8:45AM	0	0	0	0	0	0		4	24	1	0	29	0		2	0	0	0	2	0		0	6	1	0	7	0		38
Hourly Total	0	0	0	0	0	0		5	78	3	0	86	0		3	1	1	0	5	0		1	31	1	0	33	0		124
4:00PM	0	0	1	0	1	0		2	16	2	0	20	0		9	0	0	0	9	0		1	25	1	0	27	0		57
4:15PM	1	0	1	0	2	0		3	28	2	0	33	0		6	0	1	0	7	0		1	21	0	0	22	0		64
4:30PM	0	0	0	0	0	0		2	13	5	0	20	0		8	0	3	0	11	0		1	23	0	0	24	0		55
4:45PM	0	0	2	0	2	0		1	24	8	0	33	0		7	0	0	0	7	0		1	15	0	0	16	0		58
Hourly Total	1	0	4	0	5	0		8	81	17	0	106	0		30	0	4	0	34	0		4	84	1	0	89	0		234
5:00PM	0	0	2	0	2	0		1	33	0	0	34	0		8	0	1	0	9	0		0	21	1	0	22	0		67
5:15PM	2	1	3	0	6	0		0	24	5	0	29	0		7	0	2	0	9	0		2	17	0	0	19	0		63
5:30PM	0	0	0	0	0	0		3	18	6	0	27	0		12	0	1	0	13	0		0	15	2	0	17	0		57
5:45PM	0	0	0	0	0	0		1	28	5	0	34	0		8	0	3	0	11	0		1	13	0	0	14	0		59
Hourly Total	2	1	5	0	8	0		5	103	16	0	124	0		35	0	7	0	42	0		3	66	3	0	72	0		246
Total	5	1	9	0	15	2		19	347	37	0	403	0		71	2	14	0	87	0		8	218	12	0	238	0		743
% Approach	33.3%	6.7%	60.0%	0%	-	-		4.7%	86.1%	9.2%	0%	-	-		81.6%	2.3%	16.1%	0%	-	-		3.4%	91.6%	5.0%	0%	-	-		-
% Total	0.7%	0.1%	1.2%	0%	2.0%	-		2.6%	46.7%	5.0%	0%	54.2%	-		9.6%	0.3%	1.9%	0%	11.7%	-		1.1%	29.3%	1.6%	0%	32.0%	-		-
Lights	5	1	9	0	15	-		19	338	37	0	394	-		71	2	13	0	86	-		8	211	12	0	231	-		726
% Lights	100%	100%	100%	0%	100%	-		100%	97.4%	100%	0%	97.8%	-		100%	100%	92.9%	0%	98.9%	-		100%	96.8%	100%	0%	97.1%	-		97.7%
Articulated Trucks	0	0	0	0	0	-		0	0	0	0	0	-		0	0	0	0	0	-		0	0	0	0	0	-		0
% Articulated Trucks	0%	0%	0%	0%	0%	-		0%	0%	0%	0%	0%	-		0%	0%	0%	0%	0%	-		0%	0%	0%	0%	0%	-		0%
Buses and Single-Unit Trucks	0	0	0	0	0	-		0	9	0	0	9	-		0	0	1	0	1	-		0	7	0	0	7	-		17
% Buses and Single-Unit Trucks	0%	0%	0%	0%	0%	-		0%	2.6%	0%	0%	2.2%	-		0%	0%	7.1%	0%	1.1%	-		0%	3.2%	0%	0%	2.9%	-		2.3%
Pedestrians	-	-	-	-	-	2		-	-	-	-	-	0		-	-	-	-	-	0		-	-	-	-	-	-		0
% Pedestrians	-	-	-	-	-	100%		-	-	-	-	-	-		-	-	-	-	-	-		-	-	-	-	-	-		-
Bicycles on Crosswalk	-	-	-	-	-	0		-	-	-	-	-	0		-	-	-	-	-	0		-	-	-	-	-	-		0
% Bicycles on Crosswalk	-	-	-	-	-	0%		-	-	-	-	-	-		-	-	-	-	-	-		-	-	-	-	-	-		-

* Pedestrians and Bicycles on Crosswalk. L: Left, R: Right, T: Thru, U: U-Turn

37th Terrace & Sunterra Springs East Drive - TMC

Tue Apr 23, 2024

Full Length (7 AM-9 AM, 4 PM-6 PM)

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks,
Pedestrians, Bicycles on Crosswalk)

All Movements

ID: 1177142, Location: 39.050914, -94.353823



Provided by: Gewalt Hamilton Associates Inc.
625 Forest Edge Drive, Vernon Hills, IL, 60061, US

[N] Sunterra Springs East Drive

Total: 48

In: 15 Out: 33

5 1 9

2

[W] 37th Terrace

Total: 604

In: 238 Out: 366

12
218
8

19
347
37

Out: 298 In: 403

Total: 701

[E] 37th Terrace

14 2 71

Out: 46 In: 87

Total: 133

[S] Driveway

37th Terrace & Sunterra Springs East Drive - TMC

Tue Apr 23, 2024

AM Peak (7:15 AM - 8:15 AM)

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)

All Movements

ID: 1177142, Location: 39.050914, -94.353823



Provided by: Gewalt Hamilton Associates Inc.
625 Forest Edge Drive, Vernon Hills, IL, 60061, US

Leg Direction	Suntterra Springs East Drive Southbound							37th Terrace Westbound							Driveway Northbound							37th Terrace Eastbound							
Time	R	T	L	U	App	Ped*		R	T	L	U	App	Ped*		R	T	L	U	App	Ped*		R	T	L	U	App	Ped*	Int	
2024-04-23 7:15AM	1	0	0	0	1	0		0	22	0	0	22	0		1	0	0	0	1	0		0	16	2	0	18	0		42
7:30AM	0	0	0	0	0	0		0	25	1	0	26	0		1	1	1	0	3	0		0	8	1	0	9	0		38
7:45AM	1	0	0	0	1	1		0	26	0	0	26	0		0	0	1	0	1	0		0	7	4	0	11	0		39
8:00AM	0	0	0	0	0	0		0	21	0	0	21	0		0	1	0	0	1	0		0	7	0	0	7	0		29
Total	2	0	0	0	2	1		0	94	1	0	95	0		2	2	2	0	6	0		0	38	7	0	45	0		148
% Approach	100%	0%	0%	0%	-	-		0%	98.9%	1.1%	0%	-	-		33.3%	33.3%	33.3%	0%	-	-		0%	84.4%	15.6%	0%	-	-		-
% Total	1.4%	0%	0%	0%	1.4%	-		0%	63.5%	0.7%	0%	64.2%	-		1.4%	1.4%	1.4%	0%	4.1%	-		0%	25.7%	4.7%	0%	30.4%	-		-
PHF	0.500	-	-	-	0.500	-		-	0.904	0.250	-	0.913	-		0.500	0.500	0.500	-	0.500	-		-	0.594	0.438	-	0.625	-		0.881
Lights	2	0	0	0	2	-		0	94	1	0	95	-		2	2	2	0	6	-		0	36	7	0	43	-		146
% Lights	100%	0%	0%	0%	100%	-		0%	100%	100%	0%	100%	-		100%	100%	100%	0%	100%	-		0%	94.7%	100%	0%	95.6%	-		98.6%
Articulated Trucks	0	0	0	0	0	-		0	0	0	0	0	-		0	0	0	0	0	-		0	0	0	0	0	-		0
% Articulated Trucks	0%	0%	0%	0%	0%	-		0%	0%	0%	0%	0%	-		0%	0%	0%	0%	0%	-		0%	0%	0%	0%	0%	-		0%
Buses and Single-Unit Trucks	0	0	0	0	0	-		0	0	0	0	0	-		0	0	0	0	0	-		0	2	0	0	2	-		2
% Buses and Single-Unit Trucks	0%	0%	0%	0%	0%	-		0%	0%	0%	0%	0%	-		0%	0%	0%	0%	0%	-		0%	5.3%	0%	0%	4.4%	-		1.4%
Pedestrians	-	-	-	-	-	1		-	-	-	-	-	0		-	-	-	-	-	0		-	-	-	-	-	0		
% Pedestrians	-	-	-	-	-	100%		-	-	-	-	-	-		-	-	-	-	-	-		-	-	-	-	-	-		-
Bicycles on Crosswalk	-	-	-	-	-	0		-	-	-	-	-	0		-	-	-	-	-	0		-	-	-	-	-	0		
% Bicycles on Crosswalk	-	-	-	-	-	0%		-	-	-	-	-	-		-	-	-	-	-	-		-	-	-	-	-	-		-

*Pedestrians and Bicycles on Crosswalk. L: Left, R: Right, T: Thru, U: U-Turn

37th Terrace & Sunterra Springs East Drive - TMC
Tue Apr 23, 2024
AM Peak (7:15 AM - 8:15 AM)
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks,
Pedestrians, Bicycles on Crosswalk)
All Movements
ID: 1177142, Location: 39.050914, -94.353823

[N] Sunterra Springs East Drive

Total: 11
In: 2 Out: 9

2

1

[W] 37th Terrace

Total: 143
In: 45 Out: 98

7
38

94
1

Out: 40 In: 95
Total: 135
[E] 37th Terrace

Out: 1 In: 6
Total: 7
[S] Driveway

37th Terrace & Sunterra Springs East Drive - TMC

Tue Apr 23, 2024

PM Peak (5 PM - 6 PM) - Overall Peak Hour

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks,
Pedestrians, Bicycles on Crosswalk)

All Movements

ID: 1177142, Location: 39.050914, -94.353823



Provided by: Gewalt Hamilton Associates Inc.
625 Forest Edge Drive, Vernon Hills, IL, 60061, US

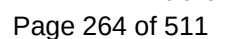
Leg Direction	Sunterra Springs East Drive Southbound						37th Terrace Westbound						Driveway Northbound						37th Terrace Eastbound						
Time	R	T	L	U	App	Ped*	R	T	L	U	App	Ped*	R	T	L	U	App	Ped*	R	T	L	U	App	Ped*	Int
2024-04-23 5:00PM	0	0	2	0	2	0	1	33	0	0	34	0	8	0	1	0	9	0	0	21	1	0	22	0	67
5:15PM	2	1	3	0	6	0	0	24	5	0	29	0	7	0	2	0	9	0	2	17	0	0	19	0	63
5:30PM	0	0	0	0	0	0	3	18	6	0	27	0	12	0	1	0	13	0	0	15	2	0	17	0	57
5:45PM	0	0	0	0	0	0	1	28	5	0	34	0	8	0	3	0	11	0	1	13	0	0	14	0	59
Total	2	1	5	0	8	0	5	103	16	0	124	0	35	0	7	0	42	0	3	66	3	0	72	0	246
% Approach	25.0%	12.5%	62.5%	0%	-	-	4.0%	83.1%	12.9%	0%	-	-	83.3%	0%	16.7%	0%	-	-	4.2%	91.7%	4.2%	0%	-	-	-
% Total	0.8%	0.4%	2.0%	0%	3.3%	-	2.0%	41.9%	6.5%	0%	50.4%	-	14.2%	0%	2.8%	0%	17.1%	-	1.2%	26.8%	1.2%	0%	29.3%	-	-
PHF	0.250	0.250	0.417	-	0.333	-	0.417	0.780	0.667	-	0.912	-	0.729	-	0.583	-	0.808	-	0.375	0.786	0.375	-	0.818	-	0.918
Lights	2	1	5	0	8	-	5	102	16	0	123	-	35	0	6	0	41	-	3	65	3	0	71	-	243
% Lights	100%	100%	100%	0%	100%	-	100%	99.0%	100%	0%	99.2%	-	100%	0%	85.7%	0%	97.6%	-	100%	98.5%	100%	0%	98.6%	-	98.8%
Articulated Trucks	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0
% Articulated Trucks	0%	0%	0%	0%	0%	-	0%	0%	0%	0%	0%	-	0%	0%	0%	0%	0%	-	0%	0%	0%	0%	0%	-	0%
Buses and Single-Unit Trucks	0	0	0	0	0	-	0	1	0	0	1	-	0	0	1	0	1	-	0	1	0	0	1	-	3
% Buses and Single-Unit Trucks	0%	0%	0%	0%	0%	-	0%	1.0%	0%	0%	0.8%	-	0%	0%	14.3%	0%	2.4%	-	0%	1.5%	0%	0%	1.4%	-	1.2%
Pedestrians	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-
% Pedestrians	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Bicycles on Crosswalk	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-
% Bicycles on Crosswalk	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

*Pedestrians and Bicycles on Crosswalk. L: Left, R: Right, T: Thru, U: U-Turn

ID: 1177142, Location: 39.050914, -94.353823



Total: 16
In: 8 Out: 8



Arrowhead Avenue & 37th Terrace - TMC

Tue Apr 23, 2024

Full Length (7 AM-9 AM, 4 PM-6 PM)

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)

All Movements

ID: 1177143, Location: 39.050331, -94.359381



Provided by: Gewalt Hamilton Associates Inc.
625 Forest Edge Drive, Vernon Hills, IL, 60061, US

Leg Direction	North Southbound						37th Terrace Westbound						Arrowhead Avenue Northbound						37th Terrace Eastbound						
Time	R	T	L	U	App	Ped*	R	T	L	U	App	Ped*	R	T	L	U	App	Ped*	R	T	L	U	App	Ped*	Int
2024-04-23 7:00AM	0	5	0	0	5	0	0	5	20	0	25	1	7	2	0	0	9	0	0	0	0	0	0	0	39
7:15AM	0	4	1	0	5	0	1	13	21	0	35	0	16	1	1	0	18	0	0	0	0	0	0	0	58
7:30AM	0	1	0	0	1	0	0	15	23	0	38	0	7	2	5	0	14	0	0	2	0	0	2	0	55
7:45AM	1	3	1	0	5	0	1	7	34	0	42	0	9	4	3	0	16	0	0	0	1	0	1	0	64
Hourly Total	1	13	2	0	16	0	2	40	98	0	140	1	39	9	9	0	57	0	0	2	1	0	3	0	216
8:00AM	0	9	0	0	9	0	1	7	19	0	27	0	12	4	5	0	21	0	0	0	1	0	1	0	58
8:15AM	0	6	0	0	6	0	0	10	18	0	28	0	11	6	8	0	25	0	1	0	1	0	2	0	61
8:30AM	0	3	0	0	3	1	0	9	24	0	33	1	8	2	0	0	10	0	1	1	0	0	2	0	48
8:45AM	0	2	0	0	2	0	3	9	25	0	37	0	16	1	8	0	25	0	0	0	0	0	0	0	64
Hourly Total	0	20	0	0	20	1	4	35	86	0	125	1	47	13	21	0	81	0	2	1	2	0	5	0	231
4:00PM	1	1	0	0	2	1	1	6	16	0	23	0	28	3	0	0	31	0	1	7	1	0	9	2	65
4:15PM	4	1	0	0	5	0	0	1	37	0	38	0	25	1	3	0	29	0	0	5	0	0	5	0	77
4:30PM	1	6	2	0	9	0	3	5	17	0	25	0	22	5	0	0	27	2	4	6	4	0	14	0	75
4:45PM	0	2	1	0	3	4	1	10	25	0	36	0	25	1	2	0	28	0	3	4	2	0	9	4	76
Hourly Total	6	10	3	0	19	5	5	22	95	0	122	0	100	10	5	0	115	2	8	22	7	0	37	6	293
5:00PM	0	1	1	0	2	0	1	8	27	0	36	0	28	5	1	0	34	0	2	3	0	0	5	0	77
5:15PM	0	5	2	0	7	2	1	8	21	0	30	0	19	4	2	0	25	0	1	5	0	0	6	0	68
5:30PM	0	2	0	0	2	1	0	3	19	0	22	0	21	1	0	0	22	2	2	3	0	0	5	0	51
5:45PM	0	3	0	0	3	1	0	9	28	0	37	1	32	6	1	0	39	0	3	4	0	0	7	0	86
Hourly Total	0	11	3	0	14	4	2	28	95	0	125	1	100	16	4	0	120	2	8	15	0	0	23	0	282
Total	7	54	8	0	69	10	13	125	374	0	512	3	286	48	39	0	373	4	18	40	10	0	68	6	1022
% Approach	10.1%	78.3%	11.6%	0%	-	-	2.5%	24.4%	73.0%	0%	-	-	76.7%	12.9%	10.5%	0%	-	-	26.5%	58.8%	14.7%	0%	-	-	-
% Total	0.7%	5.3%	0.8%	0%	6.8%	-	1.3%	12.2%	36.6%	0%	50.1%	-	28.0%	4.7%	3.8%	0%	36.5%	-	1.8%	3.9%	1.0%	0%	6.7%	-	-
Lights	7	51	8	0	66	-	12	125	365	0	502	-	280	47	38	0	365	-	18	39	10	0	67	-	1000
% Lights	100%	94.4%	100%	0%	95.7%	-	92.3%	100%	97.6%	0%	98.0%	-	97.9%	97.9%	97.4%	0%	97.9%	-	100%	97.5%	100%	0%	98.5%	-	97.8%
Articulated Trucks	0	1	0	0	1	-	0	0	0	0	0	-	0	0	1	0	1	-	0	0	0	0	0	-	2
% Articulated Trucks	0%	1.9%	0%	0%	1.4%	-	0%	0%	0%	0%	0%	-	0%	0%	2.6%	0%	0.3%	-	0%	0%	0%	0%	0%	-	0.2%
Buses and Single-Unit Trucks	0	2	0	0	2	-	1	0	9	0	10	-	6	1	0	0	7	-	0	1	0	0	1	-	20
% Buses and Single-Unit Trucks	0%	3.7%	0%	0%	2.9%	-	7.7%	0%	2.4%	0%	2.0%	-	2.1%	2.1%	0%	0%	1.9%	-	0%	2.5%	0%	0%	1.5%	-	2.0%
Pedestrians	-	-	-	-	-	10	-	-	-	-	-	3	-	-	-	-	-	4	-	-	-	-	-	6	
% Pedestrians	-	-	-	-	-	100%	-	-	-	-	-	100%	-	-	-	-	-	100%	-	-	-	-	-	-	100%
Bicycles on Crosswalk	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	
% Bicycles on Crosswalk	-	-	-	-	-	0%	-	-	-	-	-	0%	-	-	-	-	-	0%	-	-	-	-	-	0%	-

*Pedestrians and Bicycles on Crosswalk. L: Left, R: Right, T: Thru, U: U-Turn

Arrowhead Avenue & 37th Terrace - TMC

Tue Apr 23, 2024

Full Length (7 AM-9 AM, 4 PM-6 PM)

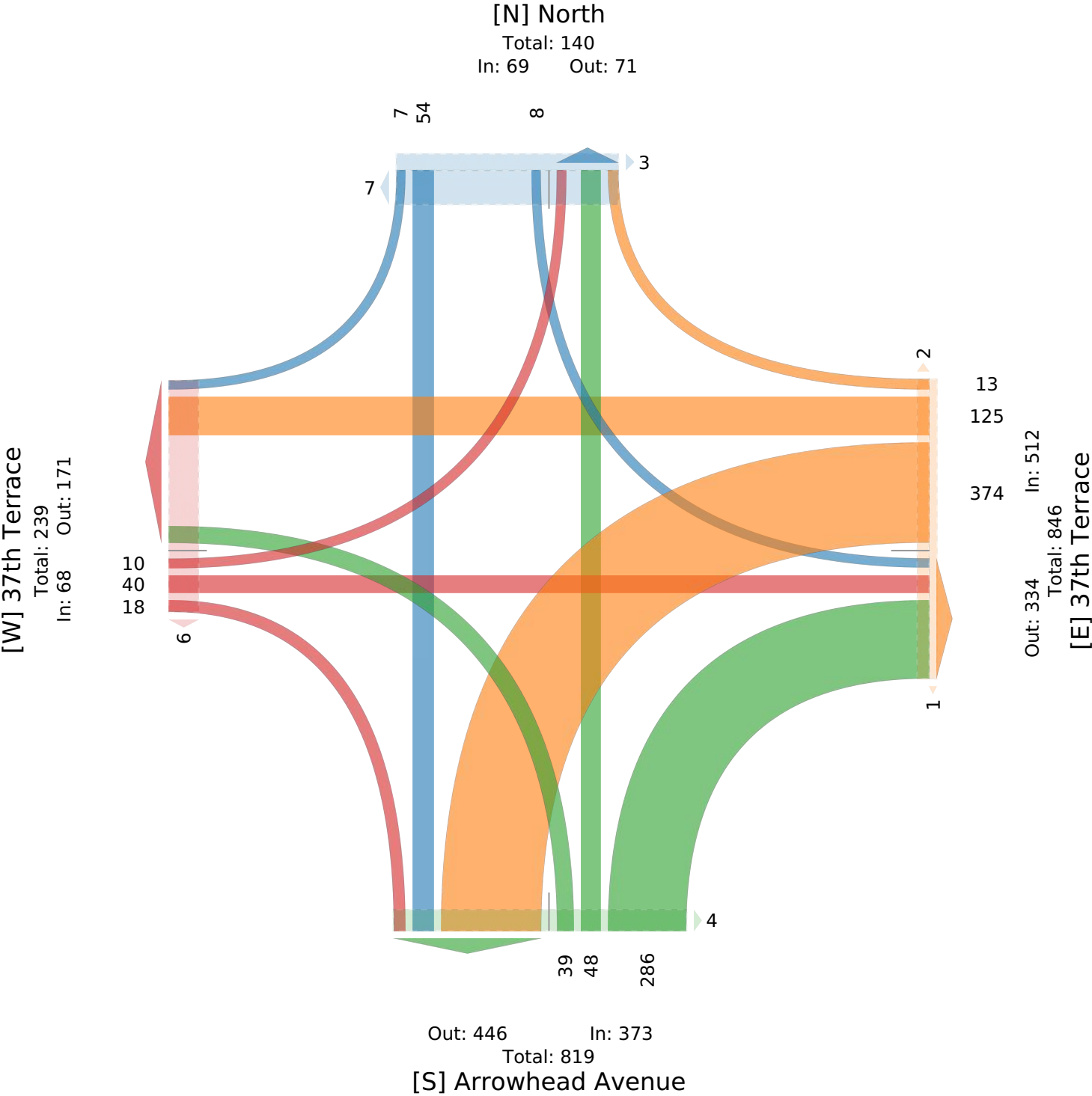
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks,
Pedestrians, Bicycles on Crosswalk)

All Movements

ID: 1177143, Location: 39.050331, -94.359381



Provided by: Gewalt Hamilton Associates Inc.
625 Forest Edge Drive, Vernon Hills, IL, 60061, US



Arrowhead Avenue & 37th Terrace - TMC

Tue Apr 23, 2024

AM Peak (7:30 AM - 8:30 AM)

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks,
Pedestrians, Bicycles on Crosswalk)

All Movements

ID: 1177143, Location: 39.050331, -94.359381

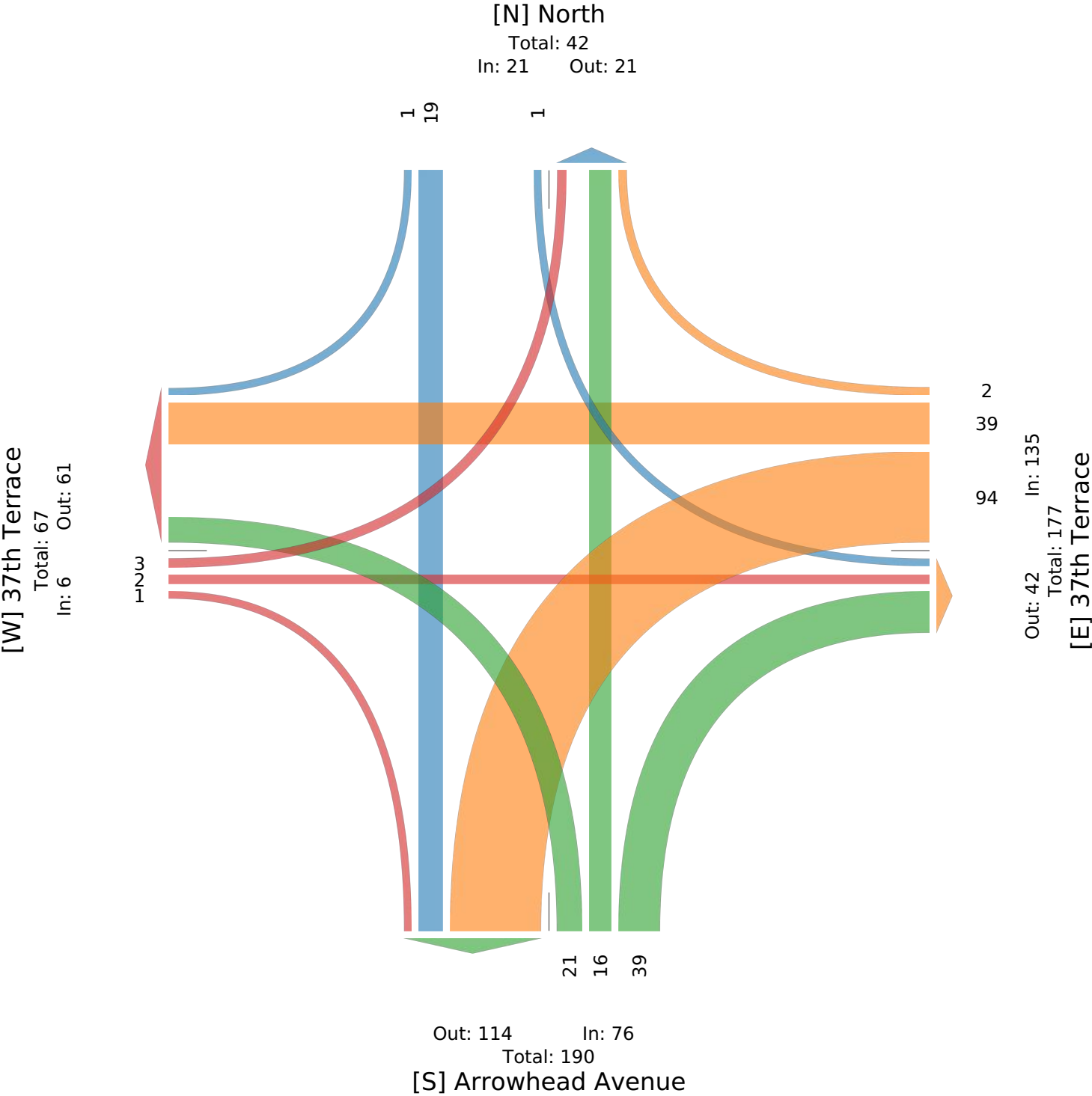


Provided by: Gewalt Hamilton Associates Inc.
625 Forest Edge Drive, Vernon Hills, IL, 60061, US

Leg Direction	North Southbound						37th Terrace Westbound						Arrowhead Avenue Northbound						37th Terrace Eastbound						
Time	R	T	L	U	App	Ped*	R	T	L	U	App	Ped*	R	T	L	U	App	Ped*	R	T	L	U	App	Ped*	Int
2024-04-23 7:30AM	0	1	0	0	1	0	0	15	23	0	38	0	7	2	5	0	14	0	0	2	0	0	2	0	55
7:45AM	1	3	1	0	5	0	1	7	34	0	42	0	9	4	3	0	16	0	0	0	1	0	1	0	64
8:00AM	0	9	0	0	9	0	1	7	19	0	27	0	12	4	5	0	21	0	0	0	1	0	1	0	58
8:15AM	0	6	0	0	6	0	0	10	18	0	28	0	11	6	8	0	25	0	1	0	1	0	2	0	61
Total	1	19	1	0	21	0	2	39	94	0	135	0	39	16	21	0	76	0	1	2	3	0	6	0	238
% Approach	4.8%	90.5%	4.8%	0%	-	-	1.5%	28.9%	69.6%	0%	-	-	51.3%	21.1%	27.6%	0%	-	-	16.7%	33.3%	50.0%	0%	-	-	-
% Total	0.4%	8.0%	0.4%	0%	8.8%	-	0.8%	16.4%	39.5%	0%	56.7%	-	16.4%	6.7%	8.8%	0%	31.9%	-	0.4%	0.8%	1.3%	0%	2.5%	-	-
PHF	0.250	0.528	0.250	-	0.583	-	0.500	0.650	0.691	-	0.804	-	0.813	0.667	0.656	-	0.760	-	0.250	0.250	0.750	-	0.750	-	0.930
Lights	1	18	1	0	20	-	2	39	93	0	134	-	37	15	21	0	73	-	1	1	3	0	5	-	232
% Lights	100%	94.7%	100%	0%	95.2%	-	100%	100%	98.9%	0%	99.3%	-	94.9%	93.8%	100%	0%	96.1%	-	100%	50.0%	100%	0%	83.3%	-	97.5%
Articulated Trucks	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0
% Articulated Trucks	0%	0%	0%	0%	0%	-	0%	0%	0%	0%	0%	-	0%	0%	0%	0%	0%	-	0%	0%	0%	0%	0%	-	0%
Buses and Single-Unit Trucks	0	1	0	0	1	-	0	0	1	0	1	-	2	1	0	0	3	-	0	1	0	0	1	-	6
% Buses and Single-Unit Trucks	0%	5.3%	0%	0%	4.8%	-	0%	0%	1.1%	0%	0.7%	-	5.1%	6.3%	0%	0%	3.9%	-	0%	50.0%	0%	0%	16.7%	-	2.5%
Pedestrians	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-
% Pedestrians	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Bicycles on Crosswalk	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-
% Bicycles on Crosswalk	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

*Pedestrians and Bicycles on Crosswalk. L: Left, R: Right, T: Thru, U: U-Turn

Arrowhead Avenue & 37th Terrace - TMC
Tue Apr 23, 2024
AM Peak (7:30 AM - 8:30 AM)
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks,
Pedestrians, Bicycles on Crosswalk)
All Movements
ID: 1177143, Location: 39.050331, -94.359381



Arrowhead Avenue & 37th Terrace - TMC

Tue Apr 23, 2024

PM Peak (4:15 PM - 5:15 PM) - Overall Peak Hour

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)

All Movements

ID: 1177143, Location: 39.050331, -94.359381



Provided by: Gewalt Hamilton Associates Inc.
625 Forest Edge Drive, Vernon Hills, IL, 60061, US

Leg Direction	North Southbound						37th Terrace Westbound						Arrowhead Avenue Northbound						37th Terrace Eastbound						
Time	R	T	L	U	App	Ped*	R	T	L	U	App	Ped*	R	T	L	U	App	Ped*	R	T	L	U	App	Ped*	Int
2024-04-23 4:15PM	4	1	0	0	5	0	0	1	37	0	38	0	25	1	3	0	29	0	0	5	0	0	5	0	77
4:30PM	1	6	2	0	9	0	3	5	17	0	25	0	22	5	0	0	27	2	4	6	4	0	14	0	75
4:45PM	0	2	1	0	3	4	1	10	25	0	36	0	25	1	2	0	28	0	3	4	2	0	9	4	76
5:00PM	0	1	1	0	2	0	1	8	27	0	36	0	28	5	1	0	34	0	2	3	0	0	5	0	77
Total	5	10	4	0	19	4	5	24	106	0	135	0	100	12	6	0	118	2	9	18	6	0	33	4	305
% Approach	26.3%	52.6%	21.1%	0%	-	-	3.7%	17.8%	78.5%	0%	-	-	84.7%	10.2%	5.1%	0%	-	-	27.3%	54.5%	18.2%	0%	-	-	-
% Total	1.6%	3.3%	1.3%	0%	6.2%	-	1.6%	7.9%	34.8%	0%	44.3%	-	32.8%	3.9%	2.0%	0%	38.7%	-	3.0%	5.9%	2.0%	0%	10.8%	-	-
PHF	0.313	0.417	0.500	-	0.528	-	0.417	0.600	0.716	-	0.888	-	0.893	0.600	0.500	-	0.868	-	0.563	0.750	0.375	-	0.589	-	0.990
Lights	5	8	4	0	17	-	4	24	103	0	131	-	98	12	5	0	115	-	9	18	6	0	33	-	296
% Lights	100%	80.0%	100%	0%	89.5%	-	80.0%	100%	97.2%	0%	97.0%	-	98.0%	100%	83.3%	0%	97.5%	-	100%	100%	100%	0%	100%	-	97.0%
Articulated Trucks	0	1	0	0	1	-	0	0	0	0	0	-	0	0	1	0	1	-	0	0	0	0	0	-	2
% Articulated Trucks	0%	10.0%	0%	0%	5.3%	-	0%	0%	0%	0%	0%	-	0%	0%	16.7%	0%	0.8%	-	0%	0%	0%	0%	0%	-	0.7%
Buses and Single-Unit Trucks	0	1	0	0	1	-	1	0	3	0	4	-	2	0	0	0	2	-	0	0	0	0	0	-	7
% Buses and Single-Unit Trucks	0%	10.0%	0%	0%	5.3%	-	20.0%	0%	2.8%	0%	3.0%	-	2.0%	0%	0%	0%	1.7%	-	0%	0%	0%	0%	0%	-	2.3%
Pedestrians	-	-	-	-	-	4	-	-	-	-	-	0	-	-	-	-	-	2	-	-	-	-	-	4	
% Pedestrians	-	-	-	-	-	100%	-	-	-	-	-	-	-	-	-	-	-	100%	-	-	-	-	-	100%	-
Bicycles on Crosswalk	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	
% Bicycles on Crosswalk	-	-	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	0%	-	-	-	-	-	0%	-

*Pedestrians and Bicycles on Crosswalk. L: Left, R: Right, T: Thru, U: U-Turn

Arrowhead Avenue & 37th Terrace - TMC

Tue Apr 23, 2024

PM Peak (4:15 PM - 5:15 PM) - Overall Peak Hour

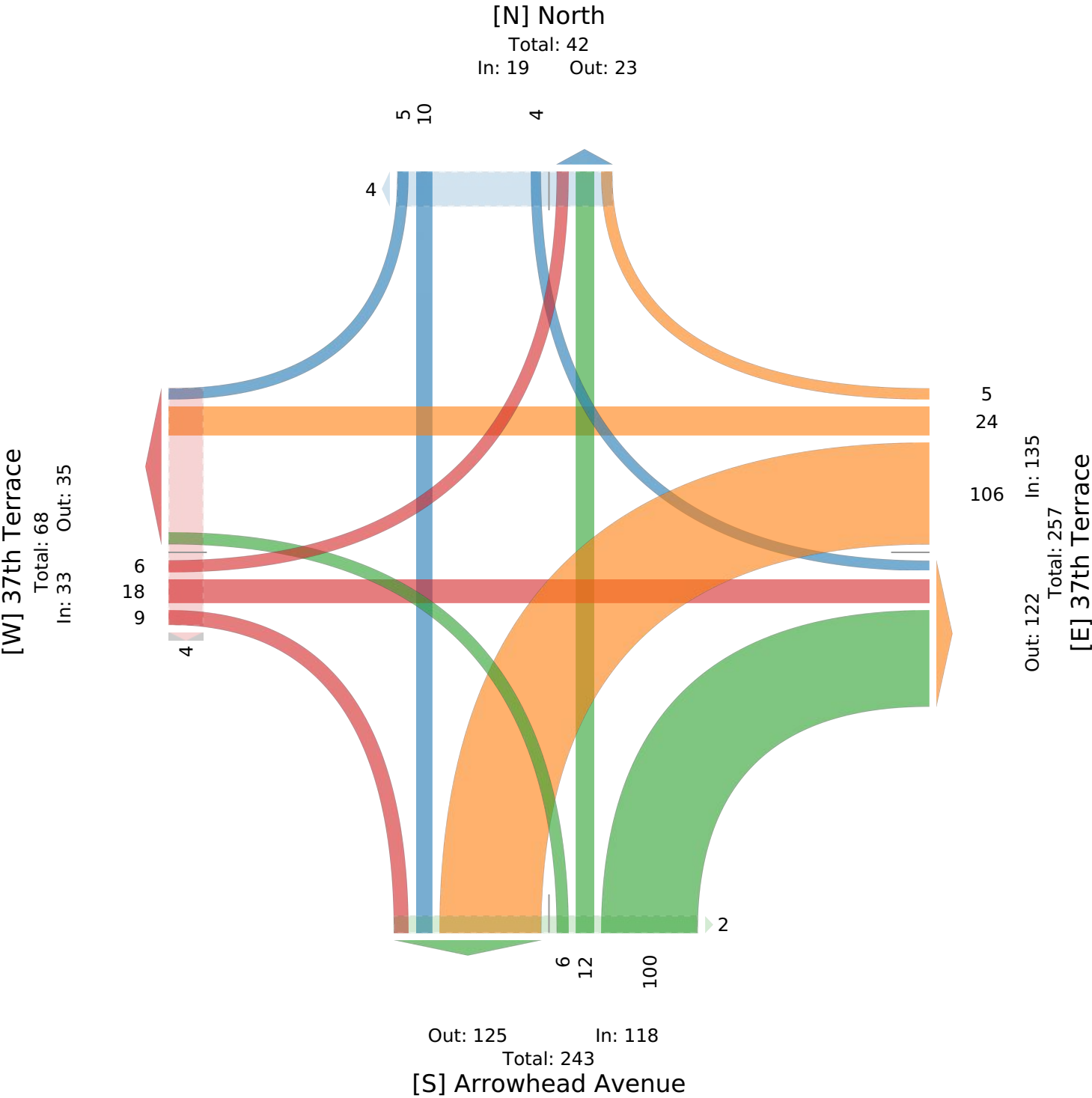
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks,
Pedestrians, Bicycles on Crosswalk)

All Movements

ID: 1177143, Location: 39.050331, -94.359381



Provided by: Gewalt Hamilton Associates Inc.
625 Forest Edge Drive, Vernon Hills, IL, 60061, US



Multifamily Housing (Low-Rise) Not Close to Rail Transit (220)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 59

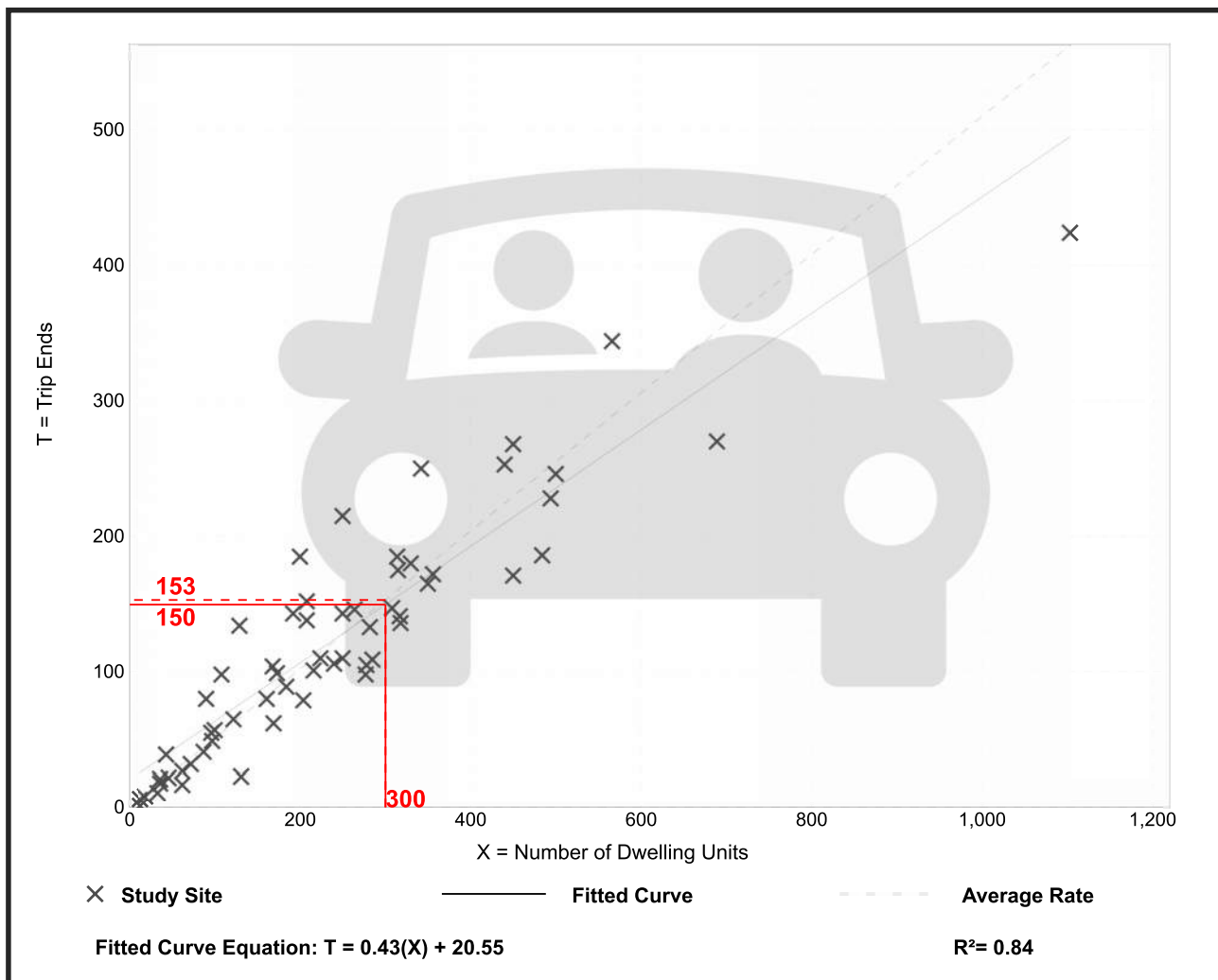
Avg. Num. of Dwelling Units: 241

Directional Distribution: 63% entering, 37% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.51	0.08 - 1.04	0.15

Data Plot and Equation



Calculated Trip Ends:

Average Rate: 153 (Total), 96 (Entry), 57 (Exit)

Fitted Curve: 150 (Total), 94 (Entry), 56 (Exit)

Multifamily Housing (Low-Rise) Not Close to Rail Transit (220)

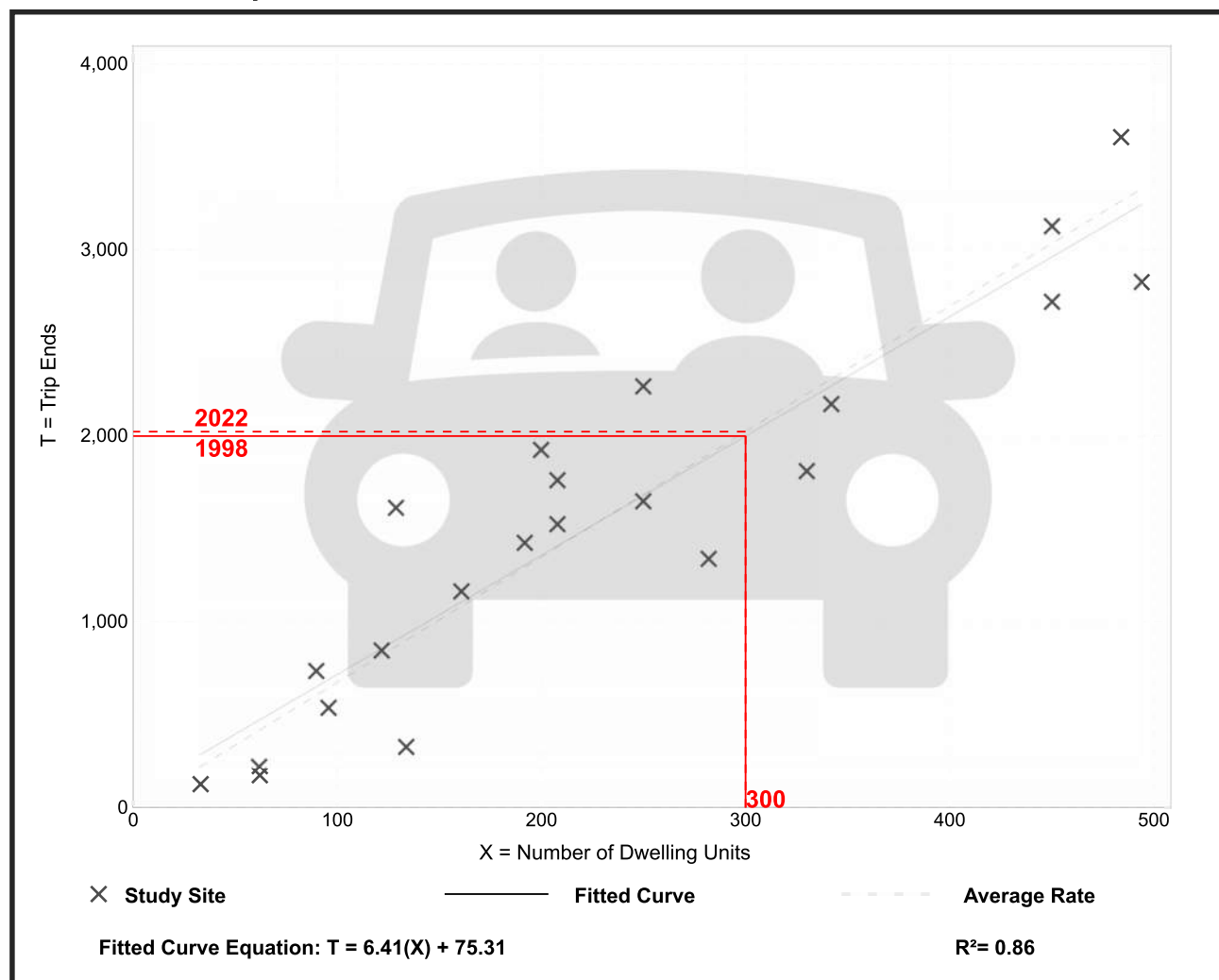
Vehicle Trip Ends vs: Dwelling Units
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 22
Avg. Num. of Dwelling Units: 229
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
6.74	2.46 - 12.50	1.79

Data Plot and Equation



Calculated Trip Ends:

Average Rate: 2022 (Total), 1011 (Entry), 1011 (Exit)

Fitted Curve: 1998 (Total), 999 (Entry), 999 (Exit)

Multifamily Housing (Low-Rise) Not Close to Rail Transit (220)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 49

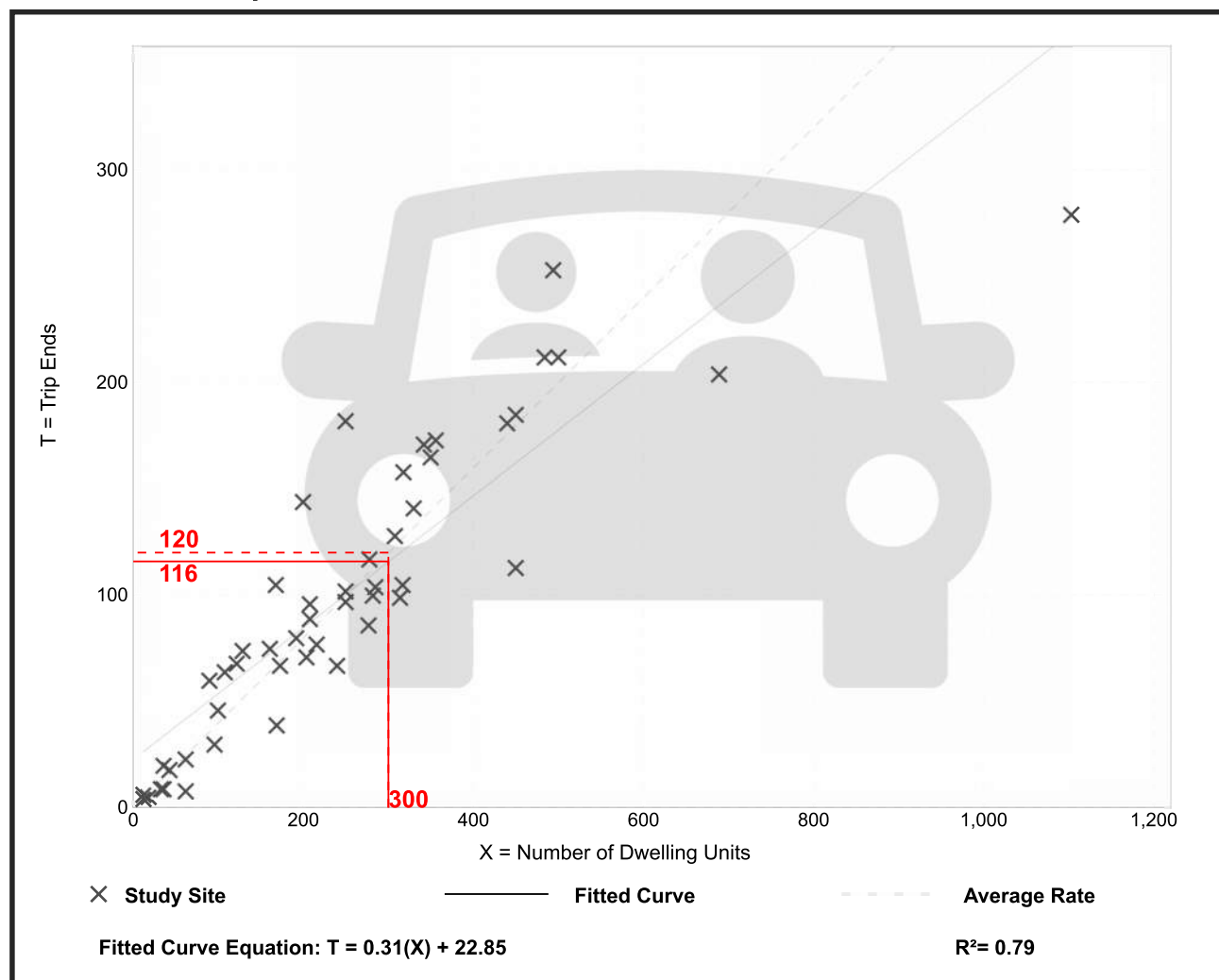
Avg. Num. of Dwelling Units: 249

Directional Distribution: 24% entering, 76% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.40	0.13 - 0.73	0.12

Data Plot and Equation



Calculated Trip Ends:

Average Rate: 120 (Total), 29 (Entry), 91 (Exit)

Fitted Curve: 116 (Total), 28 (Entry), 88 (Exit)

HCM 7th Signalized Intersection Summary

2: Jackson Dr & 37th Terr

Jackson Apartments TIS

Existing AM Peak Hour

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	18	14	8	17	45	12	4	50	10	18	127	48
Future Volume (veh/h)	18	14	8	17	45	12	4	50	10	18	127	48
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1870	1796	1707	1870	1870	1781	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	21	16	9	20	52	14	5	58	12	21	148	56
Peak Hour Factor	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86
Percent Heavy Veh, %	2	7	13	2	2	8	2	2	2	2	2	2
Cap, veh/h	325	181	102	358	238	64	17	1293	260	774	1185	431
Arrive On Green	0.17	0.17	0.17	0.17	0.17	0.17	0.01	0.44	0.44	0.04	0.46	0.46
Sat Flow, veh/h	1335	1080	607	1386	1419	382	1781	2949	592	1781	2552	928
Grp Volume(v), veh/h	21	0	25	20	0	66	5	34	36	21	101	103
Grp Sat Flow(s), veh/h/ln	1335	0	1687	1386	0	1802	1781	1777	1764	1781	1777	1703
Q Serve(g_s), s	0.7	0.0	0.6	0.6	0.0	1.6	0.1	0.6	0.6	0.3	1.6	1.7
Cycle Q Clear(g_c), s	2.3	0.0	0.6	1.2	0.0	1.6	0.1	0.6	0.6	0.3	1.6	1.7
Prop In Lane	1.00		0.36	1.00		0.21	1.00		0.34	1.00		0.54
Lane Grp Cap(c), veh/h	325	0	283	358	0	302	17	779	773	774	825	791
V/C Ratio(X)	0.06	0.00	0.09	0.06	0.00	0.22	0.30	0.04	0.05	0.03	0.12	0.13
Avail Cap(c_a), veh/h	580	0	605	623	0	646	248	779	773	960	825	791
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	19.0	0.0	17.6	18.2	0.0	18.0	24.7	8.1	8.1	7.0	7.6	7.7
Incr Delay (d2), s/veh	0.1	0.0	0.1	0.1	0.0	0.4	9.6	0.1	0.1	0.0	0.3	0.3
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.2	0.0	0.2	0.2	0.0	0.6	0.1	0.2	0.2	0.1	0.6	0.6
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	19.1	0.0	17.8	18.2	0.0	18.4	34.3	8.2	8.2	7.1	7.9	8.0
LnGrp LOS	B		B	B		B	C	A	A	A	A	A
Approach Vol, veh/h	46			86			75			225		
Approach Delay, s/veh	18.4			18.4			9.9			7.9		
Approach LOS	B			B			A			A		
Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	7.8	28.0		14.4	6.5	29.3		14.4				
Change Period (Y+Rc), s	6.0	6.0		6.0	6.0	6.0		6.0				
Max Green Setting (Gmax), s	7.0	22.0		18.0	7.0	22.0		18.0				
Max Q Clear Time (g_c+I1), s	2.3	2.6		4.3	2.1	3.7		3.6				
Green Ext Time (p_c), s	0.0	0.3		0.1	0.0	1.0		0.3				
Intersection Summary												
HCM 7th Control Delay, s/veh	11.4											
HCM 7th LOS	B											

Lanes, Volumes, Timings
2: Jackson Dr & 37th Terr

Jackson Apartments TIS
Existing AM Peak Hour

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Total Delay (s/veh)	17.7	14.4		17.6	15.3		19.8	6.8		5.2	5.6	
LOS	B	B		B	B		B	A		A	A	
Approach Delay (s/veh)		15.9			15.9			7.6			5.6	
Approach LOS		B			B			A			A	
Queue Length 50th (ft)	4	3		4	11		1	3		2	8	
Queue Length 95th (ft)	21	20		20	41		9	15		8	32	
Internal Link Dist (ft)		273			543			818			694	
Turn Bay Length (ft)	150			115			90			95		
Base Capacity (vph)	519	648		538	703		268	2353		927	2332	
Starvation Cap Reductn	0	0		0	0		0	0		0	0	
Spillback Cap Reductn	0	0		0	0		0	0		0	0	
Storage Cap Reductn	0	0		0	0		0	0		0	0	
Reduced v/c Ratio	0.04	0.04		0.04	0.09		0.02	0.03		0.02	0.09	

Intersection Summary

Area Type: Other

Cycle Length: 65

Actuated Cycle Length: 46.6

Natural Cycle: 65

Control Type: Semi Act-Uncoord

Maximum v/c Ratio: 0.17

Intersection Signal Delay (s/veh): 9.1

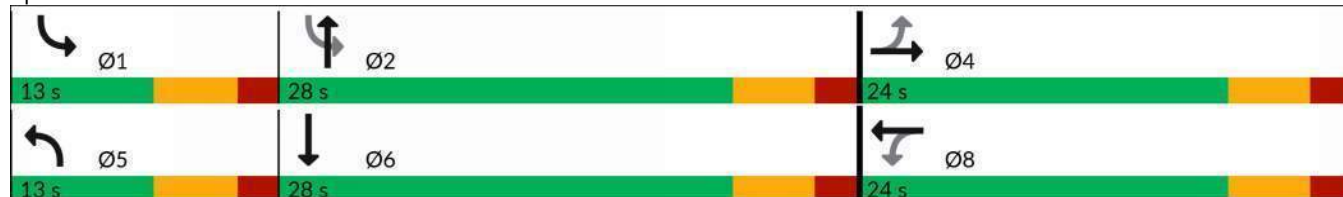
Intersection LOS: A

Intersection Capacity Utilization 26.7%

ICU Level of Service A

Analysis Period (min) 15

Splits and Phases: 2: Jackson Dr & 37th Terr



Intersection												
Int Delay, s/veh	6.6											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔			↔			↔	↔		↔	
Traffic Vol, veh/h	3	2	1	94	39	2	21	16	39	1	19	1
Future Vol, veh/h	3	2	1	94	39	2	21	16	39	1	19	1
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	0	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	93	93	93	93	93	93	93	93	93	93	93	93
Heavy Vehicles, %	2	50	2	2	2	2	2	6	5	2	5	2
Mvmt Flow	3	2	1	101	42	2	23	17	42	1	20	1

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	106	127	21	86	86	17	22	0	0	59	0	0
Stage 1	23	23	-	62	62	-	-	-	-	-	-	-
Stage 2	83	104	-	24	24	-	-	-	-	-	-	-
Critical Hdwy	7.12	7	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	6	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	6	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.45	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	873	682	1057	900	804	1062	1594	-	-	1545	-	-
Stage 1	995	790	-	949	843	-	-	-	-	-	-	-
Stage 2	925	725	-	994	876	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	813	672	1057	882	792	1062	1594	-	-	1545	-	-
Mov Cap-2 Maneuver	813	672	-	882	792	-	-	-	-	-	-	-
Stage 1	994	789	-	935	831	-	-	-	-	-	-	-
Stage 2	863	714	-	990	875	-	-	-	-	-	-	-

Approach	EB			WB			NB			SB		
HCM Control Delay, s/v	9.61			10.06			2.01			0.35		
HCM LOS	A			B								

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1022	-	-	788	856	85	-
HCM Lane V/C Ratio	0.014	-	-	0.008	0.17	0.001	-
HCM Control Delay (s/veh)	7.3	0	-	9.6	10.1	7.3	0
HCM Lane LOS	A	A	-	A	B	A	A
HCM 95th %tile Q(veh)	0	-	-	0	0.6	0	-

HCM 7th Signalized Intersection Summary

2: Jackson Dr & 37th Terr

Jackson Apartments TIS
Existing PM Peak Hour

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	62	33	17	19	50	22	13	162	22	20	177	61
Future Volume (veh/h)	62	33	17	19	50	22	13	162	22	20	177	61
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1826	1781	1856	1767	1826	1870	1870
Adj Flow Rate, veh/h	68	36	19	21	55	24	14	178	24	22	195	67
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Percent Heavy Veh, %	2	2	2	2	2	5	8	3	9	5	2	2
Cap, veh/h	343	219	115	363	234	102	42	1303	173	646	1122	374
Arrive On Green	0.19	0.19	0.19	0.19	0.19	0.19	0.02	0.42	0.42	0.04	0.43	0.43
Sat Flow, veh/h	1320	1153	608	1349	1235	539	1697	3128	416	1739	2618	872
Grp Volume(v), veh/h	68	0	55	21	0	79	14	99	103	22	130	132
Grp Sat Flow(s), veh/h/ln	1320	0	1761	1349	0	1773	1697	1763	1781	1739	1777	1713
Q Serve(g_s), s	2.3	0.0	1.3	0.7	0.0	1.9	0.4	1.8	1.8	0.4	2.3	2.4
Cycle Q Clear(g_c), s	4.2	0.0	1.3	2.0	0.0	1.9	0.4	1.8	1.8	0.4	2.3	2.4
Prop In Lane	1.00		0.35	1.00		0.30	1.00		0.23	1.00		0.51
Lane Grp Cap(c), veh/h	343	0	334	363	0	336	42	734	742	646	762	734
V/C Ratio(X)	0.20	0.00	0.16	0.06	0.00	0.23	0.33	0.14	0.14	0.03	0.17	0.18
Avail Cap(c_a), veh/h	590	0	664	616	0	668	236	734	742	823	762	734
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	19.1	0.0	17.1	17.9	0.0	17.3	24.2	9.1	9.1	7.7	8.9	8.9
Incr Delay (d2), s/veh	0.3	0.0	0.2	0.1	0.0	0.4	4.6	0.4	0.4	0.0	0.5	0.5
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.7	0.0	0.5	0.2	0.0	0.7	0.2	0.6	0.7	0.1	0.8	0.8
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	19.4	0.0	17.3	18.0	0.0	17.7	28.8	9.5	9.5	7.7	9.4	9.4
LnGrp LOS	B		B	B		B	C	A	A	A	A	A
Approach Vol, veh/h	123			100			216			284		
Approach Delay, s/veh	18.5			17.7			10.7			9.3		
Approach LOS	B			B			B			A		
Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	7.9	27.0		15.6	7.2	27.6		15.6				
Change Period (Y+Rc), s	6.0	6.0		6.0	6.0	6.0		6.0				
Max Green Setting (Gmax), s	7.0	21.0		19.0	7.0	21.0		19.0				
Max Q Clear Time (g_c+I1), s	2.4	3.8		6.2	2.4	4.4		4.0				
Green Ext Time (p_c), s	0.0	1.0		0.3	0.0	1.3		0.3				
Intersection Summary												
HCM 7th Control Delay, s/veh	12.4											
HCM 7th LOS	B											

Lanes, Volumes, Timings
2: Jackson Dr & 37th Terr

Jackson Apartments TIS
Existing PM Peak Hour

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	62	33	17	19	50	22	13	162	22	20	177	61
Future Volume (vph)	62	33	17	19	50	22	13	162	22	20	177	61
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	150		0	115		0	90		0	95		0
Storage Lanes	1		0	1		0	1		0	1		0
Taper Length (ft)	25			25			25			25		
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.95	0.95	1.00	0.95	0.95
Frt		0.948			0.954			0.982			0.962	
Flt Protected	0.950			0.950			0.950			0.950		
Satd. Flow (prot)	1770	1766	0	1770	1761	0	1671	3418	0	1719	3405	0
Flt Permitted	0.706			0.721			0.950			0.625		
Satd. Flow (perm)	1315	1766	0	1343	1761	0	1671	3418	0	1131	3405	0
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)		19			24			24			67	
Link Speed (mph)		30			30			30			30	
Link Distance (ft)		353			623			898			774	
Travel Time (s)		8.0			14.2			20.4			17.6	
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Heavy Vehicles (%)	2%	2%	2%	2%	2%	5%	8%	3%	9%	5%	2%	2%
Adj. Flow (vph)	68	36	19	21	55	24	14	178	24	22	195	67
Shared Lane Traffic (%)												
Lane Group Flow (vph)	68	55	0	21	79	0	14	202	0	22	262	0
Turn Type	Perm	NA		Perm	NA		Prot	NA		D.P+P	NA	
Protected Phases		4			8		5	2		1	6	
Permitted Phases	4			8						2		
Detector Phase	4	4		8	8		5	2		1	6	
Switch Phase												
Minimum Initial (s)	10.0	10.0		10.0	10.0		7.0	10.0		7.0	10.0	
Minimum Split (s)	24.0	24.0		24.0	24.0		13.0	24.0		13.0	24.0	
Total Split (s)	25.0	25.0		25.0	25.0		13.0	27.0		13.0	27.0	
Total Split (%)	38.5%	38.5%		38.5%	38.5%		20.0%	41.5%		20.0%	41.5%	
Maximum Green (s)	19.0	19.0		19.0	19.0		7.0	21.0		7.0	21.0	
Yellow Time (s)	4.0	4.0		4.0	4.0		4.0	4.0		4.0	4.0	
All-Red Time (s)	2.0	2.0		2.0	2.0		2.0	2.0		2.0	2.0	
Lost Time Adjust (s)	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Total Lost Time (s)	6.0	6.0		6.0	6.0		6.0	6.0		6.0	6.0	
Lead/Lag							Lead	Lag		Lead	Lag	
Lead-Lag Optimize?							Yes	Yes		Yes	Yes	
Vehicle Extension (s)	3.0	3.0		3.0	3.0		3.0	3.0		3.0	3.0	
Recall Mode	None	None		None	None		None	Max		None	Max	
Walk Time (s)	7.0	7.0		7.0	7.0			7.0			7.0	
Flash Don't Walk (s)	11.0	11.0		11.0	11.0			11.0			11.0	
Pedestrian Calls (#/hr)	0	0		0	0			0			0	
Act Effect Green (s)	10.4	10.4		10.4	10.4		7.1	27.4		27.2	27.4	
Actuated g/C Ratio	0.22	0.22		0.22	0.22		0.15	0.58		0.58	0.58	
v/c Ratio	0.24	0.14		0.07	0.19		0.06	0.10		0.03	0.13	
Control Delay (s/veh)	18.8	12.9		16.7	13.7		19.8	7.4		5.6	6.4	
Queue Delay	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	

Lanes, Volumes, Timings

2: Jackson Dr & 37th Terr

Jackson Apartments TIS
Existing PM Peak Hour

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Total Delay (s/veh)	18.8	12.9		16.7	13.7		19.8	7.4		5.6	6.4	
LOS	B	B		B	B		B	A		A	A	
Approach Delay (s/veh)		16.2			14.4			8.2			6.4	
Approach LOS		B			B			A			A	
Queue Length 50th (ft)	13	7		4	11		3	11		2	12	
Queue Length 95th (ft)	50	35		22	46		18	40		10	44	
Internal Link Dist (ft)		273			543			818			694	
Turn Bay Length (ft)	150			115			90			95		
Base Capacity (vph)	537	732		548	733		251	1996		741	2006	
Starvation Cap Reductn	0	0		0	0		0	0		0	0	
Spillback Cap Reductn	0	0		0	0		0	0		0	0	
Storage Cap Reductn	0	0		0	0		0	0		0	0	
Reduced v/c Ratio	0.13	0.08		0.04	0.11		0.06	0.10		0.03	0.13	

Intersection Summary

Area Type: Other

Cycle Length: 65

Actuated Cycle Length: 47.2

Natural Cycle: 65

Control Type: Semi Act-Uncoord

Maximum v/c Ratio: 0.24

Intersection Signal Delay (s/veh): 9.7

Intersection LOS: A

Intersection Capacity Utilization 36.7%

ICU Level of Service A

Analysis Period (min) 15

Splits and Phases: 2: Jackson Dr & 37th Terr

 Ø1	 Ø2	 Ø4
13 s	27 s	25 s
 Ø5	 Ø6	 Ø8
13 s	27 s	25 s

Intersection												
Int Delay, s/veh	5.6											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔			↔			↔	↔		↔	
Traffic Vol, veh/h	6	18	9	106	24	5	6	12	100	4	10	5
Future Vol, veh/h	6	18	9	106	24	5	6	12	100	4	10	5
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	0	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	99	99	99	99	99	99	99	99	99	99	99	99
Heavy Vehicles, %	2	2	2	3	2	20	2	2	2	2	10	2
Mvmt Flow	6	18	9	107	24	5	6	12	101	4	10	5

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	57	146	13	52	47	12	15	0	0	113	0	0
Stage 1	21	21	-	24	24	-	-	-	-	-	-	-
Stage 2	36	125	-	27	23	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.13	6.52	6.4	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.13	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.13	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.527	4.018	3.48	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	940	745	1068	945	844	1018	1603	-	-	1476	-	-
Stage 1	998	878	-	991	875	-	-	-	-	-	-	-
Stage 2	979	792	-	987	876	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	902	740	1068	908	838	1018	1603	-	-	1476	-	-
Mov Cap-2 Maneuver	902	740	-	908	838	-	-	-	-	-	-	-
Stage 1	995	876	-	987	871	-	-	-	-	-	-	-
Stage 2	943	789	-	956	873	-	-	-	-	-	-	-

Approach	EB		WB		NB		SB	
HCM Control Delay, s/v	9.48		9.72		0.37		1.57	
HCM LOS	A		A					

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1	SBL	SBT	SBR
Capacity (veh/h)	600	-	-	838	898	355	-
HCM Lane V/C Ratio	0.004	-	-	0.04	0.152	0.003	-
HCM Control Delay (s/veh)	7.3	0	-	9.5	9.7	7.4	0
HCM Lane LOS	A	A	-	A	A	A	-
HCM 95th %tile Q(veh)	0	-	-	0.1	0.5	0	-

Intersection						
Int Delay, s/veh	1.1					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	4	27	8	80	193	1
Future Vol, veh/h	4	27	8	80	193	1
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	86	86	86	86	86	86
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	5	31	9	93	224	1

Major/Minor	Minor2	Major1	Major2			
Conflicting Flow All	290	113	226	0	-	0
Stage 1	225	-	-	-	-	-
Stage 2	65	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	677	919	1340	-	-	-
Stage 1	791	-	-	-	-	-
Stage 2	950	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	672	919	1340	-	-	-
Mov Cap-2 Maneuver	672	-	-	-	-	-
Stage 1	785	-	-	-	-	-
Stage 2	950	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s/v	9.28	0.74	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	327	-	877	-	-
HCM Lane V/C Ratio	0.007	-	0.041	-	-
HCM Control Delay (s/veh)	7.7	0	9.3	-	-
HCM Lane LOS	A	A	A	-	-
HCM 95th %tile Q(veh)	0	-	0.1	-	-

HCM 7th Signalized Intersection Summary

2: Jackson Dr & 37th Terr

Jackson Apartments TIS

Existing AM Peak Hour

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	18	23	25	17	48	14	10	56	10	27	145	48
Future Volume (veh/h)	18	23	25	17	48	14	10	56	10	27	145	48
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1870	1796	1707	1870	1870	1781	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	21	27	29	20	56	16	12	65	12	31	169	56
Peak Hour Factor	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86
Percent Heavy Veh, %	2	7	13	2	2	8	2	2	2	2	2	2
Cap, veh/h	328	140	150	338	247	71	38	1282	231	772	1200	385
Arrive On Green	0.18	0.18	0.18	0.18	0.18	0.18	0.02	0.43	0.43	0.05	0.45	0.45
Sat Flow, veh/h	1328	792	851	1348	1399	400	1781	3009	541	1781	2646	848
Grp Volume(v), veh/h	21	0	56	20	0	72	12	38	39	31	112	113
Grp Sat Flow(s),veh/h/ln	1328	0	1643	1348	0	1798	1781	1777	1773	1781	1777	1718
Q Serve(g_s), s	0.7	0.0	1.5	0.7	0.0	1.8	0.3	0.6	0.7	0.5	1.9	2.0
Cycle Q Clear(g_c), s	2.5	0.0	1.5	2.2	0.0	1.8	0.3	0.6	0.7	0.5	1.9	2.0
Prop In Lane	1.00		0.52	1.00		0.22	1.00		0.31	1.00		0.49
Lane Grp Cap(c), veh/h	328	0	290	338	0	317	38	757	756	772	806	779
V/C Ratio(X)	0.06	0.00	0.19	0.06	0.00	0.23	0.31	0.05	0.05	0.04	0.14	0.15
Avail Cap(c_a), veh/h	557	0	573	570	0	627	242	757	756	927	806	779
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	19.3	0.0	18.1	19.0	0.0	18.2	24.9	8.7	8.7	7.3	8.2	8.3
Incr Delay (d2), s/veh	0.1	0.0	0.3	0.1	0.0	0.4	4.6	0.1	0.1	0.0	0.4	0.4
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.2	0.0	0.5	0.2	0.0	0.7	0.2	0.2	0.2	0.2	0.7	0.7
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	19.4	0.0	18.4	19.1	0.0	18.6	29.5	8.8	8.8	7.3	8.6	8.7
LnGrp LOS	B		B	B		B	C	A	A	A	A	A
Approach Vol, veh/h	77			92			89			256		
Approach Delay, s/veh	18.7			18.7			11.6			8.5		
Approach LOS	B			B			B			A		
Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	8.5	28.0		15.1	7.1	29.4		15.1				
Change Period (Y+Rc), s	6.0	6.0		6.0	6.0	6.0		6.0				
Max Green Setting (Gmax), s	7.0	22.0		18.0	7.0	22.0		18.0				
Max Q Clear Time (g_c+I1), s	2.5	2.7		4.5	2.3	4.0		4.2				
Green Ext Time (p_c), s	0.0	0.3		0.2	0.0	1.1		0.3				
Intersection Summary												
HCM 7th Control Delay, s/veh	12.4											
HCM 7th LOS	B											

Lanes, Volumes, Timings
2: Jackson Dr & 37th Terr

Jackson Apartments TIS
Existing + Site AM Peak Hour

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	18	23	25	17	48	14	10	56	10	27	145	48
Future Volume (vph)	18	23	25	17	48	14	10	56	10	27	145	48
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	150		0	115		0	90		0	95		0
Storage Lanes	1		0	1		0	1		0	1		0
Taper Length (ft)	25			25			25			25		
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.95	0.95	1.00	0.95	0.95
Frt		0.922			0.967			0.977			0.963	
Flt Protected	0.950			0.950			0.950			0.950		
Satd. Flow (prot)	1770	1591	0	1770	1778	0	1770	3458	0	1770	3408	0
Flt Permitted	0.714			0.720			0.950			0.704		
Satd. Flow (perm)	1330	1591	0	1341	1778	0	1770	3458	0	1311	3408	0
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)		29			16			12			56	
Link Speed (mph)		30			30			30			30	
Link Distance (ft)		353			623			898			774	
Travel Time (s)		8.0			14.2			20.4			17.6	
Peak Hour Factor	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86
Heavy Vehicles (%)	2%	7%	13%	2%	2%	8%	2%	2%	2%	2%	2%	2%
Adj. Flow (vph)	21	27	29	20	56	16	12	65	12	31	169	56
Shared Lane Traffic (%)												
Lane Group Flow (vph)	21	56	0	20	72	0	12	77	0	31	225	0
Turn Type	Perm	NA		Perm	NA		Prot	NA		D.P+P	NA	
Protected Phases		4			8		5	2		1	6	
Permitted Phases	4			8						2		
Detector Phase	4	4		8	8		5	2		1	6	
Switch Phase												
Minimum Initial (s)	10.0	10.0		10.0	10.0		7.0	10.0		7.0	10.0	
Minimum Split (s)	24.0	24.0		24.0	24.0		13.0	24.0		13.0	24.0	
Total Split (s)	24.0	24.0		24.0	24.0		13.0	28.0		13.0	28.0	
Total Split (%)	36.9%	36.9%		36.9%	36.9%		20.0%	43.1%		20.0%	43.1%	
Maximum Green (s)	18.0	18.0		18.0	18.0		7.0	22.0		7.0	22.0	
Yellow Time (s)	4.0	4.0		4.0	4.0		4.0	4.0		4.0	4.0	
All-Red Time (s)	2.0	2.0		2.0	2.0		2.0	2.0		2.0	2.0	
Lost Time Adjust (s)	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Total Lost Time (s)	6.0	6.0		6.0	6.0		6.0	6.0		6.0	6.0	
Lead/Lag							Lead	Lag		Lead	Lag	
Lead-Lag Optimize?							Yes	Yes		Yes	Yes	
Vehicle Extension (s)	3.0	3.0		3.0	3.0		3.0	3.0		3.0	3.0	
Recall Mode	None	None		None	None		None	Max		None	Max	
Walk Time (s)	7.0	7.0		7.0	7.0			7.0			7.0	
Flash Don't Walk (s)	11.0	11.0		11.0	11.0			11.0			11.0	
Pedestrian Calls (#/hr)	0	0		0	0			0			0	
Act Effect Green (s)	10.2	10.2		10.2	10.2		7.1	31.9		31.6	34.2	
Actuated g/C Ratio	0.21	0.21		0.21	0.21		0.15	0.65		0.65	0.70	
v/c Ratio	0.08	0.16		0.07	0.19		0.05	0.03		0.03	0.09	
Control Delay (s/veh)	19.7	13.4		19.6	16.8		21.8	8.2		4.9	5.4	
Queue Delay	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	

Lanes, Volumes, Timings
2: Jackson Dr & 37th Terr

Jackson Apartments TIS
Existing + Site AM Peak Hour

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Total Delay (s/veh)	19.7	13.4		19.6	16.8		21.8	8.2		4.9	5.4	
LOS	B	B		B	B		C	A		A	A	
Approach Delay (s/veh)		15.1			17.4			10.1			5.4	
Approach LOS		B			B			B			A	
Queue Length 50th (ft)	4	5		4	11		3	3		4	10	
Queue Length 95th (ft)	21	31		20	44		15	16		10	35	
Internal Link Dist (ft)		273			543			818			694	
Turn Bay Length (ft)	150			115			90			95		
Base Capacity (vph)	499	615		503	677		258	2267		916	2402	
Starvation Cap Reductn	0	0		0	0		0	0		0	0	
Spillback Cap Reductn	0	0		0	0		0	0		0	0	
Storage Cap Reductn	0	0		0	0		0	0		0	0	
Reduced v/c Ratio	0.04	0.09		0.04	0.11		0.05	0.03		0.03	0.09	

Intersection Summary

Area Type: Other

Cycle Length: 65

Actuated Cycle Length: 48.8

Natural Cycle: 65

Control Type: Semi Act-Uncoord

Maximum v/c Ratio: 0.19

Intersection Signal Delay (s/veh): 9.8

Intersection LOS: A

Intersection Capacity Utilization 26.7%

ICU Level of Service A

Analysis Period (min) 15

Splits and Phases: 2: Jackson Dr & 37th Terr

 Ø1	 Ø2	 Ø4
13 s	28 s	24 s
 Ø5	 Ø6	 Ø8
13 s	28 s	24 s

Intersection

Int Delay, s/veh 2.9

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	10	40	97	9	26	31
Future Vol, veh/h	10	40	97	9	26	31
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	86	86	86	86	86	86
Heavy Vehicles, %	2	7	4	2	2	2
Mvmt Flow	12	47	113	10	30	36

Major/Minor	Major1	Major2	Minor2
Conflicting Flow All	123	0	0 188 118
Stage 1	-	-	- 118 -
Stage 2	-	-	- 70 -
Critical Hdwy	4.12	-	- 6.42 6.22
Critical Hdwy Stg 1	-	-	- 5.42 -
Critical Hdwy Stg 2	-	-	- 5.42 -
Follow-up Hdwy	2.218	-	- 3.518 3.318
Pot Cap-1 Maneuver	1464	-	- 801 934
Stage 1	-	-	- 907 -
Stage 2	-	-	- 953 -
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	1464	-	- 795 934
Mov Cap-2 Maneuver	-	-	- 795 -
Stage 1	-	-	- 900 -
Stage 2	-	-	- 953 -

Approach	EB	WB	SB
HCM Control Delay, s/v	1.5	0	9.51
HCM LOS			A

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	360	-	-	-	865
HCM Lane V/C Ratio	0.008	-	-	-	0.077
HCM Control Delay (s/veh)	7.5	0	-	-	9.5
HCM Lane LOS	A	A	-	-	A
HCM 95th %tile Q(veh)	0	-	-	-	0.2

Intersection												
Int Delay, s/veh	6.9											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔			↔			↔	↔		↔	
Traffic Vol, veh/h	3	2	1	125	39	2	21	16	49	1	19	1
Future Vol, veh/h	3	2	1	125	39	2	21	16	49	1	19	1
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	0	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	93	93	93	93	93	93	93	93	93	93	93	93
Heavy Vehicles, %	2	50	2	2	2	2	2	6	5	2	5	2
Mvmt Flow	3	2	1	134	42	2	23	17	53	1	20	1

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	106	138	21	86	86	17	22	0	0	70	0	0
Stage 1	23	23	-	62	62	-	-	-	-	-	-	-
Stage 2	83	115	-	24	24	-	-	-	-	-	-	-
Critical Hdwy	7.12	7	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	6	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	6	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.45	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	873	673	1057	900	804	1062	1594	-	-	1531	-	-
Stage 1	995	790	-	949	843	-	-	-	-	-	-	-
Stage 2	925	716	-	994	876	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	813	662	1057	882	792	1062	1594	-	-	1531	-	-
Mov Cap-2 Maneuver	813	662	-	882	792	-	-	-	-	-	-	-
Stage 1	994	789	-	935	830	-	-	-	-	-	-	-
Stage 2	863	706	-	990	875	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	9.63	10.27	1.78	0.35
HCM LOS	A	B		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1022	-	-	784	861	85	-
HCM Lane V/C Ratio	0.014	-	-	0.008	0.207	0.001	-
HCM Control Delay (s/veh)	7.3	0	-	9.6	10.3	7.4	0
HCM Lane LOS	A	A	-	A	B	A	A
HCM 95th %tile Q(veh)	0	-	-	0	0.8	0	-

Intersection						
Int Delay, s/veh	0.8					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	2	17	28	246	258	5
Future Vol, veh/h	2	17	28	246	258	5
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	91	91	91	91	91	91
Heavy Vehicles, %	2	2	2	3	2	2
Mvmt Flow	2	19	31	270	284	5

Major/Minor	Minor2	Major1		Major2		
Conflicting Flow All	483	145	289	0	-	0
Stage 1	286	-	-	-	-	-
Stage 2	197	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	513	877	1270	-	-	-
Stage 1	737	-	-	-	-	-
Stage 2	817	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	499	877	1270	-	-	-
Mov Cap-2 Maneuver	499	-	-	-	-	-
Stage 1	718	-	-	-	-	-
Stage 2	817	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s/v	9.55	0.96	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	368	-	812	-	-
HCM Lane V/C Ratio	0.024	-	0.026	-	-
HCM Control Delay (s/veh)	7.9	0.2	9.6	-	-
HCM Lane LOS	A	A	A	-	-
HCM 95th %tile Q(veh)	0.1	-	0.1	-	-

HCM 7th Signalized Intersection Summary

2: Jackson Dr & 37th Terr

Jackson Apartments TIS

Existing + Site PM Peak Hour

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	62	39	28	19	59	31	32	181	22	26	188	61
Future Volume (veh/h)	62	39	28	19	59	31	32	181	22	26	188	61
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1826	1781	1856	1767	1826	1870	1870
Adj Flow Rate, veh/h	68	43	31	21	65	34	35	199	24	29	207	67
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Percent Heavy Veh, %	2	2	2	2	2	5	8	3	9	5	2	2
Cap, veh/h	323	192	138	343	219	115	91	1316	157	644	1084	341
Arrive On Green	0.19	0.19	0.19	0.19	0.19	0.19	0.05	0.41	0.41	0.05	0.41	0.41
Sat Flow, veh/h	1296	1011	729	1326	1157	605	1697	3172	378	1739	2660	837
Grp Volume(v), veh/h	68	0	74	21	0	99	35	109	114	29	136	138
Grp Sat Flow(s),veh/h/ln	1296	0	1739	1326	0	1761	1697	1763	1788	1739	1777	1720
Q Serve(g_s), s	2.4	0.0	1.9	0.7	0.0	2.5	1.0	2.0	2.0	0.5	2.5	2.7
Cycle Q Clear(g_c), s	4.9	0.0	1.9	2.6	0.0	2.5	1.0	2.0	2.0	0.5	2.5	2.7
Prop In Lane	1.00		0.42	1.00		0.34	1.00		0.21	1.00		0.49
Lane Grp Cap(c), veh/h	323	0	330	343	0	334	91	731	742	644	724	701
V/C Ratio(X)	0.21	0.00	0.22	0.06	0.00	0.30	0.39	0.15	0.15	0.05	0.19	0.20
Avail Cap(c_a), veh/h	555	0	641	581	0	650	231	731	742	800	724	701
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	20.0	0.0	17.7	18.8	0.0	17.9	23.6	9.4	9.4	7.6	9.8	9.8
Incr Delay (d2), s/veh	0.3	0.0	0.3	0.1	0.0	0.5	2.7	0.4	0.4	0.0	0.6	0.6
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.7	0.0	0.7	0.2	0.0	1.0	0.4	0.7	0.8	0.1	0.9	1.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	20.4	0.0	18.0	18.8	0.0	18.4	26.2	9.8	9.9	7.7	10.4	10.5
LnGrp LOS	C		B	B		B	C	A	A	A	B	B
Approach Vol, veh/h	142			120			258			303		
Approach Delay, s/veh	19.1			18.5			12.1			10.1		
Approach LOS	B			B			B			B		
Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	8.4	27.4		15.8	8.8	27.0		15.8				
Change Period (Y+Rc), s	6.0	6.0		6.0	6.0	6.0		6.0				
Max Green Setting (Gmax), s	7.0	21.0		19.0	7.0	21.0		19.0				
Max Q Clear Time (g_c+I1), s	2.5	4.0		6.9	3.0	4.7		4.6				
Green Ext Time (p_c), s	0.0	1.1		0.4	0.0	1.4		0.4				
Intersection Summary												
HCM 7th Control Delay, s/veh	13.5											
HCM 7th LOS	B											

Lanes, Volumes, Timings

2: Jackson Dr & 37th Terr

Jackson Apartments TIS
Existing + Site PM Peak Hour

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	62	39	28	19	59	31	32	181	22	26	188	61
Future Volume (vph)	62	39	28	19	59	31	32	181	22	26	188	61
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	150		0	115		0	90		0	95		0
Storage Lanes	1		0	1		0	1		0	1		0
Taper Length (ft)	25			25			25			25		
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.95	0.95	1.00	0.95	0.95
Frt		0.937			0.948			0.984			0.963	
Flt Protected	0.950			0.950			0.950			0.950		
Satd. Flow (prot)	1770	1745	0	1770	1748	0	1671	3427	0	1719	3408	0
Flt Permitted	0.693			0.709			0.950			0.612		
Satd. Flow (perm)	1291	1745	0	1321	1748	0	1671	3427	0	1107	3408	0
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)		31			34			21			67	
Link Speed (mph)		30			30			30			30	
Link Distance (ft)		353			623			898			774	
Travel Time (s)		8.0			14.2			20.4			17.6	
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Heavy Vehicles (%)	2%	2%	2%	2%	2%	5%	8%	3%	9%	5%	2%	2%
Adj. Flow (vph)	68	43	31	21	65	34	35	199	24	29	207	67
Shared Lane Traffic (%)												
Lane Group Flow (vph)	68	74	0	21	99	0	35	223	0	29	274	0
Turn Type	Perm	NA		Perm	NA		Prot	NA		D.P+P	NA	
Protected Phases		4			8		5	2		1	6	
Permitted Phases	4			8						2		
Detector Phase	4	4		8	8		5	2		1	6	
Switch Phase												
Minimum Initial (s)	10.0	10.0		10.0	10.0		7.0	10.0		7.0	10.0	
Minimum Split (s)	24.0	24.0		24.0	24.0		13.0	24.0		13.0	24.0	
Total Split (s)	25.0	25.0		25.0	25.0		13.0	27.0		13.0	27.0	
Total Split (%)	38.5%	38.5%		38.5%	38.5%		20.0%	41.5%		20.0%	41.5%	
Maximum Green (s)	19.0	19.0		19.0	19.0		7.0	21.0		7.0	21.0	
Yellow Time (s)	4.0	4.0		4.0	4.0		4.0	4.0		4.0	4.0	
All-Red Time (s)	2.0	2.0		2.0	2.0		2.0	2.0		2.0	2.0	
Lost Time Adjust (s)	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Total Lost Time (s)	6.0	6.0		6.0	6.0		6.0	6.0		6.0	6.0	
Lead/Lag							Lead	Lag		Lead	Lag	
Lead-Lag Optimize?							Yes	Yes		Yes	Yes	
Vehicle Extension (s)	3.0	3.0		3.0	3.0		3.0	3.0		3.0	3.0	
Recall Mode	None	None		None	None		None	Max		None	Max	
Walk Time (s)	7.0	7.0		7.0	7.0			7.0			7.0	
Flash Don't Walk (s)	11.0	11.0		11.0	11.0			11.0			11.0	
Pedestrian Calls (#/hr)	0	0		0	0			0			0	
Act Effect Green (s)	10.5	10.5		10.5	10.5		7.1	28.9		28.7	26.6	
Actuated g/C Ratio	0.22	0.22		0.22	0.22		0.15	0.59		0.59	0.55	
v/c Ratio	0.25	0.19		0.07	0.25		0.14	0.11		0.04	0.14	
Control Delay (s/veh)	20.8	13.5		18.8	14.9		22.7	7.3		5.3	7.8	
Queue Delay	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	

Lanes, Volumes, Timings
2: Jackson Dr & 37th Terr

Jackson Apartments TIS
Existing + Site PM Peak Hour

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Total Delay (s/veh)	20.8	13.5		18.8	14.9		22.7	7.3		5.3	7.8	
LOS	C	B		B	B		C	A		A	A	
Approach Delay (s/veh)		17.0			15.6			9.4			7.6	
Approach LOS		B			B			A			A	
Queue Length 50th (ft)	14	8		4	13		7	12		3	13	
Queue Length 95th (ft)	50	41		22	53		33	44		12	47	
Internal Link Dist (ft)		273			543			818			694	
Turn Bay Length (ft)	150			115			90			95		
Base Capacity (vph)	513	712		525	715		244	2042		741	1894	
Starvation Cap Reductn	0	0		0	0		0	0		0	0	
Spillback Cap Reductn	0	0		0	0		0	0		0	0	
Storage Cap Reductn	0	0		0	0		0	0		0	0	
Reduced v/c Ratio	0.13	0.10		0.04	0.14		0.14	0.11		0.04	0.14	

Intersection Summary

Area Type: Other

Cycle Length: 65

Actuated Cycle Length: 48.7

Natural Cycle: 65

Control Type: Semi Act-Uncoord

Maximum v/c Ratio: 0.25

Intersection Signal Delay (s/veh): 10.9

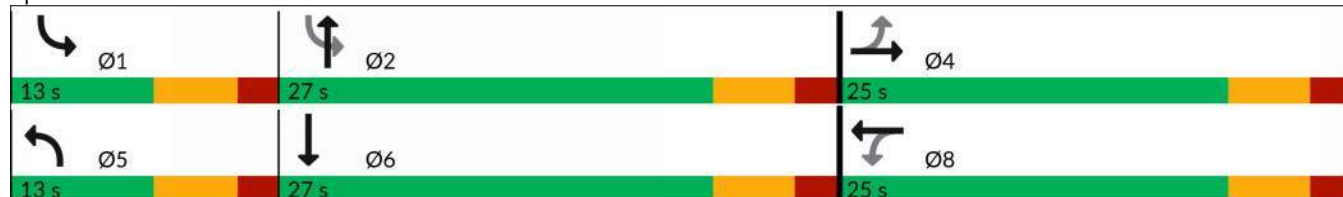
Intersection LOS: B

Intersection Capacity Utilization 39.3%

ICU Level of Service A

Analysis Period (min) 15

Splits and Phases: 2: Jackson Dr & 37th Terr



Intersection

Int Delay, s/veh 1.9

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	33	112	124	28	17	20
Future Vol, veh/h	33	112	124	28	17	20
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	91	91	91	91	91	91
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	36	123	136	31	19	22

Major/Minor	Major1	Major2	Minor2
Conflicting Flow All	167	0	0
Stage 1	-	-	-
Stage 2	-	-	-
Critical Hdwy	4.12	-	-
Critical Hdwy Stg 1	-	-	-
Critical Hdwy Stg 2	-	-	-
Follow-up Hdwy	2.218	-	-
Pot Cap-1 Maneuver	1411	-	-
Stage 1	-	-	-
Stage 2	-	-	-
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	1411	-	-
Mov Cap-2 Maneuver	-	-	-
Stage 1	-	-	-
Stage 2	-	-	-

Approach	EB	WB	SB
HCM Control Delay, s/v	1.73	0	10.07
HCM LOS			B

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	410	-	-	-	751
HCM Lane V/C Ratio	0.026	-	-	-	0.054
HCM Control Delay (s/veh)	7.6	0	-	-	10.1
HCM Lane LOS	A	A	-	-	B
HCM 95th %tile Q(veh)	0.1	-	-	-	0.2

Intersection												
Int Delay, s/veh	5.4											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕	↕		↕	
Traffic Vol, veh/h	6	18	9	126	24	5	6	12	133	4	10	5
Future Vol, veh/h	6	18	9	126	24	5	6	12	133	4	10	5
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	0	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	99	99	99	99	99	99	99	99	99	99	99	99
Heavy Vehicles, %	2	2	2	3	2	20	2	2	2	2	10	2
Mvmt Flow	6	18	9	127	24	5	6	12	134	4	10	5

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	57	179	13	52	47	12	15	0	0	146	0	0
Stage 1	21	21	-	24	24	-	-	-	-	-	-	-
Stage 2	36	159	-	27	23	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.13	6.52	6.4	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.13	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.13	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.527	4.018	3.48	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	940	714	1068	945	844	1018	1603	-	-	1435	-	-
Stage 1	998	878	-	991	875	-	-	-	-	-	-	-
Stage 2	979	767	-	987	876	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	902	709	1068	907	838	1018	1603	-	-	1435	-	-
Mov Cap-2 Maneuver	902	709	-	907	838	-	-	-	-	-	-	-
Stage 1	995	876	-	987	871	-	-	-	-	-	-	-
Stage 2	943	763	-	956	873	-	-	-	-	-	-	-

Approach	EB		WB		NB		SB	
HCM Control Delay, s/v	9.6		9.85		0.29		1.58	
HCM LOS	A		A					

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1	SBL	SBT	SBR
Capacity (veh/h)	600	-	-	816	899	355	-
HCM Lane V/C Ratio	0.004	-	-	0.041	0.174	0.003	-
HCM Control Delay (s/veh)	7.3	0	-	9.6	9.8	7.5	0
HCM Lane LOS	A	A	-	A	A	A	-
HCM 95th %tile Q(veh)	0	-	-	0.1	0.6	0	-

Intersection						
Int Delay, s/veh	0.8					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	4	27	8	119	287	1
Future Vol, veh/h	4	27	8	119	287	1
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	86	86	86	86	86	86
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	5	31	9	138	334	1

Major/Minor	Minor2	Major1	Major2			
Conflicting Flow All	422	167	335	0	-	0
Stage 1	334	-	-	-	-	-
Stage 2	88	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	560	847	1221	-	-	-
Stage 1	697	-	-	-	-	-
Stage 2	926	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	555	847	1221	-	-	-
Mov Cap-2 Maneuver	555	-	-	-	-	-
Stage 1	692	-	-	-	-	-
Stage 2	926	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s/v	9.75	0.55	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	227	-	794	-	-
HCM Lane V/C Ratio	0.008	-	0.045	-	-
HCM Control Delay (s/veh)	8	0.1	9.8	-	-
HCM Lane LOS	A	A	A	-	-
HCM 95th %tile Q(veh)	0	-	0.1	-	-

HCM 7th Signalized Intersection Summary

2: Jackson Dr & 37th Terr

Jackson Apartments TIS

Future + Site AM Peak Hour

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	27	29	29	25	70	20	12	80	15	36	207	71
Future Volume (veh/h)	27	29	29	25	70	20	12	80	15	36	207	71
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1870	1796	1707	1870	1870	1781	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	31	34	34	29	81	23	14	93	17	42	241	83
Peak Hour Factor	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86
Percent Heavy Veh, %	2	7	13	2	2	8	2	2	2	2	2	2
Cap, veh/h	315	153	153	340	261	74	44	1221	218	743	1154	387
Arrive On Green	0.19	0.19	0.19	0.19	0.19	0.19	0.02	0.41	0.41	0.06	0.44	0.44
Sat Flow, veh/h	1290	824	824	1333	1401	398	1781	3013	538	1781	2613	877
Grp Volume(v), veh/h	31	0	68	29	0	104	14	54	56	42	162	162
Grp Sat Flow(s),veh/h/ln	1290	0	1648	1333	0	1799	1781	1777	1774	1781	1777	1713
Q Serve(g_s), s	1.1	0.0	1.8	1.0	0.0	2.6	0.4	1.0	1.0	0.7	2.9	3.0
Cycle Q Clear(g_c), s	3.7	0.0	1.8	2.8	0.0	2.6	0.4	1.0	1.0	0.7	2.9	3.0
Prop In Lane	1.00		0.50	1.00		0.22	1.00		0.30	1.00		0.51
Lane Grp Cap(c), veh/h	315	0	307	340	0	335	44	720	719	743	785	757
V/C Ratio(X)	0.10	0.00	0.22	0.09	0.00	0.31	0.32	0.07	0.08	0.06	0.21	0.21
Avail Cap(c_a), veh/h	548	0	604	581	0	660	241	720	719	875	785	757
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	19.8	0.0	17.9	19.1	0.0	18.2	24.8	9.5	9.5	7.6	8.9	8.9
Incr Delay (d2), s/veh	0.1	0.0	0.4	0.1	0.0	0.5	4.1	0.2	0.2	0.0	0.6	0.6
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.3	0.0	0.7	0.3	0.0	1.0	0.2	0.4	0.4	0.2	1.0	1.1
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	19.9	0.0	18.3	19.2	0.0	18.7	28.9	9.7	9.7	7.6	9.5	9.6
LnGrp LOS	B		B	B		B	C	A	A	A	A	A
Approach Vol, veh/h	99			133			124			366		
Approach Delay, s/veh	18.8			18.8			11.8			9.3		
Approach LOS	B			B			B			A		
Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	9.2	27.0		15.6	7.3	28.9		15.6				
Change Period (Y+Rc), s	6.0	6.0		6.0	6.0	6.0		6.0				
Max Green Setting (Gmax), s	7.0	21.0		19.0	7.0	21.0		19.0				
Max Q Clear Time (g_c+I1), s	2.7	3.0		5.7	2.4	5.0		4.8				
Green Ext Time (p_c), s	0.0	0.5		0.3	0.0	1.7		0.5				
Intersection Summary												
HCM 7th Control Delay, s/veh	12.8											
HCM 7th LOS	B											

Lanes, Volumes, Timings

2: Jackson Dr & 37th Terr

Jackson Apartments TIS
Future + Site AM Peak Hour

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	27	29	29	25	70	20	12	80	15	36	207	71
Future Volume (vph)	27	29	29	25	70	20	12	80	15	36	207	71
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	150		0	115		0	90		0	95		0
Storage Lanes	1		0	1		0	1		0	1		0
Taper Length (ft)	25			25			25			25		
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.95	0.95	1.00	0.95	0.95
Frt		0.925			0.967			0.977			0.962	
Flt Protected	0.950			0.950			0.950			0.950		
Satd. Flow (prot)	1770	1598	0	1770	1778	0	1770	3458	0	1770	3405	0
Flt Permitted	0.690			0.713			0.950			0.682		
Satd. Flow (perm)	1285	1598	0	1328	1778	0	1770	3458	0	1270	3405	0
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)		34			22			17			77	
Link Speed (mph)		30			30			30			30	
Link Distance (ft)		353			623			898			774	
Travel Time (s)		8.0			14.2			20.4			17.6	
Peak Hour Factor	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86
Heavy Vehicles (%)	2%	7%	13%	2%	2%	8%	2%	2%	2%	2%	2%	2%
Adj. Flow (vph)	31	34	34	29	81	23	14	93	17	42	241	83
Shared Lane Traffic (%)												
Lane Group Flow (vph)	31	68	0	29	104	0	14	110	0	42	324	0
Turn Type	Perm	NA		Perm	NA		Prot	NA		D.P+P	NA	
Protected Phases		4			8		5	2		1	6	
Permitted Phases	4			8						2		
Detector Phase	4	4		8	8		5	2		1	6	
Switch Phase												
Minimum Initial (s)	10.0	10.0		10.0	10.0		7.0	10.0		7.0	10.0	
Minimum Split (s)	24.0	24.0		24.0	24.0		13.0	24.0		13.0	24.0	
Total Split (s)	25.0	25.0		25.0	25.0		13.0	27.0		13.0	27.0	
Total Split (%)	38.5%	38.5%		38.5%	38.5%		20.0%	41.5%		20.0%	41.5%	
Maximum Green (s)	19.0	19.0		19.0	19.0		7.0	21.0		7.0	21.0	
Yellow Time (s)	4.0	4.0		4.0	4.0		4.0	4.0		4.0	4.0	
All-Red Time (s)	2.0	2.0		2.0	2.0		2.0	2.0		2.0	2.0	
Lost Time Adjust (s)	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Total Lost Time (s)	6.0	6.0		6.0	6.0		6.0	6.0		6.0	6.0	
Lead/Lag							Lead	Lag		Lead	Lag	
Lead-Lag Optimize?							Yes	Yes		Yes	Yes	
Vehicle Extension (s)	3.0	3.0		3.0	3.0		3.0	3.0		3.0	3.0	
Recall Mode	None	None		None	None		None	Max		None	Max	
Walk Time (s)	7.0	7.0		7.0	7.0			7.0			7.0	
Flash Don't Walk (s)	11.0	11.0		11.0	11.0			11.0			11.0	
Pedestrian Calls (#/hr)	0	0		0	0			0			0	
Act Effect Green (s)	10.3	10.3		10.3	10.3		7.1	27.2		28.2	29.5	
Actuated g/C Ratio	0.21	0.21		0.21	0.21		0.14	0.55		0.57	0.60	
v/c Ratio	0.11	0.19		0.10	0.27		0.05	0.06		0.05	0.16	
Control Delay (s/veh)	19.3	12.9		19.2	17.2		21.7	8.8		5.3	6.2	
Queue Delay	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	

Lanes, Volumes, Timings
2: Jackson Dr & 37th Terr

Jackson Apartments TIS
Future + Site AM Peak Hour

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Total Delay (s/veh)	19.3	12.9		19.2	17.2		21.7	8.8		5.3	6.2	
LOS	B	B		B	B		C	A		A	A	
Approach Delay (s/veh)		14.9			17.6			10.2			6.1	
Approach LOS		B			B			B			A	
Queue Length 50th (ft)	6	7		6	16		3	5		5	15	
Queue Length 95th (ft)	27	35		25	56		17	22		14	50	
Internal Link Dist (ft)		273			543			818			694	
Turn Bay Length (ft)	150			115			90			95		
Base Capacity (vph)	505	649		522	712		256	1921		802	2073	
Starvation Cap Reductn	0	0		0	0		0	0		0	0	
Spillback Cap Reductn	0	0		0	0		0	0		0	0	
Storage Cap Reductn	0	0		0	0		0	0		0	0	
Reduced v/c Ratio	0.06	0.10		0.06	0.15		0.05	0.06		0.05	0.16	

Intersection Summary

Area Type: Other

Cycle Length: 65

Actuated Cycle Length: 49.1

Natural Cycle: 65

Control Type: Semi Act-Uncoord

Maximum v/c Ratio: 0.27

Intersection Signal Delay (s/veh): 10.1

Intersection LOS: B

Intersection Capacity Utilization 28.3%

ICU Level of Service A

Analysis Period (min) 15

Splits and Phases: 2: Jackson Dr & 37th Terr

 Ø1	 Ø2	 Ø4
13 s	27 s	25 s
 Ø5	 Ø6	 Ø8
13 s	27 s	25 s

Intersection

Int Delay, s/veh 2.3

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	10	59	144	9	26	31
Future Vol, veh/h	10	59	144	9	26	31
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	86	86	86	86	86	86
Heavy Vehicles, %	2	7	4	2	2	2
Mvmt Flow	12	69	167	10	30	36

Major/Minor	Major1	Major2	Minor2
Conflicting Flow All	178	0	0 265 173
Stage 1	-	-	- 173 -
Stage 2	-	-	- 92 -
Critical Hdwy	4.12	-	- 6.42 6.22
Critical Hdwy Stg 1	-	-	- 5.42 -
Critical Hdwy Stg 2	-	-	- 5.42 -
Follow-up Hdwy	2.218	-	- 3.518 3.318
Pot Cap-1 Maneuver	1398	-	- 725 871
Stage 1	-	-	- 857 -
Stage 2	-	-	- 932 -
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	1398	-	- 718 871
Mov Cap-2 Maneuver	-	-	- 718 -
Stage 1	-	-	- 850 -
Stage 2	-	-	- 932 -

Approach	EB	WB	SB
HCM Control Delay, s/v	1.1	0	9.95
HCM LOS			A

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	261	-	-	-	794
HCM Lane V/C Ratio	0.008	-	-	-	0.083
HCM Control Delay (s/veh)	7.6	0	-	-	9.9
HCM Lane LOS	A	A	-	-	A
HCM 95th %tile Q(veh)	0	-	-	-	0.3

Intersection												
Int Delay, s/veh	7.6											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕	↕		↕	
Traffic Vol, veh/h	4	3	1	171	58	3	31	24	68	1	28	1
Future Vol, veh/h	4	3	1	171	58	3	31	24	68	1	28	1
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	0	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	93	93	93	93	93	93	93	93	93	93	93	93
Heavy Vehicles, %	2	50	2	2	2	2	2	6	5	2	5	2
Mvmt Flow	4	3	1	184	62	3	33	26	73	1	30	1

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	156	198	31	126	126	26	31	0	0	99	0	0
Stage 1	33	33	-	92	92	-	-	-	-	-	-	-
Stage 2	124	166	-	34	33	-	-	-	-	-	-	-
Critical Hdwy	7.12	7	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	6	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	6	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.45	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	810	620	1044	847	765	1050	1581	-	-	1494	-	-
Stage 1	983	782	-	915	818	-	-	-	-	-	-	-
Stage 2	880	679	-	982	867	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	724	606	1044	822	747	1050	1581	-	-	1494	-	-
Mov Cap-2 Maneuver	724	606	-	822	747	-	-	-	-	-	-	-
Stage 1	983	781	-	894	800	-	-	-	-	-	-	-
Stage 2	791	664	-	976	867	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v10.21		11.47	1.85	0.25
HCM LOS	B	B		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1015	-	-	700	804	60	-
HCM Lane V/C Ratio	0.021	-	-	0.012	0.31	0.001	-
HCM Control Delay (s/veh)	7.3	0	-	10.2	11.5	7.4	0
HCM Lane LOS	A	A	-	B	B	A	A
HCM 95th %tile Q(veh)	0.1	-	-	0	1.3	0	-

Intersection						
Int Delay, s/veh	0.6					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	2	17	28	366	383	5
Future Vol, veh/h	2	17	28	366	383	5
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	91	91	91	91	91	91
Heavy Vehicles, %	2	2	2	3	2	2
Mvmt Flow	2	19	31	402	421	5

Major/Minor	Minor2	Major1		Major2		
Conflicting Flow All	686	213	426	0	-	0
Stage 1	424	-	-	-	-	-
Stage 2	263	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	381	792	1129	-	-	-
Stage 1	628	-	-	-	-	-
Stage 2	757	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	369	792	1129	-	-	-
Mov Cap-2 Maneuver	369	-	-	-	-	-
Stage 1	609	-	-	-	-	-
Stage 2	757	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s/v10.25		0.79	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	256	-	707	-	-
HCM Lane V/C Ratio	0.027	-	0.03	-	-
HCM Control Delay (s/veh)	8.3	0.2	10.2	-	-
HCM Lane LOS	A	A	B	-	-
HCM 95th %tile Q(veh)	0.1	-	0.1	-	-

HCM 7th Signalized Intersection Summary

2: Jackson Dr & 37th Terr

Jackson Apartments TIS

Future + Site PM Peak Hour

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	92	55	36	28	84	42	38	260	33	36	274	90
Future Volume (veh/h)	92	55	36	28	84	42	38	260	33	36	274	90
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1826	1781	1856	1767	1826	1870	1870
Adj Flow Rate, veh/h	101	60	40	31	92	46	42	286	36	40	301	99
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Percent Heavy Veh, %	2	2	2	2	2	5	8	3	9	5	2	2
Cap, veh/h	294	202	135	324	227	114	104	1273	159	595	1061	342
Arrive On Green	0.19	0.19	0.19	0.19	0.19	0.19	0.06	0.40	0.40	0.06	0.40	0.40
Sat Flow, veh/h	1251	1047	698	1295	1176	588	1697	3154	393	1739	2642	852
Grp Volume(v), veh/h	101	0	100	31	0	138	42	159	163	40	201	199
Grp Sat Flow(s),veh/h/ln	1251	0	1745	1295	0	1764	1697	1763	1785	1739	1777	1717
Q Serve(g_s), s	4.0	0.0	2.6	1.1	0.0	3.6	1.2	3.1	3.1	0.7	4.0	4.1
Cycle Q Clear(g_c), s	7.6	0.0	2.6	3.7	0.0	3.6	1.2	3.1	3.1	0.7	4.0	4.1
Prop In Lane	1.00		0.40	1.00		0.33	1.00		0.22	1.00		0.50
Lane Grp Cap(c), veh/h	294	0	337	324	0	341	104	712	720	595	713	689
V/C Ratio(X)	0.34	0.00	0.30	0.10	0.00	0.40	0.40	0.22	0.23	0.07	0.28	0.29
Avail Cap(c_a), veh/h	506	0	634	545	0	641	227	712	720	725	713	689
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	21.8	0.0	18.1	19.6	0.0	18.5	23.6	10.2	10.2	7.8	10.6	10.6
Incr Delay (d2), s/veh	0.7	0.0	0.5	0.1	0.0	0.8	2.5	0.7	0.7	0.0	1.0	1.1
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.1	0.0	1.0	0.3	0.0	1.4	0.5	1.1	1.2	0.2	1.5	1.5
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	22.5	0.0	18.5	19.8	0.0	19.2	26.2	10.9	11.0	7.9	11.5	11.7
LnGrp LOS	C		B	B		B	C	B	B	A	B	B
Approach Vol, veh/h	201			169			364			440		
Approach Delay, s/veh	20.5			19.3			12.7			11.3		
Approach LOS	C			B			B			B		
Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	9.1	27.1		16.1	9.2	27.0		16.1				
Change Period (Y+Rc), s	6.0	6.0		6.0	6.0	6.0		6.0				
Max Green Setting (Gmax), s	7.0	21.0		19.0	7.0	21.0		19.0				
Max Q Clear Time (g_c+I1), s	2.7	5.1		9.6	3.2	6.1		5.7				
Green Ext Time (p_c), s	0.0	1.6		0.6	0.0	2.1		0.6				
Intersection Summary												
HCM 7th Control Delay, s/veh	14.5											
HCM 7th LOS	B											

Lanes, Volumes, Timings

2: Jackson Dr & 37th Terr

Jackson Apartments TIS
Future + Site PM Peak Hour

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	92	55	36	28	84	42	38	260	33	36	274	90
Future Volume (vph)	92	55	36	28	84	42	38	260	33	36	274	90
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	150		0	115		0	90		0	95		0
Storage Lanes	1		0	1		0	1		0	1		0
Taper Length (ft)	25			25			25			25		
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.95	0.95	1.00	0.95	0.95
Frt		0.940			0.950			0.983			0.963	
Flt Protected	0.950			0.950			0.950			0.950		
Satd. Flow (prot)	1770	1751	0	1770	1752	0	1671	3423	0	1719	3408	0
Flt Permitted	0.669			0.692			0.950			0.557		
Satd. Flow (perm)	1246	1751	0	1289	1752	0	1671	3423	0	1008	3408	0
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)		40			39			22			72	
Link Speed (mph)		30			30			30			30	
Link Distance (ft)		353			623			898			774	
Travel Time (s)		8.0			14.2			20.4			17.6	
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Heavy Vehicles (%)	2%	2%	2%	2%	2%	5%	8%	3%	9%	5%	2%	2%
Adj. Flow (vph)	101	60	40	31	92	46	42	286	36	40	301	99
Shared Lane Traffic (%)												
Lane Group Flow (vph)	101	100	0	31	138	0	42	322	0	40	400	0
Turn Type	Perm	NA		Perm	NA		Prot	NA		D.P+P	NA	
Protected Phases		4			8		5	2		1	6	
Permitted Phases	4			8						2		
Detector Phase	4	4		8	8		5	2		1	6	
Switch Phase												
Minimum Initial (s)	10.0	10.0		10.0	10.0		7.0	10.0		7.0	10.0	
Minimum Split (s)	24.0	24.0		24.0	24.0		13.0	24.0		13.0	24.0	
Total Split (s)	25.0	25.0		25.0	25.0		13.0	27.0		13.0	27.0	
Total Split (%)	38.5%	38.5%		38.5%	38.5%		20.0%	41.5%		20.0%	41.5%	
Maximum Green (s)	19.0	19.0		19.0	19.0		7.0	21.0		7.0	21.0	
Yellow Time (s)	4.0	4.0		4.0	4.0		4.0	4.0		4.0	4.0	
All-Red Time (s)	2.0	2.0		2.0	2.0		2.0	2.0		2.0	2.0	
Lost Time Adjust (s)	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Total Lost Time (s)	6.0	6.0		6.0	6.0		6.0	6.0		6.0	6.0	
Lead/Lag							Lead	Lag		Lead	Lag	
Lead-Lag Optimize?							Yes	Yes		Yes	Yes	
Vehicle Extension (s)	3.0	3.0		3.0	3.0		3.0	3.0		3.0	3.0	
Recall Mode	None	None		None	None		None	Max		None	Max	
Walk Time (s)	7.0	7.0		7.0	7.0			7.0			7.0	
Flash Don't Walk (s)	11.0	11.0		11.0	11.0			11.0			11.0	
Pedestrian Calls (#/hr)	0	0		0	0			0			0	
Act Effect Green (s)	11.3	11.3		11.3	11.3		7.2	26.4		27.4	26.4	
Actuated g/C Ratio	0.23	0.23		0.23	0.23		0.15	0.54		0.56	0.54	
v/c Ratio	0.35	0.23		0.11	0.32		0.17	0.17		0.06	0.21	
Control Delay (s/veh)	22.0	13.4		18.4	15.8		23.9	9.9		6.2	9.0	
Queue Delay	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	

Lanes, Volumes, Timings

2: Jackson Dr & 37th Terr

Jackson Apartments TIS
Future + Site PM Peak Hour

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Total Delay (s/veh)	22.0	13.4		18.4	15.8		23.9	9.9		6.2	9.0	
LOS	C	B		B	B		C	A		A	A	
Approach Delay (s/veh)		17.7			16.3			11.5			8.7	
Approach LOS		B			B			B			A	
Queue Length 50th (ft)	21	12		6	20		9	19		5	21	
Queue Length 95th (ft)	68	50		28	70		40	67		16	74	
Internal Link Dist (ft)		273			543			818			694	
Turn Bay Length (ft)	150			115			90			95		
Base Capacity (vph)	493	717		510	717		244	1850		664	1865	
Starvation Cap Reductn	0	0		0	0		0	0		0	0	
Spillback Cap Reductn	0	0		0	0		0	0		0	0	
Storage Cap Reductn	0	0		0	0		0	0		0	0	
Reduced v/c Ratio	0.20	0.14		0.06	0.19		0.17	0.17		0.06	0.21	

Intersection Summary

Area Type: Other

Cycle Length: 65

Actuated Cycle Length: 49.2

Natural Cycle: 65

Control Type: Semi Act-Uncoord

Maximum v/c Ratio: 0.35

Intersection Signal Delay (s/veh): 12.2

Intersection LOS: B

Intersection Capacity Utilization 52.9%

ICU Level of Service A

Analysis Period (min) 15

Splits and Phases: 2: Jackson Dr & 37th Terr

 Ø1	 Ø2	 Ø4
13 s	27 s	25 s
 Ø5	 Ø6	 Ø8
13 s	27 s	25 s

Intersection						
Int Delay, s/veh	1.5					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	33	166	184	28	17	20
Future Vol, veh/h	33	166	184	28	17	20
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	91	91	91	91	91	91
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	36	182	202	31	19	22

Major/Minor	Major1	Major2	Minor2
Conflicting Flow All	233	0	0 473 218
Stage 1	-	-	- 218 -
Stage 2	-	-	- 255 -
Critical Hdwy	4.12	-	- 6.42 6.22
Critical Hdwy Stg 1	-	-	- 5.42 -
Critical Hdwy Stg 2	-	-	- 5.42 -
Follow-up Hdwy	2.218	-	- 3.518 3.318
Pot Cap-1 Maneuver	1335	-	- 550 822
Stage 1	-	-	- 819 -
Stage 2	-	-	- 788 -
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	1335	-	- 533 822
Mov Cap-2 Maneuver	-	-	- 533 -
Stage 1	-	-	- 794 -
Stage 2	-	-	- 788 -

Approach	EB	WB	SB
HCM Control Delay, s/v	1.29	0	10.83
HCM LOS			B

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	298	-	-	-	658
HCM Lane V/C Ratio	0.027	-	-	-	0.062
HCM Control Delay (s/veh)	7.8	0	-	-	10.8
HCM Lane LOS	A	A	-	-	B
HCM 95th %tile Q(veh)	0.1	-	-	-	0.2

Intersection												
Int Delay, s/veh	5.9											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕	↕		↕	
Traffic Vol, veh/h	9	27	13	178	36	7	9	18	182	6	15	7
Future Vol, veh/h	9	27	13	178	36	7	9	18	182	6	15	7
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	0	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	99	99	99	99	99	99	99	99	99	99	99	99
Heavy Vehicles, %	2	2	2	3	2	20	2	2	2	2	10	2
Mvmt Flow	9	27	13	180	36	7	9	18	184	6	15	7

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	85	251	19	77	71	18	22	0	0	202	0	0
Stage 1	31	31	-	36	36	-	-	-	-	-	-	-
Stage 2	55	220	-	41	34	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.13	6.52	6.4	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.13	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.13	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.527	4.018	3.48	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	901	652	1060	909	820	1010	1593	-	-	1370	-	-
Stage 1	986	869	-	977	865	-	-	-	-	-	-	-
Stage 2	958	721	-	971	866	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	845	645	1060	851	811	1010	1593	-	-	1370	-	-
Mov Cap-2 Maneuver	845	645	-	851	811	-	-	-	-	-	-	-
Stage 1	981	866	-	970	859	-	-	-	-	-	-	-
Stage 2	905	716	-	925	863	-	-	-	-	-	-	-

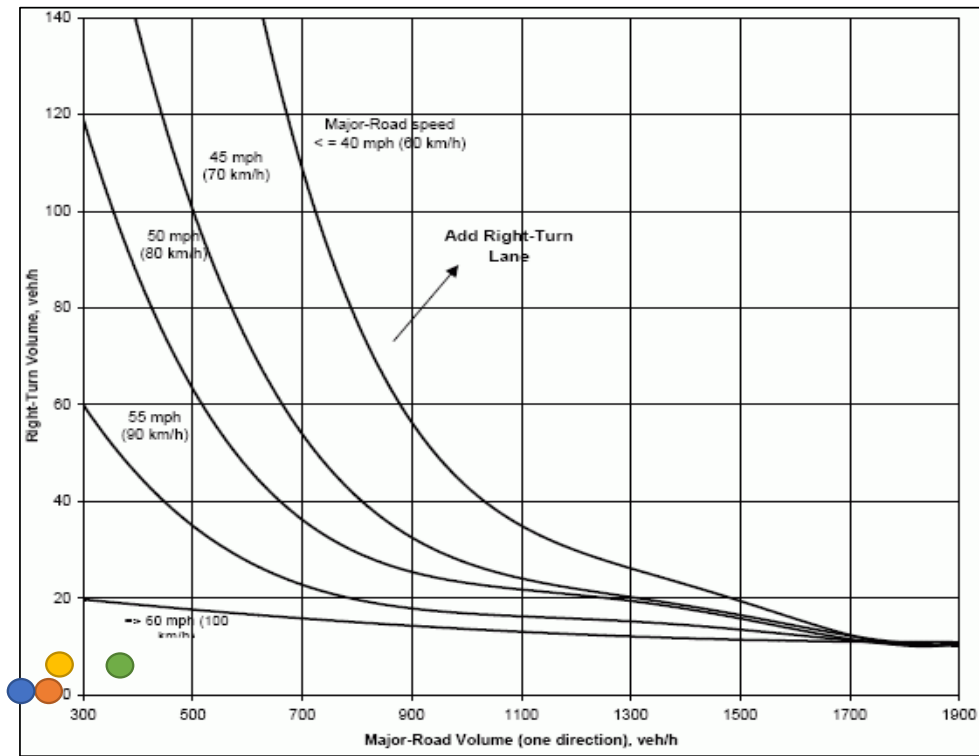
Approach	EB	WB	NB	SB
HCM Control Delay, s/v10.09		10.75	0.31	1.64
HCM LOS	B	B		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1	SBL	SBT	SBR
Capacity (veh/h)	600	-	-	756	848	363	-
HCM Lane V/C Ratio	0.006	-	-	0.065	0.263	0.004	-
HCM Control Delay (s/veh)	7.3	0	-	10.1	10.8	7.6	0
HCM Lane LOS	A	A	-	B	B	A	A
HCM 95th %tile Q(veh)	0	-	-	0.2	1.1	0	-

Jackson Drive & Drive 1 - 35 MPH

SB Right-Turn Lane

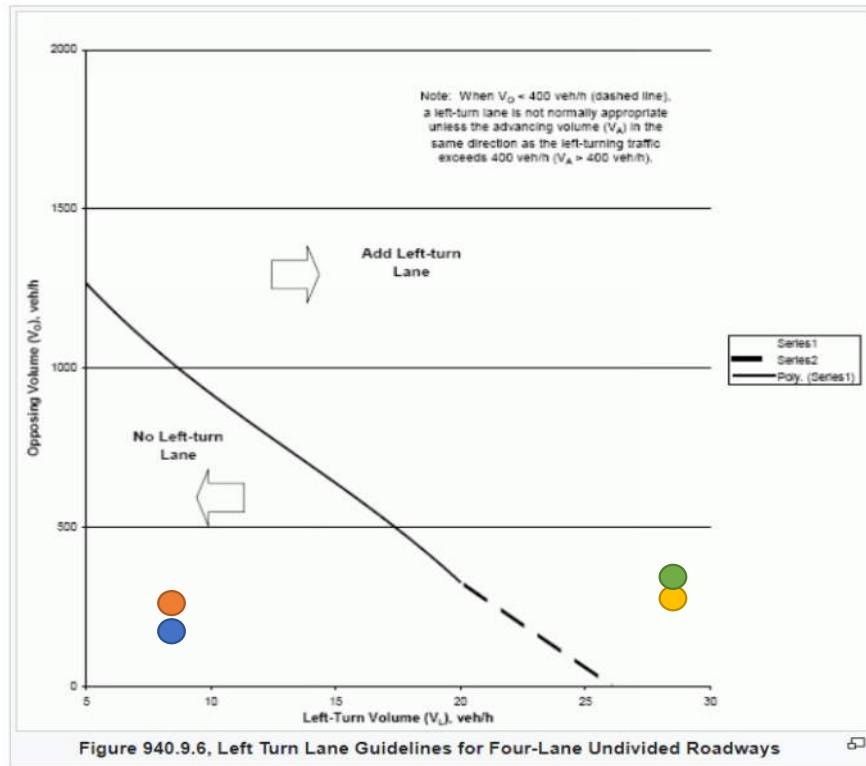
Volume Scenario	Advancing Volume	Right-Turn Volume	Lane Warranted?	Symbol
AM Ex + Site	194	1	NO	●
AM Fut + Site	288	1	NO	●
PM Ex + Site	263	5	NO	●
PM Fut + Site	388	5	NO	●



Jackson Drive & Drive 1 - 35 MPH

SB Left-Turn Lane

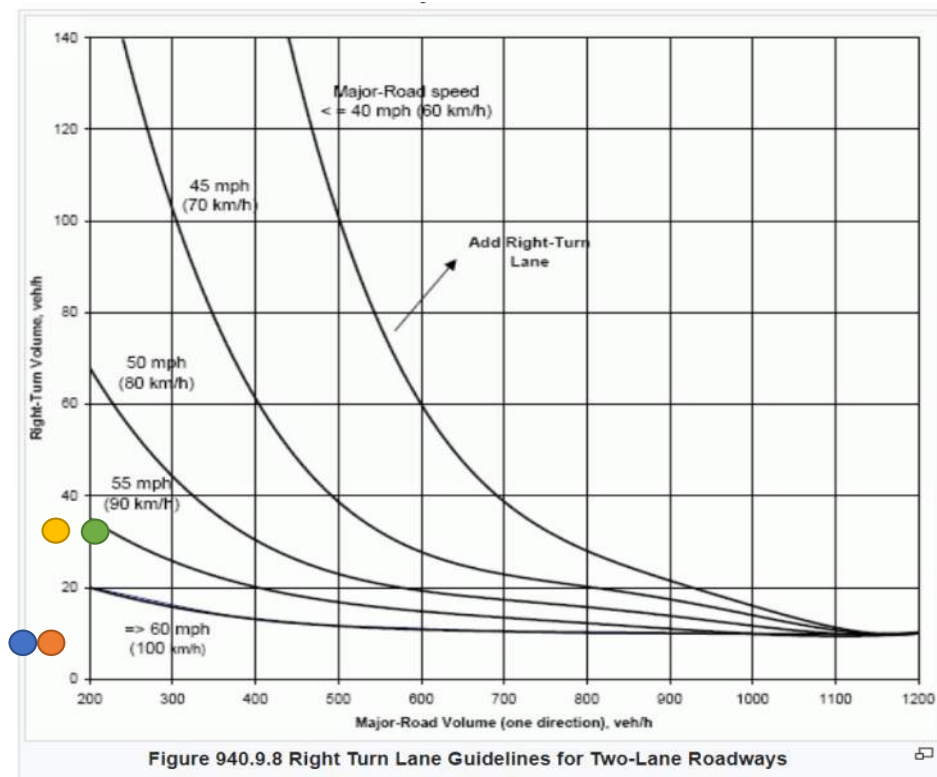
Volume Scenario	Opposing Volume	Advancing Volume	Left-Turn Volume	Percentage of Left-Turns	Lane Warranted?	Symbol
AM Ex + Site	194	88	8	9%	NO	Blue Circle
AM Fut + Site	288	127	8	6%	NO	Orange Circle
PM Ex + Site	263	274	28	10%	NO	Yellow Circle
PM Fut + Site	388	393	28	7%	NO	Green Circle



37th Terrace & Drive 2 - 30 MPH

WB Right-Turn Lane

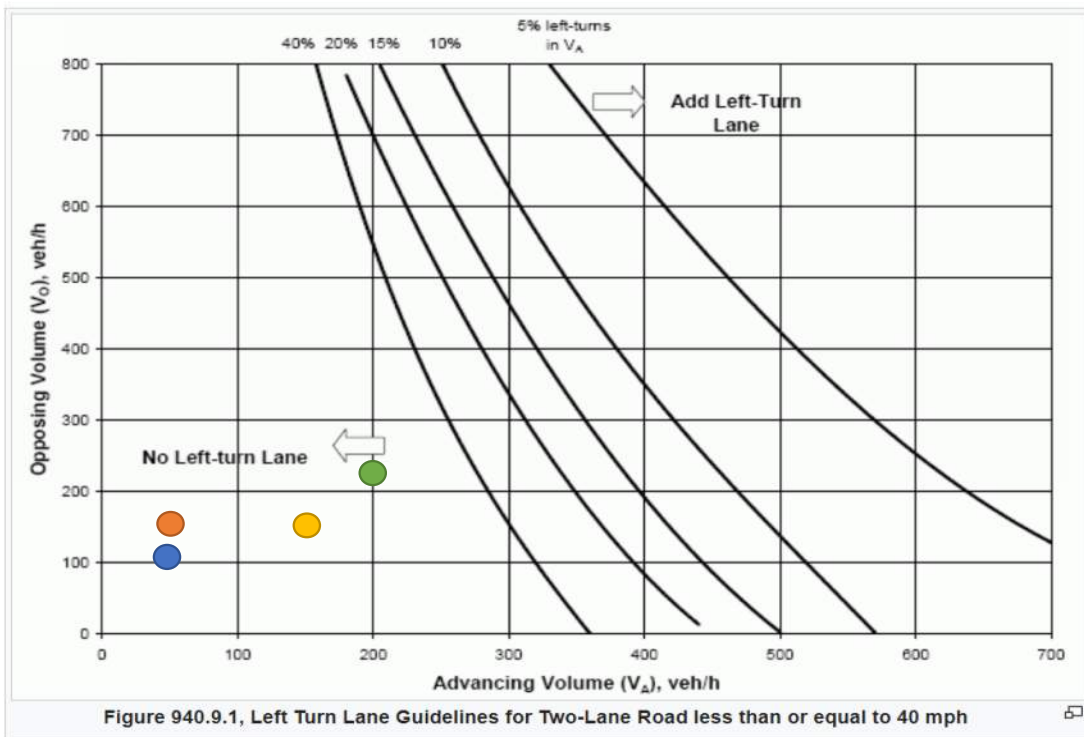
Volume Scenario	Advancing Volume	Right-Turn Volume	Lane Warranted?	Symbol
AM Ex + Site	106	9	NO	●
AM Fut + Site	153	9	NO	●
PM Ex + Site	152	28	NO	●
PM Fut + Site	212	28	NO	●



37th Terrace & Drive 2 - 30 MPH

EB Left-Turn Lane

Volume Scenario	Opposing Volume	Advancing Volume	Left-Turn Volume	Percentage of Left-Turns	Lane Warranted?	Symbol
AM Ex + Site	106	50	10	20%	NO	Blue Circle
AM Fut + Site	153	69	10	14%	NO	Orange Circle
PM Ex + Site	152	145	33	23%	NO	Yellow Circle
PM Fut + Site	212	199	33	17%	NO	Green Circle



INFINITY APARTMENTS PARKING LETTER



November 4, 2024

City of Independence, MO
111 E Maple Ave.
Independence, MO 64050

To whom it may concern:

Our proposed apartment complex includes 304 units with 500 parking spaces, providing a parking ratio of approximately 1.64 spaces per unit. This ratio aligns with industry standards and has been effective in similar developments in the region.

A strong point of comparison is The Encore Apartments in Belton, Missouri, which features 322 units and a total of 516 parking spaces, resulting in a comparable 1.6 parking ratio. The breakdown at The Encore includes a combination of 296 surface parking spaces, 62 tuck-under attached garages, 80 detached garages, and 78 carports. Despite the variety of parking options and this parking ratio, there have been no reported issues with parking availability, and adjacent public street parking is not allowed due to its status as a main arterial road. This situation suggests that the provided parking allocation meets the needs of both tenants and guests effectively.

Furthermore, the Yates & Yates management team has extensive experience—over 55 years combined—spanning more than 30 multifamily housing projects, including new constructions that transitioned into lease-ups. This portfolio, covering over 1,200 units across eight Kansas City properties, has consistently demonstrated that parking has not posed a challenge.

The clear record of success at The Encore Apartments and the team's comprehensive property management expertise support the conclusion that the parking provision of 500 spaces for our new complex will sufficiently meet the needs of residents and visitors alike. We trust that these insights will provide confidence to the City of Independence as it considers approval of our project.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Adam V. DeGonia'.

Adam DeGonia, PE
Project Engineer

NOTICE:
McClure Engineering Co. is not responsible or liable for any issues, claims, damages, or losses (collectively, "Losses") which arise from failure to follow these Plans, Specifications, and the engineering intent they convey, or for Losses which arise from failure to obtain and/or follow the engineers' or surveyors' guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities, or conflicts contained within the Plans and Specifications.

MISSOURI CERTIFICATE OF AUTHORITY NO. E-2006023253
EXPIRES: DECEMBER 31, 2024

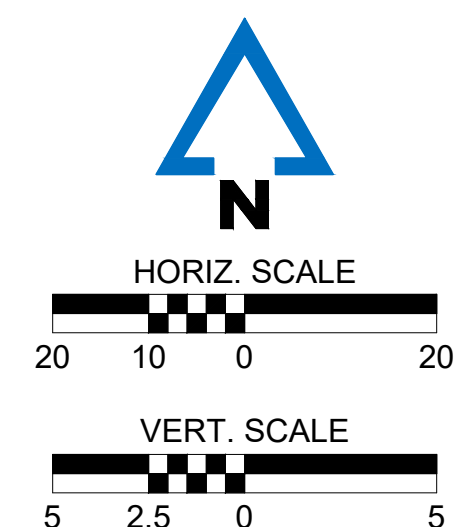
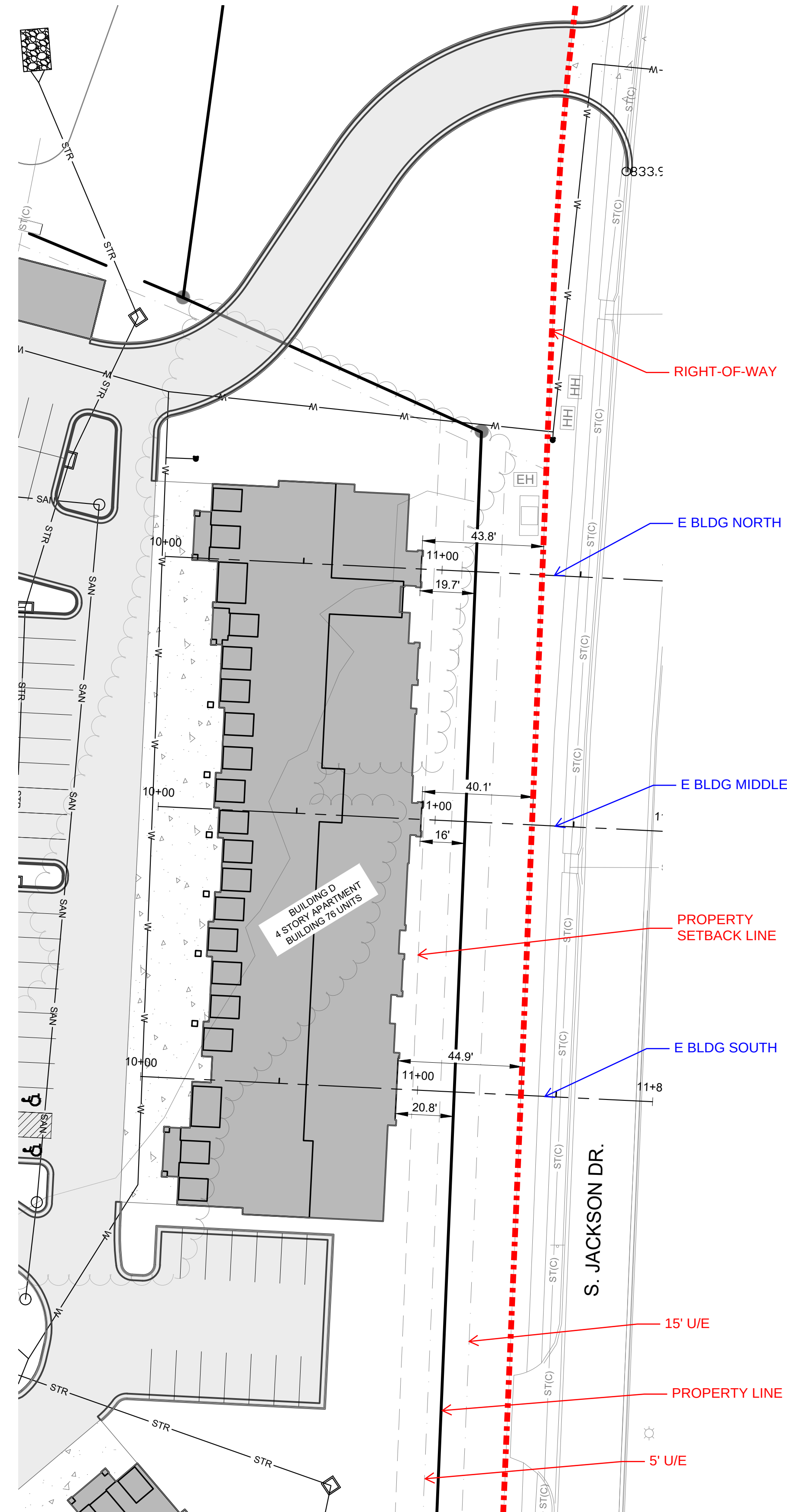
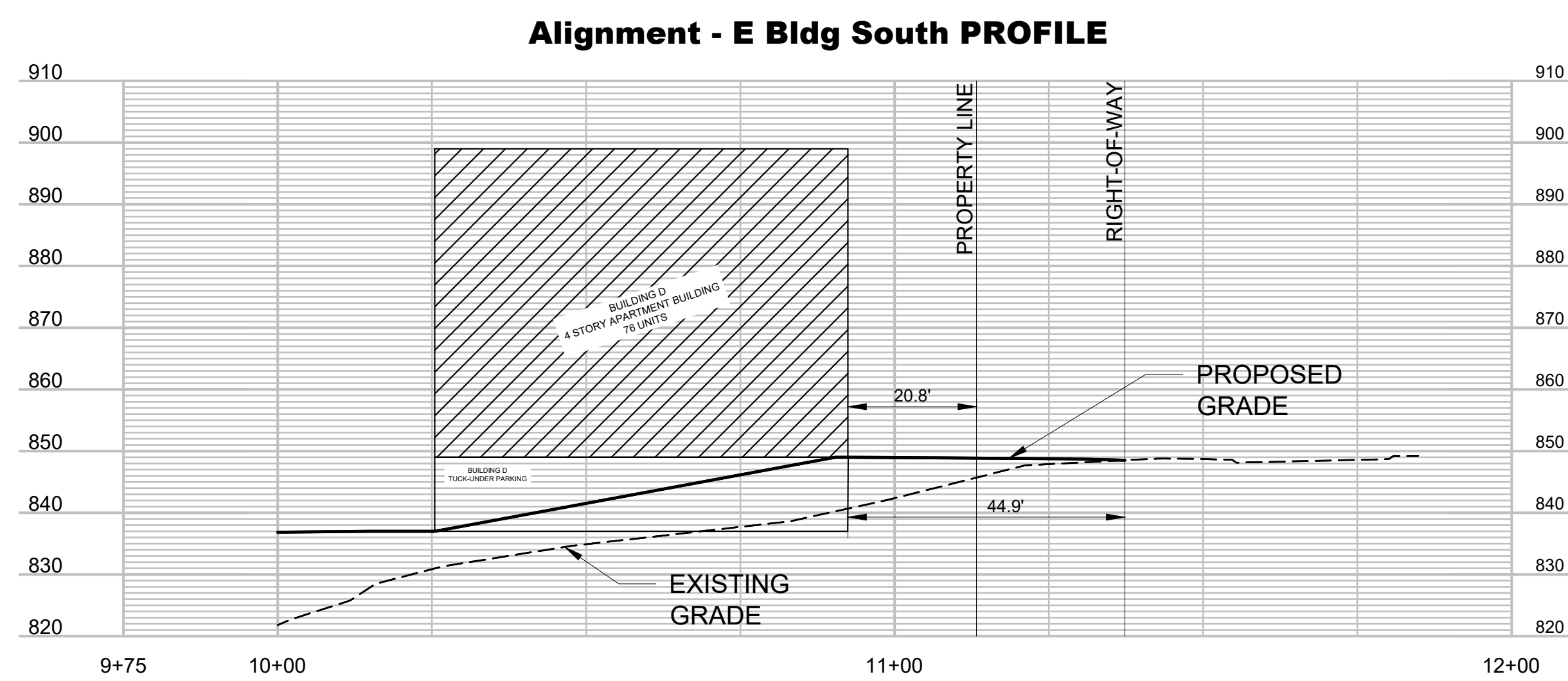
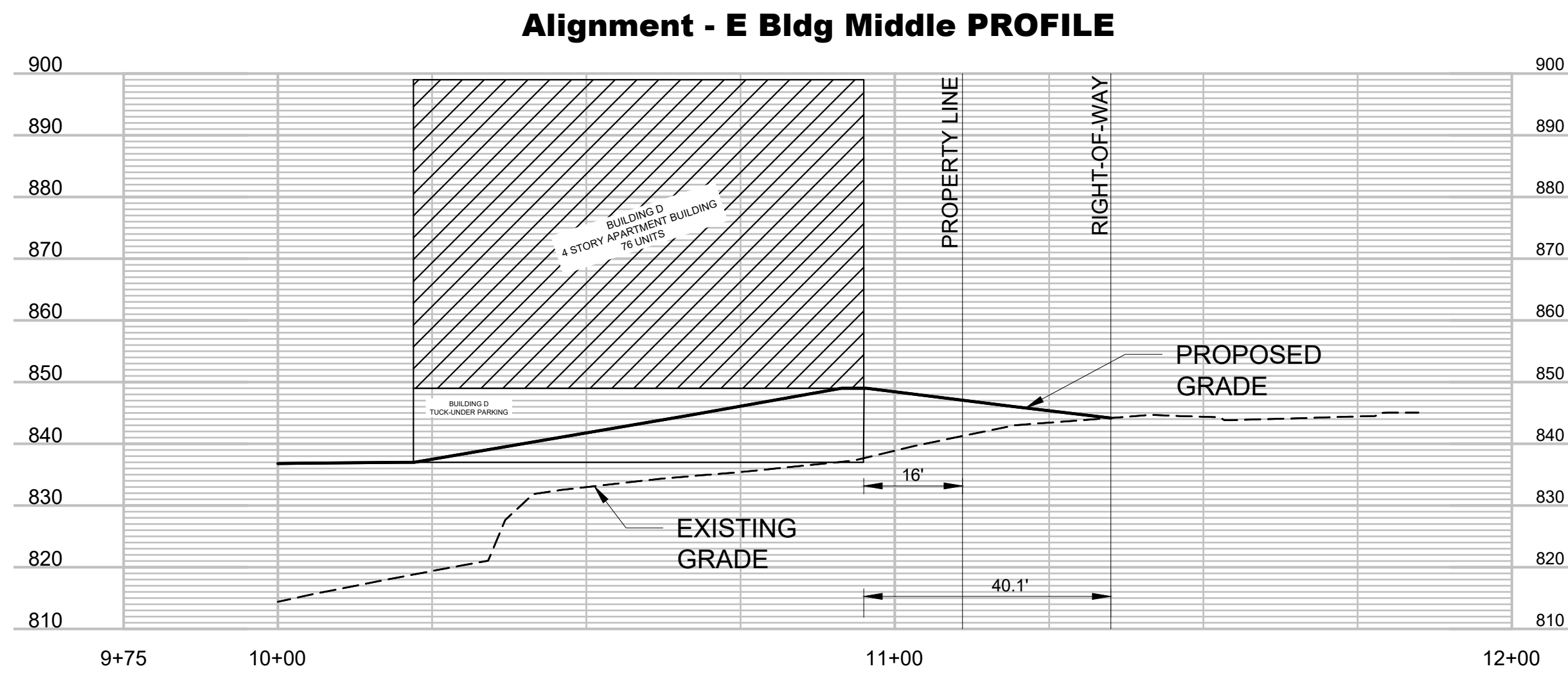
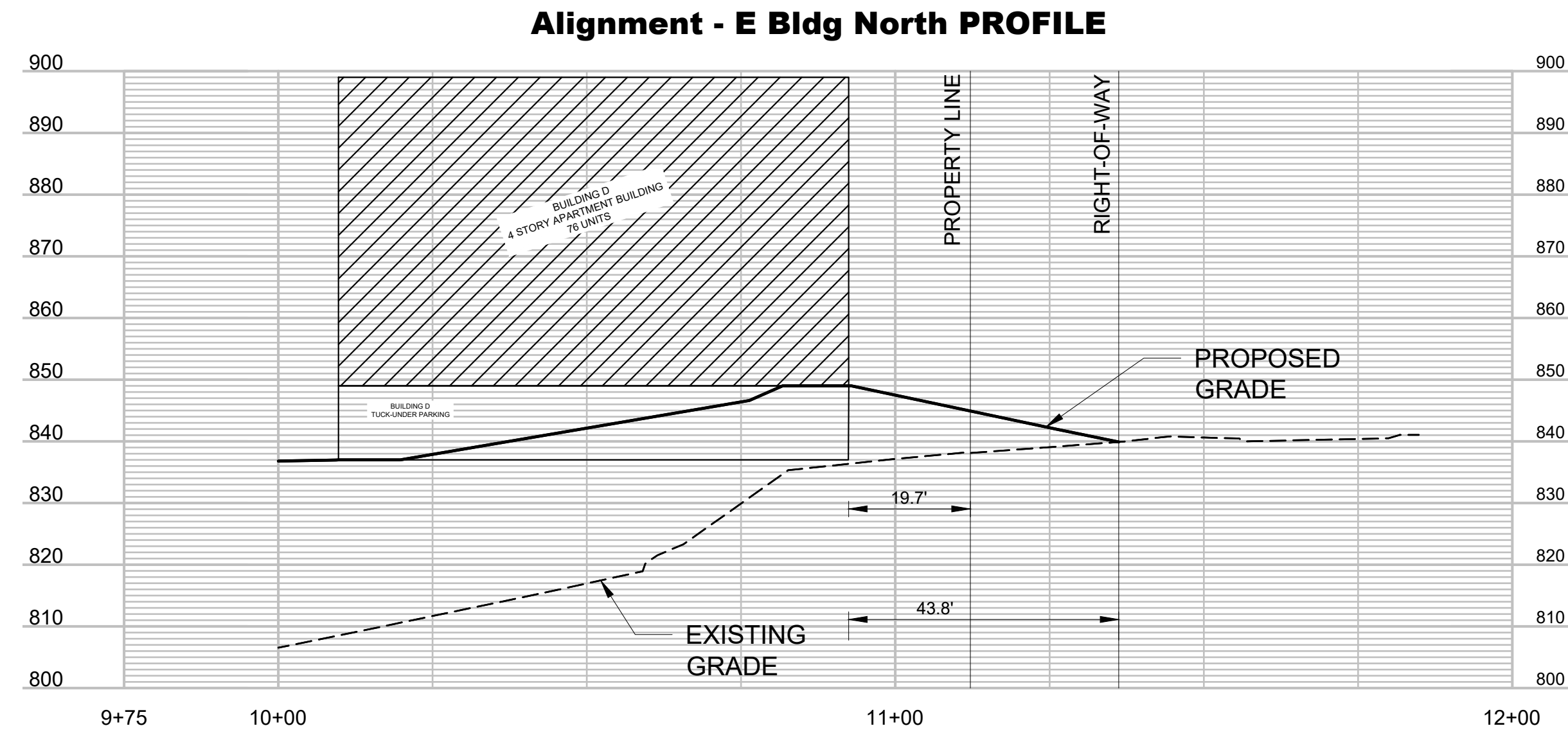
REVISIONS
2024.06.10 INITIAL CITY COMMENTS
2024.10.02 CITY COMMENTS
2024.11.01 CITY COMMENTS #3

PROJECT INFO
2023001513-000
ENGINEER: AVD
DRAWN BY: MRB
CHECKED BY: AVD

INFINITY APARTMENTS
19300 E 37TH TERRACE
INDEPENDENCE, MO 64057

SITE PLAN WITH TOPOGRAPHY
P:\2023001513-000\04-DRAWINGS\01\INTELL\TEXT\HBT\2023001513 E BLDG PROFILES.DWG

DRAWING NO.
C201





McClure

1700 Swift (Suite 100), North Kansas City, Missouri, 64116
Phone: 816.756.0444

PRELIMINARY SEWER CAPACITY STUDY

Jackson Apartments

(E 37th Terrace Ct S & S Jackson Drive in Independence, Jackson County, Missouri)

Independence, MO

NE Quarter of Section 20, Township 49N, Range 31W

Prepared by:

McClure

Contact: Adam DeGonia
1700 Swift St. Ste 100
North Kansas City, MO 64116
816.502.3915
adegonia@mcclurevision.com

October 4, 2024

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Summary & Conclusions	5

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Drainage Area Map.....	A-3
Capacity Analysis	A-4
City of Independence Design Criteria.....	A-5

GENERAL INFORMATION:

The proposed Jackson Apartments development will be constructed near the intersection of E 37th Terrace Court S and S Jackson Drive in Independence, Missouri. The 11.67-acre site is in the NE quarter of section 20, township 49N, range 31W. Refer to **Appendix A-1** for the project site plan. The property is currently undeveloped. The proposed project will consist of new multi-family residential homes, open space, parking, a clubhouse and pool, and an on-site detention basin.

METHODOLOGY:

The sewer capacity design criteria consist of the City of Independence's currently adopted Code of Ordinances, Chapter 20, Article 9, Sec. 20.09.002 and 20.09.003.

EXISTING CONDITION ANALYSIS:

As previously indicated, the site is currently undeveloped with grassland and wooded cover in some locations. Existing sewer lines run along the west and north sides of the boundaries. A map of the existing city sewers within proximity of the site is included in **Appendix A-2**.

The sewer line serving the Pepperwood Apartments (east of the site) runs along the proposed Jackson Apartment' north side. It begins as an 8" VCP pipe, transitions to a 12" PVC pipe, and then combines with the existing sewer on the west side before running north under the railroad tracks.

An 8" PVC sewer line runs north along the west property boundary, serving only the Sunterra Springs facility.

The sewer line for the Independence Ridge apartments (west of the site) runs northwest, crosses the railroad tracks, then turns back east to combine with the existing and proposed sewer lines from the subject property. This combined line flows north into an inverted siphon with 6" and 12" components. The City is currently reviewing options for improving this and the interceptor immediately downstream.

PROPOSED CONDITION ANALYSIS:

The proposed project will consist of new multi-family residential homes, open space, parking, a clubhouse and pool, and an on-site detention basin. There will be 4-4 story apartment buildings constructed on site. Due to the type and size of development, sewer mains no larger than 8" are anticipated for serving the overall site.

Final design grading has not been completed yet, but with the site's topography, the proposed drainage pattern of the site is not likely to change from that of the pre-developed drainage pattern.

As this study is part of an overall preliminary development plan submittal, no engineering design has been completed on the proposed sewers. However, an estimate based on site topography

conditions has been assumed and was used as basis for the pipe calculations found in the Capacity Analysis in **Appendix A-4**.

The table below shows the minimum hourly peak flow rate calculations for the existing, proposed, and future sewers affecting this site. This table can also be found in the Capacity Analysis in **Appendix A-4**.

MINIMUM HOURLY PEAK FLOW RATE CALCULATIONS				
LAND USE	OUTGOING PIPE SIZE (IN.)	AREA (AC.)	SEWER CAPACITY FLOW FACTOR (CFS/AC.)	MIN. HOURLY PEAK FLOW RATE (CFS)
MULTI-FAMILY (EXISTING, PEPPERWOOD APTS)	8	21.1	0.02	0.42
MULTI-FAMILY (EXISTING, INDEPENDENCE RIDGE)	8	25.07	0.03	0.75
MULTI-FAMILY (PROPOSED)	8	11.67	0.03	0.35
COMMERCIAL (OTHER)	12	81.85	0.02	1.64
COMMERCIAL (SUNTERRA SPRINGS)	8	3.35	0.02	0.07
FUTURE A (C-2 COMMERCIAL)	TBD	23.5	0.02	0.47
FUTURE B (R-6 RESIDENTIAL)	TBD	6	0.03	0.18
FUTURE C (R-6 RESIDENTIAL)	TBD	5.6	0.03	0.17
FUTURE D (C-2 COMMERCIAL)	TBD	5.6	0.02	0.11
FUTURE E (R-6 RESIDENTIAL)	TBD	10.0	0.03	0.30
FUTURE F (C-2 & R-6)	TBD	6.1	0.025	0.15
FUTURE G (R-18 RESIDENTIAL PUD)	TBD	14.2	0.03	0.43

A total peak flow to the site outfall location once full build out (including 71 acres of future development) is complete is determined to be 5.04 cfs. The amount of flow added by our proposed development accounts for 0.35 cfs of that flow.

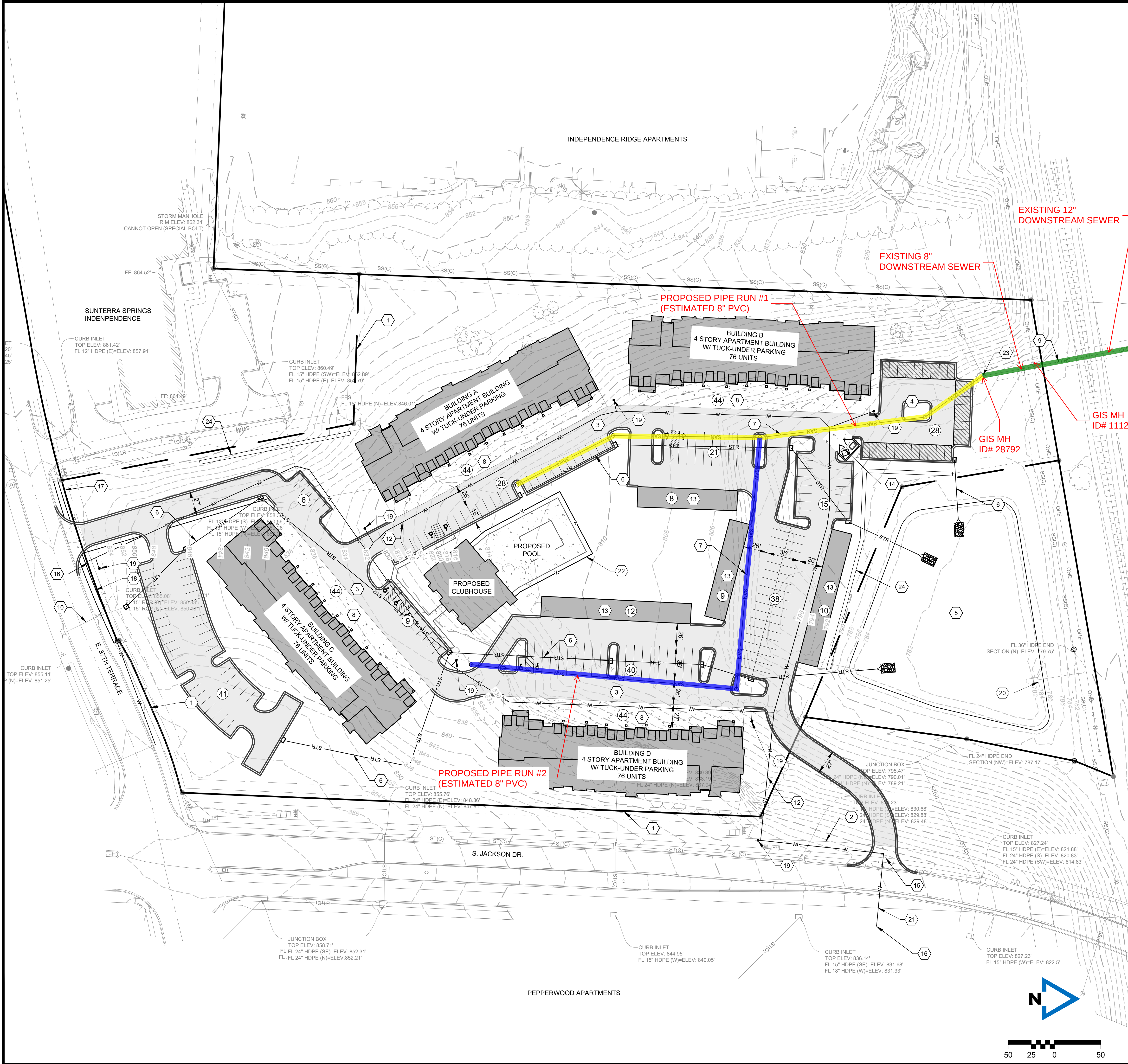
SUMMARY & CONCLUSION:

The proposed Jackson Apartments development will be constructed near the intersection of E 37th Terrace Court S and S Jackson Drive in Independence, Missouri. The proposed project will consist of new multi-family residential homes, open space, parking, a clubhouse and pool, and an on-site detention basin.

Analysis shows a capacity of the existing 15" downstream sewer to be 3.58 cfs. After full build out of the proposed site, an additional 0.35 cfs will be added to the system bringing the total flow to 5.04 cfs, which is above the capacity of the downstream system.

The City is reviewing options for improvement of the downstream interceptor. Once a potential solution is determined, the owner will work with the city under the Independence Cost Share Ordinance Sec. 20.09.016 to construct improvements.

APPENDIX A-1
PRELIMINARY SITE PLAN



KEY NOTES

- 1 PROPERTY LINE (TYP.)
- 2 EXISTING RIGHT-OF-WAY
- 3 PROPOSED ASPHALT PRIVATE DRIVE PAVEMENT
- 4 PROPOSED CARPORT PARKING
- 5 EXISTING DETENTION BASIN
- 6 PROPOSED PRIVATE STORM SEWER
- 7 PROPOSED PRIVATE SANITARY SEWER
- 8 PROPOSED CONCRETE PAVEMENT (GARAGE DRIVE ENTRY)
- 9 EXISTING 8" PUBLIC SANITARY SEWER
- 10 EXISTING 15" PUBLIC STORM SEWER
- 11 EXISTING DRIVEWAY
- 12 PROPOSED WATER MAIN
- 13 GARAGE PARKING
- 14 PROPOSED DUMPSTER ENCLOSURE
- 15 PROPOSED DRIVEWAY
- 16 PROPOSED CONNECTION TO EXISTING/PUBLIC WATER
- 17 PROPOSED PUBLIC WATER EXTENSION
- 18 PROPOSED SIDEWALK EXTENSION
- 19 PROPOSED FIRE HYDRANT
- 20 EXISTING DETENTION BASIN CONTROL STRUCTURE
- 21 PROPOSED CURB CUT
- 22 PROPOSED POOL FENCE
- 23 PROPOSED SANITARY CONNECTION TO EXISTING SANITARY SEWER
- 24 PROPOSED RETAINING WALL

LEGEND

- PROPOSED CONCRETE PAVEMENT
- PROPOSED ASPHALT PAVEMENT
- PROPOSED BUILDINGS
- PROPOSED CARPORT PARKING
- PARKING STALL COUNT
- EX. SANITARY SEWER LINE
- EX. STORM SEWER LINE
- EX. UNDERGROUND ELECTRIC LINE
- EX. WATER LINE
- EX. OVERHEAD ELECTRIC
- EX. UTILITY POLE
- EX. WATER VALVE
- EX. LIGHT POLE
- EX. MANHOLE
- EX. FIRE HYDRANT
- NEW FENCE
- NEW STORM SEWER LINE
- NEW FIBER OPTIC LINE
- NEW WATER LINE
- NEW SANITARY SEWER LINE
- NEW SANITARY MANHOLE
- NEW NON-SETBACK STORM INLET
- NEW JUNCTION BOX
- NEW WATER TEE
- NEW WATER THRUST BLOCK
- NEW WATER VALVE
- NEW FIRE HYDRANT
- EXISTING 2' CONTOUR
- EXISTING 10' CONTOUR

LEGAL DESCRIPTION

LOT 2 AND TRACT A, JACKSON BUSINESS PARK, A SUBDIVISION IN INDEPENDENCE, JACKSON COUNTY, MISSOURI.

SITE ADDRESS

19300 E 37TH TERRACE
INDEPENDENCE, MO 64057

AREA SUMMARY

TOTAL AREA: 508,393 +/- SQ. FT. (11.67 +/- ACRES)
OPEN SPACE AREA: 237,178 +/- SQ. FT. (47%)

ZONING NOTE

EXISTING ZONING: C-2 (GENERAL COMMERCIAL)
PROPOSED ZONING: R-30 (PUD)

MINIMUM STANDARDS:

ARTERIAL STREET SETBACK - 50'
COLLECTOR/MINOR ARTERIAL STREET SETBACK - 35'
ALL OTHER STREETS - 25'
REAR SETBACK - 25'
SIDE SETBACK - 5'
MAXIMUM HEIGHT - 35'

SITE DEVELOPMENT DATA

PROPOSED BUILDING = 4 BUILDINGS (76 UNITS EACH)

OFF-STREET PARKING = 198 SPACES
ATTACHED GARAGE PARKING(44/BUILDING) =176 SPACES
DETACHED GARAGE PARKING = 39 SPACES
CARPORT PARKING = 28 SPACES
TOTAL PARKING PROVIDED = 441 SPACES

FLOODPLAIN:

PER THE "FLOOD INSURANCE RATE MAP", COMMUNITY PANEL NO. 29095C0311G, HAVING AN EFFECTIVE JANUARY 20, 2017 AS PUBLISHED BY FEDERAL EMERGENCY MANAGEMENT AGENCY. OUR REVIEW OF THIS MAP INDICATES THAT THIS PARCEL OF LAND LIES WITHIN ZONE X WHICH IS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN."

McCLURETM
1700 Swift Ave., Suite 100
North Kansas City, Missouri 64116
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F 816-756-1763
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Cedar Rapids, IA | Clive, IA
Coralville, IA | Council Bluffs, IA
Fort Dodge, IA | Sioux City, IA
Columbia, MO | Macon, MO
North Kansas City, MO | Springfield, MO
Lenexa, KS
Portsmouth, NH

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McClure Engineering Co. is not responsible or liable for any issues, claims, damages, or losses (collectively, "Losses") which arise from failure to follow these Plans, Specifications, and the engineering intent they convey, or for Losses which arise from failure to obtain and/or follow the engineers' or surveyors' guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities, or conflicts contained within the Plans and Specifications.

MISSOURI CERTIFICATE OF AUTHORITY NO. E-2006023253
EXPIRES: DECEMBER 31, 2024

REVISIONS
2024.06.10 INITIAL CITY COMMENTS

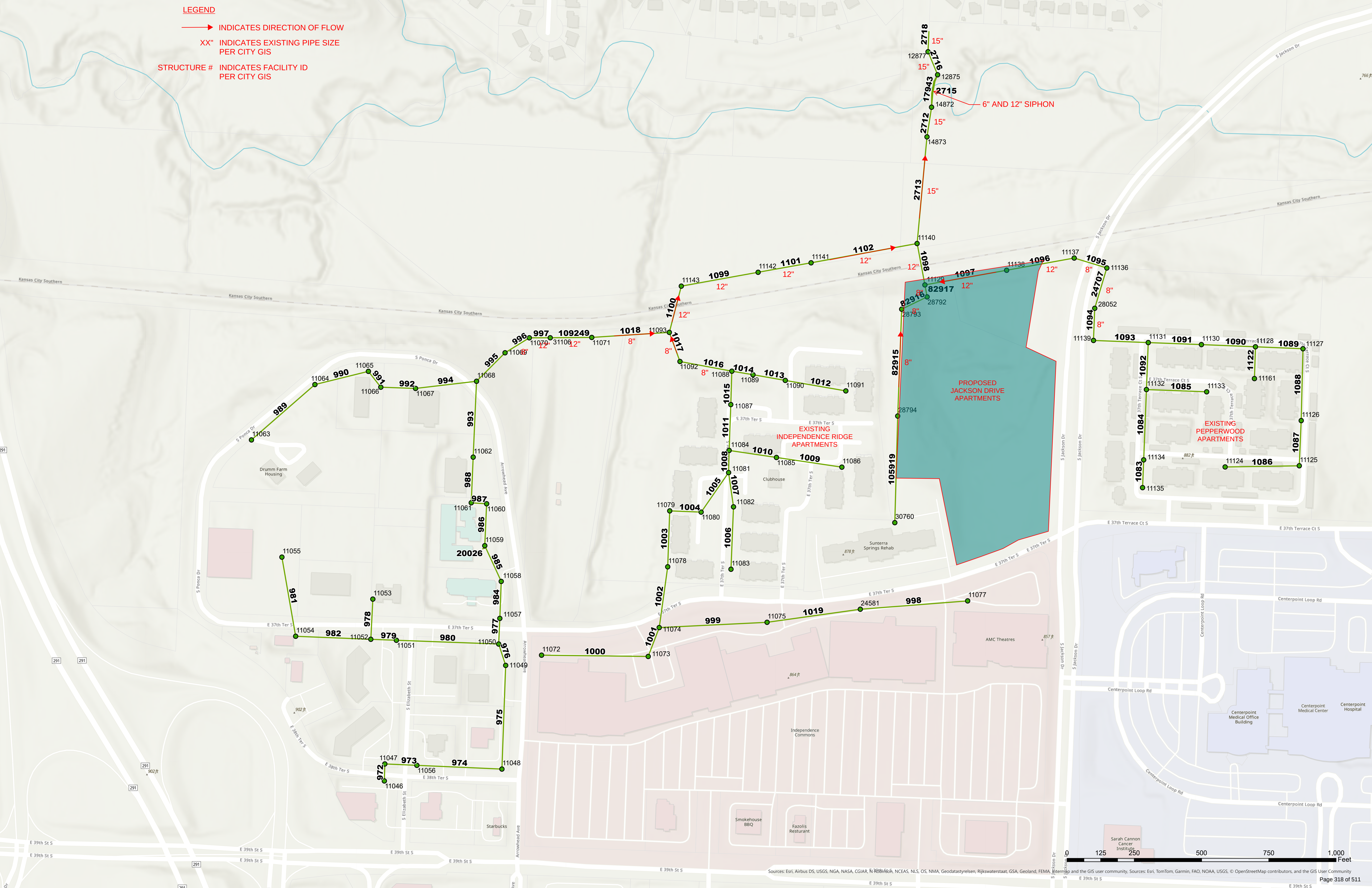
PROJECT INFO
2023001513-000
ENGINEER AVD
DRAWN BY MRB
CHECKED BY AVD

JACKSON APARTMENTS
19300 E 37TH TERRACE
INDEPENDENCE, MO 64057
SITE PLAN WITH TOPOGRAPHY
P:\2023001513-000\04-DRAWINGS\01\TITLE\PRELIMINARY DEVELOPMENT PLANS\2023001513 SITE.DWG

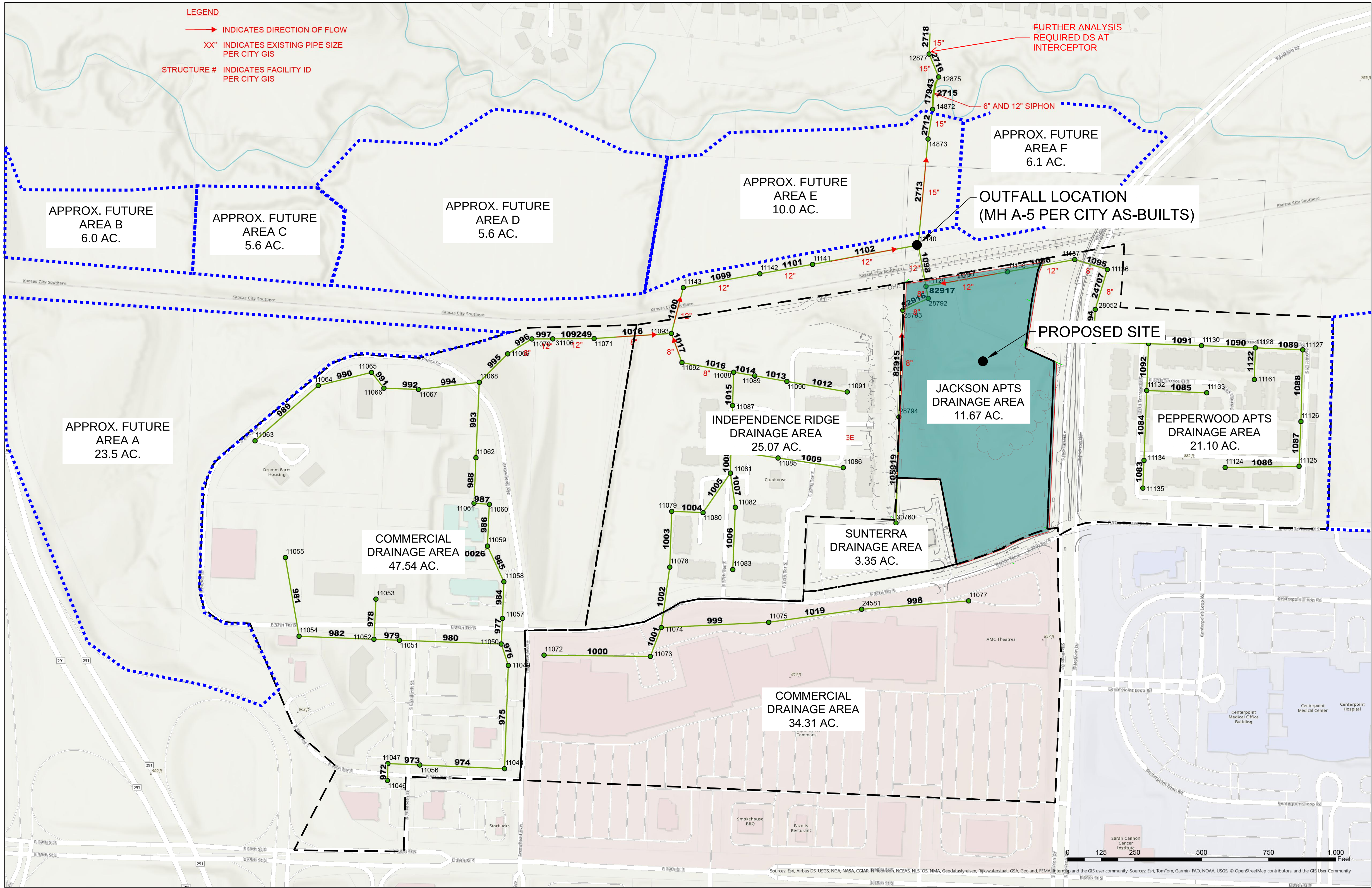
DRAWING NO.
C201

APPENDIX A-2
EXISTING SEWER MAP

- LEGEND**
- INDICATES DIRECTION OF FLOW
 - XX" INDICATES EXISTING PIPE SIZE PER CITY GIS
 - STRUCTURE # INDICATES FACILITY ID PER CITY GIS



APPENDIX A-3
DRAINAGE AREA MAP



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North Kansas City, MO | Springfield, MO
Lenexa, KS
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MISSOURI CERTIFICATE OF AUTHORITY NO. E-2006023253
EXPIRES: DECEMBER 31, 2024

REVISIONS
2024.06.10 INITIAL CITY COMMENTS

PROJECT INFO
2023001513-000

ENGINEER	DRAWN BY	CHECKED BY
AVD	MRB	AVD

INFINITY APARTMENTS
19300 E 37TH TERRACE
INDEPENDENCE, MO 64057

DRAWING NO.
A-3

DRAINAGE AREA MAP
P:\2023001513-000\03-ENGINEERING\CIVIL\SEWER CAPACITY STUDY\2023001513-000 DMAP EXISTING.DWG

APPENDIX A-4

CAPACITY ANALYSIS

MINIMUM HOURLY PEAK FLOW RATE CALCULATIONS				
LAND USE	OUTGOING PIPE SIZE (IN.)	AREA (AC.)	SEWER CAPACITY FLOW FACTOR (CFS/AC.)	MIN. HOURLY PEAK FLOW RATE (CFS)
MULTI-FAMILY (EXISTING, PEPPERWOOD APTS)	8	21.1	0.02	0.42
MULTI-FAMILY (EXISTING, INDEPENDENCE RIDGE)	8	25.07	0.03	0.75
MULTI-FAMILY (PROPOSED)	8	11.67	0.03	0.35
COMMERCIAL (OTHER)	12	81.85	0.02	1.64
COMMERCIAL (SUNTERRA SPRINGS)	8	3.35	0.02	0.07
FUTURE A (C-2 COMMERCIAL)	TBD	23.5	0.02	0.47
FUTURE B (R-6 RESIDENTIAL)	TBD	6	0.03	0.18
FUTURE C (R-6 RESIDENTIAL)	TBD	5.6	0.03	0.17
FUTURE D (C-2 COMMERCIAL)	TBD	5.6	0.02	0.11
FUTURE E (R-6 RESIDENTIAL)	TBD	10.0	0.03	0.30
FUTURE F (C-2 & R-6)	TBD	6.1	0.025	0.15
FUTURE G (R-18 RESIDENTIAL PUD)	TBD	14.2	0.03	0.43

TOTAL PEAK FLOW TO SITE OUTFALL POINT (CFS) 5.04
TOTAL CAPACITY AT SITE OUTFALL (CFS) 3.58

PROJECT SITE PIPE CALCULATIONS					
PIPE	SIZE (IN.)	SLOPE (FT/FT)	N	FULL FLOW VELOCITY (FT/S)	FULL FLOW CAPACITY (CFS)
1	8	0.06	0.011	10.02	3.50
2	8	0.05	0.011	9.15	3.19
EXIST.	15	0.0022	0.011	2.92	3.58

APPENDIX A-5
CITY OF INDEPENDENCE DESIGN CRITERIA

Sec. 20.09.002. - General requirements.

Sanitary sewer systems shall be designed for the ultimate tributary population and shall be based on the best information available, including current zoning regulations and approved planning and zoning reports. Only gravity sewers, in accordance with provisions contained herein, shall be considered for acceptance by the City.

Sewers shall be designed to provide capacity based on the following criteria unless directed otherwise by the City Engineer:

- A. Single Family Residential - .015 cfs/acre
- B. Multi-Family Residential - .03 cfs/acre
- C. Commercial .02 cfs/acre
- D. Industrial and High Rise (in excess of three stories). A unit flow study is required.

Sec. 20.09.003. - Pipe size.

No gravity sewer main shall be less than eight inches in diameter. The sewer shall be sized based on the criteria set forth in Section 20.09.001 and 20.09.002. Pipe sizing shall be based on the Manning formula:

$$Q = \frac{1.486 R^2 S^{1/2}}{n}$$

Where:

Q = Pipe flow capacity in cubic feet per second (cfs)

A = Inside area of pipe in square feet

R = Hydraulic Radius

S = Pipe slope in feet per foot n = Pipe roughness coefficient

Value for n shall be as follows for the particular type used:

RCP	- .013
VCP	- .013
Plastic composite	- .011
Ductile Iron	- .012

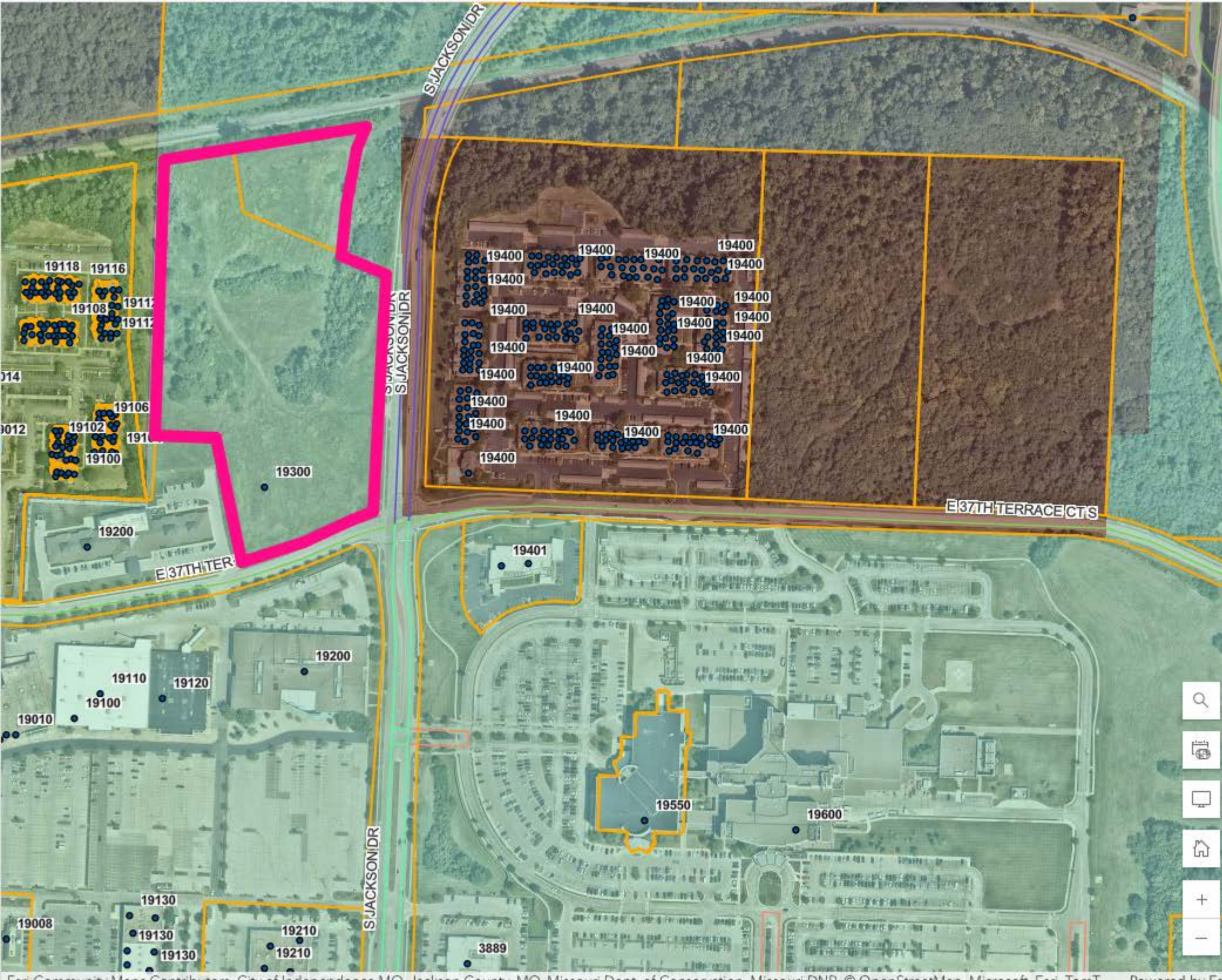
Headwater depths in a manhole shall not exceed one foot above the pipe opening. Headloss coefficients (K) at the manhole shall be as follows:.

Condition	
Thru flow	.15
Junction	.4
Contraction transition	.1
Expansion transition	.2
90 degree bend	.4
45 degree and less bends	.3

Properties

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
- R-12/HL





Planning Commission Minutes

November 19, 2024 6:00 PM

City Hall, 111 E. Maple Avenue (Ground Floor), Council Chambers

CALL TO ORDER

A meeting of the Planning Commission was held at 6:00 PM on 11/19/2024, in the 111 E Maple Avenue City Council Chambers, Independence, MO 64050. The meeting was called to order.

ROLL CALL

Upon roll call, the following members were present - Laurie Dean Wiley, Eric Ashbaugh, Edward Nesbitt, Dan O'Neill, Virginia Ferguson, Jose Torres, Michael Young. Absent - .

CONSENT AGENDA

The Consent Agenda consists of routine items of business to be acted upon by the Planning Commission with little or no public discussion. The staff or committee recommendation for each item is included in the Planning Commission packet. Any item may be removed by a commissioner or staff member to become part of the regular agenda.

Commissioner Nesbitt requested to pull Case 24-320-08 from the Consent Agenda.

1. Planning Commission Minutes – October 29, 2024

Motion

Commissioner Dan O'Neill made a motion to approve the Consent Agenda. Commissioner Edward Nesbitt seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

2. Case 24-320-08 – Final Plat – McBee Acres – A request for Final Plat approval for McBee Acres generally located at the northwest corner of US 24 and Salem Drive.

In response to Commissioner Nesbitt's question, Gabe Glaser advised parking was addressed in the conditions.

Motion

Commissioner Eric Ashbaugh made a motion to approve the case. Commissioner Virginia Ferguson seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

PUBLIC HEARINGS

1. **Continued Case 24-125-05 Rezoning/PUD – 19300 E 37th Terrace** – A request by JC Weston Construction to rezone the property from C-2 (General Commercial) to R-30/PUD (High Density Residential/Planned Unit Development) and approving a preliminary development plan.

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 conditions of approval.

In response to Commissioner Nesbitt's question, Mr. Harker advised that there's a piece of City property between the right-of-way and the subject property. Commissioner Ashbaugh asked if the City maintains that piece of property between this development and the right-of-way. Mr. Arroyo stated he believes the City maintains the property and will continue to maintain the property.

Commissioner Nesbitt stated he would like to see electric vehicle charging stations required and questioned why we're allowing so few parking spots. Mr. Arroyo said electric vehicle charging stations are not required and there are challenges in requiring those with apartment buildings.

Mr. Arroyo stated the developer provided a plan that shows their anticipated parking needs and noted visitors wouldn't be able to park on the major streets around this development. Mr. Arroyo noted the parking ratio is 1.64 per unit.

Commissioner Nesbitt questioned why new apartments are being proposed when the Housing Study said the City no longer needs apartments. Mr. Arroyo stated the update to the Housing Study showed the City could use around 650 units before we reach saturation.

In response to Chairwoman Wiley's question, Mr. Arroyo stated they believe this development will be similar in height to the existing Pepperwood Apartments.

Applicant Comments

Clint Burkdoll, Olathe, KS, stated they're a local developer and said they would be willing to add some electric vehicle charging stations. He also noted they would be willing to mow the piece of City property. Mr. Burkdoll stated the site is steep and there are challenges with the topography, which is why it hasn't been developed yet.

Jason Osborne, Rosemann & Associates, 1526 Grand Blvd, Kansas City, said the garages will

hold standard trucks. Mr. Osborne said these would be market rate apartments and based their parking plan on existing developments.

In response to Commissioner Ashbaugh's question, Mr. Osborne stated they plan to have a valet trash service.

Public Comments

No public comments.

Commissioner Comments

Commissioner Nesbitt stated he would like a condition added that requires electric vehicle charging stations.

Motion

Commissioner Edward Nesbitt made a motion to approve the case, with conditions as outlined by staff and the added condition from Commissioner Nesbitt. Commissioner Dan O'Neill seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

2. **Continued Case 24-100-24 – Rezoning – 2131 S. Scott Avenue** – A request by Andrew Rocco Mazzella to rezone the property from R-12 (Two-Family Residential) to C-2 (General Commercial).

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.

In response to Commissioner O'Neill's question, Mr. Harker stated it's a cleaning business.

Applicant Comments

Erwin Gard, 1040 SW Luttrell, Blue Springs, stated he's representing the applicant. Mr. Gard stated he believes the business does not store cleaning chemicals, but sells the cleaning supplies.

In response to Chairwoman Wiley's question, Mr. Gard said they will improve the sidewalk, curb and gutter along Scott and 23rd Street and noted the gravel will be removed.

Public Comments

No public comments.

Motion

Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Michael Young seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

3. **Continued Case 24-100-25 – Rezoning – 2301 S. Crysler Avenue** – A request by the City to rezone the property from I-1 (Industrial) and R-6 (Single Family Residential) to R-6 (Single Family Residential).

Staff Presentation

Brian Harker presented updates for this case. He provided the Commission with a background on the use of the stadium. Mr. Harker stated in 2023, the Independence School District entered into a lease with the City and Van Horn High School baseball team started using the facility.

The Independence School District has invested funds to improve the property and seeks to enter into a Development Agreement with the City to continue use of the facility.

Public Comments

Beverly Lentz, 1208 W 24th St S, expressed concerns about environmental impact and the homeless population in that area.

Commissioner Comments

In response to Chairwoman Wiley's question, Mr. Harker confirmed this is a corrective rezoning so that both plots are zoned the same and will have the same address. Chairwoman Wiley thanked staff for answering all the questions that were presented at the last meeting.

Motion

Commissioner Eric Ashbaugh made a motion to approve the case. Commissioner Edward Nesbitt seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

4. **Case 24-100-26 – Rezoning – 17200 E. Medical Center Pkwy, 17203 & 17221 E. 23rd Street** – A request by the City to rezone the property from R-30/PUD (High Density Residential/Planned Unit Development) to C-2 (General Commercial).

Staff Presentation

Gabe Glaser presented the case. Mr. Glaser 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.

Public Comments

Natalie Sevy, 17208 E 23rd St, stated she owns a property across the street from the Independence Utilities Center. She stated if there is going to be a jail on this property, she is opposed to this change.

Mr. Glaser noted this is a rezoning request and is not related to a future use of this property.

Motion

Commissioner Dan O'Neill made a motion to approve the case. Commissioner Edward Nesbitt

seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

OTHER BUSINESS

1. Training provided by Lauber Law

Jeremy Lauber provided training to the Planning Commission.

ROUNDTABLE - NEXT MEETING DECEMBER 10, 2024

Staff noted we currently don't have any cases for the December 10, 2024 Planning Commission meeting and we anticipate canceling that meeting.

ADJOURNMENT

The meeting was adjourned at 8:38 p.m.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

A public hearing for the application to rezone the property at 17200 E. Medical Center Parkway, 17203 & 17221 E. 23rd Street from R-30/PUD, High Density Residential/Planned Unit Development, to C-2, General Commercial. ***New Information Only.***

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

Department / Contact	Community Development /
---------------------------------	-------------------------

REVIEWERS

Tom Scannell
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. 11-19-24 Public Notice Submitted to Examiner

INTERIM AD DRAFT

This is the proof of your ad scheduled to run in **Examiner** on the dates indicated below. If changes are needed, please contact us prior to deadline at **(816) 254-8600**.

Notice ID: mQD3nJnWmKZHLn7ylq18 | **Proof Updated: Oct. 29, 2024 at 10:18am CDT**
Notice Name: PC 11.19.24

See Proof on Next Page

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Examiner

Columns Wide: 1 **Ad Class:** Legals

Total Column Inches: 6.88

Number of Lines: 55

11/02/2024: Other 88.94

Subtotal	\$88.94
Tax	\$0.00
Processing Fee	\$0.00
Total	\$88.94

Notice of Public Hearing

Notice is hereby given that a public hearing will be held by the Independence City **Planning Commission** at 6 p.m., Tuesday, November 19, 2024, and by the Independence **City Council** at 6 p.m., Monday, January 6, 2025, in the Independence City Hall City Council Chambers (lower level, north entrance) 111 E. Maple Avenue, in Independence, Missouri on the following matter(s):

Case 24-100-26 – Rezoning – 17200 E. Medical Center Pkwy, 17203 & 17221 E. 23rd Street – A request by the City to rezone the property from R-30/PUD (High Density Residential/Planned Unit Development) to C-2 (General Commercial).

The Planning Commission will conduct full public hearing on this application. The City Council will only hear new information that was not presented at the Planning Commission's public hearing if such facts were not reasonably available at the time of the Planning Commission hearing. Any new information proposed to be presented to the City Council must be submitted in writing to the Community Development Department and Law Department at least seven (7) days prior to the City Council meeting.

Witness my hand this 29th day of October, 2024.

Tom Scannell, Community Development Director
The City of Independence, Missouri is an Equal Opportunity Employer/Contractor/MFD

Published in the Examiner, Nov 2, 2024

#####

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-129 **2R** An ordinance approving a rezoning from District R-30/PUD (High-Density Residential Planned Unit Development) to District C-2 (General Commercial) for the properties at 17200 E. Medical Center Parkway, 17203 & 17221 E. 23rd Street. **2R**

Recommendations:

Commissioner O'Neill made a motion to recommend approval of case 24-100-26, the rezoning of 17200 E. Medical Center Parkway, 17203 & 17221 E. 23rd Street. A second to the motion was made by Commissioner Nesbitt. The Independence Planning Commission voted as follows:

Commissioner Nesbitt – Yes

Commissioner Ferguson – Yes

Commissioner Ashbaugh - Yes

Commissioner Wiley - Yes

Commissioner O'Neill – Yes

Commissioner Torres – Yes

Commissioner Young – Yes

The motion was approved, and the application is forwarded to the City Council for its consideration. Staff recommends approval of this application.

Background:**PROPOSAL:**

The City has owned this property since acquiring the property in 2014. Since that time, the City has repurposed the former medical office building adjacent to 23rd Street into the Independence Utilities Center as well as constructing the Independence Communication Center along Medical Center Parkway. The City seeks to rezone this site to align the zoning with the existing and future City uses as well as the existing zoning along 23rd Street and M-291.

ZONING HISTORY:

This application for a rezoning consists of 3 properties which were annexed into the City of Independence in 1963 (Ordinance #14868). Two tax parcels that comprise the majority of the site remain unplatted. The southern region of the site was platted in 1977 as Lot 7 of the Medical Center Park subdivision.

When the City assigned zoning district classifications to properties, in 1965, this undeveloped site was designated an R-4 (Apartments) classification. In 1980, when the City updated its Zoning District Map, the designation of this property changed to C-P-2 (Planned General Commercial). In November 2008, the City Council approved the rezoning request from C-P-2 to

R-4-PUD for the Truman Manor which consisted of 399 multi-family units across 6 buildings. In 2009, when the City adopted the Unified Development Ordinance, the R-4-PUD was converted to R-30/PUD (High Density Residential/Planned Unit Development) classification. This project was never constructed.

PROJECT DESCRIPTION:

The City is seeking to rezone this property.

PHYSICAL CHARACTERISTICS OF PROPERTY:

The site is roughly 14 acres in size and contains 2 government buildings—the Independence Utility Center and Communications Center. The site is bound by Missouri 78 Highway to the North, RD Mize Rd to the West, and Medical Center Parkway along the Southern and Eastern property boundaries. The property has an easterly aspect, sloping down about 50’ from the Northwest corner to Southeast corner.

CHARACTERISTICS OF THE AREA:

This property is surrounded by a variety of zoning district classifications and uses. To the West, there are a variety of light commercial and general commercial uses along RD Mize Rd and 291 Hwy. To the South, across Medical Center Parkway, there is a long-term care facility, health services business, and a city-owned park (Clothier). To the East, across Medical Center Parkway, there is another business district used primarily for offices. Across Missouri 78 Highway, to the North, there is a primarily single-family neighborhood.

ANALYSIS:

Consistency with *Independence for All*, Strategic Plan:

This rezoning meets the City’s objective to improve public infrastructure and facilities as it would align the zoning with existing and future uses.

Comprehensive Plan Tools and Policies for the Current Designation:

The Comprehensive Plan envisions Civic uses which includes government uses. With two existing government facilities already located here, rezoning this site ensures that this high-quality development is well-planned, and makes the best use of existing infrastructure.

Sub-Area Plans:

There are no sub-area plans for this site.

Zoning:

The existing zoning classification allows for high-density residential uses. The proposed C-2 (General Commercial) classification allows for government facilities, and better conforms the lot and building standards with the existing and proposed development.

Historic and Archeological Sites:

There are no apparent historic or archeological issues with this property.

Public Utilities:

Infrastructure is already existing at this property.

Floodplain/Stream Buffer:

This property is not located within any floodplain nor are there any stream crossings through this property.

CIP Investments:

The 23rd Street Complete Street project is planned for Fiscal Year 2025-26 and 2026-27. This project will construct new sidewalks, pedestrian signal upgrades, sidewalk ramps and street trees along both sides of 23rd Street between Lee's Summit Road and M-291. Future phases will extend the pedestrian facilities east to Speck Road.

REVIEW CRITERIA:

Recommendations and decisions on rezoning applications must be based on consideration of all of the following criteria.

1. **Conformance of the requested zoning with the Comprehensive Plan.***The Comprehensive Plan envisions Civic Use for this area. The Tools and Policies state the need to, "ensure that high quality developments are well planned and connected to existing development through the efficient use of streets, utilities and infrastructure."*
2. **Conformance of the requested zoning with any adopted neighborhood or sub-area plans in which the property is located or abuts.***This property is not located within a sub-area plan.*
3. **The compatibility of the proposed zoning with the zoning and use of nearby property, including any overlay zoning.***This property is surrounded by a variety of varying zoning classifications, including C-1 (Light Commercial), C-2 (General Commercial), R-6 (Single-Family Residential), and R-30/PUD (High Density Residential/Planned Unit Development). Rezoning this property will match much of the zoning of the surrounding properties along 23rd Street and M-291 Hwy.*
4. **The compatibility of the proposed zoning and allowed uses with the character of the neighborhood.***The proposed C-2 (General Commercial) zoning is compatible with the area's existing land use.*
5. **The suitability of the subject property for the uses to which it has been restricted under the existing zoning regulations.***The R-30/PUD (High Density Residential/Planned Unit Development) zoning remains from the unbuilt development plan. This zoning is no longer suitable since the City owns the property. Further, the proposed C-2 zoning conforms with much of the zoning of the surrounding properties along M-291 and 23rd Street.*
6. **The length of time the subject property has remained vacant as zoned.***The property is currently being used for government facilities and will continue to do so.*
7. **The extent to which approving the rezoning will detrimentally affect nearby properties.***The rezoning should have no detrimental effect on area properties.*
8. **The gain, if any, to the public health, safety, and welfare due to denial of the application, as compared to the hardship imposed upon the landowner, if any, as a**

result of denial of the application. *The rezoning would align the zoning with the existing and future City uses as well as the existing zoning along 23rd Street and M-291.*

Draft Planning Commission minutes are attached to this Council agenda item.

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact	Community Development /
---------------------------------	-------------------------

REVIEWERS

Tom Scannell
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Draft Ordinance 24-100-26
2. Staff Report 24-100-26
3. Narrative
4. Application
5. Notification Letter
6. Address List
7. Notification Area Map
8. Affidavit
9. Comprehensive Plan Map
10. Zoning Map
11. Planning Commission Meeting Minutes 11-19-24

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A REZONING FROM DISTRICT R-30/PUD (HIGH-DENSITY RESIDENTIAL PLANNED UNIT DEVELOPMENT) TO DISTRICT C-2 (GENERAL COMMERCIAL) FOR THE PROPERTIES AT 17200 E. MEDICAL CENTER PARKWAY, 17203 & 17221 E. 23RD STREET.

WHEREAS, an application submitted by the City of Independence requesting approval of a rezoning from District R-30/PUD (High-Density Residential/Planned Unit Development) to District C-2 (General Commercial) for the properties at 17200 E. Medical Center Parkway, 17203 & 17221 E. 23rd St 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 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 a public hearing for the consideration of the request on November 19, 2024, and rendered a report to the City Council recommending the rezoning be approved by a vote of 7-0; and,

WHEREAS, in accordance with the Unified Development Ordinance, it was determined that the rezoning was consistent with the review criteria in Section 14-701-02; and,

WHEREAS, no legal protests were signed, acknowledged, and presented for the application; and,

WHEREAS, after due public notice in the manner prescribed by law, the City Council held a public hearing, and rendered a decision to approve the rezoning of the said property.

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

SECTION 1. That the following legally described property is hereby rezoned from District R-30/PUD (High-Density Residential/Planned Unit Development) to District C-2 (General Commercial) and shall be subject to the regulations of said district:

SEC 7 TWP 49 RNG 31; E 221.32' OF W 660' OF N 440' OF SE 1/4 (EX PT IN RDS)

RNG-31 TWP-49 SEC-07; TH PT OF NW 1/4 OF SE 1/4 DAF; BEG SE COR 23RD & R D MIZE; RD TH S 663' TH E 806.24' TH NLY & NELY ALG CURV TO RI 159'; TH NWLY ALG CURV TO RI 99.95' TH N 304.24' TH W 240' TH S; 393.64' TH W 221.32' TH N 393.64' TH W 412' TO POB (EX PTS; IN ROW OF RDS)

MEDICAL CENTER PARK; LOT 7

SECTION 2. 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 3. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this ordinance, as determined by the City Clerk and City Counselor, may be corrected with the endorsement of the City Manager without the need to come before City Council.

SECTION 4. 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 _____, 2025, 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

MEETING DATE: November 19, 2024

STAFF: Gabriel Glaser, Planner

PROJECT NAME: Rezoning – Medical Center Parkway

CASE NUMBER/REQUEST: **Case 24-100-26 – Rezoning – 17200 E Medical Center Parkway, 17203 & 17221 E 23rd St** – A request to rezone from R-30/PUD (High Density Residential/Planned Unit Development) to C-2 (General Commercial).

APPLICANT: City of Independence

PROPERTY LOCATION: 17200 E Medical Center Parkway; and 17203 & 17221 E 23rd St S

SURROUNDING ZONING/LAND USE:

North:	R-6 (Single Family Residential)	Single-Family Residences
East:	C-2 (General Commercial)	Office
	R-30/PUD (High Density Residential/Planned Unit Development)	Assisted Living Facility
South:	C-2 (General Commercial)	Medical Services/City Owned Park (Clothier)
West:	R-6 (Single Family Residential)	Civic/Public Use (Religious)
	C-1 (Light Commercial)	General Retail
	C-2 (General Commercial)	Assembly/Event Space

PUBLIC NOTICE:

- Letters to property owners – October 31, 2024
- Public Notice published in the Independence Examiner – November 2, 2024
- Signs posted on property – November 1, 2024

FURTHER ACTION:

Following action by the Planning Commission, this rezoning request is scheduled for first reading by the City Council on December 16, 2024 and the public hearing/second reading on January 6, 2025.

RECOMMENDATION

Staff recommends **APPROVAL** of this rezoning request.

PROJECT DESCRIPTION & BACKGROUND INFORMATION

PROJECT DESCRIPTION: The City is seeking to rezone this property

Current Zoning:	R-30/PUD (High Density Residential/Planned Unit Development)	Proposed Zoning:	C-2 (General Commercial)
------------------------	--	-------------------------	--------------------------

Current Use: Government Building/Facilities (Independence Utility Center/Independence Communications Center)

Proposed Use: Government Building/Facilities (Independence Justice Campus)

Zoning History:

This application for a rezoning consists of 3 properties which were annexed into the City of Independence in 1963 (Ordinance #14868). Two tax parcels that comprise the majority of the site remain unplatted. The southern region of the site was platted in 1977 as Lot 7 of the Medical Center Park subdivision.

When the City assigned zoning district classifications to properties, in 1965, this undeveloped site was designated an R-4 (Apartments) classification. In 1980, when the City updated its Zoning District Map, the designation of this property changed to C-P-2 (Planned General Commercial). In November 2008, the City Council approved the rezoning request from C-P-2 to R-4-PUD for the Truman Manor which consisted of 399 multi-family units across 6 buildings. In 2009, when the City adopted the Unified Development Ordinance, the R-4-PUD was converted to R-30/PUD (High Density Residential/Planned Unit Development) classification. This project was never constructed.

Proposal:

The City has owned this property since acquiring the property in 2014. Since that time, the City has repurposed the former medical office building adjacent to 23rd Street into the Independence Utilities Center as well as constructing the Independence Communication Center along Medical Center Parkway. The City seeks to rezone this site to align the zoning with the existing and future City uses as well as the existing zoning along 23rd Street and M-291.

Physical Characteristics of Property:

The site is roughly 14 acres in size and contains 2 government buildings—the Independence Utility Center and Communications Center. The site is bound by Missouri 78 Highway to the North, RD Mize Rd to the West, and Medical Center Parkway along the Southern and Eastern property boundaries. The property has an easterly aspect, sloping down about 50' from the Northwest corner to Southeast corner.

Characteristics of the Area:

This property is surrounded by a variety of zoning district classifications and uses. To the West, there are a variety of light commercial and general commercial uses along RD Mize Rd and 291 Hwy. To the South, across Medical Center Parkway, there is a long-term care facility, health services business, and a city-owned park (Clothier). To the East, across Medical Center Parkway, there is another business district used primarily for offices. Across Missouri 78 Highway, to the North, there is a primarily single-family neighborhood.

ANALYSIS

Consistency with *Independence for All*, Strategic Plan:

This rezoning meets the City's objective to improve public infrastructure and facilities as it would align the zoning with existing and future uses.

Comprehensive Plan Tools and Policies for the Current Designation:

The Comprehensive Plan envisions Civic uses which includes government uses. With two existing government facilities already located here, rezoning this site ensures that this high-quality development is well-planned, and makes the best use of existing infrastructure.

Sub-Area Plans:

There are no sub-area plans for this site.

Zoning:

The existing zoning classification allows for high-density residential uses. The proposed C-2 (General Commercial) classification allows for government facilities, and better conforms the lot and building standards with the existing and proposed development.

Historic and Archeological Sites:

There are no apparent historic or archeological issues with this property.

Public Utilities:

Infrastructure is already existing at this property.

Floodplain/Stream Buffer:

This property is not located within any floodplain nor are there any stream crossings through this property.

CIP Investments:

The 23rd Street Complete Street project is planned for Fiscal Year 2025-26 and 2026-27. This project will construct new sidewalks, pedestrian signal upgrades, sidewalk ramps and street trees along both sides of 23rd Street between Lee's Summit Road and M-291. Future phases will extend the pedestrian facilities east to Speck Road.

REVIEW CRITERIA

Recommendations and decisions on rezoning applications must be based on consideration of all the following criteria:

1. Conformance of the requested zoning with the Comprehensive Plan.

The Comprehensive Plan envisions Civic Use for this area. The Tools and Policies state the need to, "ensure that high quality developments are well planned and connected to existing development through the efficient use of streets, utilities and infrastructure."

2. Conformance of the requested zoning with any adopted neighborhood or sub-area plans in which the property is located or abuts.

This property is not located within a sub-area plan.

3. The compatibility of the proposed zoning with the zoning and use of nearby property, including any overlay zoning.

This property is surrounded by a variety of varying zoning classifications, including C-1 (Light Commercial), C-2 (General Commercial), R-6 (Single-Family Residential), and R-30/PUD (High Density Residential/Planned Unit Development). Rezoning this property will match much of the zoning of the surrounding properties along 23rd Street and M-291 Hwy.

4. The compatibility of the proposed zoning and allowed uses with the character of the neighborhood.

The proposed C-2 (General Commercial) zoning is compatible with the area's existing land use.

5. The suitability of the subject property for the uses to which it has been restricted under the existing zoning regulations.

The R-30/PUD (High Density Residential/Planned Unit Development) zoning remains from the unbuilt development plan. This zoning is no longer suitable since the City owns the property. Further, the proposed C-2 zoning conforms with much of the zoning of the surrounding properties along M-291 and 23rd Street.

6. The length of time the subject property has remained vacant as zoned.

The property is currently being used for government facilities and will continue to do so.

7. The extent to which approving the rezoning will detrimentally affect nearby properties.

The rezoning should have no detrimental effect on area properties.

8. The gain, if any, to the public health, safety, and welfare due to denial of the application, as compared to the hardship imposed upon the landowner, if any, as a result of denial of the application.

The rezoning would align the zoning with the existing and future City uses as well as the existing zoning along 23rd Street and M-291.

EXHIBITS

1. Narrative
2. Application
3. Notification letter
4. Address List
5. Notification Area Map
6. Affidavit
7. Comprehensive Plan map
8. Zoning map



November 6, 2024

Case #24-100-26 – Rezoning from R-30/PUD to C-2

The City of Independence acquired these properties in June of 2014. Since that time, the properties have housed 2 government facilities—the Independence Utility Center and the Independence Communications Center.

In April of 2023, Independence City Council voted to approve funding for Project Advocates, LLC, to provide services for the development and administration of the Justice Center Project. As part of the planning efforts for the proposed Justice Center Project, Staff propose to rezone the subject properties from the current designation R-30/PUD (High Density Residential/Planned Unit Development) to C-2 (General Commercial). Rezoning the subject properties to C-2 will alter the applicable Lot and Building Standards--amongst other standards--for the proposed development.

In addition to this application for a rezoning, Staff will process an application for a Minor Subdivision separately. Minor Subdivisions are processed administratively and entails combining two or more lots in to no more than three new lots.

Both rezoning and replatting the subject properties will ensure that the proposed Justice Center Project is well planned and consists of one lot and zoning classification.

Thank you for your consideration of this application.

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	☐ Admin. Adjustment ☐ Variance ☐ Street Name Change ☐ Special Sign Permit

Project Information and Location

Justice Center Project

Project Name

17200 E. Medical Center Pkwy, 17203 & 17221 E. 23rd Street

Project Address/Location

-	14	3	No
Sq. Ft. of Building	Acreage	Number of Lots/Tracts	Steam Buffer (Yes or No)
R-30/PUD	C-2	Government Facilities	Government Facilities
Existing Zoning	Proposed Zoning	Existing Land Use	Proposed Land Use

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
---	---

Contact Information

Applicant

City of Independence

Name Company
111 E Maple Ave, Independence, Mo 64050

Address

(816)325-7109 CDPlanning@indepmo.org

Phone Email

Architect/Engineer/Surveyor/Other: _____

Name Company

Address

Phone Email

Owner

City of Independence

Name Company

Address

Phone Email

Architect/Engineer/Surveyor/Other: _____

Name Company

Address

Phone Email

The applicant hereby agrees that the information provided above is accurate.

11/7/2024

Applicant's Signature

Date

11/7/2024

Owner's Signature

Date

Property Owner Notification Letter

City of Independence, Missouri

Date: 10-31-24

Case No. 24-100-26

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: Request by the City to rezone property from R-30/PUD
(High Density Residential/Planned Unit Development) to C-2 (General Commercial).

Applicant: City of Independence

Location of Property: 17200 E. Medical Center Pkwy, 17203 & 17221 E 23rd Street

Planning Commission Meeting Date: November 19, 2024, at 6:00 p.m.

City Council Meeting Date: January 6, 2025, 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).

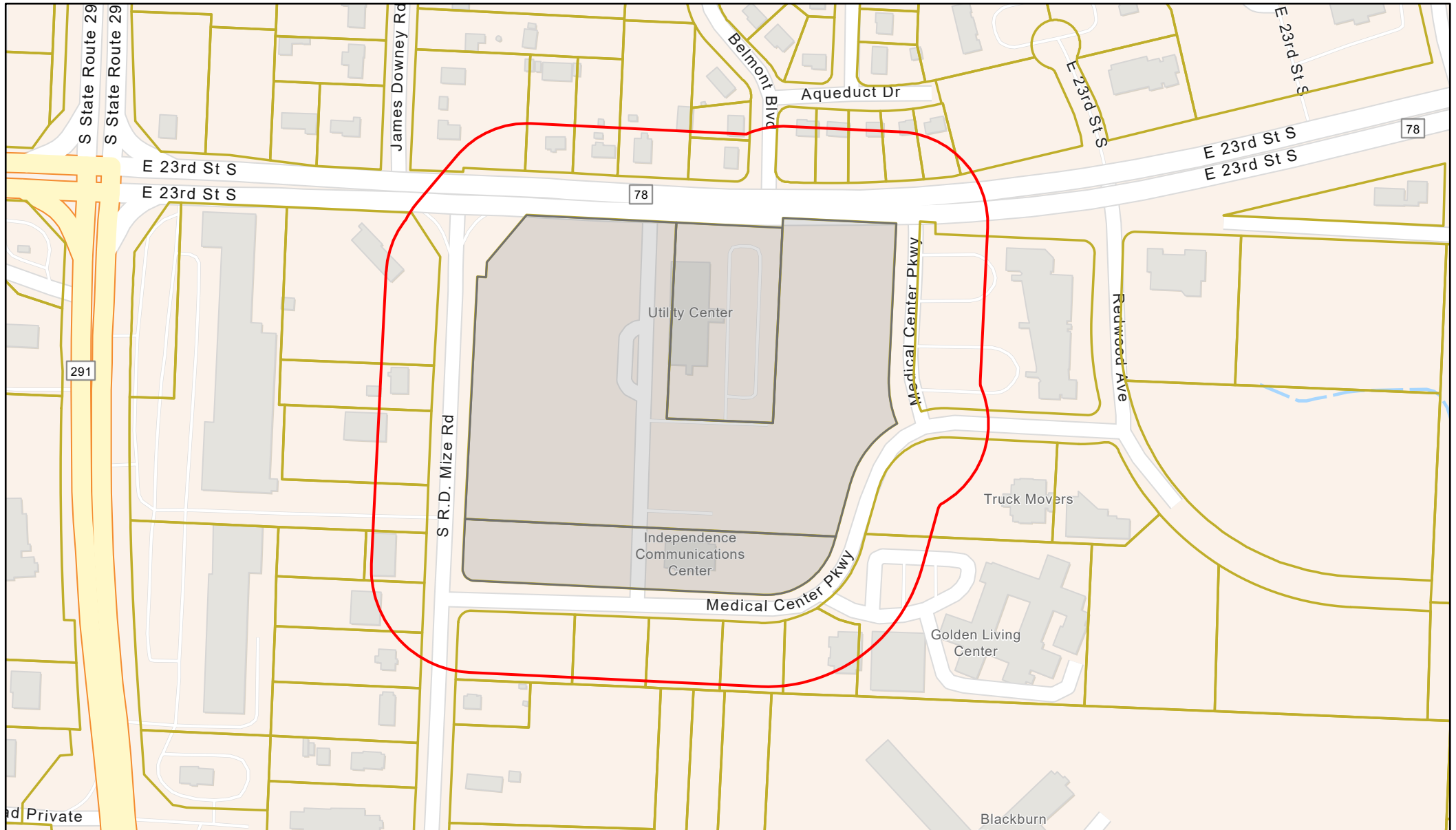
REZONINGS ONLY: You may file a protest petition with the Community Development Department. For more information or to get copies of a petition, please contact Planning staff at 816-325-7421.

Applicant (or Owner/Agent)

For more information, contact the Community Development Department at 816-325-7421.

Property	Property Owner	Address	City	State	ZIP Code
17421 E MEDICAL CENTER PKWY	COMPREHENSIVE MENTAL HEALTH SERVICES INC	PO BOX 260	INDEPENDENCE	MO	64051
17501 E MEDICAL CENTER PKWY	DHA PROPERTIES LLC	2310 S REDWOOD AVE	INDEPENDENCE	MO	64057
17203 E 23RD ST S	CITY OF INDEPENDENCE	111 E MAPLE	INDEPENDENCE	MO	64050
2318 S R D MIZE RD	SCHERER MARK & RITA	2320 CASTLE DR	INDEPENDENCE	MO	64057
17441 E MEDICAL CENTER PKWY	THE BAPTIST HOME	400 E HIGH DR	JEFFERSON CITY	MO	65101
17306 E 23RD ST S	NICHOLS ERIN JACQUELYN COLLEEN	17306 E 23RD ST S	INDEPENDENCE	MO	64057
17208 E 23RD ST S	SEVY MARK A & NATALIE C	812 E RED RD	INDEPENDENCE	MO	64055
17813 E AQUEDUCT DR	LIGGETT DAVID M JR & KATHLEEN M	17813 AQUEDUCT DR	INDEPENDENCE	MO	64057
17218 E 23RD ST S	THE KURTZ FAMILY TRUST DATED 12-27-2004	120 E RUBY AVE	INDEPENDENCE	MO	64050
17817 E AQUEDUCT DR	DANDD LLC	9323 W 146TH ST	OVERLAND PARK	KS	66221
2240 S BELMONT BLVD	CSMA BLT LLC	1850 PARKWAY PL STE 900	MARIETTA	GA	30067
17200 E 23RD ST S	MOTE APRIL	17200 E 23RD ST S	INDEPENDENCE	MO	64057
2410 S R D MIZE RD	ALVAREZ GUSTAVO MONTOYA	2410 S R D MIZE RD	INDEPENDENCE	MO	64057
2301 S M 291 HWY	PLANET PARTNERS 23 LLC	4250 NE SUN CT	LEES SUMMIT	MO	64064
17801 E AQUEDUCT DR	NGUYEN HAO SON	17801 AQUEDUCT DR	INDEPENDENCE	MO	64057
16999 E 23RD ST S	GRACE AND TRUTH MINISTRIES	PO BOX 1400	LEES SUMMIT	MO	64063
2400 S R D MIZE RD	COULTER TIM & BRENDA	1220 S SWOPE DR	INDEPENDENCE	MO	64057
17805 E AQUEDUCT DR	BELT DEREK & TINA M	17805 AQUEDUCT DR	INDEPENDENCE	MO	64057
17809 E AQUEDUCT DR	MENDEZ JOSE R & ROSA H	17809 AQUEDUCT DR	INDEPENDENCE	MO	64057
2406 S R D MIZE RD	SOLE PROPERTY LLC	2406 E R D MIZE RD	INDEPENDENCE	MO	64057
2220 S BELMONT BLVD	YOUNG LUTHER & NANCY E	2220 BELMONT BLVD	INDEPENDENCE	MO	64057
17810 E 23RD ST S	ELROD JERALD E-TRUSTEE	709 NE SHORELINE DR	LEES SUMMIT	MO	64064

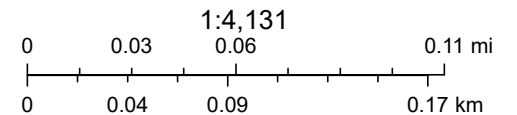
185ft Notification Area



10/31/2024, 9:12:03 AM

 Parcels (General Use- AGOL)

 City Limits



Esri Community Maps Contributors, City of Independence MO, Jackson County, MO, Missouri Dept. of Conservation, Missouri DNR, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/ NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

Property Owner Notification Affidavit

STATE OF MISSOURI

COUNTY OF JACKSON

Case No. 24-100-26

I, Je'Nai Moulon, 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 31 day of October, 2024.



Signature of Agent, Owner or Attorney

Subscribed and sworn to before me this 31 day of October, 2024.

Miranda L Rice
Notary Public

March 12, 2024
Commission Expiration Date



RECEIVED
JAN 10 1964
U.S. DEPARTMENT OF AGRICULTURE
WASHINGTON, D.C.

An aerial photograph of a residential neighborhood with color-coded zoning overlays. A large central area is colored blue, indicating a commercial or industrial zone, and contains several white building footprints. To the left, a red-colored area represents residential zoning, also with white building outlines. To the right, a yellow-colored area is visible, likely for industrial or high-density residential use. Green areas represent parks or undeveloped land. The map includes street layouts and property boundaries.

Streets

- Highway
- Local

Private

Building Footprint

Parcels

Proposed Land Use (Comp Plan)

 Residential Neighborhoods

 Community Commercial

 Office
 Civic / Public
 Parks

1:2,257

0 0.0175 0.035 0.07 mi

0 0.03 0.06 0.12 km

Zoning Map



11/7/2024, 8:26:01 AM

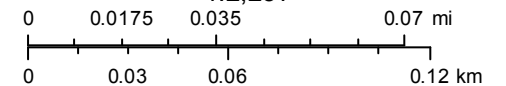
Streets

- Private
- Highway
- Local

Zoning District

- C-1
- C-2
- R-30/PUD
- R-6
- City Limits

1:2,257





Planning Commission Minutes

November 19, 2024 6:00 PM

City Hall, 111 E. Maple Avenue (Ground Floor), Council Chambers

CALL TO ORDER

A meeting of the Planning Commission was held at 6:00 PM on 11/19/2024, in the 111 E Maple Avenue City Council Chambers, Independence, MO 64050. The meeting was called to order.

ROLL CALL

Upon roll call, the following members were present - Laurie Dean Wiley, Eric Ashbaugh, Edward Nesbitt, Dan O'Neill, Virginia Ferguson, Jose Torres, Michael Young. Absent - .

CONSENT AGENDA

The Consent Agenda consists of routine items of business to be acted upon by the Planning Commission with little or no public discussion. The staff or committee recommendation for each item is included in the Planning Commission packet. Any item may be removed by a commissioner or staff member to become part of the regular agenda.

Commissioner Nesbitt requested to pull Case 24-320-08 from the Consent Agenda.

1. Planning Commission Minutes – October 29, 2024

Motion

Commissioner Dan O'Neill made a motion to approve the Consent Agenda. Commissioner Edward Nesbitt seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

2. Case 24-320-08 – Final Plat – McBee Acres – A request for Final Plat approval for McBee Acres generally located at the northwest corner of US 24 and Salem Drive.

In response to Commissioner Nesbitt's question, Gabe Glaser advised parking was addressed in the conditions.

Motion

Commissioner Eric Ashbaugh made a motion to approve the case. Commissioner Virginia Ferguson seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

PUBLIC HEARINGS

1. **Continued Case 24-125-05 Rezoning/PUD – 19300 E 37th Terrace** – A request by JC Weston Construction to rezone the property from C-2 (General Commercial) to R-30/PUD (High Density Residential/Planned Unit Development) and approving a preliminary development plan.

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 conditions of approval.

In response to Commissioner Nesbitt's question, Mr. Harker advised that there's a piece of City property between the right-of-way and the subject property. Commissioner Ashbaugh asked if the City maintains that piece of property between this development and the right-of-way. Mr. Arroyo stated he believes the City maintains the property and will continue to maintain the property.

Commissioner Nesbitt stated he would like to see electric vehicle charging stations required and questioned why we're allowing so few parking spots. Mr. Arroyo said electric vehicle charging stations are not required and there are challenges in requiring those with apartment buildings.

Mr. Arroyo stated the developer provided a plan that shows their anticipated parking needs and noted visitors wouldn't be able to park on the major streets around this development. Mr. Arroyo noted the parking ratio is 1.64 per unit.

Commissioner Nesbitt questioned why new apartments are being proposed when the Housing Study said the City no longer needs apartments. Mr. Arroyo stated the update to the Housing Study showed the City could use around 650 units before we reach saturation.

In response to Chairwoman Wiley's question, Mr. Arroyo stated they believe this development will be similar in height to the existing Pepperwood Apartments.

Applicant Comments

Clint Burkdoll, Olathe, KS, stated they're a local developer and said they would be willing to add some electric vehicle charging stations. He also noted they would be willing to mow the piece of City property. Mr. Burkdoll stated the site is steep and there are challenges with the topography, which is why it hasn't been developed yet.

Jason Osborne, Rosemann & Associates, 1526 Grand Blvd, Kansas City, said the garages will

hold standard trucks. Mr. Osborne said these would be market rate apartments and based their parking plan on existing developments.

In response to Commissioner Ashbaugh's question, Mr. Osborne stated they plan to have a valet trash service.

Public Comments

No public comments.

Commissioner Comments

Commissioner Nesbitt stated he would like a condition added that requires electric vehicle charging stations.

Motion

Commissioner Edward Nesbitt made a motion to approve the case, with conditions as outlined by staff and the added condition from Commissioner Nesbitt. Commissioner Dan O'Neill seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

2. **Continued Case 24-100-24 – Rezoning – 2131 S. Scott Avenue** – A request by Andrew Rocco Mazzella to rezone the property from R-12 (Two-Family Residential) to C-2 (General Commercial).

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.

In response to Commissioner O'Neill's question, Mr. Harker stated it's a cleaning business.

Applicant Comments

Erwin Gard, 1040 SW Luttrell, Blue Springs, stated he's representing the applicant. Mr. Gard stated he believes the business does not store cleaning chemicals, but sells the cleaning supplies.

In response to Chairwoman Wiley's question, Mr. Gard said they will improve the sidewalk, curb and gutter along Scott and 23rd Street and noted the gravel will be removed.

Public Comments

No public comments.

Motion

Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Michael Young seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

3. **Continued Case 24-100-25 – Rezoning – 2301 S. Chrysler Avenue** – A request by the City to rezone the property from I-1 (Industrial) and R-6 (Single Family Residential) to R-6 (Single Family Residential).

Staff Presentation

Brian Harker presented updates for this case. He provided the Commission with a background on the use of the stadium. Mr. Harker stated in 2023, the Independence School District entered into a lease with the City and Van Horn High School baseball team started using the facility.

The Independence School District has invested funds to improve the property and seeks to enter into a Development Agreement with the City to continue use of the facility.

Public Comments

Beverly Lentz, 1208 W 24th St S, expressed concerns about environmental impact and the homeless population in that area.

Commissioner Comments

In response to Chairwoman Wiley's question, Mr. Harker confirmed this is a corrective rezoning so that both plots are zoned the same and will have the same address. Chairwoman Wiley thanked staff for answering all the questions that were presented at the last meeting.

Motion

Commissioner Eric Ashbaugh made a motion to approve the case. Commissioner Edward Nesbitt seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

4. **Case 24-100-26 – Rezoning – 17200 E. Medical Center Pkwy, 17203 & 17221 E. 23rd Street** – A request by the City to rezone the property from R-30/PUD (High Density Residential/Planned Unit Development) to C-2 (General Commercial).

Staff Presentation

Gabe Glaser presented the case. Mr. Glaser 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.

Public Comments

Natalie Sevy, 17208 E 23rd St, stated she owns a property across the street from the Independence Utilities Center. She stated if there is going to be a jail on this property, she is opposed to this change.

Mr. Glaser noted this is a rezoning request and is not related to a future use of this property.

Motion

Commissioner Dan O'Neill made a motion to approve the case. Commissioner Edward Nesbitt

seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

OTHER BUSINESS

1. Training provided by Lauber Law

Jeremy Lauber provided training to the Planning Commission.

ROUNDTABLE - NEXT MEETING DECEMBER 10, 2024

Staff noted we currently don't have any cases for the December 10, 2024 Planning Commission meeting and we anticipate canceling that meeting.

ADJOURNMENT

The meeting was adjourned at 8:38 p.m.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

A public hearing for the formation of the Blue Ridge Crossing – East Community Improvement District. ***Full Public Hearing.***

Recommendations:

Background:

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact	Community Development /
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REVIEWERS

Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

None

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-125 **2R** An ordinance authorizing the acceptance of funding from the U.S. Department of Justice, Bureau of Justice Assistance, Office of Justice Programs, FY 2024 Byrne Discretionary Grant Program, through a Subrecipient Award from the Mid America Regional Council, which allocates \$457,425.00 to the City of Independence, Missouri, to expand the use of Automated License Plate Readers; appropriating the necessary funds; and authorizing future change orders and appropriations for the same project. **2R**

Recommendations:

The Police Department recommends acceptance of this grant award.

Background:

The Mid America Regional Council submitted a grant application for the 2024 Department of Justice, Bureau of Justice Assistance, Byrne Discretionary Grant Program to implement an expansion of the Automated License Plate Reader (ALPR) system in the metro area. A grant totaling \$963,000.00 was awarded to MARC for this purpose. The grant will be passed through to the Kansas City, Missouri Board of Police Commissioners and the City of Independence, MO Police Department via Subrecipient Grant Awards. The primary purpose of this ALPR expansion is to increase solvability of violent crimes in the cities of Independence, MO and Kansas City, MO. A total of 144 ALPRs will be added to these areas, concentrating in the Bi-State Sustainable Reinvestment Corridor and the east-west border of the two cities. ALPRs capture high-resolution images of vehicular traffic and extract license plate numbers to scan through law enforcement databases. Expected outcomes of this project include increased sharing of intelligence across jurisdictional boundaries and increased and faster crime clearance rates. The Independence Police Department will play a key role in developing data collection and evaluation tools, staff training and collaborating with KCPD.

The City of Independence, MO will receive \$457,425.00 of the total award amount. Grant funds will be used to purchase and install approximately 72 additional ALPRs at 18 high traffic intersections primarily located at identified hot spots including US 24 Hwy and the city's western boundary with Kansas City, MO. The Police Department will utilize an existing MARC/KCRPC Contract No. 93 (3R) with Electronic Technology, Inc. to purchase the ALPRs.

Should the grant contract be amended to increase available funding or length of project period, approval of this item shall authorize acceptance of such changes provided such amendments do not add more than 90% to the length of time of the grant or more than 50% to the original funding.

Emergency Justification:

Fiscal Impact:

The fiscal impact to the City is \$457,425.00 to be received as grant revenue. This revenue would need to be appropriated to the Police Department's Grant Fund 0154550-5405-ALPR so that the necessary purchases can be made. No local match is required. The grant project period runs from July 1, 2024 to June 30, 2026.

Council Action:

Department / Contact	Police Department /
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REVIEWERS

Dennea Leap
Michelle Sumstad
Jason Petersen
Adam Dustman
Jeremy Cover
Meagan Borth
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. PD.2024 Ordinance for MARC LPR Grant jp
2. 2024 MARC DOJ Grant Award for ALPR Expansion
3. 2024 MARC ALPR Grant Subrecipient Agreement
4. ALPRs -Modification 4 - ETI - Bid 93 3R - 11-1-24 to 10-31-25 - EXEC

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF FUNDING FROM THE U.S. DEPARTMENT OF JUSTICE, BUREAU OF JUSTICE ASSISTANCE, OFFICE OF JUSTICE PROGRAMS, FY 2024 BYRNE DISCRETIONARY GRANT PROGRAM, THROUGH A SUBRECIPIENT AWARD FROM THE MID AMERICA REGIONAL COUNCIL, WHICH ALLOCATES \$457,425.00 TO THE CITY OF INDEPENDENCE, MISSOURI, FOR THE EXPANSION OF THE LICENSE PLATE READERS; APPROPRIATING THE NECESSARY FUNDS; AND AUTHORIZING FUTURE CHANGE ORDERS AND APPROPRIATIONS FOR THE SAME PROJECT.

WHEREAS, the City Council of the City of Independence, Missouri, finds it in the best interest of the City to participate as fully as possible in programs with other law enforcement agencies and other funding agencies to create and maintain an atmosphere as safe as possible for the citizens of Independence; and,

WHEREAS, the Mid America Regional Council, has received funds through a 2024 Byrne Discretionary Grant Program Award from the U.S. Department of Justice for the expansion of the Automated License Plate Reader system in the metro area; and,

WHEREAS, the Mid America Regional Council has made available a total of Four Hundred Fifty-Seven Thousand Four Hundred Twenty-Five and 00/100 Dollars (\$457,425.00) and has authorized the allocation of said funds through a Grant Subrecipient Agreement with the City of Independence, Missouri.

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

SECTION 1. That the City Council hereby directs the City Manager of the City of Independence, Missouri, to accept the 2024 Byrne Discretionary Grant Program Award funds from the Mid America Regional Council in the amount of Four Hundred Fifty-Seven Thousand Four Hundred Twenty-Five and 00/100 Dollars (\$457,425.00) for the Police Department to purchase and install approximately 72 Automated License Plate Readers primarily located at identified hot spots including US 24 Hwy and the city's western boundary with Kansas City, MO, as proposed in the Grant Subrecipient Agreement being attached hereto, incorporated by reference thereto, and made a part of hereof as though fully set out herein.

SECTION 2. That the City Manager is further authorized to approve future change orders, extensions, amendments or addendums to this grant without Council approval, for an extension of time for completing the terms of the grant or for the receipt of additional funding for this same grant project, provided there are no changes in the terms and/or conditions or responsibilities to the City and provided each and every such change order, extension, amendment or addendum is approved by the City Manager, does not add more than 90% to the length of time of the grant or more than 50% to the original funding, is identified as being authorized by this ordinance and a copy is filed with the City Clerk.

SECTION 3. That appropriations are hereby increased in the Police Department Grant Fund Operating Budget in the amount of Four Hundred Fifty-Seven Thousand Four Hundred Twenty-Five and 00/100 Dollars (\$457,425.00) from increased estimated revenues from the anticipated grant funding from this DOJ Byrne Discretionary Grant Award.

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:

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

City Manager

Director of Finance
City of Independence, Missouri



Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Name and Address of Recipient:	MID AMERICA REGIONAL COUNCIL 600 BROADWAY BLVD STE 200		
City, State and Zip:	KANSAS CITY, MO 64105		
Recipient UEI:	PKFBD7MR9Q41		
Project Title: Automated License Plate Reader Expansion for Law Enforcement	Award Number: 15PBJA-24-GG-00318-BRND		
Solicitation Title: BJA FY24 Invited to Apply- Byrne Discretionary Community Project Grants/Byrne Discretionary Grants Program			
Federal Award Amount: \$963,000.00		Federal Award Date: 8/15/24	
Awarding Agency:	Office of Justice Programs Bureau of Justice Assistance		
Funding Instrument Type:	Grant		
Opportunity Category: D Assistance Listing: 16.753 - Congressionally Recommended Awards			
Project Period Start Date: 7/1/24		Project Period End Date: 6/30/26	
Budget Period Start Date: 7/1/24		Budget Period End Date: 6/30/26	
Project Description: Mid-America Regional Council proposes to implement the Automated License Plate Reader Expansion for Law Enforcement Program. The purpose is to increase the solvability of violent crimes in the cities of Independence, Missouri and Kansas City, Missouri. Project activities include the installation of approximately one hundred forty-four (144) automated license plate readers (ALPR) at forty-two (42) high traffic intersections and crime hot spots based on crime data. Devices will be concentrated in the Bi-State Sustainable Reinvestment Corridor and the east-west border of Kansas City and Independence. ALPRs capture high-resolution images of vehicular traffic and extract license plate numbers to scan through law enforcement databases. ALPRs query the known locations and patterns of movement of violent offenders, missing and endangered subjects, and vehicles wanted in connection with criminal cases, then immediately convey information to law enforcement in the field. Expected outcomes include increased sharing of intelligence across jurisdictional boundaries, increased and faster crime clearance rates, and increased public understanding of the law enforcement benefits of ALPR technology. The project will benefit the general public in the greater Kansas City region because data will be available to multiple law enforcement agencies through a shared online ALPR portal. The project subrecipients are the Board of Police Commissioners of Kansas City, Missouri and the City of Independence, Missouri. Subrecipient activities include purchase, installation and maintenance of ALPRs and related software; and training and analysis to			

interpret and act upon intelligence gathered.

Award Letter

August 15, 2024

Dear David Warm,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by MID AMERICA REGIONAL COUNCIL for an award under the funding opportunity entitled 2024 BJA FY24 Invited to Apply- Byrne Discretionary Community Project Grants/Byrne Discretionary Grants Program. The approved award amount is \$963,000.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Brent J. Cohen

Acting Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) enforces federal civil rights laws and other provisions that prohibit discrimination by recipients of federal financial assistance from OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW).

Several civil rights laws, including Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance (recipients) to give assurances that they will comply with those laws. Taken together, these and other civil rights laws prohibit recipients from discriminating in the provision of services and employment because of race, color, national origin, religion, disability, and sex or from discriminating in the provision of services on the bases of age.

Some recipients of DOJ financial assistance have additional obligations to comply with other applicable nondiscrimination provisions like the Omnibus Crime Control and Safe Streets Act of 1968, which prohibits

discrimination on the basis of religion in addition to race, color, national origin, and sex. Recipients may also have related requirements regarding the development and implementation of equal employment opportunity programs.

OCR provides technical assistance, training, and other resources to help recipients comply with civil rights obligations. Further, OCR administratively enforces civil rights laws and nondiscrimination provisions by investigating DOJ recipients that are the subject of discrimination complaints. In addition, OCR conducts compliance reviews of DOJ recipients based on regulatory criteria. These investigations and compliance reviews permit OCR to evaluate whether DOJ recipients are providing services to the public and engaging in employment practices in a nondiscriminatory manner.

For more information about OCR, your civil rights and nondiscrimination responsibilities, how to notify your employees or beneficiaries of their civil rights protections and responsibilities and how to file a complaint, as well as technical assistance, training, and other resources, please visit www.ojp.gov/program/civil-rights-office/outreach. If you would like OCR to assist you in fulfilling your civil rights or nondiscrimination responsibilities, please contact us at askOCR@ojp.usdoj.gov or www.ojp.gov/program/civil-rights-office/about#ocr-contacts.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Categorical Exclusion

NEPA Letter

None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third party action:

- (1) New construction
- (2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species
- (3) A renovation that will change the basic prior use of a facility or significantly change its size
- (4) Research and technology whose anticipated and future application could be expected to have an effect on the environment
- (5) Implementation of a program involving the use of chemicals (including the identification, seizure, or closure of clandestine methamphetamine laboratories)

Additionally, the proposed action is neither a phase nor a segment of a project that when reviewed in its entirety would not meet the criteria for a categorical exclusion.

Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

Questions about this determination may be directed to your grant manager or Orbin Terry, Environmental Coordinator for the Bureau of Justice Assistance.

NEPA Coordinator

First Name

Orbin

Middle Name

Last Name

Terry

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information**Recipient Name**

MID AMERICA REGIONAL COUNCIL

UEI

PKFBD7MR9Q41

Street 1

600 BROADWAY BLVD STE 200

Street 2**City**

KANSAS CITY

State/U.S. Territory

Missouri

Zip/Postal Code

64105

Country

United States

County/Parish**Province****Award Details****Federal Award Date**

8/15/24

Award Type

Initial

Award Number

15PBJA-24-GG-00318-BRND

Supplement Number

00

Federal Award Amount

\$963,000.00

Funding Instrument Type

Grant

**Assistance Listing
Number****Assistance Listings Program Title**

16.753

Congressionally Recommended Awards

Statutory Authority

Department of Justice Appropriations Act, 2024 (Pub. L. No. 118-42, 138 Stat. 25, 146-47)

[]

I have read and understand the information presented in this section of the Federal Award Instrument.

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title

2024 BJA FY24 Invited to Apply- Byrne Discretionary
Community Project Grants/Byrne Discretionary Grants
Program

Awarding Agency

OJP

Program Office

BJA

Application Number

GRANT14149620

Grant Manager Name

Tammy Lovill

Phone Number

[202-598-6565](tel:202-598-6565)

E-mail Address

Tammy.L.Lovill@usdoj.gov

Project Title

Automated License Plate Reader Expansion for Law Enforcement

Performance Period Start**Date**

07/01/2024

Performance Period End Date

06/30/2026

Budget Period Start Date

07/01/2024

Budget Period End Date

06/30/2026

Project Description

Mid-America Regional Council proposes to implement the Automated License Plate Reader Expansion for Law Enforcement Program. The purpose is to increase the solvability of violent crimes in the cities of Independence, Missouri and Kansas City, Missouri. Project activities include the installation of approximately one hundred forty-four (144) automated license plate readers (ALPR) at forty-two (42) high traffic intersections and crime hot spots based on crime data. Devices will be concentrated in the Bi-State Sustainable Reinvestment Corridor and the east-west border of Kansas City and Independence. ALPRs capture high-resolution images of vehicular traffic and extract license plate numbers to scan through law enforcement databases. ALPRs query the known locations and patterns of movement of violent offenders, missing and endangered subjects, and vehicles wanted in connection with criminal cases, then immediately convey information to law enforcement in the field. Expected outcomes include increased sharing of intelligence across jurisdictional boundaries, increased and faster crime clearance rates, and increased public understanding of the law enforcement benefits of ALPR technology. The project will benefit the general public in the greater Kansas City region because data will be available to multiple law enforcement agencies through a shared online ALPR portal. The project subrecipients are the Board of Police Commissioners of Kansas City, Missouri and the City of Independence, Missouri. Subrecipient activities include purchase, installation and maintenance of ALPRs and related software; and training and analysis to interpret and act upon intelligence gathered.

[]

I have read and understand the information presented in this section of the Federal Award Instrument.

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

A financial analysis of budgeted costs has been completed. Costs under this award appear reasonable, allowable, and consistent with existing guidelines. Exceptions / Adjustments are noted below.

Year 1	Year 2	Total
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Personnel

\$11,310	\$11,632	\$22,942
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Fringe Benefits

\$5,971	\$6,141	\$12,112
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Travel

\$0	\$0	\$0
-----	-----	-----

Equipment

\$0	\$0	\$0
-----	-----	-----

Supplies

\$0	\$0	\$0
-----	-----	-----

Construction

\$0	\$0	\$0
-----	-----	-----

SubAwards

\$914,850	\$0	\$914,850
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Procurement Contracts

\$0	\$0	\$0
Other Costs		
\$615	\$633	\$1,248
Total Direct Costs		
\$932,746	\$18,406	\$951,152
Indirect Costs		
\$5,841	\$6,007	\$11,848
Total Project Costs		
\$938,587	\$24,413	\$963,000

Spacer

Federal

Non-Federal

Year1

\$938,587

\$0

Year2

\$24,413

\$0

Spacer

\$963,000

\$0

Budget Totals

	Total	Percentage
Total Project Cost	\$963,000	
Federal Funds	\$963,000	100.00~symbolPlaceholder~
Non-Federal Amount	\$0	0.00~symbolPlaceholder~
Match Amount	\$0	0.00~symbolPlaceholder~

Program Income

\$

0

0.00~symbolPlaceholder~

Empty Space

Budget Category

Personnel

Fringe Benefits

Travel

Equipment

Supplies

Construction 

SubAwards

Procurement Contracts

Other Costs

Indirect Costs

[]

I have read and understand the information presented in this section of the Federal Award Instrument.

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

1

Meaningful access requirement for individuals with limited English proficiency

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

2

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2024)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY24AppropriationsRestrictions.htm>, and are incorporated by reference here.

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

3

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

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

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

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

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

4

Effect of failure to address audit issues

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

5

Applicability of Part 200 Uniform Requirements

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

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

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

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

6

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

7

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

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

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

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

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

8

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

9

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

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

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

10

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

11

Compliance with DOJ Grants Financial Guide

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

12

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

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

13

Determination of suitability to interact with participating minors

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

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may

interact with participating minors. This requirement applies regardless of an individual's employment status.

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

14

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

15

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

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

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

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

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

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

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

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

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

4. Rules of construction

A. Staff involved in the hiring process

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

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

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

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

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

16

Encouragement of policies to ban text messaging while driving

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

17

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

18

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene

requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient—

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

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

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both—

a. it represents that—

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

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

19

OJP Training Guiding Principles

Any training or training materials that the recipient – or any subrecipient ("subgrantee") at any tier – develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

20

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that – for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

21

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

22

Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://onlinegfmt.training.ojp.gov/>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

23

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

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

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

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

24

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the

OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

25

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

26

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

27

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

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

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

28

Compliance with restrictions on the use of federal funds—prohibited and controlled equipment under OJP awards

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

29

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any

subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

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

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

30

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

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

31

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

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

32

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

33

Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient's Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at <https://justicegrants.usdoj.gov/training/training-entity-management>.

34

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to— (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

35

Body-worn cameras, policies and procedures

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

36

Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: <https://nij.ojp.gov/topics/equipment-and-technology/body-armor>. In addition, if recipient uses funds under this award to purchase body armor, the recipient is strongly encouraged to have a "mandatory wear" policy in effect. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

37

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

38

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

39

Any Web site that is funded in whole or in part under this award must include the following statement on the home

page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

40

Confidentiality of data

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

41

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

42

Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

43

Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

44

The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

45

Compliance with 28 C.F.R. Part 23

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

46

Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards

Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

47

In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.

48

The recipient agrees that it will submit quarterly financial status reports (the SF 425 Federal Financial Report) to OJP in JustGrants, no later than the deadlines set out in the DOJ Financial Guide and the JustGrants guidance (typically 30 days after the end of each calendar quarter). Delinquent reports may lead to funds being frozen and other remedies.

49

The recipient shall submit semiannual performance reports. Performance reports shall be submitted within 30 days after the end of the reporting periods, which are June 30 and December 31, for the life of the award. These reports will be submitted to the Office of Justice Programs, on-line through the Internet at <https://justgrants.usdoj.gov>

50

As of the first day of the period of performance for the award, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum, all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)).

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

51

Limit on use of grant funds for grantees' employees' salaries

With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

52

Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the

federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIS").

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

☐ I have read and understand the information presented in this section of the Federal Award Instrument.

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
Acting Assistant Attorney General	Brent J. Cohen	8/12/24 2:36 PM

Authorized Representative

Entity Acceptance

Title of Authorized Entity Official
Executive Director

Signed Date And Time

Exhibit A-3 – Detailed Budget

The table below is a summary of the total approved project budget.

Budget Summary											
<i>Note: Any errors detected on this page should be fixed on the corresponding Budget Detail tab.</i>											
Budget Category	Year 1		Year 2 (if needed)		Year 3 (if needed)		Year 4 (if needed)		Year 5 (if needed)		Total(s)
	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	
A. Personnel	\$11,310	\$0	\$11,632	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$22,942
B. Fringe Benefits	\$5,971	\$0	\$6,141	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$12,112
C. Travel	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
D. Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
E. Supplies	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
F. Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
G. Subawards (Subgrants)	\$914,850	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$914,850
H. Procurement Contracts	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
I. Other	\$615	\$0	\$633	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,248
Total Direct Costs	\$932,746	\$0	\$18,406	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$951,152
J. Indirect Costs	\$5,841	\$0	\$6,007	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$11,848
Total Project Costs	\$938,587	\$0	\$24,413	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$963,000
Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training activities? - Y/N											No

The table below is a summary of the portion of the budget approved for City of Independence as a subaward recipient pursuant to this Agreement.

IPD Budget	Year 1 (July 1, 2024 – June 30, 2025)	Year 2 (July 1, 2025 – June 30, 2026)	TOTAL
Grant	\$457,425	\$0	\$457,425
In-Kind (Non Federal)	\$0	\$0	\$0
Total	\$457,425	\$0	\$457,425

The City of Independence, MO (Independence Police Department - IPD) will serve as a key project partner. This law enforcement agency will deploy approximately seventy-two (72) automated license plate readers (ALPRs) at 18 high traffic intersections and/or within identified crime hot spots along the city's western boundary with Kansas City, MO. IPD will also play a key role in helping to develop consistent data collection and evaluation tools, staff training and sharing their learnings, successes, challenges, and solutions as part of the collaborative approach with KCPD. IPD agrees to collect all required data and submit it to the project director at MARC no less than quarterly.

In year 1, IPD requests \$457,425 to support procurement and installation of approximately 72 ALPRs. IPD currently has 10 ALPRs deployed in the city. Based on prior procurement and research with ALPR vendors, the estimated cost of each unit is \$25,000. There may be some ancillary costs related to site preparation (i.e. fiber extension, pole replacement, etc.) that would offset the total number of units to be deployed. IPD has other funding sources available to support ongoing maintenance and software for data collection and analysis.

GRANT SUB-RECIPIENT AGREEMENT

This Grant Sub-Recipient Agreement ("Agreement") is by and between Mid-America Regional Council, hereinafter referred to as "MARC", and the City of Independence, 111 E Maple Avenue, Independence, MO 64050, ("Subrecipient"), and is effective this 1st day of September, 2024.

Background

MARC desires to retain Subrecipient to implement the Automated License Plate Reader Expansion for Law Enforcement Program to increase the solvability of crimes in the city of Independence, Missouri (the "Project"); and Subrecipient represents that it has the personnel with technical expertise, experience and knowledge to perform such work for MARC.

Agreement

In consideration of the mutual covenants contained herein, the parties agree as follows:

1. SCOPE OF SERVICES

Subrecipient shall perform and accomplish in a manner satisfactory to MARC those tasks described in Exhibit A (the "Services"), which are incorporated herein by reference. The Subrecipient shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily possessed and exercised by a member of the same profession who is currently practicing under similar circumstances. Subrecipient represents and warrants that all Services will meet the any specifications set forth in Exhibit A. In the event that Exhibit A does not include express specifications for the Services, Subrecipient represents and warrants that the Services and any Work Product (as defined in Section 6) will be reasonably satisfactory to MARC in all material respects.

2. TIME OF PERFORMANCE

- A. Term - Subrecipient shall begin performing the Services upon execution of the Agreement and shall work diligently to complete the Project to the satisfaction of MARC, in accordance with the terms provided herein by June 30, 2026. Reporting and other grant compliance requirements may extend beyond the term for completing the Services.
- B. Extension of Term - The time frame for the completion of the Project under this Agreement may be extended at MARC's sole discretion upon request by MARC or the Subrecipient. Any request for an extension of time to complete the Project shall be made in writing to MARC. The Subrecipient shall provide to MARC, upon request, documentation to substantiate the justification for additional time needed to complete the Project. MARC shall provide the Subrecipient with written notice of its decision within fifteen (15) days of the date that MARC received the written extension request.

3. COMPENSATION

- A. Maximum Obligation - During the term of this Agreement, the compensation paid by MARC to Subrecipient for all Services specified herein relating to the Project shall not exceed Four Hundred Fifty-Seven Thousand Four Hundred Twenty-Five Dollars and No Cents (\$457,425.00). Exhibit A-3 to this Agreement provides an itemized list of the relevant compensation for each type of Service provided hereunder. MARC shall be entitled to deduct and setoff against all compensation that may otherwise become due under this Agreement the sums paid by MARC to cure or correct any of Subrecipient's defaults.
- B. Method and Time of Payment - Payment shall be made in the following manner:
- (i) Subrecipient shall submit monthly invoices to MARC for work completed to date. All such invoices shall (a) provide an itemization of Services performed during the previous month, (b) indicate the percentage of each Service that has been completed by Subrecipient as of the date of the invoice, (c) indicate the total amount charged for each Service during the previous month, (d) indicate the time spent by each of the Subrecipient's employees and approved subcontractors assigned to the Project during the previous month, and (e) provide a summary of all other direct and indirect costs incurred by Subrecipient during the previous month that pass to MARC pursuant to the terms of this Agreement. All such invoices will be based on actual cost incurred.
 - (ii) MARC shall reimburse Subrecipient within thirty (30) calendar days after the receipt of each invoice.
 - (iii) Subrecipient shall maintain complete records of all costs incurred under this Agreement. All such records shall be maintained on a generally accepted accounting basis for a minimum period of five (5) years after final payment is made under this Agreement and shall be clearly identifiable and readily accessible to authorized representatives of MARC for inspection and audit.
 - (iv) MARC may withhold fifteen percent (15%) from the final invoice provided by Subrecipient. Such amount shall be paid to Subrecipient within thirty (30) days of the date that (a) Subrecipient has completed all of the Services contemplated herein to the sole satisfaction of MARC, and (b) MARC has accepted the final work product of Subrecipient.
- C. Compensation After Termination - In the event that this Agreement is terminated as provided below, the Subrecipient shall be compensated for all hours worked and other expenses incurred under this Agreement prior to the date of receipt of the termination notice or other termination date specified in such notice. The Subrecipient and any of its subcontractors, agents and legal representatives agree to accept this amount of compensation in full satisfaction of all claims for compensation under this Agreement.

4. **CHANGES AND ADDITIONAL SERVICES**

This Agreement constitutes the entire agreement between MARC and Subrecipient and it may not be amended or altered in any way except by a written amendment signed by both parties to this Agreement; provided, however, that at any time during the term of this Agreement MARC, by written notice to Subrecipient, may modify the scope of the Services to be furnished by Subrecipient under this Agreement. If such modification causes an increase or decrease in the amount of Services to be provided by Subrecipient or in the amount of time required for their performance, equitable adjustment shall be made to the provisions of this Agreement for payments to Subrecipient.

5. **TERMINATION**

- A. MARC reserves the right to terminate this Agreement at any time with or without cause by giving Subrecipient advance written notice of such termination.
- B. In the event of any such termination, the Subrecipient shall deliver to MARC, as the property of MARC, all designs, reports, drawings, studies, estimates, computations, memoranda, documents, and other papers or materials either furnished by MARC or prepared by or for the Subrecipient under this Agreement.

6. **COPYRIGHT AND OWNERSHIP OF DOCUMENTS**

No reports, maps or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of Subrecipient. Ownership of all designs, reports, drawings, studies, estimates, models, computations, and other related items ("Work Product") prepared under this Agreement shall vest in MARC upon payment to the Subrecipient for all Services rendered herein through the date of the expiration or termination of this Agreement. Subrecipient hereby assigns to MARC all right, title and interest in any Work Product, including any copyrights or other intellectual property therein.

7. **ASSIGNMENT**

The Subrecipient's rights, obligations and duties under this Agreement shall not be assigned in whole or in part without the prior written consent of MARC. However, claims for money due to the Subrecipient from MARC under the terms of this Agreement may be assigned to a bank, trust company or other such financial institution, provided that prompt written notice of such an assignment is given to MARC. None of the Services covered by this Agreement shall be subcontracted without the prior written approval of MARC.

8. **INDEPENDENT CONTRACTOR**

Subrecipient will act as an independent contractor in the performance of the Services under this Agreement. Accordingly, Subrecipient shall be responsible for the payment of

all required business license fees and all taxes including Federal, State and local taxes arising from Subrecipient's activities under the terms of this Agreement.

9. **PROHIBITED INTERESTS**

No officer, member or employee of MARC, no member of MARC's governing body and no other public official of the locality or localities in which the Project is being carried out who exercises any functions or responsibilities in the review and approval of this Project shall participate in any decision related to this Agreement affecting, either directly or indirectly, his or her own personal interest. No member of or delegate to the Kansas Legislature, the Missouri General Assembly or the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising from it.

10. **CONFLICTS OF INTEREST**

- A. Subrecipient hereby certifies that the company and any personnel assigned to work for MARC under this Agreement are not involved in other community projects that would pose a conflict to the Subrecipient's ability to successfully carry out the responsibilities of this Agreement. If potential conflicts arise during the term of this Agreement, the Subrecipient agrees to notify MARC immediately in writing and discuss the potential issues and work with MARC to address any potential issues arising from the situation.
- B. The Subrecipient covenants that it presently has no known personal or pecuniary interest and shall not knowingly acquire such interest, directly or indirectly, which could conflict in any manner with the performance of Services under this Agreement, including the submission of impartial reports and recommendations.

11. **INSURANCE**

- A. The Subrecipient shall maintain commercial general liability, automobile liability, worker's compensation and employer's liability insurance in full force and effect to protect the Subrecipient from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property arising from the negligent acts, errors, or omissions of the Subrecipient and its employees, agents, and subsubrecipients in the performance of the Services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.
- B. The Subrecipient shall also maintain professional liability insurance to protect the Subrecipient against the negligent acts, errors, or omissions of the Subrecipient and those for whom it is legally responsible, arising out of the performance of the Services under this Agreement.
- C. The Subrecipient's insurance coverages shall be for not less than the following limits of liability:
 - (i) Commercial General Liability: \$500,000.00 per claim up to \$2,000,000.00

per occurrence;

- (ii) Automobile Liability: \$100,000.00 per claim up to \$2,000,000.00 per occurrence;
 - (iii) Worker's Compensation in accordance with the statutory limits; and Employer's Liability: \$1,000,000.00; and
 - (iv) Professional Liability (Errors and Omissions): \$1,000,000.00, each claim and in the annual aggregate.
- D. The Subrecipient shall, upon request at any time, provide MARC with certificates of insurance evidencing such policies and confirming that they are all in full force and effect as required by this Agreement. All such policies shall name MARC as an additional insured.
- E. Any insurance policy required hereunder shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.
- F. As between Subrecipient and MARC, the parties waive any and all rights against each other, including their rights of subrogation, for damages covered by property insurance during and after the completion of Services under this Agreement.

12. **FEDERAL AND STATE TERMS AND CONDITIONS**

This Agreement shall be subject to all applicable Federal Terms and Conditions provided in Exhibit B attached hereto and incorporated herein by reference.

Subrecipient shall be responsible for ensuring compliance with the Immigration Reform Act of 1986 and all laws regulating immigration and the verification of eligibility for employment of persons. All Subrecipients and sub-contractors with contract amounts in excess of \$5,000 on public projects in Missouri are required to verify the employment eligibility status of employees through the E-verify federal program administered by the Department of Homeland Security, U.S. Citizenship and Immigration Services. Compliance with any such requirements are required under this Agreement and any subcontracts permitted hereunder. Subrecipient shall indemnify, defend and hold harmless MARC against any expense incurred including imposition of fines which results from violation of such laws. Subrecipient affirmatively states that it is not knowingly in violation of R.S. Mo. 285.530.1 and shall not henceforth be in such violation. Subrecipient further agrees to execute a sworn affidavit, under the penalty of perjury attesting to the fact that the Subrecipient's employees are lawfully present in the United States. Failure of Subrecipient to comply with this requirement shall be grounds for termination for default.

13. **INDEMNIFICATION**

Subrecipient expressly agrees to defend, indemnify, and hold and save harmless MARC, its officers, agents, servants and employees for liability of any nature (including, without limitation, reasonable attorneys' fees) related to (i) a breach of this Agreement by Subrecipient, (ii) the Services provided under this Agreement by Subrecipient or arising from any act or omission of Subrecipient or of any employee or agent of Subrecipient; or (iii) infringement or misappropriation or allegation of infringement or misappropriation of any patent, copyright, trade secret, trademark or other proprietary right of any third party relating to any deliverable provided or service performed by Subrecipient .

14. **CERTIFICATE REGARDING DEBARMENT AND SUSPENSION**

MARC, as a non-federal entity utilizing federal funds, is prohibited from contracting with or making subawards under covered transactions to parties that are suspended, debarred or otherwise excluded from, or ineligible for, participation in Federal assistance programs or activities, or whose principals are suspended, debarred or otherwise excluded from, or ineligible for, participation in Federal assistance programs or activities. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000 (e.g., subawards to subrecipients). Subrecipient hereby agrees to provide MARC with a copy of the signed Certificate Regarding Debarment and Suspension, attached hereto as Exhibit C and incorporated herein by reference, to ensure that these federal rules are followed.

15. **CONFIDENTIALITY**

- A. Except as is necessary in the performance of this Agreement, or as authorized in writing by the other party, the parties shall not disclose to any person, institution, entity, company, or other third party any information directly or indirectly related to the parties that the other party (or its employees, agents and contractors) receives as a result of performing its obligations under this Agreement, or of which it is otherwise aware.
- B. The parties (and their employees, agents and contractors) shall not disclose, except to each other, any proprietary information, professional secrets or other information, records, data and data elements (including, but not limited to, protected health information) collected and maintained in the course of carrying out the responsibilities under this Agreement, unless such party receives prior written authorization to do so from the other party or as required by law.
- C. All confidential obligations contained herein (including those pertaining to information transmitted orally) shall survive the termination of this Agreement. The parties shall ensure that their respective employees, agents and contractors are aware of and shall comply with the aforementioned obligations.
- D. MARC is a public governmental body subject to the provisions of Missouri's Sunshine Law, Sections 610.010 through 610.030 RSMo. As such, MARC is required to allow citizens to inspect and copy District documents deemed to be "public records" under the law. Nothing herein shall prohibit MARC from

satisfying a request to inspect and copy documents if legal counsel for MARC is of the opinion that such documents are “public records.”

16. **DEFAULT**

In the event there is a default with respect to any of the provisions of this Agreement or its obligations under it, the non-defaulting party shall give the defaulting party written notice of such default. After receipt of such written notice, the defaulting party shall have fifteen (15) days in which to cure any monetary default and thirty (30) days in which to cure any non-monetary default, provided the defaulting party shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and the defaulting party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The non-defaulting party may not maintain any action or effect any remedies for default against the defaulting party unless and until the defaulting party has failed to cure the same within the time periods provided in this paragraph. Remedies for default may include, but not be limited to, temporarily withholding payments, disallowing all or a part of reimbursable costs, suspending or terminating the Agreement pursuant to Section 5, recommendation of suspension or debarment, withholding further federal awards, or other remedies that may be legally available.

17. **GOVERNING LAW**

This Agreement shall be interpreted under and governed by the laws of the State of Missouri. Whenever there is no applicable state statute or decisional precedent governing the interpretation of this Agreement, then federal common law shall govern.

18. **NOTICES**

Any action by MARC under this Agreement may be taken by David A. Warm, Executive Director, or such other person as MARC may designate for such purpose by written notice to Subrecipient. All compensation and written notices to Subrecipient shall be considered to be properly given if mailed, delivered in person, emailed or transmitted by facsimile machine to:

City of Independence Police
Department Attn: Jason Petersen,
Deputy Chief 223 N Memorial Drive
Independence, MO 64050
(816) 325-7300
E-mail address: jpetersen@indepmo.org

All invoices, written reports and written notices given to MARC shall be considered to be sufficiently given if mailed, delivered in person, e-mailed or transmitted by facsimile machine to:

Mid-America Regional Council
Attn: Julie Phillips, Shared Services Program Director
600 Broadway, Suite 200
Kansas City, Missouri 64105-1659
E-mail address: jphillips@marc.org
FAX (816) 474-4240

19. **ENTIRE AGREEMENT**

This Agreement cancels and supersedes all previous discussions, negotiations, understandings, representations, warranties and agreements, written or oral, relating to the subject matter of this Agreement, and contains the entire understanding of the parties hereto.

20. **COUNTERPARTS**

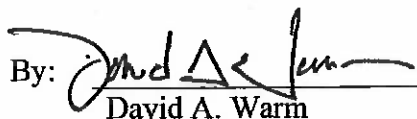
This Agreement may be executed in any number of counterparts, each of which is deemed to be an original and all of which constitute one agreement that is binding upon all of the parties hereto, notwithstanding that all parties are not signatories to the same counterpart.

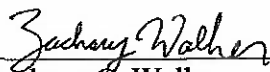
[signatures on the following page]

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the dates set forth below.

MID-AMERICA REGIONAL COUNCIL

CITY OF INDEPENDENCE, MISSOURI

By: 
David A. Warm
Executive Director

By: 
Zachary C. Walker
City Manager

Date: 9/4/2024
"MARC"

Date: 08/26/2024
"Subrecipient"

Exhibit A

Scope of Services

The City of Independence Police Department agrees to collaborate with MARC and other project partners to execute the requirements of a Federal Award Project entitled “Automated License Plate Reader Expansion for Law Enforcement,” under the Solicitation Title BJA FY24 Invited to Apply – Byrne Discretionary Community Project Grants/Byrne Discretionary Grants Program, Federal Award Identification Number (FAIN) #15PBJA-23-GG-00318-BRND, awarded by the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance, on August 15, 2024 (the “Project”). The approved award amount is \$963,000. The Project is described in the Proposal Narrative, attached hereto and incorporated by reference as Exhibit A-1.

City of Independence Police Department (“Subrecipient”) is a Sub-Recipient to MARC (prime grantee) and is one of the Partners designated in the Project. Subrecipient has reviewed Exhibit A-1 and is familiar with and agrees to carry out the duties, responsibilities and obligations of the Sub-Recipient. The Subrecipient agrees to comply with all conditions of the award, attached hereto and incorporated by reference as Exhibit A-2.

Among other things, Sub-Recipients must:

- Actively engage in project team meetings, quarterly or as scheduled, to coordinate and ensure project deliverables,
- Provide appropriate progress reports and financial reports,
- Be accountable for how they use the federal funds provided under the subaward,
- Follow applicable federal rules regarding financial management, internal controls, cost principles, and audit requirements, and
- Collect and provide performance data to include in grant reports to OJP.



NOTICE OF MARC/KCRPC CONTRACT MODIFICATION
DATED: October 11, 2024

Bid Title:	Yearly Contract for Surveillance Cameras & Installation
Bid/Contract No.	93 (3R)
Contract Modification No.:	4
Contract Period:	11/1/20 to 10/31/22
Renewal Period 1:	11/1/22 to 10/31/23
Renewal Period 2:	11/1/23 to 10/31/24
Renewal Period 3:	11/1/24 to 10/31/25

CONTRACTOR:

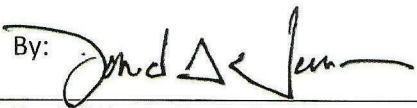
Lisa Reinoehl
Electronic Technology, Inc.
5700 Merriam Dr.
Merriam, Kan., 66203

Phone: 913-962-8083
Fax:
Email: lreinoehl@etikc.com

MODIFICATION TO ORIGINAL CONTRACT:

The original contract issued November 1, 2020, is revised as follows:

MARC/KCRPC does hereby accept your offer to renew the contract for one year, with the requested changes, with no renewal option remaining. The updated price list is included with this modification.

By: 

David Warm, Executive Director
Mid-America Regional Council

10/22/2024

Date:

By: 

Lisa Reinoehl, CEO, President
Electronic Technology, Inc.

10/23/2024

Date:

Copy: Contractor / Contract database / KCRPC Program Coordinator / Participants

MID-AMERICA REGIONAL COUNCIL / KANSAS CITY REGIONAL PURCHASING COOPERATIVE
600 Broadway Suite 200, Kansas City, Mo. 64105-1659
www.marc.org / rita.parker@kcrpc.com

LABOR RATES (TAB 1)

Effective 11/1/24 to 10/31/25

ELECTRONIC TECHNOLOGY, INC

Regular/Repair Service Call:

Regular Hours	Monday - Friday 8:00 a.m. to 5 p.m.
After Hours	Monday - Friday
Weekends	Saturday - Sunday
Holiday	

Emergency/ Repair Service Call:

Regular Hours	Monday - Friday 8:00 a.m. to 5 p.m.
After Hours	Monday - Friday
Weekends	Saturday - Sunday
Holiday	

New Work:

Regular Hours	Monday - Friday 8:00 a.m. to 5 p.m.
After Hours	Monday - Friday
Weekend	Saturday - Sunday
Holiday	

Other:

Bucket truck rental, includes two operators.

Tower crew, rates per person

Training costs - include cost per hour or set pricing, training material, travel costs and any other relevant cost breakdowns.

Integration costs:

Non-Prevailing Wage Rates (Also applies to Missouri projects under \$75,000)	
Hourly Rate:	Minimum Hrs.
\$ 110.00	1
\$ 130.00	1
\$ 145.00	1
\$ 190.00	1

Prevailing Wage Work (Missouri only - for projects over \$75,000)	
Hourly Rate:	Minimum Hrs.
\$ 125.00	1
\$ 145.00	1
\$ 170.00	1
\$ 206.00	1

\$ 115.00	1
\$ 135.00	1
\$ 150.00	1
\$ 195.00	1

\$ 130.00	1
\$ 150.00	1
\$ 175.00	1
\$ 210.00	1

\$ 110.00	1
\$ 130.00	1
\$ 145.00	1
\$ 190.00	1

\$ 125.00	1
\$ 145.00	1
\$ 170.00	1
\$ 205.00	1

Hourly Rate:	Minimum Hrs.
\$ 285.00	1
\$ 195.00	1
\$ 1,210.00	1

Hourly Rate:	Minimum Hrs.
\$ 325.00	1
\$ 205.00	1
\$ 1,210.00	1

Boring services

Ductwork Standard 3 inch (KCMO)

Ductwork City Specification non KCMO Jurisdictions

Refer to Tab 5-4	Per foot
" "	Per foot ^
" "	Per foot ^

Refer to Tab 5-4	Per foot
" "	Per foot ^
" "	Per foot ^

State any additional delivery costs or mileage rate, for products or service requested by agencies located outside the greater metropolitan Kansas City area.

Rate of \$0.665 per mile

* Minimum of a 2-person crew required for all tower work

** Training costs will vary by class type to be covered. This is an average cost per day based on a 10 person participation

^ Refer also to digital submission tables

				Electronic Technology, Inc.
MANUFACTURER:	NAME AND EFFECTIVE DATE OF PUBLISHED CATALOG/PRICE SHEET	DISCOUNT (%) OFFERED:	MSRP WEB LINK:	LEAD TIME for DELIVERY OF PRODUCTS (AFTER RECEIPT OF ORDERS) IF AVAILABLE:
CATEGORY A:	VIDEO SURVEILLANCE EQUIPMENT AND SOFTWARE - IP-BASED			
Genetec	Security Center	20%	Refer to appendices	10 Days to 15 Days
			www.genetec.com	

CATEGORY B:	CONTROLLED BUILDING ACCESS			
Genetec	Security Center	20%	Refer to appendices	10 Days to 15 Days

CATEGORY D:	CABLING COSTS (EXCLUDING LABOR)			
CommScope	CAT 5 & CAT 6 Cable	15%	Furnish by Quotes	10 Days
Corning	Fiber	10%	Furnish by Quotes	6 to 8 months
			www.commscope.com	
			www.corning.com	

CATEGORY E:	OFF-SHELF (OTHER SIMILAR SURVEILLANCE/SECURITY PRODUCTS OFFERED, BUT NOT LISTED ABOVE):			
	Note: For additional details regarding Vendor product lines refer to Tab 5-4			

		Electronic Technology, Inc.	
Comply? Check YES or NO for each statement. If response is NO, bidders must state alternate proposed. Bidders may attach separate sheet for alternate proposal.		Response/Exceptions/Alternate:	
VIDEO SURVEILLANCE EQUIPMENT AND SOFTWARE			
4.1	All camera brackets on the pole at location, shall be mounted using a metal strap band mounting bracket so that no drilling into the pole is required to hold the camera.	☐ YES	No alternates allowed.
	Mount on:	☐ YES	
	Street-Light Poles	☐ YES	
	Traffic Signal Standards	☐ YES	
	Building exteriors/interiors	☐ YES	
	Radio Towers	☐ YES	
	Vehicles	☐ YES	
	Overpasses/bridges	☐ YES	
4.2	A NEMA rated box may be required of sufficient size to hold necessary equipment for the installation. Box may need to be color matched. Vendor may be required to connect to electrical power available at the site.	☐ YES	
4.3	Remote Mount Cameras features must include:	☐ YES	
	IP Addressable	☐ YES	
	Genetec compatible	☐ YES	
	PoE (Power Over Ethernet)	☐ YES	
	Web Interface with User/PW login	☐ YES	
	ONVIF Compatible	☐ YES	
	Local EDGE recording capability	☐ YES	
	Minimum 1080p resolution (State max resolution)		Maximum 20 Megapixels on 1 lens
4.4	Enclosure for Camera	☐ YES	
	All weather (Exterior cameras only)		
4.5	Integration Services	☐ YES	
	Vendor will propose solution and necessary equipment and services to achieve desired capability.	☐ YES	
4.6	VIDEO SURVEILLANCE EQUIPMENT AND SOFTWARE - IP-BASED		
	Must be certified Genetec certified distributor	☐ YES	
	Must be proficient in network & firewall configuration to support camera network	☐ YES	
4.7	Wireless Connectivity		
	Radwin Certified	☐ YES	
4.8	CONTROLLED BUILDING ACCESS		
	Systems and components shall be able to screen and validate employees and visitors using various readers (i.e. swipe card-keypad, proximity, biometric identification).	☐ YES	
	Electromagnetic door lock.	☐ YES	
	Surface-mount door contact and switch, and electric door strike, heavy duty.	☐ YES	
	Includes request to exit button signage.	☐ YES	
	Includes request to exit PIR motion sensors.	☐ YES	
	Touchless panels	☐ YES	
	Panic alarms, under desk	☐ YES	
4.9	CABLING		
	Single & multi-mode fiber splicing to include waterproof enclosures	☐ YES	
	Cat 5/Cat 6 termination and testing	☐ YES	
	Fiber optic cable termination in cassette or panel	☐ YES	
	OTDR and power meter testing of fiber cable	☐ YES	
	Boring to include earth, rock or external walls (Vendor must be able to install orange colored, 3 inch conduit or two, 2 inch conduits as required)	☐ YES	
	Pull Box (Hand Hole) installation in earth/rock/pavement (KCMO installations must meet KCMO TCD-0-6 & TCD-0-6a Type II)	☐ YES	
	Fiber optic cable must be single mode, rated appropriately for inside or outside plant use (KCMO installations to meet KCMO standard available at:)	☐ YES	
	https://drive.google.com/file/d/1ifA3lqKbl-s6TSNmFtCPXx3bRN7dMQ6/view		

	Signed and Included? Designate "Yes or No"	
Addendum(s) signed and included? <i>Bidders shall confirm if any additional addendums have been issued, by either contacting the Program Coordinator, or checking the web sites at www.marc.org/kcrpc/ or www.demandstar.com.</i>	<u>Yes</u> ☒	No
Section 5.0 Submittal Section - References, Key Personnel, Subcontractors, Available Equipment? Completed and signed by authorized person.	<u>Yes</u> ☒	No
Appendix A - Addendum 1 REVISED Pricing Section Tab 1 - Labor Rates / Tab 2 - Discounts Offered and Manufacturers / Tab 3 - Specifications/Response and Tab 4 - Excel sheet	<u>Yes</u> ☒	No
Appendix B - Authorization-Collusion Affidavit	<u>Yes</u> ☒	No
Appendix C - Disabled Veterans Preference (Missouri)	<u>Yes</u> ☒	No
Appendix D - Bidder Warranties	<u>Yes</u> ☒	No
Appendix E - E-Verification	<u>Yes</u> ☒	No
Appendix F - Missouri Products Preference	<u>Yes</u> ☒	No
Appendix G - Bidder Guarantees	<u>Yes</u> ☒	No
Appendix H - Debarment Certification	<u>Yes</u> ☒	No
Appendix I - Intent to Perform as MBE-WBE	<u>Yes</u> ☒	No
Appendix J - Affirmative Action	<u>Yes</u> ☒	No
Appendix K - Lobbying	<u>Yes</u> ☒	No
Allow Cooperative Purchasing By Other Entities (Non-Participants)	<u>Yes</u> ☒	No
Payment terms are Net 30 . Do you offer discount for early payment (i.e. Net 15 - 2 percent discount)?	No discount for 15 days	
Government procurement cards accepted? Modification 4 - Changed from 2% to 3%	Yes, at 3 percent	
Geographical service coverage (local, state or national): Modification 4 - Arkansas deleted	States of; Arkansas , Iowa, Kansas, Missouri, and Nebraska	

Annual maintenance service agreement available? Provide details or submit sample agreement.	Please refer to warranty page.
Annual maintenance services - Do you offer multi-year pre-payment discount? If yes, state discount and terms.	Please refer to warranty page.
Warranty - Parts - state warranty period	See warranty information on included page.
Warranty - Labor - state warranty period	45 Days
Warranty - Extended state cost and availability	Extended warranty varies from vendor to vendor
Describe policy/process to replace equipment due to damage, theft or repair during warranty period	Please refer to warranty page.
Describe ability to deactivate equipment immediately	Remote connection utilizing Team Viewer software
Describe security and fraud detection capability	Please refer to security / fraud page
Describe website presence - functionality on website	Website
Technical support, 24/7 capability? If yes, state availability including contact information.	Yes, ETI offers 24/7 technical support

Contract Pricing - Most Used Equipment / MARC Bid No. 93	Discount % off MSRP	Note
iPhone	10%	*
Altronix	10%	*
Antrica - Video Encoders \ Decoders	10%	*
ASSA ABLOY	10%	*
Axis Communication	15%	
Bosch Cameras	25%	*
Bridgewave Wireless	15%	*
BriefCam	10%	*
Cambium Wireless	12%	*
Ceragon Wireless Radios	20%	*
Cisco Equipment	15%	*
Code Blue Station	12%	*
Cradle Point Cellular Modems	10%	*
DDB Enclosure	10%	*
Ditek	10%	*
Genetec ALPR Products	15%	
Genetec Hardware All types	20%	
Genetec Security Center Video	20%	
Genetec Synergis Access Control	20%	
HES	10%	*
HID	10%	*
HP equipment	10%	*
Jupiter Video Wall equipment	12%	*
Louroe Audio products	10%	*
Panasonic Cameras	15%	
Photo Cell Power taps	\$125.00	
Protera Network	15%	*
Radwin Wireless Radios	20%	
Ruckus Wireless	20%	*
Ruggedcom Switch products	12%	*
Securitron	10%	*
Siklu Wireless	15%	*
Southern MFG Enclosure 16H X 14W X 11 D #2 Key	Deleted	
Aluminum Enclosure (16"x16"x10") with #2 Security Lock (NEMA 3, Sundshield, Vented, Thermostatic Fan, Insulated, Pole/Wall Mount	\$720.00	New
Aluminum Enclosure (12" x 12" x 11") with #2 Security Lock (NEMA 3, Sundshield, Vented, Thermostatic Fan, Insulated, Pole/Wall Mount	\$660.00	New
Aluminum Enclosure (12" x 12" x 6") with #2 Security Lock (NEMA 3, Sundshield, Vented, Thermostatic Fan, Insulated, Pole/Wall Mount	\$580.00	New
Stone Lock Pro-Facial Recognition	10%	*
Transition Network	15%	*
PepLink Cellular Routers - NEW - Modification 4	15%	
Ubiquita UbiHub - NEW - Modification 4	20%	
Network Cat 6 Cable Drop 100 meters or less	\$275.00 each	
Fiber splice Prep Time getting ready to splice per location	\$150.00	
Fiber Splicing only per splice - Modification 4 - Rate change Regular/\$90, Emergency/\$120	\$90.00	
Fiber Testing both OTDR and Power meter with report per splice	\$70.00	
Fiber inground splice enclosure Corning	\$410.00	
Fiber rack mount LIU Corning CCH-01-U	\$327.00	
Fiber Cassette Corning 12 fiber single mode LC connector	\$533.00	
Mobilization for equipment to do boring	\$800.00	
Boring: per foot cost with no rock	\$25.00	
Rock Saw: per foot cost	\$60.00	
Rock Bore: per foot cost	\$160.00	
2 inch HDPE per foot with Pull tape installed	\$3.00 per foot	
3 inch HDPE per foot with pull tape installed	\$4.00 per foot	
Locate Wire per foot	\$1.00 per foot	
Supply and set Hand Holds 17x30x18	\$1,150.00	
Supply and set Hand Holds 24x36x24	\$1,350.00	
Backhoe with operator day rate	\$2,600.00	
Mini-Excavator with operator day rate	\$2,300.00	
Skid Steer with operator day rate	\$2,300.00	
Labor Rate	\$150.00	
Technical support 24/7 Standby / On Call	\$120.00 Daily Rate Plus call-in rate if need at \$135.00 Per-Man hour	
* Because Selected Vendors change pricing often, when asked for at the time of quoting, ETI can provide concurrent MSRP prices. Note: Due to potential vendor promotion additional discount may be applied.		

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-126 **2R** An ordinance approving a Final Plat for McBee Acres, in Independence, Missouri. **2R**

Recommendations:

Commissioner Ashbaugh made a motion to recommend approval of the final plat of McBee Acres with the following conditions:

1. Correct addresses based on attached address exhibit (Exhibit A).
2. Label the loop street on the northern and western, "E. Lynchburg Place N.", and, the southern and eastern part of the loop, "E. 16th Terrace N.". Change "S. Salem Dr." to "E. 16th Terr N.".
3. Remove the lot line (solid line) at the intersection of E. Lynchburg Place N. and N. Salem Drive. The Right-of-Way should be continuous, without breaks.
4. Change "Block 1" and "Block 2" to "Lot 1" and "Lot 2". This change will need to be reflected in the drainage easement language.
5. Language regarding the maintenance of drainage easements will need to be reviewed by Staff to verify concurrence with the recorded covenants.
6. Please indicate/delineate the boundaries for Drainage Easement "A". Ensure that the boundaries of Drainage Easement "B" match the Preliminary Development Plan. These easements will need to be reviewed by City Staff. If any revisions are required, comments will be provided.
7. An Operation and Maintenance Manual for the stormwater system will need to be developed and submitted for review prior to issuance of any Certificate of Occupancy for buildings on this site. Requirement as per the Environmental Compliance Division of the Municipal Services Department.
8. Remove 25' Building Line (Note: varied exterior setbacks and minimum 20' rear yard setbacks will need to be indicated on Final Development Plan, in accordance with the approved Preliminary Development Plan #22-125-01).
9. Submit Final Development Plan prior to construction. Final Development Plan is required to be submitted in accordance with City Code 14-703-06 and can be processed concurrently with Building Permit application(s).
10. Covenants, Conditions, and Restrictions CCR's shall be submitted for review and found to be in concurrence with the Final Plat prior to approval and recording of the Final Plat.

A second to the motion was made by Commissioner Ferguson. The City Planning Commission voted as follows:

Commissioner Nesbitt -Yes

Commissioner Ferguson - Yes

Commissioner Ashbaugh – Yes

Commissioner Wiley – Yes
Commissioner O’Neill – Yes
Commissioner Torres – Yes
Commissioner Young – Yes

The motion passed with a recommendation for approval to be forwarded to the City Council for consideration. Staff concurs with the recommendation of the Planning Commission.

Background:

A request for Final Plat approval, following the approval of the rezoning and preliminary development plan for McBee Acres.

PROPOSAL:

The applicant received approval of a preliminary development plan in April of 2022 (Ordinance #19316). One of the conditions for approval of Ordinance #19316 required the applicant to record a Final Plat of the proposed development site.

PHYSICAL CHARACTERISTICS OF PROPERTY:

This application for a Final Plat consists of two unplatted property tax parcels totaling ~11.45 acres in area. In addition, a dead-end section of Lexington Rd., located along the South/Southwest border of this site, has been vacated. The North half of the vacated Right-of-Way (30.5’) is included in this application for a Final Plat.

The properties that make up this application were annexed into the City of Independence in 2015 (Ordinance #18524). The vacated Right-of-Way was annexed in 2022 (Ordinance #19315). Before this time, the properties that make up this application for a Final Plat would have been located in Unincorporated Jackson County.

CHARACTERISTICS OF THE AREA:

The surrounding land use of this area consists of a mixture of single-family, two-family, and multi-family residences, as well as a mixture of light commercial, general commercial, and public/civic uses.

ANALYSIS:

Historic and Archeological Sites:

There are no apparent historic or archeological issues with this property.

Public Utilities:

The property owner will need to make the necessary infrastructure improvements to this site. The installation of infrastructure at this site has been approved to move forward at-risk subject to the final plat.

Floodplain/Stream Buffer:

There are no floodplain/stream buffer issues with this property.

CIP Investments:

The City does not have any capital improvements projects planned near this area.

Platting:

This site has received approval of a preliminary development plan as part of an application for a Rezoning/PUD. This plan included 39 duplexes on 2 lots. As such, these duplexes will be owned and managed by the developer who will lease them out to tenants.

Elevations:

Based on the Preliminary Development Plan approved by City Council, each residential building will contain two adjoining identical two-story units constructed on a slab foundation. The first floor will feature about 700 square feet with a living room, dining room, ½ bath and a single car garage. The second floor will contain roughly 800 SF divided into three bedrooms and two bathrooms. Exterior building materials will consist of Hardie Board siding with veneer cultured stone on the front elevation, all in a light grey color. Asphalt composite shingles in a dark grey/black color will be used on all roofs.

Driveways and Sidewalks:

The preliminary development plan for this project indicates that each duplex will have a two-car width driveway. In addition, building elevations submitted as part of the preliminary development plan indicate that each duplex will be outfitted with 2 garages—one for each dwelling unit. Each duplex will have capacity for 4 off-street parking spaces.

Condition #6 of the applicant's approval for a Rezoning/PUD requires at least 13 additional off-street parking spaces to be added between certain lots. This will help to keep street parking at a minimum.

The preliminary development plan for this project indicates that a sidewalk will be constructed in the Right-of-Way around the boundaries of the interior lot (Lot 2)

Streets and Access:

The two lots will be accessed from Salem Dr. to the East. All buildings will be accessed by a looped public street connecting to Salem Drive. The development entrance shall meet minimum sight distance requirements prior to recording of the Final Plat.

This proposed project is not expected to adversely affect the street network in the vicinity of the project. Jackson County is requiring a construction permit for the project's connection with Salem Drive and has been involved early on with the project.

Landscaping:

The applicant will provide a tree preservation/landscape plan for the project showing new plantings and how the existing tree lines along the north and east sides of the site will be retained or improved. A landscape feature must be added around the central and northwest detention basins. The applicant will provide a landscape/tree preservation plan as part of a Final Development Plan.

Detention Basin Easements:

Ownership and maintenance of detention basin easements will be recorded with the First Final

Plat.

Draft Planning Commission minutes are attached to this Council agenda item.

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact	Community Development /
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REVIEWERS

Tom Scannell
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Draft Ordinance 24-320-08
2. Staff Report 24-320-08
3. Narrative
4. Application
5. Final Plat
6. Front Elevation
7. Preliminary Plat
8. Comprehensive Plan Map
9. Planning Commission Meeting Minutes 11-19-24

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A FINAL PLAT FOR MCBEE ACRES, IN
INDEPENDENCE, MISSOURI.

WHEREAS, the application submitted by McBee Construction Company, requesting approval of the final plat entitled "McBee Acres," was referred to the Planning Commission as required by the Unified Development Ordinance; and,

WHEREAS, the Planning Commission considered the final plat on November 19, 2024, and rendered a report to the City Council recommending the plat be approved by a vote of 7-0; and,

WHEREAS, in accordance with the Unified Development Ordinance, it was determined that the final plat is consistent with the approval criteria in Section 14-702-04; and,

WHEREAS, the City Council rendered a decision to approve the final plat.

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

SECTION 1. That the final plat entitled "McBee Acres" is a subdivision located at that part of the Southeast Quarter of Section 20, Township 50 North, Range 31 West, Independence, Jackson County, Missouri, described as follows:

Beginning at the Northeast corner of Lot 160, ELM GROVE 6TH PLAT, a subdivision of record; thence S 81°47'24"E, along the South line of SALEM EAST, a subdivision of record, for 45.95 feet; thence N 86°40'36"E along said South line for 247.25 feet; thence N 62°34'06"E along said South line for 272.30 feet to the Southeast corner of Lot 183, SALEM EAST; thence S 38°05'23"E, along the right of way line of Salem Drive (80'r/w), for 459.89 feet to the Northeast corner of Lot 1, CORRECTED PLAT - SALEM JUNCTION, a subdivision of record; thence S 51°53'36" W along said Lot 1 for 185.77 feet; thence S 38°05'23"E along said Lot 1 for 150.08 feet; thence S 51°53'36"W along the Northerly right of way line U.S. Highway Route 24 for 277.62 feet to the Centerline of Old Lexington Road (61'r/w); thence S 78°39'31"W along said Center line for 403.74 feet; thence N 81°56'42"W along said Centerline for 180.67 feet to the East line of ELM GROVE-6TH PLAT; thence N 2°22'58"E along said East line for 162.18 feet; thence N 8°49'09"W along said East line for 164.36 feet; thence N 6°48'19"E along said East line for 153.73 feet; thence N 16°33'42"E along said East line for 81.95 feet; then N 2°22'58"E along said East line for 131.34 feet to the Point of Beginning.

Containing 516,470.92 square feet of 11.86 acres more or less.

SECTION 2. All of the conditions of approval have been resolved by the applicant except for the conditions listed below:

1. Correct addresses based on attached address exhibit (Exhibit A).
2. Label the loop street on the northern and western, “E. Lynchburg Place N.”, and, the southern and eastern part of the loop, “E. 16th Terrace N.”. Change “S. Salem Dr.” to “E. 16th Terr N.”.
3. Remove the lot line (solid line) at the intersection of E. Lynchburg Place N. and N. Salem Drive. The Right-of-Way should be continuous, without breaks.
4. Change “Block 1” and “Block 2” to “Lot 1” and “Lot 2”. This change will need to be reflected in the drainage easement language.
5. Language regarding the maintenance of drainage easements will need to be reviewed by Staff to verify concurrence with the recorded covenants.
6. Please indicate/delineate the boundaries for Drainage Easement “A”. Ensure that the boundaries of Drainage Easement “B” match the Preliminary Development Plan. These easements will need to be reviewed by City Staff. If any revisions are required, comments will be provided.
7. An Operation and Maintenance Manual for the stormwater system will need to be developed and submitted for review prior to issuance of any Certificate of Occupancy for buildings on this site. Requirement as per the Environmental Compliance Division of the Municipal Services Department.
8. Remove 25’ Building Line (Note: varied exterior setbacks and minimum 20’ rear yard setbacks will need to be indicated on Final Development Plan, in accordance with the approved Preliminary Development Plan #22-125-01).
9. Submit Final Development Plan prior to construction. Final Development Plan is required to be submitted in accordance with City Code 14-703-06 and can be processed concurrently with Building Permit application(s).
10. Covenants, Conditions, and Restrictions CCR’s shall be submitted for review and found to be in concurrence with the Final Plat prior to approval and recording of the Final Plat.

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 _____, 2025, 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

MEETING DATE: November 19, 2024

STAFF: Gabriel Glaser, Planner

PROJECT NAME: McBee Acres

CASE NUMBER/REQUEST: **Case 24-320-08 – Final Plat – McBee Acres** – A request for Final Plat approval for McBee Acres generally located at the northwest corner of US 24 and Salem Drive.

APPLICANT: McBee Construction Company

PROPERTY LOCATION: generally located at the northwest corner of US 24 and Salem Drive

SURROUNDING ZONING/LAND USE:

North: Unincorporated Jackson County...duplexes
East: Unincorporated Jackson County ...single-family houses and church
South: C-2 (General Commercial)...gas station
C-1 (Neighborhood Commercial)...retail and day care
R-6 (Single Family Residential...church
West: Unincorporated Jackson County)...single family residential

FURTHER ACTION:

Following action by the Planning Commission, this final plat request is scheduled for 1st reading by the City Council on December 16, 2024 and the 2nd reading on January 6, 2025.

RECOMMENDATION

Staff recommends **APPROVAL** of this Final Plat with the following conditions.

1. Correct addresses based on attached address exhibit (Exhibit A).
2. Label the loop street on the northern and western, "E. Lynchburg Place N.", and, the southern and eastern part of the loop, "E. 16th Terrace N.". Change "S. Salem Dr." to "E. 16th Terr N.".
3. Remove the lot line (solid line) at the intersection of E. Lynchburg Place N. and N. Salem Drive. The Right-of-Way should be continuous, without breaks.
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6. Please indicate/delineate the boundaries for Drainage Easement "A". Ensure that the boundaries of Drainage Easement "B" match the Preliminary Development Plan. These

easements will need to be reviewed by City Staff. If any revisions are required, comments will be provided.

7. An Operation and Maintenance Manual for the stormwater system will need to be developed and submitted for review prior to issuance of any Certificate of Occupancy for buildings on this site. Requirement as per the Environmental Compliance Division of the Municipal Services Department.
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9. Submit Final Development Plan prior to construction. Final Development Plan is required to be submitted in accordance with City Code 14-703-06 and can be processed concurrently with Building Permit application(s).
10. Covenants, Conditions, and Restrictions CCR's shall be submitted for review and found to be in concurrence with the Final Plat prior to approval and recording of the Final Plat.

PROJECT DESCRIPTION & BACKGROUND INFORMATION

PROJECT DESCRIPTION: A request for Final Plat approval, following the approval of the rezoning and preliminary development plan for McBee Acres.

Current Zoning: R-12/PUD (Two-Family Residential/Planned Unit Development)

Current Use: Vacant tracts

Proposed Use: Two-Family Residential

Proposal:

The applicant received approval of a preliminary development plan in April of 2022 (Ordinance #19316). One of the conditions for approval of Ordinance #19316 required the applicant to record a Final Plat of the proposed development site.

Physical Characteristics of Property:

This application for a Final Plat consists of two unplatted property tax parcels totaling ~11.45 acres in area. In addition, a dead-end section of Lexington Rd., located along the South/Southwest border of this site, has been vacated. The North half of the vacated Right-of-Way (30.5') is included in this application for a Final Plat.

The properties that make up this application were annexed into the City of Independence in 2015 (Ordinance #18524). The vacated Right-of-Way was annexed in 2022 (Ordinance #19315). Before this time, the properties that make up this application for a Final Plat would have been located in Unincorporated Jackson County.

Characteristics of the Areas:

The surrounding land use of this area consists of a mixture of single-family, two-family, and multi-family residences, as well as a mixture of light commercial, general commercial, and public/civic uses.

ANALYSIS

Historic and Archeological Sites:

There are no apparent historic or archeological issues with this property.

Public Utilities:

The property owner will need to make the necessary infrastructure improvements to this site. The installation of infrastructure at this site has been approved to move forward at-risk subject to the final plat.

Floodplain/Stream Buffer:

There are no floodplain/stream buffer issues with this property.

CIP Investments:

The City does not have any capital improvements projects planned near this area.

Platting:

This site has received approval of a preliminary development plan as part of an application for a Rezoning/PUD. This plan included 39 duplexes on 2 lots. As such, these duplexes will be owned and managed by the developer who will lease them out to tenants.

Elevations:

Based on the Preliminary Development Plan approved by City Council, each residential building will contain two adjoining identical two-story units constructed on a slab foundation. The first floor will feature about 700 square feet with a living room, dining room, ½ bath and a single car garage. The second floor will contain roughly 800 SF divided into three bedrooms and two bathrooms. Exterior building materials will consist of Hardie Board siding with veneer cultured stone on the front elevation, all in a light grey color. Asphalt composite shingles in a dark grey/black color will be used on all roofs.

Driveways and Sidewalks:

The preliminary development plan for this project indicates that each duplex will have a two-car width driveway. In addition, building elevations submitted as part of the preliminary development plan indicate that each duplex will be outfitted with 2 garages—one for each dwelling unit. Each duplex will have capacity for 4 off-street parking spaces.

Condition #6 of the applicant's approval for a Rezoning/PUD requires at least 13 additional off-street parking spaces to be added between certain lots. This will help to keep street parking at a minimum.

The preliminary development plan for this project indicates that a sidewalk will be constructed in the Right-of-Way around the boundaries of the interior lot (Lot 2)

Streets and Access:

The two lots will be accessed from Salem Dr. to the East. All buildings will be accessed by a looped public street connecting to Salem Drive. The development entrance shall meet minimum sight distance requirements prior to recording of the Final Plat.

This proposed project is not expected to adversely affect the street network in the vicinity of the project. Jackson County is requiring a construction permit for the project's connection with Salem Drive and has been involved early on with the project.

Landscaping:

The applicant will provide a tree preservation/landscape plan for the project showing new plantings and how the existing tree lines along the north and east sides of the site will be retained or improved. A landscape feature must be added around the central and northwest detention basins. The applicant will provide a landscape/tree preservation plan as part of a Final Development Plan.

Detention Basin Easements:

Ownership and maintenance of detention basin easements will be recorded with the First Final Plat.

EXHIBITS

1. Narrative
2. Application
3. Final Plat
4. Front Elevation
5. Preliminary Plat
6. Comprehensive Plan map

Ground Up Development LLC
1203 E US HWY 24
Independence, MO 64050

Attn: City of Independence Planning & Zoning Department
111 E Maple Ave., Independence, MO 64050

October 1, 2024

Dear Recipient,

Ground Up Development, LLC hereby submits the Final Development Plan for McBee Acres located at 19004 E. Lexington Rd and 1801 N Salem Drive located on 11.45 total acres near the intersection of US 24 HWY and main entrance from North Salem Drive consisting of a subdivision of 39 duplexes, or 78 total family dwellings. The two lots that make up the 11.45 acres are zoned R12PUD for residential use.

This development will include single slab, up to three bedroom duplexes, with an attached garage for each family, including amenities provided such as an on call maintenance and a walking trail. This development will be constructed and then managed by the current developer who plans to make each until available to rent to the general public.

Thank you for your time and assistance in the project. Ground Up Development is committed to producing a subdivision which values the needs of its families and surrounding businesses. The future development is consistent with the goals, policies, and standards of the City of Independence, in addition to the public health safety, environment, and general welfare of the public. Please direct any further question or concerns to the provided contact information below.

Thank you,



Jack Murphy
Project Manager
816-918-9338
jmurphy@mcbeecustomhomes.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

McBee Acres

Project Name

1801 N Salem Drive and 19004 E Lexington Rd

Project Address/Location

11.45

Sq. Ft. of Building

Acreage

Number of Lots/Tracts

Steam Buffer (Yes or No)

R12PUD

Vacant

Subdivision of 39 Duplexes

Existing Zoning

Proposed Zoning

Existing Land Use

Proposed Land Use

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 |
|---|--|

Contact Information

Applicant

Suzie Zaslavsky McBee Construction Co

Name Company

1203 E US Hwy 24, Independence, MO 64050

Address

913-568-1902 preconstruction@mcbeecom

Phone Email

Architect/Engineer/Surveyor/Other: Civil Engineer

Robert Walquist Quist Engineering

Name Company

821 NE Columbus St, Lees Summit, MO 64063

Address

816-550-5675 rwalquist@quistengineering.

Phone Email

Owner

Steve McBee Ground Up Development

Name Company

103 Industrial Pkwy, Gallatin, MO 64640

Address

816-985-3822 smcbee@mcbeecompanies

Phone Email

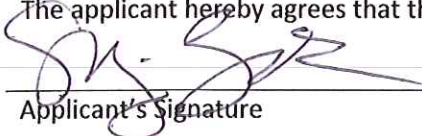
Architect/Engineer/Surveyor/Other: _____

Name Company

Address

Phone Email

The applicant hereby agrees that the information provided above is accurate.

 10/1/24

Applicant's Signature Date

 10/01/24

Owner's Signature Date

FINAL PLAT
McBEE ACRES

SECTION 20, TOWNSHIP 50 NORTH, RANGE 31 WEST,
A SUBDIVISION IN THE CITY OF INDEPENDENCE, JACKSON COUNTY, MISSOURI

DESCRIPTION:

A part of the Southeast Quarter of Section 20, Township 50 North, Range 31 West, Independence, Jackson County, Missouri, described as follows:
Beginning at the Northeast corner of Lot 160, ELM GROVE 6TH PLAT, a subdivision of record; thence S 81°47'24" E, along the South line of SALEM EAST, a subdivision of record, for 45.95 feet; thence N 86°40'36" E along said South line for 247.75 feet; thence N 62°34'06" E along said South line for 272.30 feet to the Southeast corner of Lot 163, SALEM EAST; thence S 38°05'23" E, along the right of way line of Salem Drive (80' R/W), for 459.89 feet to the Northeast corner of Lot 1, CORRECTED PLAT - SALEM JUNCTION, a subdivision of record; thence S 51°53'36" W along said Lot 1 for 185.77 feet; thence S 38°05'23" E along said Lot 1 for 150.08 feet; thence S 51°53'36" W along the Northerly right of way line U.S. Highway Route 24 for 277.62 feet to the Centerline of Old Lexington Road (61' R/W); thence S 78°39'31" W along said Center line for 403.74 feet; thence N 81°56'42" W along said Centerline for 180.67 feet to the East line of ELM GROVE-6TH PLAT; thence N 2°22'58" E along said East line for 162.18 feet; thence N 8°49'09" W along said East line for 164.36 feet; thence N 6°48'19" E along said East line for 153.73 feet; thence N 16°33'42" E along said East line for 81.95 feet; thence N 2°22'58" E along said East line for 131.34 feet to the Point of Beginning.

Containing 516,470.92 square feet or 11.86 acres more or less.

PLAT DEDICATION: The undersigned owner of the Property described herein has caused the same to be subdivided in the manner shown on this plat and the property shall hereafter be known as:

"McBEE ACRES"

FLOOD INFORMATION:

This property is not in the floodway according to the Federal Emergency Management Agency National Flood Insurance Program Boundary and Floodway Map, based on current Map 29095C0190H dated December 7, 2023.

UTILITY EASEMENT DEDICATION:

An easement or license is hereby granted to the City of Independence, Missouri, to locate, construct and maintain, or to authorize the location, construction and maintenance of poles, wires, anchors, conduits, and/or structures for water, gas, sanitary sewer, storm sewer, surface drainage channel, electricity, telephone, cable television, or any other necessary public utility or services, any or all of them, upon, over, or under those areas outlined or designated upon this plat as 'utility easements' (U/E) or within any street or thoroughfare dedicated to public use on this plat. Grantors, on behalf of themselves, their heirs, their assigns and successors in interest, hereby waives, to the fullest extent on this plat. Grantors, on behalf of themselves, their heirs, their assigns and successors in interest, hereby waives, to the fullest extent allowed by law, any right to request restoration of rights previously transferred and vacation of the easement herein granted.

Drainage Easement "A" and Drainage Easement "B" will be Owned and Maintained by the Owners of Lot 1 and there shall be no Alteration to the Detention Facility, Pipes, Structures, and Appurtenances without the Approval of the City Engineering Department.

IN TESTIMONY THEREOF:

Ground Up Development, LLC, a Missouri limited liability corporation, have caused these presents to be signed by its Manager this _____ day of _____, 2024

Steve McBee - Manager

State of Missouri)
County of Jackson) SS

On this _____ day of _____, 2024, before me appeared Steve McBee to me personally known who by me duly sworn, did say that he is the Manager of Ground Up Development, LLC, a Missouri limited liability company and he acknowledged said instrument to be the free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal at my office in said County and State, the day and year last above written.

My Commission expires _____ Notary Public

CITY OF INDEPENDENCE APPROVALS:

Approved by the City Council and Mayor of the City of Independence, Missouri pursuant to Ordinance 17339.

Susanne Holland, City Clerk DATE

Torn Scannell, Community Development Director DATE

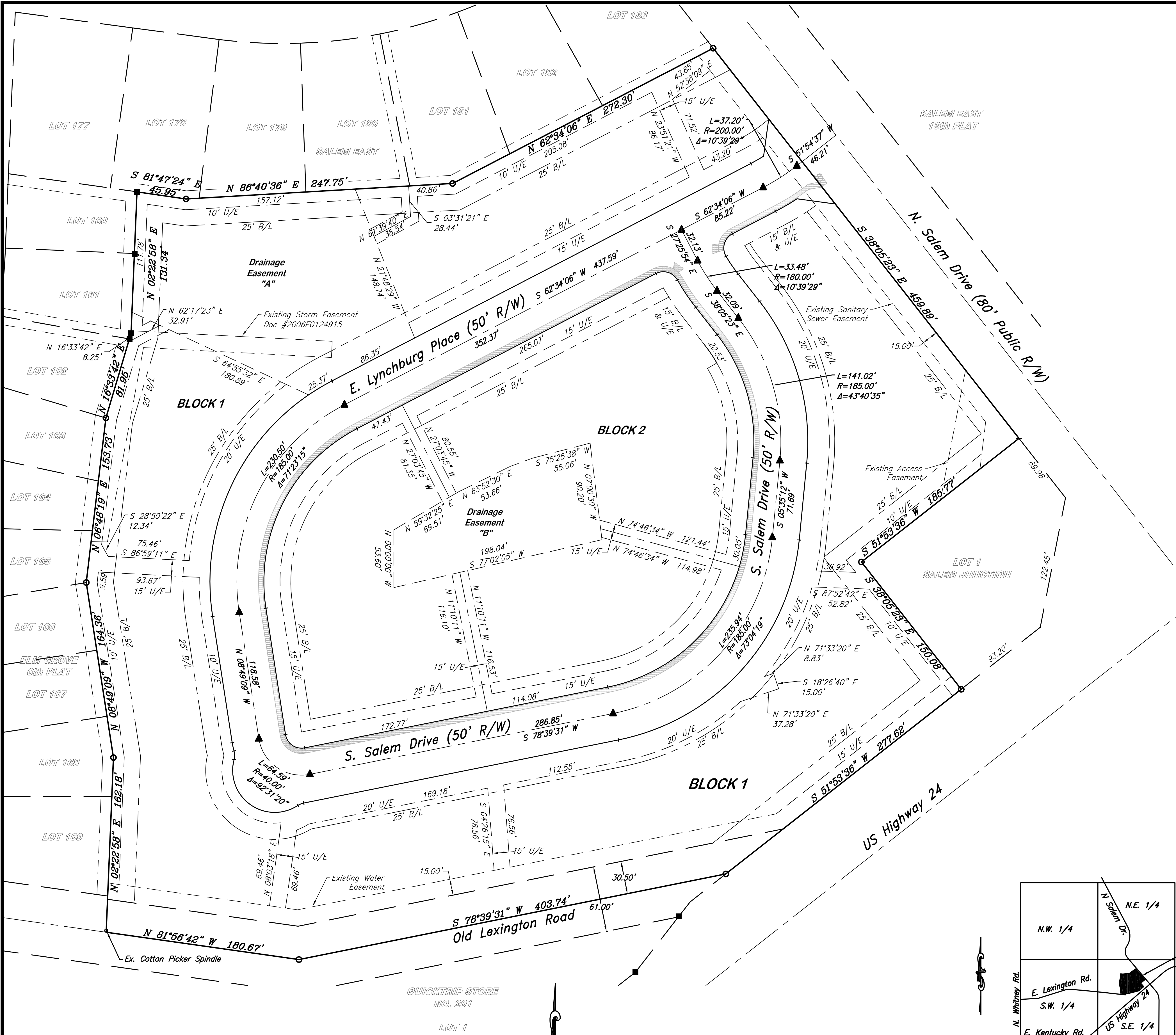
Alexander F. Lopez, City Engineer, DATE

COUNTY APPROVAL:

Vincent Brice Jackson County Assessment Department DATE

I hereby certify that the within Plat of "McBEE ACRES" subdivision is based upon an actual survey made by me or under my direct supervision and that said survey meets or exceeds the current minimum standards for property boundary surveys as established by the Department of Natural Resources, Division of Geology and Land Survey, of the State of Missouri, and Missouri Standards for Property Boundary Surveys, established by the Missouri Board for Architects, Professional Engineers and Land Surveyors. I further certify that this Plat complies with all statutes, ordinances, and regulations governing the practice of surveying and platting of subdivisions to the best of my professional knowledge and belief.

THOMAS W. CLEMONS, P.L.S. NO. 1958
JACKSON COUNTY, MISSOURI



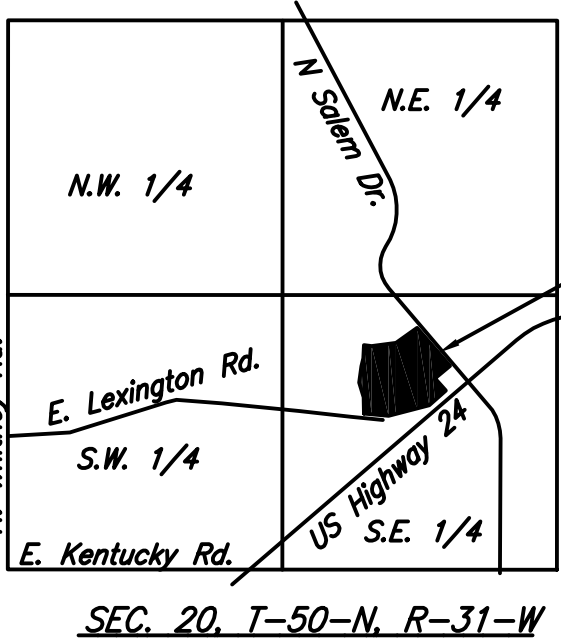
LEGEND

- U/E UTILITY EASEMENT
- B/L BUILDING LINE
- EXISTING REBAR
- EXISTING "+" CUT IN CONCRETE
- SET 1/2" REBAR & PLASTIC CAP MO PLS #1958
- SET COTTONPICKER SPINDLE

NOTES:

- The bearings and coordinates shown on this plat are based upon the Missouri Coordinate System of 1983, West Zone, by GPS Observations using the MoDot GPS Network.

PREPARED FOR/ DEVELOPER:
GROUND UP DEVELOPMENT, LLC



Thomas Clemons
Area Surveyors

2800 Robinson Pike Road
P.O. Box 324 Grandview, Missouri 64030
(816) 941-7557 sirvey@kc.rr.com



PRELIMINARY PLAT FOR
MCBEE ACRES
INDEPENDENCE, JACKSON COUNTY, MISSOURI

DEVELOPER:
MCBEE DEVELOPMENT
(407) 982-0524

SYMBOL LEGEND

PROPOSED	EXISTING
MW	MW
Manhole	Manhole
Curb Inlet	Curb Inlet
Junction Box	Junction Box
Field Inlet	Field Inlet
Fixed End Section	Fixed End Section
Fire Hydrant	Fire Hydrant
Blow Off	Blow Off
Water Valve	Water Valve
Water Meter	Water Meter
Shoof	Shoof
Utility Pole	Utility Pole
Guy Wire	Guy Wire
Electric Transformer	Electric Transformer
Telephone Pole/stand	Telephone Pole/stand
Cable Feed/stand	Cable Feed/stand
Open Ditch	Open Ditch

LINE LEGEND

PROPOSED	EXISTING
Storm Line	Storm Line
Sanitary Line	Sanitary Line
Water Line	Water Line
Building Line	Building Line
Easement Line	Easement Line
4' Sidewalk	4' Sidewalk
2' Curb	2' Curb
Contour	Contour
Fence Line	Fence Line
Gas Line	Gas Line
Overhead Telephone Line	Overhead Telephone Line
Underground Telephone Line	Underground Telephone Line
Overhead Electrical Line	Overhead Electrical Line

UTILITY NOTES:

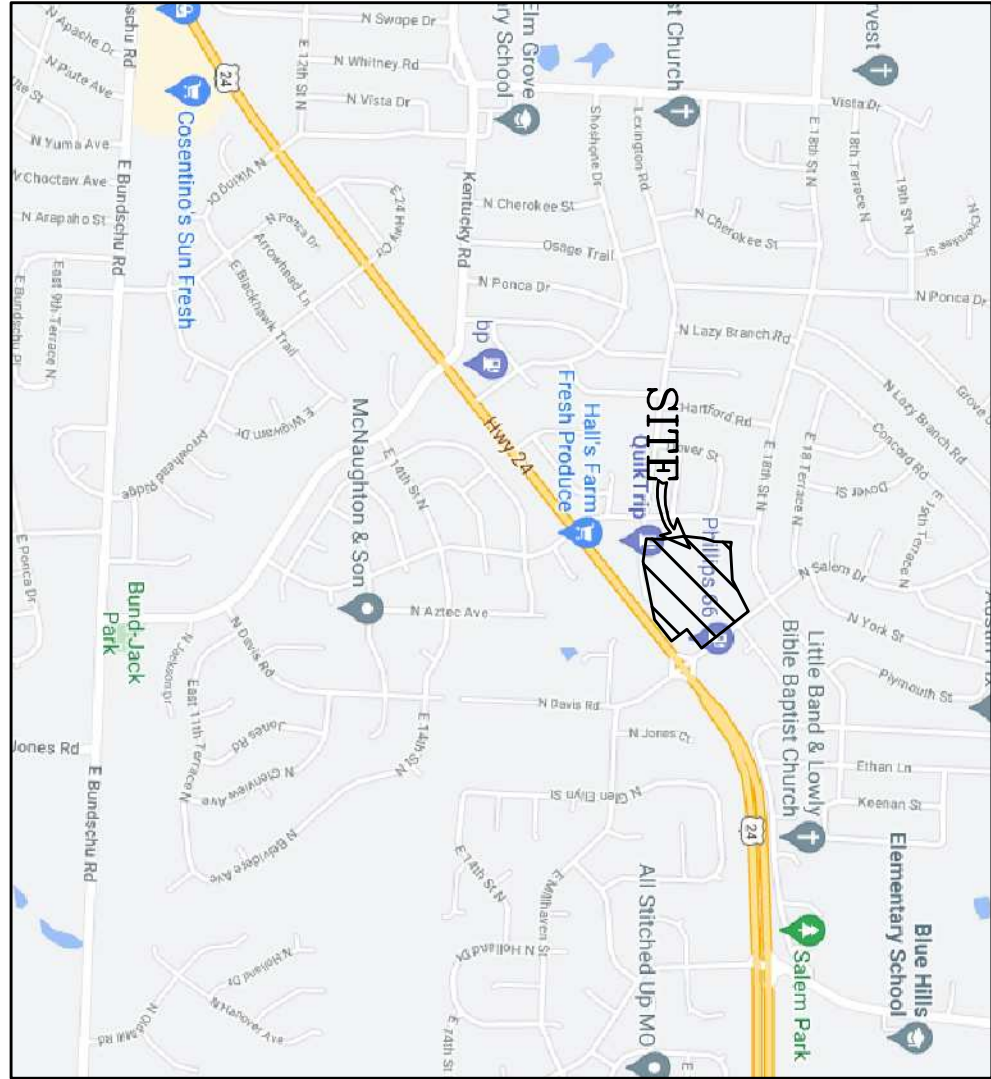
1. SANITARY SEWER MAIN SHALL BE BUILT TO CITY STANDARDS AND DEDICATED TO THE CITY ALONG WITH A 15' UTILITY EASEMENT.
2. WATER MAIN SHALL BE BUILT TO CITY STANDARDS AND DEDICATED TO THE CITY ALONG WITH A 15' UTILITY EASEMENT.

NOTE:

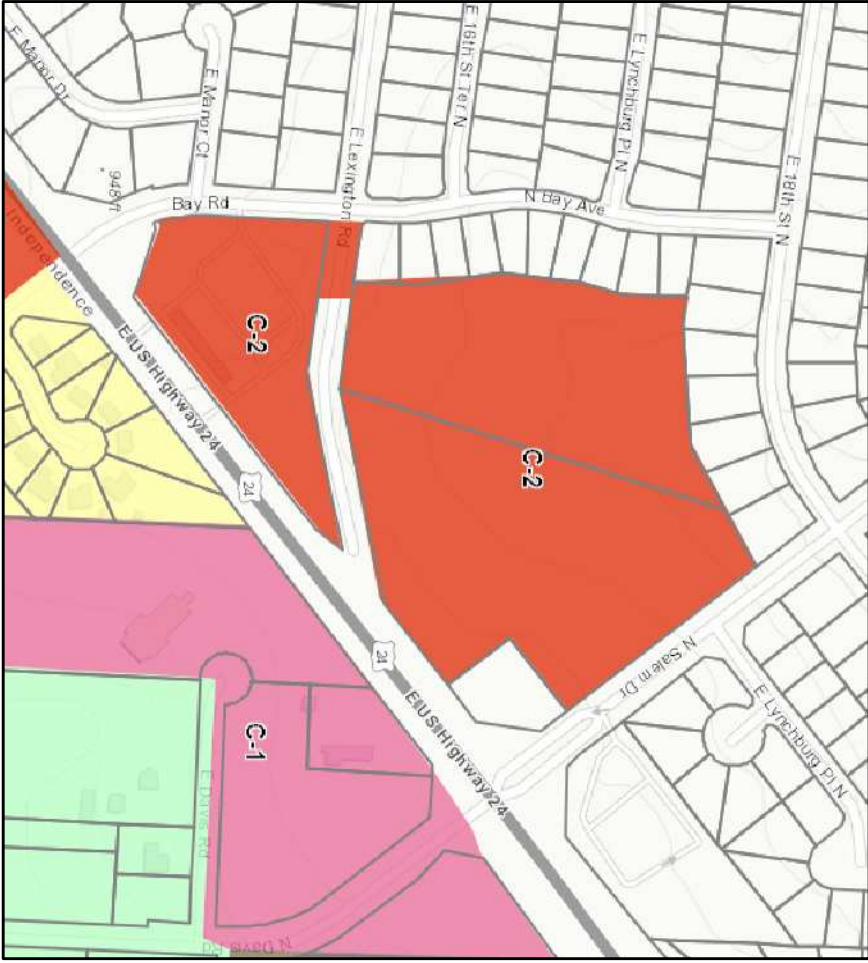
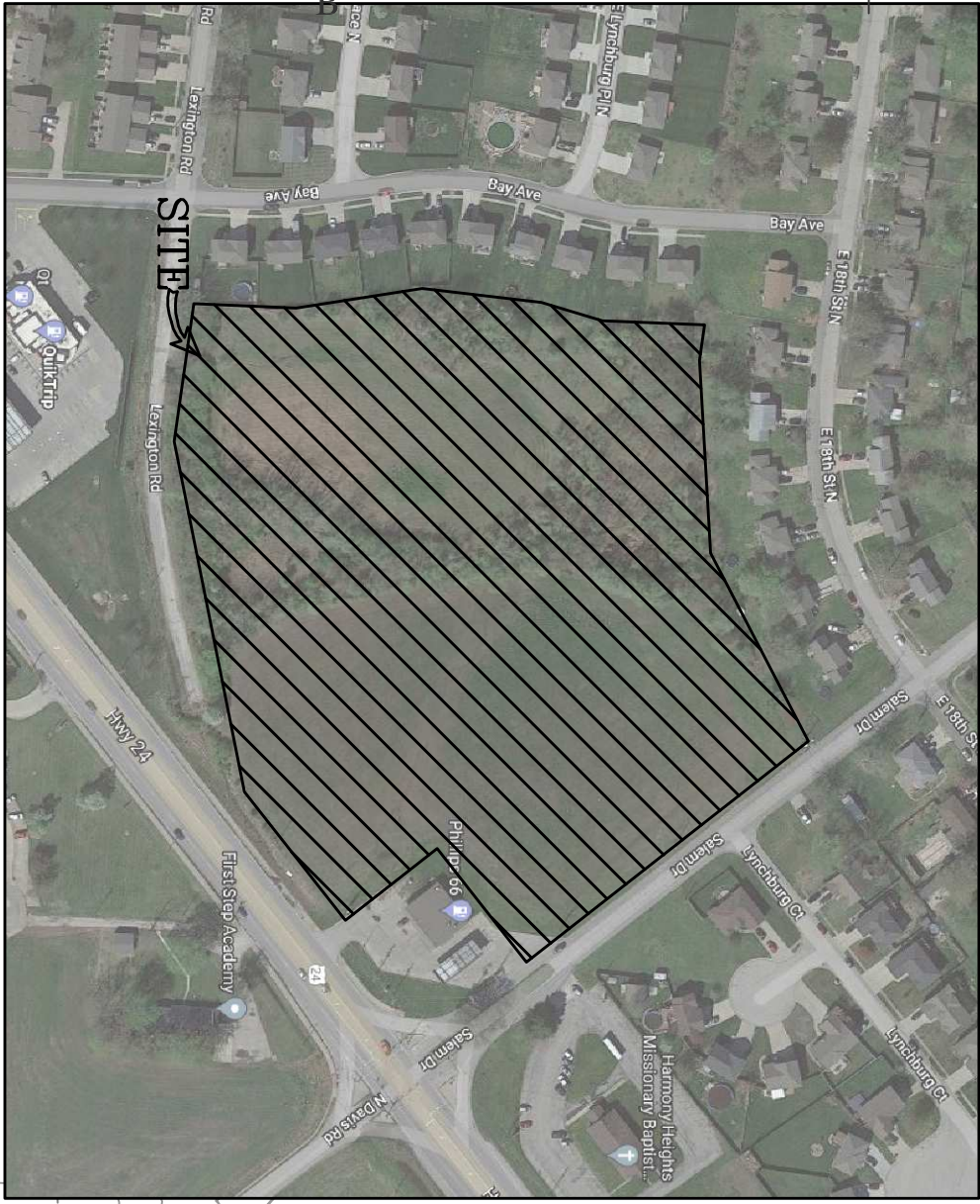
1. EXISTING ZONING = C-2
2. TOTAL AREA = 11.43ac
3. TOTAL LOTS = 3
4. TOTAL LOTS = 78 UNITS
5. UNITS PER ACRE = 6.8 UNITS / ACRE
6. THIS DEVELOPMENT WILL IMPROVE THE EXISTING DETENTION BASIN TO MITIGATE THE INCREASE IN STORM WATER RUNOFF DO TO THE ADDITION OF IMPERVIOUS MATERIAL.
7. ALL ROADS SHALL BE 28' BACK TO BACK W/ 50' ROW.
8. BUILDING SET BACKS
9. FRONT YARD = 25'
10. REAR YARD = 25'
11. CORNER = 15'
12. DEDICATED ROW = 159ac
13. PERCENT OF GREEN SPACE = 57%

PERVIOUS VS IMPERVIOUS CALCULATIONS

LOT SIZE	497,890 SF
IMPERVIOUS SURFACES	
BUILDINGS, PORCHES, DRIVES,	
PARKING,	156,000SF
STREETS	43,224SF
SIDEWALKS	16,969SF
TOTAL	216,193SF
CALCULATIONS	
I/P = 43% IMPERVIOUS	
57% PERVIOUS (GREEN)	



LOCATION MAP

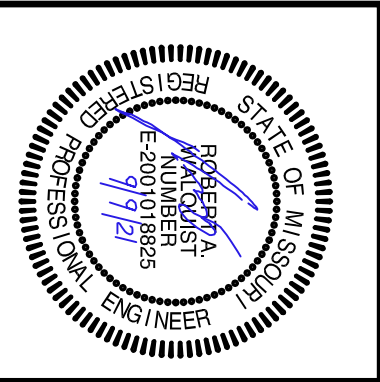


DESCRIPTION:

A part of the Southeast Quarter of Section 20, Township 50 North, Range 31 West, Independence, Jackson County, Missouri, described as follows:

Beginning at the Northeast corner of Lot 160, ELM GROVE 6TH PLAT, a subdivision of record; thence S 81°47'24"E, along the South line of SALEM EAST, a subdivision of record, for 45.95 feet; thence N 86°40'36"E along said South line for 247.75 feet; thence N 62°34'08"E along said South line for 272.30 feet to the Southeast corner of Lot 183, SALEM EAST; thence S 36°03'23"E, along the right of way line of Salem Drive (807'W), for 459.89 feet to the Northeast corner of Lot 1, CORRECTION PLAT 7, SALEM JUNCTION, a subdivision of record; thence S 51°53'36"W along said Lot 1 for 185.77 feet; thence S 36°03'23"E along said Lot 1 for 150.08 feet; thence S 51°53'36"W along the Northern right of way line U.S. Highway Route 24 for 209.89 feet to the Northern right of way line of Old Lexington Road (619'W); thence S 78°39'31"W along said Northern line for 459.00 feet; thence N 81°56'42"W along said Northern line for 178.49 feet to the East line of ELM GROVE-6TH PLAT; thence N 2°22'58"E along said East line for 153.73 feet; thence N 8°49'09"W along said East line for 164.36 feet; thence N 6°48'19"E along said East line for 131.34 feet; thence N 16°33'42"E along said East line for 81.95 feet; thence N 2°22'58"E along said East line for 131.34 feet to the Point of Beginning.

PRELIMINARY PLAT



McBEE ACRES
INDEPENDENCE, JACKSON COUNTY, MISSOURI

Quist Engineering, Inc
Civil Engineering for Residential & Commercial Site Development
821 NE Columbus St.
Lee's Summit, Missouri 64063
Phone: (816) 550-5675
email: rwalquist@quistengineering.com

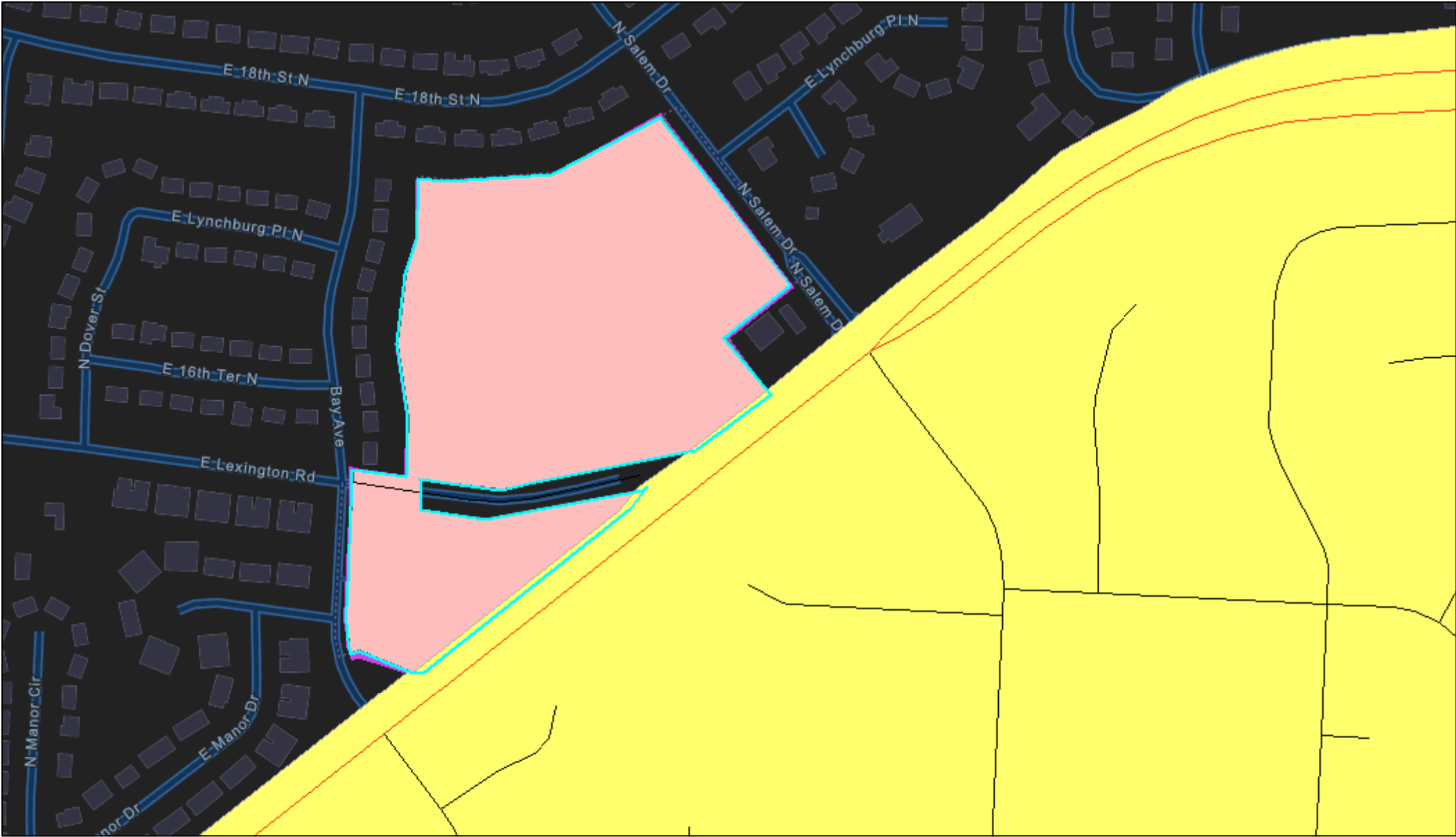
COPYRIGHT © 2022
1-25-22

REVISIONS
1-31-22
2-7-22

SHEET NO.
C200

JOB NO.
E21-314

Comprehensive Plan Map



11/7/2024, 9:08:15 AM

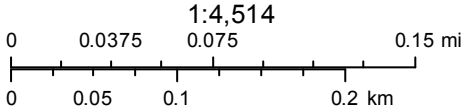
Streets

- Highway
- Local

Proposed Land Use (Comp Plan)

- Residential Neighborhoods
- Neighborhood Commercial

City Limits





Planning Commission Minutes

November 19, 2024 6:00 PM

City Hall, 111 E. Maple Avenue (Ground Floor), Council Chambers

CALL TO ORDER

A meeting of the Planning Commission was held at 6:00 PM on 11/19/2024, in the 111 E Maple Avenue City Council Chambers, Independence, MO 64050. The meeting was called to order.

ROLL CALL

Upon roll call, the following members were present - Laurie Dean Wiley, Eric Ashbaugh, Edward Nesbitt, Dan O'Neill, Virginia Ferguson, Jose Torres, Michael Young. Absent - .

CONSENT AGENDA

The Consent Agenda consists of routine items of business to be acted upon by the Planning Commission with little or no public discussion. The staff or committee recommendation for each item is included in the Planning Commission packet. Any item may be removed by a commissioner or staff member to become part of the regular agenda.

Commissioner Nesbitt requested to pull Case 24-320-08 from the Consent Agenda.

1. Planning Commission Minutes – October 29, 2024

Motion

Commissioner Dan O'Neill made a motion to approve the Consent Agenda. Commissioner Edward Nesbitt seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

2. Case 24-320-08 – Final Plat – McBee Acres – A request for Final Plat approval for McBee Acres generally located at the northwest corner of US 24 and Salem Drive.

In response to Commissioner Nesbitt's question, Gabe Glaser advised parking was addressed in the conditions.

Motion

Commissioner Eric Ashbaugh made a motion to approve the case. Commissioner Virginia Ferguson seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

PUBLIC HEARINGS

1. **Continued Case 24-125-05 Rezoning/PUD – 19300 E 37th Terrace** – A request by JC Weston Construction to rezone the property from C-2 (General Commercial) to R-30/PUD (High Density Residential/Planned Unit Development) and approving a preliminary development plan.

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 conditions of approval.

In response to Commissioner Nesbitt's question, Mr. Harker advised that there's a piece of City property between the right-of-way and the subject property. Commissioner Ashbaugh asked if the City maintains that piece of property between this development and the right-of-way. Mr. Arroyo stated he believes the City maintains the property and will continue to maintain the property.

Commissioner Nesbitt stated he would like to see electric vehicle charging stations required and questioned why we're allowing so few parking spots. Mr. Arroyo said electric vehicle charging stations are not required and there are challenges in requiring those with apartment buildings.

Mr. Arroyo stated the developer provided a plan that shows their anticipated parking needs and noted visitors wouldn't be able to park on the major streets around this development. Mr. Arroyo noted the parking ratio is 1.64 per unit.

Commissioner Nesbitt questioned why new apartments are being proposed when the Housing Study said the City no longer needs apartments. Mr. Arroyo stated the update to the Housing Study showed the City could use around 650 units before we reach saturation.

In response to Chairwoman Wiley's question, Mr. Arroyo stated they believe this development will be similar in height to the existing Pepperwood Apartments.

Applicant Comments

Clint Burkdoll, Olathe, KS, stated they're a local developer and said they would be willing to add some electric vehicle charging stations. He also noted they would be willing to mow the piece of City property. Mr. Burkdoll stated the site is steep and there are challenges with the topography, which is why it hasn't been developed yet.

Jason Osborne, Rosemann & Associates, 1526 Grand Blvd, Kansas City, said the garages will

hold standard trucks. Mr. Osborne said these would be market rate apartments and based their parking plan on existing developments.

In response to Commissioner Ashbaugh's question, Mr. Osborne stated they plan to have a valet trash service.

Public Comments

No public comments.

Commissioner Comments

Commissioner Nesbitt stated he would like a condition added that requires electric vehicle charging stations.

Motion

Commissioner Edward Nesbitt made a motion to approve the case, with conditions as outlined by staff and the added condition from Commissioner Nesbitt. Commissioner Dan O'Neill seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

2. **Continued Case 24-100-24 – Rezoning – 2131 S. Scott Avenue** – A request by Andrew Rocco Mazzella to rezone the property from R-12 (Two-Family Residential) to C-2 (General Commercial).

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.

In response to Commissioner O'Neill's question, Mr. Harker stated it's a cleaning business.

Applicant Comments

Erwin Gard, 1040 SW Luttrell, Blue Springs, stated he's representing the applicant. Mr. Gard stated he believes the business does not store cleaning chemicals, but sells the cleaning supplies.

In response to Chairwoman Wiley's question, Mr. Gard said they will improve the sidewalk, curb and gutter along Scott and 23rd Street and noted the gravel will be removed.

Public Comments

No public comments.

Motion

Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Michael Young seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

3. **Continued Case 24-100-25 – Rezoning – 2301 S. Crysler Avenue** – A request by the City to rezone the property from I-1 (Industrial) and R-6 (Single Family Residential) to R-6 (Single Family Residential).

Staff Presentation

Brian Harker presented updates for this case. He provided the Commission with a background on the use of the stadium. Mr. Harker stated in 2023, the Independence School District entered into a lease with the City and Van Horn High School baseball team started using the facility.

The Independence School District has invested funds to improve the property and seeks to enter into a Development Agreement with the City to continue use of the facility.

Public Comments

Beverly Lentz, 1208 W 24th St S, expressed concerns about environmental impact and the homeless population in that area.

Commissioner Comments

In response to Chairwoman Wiley's question, Mr. Harker confirmed this is a corrective rezoning so that both plots are zoned the same and will have the same address. Chairwoman Wiley thanked staff for answering all the questions that were presented at the last meeting.

Motion

Commissioner Eric Ashbaugh made a motion to approve the case. Commissioner Edward Nesbitt seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

4. **Case 24-100-26 – Rezoning – 17200 E. Medical Center Pkwy, 17203 & 17221 E. 23rd Street** – A request by the City to rezone the property from R-30/PUD (High Density Residential/Planned Unit Development) to C-2 (General Commercial).

Staff Presentation

Gabe Glaser presented the case. Mr. Glaser 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.

Public Comments

Natalie Sevy, 17208 E 23rd St, stated she owns a property across the street from the Independence Utilities Center. She stated if there is going to be a jail on this property, she is opposed to this change.

Mr. Glaser noted this is a rezoning request and is not related to a future use of this property.

Motion

Commissioner Dan O'Neill made a motion to approve the case. Commissioner Edward Nesbitt

seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

OTHER BUSINESS

1. Training provided by Lauber Law

Jeremy Lauber provided training to the Planning Commission.

ROUNDTABLE - NEXT MEETING DECEMBER 10, 2024

Staff noted we currently don't have any cases for the December 10, 2024 Planning Commission meeting and we anticipate canceling that meeting.

ADJOURNMENT

The meeting was adjourned at 8:38 p.m.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-130 **2R** An ordinance authorizing an amendment to the contract with the Missouri Department of Health and Senior Services to provide financial assistance for the Local Public Health Agency Accreditation Assistance Grant Program for one additional year for the period of December 1, 2023, through November 30, 2025; authorizing future change orders for additional funding and/or time extensions for the same project; and authorizing certain future appropriations. **2R**

Recommendations:

Staff recommend approval of this item.

Background:

Council approved the acceptance of the Local Public Health Agency Accreditation Assistance Grant in March 2024 that provided \$176,000 in funding from the Missouri Department of Health and Senior Services. The State has offered an extension of one year to ensure that all funds are expended, which will extend the program to November 30, 2025. The department still has approximately \$57,000 of accreditation grant funding remaining.

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

Department / Contact	Health /
---------------------------------	----------

REVIEWERS

Christina Heinen
Jeremy Cover
Meagan Borth
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. HD.Accreditation Grant Amendment 2024 Ordinance (1)
2. Accreditation Amendment_241127_141422

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH THE MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES TO PROVIDE FINANCIAL ASSISTANCE FOR THE LOCAL PUBLIC HEALTH AGENCY ACCREDITATION ASSISTANCE PROGRAM FOR ONE ADDITIONAL YEAR FOR THE PRIOR PERIOD OF DECEMBER 1, 2023 THROUGH NOVEMBER 30, 2025; AUTHORIZING FUTURE CHANGE ORDERS FOR ADDITIONAL FUNDING AND/OR TIME EXTENSIONS FOR THE SAME PROJECT; AND AUTHORIZING CERTAIN FUTURE APPROPRIATIONS.

WHEREAS, the City of Independence has been taking advantage of the grant programs from the Missouri Department of Health and Senior Services for the partial funding of the Independence Health and Animal Services Department; and,

WHEREAS, it has been determined by the Independence City Council that the application for such funds is the proper prerogative of the Council with acceptance of the contract for the period from December 1, 2023, through November 30, 2025; and,

WHEREAS, it has been determined by the Independence City Council to be in the best interest of the City to approve this Local Public Health Agency Accreditation Assistance Contract with the Missouri Department of Health and Senior Services;

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

SECTION 1. That the City Manager of the City of Independence, Missouri, is hereby authorized to accept an amendment to extend the length of time to the grant to November 30, 2025. No additional funding will be provided.

SECTION 2. That the City Manager is further authorized to approve future change orders, extensions, amendments or addendums to this grant without Council approval, for an extension of time for completing the terms of the grant or for the receipt of additional funding for this same grant project, provided there are no changes in the terms and/or conditions or responsibilities to the City and provided each and every such change order, extension, amendment or addendum is approved by the City Manager, does not add more than 90% to the length of time of the grant or more than 50% to the original funding, is identified as being authorized by this ordinance, and a copy is filed with the City Clerk.

SECTION 3. That the City Manager is hereby authorized to increase appropriations by the amount of any increased grant awards authorized by change order, extension, amendment or addendum for any increased funding under the terms of the previous section provided a copy of that action is also provided to the Finance Department.

SECTION 4. That appropriations in the 2024-2025 Grant Fund Health Department Operating Budget are hereby included the revenue anticipated from the remainder of the Contract for this Local Public Health Agency Accreditation Assistance Grant Program.

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: State Grant

Director of Finance
City of Independence, Missouri



MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES
PROGRAM SERVICES CONTRACT

This contract is entered into by and between the State of Missouri, Department of Health and Senior Services (Department/state agency) and the below named entity/individual (Contractor). The contract consists of the contract signature page, the scope of work; any attachments referenced and incorporated herein; the terms and conditions; and any written amendments made in accordance with the provisions contained herein. This contract expresses the complete agreement of the parties. By signing below, the Contractor and Department agree to all the terms and conditions set forth in this contract.

Tracking # 55279	Contract Title: LOCAL PUBLIC HEALTH AGENCY ACCREDITATION ASSISTANCE	
Contract Start: 12/1/2023	Contract End: 11/30/2025	Questions/Please Contact: PROCUREMENT UNIT @ (573)751-6471
Contract #: DH240055279		Amend #: 01

PLEASE VERIFY/COMPLETE - TYPE OR PRINT - SIGNATURE REQUIRED

NAME OF ENTITY/INDIVIDUAL (Contractor) CITY OF INDEPENDENCE HEALTH DEPARTMENT	
DOING BUSINESS AS (DBA) NAME	
MAILING ADDRESS 111 E MAPLE ST P O BOX 1019	
CITY, STATE, and ZIP CODE INDEPENDENCE MO 64051	
REMIT TO (PAYMENT) ADDRESS (if different from above)	
CITY, STATE, and ZIP CODE	
CONTACT PERSON	EMAIL ADDRESS
PHONE NUMBER	FAX NUMBER
TAXPAYER ID NUMBER (TIN) *****	UEI NUMBER U5W1BFU54PJ3
CONTRACTOR'S AUTHORIZED SIGNATURE	DATE
PRINTED NAME	TITLE
DEPARTMENT OF HEALTH AND SENIOR SERVICES DIRECTOR OF DIVISION OF ADMINISTRATION OR DESIGNEE SIGNATURE	DATE

AMENDMENT 01 TO CONTRACT DH240055279

CONTRACT TITLE: Local Public Health Agency Accreditation Assistance

CONTRACT PERIOD: December 1, 2023 through November 30, 2025

The Department of Health and Senior Services hereby extends the above referenced contract through November 30, 2025; therefore Section 1.1 is hereby deleted in its entirety and replaced with revised Section 1.1 as follows:

- 1.1 The contract amount shall not exceed 176,000.00 for the period of December 1, 2023 through November 30, 2025.

All other terms, conditions and provisions of the above referenced contract shall remain the same and apply hereto.

**CONTRACT FUNDING SOURCE(S)**

The Contract Funding Source(s) identifies the total amount of funding and federal funding source(s) expected to be used over the life of this contract. The CFDA number is the pass-through identification number for your Schedule of Expenditures of Federal Awards (SEFA), if one is required. You may reconcile your financial records to actual payment documents by going to the vendor services portal at <https://www.vendorservices.mo.gov/>. If the funding information is not available at the time the contract is issued, the Contractor will be notified in writing by the Department. Please retain this information with your official contract files for future reference.

Tracking #	55279	State: 0%	\$0.00	Federal: 100%	\$176,000.00
Contract Title:	LOCAL PUBLIC HEALTH AGENCY ACCREDITATION ASSISTANCE				
Contract Start:	12/1/2023	Contract End:	11/30/2025	Amend#: 01	Contract #: DH240055279
Vendor Name:	CITY OF INDEPENDENCE HEALTH DEPARTMENT				

CFDA: 93.967	Research and Development: N			
CFDA Name:	CDC'S COLLABORATION WITH ACADEMIA TO STRENGTHEN PUBLIC HEALTH			
Federal Agency:	DEPARTMENT OF HEALTH AND HUMAN SERVICES; CENTERS FOR DISEASE CONTROL AND PREVENTION			
Federal Award:	5NE11OE00072-02-00			
Federal Award Name:	STRENGTHENING U.S. PUBLIC HEALTH INFRASTRUCTURE, WORKFORCE, AND DATA SYSTEMS			
Federal Award Year:	2023	DHSS #: OE7201A2BP2	Federal Obligation:	\$176,000.00

* The Department will provide this information when it becomes available.

Project Description:

Funding will provide contracted funding support to the 115 local public health agencies (LPHAs) in the State of Missouri as they pursue public health accreditation or reaccreditation for their jurisdictions.



Missouri Department of Health and Senior Services

P.O. Box 570, Jefferson City, MO 65102-0570 Phone: 573-751-6400 FAX: 573-751-6010
RELAY MISSOURI for Hearing and Speech Impaired and Voice dial: 711



Paula F. Nickelson
Director

Michael L. Parson
Governor

Dear Contractor:

Enclosed is an agreement between your organization and the Department of Health and Senior Services that requires you to complete the following steps:

1. Review and sign the front page.
2. Return the agreement to:

Bureau of Procurement Services
Missouri Department of Health and Senior Services
P.O. Box 570
Jefferson City, MO 65102 OR
Email: Procurement@health.mo.gov

Also, please forward the enclosed Annual Subrecipient Information Form (ASIF) to the appropriate person within your organization. It explains the process for completion.

Once all signed copies have been returned to our office and the contract is signed by the department, a fully executed copy of the agreement will be returned to you. Please contact the Bureau of Procurement Services at (573) 751-6471 or via email at Procurement@health.mo.gov if you have any questions regarding this letter.

Enclosures

PROMOTING HEALTH AND SAFETY

The Missouri Department of Health and Senior Services' vision is optimal health and safety for all Missourians, in all communities, for life.



Missouri Department of Health and Senior Services

P.O. Box 570, Jefferson City, MO 65102-0570 | Phone: 573-751-6400 | FAX: 573-751-6010
RELAY MISSOURI for Hearing and Speech Impaired and Voice dial: 711



Paula F. Nickelson
Director

Michael L. Parson
Governor

The following information should be directed to your Administrator/Director, primary financial executive, Board President, or authorized representative with knowledge of administrative operations of your organization/entity.

The Missouri Department of Health and Senior Services (DHSS) requires subrecipient contractors/providers to complete the Annual Subrecipient Information Form (ASIF). **Keep in mind the form is completed only once per calendar year for each twelve digit Unique Entity ID (UEI) number.** One submission will cover all contracts with DHSS issued under that specific UEI.

If you have not already done so this calendar year, complete and submit the ASIF within 15 calendar days.

You will need a Unique Entity ID (UEI) prior to completing the ASIF if your organization doesn't have one already. Information on the UEI can be found at the link below.

- There is not a "Save" feature. Prolonged periods of inactivity may cause your form to expire and the information will not be submitted.
- **A notice will appear if the form is successfully submitted** and you will have the opportunity to download a copy. This is the only report you will be able to produce. DHSS can confirm submission, but will not be able to reproduce the report.
- To complete the ASIF or find more information to assist you (including how get a UEI), go to www.health.mo.gov/asif

For questions concerning the ASIF call 573.751.6471 or email ASIF@health.mo.gov.

12/29/2023

PROMOTING HEALTH AND SAFETY

The Missouri Department of Health and Senior Services' vision is optimal health and safety for all Missourians, in all communities, for life.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-001 **1R** An ordinance authorizing the City Manager to execute a Municipal Agreement with the Missouri Highways and Transportation Commission for the US 24 Highway Phase 3 Project from Wilson Road to Sterling Avenue as part of the US 24 Highway Phase 3 Project (Project No. 112212 / Federal Project No. JKU0226). **1R**

Recommendations:

Council approval is recommended.

Background:

This ordinance will enter the City into an agreement with the Missouri Highways and Transportation Commission, defining the rights and responsibilities of each party regarding the 24 Highway Complete Streets Phase 3 Project (No. 112212 / Federal Project No. JKU0226).

Emergency Justification:**Fiscal Impact:**

There is no fiscal impact to the City.

Council Action:

Department / Contact	Municipal Services /
---------------------------------	----------------------

REVIEWERS

Richard Kemple
Jeremy Cover
Nancy Cooper
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. MS.US 24 HWY PH.3 - Municipal Maintenance Agreement Ordinance
2. 24 Hwy - Phase 3 - JKU0226 Maintenance Agreement

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE A MUNICIPAL AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR THE US 24 HIGHWAY PHASE 3 PROJECT FROM WILSON ROAD TO STERLING AVENUE AS PART OF THE US 24 HIGHWAY PHASE 3 PROJECT (PROJECT NO. 112212 / FEDERAL PROJECT NO. JKU0226).

WHEREAS, the City Council of the City of Independence, Missouri, did approve Ordinance No. 19379 authorizing the City Manager to execute a Cost Share Agreement with the Missouri Highways and Transportation Commission on October 3, 2022;

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

SECTION 1. That the City Manager of the City of Independence, Missouri, is authorized to sign and execute for and on behalf of the City of Independence the Municipal Agreement with the Missouri Highways and Transportation Commission for US 24 Highway Phase 1 project (Project No. 112212 / Federal Project No. JKU0226); a copy of which is attached hereto, incorporated by reference thereto and made a part hereof as though fully set out herein.

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: Street Sales Tax Funds

Director of Finance and Administration
City of Independence, Missouri

CCO Form: DE11
Approved: 04/93 (CEH)
Revised: 03/24 (TLP)
Modified:

Municipal Agreement
Route: 24
County: Jackson
Job No.: JKU0226

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION MUNICIPAL AGREEMENT

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Independence, Missouri, a municipal corporation (hereinafter, "City").

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties agree as follows:

(1) IMPROVEMENT DESIGNATION: The public improvement designated as Route 24, Jackson County, Job No. JKU0226 shall consist of improving Route 24 between Wilson Road and Sterling Avenue to a five lane typical section with curb and gutter, relocate Huttig Avenue to align with Ash Avenue, open and enclosed storm sewers, raised concrete islands, traffic signal improvements, pedestrian improvements, and signing and pavement marking improvements.

(2) IMPROVEMENT WITHIN CITY: The improvement within the City is located as follows:

Beginning at Station 12+53.80, at the intersection of Wilson Road, run in a generally easterly direction along existing Route 24 to Station 42+77.42, a point about 500 feet west of the intersection at Sterling Ave. Length of improvement within city is 0.572 miles.

(3) EXTENT OF AGREEMENT: This Agreement shall apply only to the portion of the improvement lying within the city limits as they exist on the date this Agreement is executed by the City.

(4) LOCATION: The general location of the public improvement is shown on an attached sketch marked "Exhibit A" and made a part of this Agreement. The detailed location of the improvement is shown on the plans prepared by the Commission for the above-designated route and project.

(5) PURPOSE: It is the intent of this Agreement to outline the parties' responsibilities with respect to the construction and maintenance of those improvements to the State Highway System located within the City limits described in paragraphs (1) and (2) above and designated as Commission Job No. JKU0226.

(6) RIGHT-OF-WAY USE: The City grants the right to use the right-of-way of public roads, streets, alleys and any other property owned by the City as necessary for construction and maintenance of said public improvement.

(7) CLOSE AND VACATE: The City shall temporarily close and vacate all streets or roads, or parts thereof, which may be necessary to permit the construction of the project in accordance with the detailed plans.

(8) RIGHT-OF-WAY ACQUISITION:

(A) Upon approval of all agreements, plans and specifications by the Commission and the Federal Highway Administration (FHWA), the Commission will file copies of the plans with the city clerk of the City and the county clerk of the county and proceed to acquire at its expense, at no cost or expense to the City, any necessary right-of-way required for the construction of the improvement.

(9) UTILITY RELOCATION:

(A) The Commission and the City shall cooperate to secure the temporary or permanent removal, relocation, or adjustment of public utilities or private lines, poles, wires, conduits, and pipes located on the right-of-way of existing public ways as necessary for construction of the improvement and the cost shall be borne by such public utilities or the owners of the facilities except where the City is by existing franchise or agreement obligated to pay all or a portion of such cost, in which case the City will pay its obligated portion of the cost.

(B) The Commission shall secure the removal, relocation, or adjustment of any public or private utilities located upon private easements and shall pay any costs incurred therein based on the Cost Share Agreement.

(C) Should it be necessary to alter, relocate or adjust any city-owned utility facilities outside the present city limits on public right-of-way or on state highway right-of-way within or outside the city limits or within the right-of-way of a public way other than a city street or alley, the alteration, relocation, or adjustment shall be made by the City at its cost.

(D) The City agrees that any installation, removal, relocation, maintenance, or repair of public or private utilities involving work within highway right-of-way included in this project shall be done only in accordance with the general rules and regulations of the Commission and after a permit for the particular work has been obtained from the Commission's District Engineer or his authorized representative. Similarly, the City will allow no work on the highway right-of-way involving excavation or alteration in any manner of the highway as constructed, including but not limited to driveway connections, except in accordance with the rules and regulations of the Commission and only after a permit for the specific work has been obtained from the Commission's District

Engineer or his authorized representative. The City shall take whatever actions that are necessary to assure compliance with this Subsection.

(10) LIGHTING

(A) The Commission will, at its cost and expense, install, operate, and maintain basic highway intersection or interchange lighting at warranted locations on the improvement. The construction, installation, and maintenance of any other or further lighting system on the public improvement covered by this Agreement shall be only in accordance with the Commission's policy on highway lighting in effect, and to the extent deemed warranted by the Commission, at the time of any such installation. No lighting system shall be installed or maintained by the City on the improvement without approval of the Commission.

(B) The continuous lighting installed on Route 24 shall be at the City's cost. The City shall maintain, at the City's cost, all continuous lighting within the project limit. The lighting shall be maintained in accordance with the Missouri Department of Transportation's Engineering Policy Guide.

(C) The City may have the maintenance work required pursuant to this Agreement performed by either its own maintenance personnel or by contract with qualified individuals or companies approved by the Commission to provide a fully functional and dependable lighting system.

(D) The City shall respond to any emergency situation in which repair or maintenance of damage to the continuous lighting is required immediately to correct a dangerous condition or restore the safe, unobstructed flow of traffic on the improvement.

(E) In order to coordinate maintenance activities on the public improvement, the City shall notify the Commission either by telephone, telefax, or in writing, prior to performing maintenance work within Commission right of way. Such notification shall be made to the District's Traffic Engineer or a designated assistant, and shall include the location and nature of the work to be performed. Any maintenance activities done by the City which involves closing one or more of the through lanes of the improvement, affects the safety of the traveling public, or which will cause permanent changes to the configuration of the improvement, may require a permit from the Commission. The City will be informed of whether or not a permit is required at the time the City notifies Commission of the proposed maintenance activities. The City shall comply with any additional condition placed upon the issuance of the permit.

(F) The City shall be responsible for any utility locate request information for the continuous lighting installed pursuant to this Agreement concerning the cable(s) for the lighting system, including the pullbox(es) and conduit(s).

(11) TRAFFIC CONTROL DEVICES: The installation, operation and

maintenance of all traffic signals, pavement markings, signs, and devices on the improvement, including those between the highway and intersecting streets shall be under the exclusive jurisdiction and at the cost of the Commission. The City shall not install, operate, or maintain any traffic signals, signs or other traffic control devices on the highway or on streets and highways at any point where they intersect this highway without approval of the Commission.

(12) DRAINAGE: The Commission will construct drainage facilities along the improvement and may use any existing storm and surface water drainage facilities now in existence in the area. The City shall be responsible for receiving and disposing of storm and surface water discharged from those drainage facilities which the Commission constructs within the limits of highway right-of-way to the extent of the City's authority and control of the storm sewer facilities or natural drainage involved.

(13) PERMITS: The Commission shall secure any necessary approvals or permits from the Surface Transportation Board, the Public Service Commission of Missouri, or any other state or federal regulating authority required to permit the construction and maintenance of the highway.

(14) COMMENCEMENT OF WORK: After acquisition of the necessary right-of-way, the Commission shall construct the highway in accordance with final detailed plans approved by the Federal Highway Administration (or as they may be changed from time to time by the Commission with the approval of the FHWA) at such time as federal and state funds are allocated to the public improvement in an amount sufficient to pay for the federal and state government's proportionate share of construction and right-of-way costs. The obligation of the Commission toward the actual construction of the public improvement shall be dependent upon the completion of plans in time to obligate federal funds for such construction, upon approval of the plans by the FHWA, upon the award by the Commission of the contract for the construction, and upon the approval of the award by the FHWA.

(15) MAINTENANCE:

(A) Except as provided in this Agreement, upon completion of the improvement, the Commission will maintain all portions of the improvement within the Commission owned right-of-way. Maintenance by the Commission shall NOT include maintenance or repair of sidewalks, including snow removal on those sidewalks, water supply lines, sanitary or storm sewers (except those storm sewers constructed by the Commission to drain the highway), or city-owned utilities within the right-of-way.

(B) When it is necessary to revise or adjust city streets, the right-of-way acquired for these adjustments and connections will be deeded to the City.

(C) The City shall maintain and/or require by ordinance that others be responsible for maintenance of all sidewalks constructed or in place on Route 24. The sidewalks shall be fully operational, safe, Americans with Disabilities Act compliant. All

future alterations, modifications, or maintenance of the sidewalks will be the responsibility of the City. Maintenance by the City will include, but is not limited to, crack repair, patching holes, crosswalk striping, removing litter and debris, sweeping, pedestrian fencing, and removal of snow and ice (through methods approved by the Commission). All sidewalks pursuant to this Agreement shall be maintained in a condition reasonably safe for use by the general public at all times. If the City fails to maintain the sidewalks in a safe condition, the Commission may cancel this Agreement or the Commission may maintain the sidewalks at the City's cost and expense.

(16) ACCEPTED WITHIN HIGHWAY SYSTEM: Effective upon execution of this Agreement, the Commission temporarily accepts the portion of the City street system described in this Agreement as part of the State Highway System for the purposes of this project. However, during the construction period contemplated in this Agreement:

(A) The Commission will assume no police or traffic control functions not obligatory upon Commission immediately prior to the execution of this Agreement, and

(B) The City shall perform or cause to be performed normal maintenance on the project site.

(17) CITY TO MAINTAIN: Upon completion of construction of this improvement, the City shall accept control and maintenance of the improved City street that was temporarily accepted as part of the State Highway System for the purposes of this project pursuant to paragraph (16) above and shall thereafter keep, control, and maintain the same as, and for all purposes, a part of the City street system at its own cost and expense and at no cost and expense whatsoever to the Commission. All obligations of the Commission with respect to the City street system under this Agreement shall cease upon completion of the improvement.

(18) POLICE POWERS: It is the intent of the parties to this Agreement that the City shall retain its police powers with respect to the regulation of traffic upon the improvement contemplated. However, the City will enact, keep in force, and enforce only such ordinances relating to traffic movement and parking restrictions as may be approved by the Commission and as are not in conflict with any regulations for federal aid. The Commission shall not arbitrarily withhold approval of reasonable traffic regulations, signs, and markings which will permit the movement of traffic in accordance with accepted traffic regulation practices.

(19) RESTRICTION OF PARKING: Since the improvement is being designed and constructed to accommodate a maximum amount of traffic with a minimum amount of right-of-way, the City shall take whatever actions that are necessary to prevent parking upon the highway or any part of the area of the highway right-of-way within the limits of the improvement.

(20) OUTDOOR ADVERTISING: No billboards or other advertising signs or devices or vending or sale of merchandise will be permitted within the right-of-way limits

of the project and the City shall take whatever actions that are necessary to enforce this Section.

(21) WITHHOLDING OF FUNDS: In the event that the City fails, neglects, or refuses to enact, keep in force or enforce ordinances specified or enacts ordinances contrary to the provisions in this Agreement, or in any other manner fails, neglects or refuses to perform any of the obligations assumed by it under this Agreement, the Commission may, after serving written request upon the City for compliance and the City's failure to comply, withhold the expenditure of further funds for maintenance, improvement, construction, or reconstruction of the state highway system in the City.

(22) FEDERAL HIGHWAY ADMINISTRATION: This Agreement is entered into subject to approval by the Federal Highway Administration and is further subject to the availability of federal and state funds for this construction.

(23) INDEMNIFICATION: To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(24) INSUREANCE:

(A) The City is required or will require any contractor procured by the City to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$600,000 per claimant and \$4,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(B) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(25) AMENDMENTS: Any change in this Agreement, whether by modification

or supplementation, must be accomplished by a formal contract amendment approved and signed by representatives of the City and Commission, respectively, each of whom being duly authorized to execute the contract amendment on behalf of the City and Commission, respectively.

(26) COMMISSION REPRESENTATIVE: The Commission's Kansas City District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(27) CITY REPRESENTATIVE: The City's City Manager is designated as the City's representative for the purpose of administering the provisions of this Agreement. The City's representative may designate by written notice other persons having the authority to act on behalf of the City in furtherance of the performance of this Agreement.

(28) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

- (A) To the City:
City of Independence
Attn: City Manager
Independence City Hall
111 E. Maple Ave.
Independence, MO 64050
- (B) To the Commission:
Missouri Department of Transportation
Attn: District Engineer
600 NE Colbern Road
Lee's Summit, MO 64086

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

(29) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(30) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state

and federal laws and regulations relating to the performance of the contract.

(31) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(32) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the City.

(33) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(34) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City on _____(Date).

Executed by the Commission on _____(Date).

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

[INSERT CITY NAME HERE]

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

ATTEST:

Secretary to the Commission

By: _____

Title: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Commission Counsel

By: _____

Title: _____

Ordinance Number _____

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-002 **1R** An ordinance approving the petition to establish the Blue Ridge Crossing - East Community Improvement District, establishing the district, and making findings and authorizing actions related to establishment of the district. **1R**

Recommendations:

Staff recommends approval.

Background:

Petitioners representing more than fifty percent (50%) per capita of all owners of the district, and land owners within the District collectively owning more than 50% by assessed valuation have submitted a Petition to Establish the Blue Ridge Crossing - East Community Improvement District (the "Petition"), which encompasses property located generally along US Highway 40, south of Interstate 70, bounded by Larson Drive and a residential neighborhood on the East and Wal-Mart on the West.

The Petition requests the imposition of a 1% sales tax within the District. The sales tax revenues generated will supply revenue to finance the project-specific public improvements and public services detailed in the Petition.

The Petition meets the requirements laid out in the City's economic development incentives policy and is in compliance with the Missouri State Statutes.

The Petitioners seek to finance public improvements and services within the District, which are detailed in Exhibit D - Five Year Plan in the Petition. These include capital improvements within the District, which could include streetscape, energy efficient LED lighting for parking lot and exterior building security, public benches or other seating furniture, trash receptacles, marquees, awnings, canopies, walls, barriers, public parking lots and facilities, and public art in the District. Further, revenues will be used for public services within the District, including marketing of the District, the promotion of security services, snow removal, trash removal and sweeping, among others.

The Petitioners are not seeking a blight finding for the District.

The maximum length of time for the existence of the District is 20 years from the date upon which the ordinance creating the District is approved by the City. The statutory maximum length of time for the existence of a District under the CID Act is 27 years, unless extended in accordance with the CID Act.

Approval of the CID Petition and the District is conditioned upon the District entering into a cooperative agreement with the City, upon terms and conditions mutually acceptable to the

City and District, which provides for implementation of the District, the process for reimbursement of eligible District costs and expenses and other matters as mutually determined by the City and District. No payment or reimbursement of District costs and expenses shall occur, and no disbursement of District revenues shall occur until the cooperative agreement is approved and executed by the City and the District. Failure of the District to enter into such agreement within 6 months following the effective date of this Ordinance shall nullify and render void the approvals granted in this Ordinance upon such declaration by the City Council.

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact	Community Development /
---------------------------------	-------------------------

REVIEWERS

Tom Scannell
Nancy Cooper
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Ordinance - Creating Blue Ridge Crossing - East CID
2. Petition - Final as Filed

Bill No. _____

Ordinance No. _____

AN ORDINANCE APPROVING THE PETITION TO ESTABLISH THE BLUE RIDGE CROSSING - EAST COMMUNITY IMPROVEMENT DISTRICT, ESTABLISHING THE DISTRICT, AND MAKING FINDINGS AND AUTHORIZING ACTIONS RELATED TO ESTABLISHMENT OF THE DISTRICT.

WHEREAS, Sections 67.1401 to 67.1571 RSMo, as amended (the “**CID Act**”), authorize the governing body of any city, upon presentation of a proper petition requesting the formation and after a public hearing, to adopt an ordinance establishing a community improvement district; and

WHEREAS, the City of Independence, Missouri (the “**City**”) is a charter city and a political subdivision of the State of Missouri, duly created, organized and existing under and by virtue of the Constitution and laws of the State of Missouri;

WHEREAS, property owners within the proposed community improvement district have filed with the Independence City Clerk (the “**City Clerk**”) a petition to establish the community improvement district pursuant to the CID Act, entitled “Petition to Establish the Blue Ridge Crossing – East Community Improvement District” (the “**Petition**”);

WHEREAS, the City Clerk verified that the Petition substantially complies with the CID Act, submitted the verified Petition to the City Council and set a public hearing with all proper notice being given in accordance with the CID Act or other applicable law;

WHEREAS, none of the signatures of the signers of the Petition were withdrawn within seven days after the Petition was filed with the City Clerk;

WHEREAS, all the real property included in the Blue Ridge Crossing - East Community Improvement District (the “**District**”) is entirely located within the City of Independence;

WHEREAS, on January 6, 2025, the City Council held a public hearing at which all persons interested in the formation of the District were allowed an opportunity to speak; and

WHEREAS, the Petition being fully heard before the City Council, the City Council now desires to approve the Petition, establish the District and take other actions related to establishment of the District.

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

SECTION 1. All terms used in this Ordinance shall be construed as defined in the CID Act and the Petition.

SECTION 2. The City Clerk has verified that the Petition substantially complies with all submission requirements of the CID Act.

SECTION 3. The Petition, a copy of which is on file with the City Clerk, is hereby approved and the District is hereby established within the City as a political subdivision of the State of Missouri. The District includes the contiguous tracts of real estate as described in the Petition and shown on the map set forth in the Petition.

SECTION 4. As set forth in the Petition, the District shall be governed by a board of directors consisting of five (5) members who will be named by the Mayor as provided in the Petition and whose successors shall be appointed as provided in the Petition.

SECTION 5. The District's Board of Directors shall have authority to establish a sales tax within the District as set forth in the Petition and in conformance with the CID Act.

SECTION 6. The District shall have and possess without limitation such powers authorized under the CID Act and as set forth or otherwise limited in the Petition.

SECTION 7. The maximum length of time for existence of the District shall be twenty (20) years following the effective date of this Ordinance, which may be extended by the City pursuant to the CID Act, unless and until terminated earlier in accordance with the CID Act.

SECTION 8. The City Clerk is hereby directed to prepare and file with the Missouri Department of Economic Development (the "**Department**") and the State Auditor the report specified in subsection 6 of Section 67.1421 of the CID Act, substantially in the form provided by the Department.

SECTION 9. Approval of the Petition and the District by this Ordinance is conditioned upon the District entering into a cooperative agreement with the City, upon terms and conditions mutually acceptable to the City and District, which provides for implementation of the District, the process for reimbursement of eligible District costs and expenses and other matters as mutually determined by the City and District. No payment or reimbursement of District costs and expenses shall occur and no disbursement of District revenues shall occur until the cooperative agreement is approved and executed by the City and the District. Failure of the District to enter into such agreement within six (6) months following the effective date of this Ordinance shall nullify and render void the approvals granted in this Ordinance upon such declaration by the City Council.

SECTION 10. City staff, the City's special legal counsel, and other appropriate City officials are hereby authorized to take any and all actions as may be deemed necessary or convenient to carry out and comply with the intent of this Ordinance and to execute and deliver for and on behalf of the City all certificates, instruments, and agreements or other documents as may be necessary, desirable, convenient, or proper to perform all matters authorized herein.

SECTION 11. It is hereby declared to be the intention of the City Council that each and every part, section and subsection of this Ordinance shall be separate and severable from each

and every other part, section and subsection hereof and that the City Council intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part, section or subsection of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accord with the legislative intent.

SECTION 12. This ordinance shall be in full force and effect ten (10) days after the date of its passage and approval.

PASSED THIS ____ DAY OF _____ 2025, BY THE CITY COUNCIL
OF THE CITY OF INDEPENDENCE, MISSOURI.

Presiding Office 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

**PETITION TO ESTABLISH
THE
BLUE RIDGE CROSSING - EAST
COMMUNITY IMPROVEMENT DISTRICT
IN
INDEPENDENCE, MISSOURI**

INDEPENDENCE, JACKSON COUNTY, MISSOURI

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EXHIBITS

EXHIBIT A DISTRICT LEGAL DESCRIPTION

EXHIBIT B DISTRICT BOUNDARY MAP

EXHIBIT C PARCEL NUMBERS AND ASSESSED VALUES OF PROPERTY WITHIN
DISTRICT

EXHIBIT D FIVE YEAR PLAN'S ESTIMATE OF REVENUES AND COSTS OF
IMPROVEMENTS AND SERVICES

PETITION TO ESTABLISH THE BLUE RIDGE CROSSING - EAST COMMUNITY IMPROVEMENT DISTRICT

This petition ("Petition") is submitted in accordance with Section 67.1401, RSMo, through Section 67.1571, RSMo, as amended, otherwise known as the Missouri Community Improvement District Act ("Act"), by those persons and entities whose signatures appear below ("Petitioners"). The Petitioners request that the City Council ("City Council") of the City of Independence, Missouri, establish a community improvement district ("District") in the City of Independence, Jackson County, Missouri (the "City") in accordance with this Petition.

I. PETITIONERS

The Petitioners represent more than fifty percent (50%) per capita of all owners of the District Land and District Land owners collectively owning more than fifty percent (50%) by assessed value of the District Land.

II. DESCRIPTION OF THE DISTRICT

A. Legal Description

The District includes all of the real property ("District Land") legally described in Exhibit A ("District Legal Description") attached to this Petition.

B. Boundary Map

A map illustrating the general boundaries of the District is attached to this Petition as Exhibit B ("District Boundary Map").

C. Name of District

The name of the District shall be the Blue Ridge Crossing - East Community Improvement District.

D. Notice to Petitioners

The signatures of Petitioners signing this Petition may not be withdrawn later than seven days after this Petition is filed with the City Clerk.

III. FIVE YEAR PLAN

A. Purposes of the District

The District shall serve the following purposes (the "District Purposes"):

- (a) facilitating development within the District by providing, or causing to be provided, certain improvements and services (collectively, the "Eligible Services") described in Paragraph B of this Article for the benefit of the District;

- (b) financing allowed under the Act to finance: (1) the costs of the Eligible Services, (2) other costs incurred by the District to carry out the District Purposes, and (3) costs of financing, including but not limited to: (a) costs of issuance, (b) capitalized interest, and (c) debt service reserves;
- (c) imposing and collecting a sales tax authorized pursuant to this Petition and the Act.

B. Improvements and Services

The Eligible Services shall include, but are not necessarily limited to, the following:

1. Capital Improvements and Maintenance

The District may construct, reconstruct, install, repair, maintain, and equip (or cause such services to be undertaken) capital improvements within the District including, but not limited to: streetscape, energy efficient LED lighting for parking lot and exterior building security, public benches or other seating furniture, trash receptacles, marquees, awnings, canopies, walls, barriers, public parking lots and facilities, public art, and any other useful, necessary or desired improvement authorized under the Act.

2. Administration and Operations

The District may provide and/or contract for managerial, engineering, legal, technical, clerical, accounting, financial consulting, and other assistance deemed necessary or desirable by the District to meet the District Purposes, including, but not necessarily limited to, the following:

- (a) financing the costs of creating and operating the District;
- (b) managing the District's budget and personnel;
- (c) maintaining insurance for the District;
- (d) contracting for legal counsel on matters pertaining to the District;
- (e) imposing and collecting a sales tax as authorized pursuant to this Petition and the Act; and
- (f) obtaining funds to pay for the costs incurred to meet the District Purposes;

3. Maintenance

The District may provide cleaning and maintenance services to public and private property within the District to improve the appearance and image of the District. Such services may include, but are not necessarily limited to:

- (a) providing litter removal and cleaning of common areas, trash containers, alley ways, streets, and sidewalks within the District;
- (b) providing for the provision of security personnel, equipment, or facilities for the protection of property and persons;
- (c) providing landscaping care, maintenance, weed abatement, and providing and/or replacing landscaping;
- (d) providing cleaning, maintenance, and other services to public and private property;
- (e) providing graffiti removal; and
- (f) providing other beautification efforts designed to improve the District's appeal and encourage private investment within the District.

4. Additional Improvements and Services

The District shall be authorized to provide for any and all desired services and improvements and shall have all rights needed to provide those desired services and improvements, up to and including any desired service and improvement right not specifically limited, or prohibited, by this Petition or the Act.

C. Estimate of Revenues and Costs of Improvements and Services

The commencement of the Eligible Services and the levy and collection of the Sales Tax are anticipated to occur within the first year of the District's existence. The Five-Year Plan's estimate of revenues from the collection of the Sales Tax, and estimated costs related to the provision of the Eligible Services are shown on Exhibit D attached to this Petition. The anticipated term of the Sales Tax shall be 27 years, unless terminated earlier.

IV. GOVERNANCE OF THE DISTRICT

A. Type of District

The District shall be a separate political subdivision and shall have all of the powers granted to and/or exercisable by a community improvement district according to the Act, except as limited by this Petition. The District shall comply with all state statutory requirements of a political subdivision including, but not limited to: (1) State of Missouri open meeting and records law; (2) procurement and public improvement contracting laws, including prevailing wage requirements; and (3) annual unaudited financial statements.

B. Board of Directors

1. Number

The District shall initially be governed by a Board of Directors ("Board") consisting of five (5) members.

2. Qualifications

The Initial Directors of the Board shall be comprised of those individuals listed in Paragraph 3 of this Article. Successor directors ("Successor Directors") shall be appointed in accordance with Paragraph 5 of this Article. Each Initial Director and Successor Director shall meet the following requirements:

- (a) be at least 18 years of age;
- (b) be a Missouri resident for at least one year prior to taking office and as long as required by the Missouri Constitution or by state statute;
- (c) be either an owner of real property ("Owner") within the District, or such Owner's representative, or an owner of a business ("Operator") operating within the District, or such Operator's representative;
- (d) except for the Initial Directors named in this Petition, be nominated according to a slate submitted by the Board to the Mayor of the City and the City Council according to the nominating procedures set out below; and
- (e) At least one director must be someone who (1) resides within the City. (2) is qualified to vote. (3) has no financial interest in any real property or business in the District, and (4) is not a relative to an owner of real property or a business within the District.

3. Initial Directors

In accordance with Section 67.1451.6, RSMo of the Act, the Initial Directors to serve on the Board, and their respective terms, will be:

NAME	TERM (in years)
BJ Craig	4
Jamie Belew	4
Janae Nauser	4
Tracy Ryan-Hoover	2
Tom Lesnak (Independent)	2

4. Terms

Each Initial Director named above shall serve for the term set forth opposite his/her name or until his/her successor is appointed in accordance with this Petition. Each Successor Director shall serve a four-year term or until his/her successor is appointed in accordance with this Petition. If, for any reason, a

director is not able to serve his/her full term, the remaining directors shall elect an interim director to fill the vacancy of the unexpired term.

Notwithstanding anything to the contrary, any Initial Director's or Successor Director's (collectively, "Director") failure to continually meet the qualification requirements set forth in Paragraph 2 of this Article, either in a Director's individual capacity or in a Director's representative capacity, shall constitute cause for the Board to take appropriate action to remove said Director.

5. Slate

The Board shall select the slate of nominated individuals as follows:

- (a) Individuals meeting the qualifications set out in this Petition for Successor Directors must be nominated by at least two sitting Directors; and
- (b) The Directors shall then vote for a slate of nominees who shall consist of a number sufficient to fill all of the expiring terms and/or additional terms, as applicable, and the Board shall submit the approved slate to the City Clerk.

6. Successor Directors

Successor Directors shall be appointed by the Mayor of the City with the consent of the City Council by resolution, and the slate submitted by the Board to the City Clerk shall serve as recommendations for such appointments. Such appointment shall be at the discretion of the Mayor, subject to each and every qualification stated in this Petition.

7. Termination

Any Director may be removed for cause by a two-thirds affirmative vote of the Board. Written notice of the proposed removal shall be given to all Directors prior to action thereon.

8. Compensation

No Director shall receive compensation for performing their official duties as a member of the Board, except that the District may reimburse Directors for reasonable and actual expenses incurred in the performance of their official duties as may be permitted in the Act.

V. ASSESSED VALUE

The total assessed value of all of the real property within the District is \$2,987,904.

VI. BLIGHT DETERMINATION

The petitioners are not seeking a determination that the District Land is a blighted area.

VII. LIFE OF DISTRICT

The life of the District shall be for a period of twenty (20) years following the effective date of the Ordinance establishing the District unless and until terminated earlier in accordance with Section 67.1481 of the Act.

VIII. REAL PROPERTY TAXES AND BUSINESS LICENSE TAXES

The District is not authorized to levy a real property tax or a business license tax.

IX. SPECIAL ASSESSMENTS

The District is not authorized to levy a special assessment.

X. SALES TAX

The District may by resolution of the Board, and in accordance with the Act, impose a District-wide sales tax not to exceed one percent (1.0%) upon all eligible retail sales within the District.

XI. LIMITATIONS ON BORROWING CAPACITY, REVENUE GENERATION AND DISTRICT POWERS

There shall be no limitations on the District's borrowing capacity, revenue generation, or powers.

XII. REQUEST TO ESTABLISH DISTRICT

By execution and submission of this Petition, the Petitioners request that the City Council establish the District as set out in this Petition.

XIII. SEVERABILITY

If any provision of this Petition shall be held or determined to be invalid, inoperative or unenforceable as applied in any particular case, or in all cases, because it conflicts with any other provision or provisions of this Petition or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision contained in this Petition invalid, inoperative or unenforceable to any extent whatsoever.

EXHIBIT A

LEGAL DESCRIPTION OF DISTRICT

BLUE RIDGE RETAIL-06 LLC

Parcel 33-330-11-12-00-0-00-000

BLUE RIDGE CROSSING LOTS 7A AND 7B---PT LOT 7B DAF: BEG SE COR LOT 7B TH SWLY ALG CURV RI RAD 26' ARC DIST 14.82' TH N 87 DEG 16 MIN 42 SEC W 144' MOL TH NWLY 178' MOL TH N 25 DEG 14 MIN 07 SEC E 78'; MOL TH N 30 DEG 47 MIN 03 SEC E 77.08' TH N 41 DEG 11 MIN 31 SEC E 56.32' TH SELY ALG CURV RI RAD 905.37' ARC DIST 130.3' TH N 49 DEG 26 MIN 28 SEC E 10' TH SELY ALG CURV RI RAD 915.37' ARC DIST; 201.76' TO POB

BLUE RIDGE RETAIL-06 LLC

Parcel 33-330-11-15-00-0-00-000

BLUE RIDGE CROSSING LOTS 7A AND 7B---PT LOT 7A DAF: BEG NW COR LOT 7A TH S 66 DEG 50 MIN 33 SEC E 82.4' TH SELY ALG CURV RI RAD 905.37' ARC DIST 24.43' TH S 41 DEG 11 MIN 31 SEC W 56.32' TH S 30 DEG 47; MIN 03 SEC W 77.08' TH S 25 DEG 14 MIN 07 SEC W 78' MOL TH NWLY 58' MOL TH N 25 DEG 14 MIN 07 SEC E 31' TH NWLY ALG CURV RI RAD 38' ARC DIST 63.04' TH N 30 DEG 17 MIN 31 SEC E 142.77' TO POB

BLUE RIDGE RETAIL-06 LLC: Parcel 33-330-11-05-00-0-00-000

BLUE RIDGE CROSSING---PT TRACT A DAF: BEG AT SE COR SD TRACT TH NLY ALG CURV LF RAD 915.37' DIST 3' TO TRU POB TH CONT ALG SD CURV LF RAD 915.37' DIST 89' TH SWLY ALG CURV TO RI RAD 26' DIST 14.82'; TH N 87 DEG 16 MIN 22 SEC W 144' MOL TH SELY 213' MOL TO TRU POB (PART OF TRACT A IN INDEPENDENCE)

BURLINGTON EAST LLC: Parcel 33-330-10-30-00-0-00-000

BLUE RIDGE CROSSING EAST---LOT 1

CINEMA EAST LLC: Parcel 33-330-10-32-00-0-00-000

BLUE RIDGE CROSSING EAST---LOT 2

A&M FAMILY LLC: Parcel 33-330-10-31-00-0-00-000

BLUE RIDGE CROSSING EAST---LOT 3

SERENITY JIA LLC: Parcel 33-330-11-10-00-0-00-000

BLUE RIDGE CROSSING---LOT 6

Included within the District is the right-of-way of U.S. 40 Highway beginning to the west at the I-70 interchange and continuing east to Blue Ridge Boulevard, as shown on the District Boundary Map.

EXHIBIT B
MAP OF DISTRICT



EXHIBIT C

PARCEL NUMBERS AND ASSESSED VALUES OF PROPERTY WITHIN DISTRICT

See Attached

Map #	Property Owner	2023 AV
1	Serenity JIA LLC 110 N Carpenter St Chicago IL 60607	\$561,216.00
2	Blue Ridge Retail-06 LLC 470 NW Legacy Dr. KC MO 64155	\$218,016.00
3	Blue Ridge Retail-06 LLC 470 NW Legacy Dr. KC MO 64155	\$640,000.00
4	Blue Ridge Retail-06 LLC 470 NW Legacy Dr. KC MO 64155	\$13,440.00
5	Burlington East LLC 470 NW Legacy Dr. KC MO 64155	\$1,856,000.00
6	A & M Family LLC 202 E US Highway 40 Bates City MO 64011	\$57,856.00
7	Cinema East LLC 470 NW Legacy Dr. KC MO 64155	\$108,992.00
Total AV		\$3,455,520
Needed AV		\$1,727,761
Total PO		5
Needed PO		3

EXHIBIT D

FIVE-YEAR PLAN
ESTIMATED COSTS OF IMPROVEMENTS AND SERVICES*

- I. **General.** The District will be established to fund those items set forth below in the CID Project Budget, and also fund the initial start-up costs and ongoing operating costs of the District.
- II. **District Purposes.** The purposes of the District are to:
- (1) Provide or cause to be provided for the benefit of the District, certain improvements more specifically described in this Petition;
 - (2) Fund the costs, expenditures, and undertakings of the District;
 - (3) To levy and collect the Sales Tax in order to provide a source of payment for the District Projects; and
 - (4) Such other purposes and activities authorized by the Act and allowed by the Petition.
- III. **Estimated Initial Five-Year Budget.** The estimated revenue from the Sales Tax and expenditures are as follows for the initial five years of the District:

Notes:

- A The sales tax may only be levied after an approved board resolution and sales tax election in accordance with the CID Act. The sales tax is estimated to become effective July 1, 2025, subject to qualified voter approval in a mail-in ballot election. Any sales tax approved by qualified voters will not become effective until the first day of the second quarter following the approval of such tax.
- B For the first year, this includes all legal costs associated with the formation of the District, drafting, filing and prosecuting this Petition, the negotiation of any and all agreements between the District and the City, and engineering, insurance and accounting fees.
- * To the extent the actual revenue and costs of improvements vary from this five-year plan and CID Project Budget, the District's budget will be modified by the Board on an annual basis.

	Year 1	Year 2	Year 3	Year 4	Year 5
Estimated Sales Tax Revenue (1%)	\$190,000	\$193,800	\$197,676	\$201,629.52	\$205,662.11
Maintenance Wages	\$10,000	\$10,200	\$10,404	\$10,612.08	\$10,824.32
Management Fee	\$10,000	\$10,200	\$10,404	\$10,612.08	\$10,824.32
Legal Fees	\$20,000	\$5,000	\$5,000	\$5,000	\$5,000
Accounting	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500
Liability Insurance	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200
Electricity- CAM	\$3,000	\$3,060	\$3,121.20	\$3,183.62	\$3,247.30
Water Sewer- CAM	\$3,000	\$3,060	\$3,121.20	\$3,183.62	\$3,247.30
LED Lighting Upgrades	\$10,000	\$5,000	-	-	-
JCAM Security	\$55,000	\$56,100	\$57,222	\$58,366.44	\$59,533.77
JCAM Landscape	\$15,000	\$20,000	\$20,400	\$20,808	\$21,224.16
JCAM Snow Removal	\$5,000	\$5,100	\$5,202	\$5,306.04	\$5,412.16
JCAM Maint-Trash Removal	\$10,000	\$10,200	\$10,404	\$10,612.08	\$10,824.32
JCAM Maint- Signs/Entrance	\$15,000	\$15,300	\$15,606	\$15,918.12	\$16,236.48
JCAM- Sweeping	\$5,000	\$5,100	\$5,202	\$5,306.04	\$5,412.16
JCAM Rep-Drivelanes/Sdwlk	\$15,000	\$15,300	\$15,606	\$15,918.12	\$16,236.48
JCAM Maint- Misc.	\$5,000	\$5,100	\$5,202	\$5,306.04	\$5,412
Umbrella Insurance Policy	\$200	\$200	\$200	\$200	\$200
Total Operating Expense	\$184,900	\$172,620	\$170,794.40	\$174,032.29	\$177,334.93

CLERK'S RECEIPT OF PETITION

This Petition was filed in the office of the City Clerk of the City of Independence, Missouri
on the ____ day of _____, 2024.

City Clerk

[SEAL]

EXECUTION PAGE FOR PETITION FOR THE CREATION OF THE
BLUE RIDGE CROSSING - EAST INDEPENDENCE COMMUNITY IMPROVEMENT DISTRICT

Name of owner: Blue Ridge Retail - 06, LLC

DBA (if any): _____

Property Addresses: (1) 11825 E US 40 Hwy Independence MO 64133; (2) 11815 E US 40 Hwy Independence MO 64133; (3) 4238 S Blue Ridge Blvd Independence MO 64133

Owner's telephone number: 816-353-1390 x201

Owner's mailing address: 470 NW Legacy Dr, Kansas City MO 64155

IF SIGNER IS DIFFERENT FROM OWNER:

Name of signer: Patrick T. Hayes

State basis of legal authority to sign: President of IAS Partners, Ltd., Member

Signer's telephone number: 816-353-1390 x201

Signer's mailing address: 470 NW Legacy Dr, Kansas City, MO 64155

If owner is an individual:	Single	Married
If owner is not an individual	Corporation	General Partnership
state what type of entity:	Limited Liability Company	Limited Partnership
	Urban Redevelopment Corp	Trust
	Nonprofit Corporation	Other: _____

Map and parcel numbers: 1. 33-330-11-12-00-0-00-000 (MAP #3); 2. 33-330-11-15-00-0-00-000 (MAP #2)
3. 33-330-11-05-00-0-00-000 (MAP #4)
Assessed Values: 1. \$640,000.00; 2. \$218,016.00; 3. \$13,440.00
TOTAL: \$871,456.00

By executing petition, undersigned represents and warrants he/she/they is/are authorized to execute petition on behalf of property owner named immediately above. Signatures of the signers of this petition may not be withdrawn from petition later than seven (7) days after filing hereof with the city clerk.

Date: 10-17-2024

Signature: *Patrick T. Hayes*
Name: Patrick T. Hayes
Title: President of IAS Partners, Ltd., Member

STATE OF MISSOURI)
COUNTY OF CLAY) ss.

Be it remembered, that on this 17 day of October 2024, before me, a Notary Public in and for the County and State aforesaid, came Patrick T. Hayes, the Pres. of IAS Partners, Ltd., of Blue Ridge Retail - 06, LLC, a Missouri limited liability company ("Company"), who executed the within instrument on behalf of Company and he/she/they duly acknowledged the execution of the same to be the act and deed of Company.

In witness whereof, I have hereunto set my hand and affixed my seal, the day and year last above written.

My Commission Expires: 12-16-27

(34553 / 72627; 1031947.)



Jamie Belew
NOTARY PUBLIC
COMMUNITY IMPROVEMENT DISTRICT

EXECUTION PAGE FOR PETITION FOR THE CREATION OF THE
BLUE RIDGE CROSSING - EAST INDEPENDENCE COMMUNITY IMPROVEMENT DISTRICT

Name of owner: Burlington East, LLC
DBA (if any): _____
Property Address: 11910 E. US 40 Hwy, Independence MO 64055
Owner's telephone number: 816-353-1390 x 201
Owner's mailing address: 470 NW Legacy Dr, Kansas City MO 64155
IF SIGNER IS DIFFERENT FROM OWNER:
Name of signer: Patrick T. Hayes
State basis of legal authority to sign: Member
Signer's telephone number: 816-353-1390 x 201
Signer's mailing address: 470 NW Legacy Dr, Kansas City, MO 64155

If owner is an individual:	Single	Married
If owner is not an individual	Corporation	General Partnership
state what type of entity:	<u>Limited Liability Company</u>	Limited Partnership
	Urban Redevelopment Corp	Trust
	Nonprofit Corporation	Other: _____

Map and parcel number: 33-330-10-30-00-0-00-000 (MAP #5)
Assessed Value: \$1,856,000.00

By executing petition, undersigned represents and warrants he/she/they is/are authorized to execute petition on behalf of property owner named immediately above. Signatures of the signers of this petition may not be withdrawn from petition later than seven (7) days after filing herof with the city clerk.

Date: 10-17-2024

Signature: [Signature]
Name: Patrick T. Hayes
Title: Member

STATE OF MISSOURI)
COUNTY OF CLAY) ss.

Be it remembered, that on this 17 day of October 2024, before me, a Notary Public in and for the County and State aforesaid, came Patrick T. Hayes, the Member of Burlington East, LLC, a Missouri limited liability company ("Company"), who executed the within instrument on behalf of Company and he/she/they acknowledged the execution of the same to be the act and deed of Company.

In witness whereof, I have hereunto set my hand and affixed my seal, the day and year last above written.

[Signature]
NOTARY PUBLIC

My Commission Expires: 12-16-2027

(34553 / 72627; 1031947.)



COMMUNITY IMPROVEMENT DISTRICT

EXECUTION PAGE FOR PETITION FOR THE CREATION OF THE
BLUE RIDGE CROSSING - EAST INDEPENDENCE COMMUNITY IMPROVEMENT DISTRICT

Name of owner: A&M Family LLC

DBA (if any):

Property Address: no address assigned

Owner's telephone number:

Owner's mailing address: 202 E US Highway 40, Bates City MO 64011

IF SIGNER IS DIFFERENT FROM OWNER:

Name of signer:

State basis of legal authority to sign: managing member

Signer's telephone number: 816 786 4848

Signer's mailing address: 202 E US Highway 40 Bates City MO 64011

If owner is an individual:

Single

Married

If owner is not an individual

Corporation

General Partnership

state what type of entity:

Limited Liability Company

Limited Partnership

Urban Redevelopment Corp.

Trust

Nonprofit Corporation

Other:

Map and parcel number:

33-330-10-31-00-0-00-000 (MAP #6)

Assessed Value:

\$57,856.00

By executing petition, undersigned represents and warrants he/she/they is/are authorized to execute petition on behalf of property owner named immediately above. Signatures of the signers of this petition may not be withdrawn from petition later than seven (7) days after filing hereof with the clerk of court.

Date: 11/2/24

Signature:

Name:

Title: managing member

STATE OF

COUNTY OF

) ss.

Be it remembered, that on this 7 day of November, 2024, before me, a Notary Public in and for the County and State aforesaid, came Abdul Qudus, the Owner of A&M Family LLC, a Missouri limited liability company ("Company"), who executed the within instrument on behalf of Company and he/she/they acknowledged the execution of the same to be the act and deed of Company.

In witness whereof, I have hereunto set my hand and affixed my seal, the day and year last above written.

My Commission Expires:

March 8 2026

(34553 / 72627; 1031947.)

Ashley Nicholle Schwemmer
NOTARY PUBLIC
Ashley Nicholle Schwemmer
NOTARY PUBLIC, NOTARY SEAL
STATE OF MISSOURI
Jackson County
COMMISSION # 22571642
My Commission Expires: March 8, 2026 IMPROVEMENT DISTRICT

EXECUTION PAGE FOR PETITION FOR THE CREATION OF THE
BLUE RIDGE CROSSING – EAST INDEPENDENCE COMMUNITY IMPROVEMENT DISTRICT

Name of owner: Cinema East, LLC
DBA (if any): _____
Property Address: 11916 E. US 40 Hwy, Independence MO 64055
Owner's telephone number: 816-353-1390 x 201
Owner's mailing address: 470 NW Legacy Dr, Kansas City MO 64155
IF SIGNER IS DIFFERENT FROM OWNER:
Name of signer: Patrick T. Hayes
State basis of legal authority to sign: Member
Signer's telephone number: 816-353-1390 x 201
Signer's mailing address: 470 NW Legacy Dr, Kansas City, MO 64155

If owner is an individual:	Single	Married
If owner is not an individual	Corporation	General Partnership
state what type of entity:	<u>Limited Liability Company</u>	Limited Partnership
	Urban Redevelopment Corp	Trust
	Nonprofit Corporation	Other: _____

Map and parcel number: 33-330-10-32-00-0-00-000 (MAP #7)
Assessed Value: \$108,992.00

By executing petition, undersigned represents and warrants he/she/they is/are authorized to execute petition on behalf of property owner named immediately above. Signatures of the signers of this petition may not be withdrawn from petition later than seven (7) days after filing herof with the city clerk.

Date: 10-17-2024

Signature: [Signature]
Name: Patrick T. Hayes
Title: Member

STATE OF MISSOURI)
) ss.
COUNTY OF CLAY)

Be it remembered, that on this 17 day of October, 2024, before me, a Notary Public in and for the County and State aforesaid, came Patrick T. Hayes, the Member of Cinema East, LLC, a Missouri limited liability company ("Company"), who executed the within instrument on behalf of Company and he/she/they acknowledged the execution of the same to be the act and deed of Company.

In witness whereof, I have hereunto set my hand and affixed my seal, the day and year last above written.

My Commission Expires: 12-16-27

(34553 / 72627; 1031947.)



[Signature]
NOTARY PUBLIC

COMMUNITY IMPROVEMENT DISTRICT

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-003 **1R** An ordinance Repealing Ordinance No. 19521 Regarding Surplus Property **1R**

Recommendations:

Staff recommends approval.

Background:

On January 16, 2024, the City Council approved Ordinance No. 19521, declaring the parcels which comprise Crysler Stadium to be surplus property and authorizing the City Manager to dispose of the property in accordance with Chapter 20 of the City Code, which governs surplus property. Since that time, it has been determined that in order to preserve Crysler Stadium as an asset for the community, the best course of action is to transfer the property to the Independence School District pursuant to a Development Agreement, which the Council is expected to consider at the City Council meeting on January 21. Repealing Ordinance No. 19521 will remove the surplus property designation from the property and allow it to be disposed of in a different manner.

Emergency Justification:**Fiscal Impact:**

None

Council Action:

**Department /
Contact**

Legal /

REVIEWERS

Meagan Borth
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Surplus Ord

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE REPEALING ORDINANCE NO. 19521
REGARDING SURPLUS PROPERTY

WHEREAS, on January 16, 2024, the City Council approved Ordinance No. 19521, declaring certain City-owned real estate to be surplus property and authorizing the City Manager to dispose of said property in accordance with Chapter 20 of the City Code; and

WHEREAS, the City Council has now determined that said property should be disposed of in a different manner.

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

SECTION 1. Ordinance No. 19521, which declared the following tracts of real estate to be surplus property and authorizing the disposition thereof, is hereby repealed.

23-01 – SEC 10 TWP 49 RNG 32; BEG AT CEN SEC TH S 450' THE 796.5' TO RR TH N W1 RR TO PT; E OF BEG TH W 65' TO POB – Parcel #26-440-06-01-00-0-00-000 – COMMONLY KNOWN AS 2301 S CRYSLER AVE, INDEPENDENCE, MO 64055

23-02 – RNG-32 TWP-49 SEC-10; BEG 422.5' S AND 583.92' E OF NW COR SE 1/4 TH E 205' TH SE; 550' MOL TH W 400' MOL TH N TO POB (PARK) – Parcel #26-440-06-57-00-0-00-000 – NO ADDRESS ASSIGNED BY CITY

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

PASSED THIS _____ DAY OF _____, 2025, 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:

25-004 **1R** An ordinance amending Chapter 5, Article 11 Landlord Tenant Code, and Article 15 Rental Ready of the City Code. **1R**

Recommendations:

Staff recommends approval.

Background:

In 1989 the City adopted Article 11 of Chapter 4 Landlord Tenant Code outlining basic landlord and tenant requirements. Minor amendments occurred in the 1990s however, there have been no other amendments since.

In September 2016, the City Council adopted a new program called “Rental Ready” which established an interior rental dwelling unit inspection program, which began on June 1, 2017. This program applies to all rental dwelling units in the city and requires all rental properties to be licensed and pass a basic health and safety inspection every two years. In 2017, there were two (2) amendments changing several of the inspection items; however, these changes left the total number of inspection items at nine (9).

Earlier this year, City staff began reviewing 2024 I-Series Codes for adoption to replace the 2018 I-Series Codes. As part of this review, staff reviewed the rental ready inspection items for congruity with these codes as well as researched best practices on rental inspections from other communities across the United States. The City’s Landlord Tenant Code is integral to protecting the public health, safety and general welfare of residents in rental dwellings, so this was also reviewed and updated.

The proposed changes are outlined below:

Rental Ready – Chapter 4, Article 15 Changes.

1. **Sec. 4.15.004 – Utility Service.** This amendment would add the requirement that a landlord of a rental dwelling is required to have a valid business license before utility service would be provided to that rental dwelling. This is proposed to be effective January 1, 2026 to allow staff to reconfigure CityWorks.
2. **Sec. 4.15.004 – LLC Registration.** In addition, if the landlord operates as a Limited Liability Corporation (LLC), said business will be required to file with the City a valid LLC registration in accordance with RSMo 347.048 prior to a customer seeking utility service to a rental dwelling. This LLC registration lists the name and street address of at least one natural person who has management control and responsibility for the property owned, leased or rented by the LLC.

3. **Sec. 4.15.006 – Inspectors Maintain Inspection Records.** This amendment requires the Rental Ready inspectors to maintain the inspection records for 4 years and requires the inspector to provide those records to the City as requested.
4. **Sec. 4.15.006 – Inspection Timing.** This amendment specifies that the inspection occurs at 2 years or upon change of tenant, whichever occurs later. In no case shall a rental dwelling unit exceed 4 years between inspections.
5. **Sec. 4.15.007 – Rental Dwelling Inspections Items.**
 1. Electrical: clarifies the current requirement as it only focuses exposed wires. The proposed requirement requires a properly maintained electrical system, which shall be in a safe working condition and capable of performing its intended function. Electrical panels, switches, outlets and components shall have a cover per the manufacturer's direction, or as directed by the currently adopted National Electrical Code.
 2. Smoke Detectors: clarifies the current requirements to state that each rental dwelling unit shall have an operable smoke detection system and alarm. Smoke detectors shall be installed in locations mentioned in the adopted building code, or as close as possible given the conditions in the unit.
 3. Handrails: updates the Code referenced in the requirement and adds the requirement that stairs are secure and function as intended.
 4. Street Address: updates the Code referenced in the requirement.
 5. Sanitary Sewer: updates the requirements to state all such plumbing fixtures shall be maintained in a sanitary and good working condition and shall be properly connected to the public sewer system or to an approved private system if the public system is not available.
 6. Plumbing: this is a new requirement that requires all kitchen sinks, lavatories, bathtubs and showers shall be supplied with hot and cold running water and shall be otherwise operable.
 7. Carbon Monoxide Detector: updates the Code referenced in the requirement.
 8. Means of Egress: updates the Code referenced in the requirement.
 9. Ground Fault Circuit Interrupters: updates the applicable locations and the Code referenced in the requirement.
 10. Water Heater: this replaces the general furnace and water heater requirement. Adds the specific requirements that water heating facilities shall be in good working condition, and capable of providing an adequate amount of water to be drawn at every required sink, lavatory, bathtub, and shower as intended. Proper exhaust systems must be attached, sealed to prevent leaks, and fully operational.
 11. Heating System: this replaces the general furnace and water heater requirement. Adds the specific requirements that each rental housing unit shall have heating facilities in good working order that can safely maintain a room temperature as intended in all habitable rooms, bathrooms, and toilet rooms. Cooking appliances and space heaters shall not be used to provide space heating to meet the requirements of this section. Proper exhaust systems must be attached, sealed to prevent leaks and fully operational.

12. **Cooling System:** this is a new requirement that states if provided by the lessor, the cooling system shall be in good working order that can safely maintain a temperature as intended in all bedrooms.
13. **Appliances:** this is a new requirement that states if provided by the lessor, all mechanical appliances, solid-fuel-burning appliances and cooking appliances shall be properly installed and maintained in a safe working condition and shall be capable of performing the intended function.
14. **Exterior Roofs, Windows and Doors:** this is a new requirement that states roofs, roof flashing, windows, and exterior doors must be adequate to prevent dampness or deterioration in the walls or interior portions of the rental housing unit. No visible evidence of active water leaks attributed to the roof, windows and exterior doors shall be present on the interior of the unit.
15. **Interior Holes in Ceilings, Walls and Floors:** this is a new requirement that states all holes and/or missing drywall in interior walls and ceilings that exposes any components of the dwelling's electrical, plumbing or mechanical systems, as well as all holes in the subfloors, shall be sealed as necessary.
16. **Window Fall Protection:** this is a new requirement that requires all rental dwelling units where the bottom of the clear opening of an operable window is located less than 36 inches (914 mm) above the finished floor and more than 72 inches (1829 mm) above the finished grade or other surface below on the exterior of the building, shall have window fall protection installed per the City's current adopted building code.
6. **Sec. 4.15.007.B.1. – Inspection Timing.** This amendment specifies that the inspection occurs at 2 years or upon change of tenant, whichever occurs later. In no case shall a rental dwelling unit exceed 4 years between inspections.
7. **Sec. 4.15.007.B.2. – Number of Units Inspected in Apartments.** This amendment increases the number of units in an apartment to be inspected from 10% to 50%. In addition, it specifies that the same units cannot be inspected on consecutive inspection periods.

Landlord Tenant Code – Chapter 4, Article 11 Changes

1. **Sec. 4.11.001.A:** updates the code reference to reflect the latest adopted version of the International Property Maintenance Code.
2. **Sec. 4.11.001.D:** removes the requirement for the landlord to provide a copy of the landlord tenant guide. In lieu, the City's website will include resources for both landlords and tenants.
3. **Sec. 4.11.003:** deleted the Deficient Property regulations and replaced with Deficient Landlord regulations. A deficient landlord is one who has three (3) or more formal, valid complaints in a 12-month period. Any deficient landlord must have all rental units inspected monthly for a minimum of six (6) consecutive months. To be removed as a deficient landlord, the landlord must have six (6) consecutive months of no violations found or addressed the issue. Further, any dwelling unit(s) under the control of a

deficient landlord cannot be occupied by a new tenant until the unit has been inspected by the City and determined to be in compliance with the City's latest adopted version of the International Property Maintenance Code.

4. **Sec. 4.11.004 – Complaints:** this is a new section that outlines the complaint process when a landlord tenant complaint is received. This amendment divides the complaint into non-critical and critical categories, outlines the process for each type of situation, and tracks if the owner fails to correct the cited issue.
5. **Sec. 4.11.005 – Complaint Retaliation Prohibited:** this is a new section that prohibits retaliation by the landlord and outlines what retaliation consists of.
6. **Sec. 4.11.006 – False Complaints:** this is a new section that adds a penalty if a tenant makes three (3) or more false complaints in a 12-month period.

The Rental Ready program and landlord tenant codes both support the public health, safety, and general welfare of the residents living in rental dwellings. Staff believes the proposed amendments will better serve our community and assist with maintaining decent and safe rental housing.

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact	Community Development /
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REVIEWERS

Tom Scannell
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Ordinance - Landlord Tenant and Rental Ready Amendment
2. Chapter 4 Article 11 Landlord Tenant Code draft
3. Chapter 4 Article 15 Rental Ready draft

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 5, ARTICLE 11 LANDLORD
TENANT CODE AND ARTICLE 15 RENTAL READY OF THE CITY
CODE.

WHEREAS, in 1989 the City adopted Article 11 of Chapter 4 Landlord Tenant Code outlining basic landlord and tenant requirements; and,

WHEREAS, minor amendments to this article occurred in the 1990's however, there have been no other amendments since; and,

WHEREAS, in September 2016, the City Council adopted a new program called "Rental Ready" which established an interior rental dwelling unit inspection program, which began on June 1, 2017; and,

WHEREAS, the Rental Ready program applies to all rental dwelling units in the city and requires all rental properties to be licensed and pass a basic health and safety inspection every two years; and,

WHEREAS, earlier this year, City staff began reviewing 2024 I-Series Codes for adoption to replace the 2018 I-Series Codes; and,

WHEREAS, as part of this review, staff reviewed the rental ready inspection items for congruity with these codes as well as researched best practices on rental inspections from other communities across the United States; and,

WHEREAS, the City's Landlord Tenant Code is integral to protecting the public health, safety and general welfare of residents in rental dwellings; and,

WHEREAS, the City Council desires to amend the Landlord Tenant and Rental Ready sections to update the regulations.

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

SECTION 1. That Chapter 5, Article 11 of the City Code is hereby amended as follows:

"ARTICLE 11. LANDLORD AND TENANT CODE

Sec. 4.11.001. Acts of landlord prohibited.

- A. It shall be unlawful for any landlord to lease or otherwise permit or allow the occupation of any dwelling unit which does not comply with the requirements of ~~Sections 4.01.011 through 4.01.031 of the Independence City Code~~ the latest adopted version of the International Property Maintenance Code.

- B. It shall be unlawful for any landlord to remove or exclude a tenant or a tenant's personal property from the premises without judicial process and court order.
- C. It shall be unlawful for any landlord to willfully diminish services to a tenant by interrupting or causing the interruption of essential services, including, but not limited to electric, gas, water, sewer, to the tenant or to the premises with the intent thereby to evict a tenant or cause a tenant to vacate said premises without judicial process and court order.
- ~~D. It shall be unlawful for any landlord to lease or otherwise permit or allow the occupation of any dwelling unit without providing the lessee or tenant a copy of the Independence Landlord/Tenant Guide, and obtaining the lessee or tenant's signature as proof of receipt. Any landlord who fails to show such proof of receipt to the Code Official, when requested to do so when the landlord's property is the subject of a code enforcement action by the Code Official, shall be subject to a \$100.00 fine in Municipal Court.~~

Sec. 4.11.002. Acts of tenant prohibited.

- A. It shall be unlawful for any person, in a written application to become a tenant, to willfully misrepresent material information to the landlord with the intent to deceive the landlord and thereby acquire possession of a dwelling unit.
- B. It shall be unlawful for any tenant to willfully break, destroy, deface or injure premises, or any part thereof, leased from a landlord.
- C. It shall be unlawful for any tenant to willfully refuse to permit or allow the landlord to enter and inspect the leased premises for the purpose of making repairs, upon reasonable notice, or without advance notice if an emergency condition exists, absent a written lease which provides otherwise.
- D. It shall be unlawful for a tenant to willfully or wantonly destroy, deface, damage, impair or remove any part of the structure or dwelling unit or the facilities, equipment, or appurtenances thereof, or to fail to take reasonable steps to prevent any other person on the premises from doing so; or to take additional occupants, sublease, rent or turn over said premises to any persons without the landlord's knowledge and consent.

~~Sec. 4.11.003. Deficient property.~~

- ~~A. A dwelling unit may be designated as a deficient property by the Code Official when a landlord fails to correct violations identified in a formal enforcement action.~~
- ~~B. A dwelling unit shall be designated as a deficient property when the dwelling unit is the subject of three, separate, formal enforcement actions by the Code Official within a single year.~~
- ~~C. For the purposes of this article, formal enforcement action shall mean the steps taken by the Code Official or the official's duly authorized designee, to cause property to be maintained in accordance with the requirements of this article, initiation of which requires written notification from the Code Official to the landlord. Such notification shall identify each violation and include a date certain for correction of each violation.~~
- ~~D. At the time of the determination, the Code Official shall furnish notice of such determination to the landlord and the dwelling unit's tenant(s). A deficient property~~

~~shall be subject to periodic interior and exterior inspections by the Code Official for a three-year period, that the property has been determined deficient. A deficient property may not be occupied by a new tenant until the unit has been inspected by the Code Official and determined to be in compliance with the City Code.~~

Sec. 4.11.003. Deficient landlord.

- A. Deficient landlord. A landlord shall be designated as a deficient landlord when a dwelling unit(s) under the landlord's control is the subject of three, separate, formal complaint actions by the City within a rolling twelve (12) months.**
- B. For the purposes of this article, formal action shall mean the steps taken by the City after receiving a valid complaint.**
- C. Periodic inspections for deficient landlords. When a landlord is determined to be deficient, the City shall furnish notice of such determination to the landlord and all tenant(s) in the dwelling unit(s) under the landlord's control.**
 - 1. All dwelling unit(s) under the control of a deficient landlord shall be subject to periodic interior and exterior inspections by the City for a six (6) month period.**
 - a. The City's periodic inspections identified above shall occur on a monthly basis.**
 - b. All dwelling unit(s) shall be inspected with the City's latest adopted version of the International Property Maintenance Code.**
 - c. If violation(s) are found in any dwelling unit(s) during the City's periodic inspection, the landlord shall be given reasonable time to cure the violation(s). Failure to cure the violation(s) identified during the City's periodic inspection shall result in all dwelling unit(s) under the landlord's control to remain subject to the City's periodic inspections for one (1) additional month.**
 - d. To be removed from the City's periodic inspections, all dwelling units under the landlord's control shall have no violations or the landlord resolved the violation(s) outlined in subparagraph b above for six (6) consecutive months.**
 - 2. Any dwelling unit(s) under the control of a deficient landlord shall not be occupied by a new tenant until the unit has been inspected by the City and determined to be in compliance with the City's latest adopted version of the International Property Maintenance Code.**
 - 3. Request to inspect the deficient landlord's dwelling unit(s) shall be made by the City within a reasonable period of time, no less than 10 calendar days in advance of the inspection.**
 - 4. The deficient landlord shall not prohibit, bar or obstruct entry by the City upon the premise or any structure therein of any dwelling unit(s) under the control of the deficient landlord.**

Sec. 4.11.004. Complaints.

- A. Non-critical health or life-safety issues. A tenant shall first notify the landlord in writing requesting to have these issue(s) corrected and give the landlord a reasonable opportunity to make the needed repairs. If the issue(s) are not remedied, the tenant can submit a complaint to the City on the form and/or method provided by the City. The City shall:**
- 1. Notify the owner in writing of the complaint.**
 - 2. Provide the owner seven (7) calendar days to address the complaint.**
 - 3. If the complaint is not remedied within the timeframe identified in the notification letter, the City shall schedule an inspection an inspection of the unit.**
 - 4. If owner fails to correct cited issue(s), the City, at the discretion of the Director, may do one (1) or more of the following:**
 - a. Allow additional time to correct the cited issue(s)**
 - b. Initiate license suspension or revocation proceedings in accordance with the procedures outlined in Chapter 5;**
 - c. Initiate ordinance violation proceedings through municipal court consistent with this Chapter.**
- B. Critical health or life-safety issues. A tenant shall first notify the landlord of the issue(s). The tenant can submit a complaint to the City on the form and/or method provided by the City. The City shall:**
- 1. Notify the owner in writing of the complaint.**
 - 2. Allow the landlord to immediately correct cited violation(s) and eliminate the critical health or life-safety violation(s). Considering the nature of the potential hazard involved and the complexity of the corrective action needed, the Director may allow a longer time frame for the owner to correct these violation(s).**
 - 3. If owner fails to correct cited issue(s), the City, at the discretion of the Director, may do one (1) or more of the following:**
 - a. Require the property to be vacated in accordance with the City's latest adopted version of the International Property Maintenance Code, if determined necessary by the Director.**
 - b. Re-inspect the rental property, if the Director deems it necessary, to determine if the violation still exists.**
 - c. Initiate license suspension or revocation proceedings in accordance with the procedures outlined in Chapter 5.**
 - d. Initiate ordinance violation proceedings through municipal court consistent with this Chapter.**

Sec. 4.11.005. Complaint Retaliation Prohibited

- A. No person shall file an action for eviction or fail to renew a lease or alter the terms of a lease because the occupant has reported a violation of this ordinance or a related provision of the city code to the City.**
- B. No person shall cause any service, facility, equipment or utility required under this ordinance to be removed, shut off or discontinued in retaliation for a complaint.**

C. No person shall charge or demand reimbursement of any fees arising from this Article, including late fees, annual permit review fees and re-inspection fees, to a tenant. The passing of fees from an owner to a tenant shall be considered retaliation.

Sec. 4.11.006. False complaints.

A. It shall be unlawful for any person to knowingly make a false complaint against the owner of any structure or relating to any structure subject to the inspection provisions of this article.

B. A false complaint shall be presumed to be knowingly made where such complaint is the third or more complaint made with respect to any structure or any owner by such person, in any twelve-month period, where inspections pursuant to such complaints fail to reveal any violation of the provisions of city ordinance upon inspection by housing inspectors of the city. This presumption shall be rebuttable.

C. Any person violating the provisions of this section shall be subject to the Penalty provision of this article. Each false complaint shall constitute a separate offense.

Sec. 4.11.004007. Remedy and penalty not exclusive.

All remedies and penalties provided in this article shall be in addition to all other provisions of this Code, and not in lieu or exclusive thereof; provided, however, that no action may be taken against any person in violation of that person's rights as guaranteed by the Fifth Amendment to the United States Constitution.

Sec. 4.11.005008. Authority to issue citations.

~~Either the Director of Health, or the Code Official, or his or her authorized representative,~~ **The City** is authorized to issue complaints and serve citations on persons charged with a violation of this article.

Sec. 4.11.006009. Penalty.

Any person, firm or corporation who shall violate a provision of this article shall, upon conviction thereof, be subject to a fine of not less than \$150.00 for the first conviction, a fine of not less than \$300.00 for the second conviction, and a fine of not less than \$500.00 for the third and subsequent convictions or to imprisonment not exceeding a period of six months, or both such fine and imprisonment. In addition to or in-lieu-of such fines, such person may be required to complete a training course regarding property maintenance, and may be required to provide community service.

Secs. 4.11.007010—4.11.999. Reserved.”

SECTION 2. That Section 4.15.004 of the City Code is hereby amended as follows:

“Sec. 4.15.004. Business license required.

A. No person shall allow to be occupied, offer for rent, rent to another for occupancy or let for occupancy any rental dwelling unless the owner has first obtained a valid business license issued in accordance with Chapter 5 of the City Code.

- B. All those who hold a valid business license at the time this ordinance becomes effective shall be deemed to hold a valid business license within the meaning of this article.
- C. A business license shall be valid as prescribed in Chapter 5 of the City Code.
- D. In order for customers to obtain utility service to a rental dwelling or rental dwelling unit, a valid business license shall be issued by the City of Independence to the landlord for that property address. This provision shall go into effect on January 1, 2026.**
- E. If the business operates as a Limited Liability Company (LLC), said business shall file with the City of Independence a valid LLC registration in accordance with RSMo 347.048.**

SECTION 3. That Section 4.15.006 of the City Code is hereby amended as follows:

“Sec. 4.15.006. Rental dwelling unit inspection required.

- A. A valid rental unit inspection form shall be submitted to the City in the form and manner prescribed by the City for all rental units.
 - 1. The qualified rental housing inspector shall maintain their rental unit inspections forms, notes, etc. for all rental units inspected by them for a period of 2 years from the date of the inspection.**
 - 2. The qualified rental housing inspector shall provide to the City upon request any rental unit inspection forms, notes, etc. within a reasonable timeframe.**
- B. The qualified rental housing inspector hired by the property owner shall make an inspection of the dwelling or dwelling units for which a satisfactorily completed and executed application for a rental ready certificate is filed. In accordance with Section 4.11.002 of the Independence City Code, the landlord shall give reasonable notice before entering and allowing inspection of the leased premises.
- C. Any rental dwelling unit that has been inspected for any reason may submit that inspection report provided the inspection is no older than 12 months.
- D. During the initial implementation, the rental dwelling unit inspection shall be valid for up two years from the date the City issues the business license for the rental dwelling unit(s). After the initial implementation, the rental dwelling unit inspection shall be valid for two years from the date the City issues the business license **or upon a change of tenant** for the rental dwelling unit(s), **whichever occurs later. In no case shall a rental dwelling unit exceed 4 years between inspections.**”

SECTION 4. That Section 4.15.007 of the City Code is hereby amended as follows and shall be effective May 1, 2025:

“Sec. 4.15.007. Rental dwelling inspection program.

- A. Prior to the issuance of a business license for a rental dwelling or any renewal thereof, the qualified rental housing inspector shall provide to the City a passed rental unit inspection form of the premises to determine compliance with this article. The rental unit inspection form shall include:

1. ~~No exposed electrical wires, as specified in Section 4.01.02.A. of the City Code;~~ Each rental dwelling unit shall have a properly maintained electrical system, which shall be in a safe working condition and capable of performing its intended function. Electrical panels, switches, outlets and components shall have a cover per the manufacturer's direction, or as directed by the currently adopted National Electrical Code.
2. ~~All smoke detectors are to be in proper working order, as specified in Section 4.01.028.D. of the City Code;~~ Each rental dwelling unit shall have an operable smoke detection system and alarm. Smoke detectors shall be installed in locations mentioned in the adopted building code, or as close as possible given the conditions in the unit.
3. All stairs and handrails shall be secure and function, as specified in ~~Section 4.01.025.H. of the City Code~~ the City's adopted International Property Maintenance Code;
4. Property address street number shall be visible as required in ~~Section 4.01.012.B. of the City Code~~ the City's adopted International Property Maintenance Code;
5. ~~All units shall have working sanitary drainage system as required in Section 4.01.018.A. and B. of the City Code.~~ All such plumbing fixtures shall be maintained in a sanitary and good working condition and shall be properly connected to the public sewer system or to an approved private system if the public system is not available.
6. All kitchen sinks, lavatories, bathtubs and showers shall be supplied with hot and cold running water and shall be otherwise operable as intended.
7. ~~6.~~ At least one carbon monoxide detector shall be installed in all residential rental units with fuel burning appliances (as defined in the ~~International Residential Code~~ current adopted building code) and/or an attached garage;
8. ~~7.~~ A safe, continuous, and unobstructed means of egress shall be provided from the interior of a structure to a public way; as specified in ~~Section 4.01.025 of the City Code~~ the City's adopted International Property Maintenance Code;
9. ~~8.~~ Ground fault circuit-~~interceptors~~ interrupters are required to be placed within six feet of any water source; including but not limited to bathrooms, garages, crawl space, unfinished basements, ~~and~~ kitchens, and any other applicable locations as specified in ~~Section 4.01.022.A. of the City Code~~ the City's adopted International Property Maintenance Code and/or the current adopted version of the National Electrical Code; and
10. ~~9.~~ All furnaces, water heaters, and corresponding accessories shall be properly installed and maintained in a safe working condition, and shall be capable of performing the intended function as specified in Section 4.01.020 and 4.01.030 of the City Code. Water heating facilities shall be in good working condition, and capable of providing an adequate amount of water to be drawn at every required sink, lavatory, bathtub, and shower as intended. Proper exhaust systems must be attached, sealed to prevent leaks and fully operational;

- 11. Each rental housing unit shall have heating facilities in good working order that can safely maintain a room temperature as intended in all habitable rooms, bathrooms, and toilet rooms. Cooking appliances and space heaters shall not be used to provide space heating to meet the requirements of this section. Proper exhaust systems must be attached, sealed to prevent leaks and fully operational;**
 - 12. If provided by the lessor, the cooling system shall be in good working order that can safely maintain a temperature as intended in all bedrooms;**
 - 13. If provided by the lessor, all mechanical appliances, solid-fuel-burning appliances and cooking appliances shall be properly installed and maintained in a safe working condition, and shall be capable of performing the intended function;**
 - 14. Roofs, roof flashing, windows, and exterior doors must be adequate to prevent dampness or deterioration in the walls or interior portions of the rental housing unit. No visible evidence of active water leaks attributed to the roof, windows and exterior doors shall be present on the interior of the unit;**
 - 15. All holes and/or missing drywall in interior walls and ceilings that exposes any components of the dwelling's electrical, plumbing or mechanical systems, as well as all holes in the subfloors, shall be sealed as necessary; and**
 - 16. All rental dwelling units where the bottom of the clear opening of an operable window is located less than 36 inches (914 mm) above the finished floor and more than 72 inches (1829 mm) above the finished grade or other surface below on the exterior of the building, shall have window fall protection installed per the City's current adopted building code.**
- B. Inspection of rental dwelling units for a rental ready certificate shall be accomplished as follows:
1. All rental dwelling units shall be inspected by a Qualified Rental Housing Inspector every two years **or upon a change of tenant, whichever occurs later. In no case shall a rental dwelling unit exceed 4 years between inspections.**
 2. Any premise with more than four units on a single property which share common walls and/or common floors/ceilings shall have ~~ten~~ **fifty (50)** percent of the total number of rental units on the property inspected. **The same units that were inspected as part of the previous inspection period shall not be inspected as part of the current inspection period.**

SECTION 5. That all other parts and provisions of the City Code not in conflict herewith shall remain in full force and effect unless previously or subsequently amended or repealed.

SECTION 6. That correction of any scriveners' errors identified within these articles are hereby authorized by this ordinance.

PASSED THIS ____ DAY OF _____, 2025, 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

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

ARTICLE 11. LANDLORD AND TENANT CODE

Sec. 4.11.001. Acts of landlord prohibited.

- A. It shall be unlawful for any landlord to lease or otherwise permit or allow the occupation of any dwelling unit which does not comply with the requirements of ~~Sections 4.01.011 through 4.01.031 of the Independence City Code~~ **the latest adopted version of the International Property Maintenance Code.**
- B. It shall be unlawful for any landlord to remove or exclude a tenant or a tenant's personal property from the premises without judicial process and court order.
- C. It shall be unlawful for any landlord to willfully diminish services to a tenant by interrupting or causing the interruption of essential services, including, but not limited to electric, gas, water, sewer, to the tenant or to the premises with the intent thereby to evict a tenant or cause a tenant to vacate said premises without judicial process and court order.
- D. ~~It shall be unlawful for any landlord to lease or otherwise permit or allow the occupation of any dwelling unit without providing the lessee or tenant a copy of the Independence Landlord/Tenant Guide, and obtaining the lessee or tenant's signature as proof of receipt. Any landlord who fails to show such proof of receipt to the Code Official, when requested to do so when the landlord's property is the subject of a code enforcement action by the Code Official, shall be subject to a \$100.00 fine in Municipal Court.~~

Sec. 4.11.002. Acts of tenant prohibited.

- A. It shall be unlawful for any person, in a written application to become a tenant, to willfully misrepresent material information to the landlord with the intent to deceive the landlord and thereby acquire possession of a dwelling unit.
- B. It shall be unlawful for any tenant to willfully break, destroy, deface or injure premises, or any part thereof, leased from a landlord.
- C. It shall be unlawful for any tenant to willfully refuse to permit or allow the landlord to enter and inspect the leased premises for the purpose of making repairs, upon reasonable notice, or without advance notice if an emergency condition exists, absent a written lease which provides otherwise.
- D. It shall be unlawful for a tenant to willfully or wantonly destroy, deface, damage, impair or remove any part of the structure or dwelling unit or the facilities, equipment, or appurtenances thereof, or to fail to take reasonable steps to prevent any other person on the premises from doing so; or to take additional occupants, sublease, rent or turn over said premises to any persons without the landlord's knowledge and consent.

Sec. 4.11.003. Deficient property.

- A. ~~A dwelling unit may be designated as a deficient property by the Code Official when a landlord fails to correct violations identified in a formal enforcement action.~~
- B. ~~A dwelling unit shall be designated as a deficient property when the dwelling unit is the subject of three, separate, formal enforcement actions by the Code Official within a single year.~~
- C. ~~For the purposes of this article, formal enforcement action shall mean the steps taken by the Code Official or the official's duly authorized designee, to cause property to be maintained in accordance with the requirements of this article, initiation of which requires written notification from the Code Official to the landlord. Such notification shall identify each violation and include a date certain for correction of each violation.~~

~~D. At the time of the determination, the Code Official shall furnish notice of such determination to the landlord and the dwelling unit's tenant(s). A deficient property shall be subject to periodic interior and exterior inspections by the Code Official for a three-year period, that the property has been determined deficient. A deficient property may not be occupied by a new tenant until the unit has been inspected by the Code Official and determined to be in compliance with the City Code.~~

Sec. 4.11.003. Deficient landlord.

- A. Deficient landlord. A landlord shall be designated as a deficient landlord when a dwelling unit(s) under the landlord's control is the subject of three, separate, formal complaint actions by the City within a rolling twelve (12) months.
- B. For the purposes of this article, formal action shall mean the steps taken by the City after receiving a valid complaint.
- C. Periodic inspections for deficient landlords. When a landlord is determined to be deficient, the City shall furnish notice of such determination to the landlord and all tenant(s) in the dwelling unit(s) under the landlord's control.
1. All dwelling unit(s) under the control of a deficient landlord shall be subject to periodic interior and exterior inspections by the City for a six (6) month period.
 - a. The City's periodic inspections identified above shall occur on a monthly basis.
 - b. All dwelling unit(s) shall be inspected with the City's latest adopted version of the International Property Maintenance Code.
 - c. If violation(s) are found in any dwelling unit(s) during the City's periodic inspection, the landlord shall be given reasonable time to cure the violation(s). Failure to cure the violation(s) identified during the City's periodic inspection shall result in all dwelling unit(s) under the landlord's control to remain subject to the City's periodic inspections for one (1) additional month.
 - d. To be removed from the City's periodic inspections, all dwelling units under the landlord's control shall have no violations or the landlord resolved the violation(s) outlined in subparagraph b above for six (6) consecutive months.
 2. Any dwelling unit(s) under the control of a deficient landlord shall not be occupied by a new tenant until the unit has been inspected by the City and determined to be in compliance with the City's latest adopted version of the International Property Maintenance Code.
 3. Request to inspect the deficient landlord's dwelling unit(s) shall be made by the City within a reasonable period of time, no less than 10 calendar days in advance of the inspection.
 4. The deficient landlord shall not prohibit, bar or obstruct entry by the City upon the premise or any structure therein of any dwelling unit(s) under the control of the deficient landlord.

Sec. 4.11.004. Complaints.

- A. Non-critical health or life-safety issues. A tenant shall first notify the landlord in writing requesting to have these issue(s) corrected and give the landlord a reasonable opportunity to make the needed repairs. If the issue(s) are not remedied, the tenant can submit a complaint to the City on the form and/or method provided by the City. The City shall:
1. Notify the owner in writing of the complaint.
 2. Provide the owner seven (7) calendar days to address the complaint.
 3. If the complaint is not remedied within the timeframe identified in the notification letter, the City shall schedule an inspection an inspection of the unit.

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4. If owner fails to correct cited issue(s), the City, at the discretion of the Director, may do one (1) or more of the following:
 - a. Allow additional time to correct the cited issue(s)
 - b. Initiate license suspension or revocation proceedings in accordance with the procedures outlined in Chapter 5;
 - c. Initiate ordinance violation proceedings through municipal court consistent with this Chapter.
 - B. Critical health or life-safety issues. A tenant shall first notify the landlord of the issue(s). The tenant can submit a complaint to the City on the form and/or method provided by the City. The City shall:
 1. Notify the owner in writing of the complaint.
 2. Allow the landlord to immediately correct cited violation(s) and eliminate the critical health or life-safety violation(s). Considering the nature of the potential hazard involved and the complexity of the corrective action needed, the Director may allow a longer time frame for the owner to correct these violation(s).
 3. If owner fails to correct cited issue(s), the City, at the discretion of the Director, may do one (1) or more of the following:
 - a. Require the property to be vacated in accordance with the City's latest adopted version of the International Property Maintenance Code, if determined necessary by the Director.
 - b. Re-inspect the rental property, if the Director deems it necessary, to determine if the violation still exists.
 - c. Initiate license suspension or revocation proceedings in accordance with the procedures outlined in Chapter 5.
 - d. Initiate ordinance violation proceedings through municipal court consistent with this Chapter.

Sec. 4.11.005. Complaint Retaliation Prohibited

- A. No person shall file an action for eviction or fail to renew a lease or alter the terms of a lease because the occupant has reported a violation of this ordinance or a related provision of the city code to the City.
- B. No person shall cause any service, facility, equipment or utility required under this ordinance to be removed, shut off or discontinued in retaliation for a complaint.
- C. No person shall charge or demand reimbursement of any fees arising from this Article, including late fees, annual permit review fees and re-inspection fees, to a tenant. The passing of fees from an owner to a tenant shall be considered retaliation.

Sec. 4.11.006. False complaints.

- A. It shall be unlawful for any person to knowingly make a false complaint against the owner of any structure or relating to any structure subject to the inspection provisions of this article.
- B. A false complaint shall be presumed to be knowingly made where such complaint is the third or more complaint made with respect to any structure or any owner by such person, in any twelve-month period, where inspections pursuant to such complaints fail to reveal any violation of the provisions of city ordinance upon inspection by housing inspectors of the city. This presumption shall be rebuttable.
- C. Any person violating the provisions of this section shall be subject to the Penalty provision of this article. Each false complaint shall constitute a separate offense.

Sec. 4.11.004 007. Remedy and penalty not exclusive.

All remedies and penalties provided in this article shall be in addition to all other provisions of this Code, and not in lieu or exclusive thereof; provided, however, that no action may be taken against any person in violation of that person's rights as guaranteed by the Fifth Amendment to the United States Constitution.

Sec. 4.11.005 008. Authority to issue citations.

~~Either the Director of Health, or the Code Official, or his or her authorized representative,~~ The City is authorized to issue complaints and serve citations on persons charged with a violation of this article.

Sec. 4.11.006 009. Penalty.

Any person, firm or corporation who shall violate a provision of this article shall, upon conviction thereof, be subject to a fine of not less than \$150.00 for the first conviction, a fine of not less than \$300.00 for the second conviction, and a fine of not less than \$500.00 for the third and subsequent convictions or to imprisonment not exceeding a period of six months, or both such fine and imprisonment. In addition to or in-lieu-of such fines, such person may be required to complete a training course regarding property maintenance, and may be required to provide community service.

Secs. 4.11.007 010—4.11.999. Reserved.

ARTICLE 15. RENTAL READY PROGRAM

Sec. 4.15.004. Business license required.

- A. No person shall allow to be occupied, offer for rent, rent to another for occupancy or let for occupancy any rental dwelling unless the owner has first obtained a valid business license issued in accordance with Chapter 5 of the City Code.
- B. All those who hold a valid business license at the time this ordinance becomes effective shall be deemed to hold a valid business license within the meaning of this article.
- C. A business license shall be valid as prescribed in Chapter 5 of the City Code.
- D. In order for customers to obtain utility service to a rental dwelling or rental dwelling unit, a valid business license shall be issued by the City of Independence to the landlord for that property address. This provision shall go into effect on January 1, 2026.**
- E. If the business operates as a Limited Liability Company (LLC), said business shall file with the City of Independence a valid LLC registration in accordance with RSMo 347.048.**

Sec. 4.15.006. Rental dwelling unit inspection required.

- A. A valid rental unit inspection form shall be submitted to the City in the form and manner prescribed by the City for all rental units.
 - 1. The qualified rental housing inspector shall maintain their rental unit inspections forms, notes, etc. for all rental units inspected by them for a period of 4 years from the date of the inspection.**
 - 2. The qualified rental housing inspector shall provide to the City upon request any rental unit inspection forms, notes, etc. within a reasonable timeframe.**
- B. The qualified rental housing inspector hired by the property owner shall make an inspection of the dwelling or dwelling units for which a satisfactorily completed and executed application for a rental ready certificate is filed. In accordance with Section 4.11.002 of the Independence City Code, the landlord shall give reasonable notice before entering and allowing inspection of the leased premises.
- C. Any rental dwelling unit that has been inspected for any reason may submit that inspection report provided the inspection is no older than 12 months.
- D. During the initial implementation, the rental dwelling unit inspection shall be valid for up two years from the date the City issues the business license for the rental dwelling units(s). After the initial implementation, the rental dwelling unit inspection shall be valid for two years from the date the City issues the business license **or upon a change of tenant** for the rental dwelling unit(s), **whichever occurs later. In no case shall a rental dwelling unit exceed 4 years between inspections.**

Sec. 4.15.007. Rental dwelling inspection program.

- A. Prior to the issuance of a business license for a rental dwelling or any renewal thereof, the qualified rental housing inspector shall provide to the City a passed rental unit inspection form of the premises to determine compliance with this article. The rental unit inspection form shall include:
 - 1. ~~No exposed electrical wires, as specified in Section 4.01.02.A. of the City Code;~~ Each rental dwelling unit shall have a properly maintained electrical system, which shall be in a safe working condition and capable of performing its intended function. Electrical panels, switches, outlets and components**

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- shall have a cover per the manufacturer's direction, or as directed by the currently adopted National Electrical Code.
2. ~~All smoke detectors are to be in proper working order, as specified in Section 4.01.028.D. of the City Code.~~ Each rental dwelling unit shall have an operable smoke detection system and alarm. A system with missing or expired batteries shall still be deemed operable if it functions properly when new batteries are inserted. Smoke detectors shall be installed in locations mentioned in the adopted building code, or as close as possible given the conditions in the unit.
 3. ~~All stairs and handrails shall be secure and function, as specified in Section 4.01.025.H. of the City Code.~~ the City's adopted International Property Maintenance Code;
 4. ~~Property address street number shall be visible as required in Section 4.01.012.B. of the City Code.~~ the City's adopted International Property Maintenance Code;
 5. ~~All units shall have working sanitary drainage system as required in Section 4.01.019.A. and B. of the City Code.~~ All such plumbing fixtures shall be maintained in a sanitary and good working condition and shall be properly connected to the public sewer system or to an approved private system if the public system is not available.
 6. All kitchen sinks, lavatories, bathtubs and showers shall be supplied with hot and cold running water and shall be otherwise operable as intended.
 - ~~7. 6.~~ At least one carbon monoxide detector shall be installed in all residential rental units with fuel burning appliances (as defined in the International Residential Code current adopted building code) and/or an attached garage;
 - ~~8. 7.~~ A safe, continuous, and unobstructed means of egress shall be provided from the interior of a structure to a public way; as specified in Section 4.01.025 of the City Code the City's adopted International Property Maintenance Code;
 - ~~9. 8.~~ Ground fault circuit-interceptors interrupters are required to be placed within six feet of any water source; including but not limited to bathrooms, garages, crawl space, unfinished basements, and kitchens, and any other applicable locations as specified in Section 4.01.022.A. of the City Code the City's adopted International Property Maintenance Code and/or the current adopted version of the National Electrical Code; and
 - ~~10. 9.~~ All furnaces, water heaters, and corresponding accessories shall be properly installed and maintained in a safe working condition, and shall be capable of performing the intended function as specified in Section 4.01.020 and 4.01.030 of the City Code. Water heating facilities shall be in good working condition, and capable of providing an adequate amount of water to be drawn at every required sink, lavatory, bathtub, and shower as intended. Proper exhaust systems must be attached, sealed to prevent leaks and fully operational;
 11. Each rental housing unit shall have heating facilities in good working order that can safely maintain a room temperature as intended in all habitable rooms, bathrooms, and toilet rooms. Cooking appliances and space heaters shall not be used to provide space heating to meet the requirements of this section. Proper exhaust systems must be attached, sealed to prevent leaks and fully operational;
 12. If provided by the lessor, the cooling system shall be in good working order that can safely maintain a temperature as intended in all bedrooms;
 13. If provided by the lessor, all mechanical appliances, solid-fuel-burning appliances and cooking appliances shall be properly installed and maintained in a safe working condition, and shall be capable of performing the intended function;
 14. Roofs, roof flashing, windows, and exterior doors must be adequate to prevent dampness or deterioration in the walls or interior portions of the rental housing unit. No visible evidence of active
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water leaks attributed to the roof, windows and exterior doors shall be present on the interior of the unit;

15. All holes and/or missing drywall in interior walls and ceilings that exposes any components of the dwelling's electrical, plumbing or mechanical systems, as well as all holes in the subfloors, shall be sealed as necessary; and

16. All rental dwelling units where the bottom of the clear opening of an operable window is located less than 36 inches (914 mm) above the finished floor and more than 72 inches (1829 mm) above the finished grade or other surface below on the exterior of the building, shall have window fall protection installed per the City's current adopted building code.

B. Inspection of rental dwelling units for a rental ready certificate shall be accomplished as follows:

1. All rental dwelling units shall be inspected by a Qualified Rental Housing Inspector every two years or upon a change of tenant, whichever occurs later. In no case shall a rental dwelling unit exceed 4 years between inspections.
2. Any premise with more than four units on a single property which share common walls and/or common floors/ceilings shall have ~~ten~~ fifty (50) percent of the total number of rental units on the property inspected. The same units that were inspected as part of the previous inspection period shall not be inspected as part of the current inspection period.

MUNICIPAL DIVISION SUMMARY REPORTING FORM

Refer to instructions for directions and term definitions. Complete a report each month even if there has not been any court activity.

<u>I. COURT INFORMATION</u>		Municipality: INDEPENDENCE		Reporting Period: Nov 1, 2024 - Nov 27, 2024	
Mailing Address: 111 EAST MAPLE, INDEPENDENCE, MO 64050					
Physical Address: 111 EAST MAPLE, INDEPENDENCE, MO 64050				County: Jackson County	
Telephone Number:		Fax Number:			
Prepared by: Erin Chatterton		E-mail Address:			
Municipal Judge:					
<u>II. MONTHLY CASELOAD INFORMATION</u>					
		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance	
A. Cases (citations/informations) pending at start of month		360	16,473	8,046	
B. Cases (citations/informations) filed		18	1,670	412	
C. Cases (citations/informations) disposed					
1. jury trial (Springfield, Jefferson County, and St. Louis County only)		0	0	0	
2. court/bench trial - GUILTY		0	10	20	
3. court/bench trial - NOT GUILTY		0	0	4	
4. plea of GUILTY in court		7	750	187	
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)		0	220	1	
6. dismissed by court		2	38	39	
7. <i>nolle prosequi</i>		1	72	45	
8. certified for jury trial (not heard in Municipal Division)		0	0	0	
9. TOTAL CASE DISPOSITIONS		10	1,090	296	
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]		368	17,053	8,162	
E. Trial de Novo and/or appeal applications filed		0	0	0	
<u>III. WARRANT INFORMATION (pre- & post-disposition)</u>					
1. # Issued during reporting period		1,108	<u>IV. PARKING TICKETS</u>		
2. # Served/withdrawn during reporting period		449	☐ Court staff does not process parking tickets		
3. # Outstanding at end of reporting period		18,264			

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION	Municipality: INDEPENDENCE	Reporting Period: Nov 1, 2024 - Nov 27, 2024
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V. DISBURSEMENTS

Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
Fines - Excess Revenue	\$98,353.50	Court Automation	\$7,448.11
Clerk Fee - Excess Revenue	\$10,081.31	Law Enf Arrest-Local	\$2,094.00
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$310.84	Total Other Disbursements	\$9,542.11
Bond forfeitures (paid to city) - Excess Revenue	\$520.00	Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$174,447.50
Total Excess Revenue	\$109,265.65	Bond Refunds	\$10,650.00
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)		Total Disbursements	\$185,097.50
Fines - Other	\$30,099.50		
Clerk Fee - Other	\$2,686.91		
Judicial Education Fund (JEF) ☐ Court does not retain funds for JEF	\$0.00		
Peace Officer Standards and Training (POST) Commission surcharge	\$1,064.03		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$7,586.45		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$82.85		
Law Enforcement Training (LET) Fund surcharge	\$2,122.00		
Domestic Violence Shelter surcharge	\$4,236.50		
Inmate Prisoner Detainee Security Fund surcharge	\$2,119.00		
Restitution	\$0.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$5,642.50		
Total Other Revenue	\$55,639.74		

Municipal Division Summary Reporting

16th Judicial Circuit - Jackson County - Independence Municipal Division

I. COURT INFORMATION

Reporting Period:		
November	2024	Court activity occurred in reporting period: Yes
Clerk's Physical Address:	Mailing Address:	Vendor
111 East Maple Independence, MO 64051	PO Box 1019 Independence, MO 64051	Incode (Tyler Technologies)
Telephone Number:	Fax Number:	
(816) 325-7235		
Prepared by:	Prepared by E-mail Address:	Municipal Judge(s) Active During Reporting Period:
ntann	natalie.tann@courts.mo.gov	Garry L. Helm, Susan G. Watkins

II. MONTHLY CASELOAD INFORMATION		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations / informations) pending at start of month		8,611	80,076	44,721
B. Cases (citations / informations) filed		0	0	0
C. Cases (citations / informations) disposed				
1. jury trial (Springfield, Jefferson County, and St. Louis County only)		0	0	0
2. court / bench trial - GUILTY		0	0	0
3. court / bench trial - NOT GUILTY		0	0	0
4. plea of GUILTY in court		0	0	0
5. violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs)		0	89	65
6. dismissed by court		0	0	9
7. nolle prosequi		0	0	16
8. certified for jury trial (not heard in the Municipal Division)		0	0	0
9. TOTAL CASE DISPOSITIONS		0	89	90
D. Cases (citations / informations) pending at end of month [pending caseload = (A + B) – C9]		8,611	79,987	44,631
E. Trial de Novo and / or appeal applications filed		0	0	0

Municipal Division Summary Reporting

Court Information	Municipality: 16th Judicial Circuit - Jackson County - Independence Municipal Division	Reporting Period: November - 2024
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III. WARRANT INFORMATION (pre- & post-disposition)		IV. PARKING TICKETS	
1. # Issued during reporting period:	308	Does court staff process parking tickets? Yes	
2. # Served/withdrawn during reporting period:	642	1. # Issued during reporting period:	0
3. # Outstanding at end of reporting period:	39,579		

V. DISBURSEMENTS	
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)	
Fines – Excess Revenue	\$5,265.50
Clerk Fee – Excess Revenue	\$480.00
Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Excess Revenue	\$0.00
Bond forfeitures (paid to city) – Excess Revenue	\$510.00
Total Excess Revenue	\$6,255.50
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)	
Fines – Other	\$10,645.87
Clerk Fee – Other	\$670.00
Judicial Education Fund (JEF) Court does not retain funds for JEF: No	\$0.00
Peace Officer Standards and Training (POST) Commission surcharge	\$95.00
Crime Victims Compensation (CVC) Fund surcharge – Paid to State	\$684.48
Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Other	\$0.00
Law Enforcement Training (LET) Fund surcharge	\$190.00
Domestic Violence Shelter surcharge	\$383.37
Inmate Prisoner Detainee Security Fund surcharge	\$188.50
Restitution	\$0.00
Parking ticket revenue (including penalties)	\$50.50
Bond forfeitures (paid to city) – Other	\$2,070.00
Total Other Revenue	\$14,977.72
Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
Total Other Disbursements	\$0.00
Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$21,233.22
Bond Refunds	\$4,632.00
Total Disbursements	\$25,865.22

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Purchase Order #25000822 has been issued to Wiedenmann Inc., in the amount of \$325,360 for construction services on the Heidelberger Bridge as part of the Emergency Transportation Project (No. 112203) to encumber funding eligible for ARPA reimbursement prior to the 12/31/2024 deadline.

Recommendations:**Background:**

At the 12/02/2024 City Council Meeting, the Council approved Resolution No. 7074 which amended American Rescue Plan Act (ARPA) funding considerations to include the Heidelberger Bridge Project (No. 112203).

City staff have reached out to an on-call emergency construction contractor, Wiedenmann Inc., through a cooperative contract agreement (No. 2023-045) with Johnson County, Kansas, to provide construction services for this project. Staff received a construction estimate in the amount of \$325,360, not including a 10% contingency.

In order to encumber these funds for ARPA reimbursement prior to the 12/31/2024 deadline, and because the time and date of the passage of Resolution No. 7074, occurred after the Council deadline for agenda items to be considered prior to 12/31/2024, a purchase order (#25000822) was issued for these services.

Purchases under cooperative agreements are authorized by Section 8.06.004, Paragraph 5, of the Independence City Code, which states that when cooperative bids or contracts are used, they must first have been established pursuant to generally accepted governmental purchasing practices.

The existing bridge structure located at 27101 E. Heidelberger Road has been closed since March 2023 due to safety and structural concerns. The current detour length of this closure is 3 miles.

Emergency Justification:**Fiscal Impact:**

The fiscal impact to the City is \$325,360 not including contingency. Funding for the Heidelberger Bridge Project, as part of the Emergency Transportation Project (No. 112203) is

included in the FY 25 budget, page number 196, account number 112203-C-0517051-5406. This project is eligible for up to \$380,000 in reimbursement through ARPA.

Council Action:

Department / Contact	Municipal Services /
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REVIEWERS

Richard Kemple
Nancy Cooper
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. 2023-045 On-Call Infrastructure Repairs Contract Renewal No. 1 (Wiedenmann)
2. Pricing Quote - Wiedenmann - Heidelberger Bridge

MODIFICATION OF CONTRACT
JOHNSON COUNTY, KANSAS

1. Contract Renewal No. 1 Effective Date: 1/01/2025	2. Contract No.: 2023-045 Effective Date: 1/01/2024
3. Purchasing Administrator: Megan Wasek Telephone Number: 913.715.0591 E-Mail: Megan.Wasek@jocogov.org	5. Contractor-Name and address: Wiedenmann, Inc. 950 N. Scott Avenue Belton, MO 64012 jerry@wiedenmanninc.com
4. Issued By: Johnson County, Kansas Financial Management and Administration, Purchasing Division County Administration Building 111 South Cherry Street, Suite 2400 Olathe, KS 66061-3486 913-715-0525	
6. SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the written modification. A final copy will be available when all signatures are obtained and should be attached to the original contract.	
7. DESCRIPTION OF MODIFICATION: Pursuant to Paragraph 8.15 of the above-referenced Contract, the County hereby exercises its option to renew for a twelve (12) month period, with an effective date of 1/01/2025 and ending on 12/31/2025 (Renewal No. 1 of 4). The parties agree that all other terms and conditions of the Contract shall remain in full force and effect. Billing Rates & Percentage Markups for this renewal term is hereby amended as attached.	
8. Contractor's Signature <u>Susan Wiedenmann</u> Susan Wiedenmann (11/25/2024 10:38 CST) Name President Title 11/25/2024 Date	9. Johnson County, Kansas By: <u></u> Robin Lyles (11/26/2024 13:20 CST) Purchasing Manager
10. Distribution: Original - Bid File Copies - Departments as applicable	This day <u>11/26/2024</u>

RFP 2023-045 JCW ON-CALL WASTEWATER SEWER COLLECTION INFRASTRUCTURE REPAIRS						
WIEDENMANN, INC. SCHEDULE OF BILLING RATES & PERCENTAGE MARKUPS						
Form 6 Cost Proposal Labor & Markups	BILLING RATE (\$/Hr) ¹					
	Initial Contract Term (2024)			Renewal No. 1 Term (2025)		
Table 6-1 Labor Billing Rates	Regular	Overtime ²	Premium ³	Regular	Overtime ²	Premium ³
Management, Supervision, Engineering:						
Project Manager/Project Engineer	\$ 101.23	\$ 151.85	\$ 202.47	\$ 104.27	\$ 156.41	\$ 208.54
Project Supervisor/Superintendent	\$ 104.23	\$ 154.35	\$ 204.47	\$ 107.36	\$ 158.98	\$ 210.60
Foreman	\$ 103.23	\$ 152.85	\$ 202.47	\$ 106.33	\$ 157.44	\$ 208.54
Documents Coordinator	\$ 78.00			\$ 80.34	\$ -	\$ -
Restoration/Landscape Project Manager/Project Engineer	\$ 80.98	\$ 121.47	\$ 161.98	\$ 83.41	\$ 125.11	\$ 166.84
Restoration/Landscape Project Supervisor/Superintendent	\$ 80.18	\$ 120.28	\$ 160.38	\$ 82.59	\$ 123.89	\$ 165.19
Restoration/Landscape Foreman	\$ 79.38	\$ 119.08	\$ 158.78	\$ 81.76	\$ 122.65	\$ 163.54
Construction Trades:						
Equipment Operator	\$ 102.23	\$ 151.35	\$ 200.47	\$ 105.30	\$ 155.89	\$ 206.48
Apprentice	\$ 93.62	\$ 140.45	\$ 187.26	\$ 96.43	\$ 144.66	\$ 192.88
Laborer	\$ 93.62	\$ 140.45	\$ 187.26	\$ 96.43	\$ 144.66	\$ 192.88
Truck Driver/Hauler/Teamster	\$0.00	\$0.00	\$0.00	\$ -	\$ -	\$ -
Restoration/Landscape Laborer	\$ 74.90	\$ 112.36	\$ 149.81	\$ 77.15	\$ 115.73	\$ 154.30

¹Refer to RFP General Requirements, Measurement and Payment for what is included in the Billing Rates

²Defined as hours in excess of regular daily or weekly work hours - not reimbursable unless negotiated in advance with JCW

³Premium rates are defined as emergency or holiday hours, and must be pre-approved by JCW

RFP 2023-045 JCW ON-CALL WASTEWATER SEWER COLLECTION INFRASTRUCTURE REPAIRS		
WIEDENMANN, INC. SCHEDULE OF BILLING RATES & PERCENTAGE MARKUPS		
Contract Markups:	Initial Term	Renewal No. 1 Term
Table 6-2 - Overhead & Profit ¹	(2024)	(2025)
Subtotal 1: Less than \$100,000	15%	15%
Subtotal 1: \$100,001 - \$500,000	14%	14%
Subtotal 1: \$500,001+	13%	13%
Table 6-3 - General Contractor Markup on Subcontractor Work ²		
Line F:	5%	5%
Table 6-4 - Bonds & Insurance ³		
Subtotal 4: Less than \$100,000	1.5%	1.5%
Subtotal 4: \$100,001 - \$500,000	1.5%	1.5%
Subtotal 4: \$500,001+	1.5%	1.5%
Table 6-5 - Johnson County Purchasing Card Charges ⁴		
Decimal Percent Charge for Use of P-Card	5%	5%

¹Markup shall be multiplied by Subtotal 1. Subtotal 1 is defined as the cost of wastewater equipment, materials incorporated into the work, contractor's labor, and contractor's equipment costs to perform the work. This does not include markups on subcontractor or preferred subcontractor work.

²Markup shall be multiplied by the sum of the costs of all subcontractors on the project (both Preferred Subcontractors and other subcontractors).

³Markup shall be multiplied by Subtotal 4, which is defined as the sum of Subtotals 2 and 3.

⁴For small expenditures (generally under \$10,000), JCW may elect to pay by Purchasing Card (P-Card). If your firm charges a markup for P-Card use, it must be documented here. If your firm does not, mark 0%.

RFP 2023-045 JCW ON-CALL WASTEWATER SEWER COLLECTION INFRASTRUCTURE REPAIRS														
WIEDENMANN, INC. SCHEDULE OF BILLING RATES & PERCENTAGE MARKUPS														
Form 7 - Equipment	BILLING RATE¹													
	Initial Contract Term (2024)							Renewal No. 1 Term (2025)						
	Mobilization Charge	Hourly Active	Daily Active	Weekly Active	Weekly Standby	Monthly Active	Monthly Standby	Mobilization Charge	Hourly Active	Daily Active	Weekly Active	Weekly Standby	Monthly Active	Monthly Standby
Table 7-1 Contractor's Equipment Billing Rates EQUIPMENT TYPE AND SIZE														
Large Excavator (greater than 45,000 lbs)	\$ 910.89	\$ 292.66	\$ 1,609.65	\$ 5,633.77	\$ 3,621.71	\$ 18,028.07	\$ 12,675.99	\$ 938.22	\$ 301.44	\$ 1,657.94	\$ 5,802.78	\$ 3,730.36	\$ 18,568.91	\$ 13,056.27
Medium-Sized Excavator (20,000 lbs to 45,000 lbs)	\$ 910.89	\$ 229.27	\$ 1,261.00	\$ 4,413.50	\$ 2,837.25	\$ 14,123.20	\$ 9,930.38	\$ 938.22	\$ 236.15	\$ 1,298.83	\$ 4,545.91	\$ 2,922.37	\$ 14,546.90	\$ 10,228.29
Small Excavator (20,000 lbs or less)	\$ 182.18	\$ 87.96	\$ 483.80	\$ 1,693.31	\$ 1,088.56	\$ 5,418.59	\$ 3,809.81	\$ 187.65	\$ 90.60	\$ 498.31	\$ 1,744.11	\$ 1,121.22	\$ 5,581.15	\$ 3,924.10
Lull/Telehandler/Shooting Boom Forklift (8,000 lbs to 9,000 lbs)								\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Skid Loader (bobcat)	\$ 182.18	\$ 94.15	\$ 517.85	\$ 1,812.48	\$ 1,165.16	\$ 5,799.93	\$ 4,078.07	\$ 187.65	\$ 96.97	\$ 533.39	\$ 1,866.85	\$ 1,200.11	\$ 5,973.93	\$ 4,200.41
Dump Truck (Tandem Axle)	\$ 169.95	\$ 169.95	\$ 1,359.60	\$ 6,798.00	\$ 8,118.20	\$ 27,192.00	\$ 24,472.80	\$ 175.05	\$ 175.05	\$ 1,400.39	\$ 7,001.94	\$ 8,361.75	\$ 28,007.76	\$ 25,206.98
Track Loader	\$ 910.89	\$ 227.72	\$ 1,252.44	\$ 4,383.54	\$ 2,817.99	\$ 14,027.32	\$ 9,862.96	\$ 938.22	\$ 234.55	\$ 1,290.01	\$ 4,515.05	\$ 2,902.53	\$ 14,448.14	\$ 10,158.85
Rubber Tire Backhoe	\$ 182.18	\$ 88.93	\$ 489.12	\$ 1,711.92	\$ 1,100.52	\$ 5,478.15	\$ 3,851.83	\$ 187.65	\$ 91.60	\$ 503.79	\$ 1,763.28	\$ 1,133.54	\$ 5,642.49	\$ 3,967.38
Wheel Loader	\$ 910.89	\$ 95.86	\$ 527.25	\$ 1,845.30	\$ 1,186.32	\$ 5,905.25	\$ 4,152.13	\$ 938.22	\$ 98.74	\$ 543.07	\$ 1,900.66	\$ 1,221.91	\$ 6,082.41	\$ 4,276.69
Pump with Generator	N/A	\$ 44.76	\$ 246.20	\$ 861.69	\$ 553.94	\$ 2,757.40	\$ 1,938.80	N/A	\$ 46.10	\$ 253.59	\$ 887.54	\$ 570.56	\$ 2,840.12	\$ 1,996.96
Pickup with Tools	N/A	\$ 30.11	\$ 165.62	\$ 579.67	\$ 372.64	\$ 1,854.94	\$ 1,304.25	N/A	\$ 31.01	\$ 170.59	\$ 597.06	\$ 383.82	\$ 1,910.59	\$ 1,343.38
Truck (2 ton or equal)	N/A	\$ 44.36	\$ 243.99	\$ 853.98	\$ 548.99	\$ 2,732.73	\$ 1,921.45	N/A	\$ 45.69	\$ 251.31	\$ 879.60	\$ 565.46	\$ 2,814.71	\$ 1,979.09
Trailer	N/A	\$ 14.32	\$ 78.74	\$ 275.59	\$ 177.17	\$ 881.90	\$ 620.09	N/A	\$ 14.75	\$ 81.10	\$ 283.86	\$ 182.49	\$ 908.36	\$ 638.69
Air Compressor and Jackhammer	N/A	\$ 23.81	\$ 130.93	\$ 458.25	\$ 294.59	\$ 1,466.41	\$ 1,031.07	N/A	\$ 24.52	\$ 134.86	\$ 472.00	\$ 303.43	\$ 1,510.40	\$ 1,062.00
Trench Shoring	N/A	\$ 42.47	\$ 233.59	\$ 817.58	\$ 525.58	\$ 2,616.24	\$ 1,839.54	N/A	\$ 43.74	\$ 240.60	\$ 842.11	\$ 541.35	\$ 2,694.73	\$ 1,894.73

¹Refer to RFP General Requirements, Section 4 - B.3 - Measurement and Payment, for a list of all that is included in Contractor Equipment Rates.

RFP 2023-045 JCW ON-CALL WASTEWATER SEWER COLLECTION INFRASTRUCTURE REPAIRS		
WIEDENMANN, INC. SCHEDULE OF BILLING RATES & PERCENTAGE MARKUPS		
Table 8-1 - Call Out Fee Cost Structure Rates Callout Timeframe	Call Out Fee	
	Initial Term (2024)	Renewal No. 1 Term (2025)
Called out during a normal work shift, immediate response ¹	\$ 1,740.70	\$ 1,792.92
Called out after normal work shift ²	\$ 7,081.25	\$ 7,293.69
Called out during the weekend ³	\$ 7,808.43	\$ 8,042.68
Call out during a Holiday ⁴	\$ 12,943.90	\$ 13,332.22

¹Contractor normal work shift is defined as Monday, Tuesday, Wednesday, Thursday, Friday from 8:00 am – 5:00 pm. This fee only applies if Contractor work crew is required to pull off an active job during a normal work shift to respond and mobilize to an unplanned or emergency project. A notification during Contractor's normal workday that can be scheduled to fit into the Contractor's work schedule will be billed under the standard Time & Material rates and no Call-Out fee will be applied.

²This fee applies when Contractor is required to respond and mobilize to a new unplanned project site after the workday is over, or immediately after the shift ends, or on a non-workday.

³This fee applies when Contractor is required to respond and mobilize outside of the normal work week (Friday after 5:00 pm through Monday at 8:00 am)

⁴This fee applies when Contractor is required to respond and mobilize



950 N. Scott / PO BOX 245 - Belton, MO 64012 - 816-322-1125 / Fax 816-322-1126 - general@wiedenmanninc.com

December 11, 2024

City of Independence
111 E Maple Ave
Independence, MO 64050

Attn: Alex Lopez

RE: Heidelberg Road Bridge

Dear Alex,

We hereby submit the following budget price for the Heidelberg Road Bridge Project. Our proposal includes all labor, materials, and equipment. The total budget cost for this work is:

No.	Item of Work	Qty.	Unit	Unit Cost	Cost
General					
1	Mobilization	1	L.S.	\$27,000.00	\$ 27,000.00
Structures					
2	Class 4 Excavation	143	C.Y.	\$ 108.00	\$ 15,444.00
3	Removal of Bridges	1	L.S.	\$12,000.00	\$ 12,000.00
4	Class B-1 Concrete (Culverts-Bridges)	75	LF	\$ 1,325.00	\$ 99,375.00
5	CIP Headwalls and Wingwalls	1	LS	\$81,000.00	\$ 81,000.00
Curb & Gutter					
7	Removal of Improvements	1	L.S.	\$ 2,900.00	\$ 2,900.00
8	Clearing and Grubbing	1	Ac.	\$ 5,600.00	\$ 5,600.00
9	Contractor Furnished Surveying and Staking	1	L.S.	\$ 3,750.00	\$ 3,750.00
10	7 Inches, Bituminous Pavement	343	S.Y.	\$ 94.00	\$ 32,242.00
11	Type 1 Aggregate for Base (4 In. Thick)	343	S.Y.	\$ 36.00	\$ 12,348.00
12	Rock Lining	14	C.Y.	\$ 900.00	\$ 12,600.00
13	Class A Excavation	27	C.Y.	\$ 40.00	\$ 1,080.00
14	Compacting Embankment	21	C.Y.	\$ 55.00	\$ 1,155.00
15	Type 3B Erosion Control Blanket	20	S.Y.	\$ 22.00	\$ 440.00
16	Alternate Ditch Check	28	L.F.	\$ 27.00	\$ 756.00
17	Sediment Removal	7	C.Y.	\$ 160.00	\$ 1,120.00
18	Seeding – Cool Season Mixtures	0.1	Ac.	\$16,000.00	\$ 1,600.00
19	Mulching	0.1	Ac.	\$16,000.00	\$ 1,600.00
20	Woven Wire Fence	177	LF	\$ 50.00	\$ 8,850.00
21	6-Bar Heavy Duty Gate	1	Each	\$ 2,500.00	\$ 2,500.00
22	Pivot Device	4	Each	\$ 500.00	\$ 2,000.00
Total					\$ 325,360.00

Excluded:

Guardrail

Clearing and Grubbing

Utility Relocations

Utility Conflicts

This is a budget price for the scope of work and the actual work will be completed on a time and material basis.

Upon receipt of a work order we will place this project into our production schedule.

We appreciate the opportunity to price and perform this work.

Please give us a call if you have any questions.

Sincerely,
Daniel Forbes
Wiedenmann, Inc.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Purchase Orders 25000216 and 25000217 with Davenport Construction have been increased by \$187,000 for Street Cut Paving Services for the Municipal Services Department. The combined total of the purchase orders has increased to \$385,000.

Recommendations:

Staff is providing notification to the City Council of the increase in expenditures.

Background:

Asphalt repairs are a result of damage to streets and roadways caused by infrastructure failures such as pipe collapses, main breaks and other system restorations.

Council approved a multi-year contract with Davenport Construction on June 21, 2021, for the service of providing street cut repairs. This service provides asphalt repairs resulting from various maintenance and repair activities for the Sanitary and Storm Maintenance divisions of the Municipal Services Department for Fiscal Year 2024-2025.

There were two (2) \$99,000 blanket purchase orders that were issued during the first half of the fiscal year. Since that period, additional repairs have been performed, necessitating an increase in the purchase orders to the current amount. These change orders had to be processed to avoid a work stoppage.

Purchase order 25000216 for the Sewer Maintenance division has been increased to \$250,000 (\$151,000 increase). Purchase order 25000217 for the Storm Water division has been increased to \$135,000 (\$36,000 increase).

The division will request approval from Council if expenditures for these materials exceed ten (10) percent of the amount expended thus far in the fiscal year, provided that appropriations are available.

Emergency Justification:**Fiscal Impact:**

The revised total fiscal impact to the City is \$385,000.00. Funding for Street Cut Paving Services is included in the fiscal year 2024-2025 proposed budget, page 173 (Stormwater Division), \$135,000, account number (0135262-5226 and page 175 (Sanitary Division), \$250,000.00, account number (0305230-5226).

Council Action:

Department / Contact	Municipal Services /
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REVIEWERS

Richard Kemple
Nancy Cooper
Zachary Walker
Susanne Holland

ATTACHMENTS:

None