



## CITY COUNCIL Regular Meeting

January 21, 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. Pastor Mike Hall of Keystone Powerhouse Ministries 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. **Item Passes 7-0 Res. No. 7086**

### PROCLAMATIONS

### CONSENT AGENDA

1. Council action to approve the issuance of a Change Order to Purchase Order 24001495 with DynaTouch Corporation for utilities payment kiosks for the Municipal Services Department in the amount of \$79,092. The revised purchase order amount will be \$112,543.20. **Approved**
2. Council action is requested to enter into a contract with Truman Heritage Habitat for Humanity as a qualifying community housing development organization for the development of affordable housing, utilizing 2024-25 HOME program funds

## **Approved**

### **Reports and Recommendations of the City Manager**

#### **RESOLUTIONS**

1. 25-705 A Resolution for approval of an agreement between the City of Independence, Missouri, and the Independence Chamber of Commerce for the operation of the Independence Economic Development Partnership. **Postponed to Feb. 4 2025**
2. 25-706 A Resolution reappointing Lori Halsey and Jason White to the Advisory Board of Health **Approved Res. No. 7087**
3. 25-707 A Resolution appointing Robert Frazier to the Board of Building and Engineering Appeals **Approved Res. No. 7088**
4. 25-708 A Resolution appointing Stacey Anderson to the Street Improvement Oversight Committee **Approved Res. No. 7089**
5. 25-709 A Resolution appointing Tonia Haakonstad to the Independence Square Advisory Board **Approved Res. No. 7090**
6. 25-710 A Resolution appointing Melissa Cabrera, Director of Finance, to the Jackson County Board of Equalization **Approved Res. No. 7091**
7. 25-711 A Resolution appointing Charline Traylor to the Independence FIFA World Cup Advisory Committee **Approved Res. No. 7092**
8. 25-712 A Resolution appointing Grant Watkins Davis to the Storm Water Control Oversight Committee **Approved Res. No. 7093**

#### **REGULAR AGENDA**

#### **PUBLIC HEARING(S)**

1. A public hearing for the formation of the Blue Ridge Crossing – East Community Improvement District. This hearing was continued from January 6, 2025. **Full Public Hearing.**

#### **ORDINANCES**

1. 25-001 **2R** 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). **2R**

**Passes 7-0 Ord. No. 19648**

2. 25-003 **2R** An ordinance Repealing Ordinance No. 19521 Regarding Surplus Property  
**2R Passes 7-0 Ord. No. 19649**
3. 25-004 **2R** An ordinance amending Chapter 5, Article 11 Landlord Tenant Code, and  
Article 15 Rental Ready of the City Code. **2R Passes 7-0 Ord. No.19650**

**FIRST READING(S)**

1. 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**

**INFORMATION ONLY**

1. ***Please Note:*** *In accordance with RSMo. 610.021, the City Council may convene in an Executive Session during or after the meeting, in the Council Chambers and move to Conference Room D for the closed meeting, on matters of litigation, legal action, and/or attorney client communications, as permitted by Sec. 610.021(1), on matters of personnel, as permitted by Sec. 610.021(3) and personnel records, as permitted by 610.021(13), on matters of contracts, as permitted by 610.021(12), on matters of real estate, as permitted by 610.021(2) and/or matters of labor negotiations, as permitted by 610.021(9).*

**COUNCILMEMBER COMMENTS**

**ADJOURNMENT**

# City of Independence

## AGENDA ITEM COVER SHEET

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**Agenda Title:**

Council action to approve the issuance of a Change Order to Purchase Order 24001495 with DynaTouch Corporation for utilities payment kiosks for the Municipal Services Department in the amount of \$79,092. The revised purchase order amount will be \$112,543.20. **Approved**

**Recommendations:**

Staff recommends approval to issue the Change Order.

**Background:**

The Municipal Services Department has been working with DynaTouch Interactive Technologies (DynaTouch) to implement indoor and outdoor kiosks for customers to use when paying their utility bills. A purchase order was issued last fiscal year for one kiosk. Since then, there has been an additional request for outdoor kiosks, necessitating a revised purchase order. DynaTouch was selected as the supplier for these kiosks because their system works with the city's current payment processor Invoice Cloud and billing software, Advanced Utility Software CIS Infinity, minimizing the risk of problems from the integration process.

Approval of this item shall authorize change orders up to an additional ten (10) percent of the new total amount of the purchase order.

**Emergency Justification:****Fiscal Impact:**

The total fiscal impact to the City is \$112,543.20. Funding for the Utilities Payment Kiosks is included in the fiscal year 2023-2024 budget, page 261, account number (0404822-6403), PYE Office Furniture and in the fiscal year 2024-2025 proposed budget, page 191, account number (0404822-5405), Other Machinery and Equipment.

**Council Action:**

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**Department /  
Contact**

Municipal Services /

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**REVIEWERS**

Richard Kemple

Nancy Cooper  
Jeremy Cover  
Zachary Walker  
Susanne Holland

**ATTACHMENTS:**

1. Dynatouch billpay kiosk quote, \$33,451.20
2. Dynatouch - Bill Payment Kiosks Outdoor Quote - Qty 2, \$79,092.00
3. Limited Source Form DynaTouch outdoor kiosks



## DynaTouch BillPay Kiosk: Budgetary Quote

DynaTouch, 9901 Broadway, San Antonio, TX 78217

sales@dynatouch.com | www.dynatouch.com | (210) 828-8343

Date: 05/29/24

City of Independence - Denise Clark

[dclark@indepmo.org](mailto:dclark@indepmo.org)

8163257696

Quote Expires on: July 1st, 2024

Type of Quote: Budgetary

Prepared By:

Jim Morris

O: (210) 828-8344 C: (512) 771-8951

jim.morris@dynatouch.com

| Kiosks  | Quantity |
|---------|----------|
| Indoor  | 1        |
| Outdoor | 0        |
| TTW     | 0        |

| Integrations      | Integration Partner |
|-------------------|---------------------|
| Payment Processor | Invoice Cloud       |
| CIS               | Advanced            |

|                                |   |
|--------------------------------|---|
| Number of Additional Locations | 1 |
|--------------------------------|---|

| Options                                          |                     |
|--------------------------------------------------|---------------------|
| Hardware                                         | Included & Quantity |
| Tap to Pay Credit Card Device (EMV)              | No (0)              |
| Kaba Mas Lock                                    | No (0)              |
| Cradlepoint Antenna (Cellular data not included) | Yes (1)             |
| Software / Integration                           |                     |
| Kiosk Konnect License Standard                   | 1,000 minutes       |
| Professional Services                            |                     |
| On site training & Installation                  | Yes                 |

| Language Options         |                    |
|--------------------------|--------------------|
| Core Languages           | Available on Kiosk |
| English                  | Yes                |
| Spanish                  | Yes                |
| Chinese                  | No                 |
| French                   | No                 |
| Tagalog                  | No                 |
| Vietnamese               | No                 |
| Premium Add On Languages |                    |
| Arabic                   | No                 |
| Armenian                 | No                 |
| German                   | No                 |
| Italian                  | No                 |
| Russian                  | No                 |

|                                                                   |                     | Annual SaaS                                      |                    |                    |                    |
|-------------------------------------------------------------------|---------------------|--------------------------------------------------|--------------------|--------------------|--------------------|
|                                                                   |                     | Warranty Services, Maintenance, License, Support |                    |                    |                    |
| Component                                                         | Purchase Price      | Year 2                                           | Year 3             | Year 4             | Year 5             |
| Hardware                                                          | \$ 17,889.20        |                                                  |                    |                    |                    |
| Design, Configuration, Installation, & Training                   | \$ 6,000.00         |                                                  |                    |                    |                    |
| Managed Services (Support, Maint, License, Warranty, IT services) | \$ 8,652.00         | \$9,397.38                                       | \$10,214.08        | \$11,109.61        | \$12,092.29        |
| Shipping & Handling                                               | \$ 910.00           |                                                  |                    |                    |                    |
| <b>Total</b>                                                      | <b>\$ 33,451.20</b> | <b>\$9,397.38</b>                                | <b>\$10,214.08</b> | <b>\$11,109.61</b> | <b>\$12,092.29</b> |

DynaTouch is a fully-owned subsidiary of Harris Computer Corporation

### Proprietary Notice:

This document includes information that shall not be disclosed outside the relationship between DynaTouch and the person, agency, or organization (the "Client") to which this document has been issued. This document shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the information contained within.

**DynaTouch Corporation**

9901 Broadway St Ste 115,  
San Antonio, Texas, 78217

**Quote Number:** 743001**Quote Type:** Open Market**Valid Through:** Dec 16, 2024**Payment Terms:** 50% Deposit**Prepared For**

City of Independence  
Denise Clark  
dclark@indepmo.org  
(816) 325-7696

**Prepared By**

Jim Morris  
jim.morris@dynatouch.com  
Direct: 512-771-8951  
Office: (210) 828-8343

| Line No. | Item & Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Qty |
|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
| 1        | <br>Outdoor BillPay Kiosk<br>- Freestanding stainless steel kiosk enclosure with a durable, scratch resistant powdercoat finish in 2 colors of your choice, hinged access service door with lock and key entry,<br>- LED Attractant Side Lighting<br>- 22" Daylight Readable, High Temp, Touchscreen Display with Vandal Resistant Glass<br>- Small Form Factor PC (Windows OS)<br>- Barcode Scanner<br>- Thermal Receipt Printer<br>- Web Camera<br>- 802.11 Wireless Connectivity<br>- Air Conditioner / Heater Unit<br>- PermaSeal Insert Mag Stripe Reader<br>- Check scanner<br>- 1000 Note Bill Validator with High Security Lock and 2 Keys<br>- 2 Secure lock boxes for Cash Handling<br>- Dual Amplified Speaker System<br>- All data and power cables, surge suppressors, vents, fans | 2   |
| 2        | BillPay Kiosk Software and Support Package<br>DynaTouch Warranty and ongoing support, with full hardware repair and replacement.<br>Kiosk Management Software, BillPay Administration Portal and BillPay Kiosk Software.<br>BillPay Kiosk end-user application support, live help desk and on-site technician assistance as required.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 2   |
| 3        | BillPay Kiosk Installation and Deployment<br>Kiosk unpacking and placement. All functional and physical security checks performed. Customer is responsible for ensuring electrical and network connectivity is in place and verified as working to avoid additional charges.<br>On-site training for the site is included.<br>Additional sites or training sessions may incur an additional fee.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 2   |
| 4        | Shipping & Handling<br>Shipping & Handling by DynaTouch                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 2   |

| Line No. | Item & Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Qty |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
| 5        | BillPay Kiosk Initial Configuration & Setup<br>One time setup fee that includes an allowance for services to configure the HUG Bill Pay Kiosk for Client's payment flow process, as well as tailor the solution to the specific CIS and Payment Processing providers.<br>- Project Kickoff, Preliminary Design Discussions, Content Coordination<br>- Solution Design & Implementation Planning<br>- Customized Skin (Logo Only)<br>- Customized Attract Loop Graphics (Logo and Color- 1 set)<br>- Services to Tailor Kiosk Signage Artwork Templates (Logo)<br>- End User Testing & Support | 2   |
| 6        | BillPay Kiosk Software and Support Package - Yr 2<br>DynaTouch Warranty- 1 year of live help desk support and full hardware repair/replacement with on-site service.<br>DynaTouch SaaS- 1 year of Kiosk Management Software and BillPay Kiosk Software with Administration Portal.<br><br>Pre-purchased 2nd year renewal.                                                                                                                                                                                                                                                                     | 2   |

**Total (Base Period)** \$ 79,092.00

**Year 2 Option** \$ 15,870.00

**Year 3 Option**

**Year 4 Option**

**Year 5 Option**

## Customer Notes

\*Total Base Period includes hardware with all professional services and 1 year of hardware warranty, software license(s), and customer support.

## Terms & Conditions

Pricing does not include any applicable sales tax.

Submission of payment or a valid signed purchase order by the customer, reseller, or authorized agent on behalf of the customer is considered consent to all DynaTouch terms and conditions attached to this quote.

### Contract Terms

DynaTouch will provide one or more kiosks, as well as additional and necessary services, pursuant to the within and foregoing Quote. The kiosks will be provided as a Purchase of the Kiosks ("Standard Purchase").

### Transfer of Ownership:

Unless specifically stipulated otherwise in writing, the transfer of ownership of goods takes place upon shipment. All goods are shipped FOB Origin to the destination specified by the customer or customers assigned agent.

### Rights Granted and Reserved:

The right to use the kiosks and the software is provided by DynaTouch (the "Platform") pursuant to the following conditions:

1. The Platform may be used by the Customer only as specifically provided in this Agreement or in a writing signed by DynaTouch.
2. Customer shall use the Platforms as provided and shall not (i) modify for any purpose other than in connection with Customer's primary business or operations; (ii) disassemble, decompile, reverse engineer, defeat license encryption mechanisms, or translate any part of DynaTouch Software, or otherwise attempt to reconstruct or discover the source code of the Software except and only to the extent that applicable law expressly permits, despite this limitation; (iii) modify or create derivative works of DynaTouch Software; (iv) rent, lease, lend, or use the Platform for time-sharing or bureau use or to publish or host platform for others to use; or (v) take any actions that would cause the Platform or its component Software to become subject to any open source or quasi-open source license agreement. Customer shall be wholly liable to DynaTouch for any misuse of the Software.
3. Customer acknowledges that the Platform, including all related Software, and all copies thereof and trade secrets and other intellectual property rights related thereto, are and shall remain the sole and exclusive property of DynaTouch. Except as expressly permitted herein, Customer agrees not to disclose or otherwise make available any part of the Platform to any third person.
4. Customer agrees to take reasonable and necessary precautions to secure and protect the Platform, the kiosks and the Software. Customer likewise agrees to provide a secure physical location with sufficient electrical power for all Platform equipment located at the Customer's site.

### Delivery

Estimated Delivery: 12-16 weeks after receipt of a signed agreement and purchase order including any agreed upon deposits for a Standard Purchase. Subject to supply chain availability. Delivery date will be confirmed during the initial project management phase of the project. All items are shipped FOB Origin.

#### Travel and Expenses

The customer is responsible for all travel and expenses incurred in the course of providing the goods or services specified in the agreement unless all and total travel expenses are already included in the approved quote by the customer. If included, as specified on the quote, no additional payments for travel or travel related expenses beyond the original signed quote will be incurred unless agreed to in writing by and between parties. All travel will be in accordance with the DynaTouch travel policy and will be provided upon request. If customer agrees in any future agreement to be responsible for requested travel-related expenses, customer agrees to pay all travel and expenses in full within 45 days of receipt of the invoice. If the customer disputes any travel and expense charges, they must provide documentation of the disputed charges within 14 days of receipt of the invoice.

#### Term

The initial term will begin upon shipment of goods and end on the agreed upon total term of the signed quote. For ongoing payment obligations such as maintenance, this Agreement shall automatically renew for an additional twelve (12) month term(s) unless one party gives the other one-hundred and twenty (120) days prior written notice of termination at the end of the Term as defined below or upon termination of this Agreement, whichever occurs first, both parties agree the Customer will remit any remaining outstanding balance owed. The Term and all Renewals shall not exceed five (5) years. DynaTouch may adjust prices for ongoing obligations in successive twelve (12) month terms, provide that notice of any price increases must be provided to Customer at least 150 days prior to the termination of any term.

The Initial period of performance begins on the date of shipment of goods. Additional periods of performance will be defined in subsequent annual maintenance and support renewal quotes and will be for 12 months.

#### Termination

Either party may terminate this Agreement immediately upon notice to the other party if the other party materially breaches this Agreement, and such breach remains uncured for more than thirty (30) days after receipt of written notice of such breach. There is no termination for convenience. In the event of termination for cause other than for breach by DynaTouch, all sums due and owing under this Agreement shall immediately become due and payable.

Upon termination, Customer is responsible for and retains title to and ownership of the kiosk hardware. Any Software Licenses are not transferrable and not authorized for use without a current support agreement. It is specifically understood that early termination for any reason accelerates all remaining outstanding payments and immediately transfers full ownership of the kiosk to the Customer.

#### Limitation of Liability

DynaTouch and Customer recognize that circumstances may arise entitling the Customer to damages for breach or other fault on the part of DynaTouch arising from this Agreement. The parties agree that in all such circumstances the Customer's remedies and DynaTouch's liabilities will be limited as set forth below and that these provisions will survive notwithstanding the termination or other discharge of the obligations of the parties under this Agreement.

- i. BOTH PARTIES AGREE THAT, EXCEPT FOR CLAIMS ARISING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF DYNATOUCH, DYNATOUCH'S ENTIRE LIABILITY (UNDER CONTRACT OR IN TORT INCLUDING FUNDAMENTAL BREACH, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), IF ANY, FOR ANY DAMAGES RELATING TO OR ARISING FROM OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT OF THE PURCHASE ORDER. IN THE EVENT OF A PURCHASE ORDER EXCEEDING FIVE HUNDRED THOUSAND US DOLLARS THE LIMITATION OF LIABILITY WILL BE CAPPED AT FIVE HUNDRED THOUSAND DOLLARS IN TOTAL.
- ii. IN ADDITION TO THE FOREGOING, DYNATOUCH SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOST REVENUE OR LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF DATA, FAILURE TO REALIZE EXPECTED SAVINGS, OR COST OF SUBSTITUTE GOODS OR SERVICES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF CUSTOMER HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH LOSS OR DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
- iii. CLAUSES (i) AND (ii) SHALL APPLY IN RESPECT OF ANY CLAIM, DEMAND OR ACTION BY A PARTY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING SUCH CLAIM, DEMAND OR ACTION, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, RESCISSION OF CONTRACT, OR TORT.
- iv. UNDER NO CIRCUMSTANCES WILL DYNATOUCH BE RESPONSIBLE FOR ANY SERVICES RELATED TO THE RECEIPT OF CASH FROM CUSTOMERS (INCLUDING THE QUALITY OF BILLS TENDERED) OR ITS REMOVAL VIA ARMORED CAR OR OTHERWISE.

#### Payment

The Period of Performance (POP) is defined as the date of shipment through the duration specified on the quote.

Unless otherwise specified in the Quote, a 50% deposit is due with order; balance due when ready to ship.

We reserve the right to amend your payment terms if requested credit information is insufficient. Credit card purchases are acceptable, subject to additional standard fees charged to the customer of 3.5% of total amount charged. DynaTouch accepts VISA and MasterCard. Credit card orders require full cardholder information at the time of placing an order. The Tender of Delivery Notice may be transmitted electronically. State resale license required for nontaxable purchases in the state of Texas.

Return check charges imposed are \$35 for all returned checks. Governmental entities are extended NET 30 Payment terms. The tender of Delivery Notice may be transmitted electronically.

Return Policy for Standard Purchases All sales are final.

#### Default

You are in default of this Agreement if you or the respective reseller: (a) fail to pay the Balance Due by the due date, (b) breach any other term or condition of this Agreement, (c) have made a material misrepresentation or misstatement in the Application, financial statement or other document submitted to us in connection with this Agreement, (d) become the subject of a bankruptcy, receivership or other insolvency proceeding. If you default on this Agreement, we may (i) declare all amounts owed on this Agreement to be immediately due and payable, (ii) commence a collection action for all amounts owed on this Agreement, (iii) retain and/or repossess all goods purchased on this Agreement and otherwise foreclose and enforce our Security Interest in accordance with applicable law, (iv) exercise all other rights and remedies accorded to us by law. If for any reason this Agreement terminates prior to the end of a term, you agree that any remaining obligations for payment pursuant to this agreement will be immediately due and owing.

#### Warranty

DynaTouch hereby warrants that each component manufactured or supplied directly by DynaTouch will be free of defects in material and workmanship for a period of one (1) year after shipment (the "Warranty Period"), with optional extended warranties offered (see Quote details). During the Warranty Period, if On-Site Maintenance Services are NOT included, Customer shall return defective parts to DynaTouch at DynaTouch's expense. DynaTouch shall repair or replace any defective component within thirty (30) days of receipt, at DynaTouch's expense, including all return shipping expenses. Notwithstanding the foregoing, this warranty shall include, without limitation, all metal and plastic parts, fabrications, and formations whether or not a warranty is provided by the manufacturer, subcontractor, or supplier thereof. DynaTouch does not warrant any component supplied by customer or its suppliers. DynaTouch's warranty may be voided by misuse, accident, modification, unsuitable physical or operating environment, improper maintenance by Customer or Customer's service organizations, removal or alteration of part identification, or failure caused by a product for which DynaTouch is not responsible.

#### Warranty Disclaimer

DYNATOUCH DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES OF ANY NATURE EXCEPT THOSE EXPRESSLY STATED HEREIN. DYNATOUCH WILL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, NOR FOR ANY DAMAGES OR DELAYS CAUSED BY CIRCUMSTANCES BEYOND OUR CONTROL, INCLUDING, WITHOUT LIMITATION, LABOR PROBLEMS, SHORTAGE OF GOODS OR RAW MATERIALS, FIRE, FLOOD, WEATHER OR OTHER ACTS OF GOD.

#### Governing Law

This Agreement is governed by and construed in accordance with the laws of the State of Texas, without reference to the conflicts of laws provisions thereof; provided, however, that the Uniform Computer Information Transaction Act will not apply even if adopted as part of the laws of said. The United Nations Convention on Contracts for the International Sale of Goods (UNCCISG) does not apply to this Agreement. This Agreement shall not be interpreted in favor of or against a party on account of drafting.

#### Assignment

DynaTouch may not sell, assign and/or transfer any or all of this Agreement or any balances due thereunder without your consent which consent shall not be unreasonably withheld. You may not sell, assign or transfer your Obligation without DynaTouch's consent which consent shall not be unreasonably withheld.

#### Insurance

1. Cyber Liability/Technology Errors & Omissions: DynaTouch shall maintain Technology Errors & Omissions, or equivalent insurance with coverage for cyber liability and security breach with a limit of liability not less than \$1,000,000 per occurrence, and \$2,000,000 per aggregate. For policies written on a "claims-made" basis, DynaTouch warrants the Retroactive Date equals or preceded the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, DynaTouch shall purchase a SERP with a minimum reporting period not less than three (3) years. The requirement to purchase a SERP shall not relieve DynaTouch of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form.

2. Commercial General Liability: DynaTouch shall maintain Commercial General Liability insurance at a limit of liability not less than \$500,000.00 combined single limit for property damage and bodily injury each occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.

#### IT Obligations

DynaTouch will

- Establish and maintain agency procedures for IT security incident management to ensure timely response and notification to a cybersecurity incident. At minimum:
  - o Notify Community Services within 10 days of a cybersecurity event, including but not limited to a compromised email account, unauthorized access to a database, or ransomware.
  - o Cooperate fully with the Community Services /County cybersecurity incident response team in the event Community Services data is compromised.
  - o Provide Community Services with an after-action report summarizing the incident, the incident's resolution and any insights gained due to the incident.
- DynaTouch's data privacy and information security procedures and protocols shall be made available to the Customer and meet Community Services requirements for the return, destruction, or disposal of information in the service provider's possession at the end of the agreement.
- DynaTouch must use Customer-approved VPN software to access internal systems. (if applicable—needed if you are connected to one of our systems)

#### Compliance with laws

In its performance pursuant to this Agreement, DynaTouch will comply with all material and applicable federal, state and local laws.

#### U.S. Government End Users

Any Software licensed hereunder (i) was developed exclusively at private expense; (ii) is a trade secret of Harris for the purposes of the Freedom of Information Act; (iii) is "commercial computer software" subject to limited utilization (Restricted Rights); and (iv) including all copies of the Software, in all respects is and shall remain proprietary to Harris or its licensors. Use, duplication or disclosure by the U.S. Government or any person or entity acting on its behalf is subject to restrictions for software developed exclusively at private expense as set forth in: (i) for the DoD, the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 and/or 252.227.7014 or any successor clause, and (ii) for all government agencies, the Commercial Computer Software – Restricted Rights clause at FAR 52.227-19 or any successor clause. The U.S. Government must refrain from changing or removing any insignia or lettering from the Software or from producing copies of the Software and manuals (except one copy of the Software for backup purposes). Use of the Software shall be limited to the facility for which it was acquired. All other U.S. Government personnel using the Software are hereby on notice that use of the Software is subject to restrictions that are the same as, or similar to, those specified above. The manufacturer/owner is N. Harris Computer Corporation, 1 Antares Drive, Suite 400, Ottawa, ON K2E 8C4.

#### Entire Agreement

This Agreement constitutes the entire agreement between you and DynaTouch and supersedes all of our prior written and oral agreements and understandings relating to the subject. DynaTouch may at any time, subject to applicable law, change or alter the terms and conditions stated herein governing the Agreement. DynaTouch, within this agreement is referred to as "DynaTouch" and the words "you" and "your" refer to the Customer for which this quote is being processed. This Agreement will not be interpreted more favorably for or against a party on account of drafting.

## PROCUREMENT LIMITED SOURCE JUSTIFICATION Purchases Above \$5,000

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>A Limited source is defined as:</b><br/>A purchase that is clearly and legitimately limited to a single source or supply.</p> <p>A. If more than one company can respond to your specifications, it is not a Limited source.</p> <p>B. The use of Limited source purchases shall be limited only to specific instances, which are totally justified to satisfy compatibility or technical performance needs.</p> <p><b>All Limited source purchases shall follow the City of Independence Procurement Policy Section 13.A - B.</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <p><b>I REQUEST THAT THE REFERENCED PURCHASE BE DECLARED A LIMITED SOURCE PURCHASE.</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <p><b>Proposed supplier name and address: DynaTouch Interactive Technologies, 9901 Broadway, San Antonio, TX 78217, 210-828-8343</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <p><b>Estimated cost: \$79092.00</b></p>                                                                                                                                                                                                                                                                                                                                                                                                |
| <p><b>Purchase Requisition #:</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <p><b>Munis Vendor ID #</b><br/><b>Or attach Supplier's W-9 Form</b></p>                                                                                                                                                                                                                                                                                                                                                                |
| <p><b>This is a Limited or Limited source purchase because (Check all that apply):</b></p> <p><input type="checkbox"/> <b>Licensed or patented</b> – supplier has a license or patent that makes them the Limited provider.</p> <p><input type="checkbox"/> <b>One-of-a-kind</b> – there are no competitive alternatives available on the market.</p> <p><input type="checkbox"/> <b>Limited Distributor</b> – Supplier is the Limited distributor for the region or municipality</p> <p><input checked="" type="checkbox"/> <b>Compatibility</b> – must match existing brand or equipment for compatibility.</p> <p><input type="checkbox"/> <b>Warranty/Replacement part</b> – for a specific brand or factory authorized warranty services.</p> <p><input type="checkbox"/> <b>Grant</b> – Requirements for specific goods/services established in the grant language. Attach grant for support.</p> <p><input type="checkbox"/> <b>Unique design</b> – must meet physical design or quality standards.</p> <p><input type="checkbox"/> <b>Public Utility Services</b> – Necessary adjustment of utility facilities</p> <p><input type="checkbox"/> <b>Other</b> - _____</p> <ul style="list-style-type: none"> <li>• If the justification for Limited source is "Standardization" then additional supporting documentation must be provided. *</li> <li>• Procurements of items which the City has established a standard of designating a brand name or manufacturer or by pre-approving via testing shall be competitively bid if there is more than one supplier for the item.</li> </ul> |                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <p><b>Describe the proposed goods or services.</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <p>Installation of one one indoor payment kiosks customers to pay at City Hall to eliminate Comm Dev processing utility payments. With implementation of CIS cash register the balancing has changed to meet the needs of business units for the utilities, creating more work for Comm Dev. These devices are compatible with existing billing software and current payment processor.</p>                                             |
| <p><b>What are the specific <u>necessary</u> features that this supplier provides that are not available from other suppliers?</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <p>This vendor currently works with our current payment processor Invoice Cloud and our billing software Advanced Utility Software CIS Infinity, minimizing the risk of problems from the integration process.</p>                                                                                                                                                                                                                      |
| <p><b>Describe your efforts to identify other potential sources and how similar goods or services are <u>unable</u> to meet the required objective.</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <p>There are limited options for payment kiosks that integrate with existing billing software CIS Infinity and our current payment processor, this kiosk is compatible with both vendors. By utilizing this vendor it should not require a SOW which would be needed to intergrate with other kiosk companies, increasing the cost of installation for these kiosks. DynaTouch currently has a partnership with Harris Corporation.</p> |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                            |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| *Testing and Evaluations performed to support standardization.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                            |
| *How will standardization support the department/agency?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Provides a option for customers to pay without entering the building and creates a place for payments to be taken 24/7 at customer convenience when using the kiosks. These kiosks may also be able to be placed in other locations within the city of payment acceptance. |
| Is this a one-time procurement?<br>X No* <input type="checkbox"/> Yes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | *On-going Limited Source procurement requires justification to be renewed <u>every two years.</u>                                                                                                                                                                          |
| <b>PRICE REASONABLENESS (Check all that apply and attach back-up documentation)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                            |
| <div> <input type="checkbox"/> I reviewed the proposed price to current published catalog, price lists, or market prices as documented in the attachments and the proposed price is similar or less. <b>Attach relevant documentation.</b> </div> <div> <input checked="" type="checkbox"/> Based on my knowledge of the market, my experience of prior similar proposals, or knowledge imparted by technical experts.         </div> <div> <input type="checkbox"/> The price is set by law or regulations.         </div> <div> <input type="checkbox"/> Other: _____         </div> <div> <input checked="" type="checkbox"/> Back-up documentation is attached.         </div>                                                                                                                                   |                                                                                                                                                                                                                                                                            |
| <b>STATEMENT OF NEED AND CERTIFICATION:</b><br>My department's recommendation for Limited source is based upon an objective review of the product/service required and appears to be in the best interest of the City of Independence. I know of no conflict of interest on my part or personal involvement in any way with this request. No gratuities, favors or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on my request to Limited source this purchase when there are other known suppliers to exist.<br><br>By submitting this form to Munis, I hereby certify that this justification for Limited source procurement is accurate and complete to the best of my knowledge and belief. |                                                                                                                                                                                                                                                                            |
| Printed/Typed Name:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Title:                                                                                                                                                                                                                                                                     |

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

# City of Independence

## AGENDA ITEM COVER SHEET

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**Agenda Title:**

Council action is requested to enter into a contract with Truman Heritage Habitat for Humanity as a qualifying community housing development organization for the development of affordable housing, utilizing 2024-25 HOME program funds **Approved**

**Recommendations:**

Staff recommends approval.

**Background:**

The City of Independence receives Home Investment Partnerships Program (HOME) funds from the United States Department of Housing and Urban Development (HUD). HOME funding is granted to the City for the development of affordable housing, benefiting low to moderate-income households. The City's Comprehensive Plan, Imagine 2040, the City's 2024-25 Action Plan, and the City-Wide Independence Housing Study helped identify the City's housing needs and long-range planning goals. As a result, HOME-funding strategies will help ensure quality affordable housing development throughout Independence.

To facilitate this process, the City requested proposals that aligned with our housing development objectives delineated by the City's Five-Year Consolidated Plan. Housing objectives include housing preservation that will rehab existing housing stock and develop newly affordable for-sale housing units. Applicants who wish to submit a proposal are required to comply with the HOME Investment Partnerships Program regulations.

With the 2024-25 HOME program funds Truman Heritage Habitat for Humanity plans to acquire and develop up to three single homes on vacant residential properties previously acquired by the organization for affordable housing to work towards homeownership opportunities for qualified low-income households between 50-80% Area Median Income.

**Emergency Justification:****Fiscal Impact:**

The contract will authorize expenditure of \$71,786.00 in Community Housing Development Organization (CHDO) Project funds, \$23,928.00 in CHDO Operating funds and \$342,007.52 in Single & Multi-Family Housing Project. (Accounts 0096805.5406.700 for project funds, 0096805.5226.700 for CHDO operating funds and 0096803.5406.505 Single & Multi-Family Housing Project) from the 2024-25 program year Department of Housing and Urban Development HOME Program funds.

**Council Action:**

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|                                 |                         |
|---------------------------------|-------------------------|
| <b>Department /<br/>Contact</b> | Community Development / |
|---------------------------------|-------------------------|

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**REVIEWERS**

Tom Scannell  
Jeremy Cover  
Meagan Borth  
Melissa Cabrera  
Zachary Walker  
Susanne Holland

**ATTACHMENTS:**

None

# City of Independence

## AGENDA ITEM COVER SHEET

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**Agenda Title:**

25-705 A Resolution for approval of an agreement between the City of Independence, Missouri, and the Independence Chamber of Commerce for the operation of the Independence Economic Development Partnership. **Postponed to Feb. 4 2025**

**Recommendations:**

Staff recommends approval of the agreement for the operation of the Independence Economic Development Partnership.

**Background:**

On November 9, 2022, the City Council adopted Resolution 6872, which established the Independence Economic Development Partnership. The term of the initial contract was for a period of two-years. City and Chamber staff have drafted an updated agreement. The impactful changes between the proposed agreement and the agreement approved by Resolution 6872 include:

1. An increase in annual funding from \$140,000 to \$165,000.
2. The contract period will increase from two (2) to three (3) years.
3. Clarification that the Chamber Board and the City Council have equal input on how the Advisory Committee is selected, and that the Advisory Committee also advises the City Council.
4. Clarification that the division chairperson for economic development of the Chamber Board of Directors is the chairperson of the Advisory Committee, as outlined in the Chamber by-laws.
5. That the vice-chairperson of the Advisory Committee can be elected from the Advisory Committee, and does not need to be a member of the Chamber Board of Directors.
6. That an annual work plan be submitted to and approved by the City Council and Chamber Board of Directors.
7. An increase of spots on the Advisory Committee for the City from two (2) to six (6). Currently, one (1) City Council member and the City Manager serve on the Committee. The change will add another City Council member, the Assistant City Manager who oversees economic development, the Independence Power and Light Director and the Community Development Director.
  1. The Resolution attached appoints Councilmembers Fears and McCandless to the Advisory Committee on behalf of the City Council.

**Emergency Justification:****Fiscal Impact:**

The fiscal impact to the City is \$165,000. As the previous contract had a fiscal impact to the City of \$140,000, this contract is a \$25,000 increase. Funds are available for fiscal year 2024-25, and funds will need to be budgeted moving forward in fiscal years 2025-26, 2026-27, and 2027-28.

Funding for the Independence Economic Development Partnership is included in the fiscal year 2024-25 budget in the following areas:

- Page 182, account number 0306530-5240, Municipal Services Sanitary Sewer Non-Departmental (\$22,400).
- Page 195, account number 0406540-5240, Water Non-Departmental (\$29,400)
- Page 270, account number 0206520-5240, Power and Light Non-Departmental (\$88,200).

\$12,500 of the \$25,000 increase will come from the following areas for fiscal year 2024-25.

- Page 270, account number 0206520-5240, Power and Light Non-Departmental (\$5,000).
- Page 275, account number 0024205-5213, City Memberships Dues and Memberships (\$7,500)

The remaining \$12,500 of the \$25,000 increase will need to be budgeted in fiscal year 2025-26.

**Council Action:**

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| Department /<br>Contact | City Manager / |
|-------------------------|----------------|
|-------------------------|----------------|

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**REVIEWERS**

Jeremy Cover  
Melissa Cabrera  
Zachary Walker  
Susanne Holland

**ATTACHMENTS:**

1. IEDP Resolution
2. City Chamber Economic Development Contract

BILL NO. \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF INDEPENDENCE, MISSOURI, AND THE INDEPENDENCE CHAMBER OF COMMERCE FOR THE OPERATION OF THE INDEPENDENCE ECONOMIC DEVELOPMENT PARTNERSHIP.

WHEREAS, the City believes it is important to support and promote quality development to create a sustainable community providing a high quality of life; and,

WHEREAS, on November 9, 2022, the City Council adopted Resolution 6872 which established the Independence Economic Development Partnership; and,

WHEREAS, Resolution 6872 established a two-year period of service; and,

WHEREAS, the Chamber has offered to continue to contract with the City for the implementation of programs to promote the general economic growth of the City; and,

WHEREAS, the City and the Chamber support the continuation of the Partnership for the purpose of promoting industrial, commercial, office and residential growth; and,

WHEREAS, the City deems it in the public interest to enter into this Agreement and agree to the operation of the Independence Economic Development Partnership for the above stated purposes of advancing, maintaining and encouraging economic development activities in the City.

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

Section 1. That the agreement between the City of Independence, Missouri and the Independence Chamber of Commerce for the operation of the Independence Economic Development Partnership is hereby approved.

Section 2. That Councilmember Jared Fears and Councilmember Bridget McCandless are appointed to the Advisory Committee of the Independence Economic Development Partnership on behalf of the City Council.

Section 3. That the City Manager of the City of Independence, Missouri, is hereby authorized and directed to execute, for and on behalf of said City the agreement between the City of Independence, Missouri and the Independence Chamber of Commerce for the operation of the Independence Economic Development Partnership.

PASSED THIS \_\_\_\_ DAY OF JANUARY 2025 BY THE CITY COUNCIL OF THE  
CITY OF INDEPENDENCE, MISSOURI.

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

ATTEST:

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City Clerk

APPROVED AS TO FORM AND LEGALITY:

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City Counselor

REVIEWED BY:

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City Manager

AGREEMENT BETWEEN THE CITY OF INDEPENDENCE, MISSOURI  
AND THE INDEPENDENCE CHAMBER OF COMMERCE FOR THE OPERATION OF THE  
INDEPENDENCE ECONOMIC DEVELOPMENT PARTNERSHIP

THIS AGREEMENT made and entered effective the \_\_\_\_ day of \_\_\_\_\_, 2025  
by and between the CITY OF INDEPENDENCE, a Missouri municipal corporation, hereinafter  
referred to as the "City" and the INDEPENDENCE CHAMBER OF COMMERCE, a Missouri not-for-  
profit corporation, hereinafter referred to as the "Chamber".

WITNESSETH:

WHEREAS, the City believes it is important to support and promote quality development to  
create a sustainable community providing a high quality of life; and

WHEREAS, the Chamber has offered to contract with the City for the implementation of  
programs to promote the general economic growth of the City; and

WHEREAS, the City and the Chamber support the creation of the Partnership for the purpose of  
promoting industrial, commercial, office and residential growth; and

WHEREAS, the City deems it in the public interest to enter into this Agreement and agree to the  
operation of the Independence Economic Development Partnership for the above stated  
purposes of advancing, maintaining and encouraging economic development activities in the  
City.

NOW THEREFORE, IT IS AGREED BETWEEN THE CITY AND THE CHAMBER THAT:

1. INDEPENDENCE ECONOMIC DEVELOPMENT PARTNERSHIP

- a. The Chamber shall continue to maintain and operate a division of the Chamber  
and a membership group known as the Independence Economic Development  
Partnership (the "IEDP") and it will operate as a public/private partnership. The  
function and purpose of the IEDP shall be promoting the economic welfare and  
growth of the City, including, but not limited to fostering and encouraging all  
facets of quality economic development which will have a significant impact on  
the economic growth of the City.
- b. All public sector and private sector funds received by the Chamber for  
participation in the IEDP shall be used for IEDP purposes.
- c. The CHAMBER Bylaws as established by the Chamber shall be consistent with the  
terms of this agreement. In the event of a conflict between the CHAMBER By  
Laws and this Agreement, the terms of this Agreement shall be controlling and, if  
required, the Chamber shall amend the Bylaws accordingly.

## 2. IEDP COMMITTEE

- a. The Chamber Board (the “Board”) shall appoint or otherwise provide a means for the selection or election of members of the IEDP to the IEDP Advisory Committee (the “Committee”). The officers of the Committee shall be selected in the manner determined by the Board and Independence City Council (the “Council”), with the Chair of the Committee being the division chair of economic development of the Board. The Committee shall serve in an advisory capacity to the Board and Council.
- b. The City shall have six (6) representatives on the Committee, which shall include two (2) City Councilmembers appointed by the Council, the City Manager or their designee, the Assistant City Manager overseeing economic development or their designee, the Community Development Director or their designee, and the Independence Power and Light Director or their designee.
- c. The Committee is charged with recommending, supporting, and implementing both long and short-range goals for marketing and promoting economic development in the City and monitoring progress toward those goals. The function of the Committee will be to assist the President and CEO of the Chamber in developing an annual work plan which supports the City's goals for economic development. The Committee shall meet at least quarterly and for special meetings when called by the IEDP Chairperson. The annual workplan shall be submitted within two (2) months of the effective date of this agreement and every one (1) year thereafter. The annual workplan shall be presented to and subject to approval by the Board and Council.

## 3. SCOPE OF SERVICES.

- a. The Chamber will be responsible for implementing and performing the following functions:
  - i. Development of an updated strategic plan for economic development which will be used as a framework for future work plans, to be submitted for Council approval within three (3) months of the effective date of this agreement.
  - ii. Retain and expand existing employers in the City of Independence by providing research services, access to State of Missouri economic development tools, site location assistance, and other relevant expertise.
  - iii. Develop and execute a comprehensive marketing program to promote economic activity in the City of Independence.
  - iv. Identifying locations and targeted industry opportunities for future retail, commercial, industrial, and residential growth and work to make them attractive for development to increase the number of quality jobs, median income, and utility customers in the City of Independence.
  - v. Proactively act as a staff member of the City's internal Economic Development Team by responding to and initiating, as needed, special projects, analysis, and negotiations advice on economic development

opportunities to recruit or retain businesses that strengthens the economic base of the city.

- vi. Provide quarterly reports on job retention, job creation, and capital investment to the City Manager and Council.
- vii. Formulate and manage a business retention program to assess market risks and trends and develop tactics for business retention. Such program shall be enumerated in detail in the adopted biannual workplan.
- viii. Actively recruit new businesses to Independence. Actively and strategically promoting the community.
- ix. Maintain active membership with the Kansas City Area Development Council (KCADC) to be paid via financial resources of the Chamber of Commerce and not as an additional fee to the City of Independence.

#### 4. PERFORMANCE MEASURES

- a. The effectiveness of the economic development program will be measured through the collection of data in the following areas:
  - i. Total number of new business licenses issued annually.
  - ii. Total number of annual business license renewals.
  - iii. Total commercial permit valuation.
  - iv. Total capital investment.
  - v. Total number of new jobs added and jobs retained.
  - vi. Total number of business retention visits per quarter.
- b. The Chamber will work with City staff to facilitate periodic strategic planning sessions regarding economic development and monitoring the progress of these performance measures.

#### 5. EFFECTIVE DATE

- a. The effective date of this contract shall be January 1<sup>st</sup>, 2025.

#### 6. PERIOD OF SERVICE

- a. The services shall be for three (3) years with the possibility of three (3) one-year renewal options.

#### 7. FINANCIAL AGREEMENTS

- a. Compensation for services will be set at a base amount of \$165,000.00 annually and will not decrease during the term of the agreement. The City at its discretion may increase the annual compensation which is budgeted for services based on the annually submitted work plan.
- b. The City may, at its discretion, provide funding to the Chamber to support the Work Plan as defined in this Agreement for each year this Agreement is in effect. Any unused balance from the amount provided by the City to the Chamber for the IEDP shall be carried forward from year to year by the Chamber in reserves and shall be used to support the Work Plan.

- c. The funding provided by the City shall be used to support the work plan specifically provided for in this Agreement, which support shall include in-kind, administrative, and overhead costs of the Chamber related to the Work Plan.
- d. Chamber shall provide City within ninety (90) days after the end of the Chamber's fiscal year a Statement of Revenue and Expenditures of the IEDP for the preceding fiscal year documenting the receipt and disbursement of funds received from the City pursuant to this Agreement, which accounting shall be in accordance with generally accepted accounting principles. Such documentation and accounting shall be a public record of the City. In the event such accounting is not provided to the City within said ninety (90) day period, the City shall not provide any funds to the Chamber unless and until the accounting is provided and the City may declare this Agreement terminated without further notice and the City shall be relieved of any and all obligations under this Agreement.
- e. The City shall make quarterly payments to the Chamber in equal amounts in the months of July, October, January, and April. Each payment will be preceded by an invoice from the Chamber.

#### 8. TERMINATION

- a. This agreement may be terminated by either party upon one hundred eighty (180) days written notice to the other party. Upon conclusion of the 180 days, the Chamber will deliver to the City all unexpended public funds paid by the City. If the City terminates this agreement under this provision, the City will pay reasonable encumbrances made by the Chamber pursuant to this agreement, but only to the extent that funds are on hand and budgeted and appropriated for that purpose at the time of termination.

#### 9. INDEMNITY

- a. Chamber agrees to and shall indemnify, hold harmless and defend the City, its officers, agents and employees from and against any and all claims, losses, damages, cause of action, suites and liability of every kind including all expenses of litigation, court costs, attorney fees for injury to or death of any person or for damage to or loss of property arising out of this Agreement or from any such cost or claims because of any act or omission, negligence or wrong doing of the Chamber or its agents, representatives, employees or assigns.

#### 10. INDEPENDENT CONSULTANTS

- a. This agreement does not create a joint venture, partnership, employer-employee relationship between the parties.

#### 11. TAX EXEMPT STATUS

- a. The Chamber represents that it is now an organization exempt from federal taxation of corporation under section 501 (c) 6 of the Internal Revenue code of the United States Code and will maintain that status for as long as this agreement is in effect.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals the last date written above.

**CITY OF INDEPENDENCE, MISSOURI**

**INDEPENDENCE CHAMBER OF COMMERCE**

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
President/CEO

ATTEST:

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Name: \_\_\_\_\_

APPROVED AS TO FORM:

Title: \_\_\_\_\_

\_\_\_\_\_  
City Counselor

# City of Independence

## AGENDA ITEM COVER SHEET

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**Agenda Title:**

25-706 A Resolution reappointing Lori Halsey and Jason White to the Advisory Board of Health **Approved Res. No. 7087**

**Recommendations:**

**Background:**

**Emergency Justification:**

**Fiscal Impact:**

**Council Action:**

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**Department /  
Contact**

**Council and Board /**

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**REVIEWERS**

Zachary Walker  
Susanne Holland

**ATTACHMENTS:**

1. Halsey and White Reappt to Adv BOH

BILL NO. \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION REAPPOINTING LORI HALSEY AND JASON WHITE TO THE  
INDEPENDENCE ADVISORY BOARD OF HEALTH OF THE CITY OF INDEPENDENCE,  
MISSOURI

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

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

WHEREAS, two terms have expired, creating two vacancies; and,

WHEREAS, the City Council deems it advisable to reappoint Lori Halsey and Jason White to the Independence Advisory Board of Health in Independence, Missouri, because of their qualities of leadership, temperance and judgment; and,

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

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

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

| <u>Name</u> | <u>Address</u>       | <u>Term Expires</u> |
|-------------|----------------------|---------------------|
| Lori Halsey | 24821 E. Truman Road | 11/06/2027          |
| Jason White | 1024 S. Forest       | 11/06/2027          |

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

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**Agenda Title:**

25-707 A Resolution appointing Robert Frazier to the Board of Building and Engineering Appeals **Approved Res. No. 7088**

**Recommendations:**

**Background:**

**Emergency Justification:**

**Fiscal Impact:**

**Council Action:**

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**Department /  
Contact**

**Council and Board /**

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**REVIEWERS**

Zachary Walker  
Susanne Holland

**ATTACHMENTS:**

1. R Frazier Appt to Board of Bldg and Eng Appeals

BILL NO. \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION APPOINTING ROBERT FRAZIER 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 27<sup>th</sup> day of June, 1977, create the Board of Building and Engineering Appeals within and for the City of Independence, Missouri; and

WHEREAS, due 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 Robert Frazier 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 |
|----------------|----------------------|
| Robert Frazier | 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:

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City Clerk

APPROVED AS TO FORM AND LEGALITY:

---

City Counselor

REVIEWED BY:

---

City Manager

# City of Independence

## AGENDA ITEM COVER SHEET

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**Agenda Title:**

25-708 A Resolution appointing Stacey Anderson to the Street Improvement Oversight Committee **Approved Res. No. 7089**

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

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**Department /  
Contact**

**Council and Board /**

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**REVIEWERS**

Zachary Walker  
Susanne Holland

**ATTACHMENTS:**

1. S Anderson Res 2025

BILL NO. \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION APPOINTING STACEY ANDERSON TO THE STREET IMPROVEMENT  
OVERSIGHT COMMITTEE

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

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

WHEREAS, due to the expiration of terms of office, vacancies have been created; and

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

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

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

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

| <u>Name</u>     | <u>Address</u>       | <u>Term Expires</u> |
|-----------------|----------------------|---------------------|
| Stacey Anderson | 3924 S. Milton Drive | 10/1/2028           |

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:

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City Clerk

APPROVED AS TO FORM AND LEGALITY:

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City Counselor

REVIEWED BY:

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City Manager

# City of Independence

## AGENDA ITEM COVER SHEET

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**Agenda Title:**

25-709 A Resolution appointing Tonia Haakonstad to the Independence Square Advisory Board **Approved Res. No. 7090**

**Recommendations:**

**Background:**

**Emergency Justification:**

**Fiscal Impact:**

**Council Action:**

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**Department /  
Contact**

Council and Board /

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**REVIEWERS**

Zachary Walker  
Susanne Holland

**ATTACHMENTS:**

1. T. Haakonstad Resolution Indep Square 2025

Independence Square Advisory Board  
Appt. T. Haakonstad  
1/21/25 SH

BILL NO. \_\_\_\_\_  
RESOLUTION NO. \_\_\_\_\_

A RESOLUTION APPOINTING TONIA HAAKONSTAD TO THE INDEPENDENCE SQUARE  
ADVISORY BOARD OF THE CITY OF INDEPENDENCE, MISSOURI.

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

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

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

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

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

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

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

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

| Name             | Address                            | Term Expiration |
|------------------|------------------------------------|-----------------|
| Tonia Haakonstad | 104 SW Greenbriar Dr. Blue Springs | 10/4/2027       |

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

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**Agenda Title:**

25-710 A Resolution appointing Melissa Cabrera, Director of Finance, to the Jackson County Board of Equalization **Approved Res. No. 7091**

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

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**Department /  
Contact**

**Council and Board /**

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**REVIEWERS**

Zachary Walker  
Susanne Holland

**ATTACHMENTS:**

1. Cabrera Appt to Jackson Co Board of Equalization Res

BILL NO. \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION APPOINTING MELISSA CABRERA, DIRECTOR OF FINANCE, FOR  
THE CITY OF INDEPENDENCE, TO THE JACKSON COUNTY BOARD OF  
EQUALIZATION WHEN SAID BOARD IS CONSIDERING ASSESSMENTS OF  
PROPERTY WITHIN THE CITY OF INDEPENDENCE

WHEREAS pursuant to Section 138.015 RSMo, the City Council of the City of Independence, Missouri, has the authority to appoint a representative of the Board of Equalization of Jackson County when the Board considers the assessment of property within the City of Independence and,

WHEREAS, the City Council deems it advisable to appoint Melissa Cabrera, Director of Finance as the City Representative to serve on the Jackson County Board of Equalization; and,

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

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

SECTION 1. That the City Council of the City of Independence, Missouri, hereby reappoints the following individual(s) to the Jackson County Board of Equalization for the indicated term or until duly succeeded by another person properly appointed and qualified:

| <u>Name</u>     | <u>Address</u>    | <u>Term Expires</u> |
|-----------------|-------------------|---------------------|
| Melissa Cabrera | 111 E. Maple Ave. | 4/30/2027           |

PASSED THIS \_\_\_\_\_ DAY OF JANUARY 2025 BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, AS FOLLOWS:

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

ATTEST:

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City Clerk

APPROVED AS TO FORM AND LEGALITY:

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City Counselor

REVIEWED BY:

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City Manager

# City of Independence

## AGENDA ITEM COVER SHEET

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**Agenda Title:**

25-711 A Resolution appointing Charline Traylor to the Independence FIFA World Cup Advisory Committee **Approved Res. No. 7092**

**Recommendations:**

**Background:**

**Emergency Justification:**

**Fiscal Impact:**

**Council Action:**

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**Department /  
Contact**

Council and Board /

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**REVIEWERS**

Zachary Walker  
Susanne Holland

**ATTACHMENTS:**

1. C. Traylor Resolution to FIFA Advisory Committee

FIFA Advisory Committee  
Appt. C. Traylor  
1/21/25 SH

BILL NO. \_\_\_\_\_  
RESOLUTION NO. \_\_\_\_\_

A RESOLUTION APPOINTING CHARLINE TRAYLOR TO THE INDEPENDENCE FIFA  
WORLD CUP ADVISORY COMMITTEE

WHEREAS, Kansas City has officially been selected as a host city for the 2026 FIFA World Cup and is the only host city in the Midwest; and,

WHEREAS, the City Council of the City of Independence, Missouri, did pursuant to Resolution No. 6984, passed on the 7th day of February, 2024, create the Independence FIFA World Cup Advisory Committee with and for the City of Independence, Missouri; and

WHEREAS, the City Council of the City of Independence, Missouri, agreed upon the appointment of 21 members who are residents in the Kansas City metropolitan area to this Committee, and;

WHEREAS, the City Council deems it advisable to appoint the following individual to said Independence FIFA World Cup Advisory Committee; and,

WHEREAS, this individual shall serve on this Committee until it is dissolved; and,

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

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

SECTION 1. That the City Council of the City of Independence, Missouri, hereby appoints the following individual to the Independence FIFA World Cup Advisory Committee of the City of Independence, Missouri, each to serve without compensation for the indicated term or until duly succeeded by another person properly appointed and qualified:

| <u>Name</u>      | <u>Address</u>     |
|------------------|--------------------|
| Charline Traylor | 210 W. Truman Road |

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

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**Agenda Title:**

25-712 A Resolution appointing Grant Watkins Davis to the Storm Water Control Oversight Committee **Approved Res. No. 7093**

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

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**Department /  
Contact**

**Council and Board /**

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**REVIEWERS**

Zachary Walker  
Susanne Holland

**ATTACHMENTS:**

1. G Watkins Davis Res to Storm Water Comm

BILL NO. \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION APPOINTING GRANT WATKINS DAVIS AS A MEMBER OF THE  
STORM WATER CONTROL OVERSIGHT COMMITTEE

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

WHEREAS, a term has expired, leaving a vacancy on the committee, and

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

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

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

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

| <u>Name</u>         | <u>Address</u>              | <u>Term Expires</u> |
|---------------------|-----------------------------|---------------------|
| Grant Watkins Davis | 4621 S. Eastland Center Dr. | 12/16/2029          |

PASSED THIS \_\_\_\_\_ DAY OF JANUARY 2025 BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, AS FOLLOWS:

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

ATTEST:

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City Clerk

APPROVED AS TO FORM AND LEGALITY:

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City Counselor

REVIEWED BY:

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City Manager

# City of Independence

## AGENDA ITEM COVER SHEET

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**Agenda Title:**

A public hearing for the formation of the Blue Ridge Crossing – East Community Improvement District. This hearing was continued from January 6, 2025. ***Full Public Hearing.***

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

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|                                 |                         |
|---------------------------------|-------------------------|
| <b>Department /<br/>Contact</b> | Community Development / |
|---------------------------------|-------------------------|

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**REVIEWERS**

Jeremy Cover  
Zachary Walker  
Susanne Holland

**ATTACHMENTS:**

None

# City of Independence

## AGENDA ITEM COVER SHEET

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**Agenda Title:**

25-001 **2R** 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). **2R Passes 7-0 Ord. No. 19648**

**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:**

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|                                 |                      |
|---------------------------------|----------------------|
| <b>Department /<br/>Contact</b> | Municipal Services / |
|---------------------------------|----------------------|

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**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 3 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 \_\_\_\_\_, 2025, 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

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**Agenda Title:**

25-003 **2R** An ordinance Repealing Ordinance No. 19521 Regarding Surplus Property  
**2R Passes 7-0 Ord. No. 19649**

**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:**

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**Department /  
Contact**

Legal /

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**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:

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City Clerk

APPROVED AS TO FORM AND LEGALITY:

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City Counselor

REVIEWED BY:

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City Manager

# City of Independence

## AGENDA ITEM COVER SHEET

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**Agenda Title:**

25-004 **2R** An ordinance amending Chapter 5, Article 11 Landlord Tenant Code, and Article 15 Rental Ready of the City Code. **2R Passes 7-0 Ord. No.19650**

**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:**

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|                                 |                         |
|---------------------------------|-------------------------|
| <b>Department /<br/>Contact</b> | 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
4. Ordinance - Landlord Tenant and Rental Ready Amendment Final Council Approved

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.

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

ATTEST:

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City Clerk

APPROVED AS TO FORM AND LEGALITY:

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City Counselor

REVIEWED BY:

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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.~~

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~~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.

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**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.

BILL NO. \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING CHAPTER ~~4~~ **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 ~~4~~ **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. The landlord shall provide the lessee or tenant an electronic or physical copy of the Independence Landlord/Tenant Guide.~~

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 submit all inspection records to the City upon completion of rental inspection and payment by the property owner. The City shall retain all records in accordance with the Missouri Sunshine Law and the Local Government Records Retention Schedule.**
- 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 to 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.

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

ATTEST:

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City Clerk

APPROVED AS TO FORM AND LEGALITY:

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City Counselor

REVIEWED BY:

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City Manager

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

# City of Independence

## AGENDA ITEM COVER SHEET

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**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:**

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|                                 |                         |
|---------------------------------|-------------------------|
| <b>Department /<br/>Contact</b> | Community Development / |
|---------------------------------|-------------------------|

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**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.

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

ATTEST:

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City Clerk

APPROVED AS TO FORM AND LEGALITY:

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City Counselor

REVIEWED BY:

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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:

| <b>NAME</b>              | <b>TERM (in years)</b> |
|--------------------------|------------------------|
| 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<br>110 N Carpenter St Chicago IL 60607     | \$561,216.00        |
| 2                | Blue Ridge Retail-06 LLC<br>470 NW Legacy Dr. KC MO 64155   | \$218,016.00        |
| 3                | Blue Ridge Retail-06 LLC<br>470 NW Legacy Dr. KC MO 64155   | \$640,000.00        |
| 4                | Blue Ridge Retail-06 LLC<br>470 NW Legacy Dr. KC MO 64155   | \$13,440.00         |
| 5                | Burlington East LLC<br>470 NW Legacy Dr. KC MO 64155        | \$1,856,000.00      |
| 6                | A & M Family LLC<br>202 E US Highway 40 Bates City MO 64011 | \$57,856.00         |
| 7                | Cinema East LLC<br>470 NW Legacy Dr. KC MO 64155            | \$108,992.00        |
| <b>Total AV</b>  |                                                             | <b>\$3,455,520</b>  |
| <b>Needed AV</b> |                                                             | <b>\$1, 727,761</b> |
| <b>Total PO</b>  |                                                             | <b>5</b>            |
| <b>Needed PO</b> |                                                             | <b>3</b>            |

**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%) | <b>\$190,000</b> | <b>\$193,800</b> | <b>\$197,676</b>    | <b>\$201,629.52</b> | <b>\$205,662.11</b> |
| 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          | <b>\$184,900</b> | <b>\$172,620</b> | <b>\$170,794.40</b> | <b>\$174,032.29</b> | <b>\$177,334.93</b> |

## 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:    | <b>Limited Liability Company</b> | 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:

Signer's telephone number:

Signer's mailing address:

If owner is an individual:

If owner is not an individual:

state what type of entity:

Single

Corporation

Limited Liability Company

Urban Redevelopment Corp.

Nonprofit Corporation

Married

General Partnership

Limited Partnership

Trust

Other:

Map and parcel number:

Assessed Value:

33-330-10-31-00-0-00-000 (MAP #6)

\$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:

Signature:

Name:

Title:

STATE OF

COUNTY OF

Be it remembered, that on this 7 day of August, 2024, before me, a Notary Public in and for the County and State aforesaid, came Abdel 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:

(34553 / 72627; 1031947.)

Ashley Nicholle Schwemmer  
NOTARY PUBLIC  
STATE OF MISSOURI  
Jackson County  
COMMISSION # 22571642  
My Commission Expires: March 6, 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 her/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 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