



CITY COUNCIL Regular Meeting

March 17, 2025

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

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

INVOCATION

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

THE PLEDGE OF ALLEGIANCE

ROLL CALL

CITIZEN REQUESTS

PROCLAMATIONS

CONSENT AGENDA

Reports and Recommendations of the City Manager

1. Council approval is requested to authorize the City Manager to execute a construction contract with Superior Bowen Asphalt Co., LLC, for an amount not to exceed \$2,180,880.67. This authorization includes the ability to approve future minor change orders not exceeding \$218,088 and/or time extensions, as needed, for asphalt overlay work under the Pavement Preventative Maintenance Project (Project No. 112201-11).
2. Council approval is requested for the 2025-2026 Liability Insurance Program with Obsidian Specialty Insurance Company with an estimated annual cost of \$875,000.
3. Council approval is requested to issue a purchase order in the amount of \$170,000.00

to MacQueen for turnout gear for the Fire Department.

4. Council approval is requested to enter into contracts with Complete Lawn Care Professionals, LLC and Galvan's Lawn & Landscape, LLC for Fiscal Years 2024-25 and 2025-26 for mowing services for the Parks, Recreation and Tourism Department (PRT), Independence Power & Light Department (IPL) and Municipal Services Department.
5. Council approval is requested to issue a purchase order for \$230,000 to PGAV Architects (PGAV) for a Feasibility Study for the National Frontier Trails Museum and Cultural Center for the Parks, Recreation and Tourism Department (PRT).
6. Council action is requested to approve the Construction Manager at Risk agreement with McCownGordon Construction on the Independence Municipal Commons (IMC) renovation project located at 20201 E. Jackson Drive, Independence, MO 64057.

RESOLUTIONS

1. 25-729 A Resolution amending the Personnel Policies and Procedures of the City of Independence, Missouri to update Article III (Recruitment, Selection, Probation, and Promotion) and Article V (Compensation and Benefits)
2. 25-730 A Resolution appointing Ted Luce and Terri Hoeflicker to the Independence Animal Welfare Committee
3. 25-731 A Resolution supporting the establishment of an Animal Cruelty Task Force to enhance animal welfare, law enforcement coordination, and community education in the City of Independence, Missouri. *(Sponsored by Councilmember Wiley)*

REGULAR AGENDA

PUBLIC HEARING(S)

1. A public hearing for the application to rezone the property at 10900 E. Truman Road from I-1, Industrial, C-2, General Commercial, and R-12, Two Family Residential, to I-1, Industrial. ***New Information Only.***

25-014 **2R** An ordinance approving a rezoning from Districts I-1 (Industrial), C-2 (General Commercial), and R-12 (Two-Family Residential) to District I-1 (Industrial) for the property at 10900 East Truman Road. **2R**

2. A public hearing for the application to rezone the property at 336 N. Hocker Avenue from I-1, Industrial, to R-6, Single Family Residential. ***New Information Only.***

25-015 **2R** An ordinance approving a rezoning from District I-1 (Industrial) to

District R-6 (Single-Family Residential) for the property at 336 N. Hocker Avenue. **2R**

3. A full public hearing for a Retail Selling of Intoxicating Liquor by the Drink License for Harvey's Happy Hour that will be located at 10129 E. US 40 Hwy. **Full Public Hearing.**

Council action is requested on the application received from Harvey's Happy Hour, LLC for Retail Selling of Intoxicating Liquor by the Drink for Harvey's Happy Hour that will be located at 10129 E. US 40 Hwy.

ORDINANCES

1. 25-013 **2R** An ordinance approving a Final Plat for Timber Creek Ranch - 5th Plat generally located north of Bundschu and Old Mill Road in Independence, Jackson County, Missouri. **2R**

FIRST READING(S)

1. 25-016 **1R** An ordinance authorizing the appropriation of no more than \$50,000,000 from the Missouri Development Finance Board to finance certain project costs for the City; approving the form of and authorizing the execution of a Financing Agreement with the Missouri Development Finance Board; and prescribing other matters relating thereto. **1R**
2. 25-017 **1R** An ordinance authorizing the acceptance of a monetary donation to the George Owens Nature Park (GONP) to establish a butterfly garden and adopting amendments to the Fiscal Year 2024-2025 budget, which was approved by Ordinance No. 19561. **1R**
3. 25-018 **1R** An ordinance authorizing the acceptance of funding from the US Department of Agriculture's Gus Schumacher Nutrition Incentive Program, through a recipient award from the Mid-America Regional Council (MARC) and sub-recipient Cultivate KC, which allocates \$11,992.50 to the City of Independence, Missouri, for nutrition incentives for the Double Up Food Bucks Program and adopting amendments to the Fiscal Year 2024-2025 budget, which was approved by ordinance NO. 19561. **1R**
4. 25-019 **1R** An ordinance approving a rezoning from Districts R-12 (Two-Family Residential) to District R-6 (Single-Family Residential) for the property at 1009 North Kiger Road. **1R**

INFORMATION ONLY

1. Independence Municipal Court Report for February 2025

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

COUNCILMEMBER COMMENTS

ADJOURNMENT

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council approval is requested to authorize the City Manager to execute a construction contract with Superior Bowen Asphalt Co., LLC, for an amount not to exceed \$2,180,880.67. This authorization includes the ability to approve future minor change orders not exceeding \$218,088 and/or time extensions, as needed, for asphalt overlay work under the Pavement Preventative Maintenance Project (Project No. 112201-11).

Recommendations:

Council approval is recommended.

Background:

This is a contract for the asphalt overlay portion of the annual pavement maintenance program.

There were 5 construction bids for this project:

Superior Bowen Asphalt Co., LLC	\$2,180,880.67
Tandem Paving Co., Inc.	\$2,202,562.04
Amino Brothers Co., Inc.	\$2,388,962.40
Metro Asphalt, Inc.	\$2,463,905.52
Ideker, Inc.	\$2,819,992.00

Superior Bowen has a proven track record of successfully completing similar projects for the City to a high standard. Their bid is recommended for approval for this contract.

The Pavement Preventative Maintenance Operations Project (Project No. 112201) provides annual funding for contracted pavement maintenance. This project includes asphalt overlay, sealing, and crack filling on designated streets throughout the City.

Emergency Justification:**Fiscal Impact:**

The total fiscal impact to the City is \$2,398,968.67, including contingency. Funding for the Pavement Preventative Maintenance Operations Project (Project No. 112201) is allocated in the FY 2025 budget (page 203) under account number 112201-C-0517051-5406.

Council Action:

Department / Contact	Municipal Services /
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REVIEWERS

Richard Kemple
Melissa Cabrera
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Official Bid Tab Summary - ITB #25004 - FY25 Overaly 112201-11
2. Construction Contract - Superior Bowen - FY 25 Overlay - Project No. 112201-11
3. Management Analyst Asphalt Overlay Memo

Invitation to Bid #25004 - Bid Tabulation Results	
FY25 Pavement Maintenance - Asphalt Overlay	
CITY PROJECT NO. 112201-11	
20-Feb-25	
Contractor	Base Bid
Superior Bowen	\$ 2,180,880.67
Tandem Paving Co., Inc.	\$ 2,202,562.04
Amino Brothers Co., Inc.	\$ 2,388,962.40
Metro Asphalt, Inc.	\$ 2,463,905.52
Ideker, Inc.	\$ 2,819,992.00

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 17th day of March of 2025, by and between the CITY OF INDEPENDENCE, MISSOURI, acting through the City Manager, thereunto duly authorized to do so, Party of the First Part and hereinafter called the Owner; and
Superior Bowen Asphalt, Co. LLC,
a LLC of the State of Missouri, Party of the Second Part hereinafter called the Contractor, WITNESSETH:

THAT WHEREAS the Owner has caused to be prepared, in accordance with the law, specifications, plans and other contract documents for the work herein described, and has approved and adopted said documents, and has caused to be published in the manner for the time required by law, an advertisement for and in connection with the construction of items in accordance with the terms of this contract known as FY 25 Asphalt Overlay - Preventative Pavment Maintenance Project No. 112201-11; and,

Whereas the said Contractor, in response to such advertisement, has submitted to the Owner in the manner and at the time specified, a sealed Proposal in accordance with the terms of said advertisement; and,

Whereas the Owner, in the manner prescribed by law, has publicly opened, examined and canvassed the Proposals submitted in response to the published invitation therefore, and as a result of such canvass has determined and declared the aforesaid Contractor to be the lowest or best bidder for the said work and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in the Contractor's Proposal, a copy therefore being attached to and made a part of this contract agreement.

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the Parties to these presents have agreed and hereby agree, the Owner for itself and it's successors, and the Contractor for itself or themselves, or it's, or their successors and assigns, or it's or their executors and administrators, as follows:

ARTICLE 1. That the Contractor shall

- a. furnish all tools, equipment, supplies, insurance, superintendence, transportation and other construction accessories, services and facilities;
- b. furnish all materials, supplies and equipment specified and required to be incorporated in and form a permanent part of the completed work;
- c. provide and perform the necessary labor and, in a good, substantial and workmanlike manner, in accordance with the general provisions and technical specifications of this contract, which are attached hereto and made a part hereof, and in conformity with the contract plans and specifications designated and identified therein;

- d. make payment of all wages in conformance with the official schedule of wage rates as determined by the Labor and Industrial Relations Commission of the Missouri Department of Labor and Industrial Relations, and in compliance with the Prevailing Wage Law of Missouri, all as set forth in the general provisions which are attached hereto and made a part hereof by reference, perform and observe all of the terms, agreements, requirements and conditions contained in the general provisions and technical specifications which are attached hereto and made a part hereof by reference;
- e. execute, construct and complete all work included in and covered by the Owner's official award of this contract to the said Contractor, such award being based on the acceptance by the Owner of the Contractor's Proposal (or part thereof if Owner so elects).

ARTICLE 2. That the Owner shall pay to the Contractor for the performance of the work embraced in this contract, and the Contractor will accept as full compensation therefore, a sum (subject to change orders approved by the City Council) not to exceed Two-Million, One-Hundred Eighty Thousand, Eight-Hundred Eighty, and 67/100 Dollars (\$ 2,180,880.67) for all work covered by and included in the contract award and designated in the foregoing Article 1; payment thereof to be made in the manner provided in the general provisions hereto attached.

ARTICLE 3. That the Contractor shall start work on, or within ten (10) days following the date of a written order from the Owner to the Contractor to proceed with the work to be performed under the provisions of this contract, or on a subsequent date designated and authorized by the Owner in said order, and that the Contractor shall complete said work within (90) working days from and after the date of, or subsequent date authorized in, said order by the Owner to proceed.

ARTICLE 4. This Contract Agreement shall be governed by the laws of the State of Missouri. The Owner and the Contractor agree that performance of this Contract Agreement will be deemed to have occurred in the State of Missouri and that Contractor's performance under this Contract Agreement will be deemed the transaction of business in Missouri. Jurisdiction and venue for any claim or cause of action arising under this Contract Agreement shall be exclusively in the Sixteenth Judicial Circuit of Missouri and the Contractor submits to personal jurisdiction of and waives any personal jurisdiction or inconvenient forum objection to, that court.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the day and year

first above written.

CITY OF INDEPENDENCE MISSOURI

Party of the First Part (Owner)

By _____
Zachary Walker, City Manager

ATTEST:

Susanne Holland, City Clerk

Party of the Second Part
(Contractor)

By _____

SEAL:

Address

ATTEST:

City & State

Corporate Secretary

The foregoing contract and bond(s) are in due form according to law and are hereby approved.

ATTORNEY FOR OWNER:

Jeremy Cover, City Counselor



MEMORANDUM

DATE: March 3rd, 2025

TO: Honorable Mayor & Members of the City Council

FROM: Andrew R. Frazier, Management Analyst

SUBJECT: Asphalt Overlay Preventative Pavement Maintenance Project



I have reviewed the contract information to ensure compliance with the contracting process per Section 1.43.007(D) of the City Code: The Management Analyst shall audit all proposed City contracts anticipated to cost in excess of \$2,000,000.00 or scheduled to be in effect for more than 12 months and anticipated to cost in excess of \$500,000.00 prior to the proposed contracts being submitted to the City Council.

Before you is a consent item on the Agenda that authorizes the City Manager to enter into agreements with Superior Bowen in the amount of \$2,180,880.67 as part of the Asphalt Overlay Preventative Pavement Maintenance Project. The extent of work includes mobilization, site preparation, asphalt pavement, concrete work, pavement work, traffic control, and all appurtenant work associated with this project.

City staff have provided the me with all relevant documentation under the bidding process, including verifying actions related to the bidding process. This agreement is satisfactory, and all parties have fulfilled their obligations as required.

Per Section 34.040 of the Missouri Revised Statutes regarding Competitive Bidding and Chapter 8, Article 6 of the Independence Code, the Municipal Services received four bids after being published on the public purchase website for 30 days. In addition to the Superior Bowen bid, Municipal Services received four other bids: one from Tandem Paving Co. totaling \$2,202,562.04, one from Amino Brothers Co. totaling \$2,388,962.40, one from Metro Asphalt Inc. totaling \$2,463,905.52, and one from Ideker Inc totaling 2,819,992.00. Municipal Services staff reviewed each of the firm's qualifications and decided to pursue Superior Bowen bid of \$2,180,880.67. The bid is complete and the lowest of the finalists.

Superior Bowen is headquartered in Kansas City, MO. They have provided professional references, personnel qualifications, a list of past projects, certificate documentation of authority allowing business in Missouri, OSHA Safety Program affidavit, and bid bond.



All bid documents have been reviewed, and I find no provision that would be considered harmful or unacceptable to the City.

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

Respectfully,

A handwritten signature in black ink, appearing to read "Andrew R. Frazier".

Andrew R. Frazier, MPA,
Management Analyst

- C. Zachary Walker, City Manager
Lisa Reynolds, Director of Municipal Services
Susanne Holland, City Clerk

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council approval is requested for the 2025-2026 Liability Insurance Program with Obsidian Specialty Insurance Company with an estimated annual cost of \$875,000.

Recommendations:

Staff recommends approval of the 2025-2026 Liability Insurance Program offered by Obsidian Specialty Insurance Company. This renewal proposal was submitted by Lockton Companies, Inc., the City's insurance broker since 2005. The proposal was also reviewed by Charlesworth Consulting, LLC, the City's risk management consultants.

Background:

The 2025-2026 Liability Insurance Program was extensively marketed through efforts provided by Lockton, Charlesworth, & City staff.

The most reasonable response is to change carriers from States Risk Retention to Obsidian Specialty. The move allows the city a minimal 4.7% premium increase and to return to a \$10,000,000 policy limit, a higher retention and coinsurance provision, and a more favorable overall risk transfer solution compared to the other options submitted. Prohibitive costs forced the City to reduce the policy limit from \$10,000,000 in FY2023-24 to \$5,000,000 in FY2024-25. The City maintains a Self-Insured Retention (SIR) of \$1,000,000 but eliminates the 10% co-insurance with the current year's plan.

Obsidian Specialty Insurance Company is rated A- VII by AM Best, slightly below the city's desired A rating, but provides the City a carrier with a positive rating, signaling that the company is financially sound with a good ability to fulfill its obligations.

Emergency Justification:**Fiscal Impact:**

The States Risk Retention Group premium for \$875,000.00 will be included the 2025-2026 Proposed Budget, Risk Management Fund 093, account 0934293-5207.

Council Action:

Department / Contact	Finance and Administration /
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REVIEWERS

Melissa Cabrera
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Excess Casualty Quote Summary 2025
2. Obsidian Quote - City of Independence MO 2025

City of Independence, Missouri
Casualty Program Quote Summary
April 1, 2025-26

Insurer	States Risk		States Risk		Obsidian Specialty		Obsidian Specialty	
					AM Best's rating: A- VII		AM Best's rating: A- VII	
	2023-24 Policy Term	2024-25 Policy Term Expiring	2025-26 "Indication" as of 2/12/25	% Change	2025-26 Quote - A	% Change	2025-26 Quote - B	% Change
Coverage Form	Occurrence	Occurrence	Occurrence		Occurrence		Occurrence	
Limits								
Each Occurrence Limit	\$10,000,000	\$5,000,000	\$5,000,000		As stated by vertical below		As stated by vertical below	
Aggregated Limits	\$10,000,000	\$5,000,000	\$5,000,000		As stated by vertical below		As stated by vertical below	
Coverages to Include:								
General Liability	Included	Included	Included		\$5M each occ/aggr		\$10M each occ/aggr	
Employee Benefits	Included	Included			\$5M each employee/aggr		\$10M each employee/aggr	
Public Officials Liability	Included	Included	Included		\$5M each occ/aggr		\$10M each occ/aggr	
Employment Practices Liability	Included	Included	Included		Included in Public Officials Liability		Included in Public Officials Liability	
Law Enforcement Liability	Included	Included	Included		\$5M each occ/aggr		\$10M each occ/aggr	
Healthcare Malpractice (excluding physicians, EMT, etc.)	Included	Included	Included		Included except physicians, dentists, psychiatrists		Included except physicians, dentists, psychiatrists	
Auto Liability	Included	Included	Included		\$5M each occurrence		\$10M each occurrence	
Sexual Misconduct/Abuse	Included	Included	Included		Included in GL limit		Included in GL limit	
Self Insured Retention	\$250,000	\$1,000,000	\$1,000,000		\$1,000,000		\$1,000,000	
Co-insurance (above retention)	N/A	10%	10%		N/A		N/A	
Annual Premium	\$779,991	\$737,468	\$1,292,750		\$600,000		\$875,000	
Terrorism Premium	\$23,400	\$22,124	\$28,745		Included		Included	
Membership Fee (10% for 2024, 5% for 2025)	N/A	\$75,959	\$66,075		N/A		N/A	
Total	\$803,391	\$835,551	\$1,387,570	73%	\$600,000	-28%	\$875,000	5%

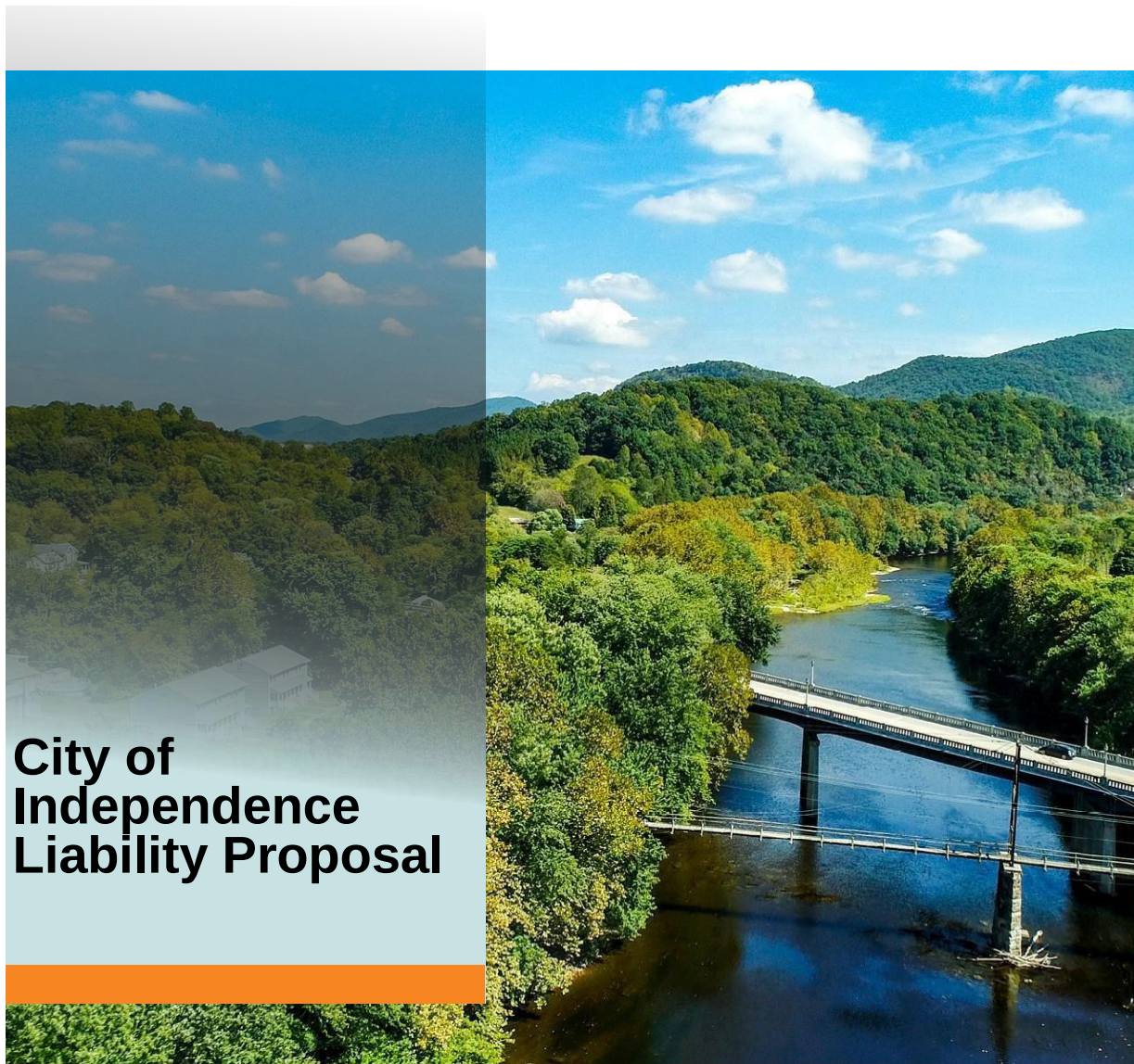
Surplus lines tax applies - City is exempt

Surplus lines tax applies - City is exempt

Added Exclusions: (see policy for complete listing)

City of Independence

EXCESS LIABILITY PROPOSAL



Package coverages, terms, conditions, and exclusions are only briefly outlined. For complete provisions, please refer to the coverage contract.

For additional information, please contact: Member Services at (844) 986-2705 or info@riskprograms.com

EXCESS LIABILITY INSURANCE

INSURED	City of Independence																																																													
ADDRESS TYPE	111 E. Maple St. Independence, MO 64050																																																													
PERIOD	April 1, 2025 - April 1, 2026 Both days inclusive local standard time at the address shown above																																																													
LIMIT OF LIABILITY	<u>OPTION 1 LIMITS OF INDEMNITY xs. SIR</u> <table> <tr> <td>General Liability</td><td>\$ 10,000,000</td><td>Each occurrence</td></tr> <tr> <td></td><td>\$ 10,000,000</td><td>Policy Aggregate</td></tr> <tr> <td colspan="3">Abuse and Molestation – Included in General Liability Limits</td></tr> <tr> <td>Employee Benefits Liability</td><td>\$ 10,000,000</td><td>Each Employee</td></tr> <tr> <td></td><td>\$ 10,000,000</td><td>Policy Aggregate</td></tr> <tr> <td>Law Enforcement Liability</td><td>\$ 10,000,000</td><td>Each Occurrence</td></tr> <tr> <td></td><td>\$ 10,000,000</td><td>Policy Aggregate</td></tr> <tr> <td>Public Officials and Employment Practices Liability</td><td>\$ 10,000,000</td><td>Each occurrence</td></tr> <tr> <td></td><td>\$ 10,000,000</td><td>Policy Aggregate</td></tr> <tr> <td>Automobile Liability</td><td>\$ 10,000,000</td><td>Each occurrence</td></tr> </table> <u>OPTION 2: LIMITS OF INDEMNITY xs. SIR</u> <table> <tr> <td>General Liability</td><td>\$ 10,000,000</td><td>Each occurrence</td></tr> <tr> <td></td><td>\$ 10,000,000</td><td>Policy Aggregate</td></tr> <tr> <td colspan="3">Abuse and Molestation – Limited to \$5,000,000</td></tr> <tr> <td>Employee Benefits Liability</td><td>\$ 10,000,000</td><td>Each Employee</td></tr> <tr> <td></td><td>\$ 10,000,000</td><td>Policy Aggregate</td></tr> <tr> <td>Law Enforcement Liability</td><td>\$ 10,000,000</td><td>Each Occurrence</td></tr> <tr> <td></td><td>\$ 10,000,000</td><td>Policy Aggregate</td></tr> <tr> <td>Public Officials and Employment Practices Liability</td><td>\$ 10,000,000</td><td>Each occurrence</td></tr> <tr> <td></td><td>\$ 10,000,000</td><td>Policy Aggregate</td></tr> <tr> <td>Automobile Liability</td><td>\$ 10,000,000</td><td>Each occurrence</td></tr> </table>		General Liability	\$ 10,000,000	Each occurrence		\$ 10,000,000	Policy Aggregate	Abuse and Molestation – Included in General Liability Limits			Employee Benefits Liability	\$ 10,000,000	Each Employee		\$ 10,000,000	Policy Aggregate	Law Enforcement Liability	\$ 10,000,000	Each Occurrence		\$ 10,000,000	Policy Aggregate	Public Officials and Employment Practices Liability	\$ 10,000,000	Each occurrence		\$ 10,000,000	Policy Aggregate	Automobile Liability	\$ 10,000,000	Each occurrence	General Liability	\$ 10,000,000	Each occurrence		\$ 10,000,000	Policy Aggregate	Abuse and Molestation – Limited to \$5,000,000			Employee Benefits Liability	\$ 10,000,000	Each Employee		\$ 10,000,000	Policy Aggregate	Law Enforcement Liability	\$ 10,000,000	Each Occurrence		\$ 10,000,000	Policy Aggregate	Public Officials and Employment Practices Liability	\$ 10,000,000	Each occurrence		\$ 10,000,000	Policy Aggregate	Automobile Liability	\$ 10,000,000	Each occurrence
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OPTION 3: LIMITS OF INDEMNITY xs. SIR

General Liability	\$ 5,000,000	Each occurrence
	\$ 5,000,000	Policy Aggregate
Abuse and Molestation – Included in General Liability Limits		
Employee Benefits	\$ 5,000,000	Each Employee
Liability	\$ 5,000,000	Policy Aggregate
Law Enforcement	\$ 5,000,000	Each Occurrence
Liability	\$ 5,000,000	Policy Aggregate
Public Officials	\$ 5,000,000	Each occurrence
and Employment	\$ 5,000,000	Policy Aggregate
Practices Liability		
Automobile Liability	\$ 5,000,000	Each occurrence

OPTION 4: LIMITS OF INDEMNITY xs. SIR

General Liability	\$ 5,000,000	Each occurrence
	\$ 5,000,000	Policy Aggregate
Abuse and Molestation – Limited to \$2,500,000		
Employee Benefits	\$ 5,000,000	Each Employee
Liability	\$ 5,000,000	Policy Aggregate
Law Enforcement	\$ 5,000,000	Each Occurrence
Liability	\$ 5,000,000	Policy Aggregate
Public Officials	\$ 5,000,000	Each occurrence
and Employment	\$ 5,000,000	Policy Aggregate
Practices Liability		
Automobile Liability	\$ 5,000,000	Each occurrence

RETENTIONS	<u>Self-Insured Retained Limit</u>		
	General Liability	\$ 1,000,000	Each occurrence
	Automobile Liability	\$ 1,000,000	Each occurrence
	Law Enforcement Liability	\$1,000,000	Each occurrence
	Public Officials and Employment Practices Liability	\$1,000,000	Each wrongful act
PREMIUMS		Est. 5% SLT	Total Cost
	Option 1: \$875,000	\$43,750	\$918,750
	Option 2: \$825,000	\$41,250	\$866,250
	Option 3: \$600,000	\$30,000	\$630,000
	Option 4: \$550,000	\$27,500	\$577,500
TAXES	Surplus Lines Tax (Filed by Apex)		
CONDITIONS	Obsidian Policy Wording		
EXPRESS WARRANTIES	None		
CONDITIONS	- See Draft Policy document for specific exclusionary language. - Policy is non-auditable - Non-Waiver of Immunity		
PREMIUM PAYMENT	Premium Payment 60 days		

TERMS	
RETROACTIVE DATE	N/A
	Two-Year Guarantee
SUBJECTIVITIES	
SECURITY	100% Obsidian Specialty Insurance Company

This is evidence of insurance procured and developed under the Missouri Surplus Lines Laws. It is NOT covered by the Missouri Insurance Guaranty Association. This insurer is not licensed by the state of Missouri and is not subject to its supervision.

General liability

- Metis general liability coverage provides the broadest protection for public entities.
- Metis coverage provides protection from claims or suits for personal injury or property damage.
- Excess limits available.

BASIS OF CONTRIBUTION	Net operating expense
LIMITS	• Refer to Proposal Page Options
ADDITIONAL COVERAGES	• Contractual liability for covered contracts • Personal injury and advertising liability • Broad form property damage liability • Incidental medical malpractice • Limited worldwide liability • Owned watercraft under 51 feet • Products/completed operations • Volunteers included as covered persons (volunteer fire and rescue are excluded) • Punitive damages covered in most cases • Employee benefits liability • Drone liability
RETENTION	Refer to Proposal Page Options

Business Automobile Liability

- Metis coverage includes hired and non-owned vehicles.
- Automatic coverage for newly acquired vehicles at no additional charge.
- Excess limits available.

BASIS OF CONTRIBUTION	Number of Vehicles
LIMITS	• Refer to Proposal Page Options • No Annual Aggregate
ADDITIONAL COVERAGES	• Out of State No Fault Coverage provided at the basic minimum limits required by state law • Newly acquired vehicles covered until renewal at no additional charge
RETENTION	• Refer to Proposal Page Options

Public Officials Liability

- Public Officials Liability provides protection against allegations of wrongful acts, such as sexual harassment and employment practices.

LIMITS	Refer to Proposal Page Options
POLICY FORM	Occurrence
COVERAGES	- Governing body and staff, including employed County Attorney considered covered persons - Special Enforcement Officers not under the control of Sheriff considered covered persons - Employment Practices - Sexual Harassment - Defense cost in addition to coverage limits
RETENTION	Refer to Proposal Page Options

Law Enforcement Liability

Metis Law Enforcement Liability provides protection from allegations arising from police operations.

LIMITS	Refer to Proposal Page Options
COVERAGE	Follows Coverage Contract for Liability Coverage
ADDITIONAL COVERAGES	- Bodily Injury/Property Damage with respect to Police Operations - Personal Injury Liability - Broad Form Property Damage Liability - Limited Worldwide Liability - Punitive Damages Covered in Most Cases - Volunteers included as Covered Persons (Volunteer Fire and Rescue are excluded) - Contractual Liability for Covered Contracts
RETENTION	Refer to Proposal Page Options

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council approval is requested to issue a purchase order in the amount of \$170,000.00 to MacQueen for turnout gear for the Fire Department.

Recommendations:

Staff recommends approval to issue a purchase order to MacQueen.

Background:

The Fire Department is continuously in need of personal protective equipment, including turnout gear, for incoming and current fire-fighting personnel. This request is for the purchase of 50 sets of turn-out gear to be issued to new personnel and replacement of existing gear that is aged out and no longer serviceable issued to current personnel, as well as the purchase of 11 pairs of boots and 11 helmets for new personnel.

MacQueen has been the supplier of turnout gear for the Fire Department for many years as the result of a cooperative contract issued by the Houston-Galveston Area Cooperative (H-GAC) Buy.

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

Emergency Justification:**Fiscal Impact:**

The fiscal impact to the City totals \$170,000.00. Funding is included on page 229 of the fiscal year 2024-2025 adopted budget.

Council Action:

Department / Contact	Fire Department /
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REVIEWERS

Jimmy Walker
Melissa Cabrera
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Cooperative Agreement - Contract - MSA Safety Incorporated
2. Estimate for 1 set of turn out gear (coat and pants)
3. Estimate for 1 pair of boots
4. Estimate for 1 helmet

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Contract - MSA Safety Incorporated - Public Services - ID: 13459 - EE11-24

MASTER GENERAL PROVISIONS

This Master Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and MSA Safety Incorporated, dba MSA Safety Sales LLC hereinafter referred to as the Contractor, having its principal place of business at 1000 Cranberry Woods Drive, Cranberry Township, PA 16066.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Master Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Master Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Master Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Master Agreement and bind the Contractor to the terms of this Master Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Master Agreement in accordance with all federal laws, executive orders, policies, procedures, applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Master Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: PUBLIC INFORMATION

Except as stated below, all materials submitted to H-GAC, including any attachments, appendices, or other information submitted as a part of a submission or Master Agreement, are considered public information, and become the property of H-GAC upon submission and may be reprinted, published, or distributed in any manner by H-GAC according to open records laws, requirements of the US Department of Labor and the State of Texas, and H-GAC policies and procedures. In the event the Contractor wishes to claim portions of the response are not subject to the Texas Public Information Act, it shall so; however, the determination of the Texas Attorney General as to whether such information must be disclosed upon a public request shall be binding on the Contractor. H-GAC will request such a determination only if Contractor bears all costs for preparation of the submission. H-GAC is not responsible for the return of creative examples of work submitted. H-GAC will not be held accountable if material from submissions is obtained without the written consent of the contractor by parties other than H-GAC, at any time during the evaluation process.

ARTICLE 4: INDEPENDENT CONTRACTOR

The execution of this Master Agreement and the rendering of services prescribed by this Master Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Master Agreement or act of H-GAC in performance of the Master Agreement shall be construed as making the Contractor the agent, servant, or

employee of H-GAC, the State of Texas, or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 5: ANTI-COMPETITIVE BEHAVIOR

Contractor will not collude, in any manner, or engage in any practice which may restrict or eliminate competition or otherwise restrain trade.

ARTICLE 6: SUSPENSION AND DEBARMENT

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to the Federal Rule above, Respondent certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas and at all times during the term of the Contract neither it nor its principals will be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas Respondent shall immediately provide the written notice to H-GAC if at any time the Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. H-GAC may rely upon a certification of the Respondent that the Respondent is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the H-GAC knows the certification is erroneous.

ARTICLE 7: GOAL FOR CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN’S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (if subcontracts are to be let)

H-GAC’s goal is to assure that small and minority businesses, women’s business enterprises, and labor surplus area firms are used when possible in providing services under a contract. In accordance with federal procurements requirements of 2 CFR §200.321, if subcontracts are to be let, the prime contractor must take the affirmative steps listed below:

1. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
2. Assuring that small and minority businesses and women’s business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises;
5. Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6.

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable. The Small Business Administration (SBA) is the primary reference and database for information on requirements related to Federal Subcontracting <https://www.sba.gov/federal-contracting/contracting-guide/prime-subcontracting>

NOTE: The term DBE as used in this solicitation is understood to encompass all programs/business enterprises such as: Small Disadvantaged Business (SDB), Historically Underutilized Business (HUB), Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE) or other designation as issued by a certifying agency.

Contractor agrees to work with and assist HGACBuy customer in meeting any DBE targets and goals, as may be required by any rules, processes, or programs they might have in place. Assistance may include compliance with reporting requirements, provision of documentation, consideration of Certified/Listed

subcontractors, provision of documented evidence that an active participatory role for a DBE entity was considered in a procurement transaction, etc.

ARTICLE 8: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Master Agreement.

ARTICLE 9: PERFORMANCE PERIOD

This Master Agreement shall be performed during the period which begins Nov 01 2024 and ends Oct 31 2028. All services under this Master Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 21, which shall be fully executed by both parties to this Master Agreement.

ARTICLE 10: PAYMENT OR FUNDING

Payment provisions under this Master Agreement are outlined in the Special Provisions. H-GAC will not pay for any expenses incurred prior to the execution date of a contract, or any expenses incurred after the termination date of the contract.

ARTICLE 11: PAYMENT FOR WORK

The H-GAC Customer is responsible for making payment to the Contractor upon delivery and acceptance of the goods or completion of the services and submission of the subsequent invoice.

ARTICLE 12: PAYMENT TERMS/PRE-PAYMENT/QUANTITY DISCOUNTS

If discounts for accelerated payment, pre-payment, progress payment, or quantity discounts are offered, they must be clearly indicated in the Contractor's submission prior to contract award. The applicability or acceptance of these terms is at the discretion of the Customer.

ARTICLE 13: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Master Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this Master Agreement with notice as identified in Article 29 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this Master Agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Master Agreement. Any additional reporting requirements shall be set forth in the Special Provisions of this Master Agreement.

ARTICLE 14: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Master Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 15: SUBCONTRACTS AND ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to assign, transfer, convey, sublet, or otherwise dispose of this Master Agreement or any right, title, obligation, or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Master Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 16: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Master Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and

agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 17: TAX EXEMPT STATUS

H-GAC and Customer members are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. Respondent must not include taxes in its Response. It is the responsibility of Contractor to determine the applicability of any taxes to an order and act accordingly. Exemption certificates will be provided upon request.

ARTICLE 18: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Master Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Master Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party Master Agreements.

ARTICLE 19: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Master Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 20: DISTRIBUTORS, VENDORS, RESELLERS

Contractor agrees and acknowledges that any such designations of distributors, vendors, resellers or the like are for the convenience of the Contractor only and the awarded Contractor will remain responsible and liable for all obligations under the Contract and the performance of any designated distributor, vendor, reseller, etc. Contractor is also responsible for receiving and processing any Customer purchase order in accordance with the Contract and forwarding of the Purchase Order to the designated distributor, vendor, reseller, etc. to complete the sale or service. H-GAC reserves the right to reject any entity acting on the Contractor's behalf or refuse to add entities after a contract is awarded.

ARTICLE 21: CHANGE ORDERS AND AMENDMENTS

- A. Any alterations, additions, or deletions to the terms of this Master Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- B. To ensure the legal and effective performance of this Master Agreement, both parties agree that any amendment that affects the performance under this Master Agreement must be mutually agreed upon and

that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Master Agreement and shall be binding upon the parties as if written herein.

- C. Customers have the right to issue a change order to any purchase orders issued to the Contractor for the purposes of clarification or inclusion of additional specifications, qualifications, conditions, etc. The change order must be in writing and agreed upon by Contractor and the Customer agency prior to issuance of any Change Order. A copy of the Change Order must be provided by the Contractor to, and acknowledged by, H-GAC.

ARTICLE 22: CONTRACT ITEM CHANGES

- A. If a manufacturer discontinues a contracted item, that item will automatically be considered deleted from the contract with no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- B. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor must advise H-GAC of the details. H-GAC may allow or reject the change at its sole discretion. If the change is rejected, H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- C. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise H-GAC of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. If the change is rejected H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item or may take any other action deemed by H-GAC at its sole discretion, to be in the best interests of its Customers.
- D. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing will be automatically incorporated into the contract. However, Contractor must still provide written notice and an explanation of the changes to products and pricing. H-GAC will respond with written approval.

ARTICLE 23: CONTRACT PRICE ADJUSTMENTS

Price Decreases

If Contractor's Direct Cost decreases at any time during the full term of this award, Contractor must immediately pass the decrease on to H-GAC and lower its prices by the amount of the decrease in Direct Cost. (Direct Cost means Contractor's cost from the manufacturer of any item or if Contractor is the manufacturer, the cost of raw materials required to manufacture the item, plus costs of transportation from manufacturer to Contractor and Contractor to H-GAC. Contractor must notify H-GAC of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon H-GAC's receipt of Contractor's notice. If Contractor routinely offers discounted contract pricing, H-GAC may request Contractor accept amended contract pricing equivalent to the routinely discounted pricing.

Price Increase

Contractors may request a price increase for items priced as Base Bid items and Published Options. The amount of any increase will not exceed actual documented increase in Contractor's Direct Cost and will not exceed 10% of the previous bid price. Considerations on the percentage limit will be given if the price increase is the result of increased tariff charges or other governmental actions, or other economic factors. Manufacturer price/contract changes involving the sale of motor vehicles will be considered and may be allowed during the entire contract

period subject to submission and verification of the proper documentation required for a contract change as referenced in this section.

Price Changes

Any permanent increase or decrease in offered pricing for a base contract item or published option is considered a price change. Temporary increases in pricing by whatever name (e.g., 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes.

For published catalogs and price sheets as part of an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet must be submitted whenever the manufacturer publishes a new document. The request must include the new catalog or price sheet. All Products shall, at time of sale, be equipped as required under any then current applicable local, state, and federal government requirements. If, during any contract, changes are made to any government requirements which cause a manufacturer's costs of production to increase, Contractor may increase pricing to the extent of Contractor's actual cost increase. The increase must be substantiated with support documentation acceptable to H-GAC prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale are the responsibility of the Customer.

Requesting Price Increase/Required Documentation

Contractor must submit a written overview of changes requested and reasons for the request, stating the amount of the increase, along with an itemized list of any increased prices, showing the Contractor's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Price change requests must be supported with substantive documentation (e.g., notices from suppliers and manufacturers of pricing changes in products, components, transportation, raw materials or commodities, and/or product availability, copies of invoices from suppliers, etc.) clearly showing that Contractor's actual costs have increased per the applicable line-item bid. The Producer Price Index (PPI) may be used as partial justification, subject to approval by H-GAC, but no price increase based solely on an increase in the PPI will be allowed. This documentation should be submitted in Excel format to facilitate analysis and updating of the website. The letter and documentation must be sent to Lead Program Coordinator, james.glover@h-gac.com.

Review/Approval of Requests

If H-GAC approves the price increase, Contractor will be notified in writing; no price increase will be effective until Contractor receives this notice. If H-GAC does not approve Contractor's price increase, Contractor may terminate its performance upon sixty (60) days advance written notice to H-GAC, however Contractor must fulfill any outstanding Purchase Orders. Termination of performance is Contractor's only remedy if H-GAC does not approve the price increase. H-GAC reserves the right to accept or reject any price change request.

ARTICLE 24: DELIVERIES AND SHIPPING TERMS

The Contractor agrees to make deliveries only upon receipt of authorized Customer Purchase Order acknowledged by H-GAC. Delivery made without such Purchase Order will be at Contractor's risk and will leave H-GAC the option of canceling any contract awarded to the Contractor. The Contractor must secure and deliver any item within five (5) working days, or as agreed to on any corresponding customer Purchase Order.

Shipping must be Freight On Board Destination to the delivery location designated on the Customer purchase order. The Contractor will retain title and control of all goods until delivery is completed and the Customer has accepted the delivery. All risk of transportation and all related charges are the responsibility of the Contractor. The Customer will notify the Contractor and H-GAC promptly of any damaged goods and will assist the Contractor in arranging for inspection. The Contractor must file all claims for visible or concealed damage. Unless otherwise stated in the Master Agreement, deliveries must consist only of new and unused merchandise.

ARTICLE 25: RESTOCKING (EXCHANGES AND RETURNS)

There will be no restocking charge to the Customer for return or exchange of any item purchased under the terms of any award. If the Customer wishes to return items purchased under an awarded contract, the Contractor agrees to exchange, these items for other items, with no additional charge incurred. Items must be returned to Contractor within thirty (30) days from date of delivery. If there is a difference in price in the items exchanged, the Contractor must notify H-GAC and invoice Customer for increase price or provide the Customer with a credit or refund for

any decrease in price per Customer's preference. On items returned, a credit or cash refund will be issued by the Contractor to Customer. This return and exchange option will extend for thirty (30) days following the expiration of the term of the Contract. All items returned by the Customer must be unused and in the same merchantable condition as when received. Items that are special ordered may be returned only upon approval of the Contractor.

ARTICLE 26: MANUALS

Each product delivered under contract to any Customer must be delivered with at least one (1) copy of a safety and operating manual and any other technical or maintenance manual. The cost of the manual(s) must be included in the price for the Product offered.

ARTICLE 27: OUT OF STOCK, PRODUCT RECALLS, AND DISCONTINUED PRODUCTS

H-GAC does NOT purchase the products sold pursuant to a Solicitation or Master Agreement. Contractor is responsible for ensuring that notices and mailings, such as Out of Stock or Discontinued Notices, Safety Alerts, Safety Recall Notices, and customer surveys, are sent directly to the Customer with a copy sent to H-GAC. Customer will have the option of accepting any equivalent product or canceling the item from Customer's Purchase Order. Contractor is not authorized to make substitutions without prior approval.

ARTICLE 28: WARRANTIES, SALES, AND SERVICE

Warranties must be the manufacturer's standard and inclusive of any other warranty requirements stated in the Master Agreement; any warranties offered by a dealer will be in addition to the manufacturer's standard warranty and will not be a substitute for such. Pricing for any product must be inclusive of the standard warranty.

Contractor is responsible for the execution and effectiveness of all product warranty requests and any claims, Contractor agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

ARTICLE 29: TERMINATION PROCEDURES

The Contractor acknowledges that this Master Agreement may be terminated for Convenience or Default. H-GAC will not pay for any expenses incurred after the termination date of the contract.

A. Convenience

H-GAC may terminate this Master Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Master Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. Default

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Master Agreement, in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Master Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Master Agreements that completion of services herein specified within the Master Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period of ten (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.
- (3) In the event of such termination, Contractor will notify H-GAC of any outstanding Purchase Orders and H-GAC will consult with the End User and notify the Contractor to what extent the End User wishes the

Contractor to complete the Purchase Order. If Contractor is unable to do so, Contractor may be subject to a claim for damages from H-GAC and/or the End User.

ARTICLE 30: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Master Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Master Agreement, which shall continue in full force and effect.

ARTICLE 31: FORCE MAJEURE

To the extent that either party to this Master Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 32: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or Contractors subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Master Agreement, shall participate in any decision relating to this Master Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Master Agreement.

- A. **Conflict of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires contractors contracting or seeking to contract with H-GAC to file a conflict-of-interest questionnaire (CIQ) if they have an employment or other business relationship with an H-GAC officer or an officer's close family member. The required questionnaire and instructions are located on the H-GAC website or at the Texas Ethics Commission website <https://www.ethics.state.tx.us/forms/CIQ.pdf>. H-GAC officers include its Board of Directors and Executive Director, who are listed on this website. Respondent must complete and file a CIQ with the Texas Ethics Commission if an employment or business relationship with H-GAC office or an officer's close family member as defined in the law exists.
- B. **Certificate of Interested Parties Form – Form 1295:** As required by Section 2252.908 of the Texas Government Code. H-GAC will not enter a Contract with Contractor unless (i) the Contractor submits a disclosure of interested parties form to H-GAC at the time the Contractor submits the contract H-GAC, or (ii) the Contractor is exempt from such requirement. The required form and instructions are located at the Texas Ethics Commission website https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Respondents who are awarded a Contract must submit their Form 1295 with the signed Contract to H-GAC.

ARTICLE 33: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. With regards to "Rights to Inventions Made Under a Contract or Master Agreement," If the Federal award meets the definition of "funding Master Agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding Master Agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Master Agreements," and any implementing regulations issued by the awarding agency. Contractor agrees to be wholly compliant with the provisions of 2 CFR 200, Appendix II. Additionally, for work to be performed under the Master Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d)

Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Master Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Master Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. § 7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 34: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (EFFECTIVE AUG. 13, 2020 AND AS AMENDED OCTOBER 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. Respondent must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that offerors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 35: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, when using federal grant award funds H-GAC should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). H-GAC must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, then it shall work with H-GAC to provide all required certifications and other documentation needed to show compliance.

ARTICLE 36: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Master Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Master

Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation, and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Master Agreement or which would adversely affect the Contractor's ability to perform services under this Master Agreement.

ARTICLE 37: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits, or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Master Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Master Agreement.

ARTICLE 38: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Master Agreement.

ARTICLE 39: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Master Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Master Agreement.

ARTICLE 40: JOINT WORK PRODUCT

This Master Agreement is the joint work product of H-GAC and the Contractor. This Master Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 41: PROCUREMENT OF RECOVERED MATERIAL

H-GAC and the Respondent must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), Respondent certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the

performance of the Contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

ARTICLE 42: COPELAND “ANTI-KICKBACK” ACT

Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the contract. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate agency instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

ARTICLE 43: DISCRIMINATION

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

- a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
- b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
- e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
- i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- j) The requirements of any other nondiscrimination statute(s) that may apply to the application.

ARTICLE 44: DRUG FREE WORKPLACE

Contractor must provide a drug-free workplace in accordance with the Drug-Free Workplace Act, as applicable. For the purposes of this Section, “drug-free” means a worksite at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance. H-GAC may request a copy of this policy.

ARTICLE 45: APPLICABILITY TO SUBCONTRACTORS

Respondent agrees that all contracts it awards pursuant to the contract awarded as a result of this Master Agreement will be bound by the foregoing terms and conditions.

ARTICLE 46: WARRANTY AND COPYRIGHT

Submissions must include all warranty information, including items covered, items excluded, duration, and renewability. Submissions must include proof of licensing if using third party code for programming.

ARTICLE 47: DATA HANDLING AND SECURITY

It will always be the responsibility of the selected Contractor to manage data transfer and to secure all data appropriately during the project to prevent unauthorized access to all data, products, and deliverables.

ARTICLE 48: DISPUTES

All disputes concerning questions of fact or of law arising under this Master Agreement, which are not addressed within the Whole Master Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Master Agreement and in accordance with H-GAC's final decision.

ARTICLE 49: CHOICE OF LAW: VENUE

This Master Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Master Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 50: ORDER OF PRIORITY

In the case of any conflict between or within this Master Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and 4) Other Attachments.

ARTICLE 51: WHOLE MASTER AGREEMENT

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. If this Master Agreement has not been signed by the Contractor within 30 calendar days, this Master Agreement will be automatically voided. The Master General Provisions, Master Special Provisions, and Attachments, as provided herein, constitute the complete Master Agreement between the parties hereto, and supersede any and all oral and written Master Agreements between the parties relating to matters herein. Except as otherwise provided herein, this Master Agreement cannot be modified without written consent of the parties.

ARTICLE 52: UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT (SAM)

In accordance with 2 CFR Title 2, Subtitle A, Chapter I, Part 25 as it applies to a Federal awarding agency's grants, cooperative agreements, loans, and other types of Federal financial assistance as defined in 2 CFR 25.406. Contractor understands and as it relates to 2 CFR 25.205(a), a Federal awarding agency may not make a Federal award or financial modification to an existing Federal award to an applicant or recipient until the entity has complied with the requirements described in 2 CFR 25.200 to provide a valid unique entity identifier and maintain an active SAM registration (www.SAM.gov) with current information (other than any requirement that is not applicable because the entity is exempted under § 25.110). 2 CFR 25.200(b) requires that registration in the SAM **prior to submitting an application or plan**; and maintain an active SAM registration with current information, including information on a recipient's immediate and highest level owner and subsidiaries, as well as on all predecessors that have been awarded a Federal contract or grant within the last three years, if applicable, at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency; and provide its unique entity identifier in each application or plan it submits to the Federal awarding agency. To remain registered in the SAM database after the initial registration, the applicant is required to review and update its information in the SAM database on an annual basis from the date of initial registration or subsequent updates to ensure it is current, accurate and complete. At the time a Federal awarding agency is ready to make a Federal award, if the intended recipient has not complied with an applicable requirement to provide a unique entity identifier or maintain an active SAM registration with current information, the Federal awarding agency: (1) May determine that the applicant is not qualified to receive a Federal award; and (2) May use that determination as a basis for making a Federal award to another applicant.

ARTICLE 53: PROCUREMENT OF RECOVERED MATERIALS

In accordance with 2 CFR 200.323, the Houston-Galveston Area Council and the Contractor or Subrecipient must

comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the Contractor or Subrecipient certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Agreement will be at least the amount required by the applicable contract specifications or other contractual requirements.

SIGNATURES:

H-GAC and the Contractor have read, agreed, and executed the whole Master Agreement as of the date first written above, as accepted by:

**MSA Safety Incorporated , dba MSA Safety
Sales LLC**

H-GAC

Signature

Signed by:

Scott McGuire

E4FCDDC80089405...

Name Scott McGuire
Title Sales Channels Specialist
Date 11/6/2024

Signature

DocuSigned by:

Chuck Wemple

82EC270D5D61423...

Name Chuck Wemple
Title Executive Director
Date 11/7/2024

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Contract - MSA Safety Incorporated - Public Services - ID: 13459

MASTER SPECIAL PROVISIONS

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. Incorporated by attachment, as part of the whole Master Agreement, H-GAC and the Contractor do, hereby agree to the Master Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Master Agreement, the following documents listed in order of priority are incorporated into the Master Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER MASTER AGREEMENTS ("EUA")

H-GAC acknowledges that the END USER, which is the HGACBuy customer utilizing the contract (CUSTOMER and END USER may be used interchangeably) may choose to enter into an End User Master Agreement (EUA) with the Contractor through this Master Agreement. A CUSTOMER/END USER is a state agency, county, municipality, special district, or other political subdivision of a state, or a qualifying non-profit corporation (providing one or more governmental function or service that possess legal authority to enter into the Contract. The term of the EUA may exceed the term of the current H-GAC Master Agreement.

H-GAC's acknowledgement is not an endorsement or approval of the End User Master Agreement's terms and conditions. Contractor agrees not to offer, agree to or accept from the CUSTOMER/END USER, any terms or conditions that conflict with those in Contractor's Master Agreement with H-GAC. Contractor affirms that termination of its Master Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Master Agreement, termination of this Master Agreement will disallow the Contractor from entering into any new EUA with CUSTOMER/END USER. Applicable H-GAC order processing charges will be due and payable to H-GAC on any EUAs, surviving termination of this Master Agreement between H-GAC and Contractor.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Master Agreement, Contractor develops a regularly followed standard procedure of entering into Master Agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, Contractor shall notify H-GAC within ten (10) business days thereafter, and this Master Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past Master Agreement with another entity. Contractor shall provide the same prices, warranties, benefits, or terms to H-GAC and its CUSTOMER/END USER as provided in its most favorable past Master Agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If Contractor claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Master Agreement, does not constitute more favorable treatment, than Contractor shall, within ten (10) business days, notify H-GAC in writing, setting forth the detailed reasons Contractor believes the aforesaid

offer is not in fact most favored treatment. H-GAC, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Master Agreement between H-GAC and Contractor shall be automatically amended, effective retroactively, to the effective date of the most favored Master Agreement, to provide the same prices, warranties, benefits, or terms to H-GAC and the CUSTOMER/END USER.

EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer, or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to CUSTOMER/END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Master Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the CUSTOMER/END USER in accord with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to CUSTOMER/END USER based on the pricing and terms of this Master Agreement. H-GAC will invoice Contractor for the applicable order processing charge when H-GAC receives notification of a CUSTOMER/END USER order. Contractor shall remit to H-GAC the full amount of the applicable order processing charge, after delivery of any product or service and subsequent CUSTOMER/END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of a CUSTOMER/END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by Contractor based on this Master Agreement, including sales to entities without Interlocal Master Agreements, Contractor shall pay the applicable order processing charges to H-GAC. Further, Contractor agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Master Agreement. H-GAC reserves the right to take appropriate actions including, but not limited to, Master Agreement termination if Contractor fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall H-GAC have any liability to Contractor for any goods or services a CUSTOMER/END USER procures from Contractor. At all times, Contractor shall remain liable to pay to H-GAC any order processing charges on any portion of the Master Agreement actually performed, and for which compensation was received by Contractor.

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the CUSTOMER/END USER at the time a CUSTOMER/END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, Contractor must have the following insurance and coverage minimums:

- a. General liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit.
- b. Product liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.
- c. Property Damage or Destruction insurance is required for coverage of End User owned equipment while in Contractor's possession, custody, or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to H-GAC.
- d. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to deliver any outstanding order after the close of the contract period.
- e. Original Insurance Certificates must be furnished to H-GAC on request, showing Contractor as the insured and showing coverage and limits for the insurances listed above.
- f. If any Product(s) or Service(s) will be provided by parties other than Contractor, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by H-GAC, a separate insurance certificate must be submitted for each such party.
- g. H-GAC reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. Contractor shall remain prepared to offer a PPB to cover any order if so requested by the CUSTOMER/END USER. Contractor shall quote a price to CUSTOMER/END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of CUSTOMER/END USER's purchase order.

ARTICLE 10: ORDER PROCESSING CHARGE

H-GAC will apply an Order Processing Charge for each sale done through the H-GAC contract, with the exception of orders for motor vehicles. Any pricing submitted must include this charge amount per the most current H-GAC schedule. For motor vehicle orders, the Processing Charge is paid by the CUSTOMER/END USER. Contractor will need to refer to the solicitation for the Order Processing Charge.

ARTICLE 11: CHANGE OF STATUS

Contractor shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Master Agreement shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Master Agreement.

ARTICLE 12: REQUIREMENTS TO APPLICABLE PHYSICAL GOODS

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must comply with any applicable provisions of the Texas Business and Commerce Code, Title 1, Chapter 2 and with at least the following:

- a. Be new, unused, and not refurbished.
- b. Not be a prototype as the general design, operation, and performance. This requirement is NOT meant to preclude the Contractor from offering new models or configurations which incorporate improvements in a current design or add functionality, but in which new model or configuration may be new to the marketplace.
- c. Include all accessories which may or may not be specifically mentioned in the Master Agreement, but which are normally furnished or necessary to make the Product ready for its intended use upon delivery. Such accessories shall be assembled, installed, and adjusted to allow continuous operation of Product at time of delivery.
- d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a Product as may be purchased simultaneously by any END USER/CUSTOMER.
- e. Be designed and constructed using current industry accepted engineering and safety practices, and materials.
- f. Be available for inspection at any time prior to or after procurement.

ARTICLE 13: TEXAS MOTOR VEHICLE BOARD LICENSING

All Contractors that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Master Agreement term, any required Contractor license is denied, revoked, or not renewed, Contractor shall be in default of this Master Agreement, unless the Texas Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

ARTICLE 14: INSPECTION/TESTING

All Products sold pursuant to this Master Agreement will be subject to inspection/testing by or at the direction of H-GAC and/or the ordering CUSTOMER/END USER, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Master Agreement, and unless otherwise agreed in advance, the cost of any inspection and/or testing, will be the responsibility of the Contractor.

ARTICLE 15: ADDITIONAL REPORTING REQUIREMENTS

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

- a. CUSTOMER/END USER Name
- b. Product/Service purchased, including Product Code if applicable
- c. Customer Purchase Order Number
- d. Purchase Order Date
- e. Product/Service dollar amount
- f. HGACBuy Order Processing Charge amount

ARTICLE 16: BACKGROUND CHECKS

Cooperative customers may request background checks on any awarded contractor's employees who will have direct contact with students, or for any other reason they so choose, any may require contractor to pay the cost of obtaining any background information requested by the CUSTOMER/END USER.

ARTICLE 17: PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL CERTIFICATION

As required by Chapter 2271 of the Texas Local Government Code the Contractor must verify that it 1) does not boycott Israel; and 2) will not boycott Israel during the term of the Contract. Pursuant to Section 2271.001, Texas Government Code:

1. “Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. “Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

ARTICLE 18: NO EXCLUDED NATION OR TERRORIST ORGANIZATION CERTIFICATION

As required by Chapter 2252 of the Texas Government Code the Contractor must certify that it is not a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

ARTICLE 19: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (Effective Aug. 13, 2020 and as amended October 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Contractor must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that Contractors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 20: BUY AMERICA ACT (National School Lunch Program and Breakfast Program)

With respect to products purchased by CUSTOMER/END USER for use in the National School Lunch Program and/or National School Breakfast Program, Contractor shall comply with all federal procurement laws and regulations with respect to such programs, including the Buy American provisions set forth in 7 C.F.R. Part 210.21(d), to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs.

In the event Contractor or Contractor’s supplier(s) are unable or unwilling to certify compliance with the Buy American Provision, or the applicability of an exception to the Buy American provision, H-GAC CUSTOMER/END USER may decide not to purchase from Contractor. Additionally, H-GAC

CUSTOMER/END USER may require country of origin on all products and invoices submitted for payment by Contractor, and Contractor agrees to comply with any such requirement.

ARTICLE 21: BUY AMERICA REQUIREMENT (Applies only to Federally Funded Highway and Transit Projects)

With respect to products purchased by CUSTOMER/END USER for use in federally funded highway projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 23 U.S.C. Section 313, 23 C.F.R. Section 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code Section 223.045, to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs. With respect to products purchased by CUSTOMER/END USER for use in federally funded transit projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 49 U.S.C. Section 5323(j)(1), 49 C.F.R. Sections 661.6 or 661.12, to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs.

ARTICLE 22: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, a CUSTOMER/END USER using federal grant award funds should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The CUSTOMER/END USER must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, they shall work with the CUSTOMER/END USER to provide all required certifications and other documentation needed to show compliance.

ARTICLE 23: TITLE VI REQUIREMENTS

H-GAC in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any disadvantaged business enterprises will be afforded full and fair opportunity to submit in response to this Master Agreement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

ARTICLE 24: EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all Contracts and CUSTOMER/END USER Purchase Orders that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., pg.339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Contractor agrees that such provision applies to any contract that meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 and agrees that it will comply with such provision.

ARTICLE 25: CLEAN AIR AND WATER POLLUTION CONTROL ACT

CUSTOMER/END USER Purchase Orders using federal funds must contain a provision that requires the Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean

Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Federal Rule above, Contractor certifies that it is in compliance with all applicable provisions of the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and will remain in compliance during the term of the Contract.

ARTICLE 26: PREVAILING WAGE

Contractor and any potential subcontractors have a duty to and shall pay the prevailing wage rate under the Davis-Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5.

ARTICLE 27: CONTRACT WORK HOURS AND SAFETY STANDARDS

As per the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), where applicable, all CUSTOMER/END USER Purchase Orders in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

ARTICLE 28: PROFIT AS A SEPARATE ELEMENT OF PRICE

For purchases using federal funds more than the current Simplified Acquisition Threshold of \$250,000, requires negotiation of profit as a separate element of the price. See, 2 CFR 200.324(b). Contractor agrees to provide information and negotiate regarding profit as a separate element of the price for the purchase. Contractor also agrees that the total price, including profit, charged by Contractor will not exceed the awarded pricing, including any applicable discount, under any awarded contract.

ARTICLE 29: BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required anti-lobbying certification. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the CUSTOMER/END USER. As applicable, Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352). Contractor certifies that it is currently in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and will continue to be in compliance throughout the term of the Contract and further certifies that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection

with the awarding of a Federal contract, the making of a Federal Grant, the making of a Federal Loan, the entering into a cooperative Master Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative Master Agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing, or attempting to influence, an officer or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative Master Agreement, Contractor shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
3. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Master Agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ARTICLE 30: COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE MASTER AGREEMENTS, AND CONTRACTS

Contractor certifies compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (13 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

ARTICLE 31: COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT

Contractor certifies that Contractor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Attachment A
MSA Safety Incorporated d.b.a. MSA Safety Sales LLC
Emergency Medical, Safety, and Rescue Equipment
Contract No.: EE11-24

Manufacturer	Item Description	HGACBuy Discount
MSA	MSA safety products, PPE, and gas detection equipment	15%
Globe Manufacturing Co., LLC	Variety of turnout jackets, pants, boots, and hoods	25%

3. Specifications/Categories/Scope of Work

This is an indefinite quantity/indefinite delivery offerings contract – The HGACBuy Customer is responsible to ensure adequate competition is performed between the various contractors or contractors outside of HGACBuy to determine price reasonableness that might be required per any funding agency. Customer will need to ensure compliance with any funding agency requirements before proceeding with a purchase order under this contract. Please consult legal counsel regarding questions concerning compliance as a contractor under this solicitation.

3.1. Categories

H-GAC is soliciting responses for selecting qualified manufacturers, dealers, and distributors of emergency medical, safety, and rescue equipment and supplies, to make these types of products and services available to Customers of the HGACBuy Cooperative Purchasing Program. In order to eliminate crossover and provide the most comprehensive selection of products to our members, HGACBuy is combining the previous EE08-19 Emergency Medical and Rescue Equipment contract and the EP11-20 Emergency Preparedness and Safety Equipment contract. This solicitation may include a request for a discount percent off price catalog, category, or manufacturer, or price list for equipment, supplies, or materials.

This Solicitation is divided into separate but related product categories. Respondent is advised to offer a wide array, or catalog, of services within each service category listed below. When submitting a response, Respondent may choose to submit a response to any of the categories or all of them. No additional weighted value will be assigned to a response that addresses more than one or all categories listed. All equipment must be the manufacturer's new and current model and must be fully operational upon delivery to the Customer.

Product categories are as follows:

A. Emergency Medical Equipment: comprehensive range of emergency medical response equipment and supplies including all types of defibrillators, work/public access automatic external defibrillators (AEDs), chest compression systems, patient monitoring equipment and supplies, patient transport equipment and supplies, patient treatment equipment and supplies, medical kits and bags, and other miscellaneous emergency medical equipment and supplies.

B. Emergency Safety Equipment: comprehensive range of emergency safety equipment including electronic personnel accountability systems and equipment, EMS/Fire/Law Enforcement personal protective equipment (PPE), turnout gear including coats, gloves, helmets, pants, etc., decontamination products and equipment, miscellaneous personal safety equipment and supplies, and other miscellaneous emergency safety equipment and supplies.

C. Emergency Rescue Equipment: comprehensive range of emergency rescue equipment and tools including all types of spreaders, cutters, and combination units, all types of rescue saws, thermal imaging equipment, drone and unmanned aerial vehicle (UAV) equipment, rams, shoring/stabilizing equipment, hoses and related equipment, breathing air systems and equipment, self-contained breathing apparatus (SCBA), portable lights, portable blowers and fans, air lift rescue equipment, all types of water rescue equipment including ice rescue, swift water rescue and flood rescue equipment,

Request For Proposal #EE11-24

Title: Emergency Medical, Safety, and Rescue Equipment

flood response equipment and supplies, and other miscellaneous emergency rescue and response equipment and supplies.

(Category descriptions are not intended to be exhaustive or all-inclusive, but rather representative of the types of items in this category.)

3.2. [Final Contract Deliverables](#)

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

- Customer Name and address
- HGACBuy confirmation number
- Product/Service purchased
- Customer Purchase Order Number
- Purchase Order Date
- Product/Service dollar amount
- HGACBuy Order Processing Charge amount

Reports must be provided to H-GAC in Excel or other acceptable electronic format by the 30th day of the month following the quarter being reported. If Contractor defaults in providing Products or Services reporting as required by the contract, recourse may be exercised through cancellation of the contract and other legal remedies as appropriate.



MacQueen
350 Austin Circle
Delafield, WI 53018
(262) 646-5911
Fax: (262) 646-5912

Ship To: INDEPENDENCE FIRE DEPARTMENT
950 N. SPRING ST
ATTN: DAVID SHELLEY 816-365-1294
INDEPENDENCE, MO 64050

Invoice To: INDEPENDENCE FIRE DEPARTMENT
950 N SPRING ST
INDEPENDENCE MO 64050

Attention: DAVID SHELLEY

Branch 16 - DELAFIELD, WI		
Date 02/05/2025	Time 11:02:54 (O)	Page 1
Account No INDEP020	Phone No 8163257160	Est No 01 033882
Ship Via BEST WAY DIRECT	Purchase Order PENDING	
Tax ID No		
		Salesperson 316 / 312

ESTIMATE EXPIRY DATE: 03/07/2025

PARTS ESTIMATE - NOT AN INVOICE

Part#	Description	U	Qty	Price	Amount
-------	-------------	---	-----	-------	--------

DOES NOT INCLUDE SHIPPING

GXLC INDEP020 FUELED2025	GXL COAT		1	1662.20	1662.20
GPS INDEP020 FUELED2025	GLOBE PANT SYST		1	1337.16	1337.16

Subtotal: 2999.36

Authorization: _____

Tax: .00
TOTAL: 2999.36



MACQUEEN™

350 Austin Circle
Delafield, WI 53018
(262) 646-5911
Fax: (262) 646-5912

Ship To: INDEPENDENCE FIRE DEPARTMENT
950 N. SPRING ST
ATTN: DAVID SHELLEY 816-365-1294
INDEPENDENCE, MO 64050

Invoice To: INDEPENDENCE FIRE DEPARTMENT
950 N SPRING ST
INDEPENDENCE MO 64050

Attention: DAVID SHELLEY

Branch 16 - DELAFIELD, WI		
Date 02/27/2025	Time 9:03:48 (O)	Page 1
Account No INDEP020	Phone No 8163257160	Est No 01 035024
Ship Via BEST WAY DIRECT	Purchase Order PENDING	
Tax ID No		
		Salesperson 316 / 312

ESTIMATE EXPIRY DATE: 03/29/2025

PARTS ESTIMATE - NOT AN INVOICE

Part#	Description	U	Qty	Price	Amount
-------	-------------	---	-----	-------	--------

DOES NOT INCLUDE SHIPPING

120A420-10.0M	SUPREMEAG 10.0M		1	627.00	627.00
Globe SUPREME 14" Pull-On Men's Size					
10.0 Med Leather Structural Fire					
Fighting Boot w/ VIBRAM ARCTIC GRIP					
PRO Outsoles.					

Subtotal: 627.00

Tax: .00

TOTAL: 627.00

Authorization: _____



MACQUEEN™

350 Austin Circle
 Delafield, WI 53018
 (262) 646-5911
 Fax: (262) 646-5912

Ship To: INDEPENDENCE FIRE DEPARTMENT
 950 N. SPRING ST
 ATTN: DAVID SHELLEY 816-365-1294
 INDEPENDENCE, MO 64050

Invoice To: INDEPENDENCE FIRE DEPARTMENT
 950 N SPRING ST
 INDEPENDENCE MO 64050

Attention: DAVID SHELLEY

Branch 16 - DELAFIELD, WI		
Date 02/27/2025	Time 9:11:48 (O)	Page 1
Account No INDEP020	Phone No 8163257160	Est No 01 035025
Ship Via BEST WAY DIRECT		Purchase Order PENDING
Tax ID No		
		Salesperson 316 / 312

ESTIMATE EXPIRY DATE: 03/29/2025

PARTS ESTIMATE - NOT AN INVOICE

Part#	Description	U	Qty	Price	Amount
-------	-------------	---	-----	-------	--------

DOES NOT INCLUDE SHIPPING

10247334	CAIRNS 1836 RED		1	419.90	419.90
A-1836ARA0ABEAAA00A0 CAIRNS 1836 UNPAINTED RED FIRE HELMET- CLEAR DEFENDERS, STD HEADBAND, BLACK NOMEX EARLAPS, 6" CARVED EAGLE, 2-PT STD CHINSTRAP, REFLEXITE TRIM IN LIME YELLOW					
G200001-A52	GLOBE HOODS		1	N/A	N/A
Globe Guard Hood w/head & neck particulate-protective barrier coverage featuring DuPont Nomex Nano Flex Material. Whole Particulate Barrier Protection-PARTICULATE-BLOCKING EFFICIENCY (0.1 TO 1.0 MICRONS): 98%, NFPA 1971 Certified, Fits Most					

Subtotal: 419.90

Tax: .00

TOTAL: 419.90

Authorization: _____

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council approval is requested to enter into contracts with Complete Lawn Care Professionals, LLC and Galvan's Lawn & Landscape, LLC for Fiscal Years 2024-25 and 2025-26 for mowing services for the Parks, Recreation and Tourism Department (PRT), Independence Power & Light Department (IPL) and Municipal Services Department.

Recommendations:

Parks, Recreation and Tourism recommends issuance of contracts to Complete Lawn Care Professionals, LLC and Galvan's Lawn & Landscape, LLC. These will be one-year contracts with four optional one-year extensions.

Background:

There are 42 City-owned locations between the Parks, Recreation and Tourism Department (PRT), Independence Power and Light Department (IPL), and the Municipal Services Department that require regular mowing, weeding, and trimming.

The Procurement Division issued an Invitation to Bid (ITB) #25002 on January 22, 2025, for mowing services. The ITB was published through the Public Purchase e-procurement website, which notified 91 potential bidders, and 14 accessed the ITB.

The ITB closed on February 10, 2025. Seven (7) bids were received. Two were determined to be incomplete. Due to the number of sites, two (2) contractors were selected.

After staff review, Complete Lawn Care Professionals, LLC's bid was determined to be the lowest responsive and responsible bid for PRT and IPL properties. Galvan's Lawn and Landscape, LLC was determined to be the lowest responsive and responsible bid for the Municipal Services Department (Water locations).

The Municipal Services Department - Sewer Maintenance Division was included in the bid. However, no award is being made at this time. Only one bid was submitted for these locations and the bid was significantly higher than budgeted. Staff are revising the scope of work and intend to issue a new Invitation to Bid.

Emergency Justification:**Fiscal Impact:**

Parks, Recreation & Tourism - The fiscal impact to the City totals \$98,900 for calendar year 2025. Funding is included in the fiscal year 2024-25 adopted budget, page 132, for \$16,850 from 0126041-5211. Budget of \$17,970 will be budgeted in the same account for fiscal year

2025-26. Funding is included in the fiscal year 2024-25 adopted budget, page 142, for \$600 from 0046062-5211. Budget of \$1,000 will be budgeted in the same account for fiscal year 2025-26. Funding is included in the fiscal year 2024-25 adopted budget, page 143, for \$17,480 from 0046063-5211. Budget of \$24,600 will be budgeted in the same account for fiscal year 2025-26. Funding is included in the fiscal year 2024-25 adopted budget, page 146, for \$3,000 from 0026015-5211. Budget of \$5,000 will be budgeted in the same account for fiscal year 2025-26. Funding is included in the fiscal year 2024-25 adopted budget, page 281 for \$2,145 from 0026505-5211-002, \$780 from 0026505-5211-020 \$1,320 from 0026505-5211-040, \$566 from 0026505-5211-030, and \$1,690 from 0026505-5211-095. Budget of \$5,900 will be budgeted proportionately in the same accounts for fiscal year 2025-26.

IPL - The fiscal impact to the City totals \$69,800 for calendar year 2025. Funding is included in the fiscal year 2024-25 adopted budget, page 273, for \$12,600 from 0206150-5240-93510022. Budget of \$21,000 will be budgeted in the same account for fiscal year 2025-26. Funding is included in the fiscal year 2024-25 adopted budget, page 276, for \$2,925 from 0206122-5211-93520022. Budget of \$4,875 will be budgeted in the same account for fiscal year 2025-26. Funding is included in the fiscal year 2024-25 adopted budget, page 276, for \$10,650 from 0206122-5211-93510022. Budget of \$17,750 will be budgeted in the same account for fiscal year 2025-26.

Municipal Services - Water - The fiscal impact to the City totals \$204,180 for the calendar year 2025. Funding is included in the fiscal year 2024-25 adopted budget, page 196, from 0404815-5211-CBP for \$76,620. Budget of \$127,560 will be budgeted in the same account for fiscal year 2025-26.

Council Action:

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

REVIEWERS

Morris Heide
Melissa Cabrera
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. ITB # 25002 Mowing Services Bid Summary for Council
2. ITB # 25002 Mowing Services Bid Detail for Council

ITB #25002 - Mowing Services for City of Independence

Year 1	Complete Lawn Professionals LLC	Crown Cuts Lawncare LLC	DLLC-DuPree Landscaping & Lawn Care LLC	Galvan's Lawn & Landscape LLC	Level Change Lawn Care	Eyedeal lawn Care Solutions LLC	Mowers Ahead LLC
Parks Areas	\$ 98,900	\$ 147,185	\$ 197,470	\$ 150,000	\$ -	\$ 161,598	\$ 26,520
IPL Areas	\$ 69,800	\$ 75,960	\$ 113,560	\$ 85,600	\$ -	\$ -	\$ 15,600
MS-Water Areas	\$ -	\$ -	\$ 220,680	\$ 204,180	\$ 207,000	\$ -	\$ -
Total Bid Amount:	\$ 168,700	\$ 223,145	\$ 531,710	\$ 439,780	\$ 207,000	\$ 161,598	\$ 42,120
Year 2	Complete Lawn Professionals LLC	Crown Cuts Lawncare LLC	DLLC-DuPree Landscaping & Lawn Care LLC	Galvan's Lawn & Landscape LLC	Level Change Lawn Care	Eyedeal lawn Care Solutions LLC	Mowers Ahead LLC
Parks Areas	\$ 100,500	\$ 147,185	\$ 205,240	\$ 150,000	\$ -	\$ -	\$ -
IPL Areas	\$ 70,280	\$ 75,960	\$ 114,520	\$ 85,600	\$ -	\$ -	\$ -
MS-Water Areas	\$ -	\$ -	\$ 222,490	\$ 204,180	\$ 208,210	\$ -	\$ -
Total Bid Amount:	\$ 170,780	\$ 223,145	\$ 542,250	\$ 439,780	\$ 208,210	\$ -	\$ -
Year 3	Complete Lawn Professionals LLC	Crown Cuts Lawncare LLC	DLLC-DuPree Landscaping & Lawn Care LLC	Galvan's Lawn & Landscape LLC	Level Change Lawn Care	Eyedeal lawn Care Solutions LLC	Mowers Ahead LLC
Parks Areas	\$ 100,500	\$ 147,185	\$ 204,300	\$ 154,500	\$ -	\$ -	\$ 60,180
IPL Areas	\$ 64,280	\$ 75,960	\$ 118,360	\$ 88,151	\$ -	\$ -	\$ -
MS-Water Areas	\$ -	\$ -	\$ 213,890	\$ 210,305	\$ 211,180	\$ -	\$ -
Total Bid Amount:	\$ 164,780	\$ 223,145	\$ 536,550	\$ 452,957	\$ 211,180	\$ -	\$ 60,180
Year 4	Complete Lawn Professionals LLC	Crown Cuts Lawncare LLC	DLLC-DuPree Landscaping & Lawn Care LLC	Galvan's Lawn & Landscape LLC	Level Change Lawn Care	Eyedeal lawn Care Solutions LLC	Mowers Ahead LLC
Parks Areas	\$ 94,960	\$ 147,185	\$ 204,300	\$ 154,500	\$ -	\$ -	\$ -
IPL Areas	\$ 63,880	\$ 75,960	\$ 118,360	\$ 88,168	\$ -	\$ -	\$ -
MS-Water Areas	\$ -	\$ -	\$ 213,890	\$ 210,305	\$ 215,740	\$ -	\$ -
Total Bid Amount:	\$ 158,840	\$ 223,145	\$ 536,550	\$ 452,973	\$ 215,740	\$ -	\$ -
Year 5	Complete Lawn Professionals LLC	Crown Cuts Lawncare LLC	DLLC-DuPree Landscaping & Lawn Care LLC	Galvan's Lawn & Landscape LLC	Level Change Lawn Care	Eyedeal lawn Care Solutions LLC	Mowers Ahead LLC
Parks Areas	\$ 93,560	\$ 147,185	\$ 204,300	\$ 154,500	\$ -	\$ -	\$ -
IPL Areas	\$ 63,880	\$ 75,960	\$ 118,360	\$ 88,168	\$ -	\$ -	\$ -
MS-Water Areas	\$ -	\$ -	\$ 213,890	\$ 210,305	\$ 220,950	\$ -	\$ -
Total Bid Amount:	\$ 157,440	\$ 223,145	\$ 536,550	\$ 452,973	\$ 220,950	\$ -	\$ -
Total all 5 years	Complete Lawn Professionals LLC	Crown Cuts Lawncare LLC	DLLC-DuPree Landscaping & Lawn Care LLC	Galvan's Lawn & Landscape LLC	Level Change Lawn Care	Eyedeal lawn Care Solutions LLC	Mowers Ahead LLC
Parks Areas	\$ 488,420	\$ 735,927	\$ 1,015,610	\$ 763,500	\$ -	\$ 161,598	\$ 86,700
IPL Areas	\$ 332,120	\$ 379,800	\$ 583,160	\$ 435,687	\$ -	\$ -	\$ 15,600
MS-Water Areas	\$ -	\$ -	\$ 1,084,840	\$ 1,039,276	\$ 1,063,080	\$ -	\$ -
Total Bid Amount:	\$ 820,540	\$ 1,115,727	\$ 2,683,610	\$ 2,238,463	\$ 1,063,080	\$ 161,598	\$ 102,300

Note 1: *In red are incomplete bids.*

TOTAL BID AWARD:

\$ 1,859,816

Note 2: *Did not have to bid on all departments.*

Note 3: *No more than two areas will be awarded to one vendor.*

Recommendation:

\$ 820,540 Parks and IPL Areas awarded to Complete Lawn Professionals LLC

\$ 1,039,276 MS-Water Areas awarded to Galvan's Lawn & Landscape

Bid	ITB #25002 - Mowing Services for City of Independence				Vendor:		Complete Lawn Professionals LLC		Crown Cuts Lawncare LLC		DLLC-DuPree Landscaping & Lawn Care LLC		Galvan's Lawn & Landscape LLC		Level Change Lawn Care		EyedeaLawn Care Solution LLC		Mowers Ahead LLC	
End Date	2025-02-10 02:00 PM CST																			
Item Code	Item Name	Item Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
YEAR 1																				
Parks Department Areas:																				
Year 1, Location 1, Parks Department	Independence Municipal Commons - 20201 E Jackson Drive per specification	Independence Municipal Commons - 20201 E Jackson Drive per specification	32	Weekly	150	4800	165	5280	795	25440	525.75	16824	0	0	512	16384	470	15040		
Year 1, Location 1, Parks Department	Independence Municipal Commons - 20201 E Jackson Drive per specification	Independence Municipal Commons - 20201 E Jackson Drive per specification	1	Spring	4700	4700	1908	1908	3250	3250	5970	5970	0	0	9973	9973	3500	3500		
Year 1, Location 1, Parks Department	Independence Municipal Commons - 20201 E Jackson Drive per specification	Independence Municipal Commons - 20201 E Jackson Drive per specification	1	Fall	2900	2900	1908	1908	3250	3250	1550	1550	0	0	9973	9973	3500	3500		
Year 1, Location 2, Parks Department	Independence Communications Center - 17220 Medical Center Parkway per specification	Independence Communications Center - 17220 Medical Center Parkway per specification	32	Weekly	250	8000	165	5280	665	21280	200	6400	0	0	399	12768	140	4480		
Year 1, Location 3, Parks Department	1827 Log Courthouse - 107 West Kansas Ave	1827 Log Courthouse - 107 West Kansas Ave	32	Weekly	40	1280	55	1760	75	2400	40	1280	0	0	55	1760	0	0		
Year 1, Location 4, Parks Department	Model Railroad Museum - 318 W Pacific Ave	Model Railroad Museum - 318 W Pacific Ave	32	Weekly	175	5600	300	9600	365	11680	250	8000	0	0	235	7520	0	0		
Year 1, Location 5, Parks Department	Bingham Waggoner Estate - 313 W Pacific Ave	Bingham Waggoner Estate - 313 W Pacific Ave	32	Weekly	350	11200	1125	36000	1305	41760	770	24640	0	0	1150	36800	0	0		
Year 1, Location 5, Parks Department	Bingham Waggoner Estate - 313 W Pacific Ave	Aerate/Seed/Pre-Emergent Aerate/Seed/Fertilize	2	Spring/Fall	3300	6600	7651.87	15303.74	2375	4750	7000	14000	0	0	4100	8200	0	0		
Year 1, Location 6, Parks Department	Vaile Mansion - 1500 N Liberty St	Vaile Mansion - 1500 N Liberty St	32	Weekly	250	8000	475	15200	625	20000	388	12416	0	0	530	16960	0	0		
Year 1, Location 6, Parks Department	Vaile Mansion - 1500 N Liberty St	Aerate/Seed/Pre-Emergent Aerate/Seed/Fertilize	2	Spring/Fall	3500	7000	3682	7364	3585	7170	4150	8300	0	0	2430	4860	0	0		
Year 1, Location 7, Parks Department	Truman Memorial - 416 W Maple Ave	Truman Memorial - 416 W Maple Ave	32	Weekly	50	1600	75	2400	125	4000	75	2400	0	0	55	1760	0	0		
Year 1, Location 8, Parks Department	North Bess Truman Parkway	North Bess Truman Parkway	32	Weekly	140	4480	215	6880	355	11360	250	8000	0	0	285	9120	0	0		
Year 1, Location 9, Parks Department	Truman Depot (Amtrak) - 600 South Grand Ave	Truman Depot (Amtrak) - 600 South Grand Ave	32	Weekly	75	2400	85	2720	185	5920	90	2880	0	0	160	5120	0	0		
Year 1, Location 10, Parks Department	Santa Fe Park - 2900 S Santa Fe Rd	Aerate/Seed/Pre-Emergent Aerate/Seed/Fertilize	2	Spring/Fall	4500	9000	5930.32	11860.64	4825	9650	5000	10000	0	0	3400	6800	0	0		
Year 1, Location 11, Parks Department	Van Hook - 3231 S Shrank Ave	Aerate/Seed/Pre-Emergent Aerate/Seed/Fertilize	2	Spring/Fall	6800	13600	7651.87	15303.74	8595	17190	8000	16000	0	0	4200	8400	0	0		
Year 1, Location 12, Parks Department	Mill Creek - 1717 N River Blvd	Aerate/Seed/Pre-Emergent Aerate/Seed/Fertilize	2	Spring/Fall	3870	7740	4208.6	8417.2	4185	8370	5670	11340	0		2600	5200	0	0		
TOTAL PARKS AREAS						\$ 98,900		\$ 147,185		\$ 197,470		\$ 150,000		\$ -		\$ 161,598	Incomplete	\$ 26,520		

Bid	ITB #25002 - Mowing Services for City of Independence	Vendor:	Complete Lawn Professionals LLC		Crown Cuts Lawncare LLC		DLCC-DuPree Landscaping & Lawn Care LLC		Galvan's Lawn & Landscape LLC		Level Change Lawn Care		EyedeaLawn Care Solution LLC		Mowers Ahead LLC	
End Date	2025-02-10 02:00 PM CST															
Item Code	Item Name	Item Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price

Power & Light Department Areas:

Year 1, Location 1, Power and Light Department	Substation A - Outside fence along Truman Road (21500 Truman Road) per specification	Substation A - Outside fence along Truman Road (21500 Truman Road) per specification	24	Every 10 Days	350	8400	525	12600	835	20040	550	13200	0	0	0	0	0	0
Year 1, Location 2, Power and Light Department	Substation B - Pleasant, North of 23rd Street (1014 S. McCoy)	Substation B - Pleasant, North of 23rd Street (1014 S. McCoy)	24	Every 10 Days	75	1800	95	2280	125	3000	75	1800	0	0	0	0	0	0
Year 1, Location 3, Power and Light Department	Substation C - 31st Street and Weatherford, West of Noland Road. (3200 Weatherford Rd)	Substation C - 31st Street and Weatherford, West of Noland Road. (3200 Weatherford Rd)	24	Every 10 Days	100	2400	165	3960	165	3960	120	2880	0	0	0	0	0	0
Year 1, Location 4, Power and Light Department	Substation E - 35th Street & Northern, 2 lots: (3450 Northern) 2 open lots: 10524 East 35th St and lot north of 3427 S Hardy	Substation E - 35th Street & Northern, 2 lots: (3450 Northern) 2 open lots: 10524 East 35th St and lot north of 3427 S Hardy	24	Every 10 Days	100	2400	160	3840	165	3960	125	3000	0	0	0	0	0	0
Year 1, Location 5, Power and Light Department	Substation F - East of Glenwood and North of Wilson. Mow/weed eat from Glenwood Street to the fence south of Sub F. Per specification	Substation F - East of Glenwood and North of Wilson. Mow/weed eat from Glenwood Street to the fence south of Sub F. Per specification	24	Every 10 Days	75	1800	85	2040	125	3000	75	1800	0	0	0	0	0	0
Year 1, Location 6, Power and Light Department	Substation H - Salisbury & Highway 291 to highway right of way. South of substation just beyond ditch (16501 East Salisbury Rd)	Substation H - Salisbury & Highway 291 to highway right of way. South of substation just beyond ditch (16501 East Salisbury Rd)	24	Every 10 Days	100	2400	125	3000	185	4440	125	3000	0	0	0	0	0	0
Year 1, Location 7, Power and Light Department	Substation I - 34th Terrace & Kiger (4380 S Kiger Rd). Property runs west beyond the structures.	Substation I - 34th Terrace & Kiger (4380 S Kiger Rd). Property runs west beyond the structures.	24	Every 10 Days	140	3360	225	5400	185	4440	150	3600	0	0	0	0	0	0
Year 1, Location 8, Power and Light Department	Substation J - Noland and Truman, along sidewalk on Noland Road and along Noland west of substation. (14102 E. Truman Rd) per specification	Substation J - Noland and Truman, along sidewalk on Noland Road and along Noland west of substation. (14102 E. Truman Rd) per specification	24	Every 10 Days	90	2160	90	2160	165	3960	75	1800	0	0	0	0	0	0
Year 1, Location 9, Power and Light Department	Substation K - 37th Terrace and Arrowhead, North of Kohl's sidewalk along 37th Terrace and fields adjacent to Substation	Substation K - 37th Terrace and Arrowhead, North of Kohl's sidewalk along 37th Terrace and fields adjacent to Substation	24	Every 10 Days	150	3600	200	4800	310	7440	225	5400	0	0	0	0	0	0

Bid	ITB #25002 - Mowing Services for City of Independence				Vendor:		Complete Lawn Professionals LLC		Crown Cuts Lawncare LLC		DLLC-DuPree Landscaping & Lawn Care LLC		Galvan's Lawn & Landscape LLC		Level Change Lawn Care		EyedeaLawn Care Solution LLC		Mowers Ahead LLC	
End Date	2025-02-10 02:00 PM CST																			
Item Code	Item Name	Item Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Year 1, Location 10, Power and Light Department	Substation M - 1901 Morgan east of Lee's Summit Road (to slope on East side)	Substation M - 1901 Morgan east of Lee's Summit Road (to slope on East side)	24	Every 10 Days	100	2400	140	3360	150	3600	150	3600	0	0	0	0	0	0	0	0
Year 1, Location 11, Power and Light Department	Substation N - 40 Highway, West of Northern (10600 East US-40 Hwy)	Substation N - 40 Highway, West of Northern (10600 East US-40 Hwy)	24	Every 10 Days	60	1440	85	2040	120	2880	150	3600	0	0	0	0	0	0	0	0
Year 1, Location 12, Power and Light Department	Substation Eckles - Blue Mills Road and Eckles, (4006 N Eckles) Northeast of Independence towards Sibley (up to planted fields)	Substation Eckles - Blue Mills Road and Eckles, (4006 N Eckles) Northeast of Independence towards Sibley (up to planted fields)	24	Every 10 Days	180	4320	275	6600	285	6840	235	5640	0	0	0	0	0	0	0	0
Year 1, Location 13, Power and Light Department	Substation P - Speck and Holke Road, (17801 E Holke Rd) along Holke Road from entrance to east property line	Substation P - Speck and Holke Road, (17801 E Holke Rd) along Holke Road from entrance to east property line	24	Every 10 Days	100	2400	125	3000	110	2640	165	3960	0	0	0	0	0	0	0	0
Year 1, Location 14, Power and Light Department	Substation R - 40 Highway (north side) and South Tierney, field along 40 Hwy and sub property (17510 E US 40 Hwy)	Substation R - 40 Highway (north side) and South Tierney, field along 40 Hwy and sub property (17510 E US 40 Hwy)	24	Every 10 Days	130	3120	145	3480	235	5640	300	7200	0	0	0	0	0	0	0	0
Year 1, Location 15, Power and Light Department	IUC Building - 17221 E 23rd Street Every 7 days mow around the IUC Building. Clear out beds (rock and wood chip) surrounding all sides of the IUC Building. Per specification	IUC Building - 17221 E 23rd Street Every 7 days mow around the IUC Building. Clear out beds (rock and wood chip) surrounding all sides of the IUC Building. Per specification	24	Every 10 Days	325	7800	225	5400	495	11880	380	9120	0	0	0	0	650	15600		
Year 1, Location 16, Power and Light Department	Rockwood - 2400 Maywood	Rockwood - 2400 Maywood	8	Once a Month	2500	20000	1500	12000	3230	25840	2000	16000	0	0	0	0	0	0	0	0
TOTAL IPL AREAS						\$ 69,800		\$ 75,960		\$ 113,560		\$ 85,600		\$ -		\$ -	Incomplete	\$ 15,600		

Municipal Services Department - Water Division Areas:

Year 1, Location 1, Municipal Services Water Division	Van Horn Pump Station and Reservoir - 11610 East Truman Road, Approximate size - 1.68 acres	Van Horn Pump Station and Reservoir - 11610 East Truman Road, Approximate size - 1.68 acres	32	Weekly	0	0	0	0	270	8640	125	4000	150	4800	0	0	0	0		
Year 1, Location 1, Municipal Services Water Division	Van Horn Pump Station and Reservoir - 11610 East Truman Road, Approximate size - 1.68 acres	Clean-up (raking and removing leaves from property)	2	Spring/Fall	0	0	0	0	315	630	780	1560	300	600	0	0	0	0		
Year 1, Location 2, Municipal Services Water Division	Van Horn Services/Construction/Maintenance Offices 420 North Forest, Approximate size - 3.8 acres	Van Horn Services/Construction/Maintenance Offices 420 North Forest, Approximate size - 3.8 acres	32	Weekly	0	0	0	0	260	8320	225	7200	250	8000	0	0	0	0		

Bid End Date	ITB #25002 - Mowing Services for City of Independence 2025-02-10 02:00 PM CST				Vendor:		Complete Lawn Professionals LLC		Crown Cuts Lawncare LLC		DLLC-DuPree Landscaping & Lawn Care LLC		Galvan's Lawn & Landscape LLC		Level Change Lawn Care		EyedeaLawn Care Solution LLC		Mowers Ahead LLC	
Item Code	Item Name	Item Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price		
Year 1, Location 3, Municipal Services Water Division	North Main Elevated Tank - 835 North Liberty and North Main, Approximate size - .97 acres	North Main Elevated Tank - 835 North Liberty and North Main, Approximate size - .97 acres	32	Weekly	0	0	0	0	125	4000	80	2560	100	3200	0	0	0	0		
Year 1, Location 4, Municipal Services Water Division	Dodgion Elevated Tank - 1717 S. Dodgion, Approximate size - .8 acres	Dodgion Elevated Tank - 1717 S. Dodgion, Approximate size - .8 acres	32	Weekly	0	0	0	0	145	4640	75	2400	100	3200	0	0	0	0		
Year 1, Location 5, Municipal Services Water Division	35th Street Pump Station and Reservoir - 13600 E 35th Street, Approximate size - 1.3 acres	35th Street Pump Station and Reservoir - 13600 E 35th Street, Approximate size - 1.3 acres	32	Weekly	0	0	0	0	215	6880	80	2560	100	3200	0	0	0	0		
Year 1, Location 6, Municipal Services Water Division	39th Street Pump Station and Reservoir - 3800 Davidson, Approximate size - 1.3 acres.	39th Street Pump Station and Reservoir - 3800 Davidson, Approximate size - 1.3 acres.	32	Weekly	0	0	0	0	125	4000	250	8000	100	3200	0	0	0	0		
Year 1, Location 6, Municipal Services Water Division	39th Street Pump Station and Reservoir - 3800 Davidson, Approximate size - 1.3 acres.	Clean-up (raking and removing leaves from property)	2	Spring/Fall	0	0	0	0	195	390	780	1560	300	600	0	0	0	0		
Year 1, Location 7, Municipal Services Water Division	Truman Road Booster Station - 8609 Truman Road, Approximate size - .1 acres.	Truman Road Booster Station - 8609 Truman Road, Approximate size - .1 acres.	32	Weekly	0	0	0	0	85	2720	65	2080	75	2400	0	0	0	0		
Year 1, Location 8, Municipal Services Water Division	Courtney Bend Water Treatment Plant/ Plant Well Field - 14700 Cement City Road - Approximate size 55.6 acres	Courtney Bend Water Treatment Plant/ Plant Well Field - 14700 Cement City Road - Approximate size 55.6 acres	32	Weekly	0	0	0	0	3705	118560	3800	121600	4250	136000	0	0	0	0		
Year 1, Location 9, Municipal Services Water Division	West Well Field Levee - Approximately 6 acres - Mowing is to be performed on the levee located on the west and north side of the City's Water Treatment Plant property. Per specification	West Well Field Levee - Approximately 6 acres - Mowing is to be performed on the levee located on the west and north side of the City's Water Treatment Plant property. Per specification	6	6 times per contract period	0	0	0	0	450	2700	525	3150	700	4200	0	0	0	0		
Year 1, Location 10, Municipal Services - Water Division	East Well Field - East of M-291 Hwy, Approximate size - 8 acres.	East Well Field - East of M-291 Hwy, Approximate size - 8 acres.	32	Weekly	0	0	0	0	540	17280	480	15360	450	14400	0	0	0	0		
Year 1, Location 11, Municipal Services - Water Division	East Well Field Levee - approximately 1.5 acres - Mowing is to be performed on the levee located on the North side of The East well field. The East well field is located South of the Missouri River, east of Highway 291.	East Well Field Levee - approximately 1.5 acres - Mowing is to be performed on the levee located on the North side of The East well field. The East well field is located South of the Missouri River, east of Highway 291.	6	6 times per contract period	0	0	0	0	155	930	525	3150	400	2400	0	0	0	0		

Bid End Date	ITB #25002 - Mowing Services for City of Independence 2025-02-10 02:00 PM CST				Vendor:		Complete Lawn Professionals LLC		Crown Cuts Lawncare LLC		DLLC-DuPree Landscaping & Lawn Care LLC		Galvan's Lawn & Landscape LLC		Level Change Lawn Care		EyedeaLawn Care Solution LLC		Mowers Ahead LLC	
Item Code	Item Name	Item Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price		
Year 1, Location 12, Municipal Services - Water Division	North Well Field - North of MO River on the West side of M-291 Hwy, Approximate size - 2 acres.	North Well Field - North of MO River on the West side of M-291 Hwy, Approximate size - 2 acres.	32	Weekly	0	0	0	0	365	11680	200	6400	450	14400	0	0	0	0		
Year 1, Location 13, Municipal Services - Water Division	North Well Field Levee - Approximate size - 3 acres.	North Well Field Levee - Approximate size - 3 acres.	6	6 times per contract period	0	0	0	0	245	1470	300	1800	400	2400	0	0	0	0		
Year 1, Location 14, Municipal Services - Water Division	Monitoring Well - various locations, Mow 2 passes or Hand trim a minimum of five (5) feet Diameter around the 11 monitoring well nests located outside the other areas previously listed. See the map for monitoring well locations.	Monitoring Well - various locations, Mow 2 passes or Hand trim a minimum of five (5) feet Diameter around the 11 monitoring well nests located outside the other areas previously listed. See the map for monitoring well locations.	32	Weekly	0	0	0	0	870	27840	650	20800	125	4000	0	0	0	0		
TOTAL MS-WATER AREAS						\$ -		\$ -		\$ 220,680		\$ 204,180		\$ 207,000		\$ -		\$ -		

YEAR 1 SUBTOTALS						\$ 168,700		\$ 223,145		\$ 531,710		\$ 439,780		\$ 207,000		\$ 161,598		\$ 42,120
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YEAR 2	Parks Department Areas:																	
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Year 2, Location 1, Parks Department	Independence Municipal Commons - 20201 E Jackson Drive per specification	Independence Municipal Commons - 20201 E Jackson Drive per specification	32	Weekly	175	5600	165	5280	835	26720	525.75	16824	0	0	0	0	0	0
Year 2, Location 1, Parks Department	Independence Municipal Commons - 20201 E Jackson Drive per specification	Independence Municipal Commons - 20201 E Jackson Drive per specification	1	Spring	4700	4700	1908	1908	3350	3350	5970	5970	0	0	0	0	0	0
Year 2, Location 1, Parks Department	Independence Municipal Commons - 20201 E Jackson Drive per specification	Independence Municipal Commons - 20201 E Jackson Drive per specification	1	Fall	2900	2900	1908	1908	3350	3350	1550	1550	0	0	0	0	0	0
Year 2, Location 2, Parks Department	Independence Communications Center - 17220 Medical Center Parkway per specification	Independence Communications Center - 17220 Medical Center Parkway per specification	32	Weekly	275	8800	165	5280	665	21280	200	6400	0	0	0	0	0	0
Year 2, Location 3, Parks Department	1827 Log Courthouse - 107 West Kansas Ave	1827 Log Courthouse - 107 West Kansas Ave	32	Weekly	40	1280	55	1760	75	2400	40	1280	0	0	0	0	0	0
Year 2, Location 4, Parks Department	Model Railroad Museum - 318 W Pacific Ave	Model Railroad Museum - 318 W Pacific Ave	32	Weekly	175	5600	300	9600	365	11680	250	8000	0	0	0	0	0	0
Year 2, Location 5, Parks Department	Bingham Waggoner Estate - 313 W Pacific Ave	Bingham Waggoner Estate - 313 W Pacific Ave	32	Weekly	350	11200	1125	36000	1305	41760	770	24640	0	0	0	0	0	0

Bid	ITB #25002 - Mowing Services for City of Independence				Vendor:		Complete Lawn Professionals LLC		Crown Cuts Lawncare LLC		DLLC-DuPree Landscaping & Lawn Care LLC		Galvan's Lawn & Landscape LLC		Level Change Lawn Care		EyedeaLawn Care Solution LLC		Mowers Ahead LLC	
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Year 2, Location 5, Parks Department	Bingham Waggoner Estate - 313 W Pacific Ave	Aerate/Seed/Pre-Emergent Aerate/Seed/Fertilize	2	Spring/Fall	3300	6600	7651.87	15303.74	3250	6500	7000	14000	0	0	0	0	0	0	0	0
Year 2, Location 6, Parks Department	Vaile Mansion - 1500 N Liberty St	Vaile Mansion - 1500 N Liberty St	32	Weekly	250	8000	475	15200	625	20000	388	12416	0	0	0	0	0	0	0	0
Year 2, Location 6, Parks Department	Vaile Mansion - 1500 N Liberty St	Aerate/Seed/Pre-Emergent Aerate/Seed/Fertilize	2	Spring/Fall	3500	7000	3682	7364	3585	7170	4150	8300	0	0	0	0	0	0	0	0
Year 2, Location 7, Parks Department	Truman Memorial - 416 W Maple Ave	Truman Memorial - 416 W Maple Ave	32	Weekly	50	1600	75	2400	135	4320	75	2400	0	0	0	0	0	0	0	0
Year 2, Location 8, Parks Department	North Bess Truman Parkway	North Bess Truman Parkway	32	Weekly	140	4480	215	6880	355	11360	250	8000	0	0	0	0	0	0	0	0
Year 2, Location 9, Parks Department	Truman Depot (Amtrak) - 600 South Grand Ave	Truman Depot (Amtrak) - 600 South Grand Ave	32	Weekly	75	2400	85	2720	325	10400	90	2880	0	0	0	0	0	0	0	0
Year 2, Location 10, Parks Department	Santa Fe Park - 2900 S Santa Fe Rd	Aerate/Seed/Pre-Emergent Aerate/Seed/Fertilize	2	Spring/Fall	4500	9000	5930.32	11860.64	4125	8250	5000	10000	0	0	0	0	0	0	0	0
Year 2, Location 11, Parks Department	Van Hook - 3231 S Shrank Ave	Aerate/Seed/Pre-Emergent Aerate/Seed/Fertilize	2	Spring/Fall	6800	13600	7651.87	15303.74	8525	17050	8000	16000	0	0	0	0	0	0	0	0
Year 2, Location 12, Parks Department	Mill Creek - 1717 N River Blvd	Aerate/Seed/Pre-Emergent Aerate/Seed/Fertilize	2	Spring/Fall	3870	7740	4208.6	8417.2	4825	9650	5670	11340	0	0	0	0	0	0	0	0
TOTAL PARKS AREAS						\$ 100,500		\$ 147,185		\$ 205,240		\$ 150,000		\$ -		\$ -		\$ -		

Power & Light Department Areas:

Year 2, Location 1, Power and Light Department	Substation A - Outside fence along Truman Road (21500 Truman Road) per specification	Substation A - Outside fence along Truman Road (21500 Truman Road) per specification	24	Every 10 Days	350	8400	525	12600	835	20040	550	13200	0	0	0	0	0	0	0	0
Year 2, Location 2, Power and Light Department	Substation B - Pleasant, North of 23rd Street (1014 S. McCoy)	Substation B - Pleasant, North of 23rd Street (1014 S. McCoy)	24	Every 10 Days	75	1800	95	2280	125	3000	75	1800	0	0	0	0	0	0	0	0
Year 2, Location 3, Power and Light Department	Substation C - 31st Street and Weatherford, West of Noland Road. (3200 Weatherford Rd)	Substation C - 31st Street and Weatherford, West of Noland Road. (3200 Weatherford Rd)	24	Every 10 Days	100	2400	165	3960	165	3960	120	2880	0	0	0	0	0	0	0	0
Year 2, Location 4, Power and Light Department	Substation E - 35th Street & Northern, 2 lots: (3450 Northern) 2 open lots: 10524 East 35th St and lot north of 3427 S Hardy	Substation E - 35th Street & Northern, 2 lots: (3450 Northern) 2 open lots: 10524 East 35th St and lot north of 3427 S Hardy	24	Every 10 Days	100	2400	160	3840	165	3960	125	3000	0	0	0	0	0	0	0	0
Year 2, Location 5, Power and Light Department	Substation F - East of Glenwood and North of Wilson. Mow/weed eat from Glenwood Street to the fence south of Sub F. Per specification	Substation F - East of Glenwood and North of Wilson. Mow/weed eat from Glenwood Street to the fence south of Sub F. Per specification	24	Every 10 Days	75	1800	85	2040	125	3000	75	1800	0	0	0	0	0	0	0	0

Bid	ITB #25002 - Mowing Services for City of Independence					Vendor:		Complete Lawn Professionals LLC		Crown Cuts Lawncare LLC		DLLC-DuPree Landscaping & Lawn Care LLC		Galvan's Lawn & Landscape LLC		Level Change Lawn Care		EyedeaLawn Care Solution LLC		Mowers Ahead LLC	
End Date	2025-02-10 02:00 PM CST																				
Item Code	Item Name	Item Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	
Year 2, Location 6, Power and Light Department	Substation H - Salisbury & Highway 291 to highway right of way. South of substation just beyond ditch (16501 East Salisbury Rd)	Substation H - Salisbury & Highway 291 to highway right of way. South of substation just beyond ditch (16501 East Salisbury Rd)	24	Every 10 Days	120	2880	125	3000	185	4440	125	3000	0	0	0	0	0	0	0	0	
Year 2, Location 7, Power and Light Department	Substation I - 34th Terrace & Kiger (4380 S Kiger Rd). Property runs west beyond the structures.	Substation I - 34th Terrace & Kiger (4380 S Kiger Rd). Property runs west beyond the structures.	24	Every 10 Days	140	3360	225	5400	185	4440	150	3600	0	0	0	0	0	0	0	0	
Year 2,Location 8, Power and Light Department	Substation J - Noland and Truman, along sidewalk on Noland Road and along Noland west of substation. (14102 E. Truman Rd) per specification	Substation J - Noland and Truman, along sidewalk on Noland Road and along Noland west of substation. (14102 E. Truman Rd) per specification	24	Every 10 Days	90	2160	90	2160	165	3960	75	1800	0	0	0	0	0	0	0	0	
Year 2, Location 9, Power and Light Department	Substation K - 37th Terrace and Arrowhead, North of Kohl's sidewalk along 37th Terrace and fields adjacent to Substation	Substation K - 37th Terrace and Arrowhead, North of Kohl's sidewalk along 37th Terrace and fields adjacent to Substation	24	Every 10 Days	150	3600	200	4800	310	7440	225	5400	0	0	0	0	0	0	0	0	
Year 2, Location 10, Power and Light Department	Substation M - 1901 Morgan east of Lee's Summit Road (to slope on East side)	Substation M - 1901 Morgan east of Lee's Summit Road (to slope on East side)	24	Every 10 Days	100	2400	140	3360	200	4800	150	3600	0	0	0	0	0	0	0	0	
Year 2, Location 11, Power and Light Department	Substation N - 40 Highway, West of Northern (10600 East US-40 Hwy)	Substation N - 40 Highway, West of Northern (10600 East US-40 Hwy)	24	Every 10 Days	60	1440	85	2040	120	2880	150	3600	0	0	0	0	0	0	0	0	
Year 2, Location 12, Power and Light Department	Substation Eckles - Blue Mills Road and Eckles, (4006 N Eckles) Northeast of Independence towards Sibley (up to planted fields)	Substation Eckles - Blue Mills Road and Eckles, (4006 N Eckles) Northeast of Independence towards Sibley (up to planted fields)	24	Every 10 Days	180	4320	275	6600	285	6840	235	5640	0	0	0	0	0	0	0	0	
Year 2, Location 13, Power and Light Department	Substation P - Speck and Holke Road, (17801 E Holke Rd) along Holke Road from entrance to east property line	Substation P - Speck and Holke Road, (17801 E Holke Rd) along Holke Road from entrance to east property line	24	Every 10 Days	100	2400	125	3000	110	2640	165	3960	0	0	0	0	0	0	0	0	
Year 2, Location 14, Power and Light Department	Substation R - 40 Highway (north side) and South Tierney, field along 40 Hwy and sub property (17510 E US 40 Hwy)	Substation R - 40 Highway (north side) and South Tierney, field along 40 Hwy and sub property (17510 E US 40 Hwy)	24	Every 10 Days	130	3120	145	3480	225	5400	300	7200	0	0	0	0	0	0	0	0	

Bid	ITB #25002 - Mowing Services for City of Independence				Vendor:		Complete Lawn Professionals LLC		Crown Cuts Lawncare LLC		DLLC-DuPree Landscaping & Lawn Care LLC		Galvan's Lawn & Landscape LLC		Level Change Lawn Care		EyedeaLawn Care Solution LLC		Mowers Ahead LLC	
End Date	2025-02-10 02:00 PM CST																			
Item Code	Item Name	Item Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price		
Year 2, Location 15, Power and Light Department	IUC Building - 17221 E 23rd Street Every 7 days mow around the IUC Building. Clear out beds (rock and wood chip) surrounding all sides of the IUC Building. Per specification	IUC Building - 17221 E 23rd Street Every 7 days mow around the IUC Building. Clear out beds (rock and wood chip) surrounding all sides of the IUC Building. Per specification	24	Every 10 Days	325	7800	225	5400	495	11880	380	9120	0	0	0	0	0	0		
		Rockwood - 2400 Maywood	8	Once a Month	2500	20000	1500	12000	3230	25840	2000	16000	0	0	0	0	0	0		
TOTAL IPL AREAS						\$ 70,280		\$ 75,960		\$ 114,520		\$ 85,600		\$ -		\$ -		\$ -		

Municipal Services Department - Water Division Areas:

Year 2, Location 1, Municipal Services Water Division	Van Horn Pump Station and Reservoir - 11610 East Truman Road, Approximate size - 1.68 acres	Van Horn Pump Station and Reservoir - 11610 East Truman Road, Approximate size - 1.68 acres	32	Weekly	0	0	0	0	270	8640	125	4000	150	4800	0	0	0	0
Year 2, Location 1, Municipal Services Water Division	Van Horn Pump Station and Reservoir - 11610 East Truman Road, Approximate size - 1.68 acres	Clean-up (raking and removing leaves from property)	2	Spring/Fall	0	0	0	0	130	260	780	1560	300	600	0	0	0	0
Year 2, Location 2, Municipal Services Water Division	Van Horn Services/Construction/Maintenance Offices 420 North Forest, Approximate size - 3.8 acres	Van Horn Services/Construction/Maintenance Offices 420 North Forest, Approximate size - 3.8 acres	32	Weekly	0	0	0	0	280	8960	225	7200	250	8000	0	0	0	0
Year 2, Location 3, Municipal Services Water Division	North Main Elevated Tank - 835 North Liberty and North Main, Approximate size - .97 acres	North Main Elevated Tank - 835 North Liberty and North Main, Approximate size - .97 acres	32	Weekly	0	0	0	0	145	4640	80	2560	100	3200	0	0	0	0
Year 2, Location 4, Municipal Services Water Division	Dodgion Elevated Tank - 1717 S. Dodgion, Approximate size - .8 acres	Dodgion Elevated Tank - 1717 S. Dodgion, Approximate size - .8 acres	32	Weekly	0	0	0	0	135	4320	75	2400	100	3200	0	0	0	0
Year 2, Location 5, Municipal Services Water Division	35th Street Pump Station and Reservoir - 13600 E 35th Street, Approximate size - 1.3 acres	35th Street Pump Station and Reservoir - 13600 E 35th Street, Approximate size - 1.3 acres	32	Weekly	0	0	0	0	200	6400	80	2560	100	3200	0	0	0	0
Year 2, Location 6, Municipal Services Water Division	39th Street Pump Station and Reservoir - 3800 Davidson, Approximate size - 1.3 acres.	39th Street Pump Station and Reservoir - 3800 Davidson, Approximate size - 1.3 acres.	32	Weekly	0	0	0	0	125	4000	250	8000	100	3200	0	0	0	0
Year 2, Location 6, Municipal Services Water Division	39th Street Pump Station and Reservoir - 3800 Davidson, Approximate size - 1.3 acres.	Clean-up (raking and removing leaves from property)	2	Spring/Fall	0	0	0	0	385	770	780	1560	300	600	0	0	0	0
Year 2, Location 7, Municipal Services Water Division	Truman Road Booster Station - 8609 Truman Road, Approximate size -.1 acres.	Truman Road Booster Station - 8609 Truman Road, Approximate size -.1 acres.	32	Weekly	0	0	0	0	70	2240	65	2080	75	2400	0	0	0	0

Bid End Date	ITB #25002 - Mowing Services for City of Independence 2025-02-10 02:00 PM CST				Vendor:		Complete Lawn Professionals LLC		Crown Cuts Lawncare LLC		DLLC-DuPree Landscaping & Lawn Care LLC		Galvan's Lawn & Landscape LLC		Level Change Lawn Care		EyedeaLawn Care Solution LLC		Mowers Ahead LLC	
Item Code	Item Name	Item Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price		
Year 2, Location 8, Municipal Services Water Division	Courtney Bend Water Treatment Plant/ Plant Well Field - 14700 Cement City Road - Approximate size 55.6 acres	Courtney Bend Water Treatment Plant/ Plant Well Field - 14700 Cement City Road - Approximate size 55.6 acres	32	Weekly	0	0	0	0	3575	114400	3800	121600	4275	136800	0	0	0	0		
Year 2, Location 9, Municipal Services Water Division	West Well Field Levee - Approximately 6 acres - Mowing is to be performed on the levee located on the west and north side of the City's Water Treatment Plant property. Per specification	West Well Field Levee - Approximately 6 acres - Mowing is to be performed on the levee located on the west and north side of the City's Water Treatment Plant property. Per specification	6	6 times per contract period	0	0	0	0	550	3300	525	3150	705	4230	0	0	0	0		
Year 2, Location 10, Municipal Services - Water Division	East Well Field - East of M-291 Hwy, Approximate size - 8 acres.	East Well Field - East of M-291 Hwy, Approximate size - 8 acres.	32	Weekly	0	0	0	0	695	22240	480	15360	455	14560	0	0	0	0		
Year 2, Location 11, Municipal Services - Water Division	East Well Field Levee - approximately 1.5 acres - Mowing is to be performed on the levee located on the North side of The East well field. The East well field is located South of the Missouri River, east of Highway 291.	East Well Field Levee - approximately 1.5 acres - Mowing is to be performed on the levee located on the North side of The East well field. The East well field is located South of the Missouri River, east of Highway 291.	6	6 times per contract period	0	0	0	0	135	810	525	3150	405	2430	0	0	0	0		
Year 2, Location 12, Municipal Services - Water Division	North Well Field - North of MO River on the West side of M-291 Hwy, Approximate size - 2 acres.	North Well Field - North of MO River on the West side of M-291 Hwy, Approximate size - 2 acres.	32	Weekly	0	0	0	0	365	11680	200	6400	455	14560	0	0	0	0		
Year 2, Location 13, Municipal Services - Water Division	North Well Field Levee - Approximate size - 3 acres.	North Well Field Levee - Approximate size - 3 acres.	6	6 times per contract period	0	0	0	0	225	1350	300	1800	405	2430	0	0	0	0		
Year 2, Location 14, Municipal Services - Water Division	Monitoring Well - various locations, Mow 2 passes or Hand trim a minimum of five (5) feet Diameter around the 11 monitoring well nests located outside the other areas previously listed. See the map for monitoring well locations.	Monitoring Well - various locations, Mow 2 passes or Hand trim a minimum of five (5) feet Diameter around the 11 monitoring well nests located outside the other areas previously listed. See the map for monitoring well locations.	32	Weekly	0	0	0	0	890	28480	650	20800	125	4000	0	0	0	0		
TOTAL MS-WATER AREAS						\$ -		\$ -		\$ 222,490		\$ 204,180		\$ 208,210		\$ -		\$ -		
YEAR 2 SUBTOTALS						\$ 170,780		\$ 223,145		\$ 542,250		\$ 439,780		\$ 208,210		\$ -		\$ -		
YEAR 3																				

Bid	ITB #25002 - Mowing Services for City of Independence				Vendor:		Complete Lawn Professionals LLC		Crown Cuts Lawncare LLC		DLCC-DuPree Landscaping & Lawn Care LLC		Galvan's Lawn & Landscape LLC		Level Change Lawn Care		EyedeaLawn Care Solution LLC		Mowers Ahead LLC	
End Date	2025-02-10 02:00 PM CST																			
Item Code	Item Name	Item Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Parks Department Areas:																				
Year 3, Location 1, Parks Department	Independence Municipal Commons - 20201 E Jackson Drive per specification	Independence Municipal Commons - 20201 E Jackson Drive per specification	32	Weekly	175	5600	165	5280	835	26720	541.52	17328.64	0	0	0	0	470	15040		
Year 3, Location 1, Parks Department	Independence Municipal Commons - 20201 E Jackson Drive per specification	Independence Municipal Commons - 20201 E Jackson Drive per specification	1	Spring	4700	4700	1908	1908	3350	3350	6149.1	6149.1	0	0	0	0	0	0		
Year 3, Location 1, Parks Department	Independence Municipal Commons - 20201 E Jackson Drive per specification	Independence Municipal Commons - 20201 E Jackson Drive per specification	1	Fall	2900	2900	1908	1908	3350	3350	1596.5	1596.5	0	0	0	0	3500	3500		
Year 3, Location 2, Parks Department	Independence Communications Center - 17220 Medical Center Parkway per specification	Independence Communications Center - 17220 Medical Center Parkway per specification	32	Weekly	275	8800	165	5280	665	21280	206	6592	0	0	0	0	140	4480		
Year 3, Location 3, Parks Department	1827 Log Courthouse - West Kansas Ave	1827 Log Courthouse - 107 West Kansas Ave	32	Weekly	40	1280	55	1760	75	2400	41.2	1318.4	0	0	0	0	0	0		
Year 3, Location 4, Parks Department	Model Railroad Museum - 318 W Pacific Ave	Model Railroad Museum - 318 W Pacific Ave	32	Weekly	175	5600	300	9600	365	11680	257.5	8240	0	0	0	0	0	0		
Year 3, Location 5, Parks Department	Bingham Waggoner Estate - 313 W Pacific Ave	Bingham Waggoner Estate - 313 W Pacific Ave	32	Weekly	350	11200	1125	36000	1305	41760	793.1	25379.2	0	0	0	0	0	0		
Year 3, Location 5, Parks Department	Bingham Waggoner Estate - 313 W Pacific Ave	Aerate/Seed/Pre-Emergent Aerate/Seed/Fertilize	2	Spring/Fall	3300	6600	7651.87	15303.74	3350	6700	7210	14420	0	0	0	0	0	0		
Year 3, Location 6, Parks Department	Vaile Mansion - 1500 N Liberty St	Vaile Mansion - 1500 N Liberty St	32	Weekly	250	8000	475	15200	625	20000	399.64	12788.48	0	0	0	0	525	16800		
Year 3, Location 6, Parks Department	Vaile Mansion - 1500 N Liberty St	Aerate/Seed/Pre-Emergent Aerate/Seed/Fertilize	2	Spring/Fall	3500	7000	3682	7364	3585	7170	4274.5	8549	0	0	0	0	2500	5000		
Year 3, Location 7, Parks Department	Truman Memorial - 416 W Maple Ave	Truman Memorial - 416 W Maple Ave	32	Weekly	50	1600	75	2400	135	4320	77.25	2472	0	0	0	0	180	5760		
Year 3, Location 8, Parks Department	North Bess Truman Parkway	North Bess Truman Parkway	32	Weekly	140	4480	215	6880	355	11360	257.5	8240	0	0	0	0	180	5760		
Year 3, Location 9, Parks Department	Truman Depot (Amtrak) - 600 South Grand Ave	Truman Depot (Amtrak) - 600 South Grand Ave	32	Weekly	75	2400	85	2720	325	10400	92.7	2966.4	0	0	0	0	120	3840		
Year 3, Location 10, Parks Department	Santa Fe Park - 2900 S Santa Fe Rd	Aerate/Seed/Pre-Emergent Aerate/Seed/Fertilize	2	Spring/Fall	4500	9000	5930.32	11860.64	4125	8250	5150	10300	0	0	0	0	0	0		
Year 3, Location 11, Parks Department	Van Hook - 3231 S Shrank Ave	Aerate/Seed/Pre-Emergent Aerate/Seed/Fertilize	2	Spring/Fall	6800	13600	7651.87	15303.74	8595	17190	8240	16480	0	0	0	0	0	0		
Year 3, Location 12, Parks Department	Mill Creek - 1717 N River Blvd	Aerate/Seed/Pre-Emergent Aerate/Seed/Fertilize	2	Spring/Fall	3870	7740	4208.6	8417.2	4185	8370	5840.1	11680.2	0				0	0		
TOTAL PARKS AREAS						\$ 100,500		\$ 147,185		\$ 204,300		\$ 154,500		\$ -		\$ -	Incomplete	\$ 60,180		

Bid End Date					ITB #25002 - Mowing Services for City of Independence 2025-02-10 02:00 PM CST					Vendor:		Complete Lawn Professionals LLC		Crown Cuts Lawncare LLC		DLLC-DuPree Landscaping & Lawn Care LLC		Galvan's Lawn & Landscape LLC		Level Change Lawn Care		EyedeaLawn Care Solution LLC		Mowers Ahead LLC	
Item Code	Item Name	Item Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	

Power & Light Department Areas:

Year 3, Location 1, Power and Light Department	Substation A - Outside fence along Truman Road (21500 Truman Road) per specification	Substation A - Outside fence along Truman Road (21500 Truman Road) per specification	24	Every 10 Days	350	8400	525	12600	845	20280	566.5	13596	0	0	0	0	0	0
Year 3,Location 2, Power and Light Department	Substation B - Pleasant, North of 23rd Street (1014 S. McCoy)	Substation B - Pleasant, North of 23rd Street (1014 S. McCoy)	24	Every 10 Days	75	1800	95	2280	135	3240	77.25	1854	0	0	0	0	0	0
Year 3, Location 3, Power and Light Department	Substation C - 31st Street and Weatherford, West of Noland Road. (3200 Weatherford Rd)	Substation C - 31st Street and Weatherford, West of Noland Road. (3200 Weatherford Rd)	24	Every 10 Days	100	2400	165	3960	175	4200	123.6	2966.4	0	0	0	0	0	0
Year 3, Location 4, Power and Light Department	Substation E - 35th Street & Northern, 2 lots: (3450 Northern) 2 open lots: 10524 East 35th St and lot north of 3427 S Hardy	Substation E - 35th Street & Northern, 2 lots: (3450 Northern) 2 open lots: 10524 East 35th St and lot north of 3427 S Hardy	24	Every 10 Days	100	2400	160	3840	175	4200	128.75	3090	0	0	0	0	0	0
Year 3, Location 5, Power and Light Department	Substation F - East of Glenwood and North of Wilson. Mow/weed eat from Glenwood Street to the fence south of Sub F. Per specification	Substation F - East of Glenwood and North of Wilson. Mow/weed eat from Glenwood Street to the fence south of Sub F. Per specification	24	Every 10 Days	75	1800	85	2040	135	3240	77.25	1854	0	0	0	0	0	0
Year 3, Location 6, Power and Light Department	Substation H - Salisbury & Highway 291 to highway right of way. South of substation just beyond ditch (16501 East Salisbury Rd)	Substation H - Salisbury & Highway 291 to highway right of way. South of substation just beyond ditch (16501 East Salisbury Rd)	24	Every 10 Days	120	2880	125	3000	195	4680	128.75	3090	0	0	0	0	0	0
Year 3, Location 7, Power and Light Department	Substation I - 34th Terrace & Kiger (4380 S Kiger Rd). Property runs west beyond the structures.	Substation I - 34th Terrace & Kiger (4380 S Kiger Rd). Property runs west beyond the structures.	24	Every 10 Days	140	3360	225	5400	195	4680	154.5	3708	0	0	0	0	0	0
Year 3, Location 8, Power and Light Department	Substation J - Noland and Truman, along sidewalk on Noland Road and along Noland west of substation. (14102 E. Truman Rd) per specification	Substation J - Noland and Truman, along sidewalk on Noland Road and along Noland west of substation. (14102 E. Truman Rd) per specification	24	Every 10 Days	90	2160	90	2160	175	4200	77.25	1854	0	0	0	0	0	0
Year 3, Location 9, Power and Light Department	Substation K - 37th Terrace and Arrowhead, North of Kohl's sidewalk along 37th Terrace and fields adjacent to Substation	Substation K - 37th Terrace and Arrowhead, North of Kohl's sidewalk along 37th Terrace and fields adjacent to Substation	24	Every 10 Days	150	3600	200	4800	325	7800	231.75	5562	0	0	0	0	0	0

Bid	ITB #25002 - Mowing Services for City of Independence	Vendor:	Complete Lawn Professionals LLC		Crown Cuts Lawncare LLC		DLLC-DuPree Landscaping & Lawn Care LLC		Galvan's Lawn & Landscape LLC		Level Change Lawn Care		EyedeaLawn Care Solution LLC		Mowers Ahead LLC	
End Date	2025-02-10 02:00 PM CST															
Item Code	Item Name	Item Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Year 3, Location 10, Power and Light Department	Substation M - 1901 Morgan east of Lee's Summit Road (to slope on East side)	Substation M - 1901 Morgan east of Lee's Summit Road (to slope on East side)	24	Every 10 Days	100	2400	140	3360	215	5160	154.5	3708	0	0	0	0
Year 3, Location 11, Power and Light Department	Substation N - 40 Highway, West of Northern (10600 East US-40 Hwy)	Substation N - 40 Highway, West of Northern (10600 East US-40 Hwy)	24	Every 10 Days	60	1440	85	2040	135	3240	154.5	3708	0	0	0	0
Year 3, Location 12, Power and Light Department	Substation Eckles - Blue Mills Road and Eckles, (4006 N Eckles) Northeast of Independence towards Sibley (up to planted fields)	Substation Eckles - Blue Mills Road and Eckles, (4006 N Eckles) Northeast of Independence towards Sibley (up to planted fields)	24	Every 10 Days	180	4320	275	6600	285	6840	242.05	5809.2	0	0	0	0
Year 3, Location 13, Power and Light Department	Substation P - Speck and Holke Road, (17801 E Holke Rd) along Holke Road from entrance to east property line	Substation P - Speck and Holke Road, (17801 E Holke Rd) along Holke Road from entrance to east property line	24	Every 10 Days	100	2400	125	3000	125	3000	169.25	4062	0	0	0	0
Year 3, Location 14, Power and Light Department	Substation R - 40 Highway (north side) and South Tierney, field along 40 Hwy and sub property (17510 E US 40 Hwy)	Substation R - 40 Highway (north side) and South Tierney, field along 40 Hwy and sub property (17510 E US 40 Hwy)	24	Every 10 Days	130	3120	145	3480	235	5640	309	7416	0	0	0	0
Year 3, Location 15, Power and Light Department	IUC Building - 17221 E 23rd Street Every 7 days mow around the IUC Building. Clear out beds (rock and wood chip) surrounding all sides of the IUC Building. Per specification	IUC Building - 17221 E 23rd Street Every 7 days mow around the IUC Building. Clear out beds (rock and wood chip) surrounding all sides of the IUC Building. Per specification	24	Every 10 Days	325	7800	225	5400	505	12120	391.4	9393.6	0	0	0	0
Year 3, Location 16, Power and Light Department	Rockwood - 2400 Maywood	Rockwood - 2400 Maywood	8	Once a Month	1750	14000	1500	12000	3230	25840	2060	16480	0	0	0	0
TOTAL IPL AREAS						\$ 64,280		\$ 75,960		\$ 118,360		\$ 88,151		\$ -		\$ -

Municipal Services Department - Water Division Areas:

Year 3, Location 1, Municipal Services Water Division	Van Horn Pump Station and Reservoir - 11610 East Truman Road, Approximate size - 1.68 acres	Van Horn Pump Station and Reservoir - 11610 East Truman Road, Approximate size - 1.68 acres	32	Weekly	0	0	0	0	145	4640	128.75	4120	155	4960	0	0
Year 3, Location 1, Municipal Services Water Division	Van Horn Pump Station and Reservoir - 11610 East Truman Road, Approximate size - 1.68 acres	Clean-up (raking and removing leaves from property)	2	Spring/Fall	0	0	0	0	325	650	803.4	1606.8	300	600	0	0
Year 3, Location 2, Municipal Services Water Division	Van Horn Services/Construction/Maintenance Offices 420 North Forest, Approximate size - 3.8 acres	Van Horn Services/Construction/Maintenance Offices 420 North Forest, Approximate size - 3.8 acres	32	Weekly	0	0	0	0	300	9600	231.75	7416	255	8160	0	0

Bid End Date	ITB #25002 - Mowing Services for City of Independence 2025-02-10 02:00 PM CST				Vendor:		Complete Lawn Professionals LLC		Crown Cuts Lawncare LLC		DLLC-DuPree Landscaping & Lawn Care LLC		Galvan's Lawn & Landscape LLC		Level Change Lawn Care		EyedeaLawn Care Solution LLC		Mowers Ahead LLC	
Item Code	Item Name	Item Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price		
Year 3, Location 3, Municipal Services Water Division	North Main Elevated Tank - 835 North Liberty and North Main, Approximate size - .97 acres	North Main Elevated Tank - 835 North Liberty and North Main, Approximate size - .97 acres	32	Weekly	0	0	0	0	145	4640	82.4	2636.8	105	3360	0	0	0	0		
Year 3, Location 4, Municipal Services Water Division	Dodgion Elevated Tank - 1717 S. Dodgion, Approximate size - .8 acres	Dodgion Elevated Tank - 1717 S. Dodgion, Approximate size - .8 acres	32	Weekly	0	0	0	0	145	4640	77.25	2472	105	3360	0	0	0	0		
Year 3, Location 5, Municipal Services Water Division	35th Street Pump Station and Reservoir - 13600 E 35th Street, Approximate size - 1.3 acres	35th Street Pump Station and Reservoir - 13600 E 35th Street, Approximate size - 1.3 acres	32	Weekly	0	0	0	0	215	6880	82.4	2636.8	105	3360	0	0	0	0		
Year 3, Location 6, Municipal Services Water Division	39th Street Pump Station and Reservoir - 3800 Davidson, Approximate size - 1.3 acres.	39th Street Pump Station and Reservoir - 3800 Davidson, Approximate size - 1.3 acres.	32	Weekly	0	0	0	0	135	4320	257.5	8240	105	3360	0	0	0	0		
Year 3, Location 6, Municipal Services Water Division	39th Street Pump Station and Reservoir - 3800 Davidson, Approximate size - 1.3 acres.	Clean-up (raking and removing leaves from property)	2	Spring/Fall	0	0	0	0	325	650	803.4	1606.8	300	600	0	0	0	0		
Year 3, Location 7, Municipal Services Water Division	Truman Road Booster Station - 8609 Truman Road, Approximate size - .1 acres.	Truman Road Booster Station - 8609 Truman Road, Approximate size - .1 acres.	32	Weekly	0	0	0	0	95	3040	66.95	2142.4	75	2400	0	0	0	0		
Year 3, Location 8, Municipal Services Water Division	Courtney Bend Water Treatment Plant/ Plant Well Field - 14700 Cement City Road - Approximate size 55.6 acres	Courtney Bend Water Treatment Plant/ Plant Well Field - 14700 Cement City Road - Approximate size 55.6 acres	32	Weekly	0	0	0	0	3575	114400	3914	125248	4325	138400	0	0	0	0		
Year 3, Location 9, Municipal Services Water Division	West Well Field Levee - Approximately 6 acres - Mowing is to be performed on the levee located on the west and north side of the City's Water Treatment Plant property. Per specification	West Well Field Levee - Approximately 6 acres - Mowing is to be performed on the levee located on the west and north side of the City's Water Treatment Plant property. Per specification	6	6 times per contract period	0	0	0	0	450	2700	540.75	3244.5	710	4260	0	0	0	0		
Year 3, Location 10, Municipal Services - Water Division	East Well Field - East of M-291 Hwy, Approximate size - 8 acres.	East Well Field - East of M-291 Hwy, Approximate size - 8 acres.	32	Weekly	0	0	0	0	600	19200	494.4	15820.8	460	14720	0	0	0	0		
Year 3, Location 11, Municipal Services - Water Division	East Well Field Levee - approximately 1.5 acres - Mowing is to be performed on the levee located on the North side of The East well field. The East well field is located South of the Missouri River, east of Highway 291.	East Well Field Levee - approximately 1.5 acres - Mowing is to be performed on the levee located on the North side of The East well field. The East well field is located South of the Missouri River, east of Highway 291.	6	6 times per contract period	0	0	0	0	550	3300	540.75	3244.5	410	2460	0	0	0	0		

Bid	ITB #25002 - Mowing Services for City of Independence				Vendor:		Complete Lawn Professionals LLC		Crown Cuts Lawncare LLC		DLLC-DuPree Landscaping & Lawn Care LLC		Galvan's Lawn & Landscape LLC		Level Change Lawn Care		EyedeaLawn Care Solution LLC		Mowers Ahead LLC	
End Date	2025-02-10 02:00 PM CST																			
Item Code	Item Name	Item Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Year 3, Location 12, Municipal Services - Water Division	North Well Field - North of MO River on the West side of M-291 Hwy, Approximate size - 2 acres.	North Well Field - North of MO River on the West side of M-291 Hwy, Approximate size - 2 acres.	32	Weekly	0	0	0	0	165	5280	206	6592	460	14720	0	0	0	0	0	0
Year 3, Location 13, Municipal Services - Water Division	North Well Field Levee - Approximate size - 3 acres.	North Well Field Levee - Approximate size - 3 acres.	6	6 times per contract period	0	0	0	0	245	1470	309	1854	410	2460	0	0	0	0	0	0
Year 3, Location 14, Municipal Services - Water Division	Monitoring Well - various locations, Mow 2 passes or Hand trim a minimum of five (5) feet Diameter around the 11 monitoring well nests located outside the other areas previously listed. See the map for monitoring well locations.	Monitoring Well - various locations, Mow 2 passes or Hand trim a minimum of five (5) feet Diameter around the 11 monitoring well nests located outside the other areas previously listed. See the map for monitoring well locations.	32	Weekly	0	0	0	0	890	28480	669.5	21424	125	4000	0	0	0	0	0	0
TOTAL MS-WATER AREAS						\$ -		\$ -		\$ 213,890		\$ 210,305		\$ 211,180		\$ -		\$ -		
YEAR 3 SUBTOTALS						\$ 164,780		\$ 223,145		\$ 536,550		\$ 452,957		\$ 211,180		\$ -		\$ 60,180		
YEAR 4																				
Parks Department Areas:																				
Year 4, Location 1, Parks Department	Independence Municipal Commons - 20201 E Jackson Drive per specification	Independence Municipal Commons - 20201 E Jackson Drive per specification	32	Weekly	150	4800	165	5280	835	26720	541.52	17328.64	0	0	0	0	0	0	0	0
Year 4, Location 1, Parks Department	Independence Municipal Commons - 20201 E Jackson Drive per specification	Independence Municipal Commons - 20201 E Jackson Drive per specification	1	Spring	4300	4300	1908	1908	3350	3350	6149.1	6149.1	0	0	0	0	0	0	0	0
Year 4, Location 1, Parks Department	Independence Municipal Commons - 20201 E Jackson Drive per specification	Independence Municipal Commons - 20201 E Jackson Drive per specification	1	Fall	2500	2500	1908	1908	3350	3350	1596.5	1596.5	0	0	0	0	0	0	0	0
Year 4, Location 2, Parks Department	Independence Communications Center - 17220 Medical Center Parkway per specification	Independence Communications Center - 17220 Medical Center Parkway per specification	32	Weekly	250	8000	165	5280	665	21280	206	6592	0	0	0	0	0	0	0	0
Year 4, Location 3, Parks Department	1827 Log Courthouse - 107 West Kansas Ave	1827 Log Courthouse - 107 West Kansas Ave	32	Weekly	40	1280	55	1760	75	2400	41.2	1318.4	0	0	0	0	0	0	0	0
Year 4, Location 4, Parks Department	Model Railroad Museum - 318 W Pacific Ave	Model Railroad Museum - 318 W Pacific Ave	32	Weekly	150	4800	300	9600	365	11680	257.5	8240	0	0	0	0	0	0	0	0
Year 4, Location 5, Parks Department	Bingham Waggoner Estate - 313 W Pacific Ave	Bingham Waggoner Estate - 313 W Pacific Ave	32	Weekly	350	11200	1125	36000	1305	41760	793.1	25379.2	0	0	0	0	0	0	0	0

Bid	ITB #25002 - Mowing Services for City of Independence				Vendor:		Complete Lawn Professionals LLC		Crown Cuts Lawncare LLC		DLCC-DuPree Landscaping & Lawn Care LLC		Galvan's Lawn & Landscape LLC		Level Change Lawn Care		EyedeaLawn Care Solution LLC		Mowers Ahead LLC	
End Date	2025-02-10 02:00 PM CST																			
Item Code	Item Name	Item Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Year 4, Location 5, Parks Department	Bingham Waggoner Estate - 313 W Pacific Ave	Aerate/Seed/Pre-Emergent Aerate/Seed/Fertilize	2	Spring/Fall	3300	6600	7651.87	15303.74	3350	6700	7210	14420	0	0	0	0	0	0	0	0
Year 4, Location 6, Parks Department	Vaile Mansion - 1500 N Liberty St	Vaile Mansion - 1500 N Liberty St	32	Weekly	250	8000	475	15200	625	20000	399.64	12788.48	0	0	0	0	0	0	0	0
Year 4, Location 6, Parks Department	Vaile Mansion - 1500 N Liberty St	Aerate/Seed/Pre-Emergent Aerate/Seed/Fertilize	2	Spring/Fall	3500	7000	3682	7364	3585	7170	4274.5	8549	0	0	0	0	0	0	0	0
Year 4, Location 7, Parks Department	Truman Memorial - 416 W Maple Ave	Truman Memorial - 416 W Maple Ave	32	Weekly	50	1600	75	2400	135	4320	77.25	2472	0	0	0	0	0	0	0	0
Year 4, Location 8, Parks Department	North Bess Truman Parkway	North Bess Truman Parkway	32	Weekly	140	4480	215	6880	355	11360	257.5	8240	0	0	0	0	0	0	0	0
Year 4, Location 9, Parks Department	Truman Depot (Amtrak) - 600 South Grand Ave	Truman Depot (Amtrak) - 600 South Grand Ave	32	Weekly	75	2400	85	2720	325	10400	92.7	2966.4	0	0	0	0	0	0	0	0
Year 4, Location 10, Parks Department	Santa Fe Park - 2900 S Santa Fe Rd	Aerate/Seed/Pre-Emergent Aerate/Seed/Fertilize	2	Spring/Fall	4000	8000	5930.32	11860.64	4125	8250	5150	10300	0	0	0	0	0	0	0	0
Year 4, Location 11, Parks Department	Van Hook - 3231 S Shrank Ave	Aerate/Seed/Pre-Emergent Aerate/Seed/Fertilize	2	Spring/Fall	6500	13000	7651.87	15303.74	8595	17190	8240	16480	0	0	0	0	0	0	0	0
Year 4, Location 12, Parks Department	Mill Creek - 1717 N River Blvd	Aerate/Seed/Pre-Emergent Aerate/Seed/Fertilize	2	Spring/Fall	3500	7000	4208.6	8417.2	4185	8370	5840.1	11680.2	0					0	0	
TOTAL PARKS AREAS						\$ 94,960		\$ 147,185		\$ 204,300		\$ 154,500		\$ -		\$ -			\$ -	

Power & Light Department Areas:

Year 4, Location 1, Power and Light Department	Substation A - Outside fence along Truman Road (21500 Truman Road) per specification	Substation A - Outside fence along Truman Road (21500 Truman Road) per specification	24	Every 10 Days	350	8400	525	12600	845	20280	566.5	13596	0	0	0	0	0	0	0	0
Year 4,Location 2, Power and Light Department	Substation B - Pleasant, North of 23rd Street (1014 S. McCoy)	Substation B - Pleasant, North of 23rd Street (1014 S. McCoy)	24	Every 10 Days	75	1800	95	2280	135	3240	77.25	1854	0	0	0	0	0	0	0	0
Year 4, Location 3, Power and Light Department	Substation C - 31st Street and Weatherford, West of Noland Road. (3200 Weatherford Rd)	Substation C - 31st Street and Weatherford, West of Noland Road. (3200 Weatherford Rd)	24	Every 10 Days	100	2400	165	3960	175	4200	123.6	2966.4	0	0	0	0	0	0	0	0
Year 4, Location 4, Power and Light Department	Substation E - 35th Street & Northern, 2 lots: (3450 Northern) 2 open lots: 10524 East 35th St and lot north of 3427 S Hardy	Substation E - 35th Street & Northern, 2 lots: (3450 Northern) 2 open lots: 10524 East 35th St and lot north of 3427 S Hardy	24	Every 10 Days	100	2400	160	3840	175	4200	128.75	3090	0	0	0	0	0	0	0	0
Year 4, Location 5, Power and Light Department	Substation F - East of Glenwood and North of Wilson. Mow/weed eat from Glenwood Street to the fence south of Sub F. Per specification	Substation F - East of Glenwood and North of Wilson. Mow/weed eat from Glenwood Street to the fence south of Sub F. Per specification	24	Every 10 Days	75	1800	85	2040	135	3240	77.25	1854	0	0	0	0	0	0	0	0

Bid	ITB #25002 - Mowing Services for City of Independence		Vendor:				Crown Cuts Lawncare LLC		DLLC-DuPree Landscaping & Lawn Care LLC		Galvan's Lawn & Landscape LLC		Level Change Lawn Care		EyedeaLawn Care Solution LLC		Mowers Ahead LLC	
End Date	2025-02-10 02:00 PM CST				Complete Lawn Professionals LLC													
Item Code	Item Name	Item Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Year 4, Location 6, Power and Light Department	Substation H - Salisbury & Highway 291 to highway right of way. South of substation just beyond ditch (16501 East Salisbury Rd)	Substation H - Salisbury & Highway 291 to highway right of way. South of substation just beyond ditch (16501 East Salisbury Rd)	24	Every 10 Days	120	2880	125	3000	195	4680	128.75	3090	0	0	0	0	0	0
Year 4, Location 7, Power and Light Department	Substation I - 34th Terrace & Kiger (4380 S Kiger Rd). Property runs west beyond the structures.	Substation I - 34th Terrace & Kiger (4380 S Kiger Rd). Property runs west beyond the structures.	24	Every 10 Days	140	3360	225	5400	195	4680	154.5	3708	0	0	0	0	0	0
Year 4, Location 8, Power and Light Department	Substation J - Noland and Truman, along sidewalk on Noland Road and along Noland west of substation. (14102 E. Truman Rd) per specification	Substation J - Noland and Truman, along sidewalk on Noland Road and along Noland west of substation. (14102 E. Truman Rd) per specification	24	Every 10 Days	90	2160	90	2160	175	4200	77.25	1854	0	0	0	0	0	0
Year 4, Location 9, Power and Light Department	Substation K - 37th Terrace and Arrowhead, North of Kohl's sidewalk along 37th Terrace and fields adjacent to Substation	Substation K - 37th Terrace and Arrowhead, North of Kohl's sidewalk along 37th Terrace and fields adjacent to Substation	24	Every 10 Days	150	3600	200	4800	325	7800	231.75	5562	0	0	0	0	0	0
Year 4, Location 10, Power and Light Department	Substation M - 1901 Morgan east of Lee's Summit Road (to slope on East side)	Substation M - 1901 Morgan east of Lee's Summit Road (to slope on East side)	24	Every 10 Days	100	2400	140	3360	215	5160	154.5	3708	0	0	0	0	0	0
Year 4, Location 11, Power and Light Department	Substation N - 40 Highway, West of Northern (10600 East US-40 Hwy)	Substation N - 40 Highway, West of Northern (10600 East US-40 Hwy)	24	Every 10 Days	60	1440	85	2040	135	3240	154.5	3708	0	0	0	0	0	0
Year 4, Location 12, Power and Light Department	Substation Eckles - Blue Mills Road and Eckles, (4006 N Eckles) Northeast of Independence towards Sibley (up to planted fields)	Substation Eckles - Blue Mills Road and Eckles, (4006 N Eckles) Northeast of Independence towards Sibley (up to planted fields)	24	Every 10 Days	180	4320	275	6600	285	6840	242.05	5809.2	0	0	0	0	0	0
Year 4, Location 13, Power and Light Department	Substation P - Speck and Holke Road, (17801 E Holke Rd) along Holke Road from entrance to east property line	Substation P - Speck and Holke Road, (17801 E Holke Rd) along Holke Road from entrance to east property line	24	Every 10 Days	100	2400	125	3000	125	3000	169.95	4078.8	0	0	0	0	0	0
Year 4, Location 14, Power and Light Department	Substation R - 40 Highway (north side) and South Tierney, field along 40 Hwy and sub property (17510 E US 40 Hwy)	Substation R - 40 Highway (north side) and South Tierney, field along 40 Hwy and sub property (17510 E US 40 Hwy)	24	Every 10 Days	130	3120	145	3480	235	5640	309	7416	0	0	0	0	0	0

Bid	ITB #25002 - Mowing Services for City of Independence			Vendor:	Complete Lawn Professionals LLC		Crown Cuts Lawncare LLC		DLLC-DuPree Landscaping & Lawn Care LLC		Galvan's Lawn & Landscape LLC		Level Change Lawn Care		EyedeaLawn Care Solution LLC		Mowers Ahead LLC	
End Date	2025-02-10 02:00 PM CST																	
Item Code	Item Name	Item Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Year 4, Location 15, Power and Light Department	IUC Building - 17221 E 23rd Street Every 7 days mow around the IUC Building. Clear out beds (rock and wood chip) surrounding all sides of the IUC Building. Per specification	IUC Building - 17221 E 23rd Street Every 7 days mow around the IUC Building. Clear out beds (rock and wood chip) surrounding all sides of the IUC Building. Per specification	24	Every 10 Days	325	7800	225	5400	505	12120	391.4	9393.6	0	0	0	0	0	0
Year 4, Location 16, Power and Light Department	Rockwood - 2400 Maywood	Rockwood - 2400 Maywood	8	Once a Month	1700	13600	1500	12000	3230	25840	2060	16480	0	0	0	0	0	0
TOTAL IPL AREAS						\$ 63,880		\$ 75,960		\$ 118,360		\$ 88,168		\$ -		\$ -		\$ -

Municipal Services Department - Water Division Areas:

Year 4, Location 1, Municipal Services Water Division	Van Horn Pump Station and Reservoir - 11610 East Truman Road, Approximate size - 1.68 acres	Van Horn Pump Station and Reservoir - 11610 East Truman Road, Approximate size - 1.68 acres	32	Weekly	0	0	0	0	145	4640	128.75	4120	160	5120	0	0	0	0
Year 4, Location 1, Municipal Services Water Division	Van Horn Pump Station and Reservoir - 11610 East Truman Road, Approximate size - 1.68 acres	Clean-up (raking and removing leaves from property)	2	Spring/Fall	0	0	0	0	325	650	803.4	1606.8	300	600	0	0	0	0
Year 4, Location 2, Municipal Services Water Division	Van Horn Services/Construction/Maintenance Offices 420 North Forest, Approximate size - 3.8 acres	Van Horn Services/Construction/Maintenance Offices 420 North Forest, Approximate size - 3.8 acres	32	Weekly	0	0	0	0	300	9600	231.75	7416	260	8320	0	0	0	0
Year 4, Location 3, Municipal Services Water Division	North Main Elevated Tank - 835 North Liberty and North Main, Approximate size - .97 acres	North Main Elevated Tank - 835 North Liberty and North Main, Approximate size - .97 acres	32	Weekly	0	0	0	0	145	4640	82.4	2636.8	110	3520	0	0	0	0
Year 4, Location 4, Municipal Services Water Division	Dodgion Elevated Tank - 1717 S. Dodgion, Approximate size - .8 acres	Dodgion Elevated Tank - 1717 S. Dodgion, Approximate size - .8 acres	32	Weekly	0	0	0	0	145	4640	77.25	2472	110	3520	0	0	0	0
Year 4, Location 5, Municipal Services Water Division	35th Street Pump Station and Reservoir - 13600 E 35th Street, Approximate size - 1.3 acres	35th Street Pump Station and Reservoir - 13600 E 35th Street, Approximate size - 1.3 acres	32	Weekly	0	0	0	0	215	6880	82.4	2636.8	110	3520	0	0	0	0
Year 4, Location 6, Municipal Services Water Division	39th Street Pump Station and Reservoir - 3800 Davidson, Approximate size - 1.3 acres.	39th Street Pump Station and Reservoir - 3800 Davidson, Approximate size - 1.3 acres.	32	Weekly	0	0	0	0	135	4320	257.5	8240	110	3520	0	0	0	0
Year 4, Location 6, Municipal Services Water Division	39th Street Pump Station and Reservoir - 3800 Davidson, Approximate size - 1.3 acres.	Clean-up (raking and removing leaves from property)	2	Spring/Fall	0	0	0	0	325	650	803.4	1606.8	300	600	0	0	0	0
Year 4, Location 7, Municipal Services Water Division	Truman Road Booster Station - 8609 Truman Road, Approximate size -.1 acres.	Truman Road Booster Station - 8609 Truman Road, Approximate size -.1 acres.	32	Weekly	0	0	0	0	95	3040	66.95	2142.4	80	2560	0	0	0	0

Bid End Date	ITB #25002 - Mowing Services for City of Independence 2025-02-10 02:00 PM CST				Vendor:		Complete Lawn Professionals LLC		Crown Cuts Lawn care LLC		DLCC-DuPree Landscaping & Lawn Care LLC		Galvan's Lawn & Landscape LLC		Level Change Lawn Care		Eyedead Lawn Care Solution LLC		Mowers Ahead LLC	
Item Code	Item Name	Item Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price		
Year 4, Location 8, Municipal Services - Water Division	Courtney Bend Water Treatment Plant/ Plant Well Field - 14700 Cement City Road - Approximate size 55.6 acres	Courtney Bend Water Treatment Plant/ Plant Well Field - 14700 Cement City Road - Approximate size 55.6 acres	32	Weekly	0	0	0	0	3575	114400	3914	125248	4400	140800	0	0	0	0		
Year 4, Location 9, Municipal Services - Water Division	West Well Field Levee - Approximately 6 acres - Mowing is to be performed on the levee located on the west and north side of the City's Water Treatment Plant property. Per specification	West Well Field Levee - Approximately 6 acres - Mowing is to be performed on the levee located on the west and north side of the City's Water Treatment Plant property. Per specification	6	6 times per contract period	0	0	0	0	450	2700	540.75	3244.5	720	4320	0	0	0	0		
Year 4, Location 10, Municipal Services - Water Division	East Well Field - East of M-291 Hwy, Approximate size - 8 acres.	East Well Field - East of M-291 Hwy, Approximate size - 8 acres.	32	Weekly	0	0	0	0	600	19200	494.4	15820.8	470	15040	0	0	0	0		
Year 4, Location 11, Municipal Services - Water Division	East Well Field Levee - approximately 1.5 acres - Mowing is to be performed on the levee located on the North side of The East well field. The East well field is located South of the Missouri River, east of Highway 291.	East Well Field Levee - approximately 1.5 acres - Mowing is to be performed on the levee located on the North side of The East well field. The East well field is located South of the Missouri River, east of Highway 291.	6	6 times per contract period	0	0	0	0	550	3300	540.75	3244.5	425	2550	0	0	0	0		
Year 4, Location 12, Municipal Services - Water Division	North Well Field - North of MO River on the West side of M-291 Hwy, Approximate size - 2 acres.	North Well Field - North of MO River on the West side of M-291 Hwy, Approximate size - 2 acres.	32	Weekly	0	0	0	0	165	5280	206	6592	470	15040	0	0	0	0		
Year 4, Location 13, Municipal Services - Water Division	North Well Field Levee - Approximate size - 3 acres.	North Well Field Levee - Approximate size - 3 acres.	6	6 times per contract period	0	0	0	0	245	1470	309	1854	425	2550	0	0	0	0		
Year 4, Location 14, Municipal Services - Water Division	Monitoring Well - various locations, Mow 2 passes or Hand trim a minimum of five (5) feet Diameter around the 11 monitoring well nests located outside the other areas previously listed. See the map for monitoring well locations.	Monitoring Well - various locations, Mow 2 passes or Hand trim a minimum of five (5) feet Diameter around the 11 monitoring well nests located outside the other areas previously listed. See the map for monitoring well locations.	32	Weekly	0	0	0	0	890	28480	669.5	21424	130	4160	0	0	0	0		
TOTAL MS-WATER AREAS						\$ -		\$ -		\$ 213,890		\$ 210,305		\$ 215,740		\$ -		\$ -		
YEAR 4 SUBTOTALS						\$ 158,840		\$ 223,145		\$ 536,550		\$ 452,973		\$ 215,740		\$ -		\$ -		
YEAR 5																				

Bid	ITB #25002 - Mowing Services for City of Independence	Vendor:																
End Date	2025-02-10 02:00 PM CST				Complete Lawn Professionals LLC		Crown Cuts Lawn care LLC		DLLC-DuPree Landscaping & Lawn Care LLC		Galvan's Lawn & Landscape LLC		Level Change Lawn Care		Eyedeal Lawn Care Solution LLC		Mowers Ahead LLC	
Item Code	Item Name	Item Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price

Parks Department Areas:

Item Code	Item Name	Item Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Year 5, Location 1, Parks Department	Independence Municipal Commons - 20201 E Jackson Drive per specification	Independence Municipal Commons - 20201 E Jackson Drive per specification	32	Weekly	150	4800	165	5280	835	26720	541.52	17328.64	0	0	0	0	0	0
Year 5, Location 1, Parks Department	Independence Municipal Commons - 20201 E Jackson Drive per specification	Independence Municipal Commons - 20201 E Jackson Drive per specification	1	Spring	4300	4300	1908	1908	3350	3350	6149.1	6149.1	0	0	0	0	0	0
Year 5, Location 1, Parks Department	Independence Municipal Commons - 20201 E Jackson Drive per specification	Independence Municipal Commons - 20201 E Jackson Drive per specification	1	Fall	2500	2500	1908	1908	3350	3350	1596.5	1596.5	0	0	0	0	0	0
Year 5, Location 2, Parks Department	Independence Communications Center - 17220 Medical Center Parkway per specification	Independence Communications Center - 17220 Medical Center Parkway per specification	32	Weekly	225	7200	165	5280	665	21280	206	6592	0	0	0	0	0	0
Year 5, Location 3, Parks Department	1827 Log Courthouse - 107 West Kansas Ave	1827 Log Courthouse - 107 West Kansas Ave	32	Weekly	40	1280	55	1760	75	2400	41.2	1318.4	0	0	0	0	0	0
Year 5, Location 4, Parks Department	Model Railroad Museum - 318 W Pacific Ave	Model Railroad Museum - 318 W Pacific Ave	32	Weekly	150	4800	300	9600	365	11680	257.5	8240	0	0	0	0	0	0
Year 5, Location 5, Parks Department	Bingham Waggoner Estate - 313 W Pacific Ave	Bingham Waggoner Estate - 313 W Pacific Ave	32	Weekly	350	11200	1125	36000	1305	41760	793.1	25379.2	0	0	0	0	0	0
Year 5, Location 5, Parks Department	Bingham Waggoner Estate - 313 W Pacific Ave	Aerate/Seed/Pre-Emergent Aerate/Seed/Fertilize	2	Spring/Fall	3000	6000	7651.87	15303.74	3350	6700	7210	14420	0	0	0	0	0	0
Year 5, Location 6, Parks Department	Vaile Mansion - 1500 N Liberty St	Vaile Mansion - 1500 N Liberty St	32	Weekly	250	8000	475	15200	625	20000	399.64	12788.48	0	0	0	0	0	0
Year 5, Location 6, Parks Department	Vaile Mansion - 1500 N Liberty St	Aerate/Seed/Pre-Emergent Aerate/Seed/Fertilize	2	Spring/Fall	3500	7000	3682	7364	3585	7170	4274.5	8549	0	0	0	0	0	0
Year 5, Location 7, Parks Department	Truman Memorial - 416 W Maple Ave	Truman Memorial - 416 W Maple Ave	32	Weekly	50	1600	75	2400	135	4320	77.25	2472	0	0	0	0	0	0
Year 5, Location 8, Parks Department	North Bess Truman Parkway	North Bess Truman Parkway	32	Weekly	140	4480	215	6880	355	11360	257.5	8240	0	0	0	0	0	0
Year 5, Location 9, Parks Department	Truman Depot (Amtrak) - 600 South Grand Ave	Truman Depot (Amtrak) - 600 South Grand Ave	32	Weekly	75	2400	85	2720	325	10400	92.7	2966.4	0	0	0	0	0	0
Year 5, Location 10, Parks Department	Santa Fe Park - 2900 S Santa Fe Rd	Aerate/Seed/Pre-Emergent Aerate/Seed/Fertilize	2	Spring/Fall	4000	8000	5930.32	11860.64	4125	8250	5150	10300	0	0	0	0	0	0
Year 5, Location 11, Parks Department	Van Hook - 3231 S Shrank Ave	Aerate/Seed/Pre-Emergent Aerate/Seed/Fertilize	2	Spring/Fall	6500	13000	7651.87	15303.74	8595	17190	8240	16480	0	0	0	0	0	0
Year 5, Location 12, Parks Department	Mill Creek - 1717 N River Blvd	Aerate/Seed/Pre-Emergent Aerate/Seed/Fertilize	2	Spring/Fall	3500	7000	4208.6	8417.2	4185	8370	5840.1	11680.2	0				0	0
TOTAL PARKS AREAS						\$ 93,560		\$ 147,185		\$ 204,300		\$ 154,500		\$ -		\$ -		\$ -

Bid	ITB #25002 - Mowing Services for City of Independence		Vendor:				Crown Cuts Lawn care LLC		DLLC-DuPree Landscaping & Lawn Care LLC		Galvan's Lawn & Landscape LLC		Level Change Lawn Care		EyedeaLawn Care Solution LLC		Mowers Ahead LLC	
End Date	2025-02-10 02:00 PM CST				Complete Lawn Professionals LLC													
Item Code	Item Name	Item Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Power & Light Department Areas:																		
Year 5, Location 1, Power and Light Department	Substation A - Outside fence along Truman Road (21500 Truman Road) per specification	Substation A - Outside fence along Truman Road (21500 Truman Road) per specification	24	Every 10 Days	350	8400	525	12600	845	20280	566.5	13596	0	0	0	0	0	0
Year 5, Location 2, Power and Light Department	Substation B - Pleasant, North of 23rd Street (1014 S. McCoy)	Substation B - Pleasant, North of 23rd Street (1014 S. McCoy)	24	Every 10 Days	75	1800	95	2280	135	3240	77.25	1854	0	0	0	0	0	0
Year 5, Location 3, Power and Light Department	Substation C - 31st Street and Weatherford, West of Noland Road. (3200 Weatherford Rd)	Substation C - 31st Street and Weatherford, West of Noland Road. (3200 Weatherford Rd)	24	Every 10 Days	100	2400	165	3960	175	4200	123.6	2966.4	0	0	0	0	0	0
Year 5, Location 4, Power and Light Department	Substation E - 35th Street & Northern, 2 lots: (3450 Northern) 2 open lots: 10524 East 35th St and lot north of 3427 S Hardy	Substation E - 35th Street & Northern, 2 lots: (3450 Northern) 2 open lots: 10524 East 35th St and lot north of 3427 S Hardy	24	Every 10 Days	100	2400	160	3840	175	4200	128.75	3090	0	0	0	0	0	0
Year 5, Location 5, Power and Light Department	Substation F - East of Glenwood and North of Wilson. Mow/weed eat from Glenwood Street to the fence south of Sub F. Per specification	Substation F - East of Glenwood and North of Wilson. Mow/weed eat from Glenwood Street to the fence south of Sub F. Per specification	24	Every 10 Days	75	1800	85	2040	135	3240	77.25	1854	0	0	0	0	0	0
Year 5, Location 6, Power and Light Department	Substation H - Salisbury & Highway 291 to highway right of way. South of substation just beyond ditch (16501 East Salisbury Rd)	Substation H - Salisbury & Highway 291 to highway right of way. South of substation just beyond ditch (16501 East Salisbury Rd)	24	Every 10 Days	120	2880	125	3000	195	4680	128.75	3090	0	0	0	0	0	0
Year 5, Location 7, Power and Light Department	Substation I - 34th Terrace & Kiger (4380 S Kiger Rd). Property runs west beyond the structures.	Substation I - 34th Terrace & Kiger (4380 S Kiger Rd). Property runs west beyond the structures.	24	Every 10 Days	140	3360	225	5400	195	4680	154.5	3708	0	0	0	0	0	0
Year 5, Location 8, Power and Light Department	Substation J - Noland and Truman, along sidewalk on Noland Road and along Noland west of substation. (14102 E. Truman Rd) per specification	Substation J - Noland and Truman, along sidewalk on Noland Road and along Noland west of substation. (14102 E. Truman Rd) per specification	24	Every 10 Days	90	2160	90	2160	175	4200	77.25	1854	0	0	0	0	0	0
Year 5, Location 9, Power and Light Department	Substation K - 37th Terrace and Arrowhead, North of Kohl's sidewalk along 37th Terrace and fields adjacent to Substation	Substation K - 37th Terrace and Arrowhead, North of Kohl's sidewalk along 37th Terrace and fields adjacent to Substation	24	Every 10 Days	150	3600	200	4800	325	7800	231.75	5562	0	0	0	0	0	0

Bid	ITB #25002 - Mowing Services for City of Independence	Vendor:	Complete Lawn Professionals LLC		Crown Cuts Lawn care LLC		DLLC-DuPree Landscaping & Lawn Care LLC		Galvan's Lawn & Landscape LLC		Level Change Lawn Care		EyedeaLawn Care Solution LLC		Mowers Ahead LLC	
End Date	2025-02-10 02:00 PM CST															
Item Code	Item Name	Item Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Year 5, Location 10, Power and Light Department	Substation M - 1901 Morgan east of Lee's Summit Road (to slope on East side)	Substation M - 1901 Morgan east of Lee's Summit Road (to slope on East side)	24	Every 10 Days	100	2400	140	3360	215	5160	154.5	3708	0	0	0	0
Year 5, Location 11, Power and Light Department	Substation N - 40 Highway, West of Northern (10600 East US-40 Hwy)	Substation N - 40 Highway, West of Northern (10600 East US-40 Hwy)	24	Every 10 Days	60	1440	85	2040	135	3240	154.5	3708	0	0	0	0
Year 5, Location 12, Power and Light Department	Substation Eckles - Blue Mills Road and Eckles, (4006 N Eckles) Northeast of Independence towards Sibley (up to planted fields)	Substation Eckles - Blue Mills Road and Eckles, (4006 N Eckles) Northeast of Independence towards Sibley (up to planted fields)	24	Every 10 Days	180	4320	275	6600	285	6840	242.05	5809.2	0	0	0	0
Year 5, Location 13, Power and Light Department	Substation P - Speck and Holke Road, (17801 E Holke Rd) along Holke Road from entrance to east property line	Substation P - Speck and Holke Road, (17801 E Holke Rd) along Holke Road from entrance to east property line	24	Every 10 Days	100	2400	125	3000	125	3000	169.95	4078.8	0	0	0	0
Year 5, Location 14, Power and Light Department	Substation R - 40 Highway (north side) and South Tierney, field along 40 Hwy and sub property (17510 E US 40 Hwy)	Substation R - 40 Highway (north side) and South Tierney, field along 40 Hwy and sub property (17510 E US 40 Hwy)	24	Every 10 Days	130	3120	145	3480	235	5640	309	7416	0	0	0	0
Year 5, Location 15, Power and Light Department	IUC Building - 17221 E 23rd Street Every 7 days mow around the IUC Building. Clear out beds (rock and wood chip) surrounding all sides of the IUC Building. Per specification	IUC Building - 17221 E 23rd Street Every 7 days mow around the IUC Building. Clear out beds (rock and wood chip) surrounding all sides of the IUC Building. Per specification	24	Every 10 Days	325	7800	225	5400	505	12120	391.4	9393.6	0	0	0	0
Year 5, Location 16, Power and Light Department	Rockwood - 2400 Maywood	Rockwood - 2400 Maywood	8	Once a Month	1700	13600	1500	12000	3230	25840	2060	16480	0	0	0	0
TOTAL IPL AREAS						\$ 63,880		\$ 75,960		\$ 118,360		\$ 88,168		\$ -		\$ -

Municipal Services Department - Water Division Areas:

Year 5, Location 1, Municipal Services Water Division	Van Horn Pump Station and Reservoir - 11610 East Truman Road, Approximate size - 1.68 acres	Van Horn Pump Station and Reservoir - 11610 East Truman Road, Approximate size - 1.68 acres	32	Weekly	0	0	0	0	145	4640	128.75	4120	165	5280	0	0	0	0
Year 5, Location 1, Municipal Services Water Division	Van Horn Pump Station and Reservoir - 11610 East Truman Road, Approximate size - 1.68 acres	Clean-up (raking and removing leaves from property)	2	Spring/Fall	0	0	0	0	325	650	803.4	1606.8	300	600	0	0	0	0
Year 5, Location 2, Municipal Services Water Division	Van Horn Services/Construction/Maintenance Offices 420 North Forest, Approximate size - 3.8 acres	Van Horn Services/Construction/Maintenance Offices 420 North Forest, Approximate size - 3.8 acres	32	Weekly	0	0	0	0	300	9600	231.75	7416	265	8480	0	0	0	0

Bid	ITB #25002 - Mowing Services for City of Independence	Vendor:			Complete Lawn Professionals LLC		Crown Cuts Lawn care LLC		DLCC-DuPree Landscaping & Lawn Care LLC		Galvan's Lawn & Landscape LLC		Level Change Lawn Care		EyedeaLawn Care Solution LLC		Mowers Ahead LLC	
End Date	2025-02-10 02:00 PM CST																	
Item Code	Item Name	Item Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Year 5, Location 3, Municipal Services Water Division	North Main Elevated Tank - 835 North Liberty and North Main, Approximate size - .97 acres	North Main Elevated Tank - 835 North Liberty and North Main, Approximate size - .97 acres	32	Weekly	0	0	0	0	145	4640	82.4	2636.8	115	3680	0	0	0	0
Year 5, Location 4, Municipal Services Water Division	Dodgion Elevated Tank - 1717 S. Dodgion, Approximate size - .8 acres	Dodgion Elevated Tank - 1717 S. Dodgion, Approximate size - .8 acres	32	Weekly	0	0	0	0	145	4640	77.25	2472	115	3680	0	0	0	0
Year 5, Location 5, Municipal Services Water Division	35th Street Pump Station and Reservoir - 13600 E 35th Street, Approximate size - 1.3 acres	35th Street Pump Station and Reservoir - 13600 E 35th Street, Approximate size - 1.3 acres	32	Weekly	0	0	0	0	215	6880	82.4	2636.8	125	4000	0	0	0	0
Year 5, Location 6, Municipal Services Water Division	39th Street Pump Station and Reservoir - 3800 Davidson, Approximate size - 1.3 acres.	39th Street Pump Station and Reservoir - 3800 Davidson, Approximate size - 1.3 acres.	32	Weekly	0	0	0	0	135	4320	257.5	8240	125	4000	0	0	0	0
Year 5, Location 6, Municipal Services Water Division	39th Street Pump Station and Reservoir - 3800 Davidson, Approximate size - 1.3 acres.	Clean-up (raking and removing leaves from property)	2	Spring/Fall	0	0	0	0	325	650	803.4	1606.8	300	600	0	0	0	0
Year 5, Location 7, Municipal Services Water Division	Truman Road Booster Station - 8609 Truman Road, Approximate size - .1 acres.	Truman Road Booster Station - 8609 Truman Road, Approximate size - .1 acres.	32	Weekly	0	0	0	0	95	3040	66.95	2142.4	80	2560	0	0	0	0
Year 5, Location 8, Municipal Services Water Division	Courtney Bend Water Treatment Plant/ Plant Well Field - 14700 Cement City Road - Approximate size 55.6 acres	Courtney Bend Water Treatment Plant/ Plant Well Field - 14700 Cement City Road - Approximate size 55.6 acres	32	Weekly	0	0	0	0	3575	114400	3914	125248	4500	144000	0	0	0	0
Year 5, Location 9, Municipal Services Water Division	West Well Field Levee - Approximately 6 acres - Mowing is to be performed on the levee located on the west and north side of the City's Water Treatment Plant property. Per specification	West Well Field Levee - Approximately 6 acres - Mowing is to be performed on the levee located on the west and north side of the City's Water Treatment Plant property. Per specification	6	6 times per contract period	0	0	0	0	450	2700	540.75	3244.5	725	4350	0	0	0	0
Year 5, Location 10, Municipal Services - Water Division	East Well Field - East of M-291 Hwy, Approximate size - 8 acres.	East Well Field - East of M-291 Hwy, Approximate size - 8 acres.	32	Weekly	0	0	0	0	600	19200	494.4	15820.8	475	15200	0	0	0	0
Year 5, Location 11, Municipal Services - Water Division	East Well Field Levee - approximately 1.5 acres - Mowing is to be performed on the levee located on the North side of The East well field. The East well field is located South of the Missouri River, east of Highway 291.	East Well Field Levee - approximately 1.5 acres - Mowing is to be performed on the levee located on the North side of The East well field. The East well field is located South of the Missouri River, east of Highway 291.	6	6 times per contract period	0	0	0	0	550	3300	540.7	3244.2	430	2580	0	0	0	0

Bid		ITB #25002 - Mowing Services for City of Independence			Vendor:		Complete Lawn Professionals LLC		Crown Cuts Lawncare LLC		DLCC-DuPree Landscaping & Lawn Care LLC		Galvan's Lawn & Landscape LLC		Level Change Lawn Care		Eyedead Lawn Care Solution LLC		Mowers Ahead LLC	
End Date		2025-02-10 02:00 PM CST																		
Item Code	Item Name	Item Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Year 5, Location 12, Municipal Services - Water Division	North Well Field - North of MO River on the West side of M-291 Hwy, Approximate size - 2 acres.	North Well Field - North of MO River on the West side of M-291 Hwy, Approximate size - 2 acres.	32	Weekly	0	0	0	0	165	5280	206	6592	475	15200	0	0	0	0	0	0
Year 5, Location 13, Municipal Services - Water Division	North Well Field Levee - Approximate size - 3 acres.	North Well Field Levee - Approximate size - 3 acres.	6	6 times per contract period	0	0	0	0	245	1470	309	1854	430	2580	0	0	0	0	0	0
Year 5, Location 14, Municipal Services - Water Division	Monitoring Well - various locations, Mow 2 passes or Hand trim a minimum of five (5) feet Diameter around the 11 monitoring well nests located outside the other areas previously listed. See the map for monitoring well locations.	Monitoring Well - various locations, Mow 2 passes or Hand trim a minimum of five (5) feet Diameter around the 11 monitoring well nests located outside the other areas previously listed. See the map for monitoring well locations.	32	Weekly	0	0	0	0	890	28480	669.5	21424	130	4160	0	0	0	0	0	0
TOTAL MS-WATER AREAS						\$ -		\$ -		\$ 213,890		\$ 210,305		\$ 220,950		\$ -		\$ -		
YEAR 5 SUBTOTAL						\$ 157,440		\$ 223,145		\$ 536,550		\$ 452,973		\$ 220,950		\$ -		\$ -		
COMBINED TOTAL (ALL 5 YEARS)						\$ 820,540		\$ 1,115,727		\$ 2,683,610		\$ 2,238,463		\$ 1,063,080		\$ 161,598		\$ 102,300		

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council approval is requested to issue a purchase order for \$230,000 to PGAV Architects (PGAV) for a Feasibility Study for the National Frontier Trails Museum and Cultural Center for the Parks, Recreation and Tourism Department (PRT).

Recommendations:

PRT staff recommends Council approval to issue a purchase order.

Background:**Emergency Justification:**

The PRT Department has an initiative to identify current and projected operating space needs, and to prepare a conceptual site and building layout for a new National Frontier Trails Museum (NFTM). The conceptual site plan would then be utilized to estimate construction costs. The city wishes to expand the vision of the current NFTM by incorporating a Cultural Center into the new facility.

The scope of services required respondents to create a list of potential locations; provide a cost and long-term financial sustainability evaluation of a frontier trails museum in the region; complete a community support analysis; analyze the current market size and identify trends for growth; and engage the community by conducting public input/information gathering meetings and community surveys in an accessible, multilingual, and ADA compliant manner.

A Request for Proposal (RFP) was issued on July 15, 2024, which closed on August 14, 2024. The RFP was issued through Public Purchase, the e-procurement portal the City uses for solicitations. There were 427 firms notified with 57 firms who downloaded the RFP. Berkbile, Nelson, Immenschu, McDowell (BNIM); DLR Group; Gallagher & Associates; GWWO, Inc. Architects; Jufft; International Architects Atelier; KEM Studio; and PGAV Architects (PGAV) responded to the RFP. After an initial review of respondents, staff shortlisted DLR Group, Gallagher & Associates, GWWO Inc. Architects and PGAV Architects to present their team and methodology for the requested feasibility study.

After reviewing the evaluation criteria of experience and qualifications, methodology, team composition, timeline and cost estimate, PGAV Architects was determined to be the respondent who would provide the City with the best feasibility study results. PGAV Architects has previously provided the PRT Department with a Tourism and Museum Master Plan Study and has also assisted with other projects for the department and City. Staff is confident PGAV Architects will once again provide a valuable end product and recommends their services for this planned feasibility study.

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

Fiscal Impact:

The fiscal impact to the City is \$230,000. Funding is included in the FY2024-25 Adopted Budget page 142 from 0046062-5226.

Council Action:

Department / Contact	Parks, Recreation and Tourism /
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REVIEWERS

Morris Heide
Melissa Cabrera
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. IndependenceMO_NFTM_PGAV_Appendix A_resumes
2. IndependenceMO_NFTM_PGAV_Proposal
3. IndependenceMO_NFTM_PGAV_FollowUp
4. IndependenceMO_NFTM_PGAV_REV-Fee
5. Final Evaluation Form for RFP #24038 National Frontier Trails Museum Feasibility Study

City of Independence, MO: National Frontier Trails Museum
& Cultural Center Feasibility Study | **Appendix A: Resumes**

Proosal, Appendix A | August 14, 2024



TEAM COMPOSITION

APPENDIX A



STEVE TROESTER AIA, LEED AP BD+C
PRINCIPAL-IN-CHARGE
36 YEARS OF EXPERIENCE
MISSOURI LICENSE #



JENNIFER GOEKE RA
PROJECT MANAGER
30 YEARS OF EXPERIENCE
MISSOURI LICENSE #007794



TOM OWEN
LEAD MUSEUM PLANNER AND DESIGNER
27 YEARS OF EXPERIENCE



ANDY STRUCKHOFF AICP, DFCP
SENIOR PLANNER
20 YEARS OF EXPERIENCE



JOHN KASMAN RA
SENIOR DESIGNER
25+ YEARS OF EXPERIENCE



KATHLEEN ROBERT
ENVIRONMENTAL DESIGNER
25 YEARS OF EXPERIENCE



MELISSA SIMMONS
INTERPRETIVE PLANNER
4 YEARS OF EXPERIENCE



DOUG NICKRENT
SENIOR EXHIBIT DESIGNER
30+ YEARS OF EXPERIENCE

TEAM COMPOSITION

APPENDIX A



CHRIS BUSCH RA
ARCHITECTURAL DESIGNER
14 YEARS OF EXPERIENCE



SARAH DYOTT
PROJECT PLANNER
3 YEARS OF EXPERIENCE



CRISTEN HARDIN
PLANNER
8 YEARS OF EXPERIENCE



LINDSEY EVANS
PLANNER
15+ YEARS OF EXPERIENCE

STEVE TROESTER

Principal; AIA, LEED AP



ABOUT

Steve has 36 years of experience in architecture, construction, and community development. As a principal architect with PGAV, Steve has collaborated with public and private institutions, land owners, commercial real estate developers, and communities to plan and study the feasibility of transformative development projects. These projects have considered a wide mix of uses, market demand, economic feasibility, funding strategies, and impact on communities, neighborhoods, and institutions, among others. He has then worked with project partners to implement development plans. For many years, Steve was a member of and past chairman of the Overland Park Planning Commission. In this role, he has been part of the approval process for many projects and understands the dynamics of community development.

EXPERIENCE

36 Years

REGISTRATION

Licensed Architect, Missouri
(# 008197)

LEED Accredited Professional

EDUCATION

Bachelor of Architecture/
University of Kansas
B.S., Business Administration/
Truman State University

CONTRACT ADMINISTRATOR

4900 Main Street, Suite 1000
Kansas City, MO 64112
913.362.6500
Steve.troester@pgav.com

RELEVANT EXPERIENCE

City of Independence, MO

Tourism and Museum Master Plan

City of Lenexa, KS

Lenexa Civic Center; Public Safety Facility
Master Plan; Municipal Services Center

Marshall/Saline County, MO

Marshall-Saline Destination Analysis and
Feasibility Study (Steamboat Arabia Museum
Relocation)

Bass Pro – Springfield, MO

Wonders of Wildlife National Museum and
Aquarium; White River Banquet and Conference
Center

Folly Theater – Kansas City, MO

Theater Renovation

City of Overland Park, KS

New City Hall Master Planning Studies;
Sykes/Lady Golf Course Clubhouse;
Downtown Farmers' Market; Convention Center
Improvements

Kansas City Kansas Community College

Downtown Community Education, Health, and
Wellness Center

MidAmerica Nazarene University – Olathe, KS

Cunningham Center; Copeland Athletic Complex

Johnson County Community College – Overland Park, KS

Midwest Trust Performing Arts Center
Improvements

Blue Valley Recreation Commission – Overland Park, KS

Hilltop Campus, Including Blue Valley Recreation
Center and Early Education Center



Bass Pro –
Wonders of Wildlife
National Museum
and Aquarium



City of Overland
Park, Kansas –
Downtown Farmers'
Market



Downtown Kansas
City Kansas
Community
Education, Health,
and Wellness Center

JENNIFER GOEKE

Project Manager; RA



ABOUT

Jennifer is a registered architect with 30 years' experience. She has specialized expertise in the management of community development projects. Jennifer leads integrated teams collaborating on diverse project types to create extraordinary places for working, learning, and connecting. She led PGAV's work with the City of Independence to develop the Tourism and Museum Master Plan and most recently has been working with the City to implement strategies outlined in that plan, including design of a downtown signage and wayfinding package and concept design for a new community center. Her compassion for her clients and dedication to architectural design while providing exceptional service has been central to the success of many PGAV projects. She will serve as the team's Account/Project Manager and your day-to-day point of contact for project coordination and information sharing. She will be responsible for organizing the team and making sure projects runs smoothly from start to finish.

EXPERIENCE

30 Years

REGISTRATION

Licensed Architect, Missouri
(# 007794)

EDUCATION

Bachelor of Architecture,
University of Kansas

PROJECT MANAGER

4900 Main Street, Suite 1000
Kansas City, MO 64112
913.362.6500
jennifer.goeke@pgav.com

RELEVANT EXPERIENCE

City of Independence, MO

Tourism and Museum Master Plan; Downtown
Tourism Signage and Wayfinding; Community
Center Concept Design

Bass Pro – Springfield, MO

Wonders of Wildlife National Museum and
Aquarium; White River Banquet and Conference
Center

City of Lenexa, KS

Lenexa Civic Center, Including: Recreation Center,
City Hall and Public Market, Parking Garage,
Farmers' Market, Outdoor Plazas, Gathering
Places, Public Arts

City of Overland Park, KS

Downtown Farmers' Market; Sykes/Lady Golf
Clubhouse; New City Hall Planning Studies;
Convention Center Improvements

City of Grand Rapids, MI

Community Archives and Research Center

Folly Theater – Kansas City, MO

Theater Renovation

Anheuser Busch – St. Louis, MO

Tour Center Hospitality Room

City of St. Charles, Missouri

St. Charles Convention Center

Kansas State University – Manhattan, KS

Hale Library Recovery and Restoration

State of Kansas – Topeka, KS

Docking State Office Building Design-Build



City of
Independence,
Missouri –
Tourism and Museum
Master Plan



City of Lenexa,
Kansas –
Civic Center



City of Overland
Park, Kansas –
Farmers' Market

TOM OWEN

Lead Museum Planner & Designer



ABOUT

Tom has provided strategic counsel and shaped successful projects for a wide range of cultural institutions in his 25+ year career as a planner and designer of exhibits and shows. He has a passion for translating stories of nature, history, and culture into engaging guest experiences. Tom thrives on the challenge of helping cultural institutions fulfill their missions in financially sustainable ways. He knows the blending of story and economics can make a powerful combination. Tom strives to create experiences that transform visitors and has developed a strong interest in free-choice learning theory, image perception, social interactions in destinations, and other aspects of guest attitudes, beliefs, and behaviors. Tom finds intellectual stimulation through his connections with academia and industry colleagues. He has taught museum studies at University of Missouri-Saint Louis and was a guest lecturer at NYU in the graduate program for tourism professionals.

EXPERIENCE

25+ Years

EDUCATION

BFA, Theatre Arts, Webster
University Conservatory

RELEVANT EXPERIENCE

City of Independence, MO

Tourism and Museum Master Plan

Kennedy Space Center

Visitor Complex – Cape Canaveral, FL
Strategic Master Plan; Space Shuttle Museum

Biltmore Estate – Asheville, NC

Strategic Master Plan; Antler Hill Village

Patriots Point Aviation and

Maritime Museum – Mount Pleasant, SC
Strategic Master Plan

Yosemite National Park California

Strategic Planning of Facilities

Queen Mary – Long Beach, CA

Strategic Master Plan

Saint Louis Science Center – St. Louis, MO

Strategic Master Plan; Tunnel System Exhibit;
Med Tech Exhibit

Saint Louis Zoo – St. Louis, MO

Strategic Master Plan; Sea Lion Exhibit;
Polar Bear Exhibit

Inside the Economy Museum – St. Louis, MO

Master Plan and Design of Visitors Center

Georgia Aquarium – Atlanta, GA

Planning and Design of Exhibits

Al Ain Wildlife Park and Resort – UAE

Interpretive Planning and Design of Wildlife Park
and Botanical Garden

Missouri Botanical Garden – St. Louis MO

Strategic Master Plan of Ridgway
Center Revamp

General George S. Patton Museum –

Fort Knox, KY
Strategic Master Plan and Concept Design for
New Museum

Connor Prairie – Fishers, IN

Strategic Master Plan

Niagara Parks – Ontario, Canada

Strategic Master Plan, Design of Welcome Center
with Fury Attraction; Strategic Master Plan of
Historic Fort Erie Museum and Site

The Alamo – San Antonio, TX

Master Interpretive Plan

State of Kansas – Topeka, KS

Docking State Office Building Design-Build



City of
Independence,
Missouri –
Tourism and Museum
Master Plan



Saint Louis Science
Center – Boeing Hall



Kennedy Space
Center – Visitor
Center Strategic
Master Plan and
Space Shuttle
Museum

ANDY STRUCKHOFF

Lead Planner; AICP, DFCP



ABOUT

PGAV Planners' approach to urban planning is to produce plans that reflect the community's vision and that are actionable and achievable. These plans are based on community input, market knowledge, and sound planning principles. Andy applies this philosophy as Vice President and leader of PGAV Planners' staff. Andy consults regularly with municipal clients, elected officials, staff, and private developers to develop creative planning, policy, and finance solutions. He has helped more than 100 communities across the country find planning, policy, and development solutions and has helped facilitate more than \$2 billion in development activity in the past decade. Whether advising developers on the best market-supported solution, or working with community leaders to define a path towards implementing major projects, Andy is able to understand complex data and interpret it for his clients. He was a key member of the PGAV team that worked with the City of Independence to develop the Tourism and Museum Master Plan.

EXPERIENCE

20 Years

REGISTRATION

American Institute of
Certified Planners

Development Finance
Certified Professional

EDUCATION

MA, Urban Planning & Real
Estate Development, Saint
Louis University
BA, English & Communication,
Saint Louis University

RELEVANT EXPERIENCE

City of Independence, MO

Tourism and Museum Master Plan

Port Authority Strategic Plan –

St. Charles County, MO

Economic Analysis, Workforce Analysis,
Stakeholder Engagement, Policy Development

Economic Justice Action Plan – St. Louis, MO

Economic Analysis, Projections, Spatial Analysis,
Stakeholder Engagement

Tourism Management & Investment Plan – Asheville, NC

Data Collection & Analysis, Bond Financing

Master Plan & Real Estate Planning – Columbia, SC

Data Collection, Financial Analysis, Development
Planning, Pre-Development Solicitation

Development Planning – Wharton, TX

Market Analysis (Housing, Industrial, Retail, Office),
Development Feasibility Analysis, Land Use
Planning

Revenue Study – Aurora, CO

Revenue Analysis, Financial Projections

Field Station Revenue Study – Derby, KS

Revenue Analysis, Financial Projections

Cortex Innovation Community –

St. Louis, MO

Market Analysis (Office, Hotel, Retail), Revenue
Analysis, Financial Projections, On-Call Economic
Development Consultation

Olympic Park Revenue Study – Goddard, KS

Revenue Analysis, Financial Projections

Ballpark Village – St. Louis, MO

Market Analysis (Office, Hotel, Retail, Multi-Family),
Revenue Analysis, Financial Projections, On-Call
Economic Development Consultation



City of Asheville,
North Carolina –
Tourism
Management Plan



Cortex – Innovation
District Market
Analyses



St. Louis
Development
Corporation –
Ballpark Village
Market Analyses

JOHN KASMAN

Senior Designer; RA



ABOUT

John Kasman has over 25 years of Destination expertise with specialties in guest experience and interpretive design for a multitude of project types such as museums, historic sites, and brand destinations. As Vice President at PGAV Destinations and a licensed architect by trade, John provides effective management of large-scale projects and multifaceted project teams. He also has extensive on-site experience including art direction and technical problem solving. Artist plus Engineer equals Architect; that's John Kasman. Always knowing he loved art and math, he began studying architecture at the University of Notre Dame and realized this was the career for him. Some of John's favorite work includes the renovation of Table Rock Centre in Niagara Falls. This project has great historical value and it draws from a natural wonder. John has worked on a variety of Destination projects, from rides, to zoos, to a variety of building types, which shows he can do it all.

EXPERIENCE

25+ Years

REGISTRATION

Licensed Architect

EDUCATION

Bachelor of Architecture,
Notre Dame University

RELEVANT EXPERIENCE

St. Louis Cardinals – St. Louis, MO

Hall of Fame and Museum

Anheuser-Busch Stadium and Airport Experiences – Various Locations

Branded Environments

Anheuser-Busch – Various Locations

Brewery Experiences Renovations; Beer
Museum at the Old Schoolhouse; Budweiser
Made in America Festival Experiences; Bud Light
Stadium Experiences; Goose Island Tour Center;
Goose Island Bus

The Alamo – San Antonio, TX

Comprehensive Master Plan

Niagara Parks – Ontario, Canada

Comprehensive Master Plan

Biltmore Estate – Asheville, NC

Strategic Master Plan

Audubon Nature Institute – New Orleans, LA

Strategic Master Plan of Zoo and Aquarium;
Concept for Alive Project in Baton Rouge

Georgia Aquarium – Atlanta GA

Planning and Design of Exhibits

Discovery Cove – Orlando FL

Strategic Master Plan; Guest Services buildings;
Merchandise Kiosk addition; Restaurant/Special
Events Facility; Interactive Stingray exhibit; Aviary
expansion; Discovery Cove expansion, Reef
expansion

Al Ain Wildlife Park and Resort – UAE

Wildlife Park and Botanical Garden Planning and
Design

Aquatica, SeaWorld – Orlando, FL

Concept Design, Construction Administration

Busch Entertainment Corporation –

Dubai UAE

Master Plan for SeaWorld Worlds of Discovery



The Alamo –
Comprehensive
Master Plan



Biltmore Estate –
Strategic Master
Plan



Niagara Parks –
Comprehensive
Master Plan

KATHLEEN ROBERT

Environmental Designer



ABOUT

As early as kindergarten, Kathleen was captivated by the world of art, color, typography, and design. She harnessed that intrigue into an incredible career in graphic design. Kathleen is a strategic thinker and visual communicator, masterfully blending environmental graphics, typography, and illustration to create immersive storytelling environments that captivate audiences. She consistently produces creative designs with a keen eye for the nuances of each project. At PGAV, Kathleen thrives on the diversity of the stories, with each story offering a unique perspective on culture and the human experience, fostering empathy and recognition. She is dedicated to bringing diverse backgrounds and unfolding their stories and experiences. She sees the value of reflecting our shared humanity. Kathleen's curiosity, empathy, and desire for connections drive her continuous growth and exploration of different cultures, traditions, and perspectives.

EXPERIENCE

25+ Years

REGISTRATION

LEED Green Associate

EDUCATION

BFA, Emphasis in Graphic Design, Kansas State University

INVOLVEMENT

Society of Experiential Graphic Design
American Institute of Graphic Arts
U.S. Green Building Council

RELEVANT EXPERIENCE

City of Independence, MO

Downtown Signage and Wayfinding

Al Ain Wildlife Park & Resort,

Al Ain Zoo – UAE

Zoological Interpretive Program

Anheuser-Busch, Enterprise Center –

St. Louis, MO

Biergarten: Signage and Environmental Graphics

Busch Gardens Tampa Bay – Tampa, FL

Front Gate Re-Theme: Thematic Signage and Graphics

Georgia Aquarium – Atlanta, GA

Sharks! Predators of the Deep: Exhibit Design and Interpretive Program; Exterior Signage, Environmental Graphics, and Wayfinding

Mark Twain Boyhood Home & Museum – Hannibal, MO

Pilaster House: Exhibit Design and Interpretive Program

Mississippi Aquarium – Gulfport, MS

Signage, Interpretive and Environmental Graphics

Missouri History Museum/Missouri Historical Society – St. Louis, MO

1904 World's Fair Exhibit: Interpretive Signage and Environmental Graphics

National Air and Space Museum – Washington DC

The Commons: Interpretive Graphics and Signage

Oklahoma City Zoo – Oklahoma City, OK

Entry Plaza and Savannah: Identity, Interpretive Program, and Environmental Graphics

San Francisco Giants, Oracle Park – San Francisco, CA

Anniversary Exhibit: Exhibit Design

Steelers Hall of Honor Museum – Pittsburgh, PA

Exhibit Design and Interpretive Program

Virginia Air & Space Center – Hampton, VA

Flight: Interpretive Signage and Environmental Graphics



Anheuser-Busch – Biergarten



National Air and Space Museum – The Commons



Missouri History Museum – 1904 World's Fair Exhibit

MELISSA SIMMONS

Interpretive Planner



ABOUT

Melissa is dedicated to creating welcoming experiences for visitors. Her creativity, love for history, and skill in storytelling combine to create immersive experiences that transport visitors through time and ignite their curiosity. Melissa believes in the power of design to connect people and is passionate about the visitor experience, harnessing tools like audience research to help people relate to, understand, and empathize with the stories being told. She has extensive experience designing exhibits for various museums. She excels in creating exhibits that captivate audiences of all ages and learning styles. Committed to family learning, she strives to facilitate meaningful conversations between parents and children. Melissa's approach blends storytelling and design to create impactful and memorable moments. Through her designs, Melissa aims to make history come alive, engaging visitors in a way that leaves a lasting impression.

10 Years

EDUCATION

MFA, Museum Studies,
Indiana University - Purdue
University at Indianapolis
BS, Architecture,
Ball State University

RELEVANT EXPERIENCE

The Alamo – San Antonio, TX
Master Plan

National Air & Space Museum – Washington DC
The Commons Area Design

Conner Prairie Interactive History Park – Fishers, IN
Strategic Master Plan; Exhibit Planning, Experience Development

Thomas Jefferson's Monticello – Charlottesville, VA
Interpretive Plan

International Dark Sky Discovery Center – Fountain Hills, AZ
Master Plan

Pittsburgh Steelers Museum – Pittsburgh, PA
Exhibit Design

National Museum of Indian Removal – St. James, MO
Feasibility Study

Muncie Children's Museum – Muncie, IN*
Tot Spot

The Children's Museum of Indianapolis – Indianapolis, IN*
Take Me There: China

Heard Museum – Phoenix, AZ*
It's Your Turn: Color!; Away from Home: American Indian Boarding School Stories; Symmetry in Stone: The Jewelry of Richard I. Chavez

**Project undertaken before joining PGAV.*



National Air and Space Museum – The Commons



Conner Prairie Interactive History Park – Strategic Master Plan; Exhibit Planning



Thomas Jefferson's Monticello – Interpretive Plan

DOUG NICKRENT

Senior Exhibit Designer



ABOUT

Doug has over 30 years of experience designing and fabricating projects for a variety of applications including theater, business, special events, and touring and permanent exhibits. He holds a master's degree in sculpture and has exhibited works internationally. At PGAV, Doug has concentrated on the design of museum quality exhibits, although he has also worked on projects as disparate as the Ocean Park Aquarium in Hong Kong and a vintage metro bus for the Goose Island Brewery. Doug enjoys working on historical and cultural exhibits and was thrilled to be involved with the display of the Space Shuttle Atlantis at Kennedy Space Center Visitor Complex. Doug has art directed a variety of media productions, and relishes going on site for shoots when possible. He has helped conduct numerous interviews with the people who lived the stories we seek to tell, including astronauts, space shuttle technicians and Franciscan sisters.

EXPERIENCE

30+ Years

EDUCATION

MFA, Sculpture,
Ohio University

BFA, Sculpture, Washington
University in St. Louis

RELEVANT EXPERIENCE

Kennedy Space Center Visitor Complex – Orlando, FL

Strategic Master Plan; Space Shuttle Museum

Hospital Sisters of St. Francis – Springfield, IL

Heritage Room Exhibit Design

General George S. Patton Museum – Fort Knox, KY

Strategic Master Plan and Concept Design for New Museum

Brookfield Zoo – Chicago, IL

Great Bear Wilderness

Georgia Aquarium – Atlanta, GA

Planning and Design of Exhibits

Gateway Arch – Saint Louis, MO

Master Plan of Visitor Center; Design of Exhibits

Momentum Science Center – Asheville, NC

Strategic Master Plan and Design

Mark Twain Boyhood Home and Museum – Hannibal, MO

Exhibit and Retail Design for the Boyhood Home

Discovery Center of Springfield, MO

Strategic Master Plan and Design

Saint Louis Zoo – St. Louis, MO

Penguin Exhibit; Sea Lion Exhibit; Polar Bear Exhibit; Great Ape Exhibit

Indianapolis Zoo – Indianapolis, IN

Strategic Master Plan; Exhibit Design

Looking for Lincoln – Central Illinois

Strategic Master Plan and Design of Heritage Tourism Project

Lincoln's New Salem Visitor Center – New Salem, IL

Exhibit Design

Niagara Falls – Ontario Canada

Strategic Master Plan



Kennedy Space Center Visitor Complex – Strategic Master Plan and Space Shuttle Museum



Georgia Aquarium – Exhibit Planning and Design



General George S. Patton Museum – New Museum

CHRIS BUSCH

Architectural Designer; RA



ABOUT

Chris is a licensed architect and brings a unique, creative energy to any project team. His experience includes diverse assignments from the project definition stage through construction administration and project close out. His portfolio of work includes site studies and planning for a broad range of community facilities, including recreation, cultural, education, and enrichment. Chris explores design ideas through various techniques including engaging the project team and client in “real time” work sessions that utilizes 3D computer software. Chris has the ability to challenge the team to explore new possibilities and ensure that the design best meets the needs of the client and user groups.

EXPERIENCE

14 Years

REGISTRATION

Licensed Architect/Kansas

EDUCATION

BS, Architecture,
University of Southern
California

RELEVANT EXPERIENCE

City of Independence, MO

Tourism and Museum Master Plan; Community Center Concept Design

Ruby Falls on Lookout Mountain – Chattanooga, TN

Guest Experience Improvements

Union Station Kansas City

On-call Architecture Services, Including: Public Restrooms Renovations; Science City Renovation Study

Kansas City Zoo and Aquarium

Elephant Expedition; Stingray Bay Touch Tank; Red Panda Exhibit Improvements

City of Lenexa, KS

Lenexa Civic Center, Including: Recreation Center, City Hall and Public Market, Parking Garage, Farmers’ Market, Outdoor Plazas

City of Overland Park, KS

City Hall Master Planning Studies; Sykes/Lady Golf Course Clubhouse; Downtown Farmers’ Market; Convention Center Renovations

Johnson County, Kansas

JCPRD John Barkley Plaza Pavilion at Shawnee Mission Park

State of Kansas – Topeka, KS

Docking State Office Building Design-Build

Kansas City Kansas Community College

Community Education, Health, and Wellness Center

Old St. Patrick Oratory – Kansas City, MO

New Social Hall



City of Independence, Missouri – Tourism and Museum Master Plan



City of Lenexa, Kansas – Civic Center/ Recreation Center



City of Overland Park, Kansas – Sykes/Lady Golf Clubhouse

SARAH DYOTT

Project Planner



ABOUT

Sarah is a city planning and real estate development professional passionate about the need for public and private collaboration in cities and communities in order to create thriving, healthy, and equitable places to live and work. She is dedicated to understanding the complexities and depth of social issues along with the culture, experience, and desires of communities in which she works, in order to create successful and equitable community-based projects. Sarah's diverse academic background in engineering, urban studies, city planning, and real estate finance allowed her to develop and strengthen a variety of skill sets that have become essential to her practice of urban planning. She has worked with municipal, private, non-profit, and institutional clients on a wide range of projects, including comprehensive plans, housing studies, development and incentive analyses, market and revenue studies, grant writing, and tax increment financing eligibility studies and redevelopment plans.

EXPERIENCE

3 Years

EDUCATION

Master of City and Regional Planning –
Housing and Community Development,
Georgia Institute of Technology
Master of Real Estate Development,
Georgia Institute of Technology
BS, Mechanical Engineering, Applied
Science, Washington University in
St. Louis

RELEVANT EXPERIENCE

Olia Village – Creve Coeur, MO

Planning and Zoning Review, Market Analysis (Housing), Economic Development Consulting, Revenue Analysis, Financial Projections, City Council Review

Manchester Road Corridor – Brentwood, MO

Economic Development Consulting, Revenue Analysis, Financial Projections, Board of Alderman Review

Town Square Scenario Plan –

Dardenne Prairie, MO

Project Management, Stakeholder Engagement, Existing Conditions Analysis, Market Analysis (Retail, Office, Hotel, Multifamily), Visioning, Scenario Design and Visualizations

UMSL South Campus Master Plan –

St. Louis County, MO

Project Management, Market Analysis (Office, Retail, Multifamily), Visioning, Design and Visualizations, Feasibility Analysis, Financial Structuring

Economic Impact Analysis – St. Louis, MO

Economic and Fiscal Impact Analysis for St. Louis CITY SC, Stakeholder Engagement, Neighborhood Impact Analysis

Occupancy Study – Hermann, MO

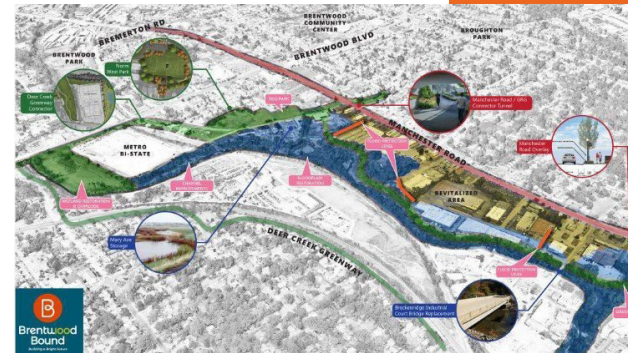
Market Analysis (Hospitality, Multifamily), Space Planning, Site Planning, Feasibility Analysis, Financial Structuring

Market Analyses and Revenue Studies – Various Projects

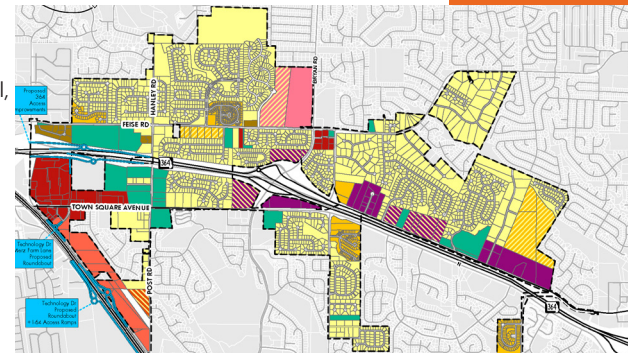
Avon, IN; Indianapolis, IN; Whiteland, IN; Pell City, AL; Kansas City, MO; University City, MO

Development Finance Consulting – Various Projects

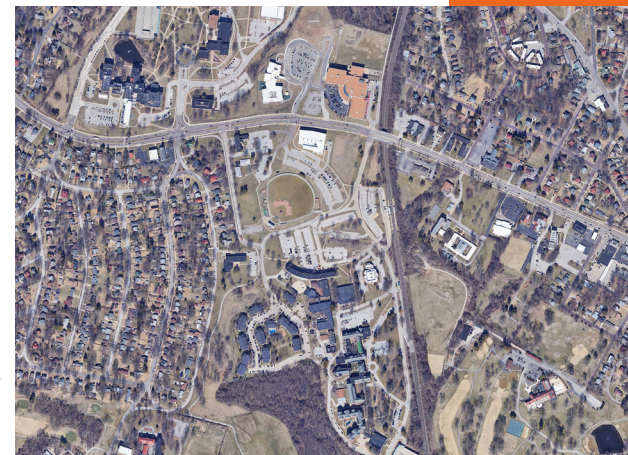
Alton, IL; Bloomington, IL; Cape Girardeau, MO



City of Brentwood, Missouri –
Manchester Road
Corridor Market
Analysis and
Master Plan



City of Darden
Prairie, Missouri –
Comprehensive Plan
Update



University of
Missouri -St. Louis –
South Campus
Redevelopment Plan

CRISTEN HARDIN

Planner



ABOUT

Cristen has a strong background in urban and regional planning. She is experienced in leading multi-faceted, complex projects that involve public engagement, community visioning, developing economic incentive policies, zoning and development regulation updates, and implementation strategies that translate broad goals into clear guidelines and actionable tasks that City staff and elected officials can use on a daily basis. Cristen honed these and other skills during in her time a Municipal Planner where successfully managed St. Louis Road & Collinsville Road Great Streets Initiative Plan, from grant writing to plan adoption. Cristen's municipal planning experience positions her to understand and navigate the delicate balance of developing realistic, community-centered plans and matching those plans with market realities and a city's capacity to fund and implement plans. Cristen is also an experienced community liaison and enjoys presenting information to the public and elected officials. This often requires translating complex planning and economic development concepts for public understanding.

EXPERIENCE

8 Years

EDUCATION

Chancellor's Certificate in Fundamentals of Economic Development, University of Missouri-St. Louis
MA, Urban Planning, University of Illinois at Champaign-Illinois
BS, Business Administration, Finance and Management, Southern Illinois University Edwardsville

RELEVANT EXPERIENCE

Comprehensive Plan – Pevely, MO

Demographic & Market Analysis, Community Engagement, Annexation Scenario Planning, Implementation Strategy

Comprehensive Plan – Perryville, MO

Demographic & Market Analysis, Community Engagement, Scenario Planning & Development, Implementation Strategy

Comprehensive Plan – Richmond Heights, MO

Community Engagement, Scenario Planning & Development, Implementation Strategy

Tabernacle CDC Neighborhood Plan – St. Louis, MO

Data Collection, Spatial Analysis, Community Engagement, Neighborhood Revitalization Strategy

City Center Master Plan – Jerseyville, IL

Demographic & Market Analysis, Community Engagement, Streetscape Improvement Concepts, Implementation Strategy

Economic Development Consulting Services

Bloomington, IL (TIF); Cahokia Heights, IL (TIF); Galesburg, IL (TIF); Memphis, TN (TIF); Sparta, IL (TIF); Springfield, IL (TIF); Quincy, IL (Enterprise Zone); Urbana, IL (TIF)

Market Analysis and Revenue Studies

Aurora, CO; Cameron County, TX; Fort Scott, KS;

STPD Community Center Plan*

Pro Bono Service Program, APA-IL (2020)

*Project undertaken before joining PGAV.



City of Pevely,
Missouri -
Comprehensive Plan



City of Perryville,
Missouri -
Comprehensive Plan



City of Richmond
Heights, Missouri -
Comprehensive Plan

LINDSEY EVANS

Planner



ABOUT

With a background in both architecture and development, Lindsey has found herself experiencing constant crossover between a variety of professions including planning, housing development, design, and community engagement. She is continually intrigued by analysis and progress that respects historic context, integrates comprehensive diversity, and provides equitable improvements. Over the past 15 years, she has been involved in various challenges including developing and constructing a catalyst for redevelopment after a natural disaster wiped an entire town off the map, sustainable restoration of public sector buildings as well as sustainable policy review in New York City, neighborhood transformation through single-family homeownership, and leading the development of over 750 units of mixed-income rental housing across numerous multi-million dollar mixed-use real estate developments in various states. These experiences have helped her develop a variety of skills including project management and leadership, written and verbal communication, and creative and critical thinking.

EXPERIENCE

15+ Years

EDUCATION

Master of Architecture,
University of Kansas
Chancellor's Certificate in Fundamentals
of Economic Development, University of
Missouri-St. Louis
NDC Rental Housing Development
Finance Training

RELEVANT EXPERIENCE

Olia Village – Creve Coeur, MO

Planning and Zoning Review, Market Analysis
(Housing), Economic Development Consulting,
Revenue Analysis, Financial Projections, City
Council Review

Manchester Road Corridor – Brentwood, MO

Economic Development Consulting, Revenue
Analysis, Financial Projections, Board of Alderman
Review

Town Square Scenario Plan – Dardenne Prairie, MO

Project Management, Stakeholder Engagement,
Existing Conditions Analysis, Market Analysis
(Retail, Office, Hotel, Multifamily), Visioning,
Scenario Design and Visualizations

UMSL South Campus Master Plan – St. Louis County, MO

Project Management, Market Analysis (Office,
Retail, Multifamily), Visioning, Design and
Visualizations, Feasibility Analysis, Financial
Structuring

Economic Impact Analysis – St. Louis, MO

Economic and Fiscal Impact Analysis for
St. Louis CITY SC, Stakeholder Engagement,
Neighborhood Impact Analysis

Occupancy Study – Hermann, MO

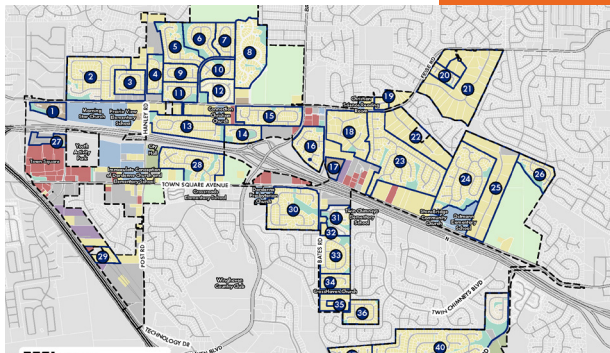
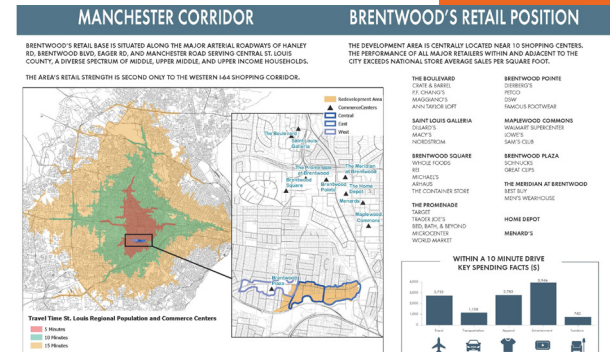
Market Analysis (Hospitality, Multifamily),
Space Planning, Site Planning, Feasibility Analysis,
Financial Structuring

Market Analyses and Revenue Studies – Various Projects

Avon, IN; Indianapolis, IN; Whiteland, IN; Pell
City, AL; Kansas City, MO; University City, MO

Development Finance Consulting – Various Projects

Alton, IL; Bloomington, IL; Cape Girardeau, MO



City of Brentwood,
Missouri –
Manchester Road
Corridor Market
Analysis and
Master Plan

City of Darden
Prairie, Missouri –
Comprehensive Plan
Update

University of
Missouri -St. Louis –
South Campus
Redevelopment Plan

City of Independence, MO: National Frontier Trails Museum & Cultural Center
Feasibility Study | RFP #24038

Follow Up Information | November 11, 2024



PGAV ARCHITECTS

4900 Main Street, Suite 1000
Kansas City, MO 64112
913.362.6500
www.pgavarchitects.com

Steve Troester
Principal-in-Charge
913.362.6500
steve.troester@pgav.com

Jennifer Goeke
Project Manager
913.362.6500
jennifer.goeke@pgav.com

November 11, 2024

City of Independence
Attn: Richelieu Sese

Re: Follow Up Information | Feasibility Study for National Frontier Trails Museum & Cultural Center

Dear Richelieu Sese and Members of the Selection Committee,

Thank you for the opportunity to provide additional information regarding our approach to the Feasibility Study for the National Frontier Trails Museum and Cultural Center. Our interest in collaborating with the City to bring the stories of Independence and the Frontier Trails to life remains high. We look forward to meeting with you soon to introduce our team, share insights from our work that will benefit this study, and discuss the collaborative process that will guide our work with you.

Sincerely,



Steve Troester, AIA, LEED AP
Principal



Jennifer Goeke, RA
Practice Leader

FOLLOW-UP INFORMATION



1. Please clarify if your Feasibility Study will include an initial exploration and assessment of future public and private funding opportunities? (Planners)

PGAV's proposed study will include an initial exploration and assessment of future public and private funding opportunities. This could include grants, donations from private organizations or individuals, and public/private partnerships.

2. If so, what specific funding information will the Feasibility Study include?

The feasibility study will outline available grants, their eligibility requirements, application processes, and deadlines. The study will identify local benefactors and philanthropists who could contribute to the project, along with any expectations they may have regarding recognition. The study will also detail public funding options, such as government grants and subsidies, as well as private funding opportunities. Additionally, the study will provide projections for estimated revenues and describe the funding process.

3. How does your approach and methodology for the Feasibility Study align with current best practices and standards in the museum field?

In alignment with current Museum best practices and standards, PGAV's proposed process will include extensive community engagement to ensure interpretation will be inclusive and reflect diverse perspectives. In subsequent phases following the feasibility study, collections will be assessed to ensure authenticity and provenance. PGAV will consult with cultural communities to avoid appropriation of native objects. During planning and design, the topic of climate change can be incorporated within other topics as a theme.

FOLLOW-UP INFORMATION



4. What do you intend to accomplish in the kick-off meeting and how will that set the tone and pace for the project?

The kick-off meeting will bring together City leaders and the PGAV team to confirm the work plan proposed for the study. During the kick-off meeting, we will explore all aspects of the project, including:

- Brainstorm goals for the study and a vision for the new museum and cultural center.
- Discuss the impact the new museum and cultural center can have on the Independence community.
- Identify critical success factors, means by which we measure our progress and ultimately our success.
- Develop a list of key questions to be answered during the study:
 - Who will visit the museum and cultural center?
 - Why will they visit and what will bring them back?
 - What is the subject matter?
 - Who will operate the museum and cultural center?
 - How will it be funded?
 - How will it be maintained?
- Develop our plan around answering the key questions.
- Identify community leaders to participate on a steering/advisory committee. Prospective committee members could include City leaders (e.g., administration, council, civic organizations), residents who represent a diversity of ideas and perspectives, and community members who support, are passionate about, and can champion the museum and cultural center.
- Establish milestone dates and build a schedule of meetings around these milestones.
- Develop a plan for market research

This meeting will set the tone for the study by creating an esprit de corps among participants, building consensus around the project's goals and vision, and establishing a shared commitment to meeting project milestones.

FOLLOW-UP INFORMATION



5. During the development of the Feasibility Study, what is your process for communicating if there is a need to adjust the scope, timeline, and fee?

PGAV strongly believes in engaging our clients as collaborators in the planning process. In our experience, this ensures maximum buy-in and “implementation energy” at the conclusion of the process. This requires that our client be available for meetings throughout all phases of the project. However, we pride ourselves on being flexible and adapting our process to accommodate our client’s responsibilities and schedule. Our work plan will include milestones to assess if we are on track and meeting the goals set at the beginning of our process. If adjustments are needed to the scope, timeline, or fee, our proposed project manager, Jennifer Goeke, will work with you to minimize any disruption to our established delivery date and communicate updates to the project team as necessary.

6. Why do you want to be a part of this project and what makes your firm the best choice at this time in the planning process?

PGAV is invested in the Independence community. Since 2022, the PGAV team has been working with the City of Independence to develop strategies for strengthening tourism in the community, including the development of a new Frontier Trails Museum and Cultural Center. We have invested time in meeting with your leaders, your community members and in understanding your vision. We want to be part of the change that you are seeking. We believe a new National Frontier Trails Museum and Cultural Center can be a generational opportunity to make a positive impact on the community. Our team has a diverse skill set that allows us to support the project in many ways with a cohesive one team approach.



7. Once the Feasibility Study is complete, what are the next three to five critical steps in the planning process of creating the new NFTM?

Once the Feasibility Study is complete, the next critical steps in the planning process for creating the new National Frontier Trails Museum and Cultural Center include:

- **Fundraising:** Securing the necessary financial resources to move forward with the project will be a top priority. This will involve pursuing grants, donations, and private investment to support the development and operational costs. A fundraising consultant to assess the potential for funding the Museum through public and private sources could supplement the works of the team.
- **Building Community Support:** Building broad community support is crucial for the success of the project. Engaging local stakeholders, civic leaders, and the general public to gather input and ensure alignment with community needs will be key to fostering long-term success.
- **Identifying Resources:** Both local and national resources, including expertise, partnerships, and potential funding sources, will need to be identified to help develop the overall strategy for the museum and cultural center. This may involve connecting with industry leaders, cultural organizations, and government agencies.
- **Identifying Leadership:** Strong leadership will be essential for guiding the project. This includes appointing key individuals or forming a leadership team to manage the planning, development, and implementation phases (similar to the approach used by our team on the Alamo project highlighted in our proposal). Hiring a museum director/acting director with museum planning experience, including organization, staffing, and operations, could be considered.
- **Concept Planning.** Establishing an advisory panel of subject experts to help develop interpretive and collections plans that will inform the building program and footprint is an important next step.

Once these important next steps have been accomplished, final site and commissioning a concept design of the museum building, site, and exhibits takes place.

FOLLOW-UP INFORMATION



8. What do you consider as a reasonable time frame for this project to be complete?

PGAV proposes a 26-week schedule to complete the tasks outlined in our Proposed Methodology, including preparation for project-related meetings and workshops, stakeholder and community engagement, and development of project deliverables, among other activities. We believe this is a reasonable time frame to complete the feasibility study.

COST PROPOSAL

The following Cost Proposal is based on the Methodology outlined on pages 13-18 of this submittal for the Phase 1 Feasibility Study and our current understanding of the project as described in the City's RFP.

1. Direct Cost: \$205,000

Indirect Cost: Indirect cost related to labor are included in the Direct Cost proposed above.

2. Labor (hours) by Major Tasks (for Phase 1 Feasibility Study)

Phase	Labor Hours
Discovery/Gathering Data/Analysis and Assessment	313
Synthesis	414
Implications/Recommendations	424
TOTAL	1151

3. Subconsultants

All work for this project will be performed by PGAV staff and is accounted for in the proposed cost noted above in Item 1.

4. Other Proposed Costs (Reimbursables) Reimbursable expenses including in-house printing and reproduction, and travel costs associated with site visits, in-person meetings, workshops, and stakeholder/community engagement activities are in addition to the proposed cost noted above. Project-related expenses including preparation of materials for stakeholder engagement and presentations are additional to the fixed fee. We would anticipate an allowance of \$25,000 for travel expenses, stakeholder/community engagement materials, and final report production.

COST PROPOSAL

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Evaluations Summary
Request for Proposal #24038
Feasibility Study for the National Frontier Trails Museum and Cultural Center

	DLR Group					
Evaluator	A	B	C	D	E	F
Experience & Qualifications	E	G	E	E	G	
Methodology	G	G	E	E	G	
Team Composition	G	P	E	E	G	
Timeline	E	G	E	E	G	
Cost Estimate	F	F	F	G	P	
Project Delivery and Approach	F	G	E			
Presentation	F	F	E			

Rating scale, E= Excellent; G=Good; F=Fair; P=Poor

	Gallagher & Associates					
Evaluator	A	B	C	D	E	F
Experience & Qualifications	E	F	E	G	E	
Methodology	G	G	G	E	E	
Team Composition	F	P	G	F	G	
Timeline	F	G	G	E	P	
Cost Estimate	G	G	G	E	E	
Project Delivery and Approach	P	F	G			
Presentation	P	P	P			

Rating scale, E= Excellent; G=Good; F=Fair; P=Poor

	GWWO Inc. Architects					
Evaluator	A	B	C	D	E	F
Experience & Qualifications	E	E	E	E	F	
Methodology	E	E	E	E	G	
Team Composition	E	F	E	G	F	
Timeline	G	G	G	F	G	
Cost Estimate	F	F	E	G	G	
Project Delivery and Approach	G	F	P			
Presentation	G	E	P			

Rating scale, E= Excellent; G=Good; F=Fair; P=Poor

	PGAV Architects					
Evaluator	A	B	C	D	E	F
Experience & Qualifications	E	E	E	E	G	
Methodology	E	E	G	E	F	
Team Composition	E	E	F	E	F	
Timeline	G	E	G	E	F	

Individual Evaluations Summary

RFP # 24038

NFTM Cultural Center Feasibility
Study

	DLR Group						
	A	B	C	D	E	F	
	4	3	4	4	3	0	
	3	3	4	4	3	0	
	3	1	4	4	3	0	
	4	3	4	4	3	0	
	2	2	4	3	1	0	
	2	3	2	0	0	0	
	2	2	4	0	0	0	Average
	20	17	26	19	13	0	15.83

E	4
G	3
F	2
P	1

	Gallagher & Associates						
	A	B	C	D	E	F	
	4	2	4	3	4	0	
	3	3	3	4	4	0	
	2	1	3	2	3	0	
	2	3	3	4	1	0	
	3	3	3	4	4	0	
	1	2	3	0	0	0	
	1	1	3	0	0	0	Average
	16	15	22	17	16	0	14.33

	GWWO Inc. Architects						
	A	B	C	D	E	F	
	4	4	4	4	2	0	
	4	4	4	4	3	0	
	4	2	4	3	2	0	
	3	3	3	2	3	0	
	2	2	4	3	3	0	
	3	2	1	0	0	0	
	3	4	1	0	0	0	Average
	23	21	21	16	13	0	15.67

	PGAV Architects					
	A	B	C	D	E	F
	4	4	4	4	3	0
	4	4	3	4	2	0
	4	4	2	4	2	0
	3	4	3	4	2	0

Evaluations Summary
Request for Proposal #24038
Feasibility Study for the National Frontier Trails Museum and Cultural Center

Cost Estimate	F	F	P	F	P	
Project Delivery and Approach	E	E	F			
Presentation	E	E	E			

Rating scale, E= Excellent; G=Good; F=Fair; P=Poor

PGAV Architects recommended for award based on highest average evaluation score

2	2	1	2	1	0	
4	4	2	0	0	0	
4	4	4	0	0	0	Average
25	26	19	18	10	0	16.33

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to approve the Construction Manager at Risk agreement with McCownGordon Construction on the Independence Municipal Commons (IMC) renovation project located at 20201 E. Jackson Drive, Independence, MO 64057.

Recommendations:

Council approval to execute Construction Manager at Risk Agreement with McCownGordon Construction for the Independence Municipal Commons project.

Background:

On January 2nd, 2024 the City Council approved Ordinance 19520, authorizing the City of Independence to enter into a lease purchase transaction with Webster Bank. This included a principal amount of \$20 million for building acquisition and facility/site improvements. Later that same month, staff completed the acquisition at a cost of \$9,239,100 (inclusive of all transaction fees). The facility and site improvements were to be paid for through the remaining balance as well as an estimated \$3 million in total from the water, electric, and wastewater utilities. Since that time, staff have worked with contracted architects and engineers to ensure the building meets our ability to serve the public but to also ensure this is done in the most cost-effective manner possible.

City staff and the city's owner's representative, Project Advocates, have completed the procurement process for construction work at IMC. Utilizing the Construction Manager at Risk procurement method allows the proposed construction manager to: join the team early in the design process to review and become familiar with the existing facility; eliminate unknowns during construction; review the architectural and engineering drawings for constructability; collaborate on possible solutions for the design; provide detailed estimate options during design for the Owner to make educated scope and design decisions; establish fees and general conditions early; as well as reduce the City's overall risk on the projects. This is a widely recognized procurement method across the design and construction industry and has proven to provide the best possible outcomes for Owners.

Approval of this agenda item will authorize the execution of the AIA Document A133-2019 Standard Form of Agreement Between Owner and Construction Manager as Constructor and AIA A201-2017 General Conditions (Attachment 1) hereby contractually awarding McCownGordon Construction, LLC as Construction Manager at Risk for the renovation of the future office location of certain operations of the City of Independence.

The Procurement Division issued a Request for Qualifications/Proposals #24056 for Construction Manager Services on October 4, 2024 (Attachment 2), to receive qualified responses for a construction manager to assist the City in the development of what is now referred to as Independence Municipal Commons (previously referred to in RFQ/P #24056 as

“City Center”). The RFQ/P was published through the Public Purchase e-procurement website, which notified 415 potential respondents; 106 accessed the RFQ/P. Responses were provided by fifteen (15) firms including: AL Huber, Centric, Fogel-Anderson, Forge, Haren Companies, Hartline, JE Dunn Construction, McCownGordon Construction, Monarch Build, Nabholz, Newkirk Novak, Russell Construction, Straub, StructSure, and Turner Construction. The RFQ/P requested respondents to address qualifications as well as provide a specific breakdown of competitive indirect costs and fees.

Each response was evaluated based on the following criteria: Contractor’s confidence in the proposed budget and transparency in subcontractor and supplier procurement process; similar project experience and costs, references, the ability and experience of the proposed staff; scheduling and planning; competitive indirect cost and fees; and owner’s overall confidence. At the conclusion of the RFQ/P evaluation process, it was determined that there was clear scoring separation between McCownGordon’s proposal and the other responding firms. McCownGordon was exclusively selected for an interview with certain City Officials, City of Independence Procurement, SFS Architecture (architect of record on the project), and members of Project Advocates (owner’s representative). The interview served as an opportunity for further dialogue about the project and ultimately confirmed that McCownGordon was the preferred candidate for the position of Construction Manager. They were notified thereafter of the City of Independence’s intention to formally award McCownGordon the project. Shortly thereafter, McCownGordon, in good faith, commenced working on the project in anticipation of negotiating and executing a Construction Manager at Risk agreement.

The AIA Document A133 shall authorize McCownGordon for Construction Manager at Risk and will formally release McCownGordon to complete preconstruction services as outlined in the agreement. Prior to a formal agreement execution, and working in good faith, McCownGordon estimated the project and taken the bid scopes out to trade partners for cost input. They have collaboratively worked alongside the design and Owner teams to provide multiple cost options, allowing the Owner to make decision based on the budget and needs of the renovation. Through this process, McCownGordon is currently budgeting a total construction cost to be around \$7,490,000. Once the Issued for Construction Documents are completed by SFS, McCownGordon will formally bid the project to subcontractors and provide a Guaranteed Maximum Price (GMP) for construction of the proposed project. We expect the GMP to be within the newly proposed project budget.

Presently, the project construction is estimated to be completed by September. It is the intention to begin construction work on floors two and three, which will allow the City to prioritize the relocation of our utility employees from the Independence Utilities Center to the IMC. This, in turn, will allow us to begin the remodeling work at the IUC for the Independence Police Department, thereby accelerating the completion of that project and avoiding additional project cost escalations.

Emergency Justification:

Fiscal Impact:

Approval of this agreement aligns with the original budgeted expenses outlined in the lease purchase agreement approved by Ordinance 19520 and the facility and site improvement estimates. Staff is closely monitoring expenses to ensure they remain within budget.

Council Action:

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

REVIEWERS

Richard Kemple
Lisa Reynolds
Melissa Cabrera
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. 01 - A133-2019 - City of Independence - Final
2. 02 - IMC - Master Budget_3.7.25
3. 03 - Hard Construction Cost Breakdown and Cost Options 3.6.25
4. 04 - CMAR RFPQ
5. RFQ Evaluation_FINAL SUMMARY



AIA® Document A133® – 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the 6th day of February in the year 2025
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

The City of Independence
Procurement Division
111 E. Maple, PO Box 1019
Independence, MO 64051-0519

The Owner's Representative is:
Project Advocates, LLC
5821 W. 137th St.
Overland Park, KS 66223

and the Construction Manager:
(Name, legal status, address, and other information)

McCownGordon Construction, LLC
850 Main St.
Kansas City, MO 642105

for the following Project:
(Name, location, and detailed description)

Independence Municipal Commons
20201 E. Jackson Drive
Independence, MO 64057

The Architect:
(Name, legal status, address, and other information)

SFS Architecture
2100 Central St., Suite 31
Kansas City, MO 64108

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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EXHIBIT A	GUARANTEED MAXIMUM PRICE AMENDMENT
EXHIBIT B	INSURANCE AND BONDS

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

2024.08.08 Independence City Center 50% CD Drawings Rev 1.pdf
2024.08.08 Independence City Center 50% CD Project Manual Vol. I.pdf
2024.08.08 Independence City Center 50% CD Project Manual Vol. II.pdf

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

4-story, 37,594 sf existing facility

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:
(Provide total and, if known, a line item breakdown.)

\$9,314,489

§ 1.1.4 The Owner’s anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:
Bidding/Permit Construction Documents – 11/12/24
- .2 Construction commencement date:
2/3/25
- .3 Substantial Completion date or dates:
To be established in AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment
- .4 Other milestone dates:
GMP submission – 1/29/25

§ 1.1.5 The Owner’s requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)

None.

§ 1.1.6 The Owner’s anticipated Sustainable Objective for the Project:
(Identify and describe the Owner’s Sustainable Objective for the Project, if any.)

None.

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner’s Sustainable Objective. If E234-2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234-2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

None.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

The Owner’s Representative is:
Project Advocates, LLC
5821 W. 137th St.
Overland Park, KS 66223

ATT: Danny Jonas
(816) 536-8868
Danny@project-advocates.com

§ 1.1.9 The persons or entities, in addition to the Owner’s representative, who are required to review the Construction Manager’s submittals to the Owner are as follows:
(List name, address and other contact information.)

SFS Architecture
2100 Central St., Suite 31
Kansas City, MO 64108
and their sub-consultants

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

- .1 Geotechnical Engineer:
N/A
- .2 Civil Engineer:
Olsson
7301 W. 133rd St., Suite 200
Overland Park, KS 66213
- .3 Other, if any:
(List any other consultants retained by the Owner, such as a Project or Program Manager.)

Landscape Architect:
Olsson
7301 W. 133rd St., Suite 200
Overland Park, KS 66213

Structural Engineer:
Bob D. Campbell & CO
4338 Bellview Ave
Kansas City, MO 64111

M/E/P/FP Engineer:
Henderson Engineers
8345 Lenexa Dr., Suite 300
Lenexa, KS 66214

Code Consultant:
FP&C Consultants
1330 Burlington St., Suite 200
North Kansas City, MO 64116

§ 1.1.11 The Architect’s representative:
(List name, address, and other contact information.)

SFS Architecture
2100 Central St., Suite 31
Kansas City, MO 64108

ATT: Janet Getz
(816) 541-2645
JGetz@sfsarch.com

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:

(List name, address, and other contact information.)

Luke Deets
McCown Gordon Construction, LLC
850 Main Street
Kansas City, MO 64105
Telephone: (816) 877-0611
Email: LDeets@McCownGordon.com

(Paragraphs deleted)

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager’s services, and the Construction Manager’s compensation. The Owner shall adjust the Owner’s budget for the Guaranteed Maximum Price and the Owner’s anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner’s nor the Construction Manager’s representative shall be changed without ten days’ prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner’s acceptance of the Construction Manager’s Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager’s skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner’s interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, which document is incorporated herein by reference. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

ARTICLE 3 CONSTRUCTION MANAGER’S RESPONSIBILITIES

The Construction Manager’s Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager’s Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both

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phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 Deleted.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the

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Owner, Construction Manager, and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development, and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

(Paragraph deleted)

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities including, but not necessarily limited to, the City of Independence Procurement Policy.

(Paragraphs deleted)

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents. Such

further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discovers any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use, and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201-2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase date of commencement shall commence upon the later of: (a) the Owner's execution of the Guaranteed Maximum Price Amendment; or the date established in the Owner's Notice to Proceed; or (c) the Construction Manager's receipt of all applicable permits and completed working drawings and specifications.. The Contract Time shall be measured from the Construction Phase date of commencement.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

ARTICLE 4 OWNER'S RESPONSIBILITIES**§ 4.1 Information and Services Required of the Owner**

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provides reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations, and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements, and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries, and

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contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

(Paragraph deleted)

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 Legal Requirements. The Owner shall furnish all legal, insurance, and accounting services, including auditing services, which may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

A lump sum amount of Seven Thousand One Hundred Twenty Dollars (\$7,120.00)

(Paragraphs deleted)

§ 5.1.2 Compensation for Preconstruction Phase services shall be equitably adjusted if such services extend beyond March 1, 2025, or if the originally contemplated scope of services is significantly modified, or if the Owner's budget is significantly increased. The unit price for Preconstruction Phase services beyond the aforementioned date shall be billed as actual cost to Construction Manager. Costs for Preconstruction Phase services are based on the Construction Manager providing Construction Phase services. If the Construction Manager is terminated for convenience prior to the approval of the Guaranteed Maximum Price proposal, or the start of the Work, the Construction Manager shall be entitled to reimbursement for its actual costs incurred in providing Preconstruction Phase services.

(Paragraphs deleted)

(Table deleted)

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable no later than thirty (30) days upon presentation of the Construction Manager's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

(Paragraphs deleted)

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

Two and Ninety-Five One Hundredths Percent (2.95%) of the estimated Guaranteed Maximum Price.

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

For changes in the Work, the Construction Manager's Fee shall remain equal to Two and Ninety-Five One Hundredths Percent (2.95%) of the Cost of Work. There shall be no reduction in the Construction Manager's Fee for deductive changes.

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

None

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall be in accordance with the rates as set forth in Exhibit C.

§ 6.1.6 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

If the Construction Manager shall fail to substantially complete the Work by the Substantial Completion date as set forth in the Guaranteed Maximum Price Amendment, or within any extended time allowed by Change Order, the Construction Manager shall pay, or allow the Owner to withhold, the sum of Five Hundred Dollars (\$500) per day as liquidated damages for every calendar day beyond said agreed Substantial Completion date. The parties stipulate and agree that the above amount is a reasonable forecast of the Owner's anticipated actual damages which are presently impossible to ascertain, and that the same shall be payable as liquidated damages and not as a penalty

(Paragraphs deleted)

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by an Owner approved Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 6.3.2 Owner approved adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201-2017, General Conditions of the Contract for Construction.

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§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

(Paragraph deleted)

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops pursuant to the Construction Manager's Hourly Rates as set forth in Exhibit C.

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, or at the Construction Manager's principal office, pursuant to the Construction Manager's Hourly Rates as set forth in Exhibit C.

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the

(Paragraphs deleted)
site.

§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops, or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

(Paragraph deleted)

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

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§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, which are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance, deductibles, and bonds and deductibles incurred required by the Contract Documents that can be directly attributed to this Contract. Amounts for: (1) the Construction Manager's General Liability Insurance shall be billed at the rate of ninety-five one hundredth percent (0.95%) of the Contract Sum; (2) premiums for Builder's Risk Insurance, if required of the Construction Manager per the written approval of the Owner, shall be billed at the rate of one quarter percent (0.25%) of the Contract Sum; (3) premiums for Payment and Performance Bonds, if required of the Construction Manager, shall be billed at the rate of sixty one hundredths percent (0.60%) of the Contract Sum; and (4) the Contractor's subcontractor default insurance program shall be billed at a rate of one and one quarter percent (1.25%) of Subcontract Values to provide for reimbursement of any and all defaults of any and all enrolled Subcontractors or Suppliers.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, which are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201-2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

(Paragraph deleted)

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

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§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

§ 7.6.10 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

(Paragraph deleted)

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Construction Manager's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;

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- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8 Costs, other than costs included in Change Orders approved by the Owner, which would cause the Guaranteed Maximum Price to be exceeded; and
- .9 Costs for services incurred during the Preconstruction Phase.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall be accrued to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions, insurance requirements, and bond requirements of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

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ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the 1st day of a month, the Owner shall make payment of the amount certified to the Construction Manager no later than the 30th day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect and receive written approval from the Owner.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201-2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;

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- .3 That portion of Construction Change Directives that the Architect determines, in the Architect’s professional judgment, to be reasonably justified; and
- .4 The Construction Manager’s Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager’s Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner’s auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five Percent (5%)

§ 11.1.8.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

None.

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

N/A

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage, such as upon completion of the Owner’s audit and reconciliation, upon Substantial Completion.)

N/A

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 11.1.10 Except with the Owner’s prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment.

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the legal rate prevailing from time to time at the place where the Project is located.
(Paragraphs deleted)

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager’s Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Owner’s Representative will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager’s Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

The Owner’s Representative is:
Project Advocates, LLC
5821 W. 137th St.
Overland Park, KS 66223

ATT: Danny Jonas
(816) 536-8868
Danny@project-advocates.com

§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

- ☐ []
- ☒ [X] Litigation in a court of competent jurisdiction
- ☐ [] Other: *(Specify)*

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation exclusively in the Circuit Court of Jackson County, Missouri, at Independence or the Federal District Court for the Western District of Missouri, as appropriate. The Parties submit to the personal jurisdiction of and waives any personal jurisdiction or inconvenient forum objection to those courts.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days’ written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days’ written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager’s compensation under this Section exceeds the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceeds the compensation set forth in Section 5.1. The Owner shall not be liable for special, indirect, or consequential damages, including, but not limited lost profits, future earnings, or other operational costs.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

The Owner shall not be liable for special, indirect, or consequential damages, including, but not limited lost profits, future earnings, or other operational costs.

(Paragraphs deleted)

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

The Owner shall not be liable for special, indirect, or consequential damages, including, but not limited lost profits, future earnings, or other operational costs.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

(Paragraphs deleted)

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§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased, with approval of the Owner, as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds**§ 14.3.1 Preconstruction Phase**

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$1,000,000.00) for each occurrence and Two Million (\$2,000,000.00) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than Five Hundred Thousand (\$500,000.00) each accident, Five Hundred Thousand (\$500,000.00) each employee, and Five Hundred Thousand (\$500,000.00) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than One Million Dollars (\$1,000,000.00) per claim and Two Million Dollars (\$2,000,000.00) in the aggregate.

§ 14.3.1.6 Other Insurance

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Umbrella liability insurance to follow form over the Construction Manager's primary general liability, automobile liability and employer's liability insurance policies with limits of not less than Ten Million Dollars (\$10,000,000) inclusive per occurrence per project.

(Table deleted)

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§ 14.3.1.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager’s negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner’s insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 **Construction Phase**

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™–2019 Exhibit B, and elsewhere in the Contract Documents.

(Paragraphs deleted)

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

- .1 AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A133™–2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
- .3 AIA Document A133™–2019, Exhibit B, Insurance and Bonds
- .4 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .5 Exhibit C – Construction Manager’s Price Proposal dated November 11, 2024

ARTICLE 16 INDEMNITIES AND LIMITATIONS

§ 16.1 In no event shall the Owner be liable to Construction Manager for special, indirect, or consequential damages, except those caused by the Owner’s gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the Owner shall be limited to the amount of money to be paid by the Owner under this contract.

§ 16.1 Construction Manager shall defend, indemnify, and hold the Owner harmless from and against all claims, losses, actions, causes of action, demands, and liabilities arising out of personal injuries, including death, and damage or impairment to property or any rights which are caused by the Construction Manager arising out of or in any way connected with this contract. Construction Manager further agrees to defend, indemnify, and hold the Owner harmless from and against any claims, losses, and liabilities arising out of the award of this contract to Construction Manager.

§ 16.1 Construction Manager shall indemnify and hold the Owner harmless from all wages or overtime compensation due its employees and from any and all claims by Subcontractors in rendering work pursuant to this agreement, including payment of reasonable attorneys’ fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law, or any other federal or state law.

§ 16.1 All the provisions in the agreement are subject to the terms of Missouri Sovereign Immunity as set forth in section 537.610.2 and 537.610.5 of the Missouri Revised Statutes.

ARTICLE 17 CONSTRUCTION WORK COMPLETED BY THE CONSTRUCTION MANAGER

§ 17.1 If The Construction Manager completes any construction Work, the Construction Manager shall complete the following:

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User Notes:

§ 17.1.1 Performance and Labor and Material Payment Bond. If the Construction Manager performs the construction of the Work that is estimated to exceed \$50,000.00, the Construction Manager shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the Owner and on the forms approved by the Owner. Each bond shall be in the total amount of the Work conditioned upon the full and faithful performance of all major terms and conditions of this Work and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Contract and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the Owner shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the Owner to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the Owner. In such event no further payment to the Construction Manager shall be deemed to be due under this Contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the Owner. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds \$25,000.00 must be listed in United States Treasury Circular 570.

§ 17.1.2 Prevailing Wage. If construction Work completed by the Construction Manager is estimated to exceed \$75,000, not less than the prevailing hourly rate of wages for work of a similar character in this locality, as established and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri, shall be paid to all workers performing work under this contract. The penalties forfeited to the City for violations of the Prevailing Wage Act for each workman employed, for each calendar day, or portion thereof, such workman is paid less than their said stipulated rates for any work done under said Contract shall be one hundred dollars (\$100) per worker, per day.

§ 17.1.3 OSHA Requirements pursuant to Section 292.675 RSMo.

§ 17.1.3.1 Any contractor for any public body for purposes of construction of public works and any subcontractor (any person entering into a subcontract with a contractor for construction of public works which employs "on-site employees" for purposes of completion of the contract) to such contractor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the department which is at least as stringent as an approved OSHA program, unless such employees have previously completed the required program. All employees who have not previously completed the program are required to complete the program within sixty days of beginning work on such construction project.

§ 17.1.3.2 Any employee found on a work site subject to this section without documentation of the successful completion of the required course shall be afforded twenty days to produce such documentation before being subject to removal from the project.

§ 17.1.3.3 If the Construction Manager complied construction Work and any subcontractor under The Construction Manager shall require all on-site employees to complete the above referenced ten-hour training program or such employees must hold documentation of prior completion of the program. Said Construction Manager and subcontractor(s) shall comply with Section 292.675, RSMo., in all respects as required in relation to work done pursuant to this contract.

§ 17.1.3.4 The Construction Manager shall forfeit as a penalty to the public body on whose behalf the contract is made or awarded, two thousand five hundred dollars (\$2,500.00) plus one hundred dollars (\$100.00) for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. The penalty shall not begin to accrue until the time period referenced in subparagraphs (a) and (b) above have elapsed.

§ 17.1.3.5 The public body awarding the Contract shall withhold and retain therefrom all sums and amounts due and owing as a result of any violations of this section when making payments to the contractor under the contract. The Construction Manager may withhold from any subcontractor sufficient sums to cover any penalties the public body has withheld from the Construction Manager resulting from the subcontractor's failure to comply with the terms of this section. If the payment has been made to the subcontractor without withholding, the Construction Manager may recover the amount of the penalty resulting from the fault of the subcontractor in an action maintained in the circuit court in the county in which the public works project is located from the subcontractor.

§ 17.1.3.6 "On-site employees" are defined as laborers, workmen, drivers, equipment operators, and craftsmen employed by contractors and subcontractors to be directly engaged in construction at the site of the public works. "Directly engaged in construction" shall mean work performed in the actual erection of the structure or completion of the improvement constituting the public works. In addition, employees working at a nearby or adjacent facility used by the contractor or subcontractor for construction of the public works shall be deemed "on-site employees." Persons engaged solely in the transportation of materials, fuel, or equipment to the site of the public works shall not be deemed to be "directly engaged in construction."

ARTICLE 18 MISSOURI IMMIGRATION LAW AFFIDAVIT

§ 18.1 After January 1, 2009, Company takes note that Section 285.530.2 of the Missouri Revised Statutes requires a political subdivision as a condition of a contract or grant in excess of \$5,000 awarded after January 1, 2009, to require the business entity to affirm by sworn affidavit and provision of documentation the business entity has enrolled and participated in a federal work authorization program with respect to its employees who work in connection with the contracted services. To that end, the services provider will provide a signed affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contract. Company will provide a statement that the Company has such a program, documentation for the program, and that it will not employ unauthorized aliens in connection with the work.

(Table deleted)

ARTICLE 19 GOVERNING LAW

§ 19.1 This Contract shall be governed by the laws of the State of Missouri. The Owner and Construction Manager agree that the performance of this Contract will be deemed to have occurred in the State of Missouri and that Construction Manager's performance under this Contract will be deemed the transaction of business in Missouri. Jurisdiction and venue for any claim or cause of action arising under this Contract shall be exclusively in the Circuit Court of Jackson County, Missouri, at Independence or the Federal District Court for the Western District of Missouri, as appropriate. The Parties submit to the personal jurisdiction of and waives any personal jurisdiction or inconvenient forum objection to those courts.

ARTICLE 20 ANTI-DISCRIMINATION AGAINST ISRAEL ACT

§ 20.1 If this contract has a total potential value of \$100,000 or more and Construction Manager has 10 or more employees, the following applies: Pursuant to Section 34.600, RSMo, Construction Manager agrees to comply with Missouri law regarding the Anti-Discrimination Against Israel Act, and execution of this Contract constitutes Construction Manager's certification of compliance with the Anti-Discrimination Against Israel Act, including that it is not currently engaged in, and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in, or with, Israel companies authorized by, licensed by, or organized under, the laws of the State of Israel; or persons or entities doing business in the State of Israel.

This Agreement is entered into as of the day and year first written above.

The City of Independence

By: _____
OWNER (Signature)
By: _____
(Printed name and title)

McCown Gordon Construction, LLC

Signed by:
By: Luke Deets
CONSTRUCTION MANAGER (Signature)
By: Luke Deets Vice President, Business Un
(Printed name and title)

DS DS DS
[Signature] [Signature] [Signature]

 AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)

City Center Renovations
20201 E. Jackson Drive
Independence, MO 64057

THE OWNER:
(Name, legal status and address)

The City of Independence
Procurement Division
111 E. Maple, PO Box 1019
Independence, MO 64051-0519
hereinafter referred to as "Owner"

The Owner’s Representative is:
Project Advocates, LLC
5821 W. 137th St.
Overland Park, KS 66223
Hereinafter referred to as "OR"

THE ARCHITECT:
(Name, legal status and address)

SFS Architecture
2100 Central St., Suite 31
Kansas City, MO 64108

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10	PROTECTION OF PERSONS AND PROPERTY

ADDITIONS AND DELETIONS:
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12	UNCOVERING AND CORRECTION OF WORK
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ARTICLE 1 GENERAL PROVISIONS**§ 1.1 Basic Definitions****§ 1.1.1 The Contract Documents**

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. The Contract Documents include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a written Modification with both Parties signing said Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors of their respective Instruments of Service, including the Drawings and Specifications. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.5.3 Except as otherwise provided herein, Instruments of Service, including documents, Drawings, and Specifications prepared by Architect as part of the services shall become the property of Owner, provided the Architect has the unrestricted right to their use. Notwithstanding the foregoing, the Owner accepts that any re-use of the documents or intellectual property shall be at the Owner's sole risk and liability.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

(Paragraphs deleted)

ARTICLE 2 OWNER**§ 2.1 General**

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

(Paragraph deleted)

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

§ 2.4.1 Termination for Breach. If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.4.2 Termination for Convenience. The Owner shall have the right at any time by written notice to Contractor to terminate and cancel the Contract, without cause, for the convenience of the Owner, and Contractor shall immediately stop work. In such event Owner shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the cancelled portions of this Contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Further, all finished or unfinished deconstruction, reconstruction, new construction, repairs, materials, drawings, plans, specifications, and other documents as required of the Contractor under the Contract shall, at the option of the Owner, become its property. If this Contract is terminated, Contractor shall assist Owner in the orderly termination of services, including timely transfer of services to another designated contractor. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Initial Decision Maker and the Initial Decision Maker may, pursuant to Section 9.5.1 and to the extent permitted by 34.057, RSMo., withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies or performing such work, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Initial Decision Maker, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor and all persons used by the Contractor to provide services under the Contract Documents shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Owner or Architect in the administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

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§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect and Owner any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect or Owner may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect or Owner may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, to the extent permitted by law, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.3.4 Nothing in these General Conditions shall be construed to relieve a Subcontractor or supplier of its responsibility for, and control over, the safety over its employees and sub-subcontractors.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other

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facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.4.4 The Contractor is responsible for the management of the Project to avoid strikes, work stoppages, labor disputes or any disturbances by workers employed by the Contractor or its Subcontractors on or in connection with the Work or the Project or the location thereof that will delay completion of the Project.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect or Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, renovation/remodel use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those

indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.7.6 Coordination of Utilities. The Contractor shall be responsible for the coordination of public and private utilities for the Project, including electricity, water, sewer, storm water, natural gas, telephone, internet, and cable television. The Contractor will initiate contact with the representatives of the utilities when the Work has begun and will maintain liaison with them to ensure that all preparatory on-site and off-site work required by the Contractor and/or the utilities and the associated inspections and permitting are coordinated so as to avoid negatively impacting the Construction Schedule. The Owner shall be responsible for payment of all utility installation fees. The Owner will advise the Contractor of the low voltage providers, and the Contractor will provide the necessary coordination to ensure the orderly preparations for and installation of the low-voltage services. All public and private utility fees required for the installation of utilities shall be paid for by the Owner.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order and approved by the Owner. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent and Project Manager

§ 3.9.1 The Contractor shall employ a competent Superintendent and Project Manager and necessary assistants who shall be in attendance at the Project site during performance of the Work. The Superintendent shall represent the Contractor, and communications given to the Superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, within fourteen (14) days after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed Superintendent and Project Manager. Within seven (7) days of receipt of the information, the Architect or Owner may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed Superintendent or (2) requires additional time for review. Failure of the Architect or Owner to provide notice within the 7-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not assign to the Project a proposed Superintendent or Project Manager to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the Superintendent or Project Manager without the Owner's written consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, prior to first pay application submission, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the

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Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at monthly intervals, or more frequently as required by the conditions of the Work and Project. The Contractor acknowledges that the Project Schedule accounts for normal weather delays as defined by the National Oceanic and Atmospheric Administration (NOAA) for the local Project area in the last ten (10) years in order to achieve the scheduled date of Substantial Completion.

§ 3.10.1.1 The Project Schedule shall be a valid CPM schedule generated by a commercially available CPM scheduling software application for the duration of the Project. The Project Schedule shall begin with the Notice to Proceed, and end with the Final Completion Date. The Project Schedule shall include and display, as a minimum, dates for submissions and processing of submittals, procurement, all work activities, commissioning, Owner activities and closeout activities. It shall be organized by Phase, Area, or other logical sequence. Activities shall be logically connected, and the Project Schedule shall include the total float for each activity and a clearly identifiable chain of critical-path (zero-float) activities. The Project Schedule shall account for holidays and other non-workdays and shall conform to industry standards for CPM scheduling. Artificial constraints and fixed milestone dates shall not be used, except for dates which are stipulated in the Agreement.

§ 3.10.1.2 The initial (Baseline) Project Schedule shall be submitted for approval within fifteen (15) days of receipt of Notice to Proceed and shall include all early and late completion dates by activities, and activity durations. Valid monthly updates utilizing industry-standard updating procedures shall be submitted a minimum of two (2) working days before each Application for Payment. Updates shall accurately reflect the progress of the Work, any Change Order Work for which additional contract days were allowed, and any suspensions of Work directed by the Owner. Updates shall show early and late start and completion dates, actual start and completion dates of all completed activities, percentage of completion, and remaining working days for each activity in progress. The Contractor shall provide Project Schedule updates to the Owner in the original software format and PDF format.

§ 3.10.1.3 The Contractor shall promptly make any corrections to the Project Schedule reported by the Owner and shall resubmit a corrected Project Schedule within five (5) days, if so directed by the Owner. Weather days beyond those anticipated shall be tracked separately, and not identified as activities in the Project Schedule. Time extensions resulting from unresolved claims or voluntary suspensions by the Contractor shall not be included in the Project Schedule. Project Schedules shall not contain negative float.

§ 3.10.1.4 The Contractor shall provide an as-built Project Schedule at Final Completion of the Work.

§ 3.10.1.5 The Contractor shall prepare recovery schedules as requested by Architect or Owner.

§ 3.10.2 The Contractor, prior to first pay application submission, shall submit a submittal schedule for the Architect's or Owner's approval. The Architect's or Owner's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

(Paragraph deleted)

§ 3.10.3 The Contractor shall perform the Work and in all other respects, conform with the most recent Project Schedule submitted to the Owner and Architect. Contractor and Owner agree that resubmitted schedules are submitted to Owner for information purposes, and not approved unless such resubmitted schedule shall change the Contract time. Notwithstanding the foregoing, approval by either or both of the Architect and Owner is not intended nor shall same be construed, inferred, or result in either or both of the Owner or Architect being responsible or liable for means, methods, techniques, or any other respect of the obligations, responsibilities, or liabilities of the Contractor hereunder.

§ 3.10.4 Each update to the Project Schedule shall (i) provide a graphic representation of all activities and events that will occur during performance of the Work (ii) identity each major task of construction and the anticipated start and

anticipated completion date, and (iii) set forth dates that are critical in ensuring the timely and orderly completion of the Work. If requested by the Owner or Architect, the Contractor will update the Project Schedule.

§ 3.10.5 The Contractor shall provide a short interval schedule that includes, at a minimum, two (2) weeks in the past and three (3) weeks ahead of the current date. Short Interval schedule to be provided prior to all Owner, Architect and Contractor meetings.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, electronically and at the Project site, the Contract Documents, including approved Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) an approved Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall indemnify and hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect and Owner.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Owner, Owner's Representative, and their agents and employees of any of them from and against claims, third-party claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent or wrongful acts or omissions or a breach of this Contract by the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In no event shall the Owner be liable to the Contractor for special, indirect, or consequential damages. The maximum liability of the Owner shall be limited to the amount of money to be paid or received by the Owner under this Contract.

§ 3.18.3 The Contractor shall defend, indemnify, and hold the Owner and its elected or appointed officials, officers, employees, and agents harmless from and against all actual claims and alleged claims and all damages, including but not limited to losses, liabilities, costs, expenses and reasonable attorney fees arising out of personal injuries, including illness or death, and damage to, or destruction of, property, which are caused by the Contractor or the Contractor's agents, employees, sub-contractors or by others for whom Contractor is liable arising out of or in any way connected with or resulting from, performance of, or failure to perform, this contract, regardless of whether or not caused in part by any act or omission of Owner, its elected or appointed officials, officers, employees or agents. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in the Contract in its contract price.

§ 3.18.4 The Contractor shall indemnify and hold the Owner harmless from all wages or overtime compensation due its employees in rendering services pursuant to this contract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law, or any other federal or state law.

§ 3.18.5 The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation, or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against Owner, its elected or appointed officials, officers, agents and employees, for which indemnification is sought.

§ 3.18.6 The indemnification obligations herein shall not negate, abridge, or reduce in any way any additional indemnification rights of the Owner, its elected or appointed officials, officers, agents and employees, which are otherwise available under statute, or in law or equity.

§ 3.18.7 All the provisions in the Contract Documents are subject to the terms of Missouri Sovereign Immunity as set forth in section 537.610.2 and 537.610.5 of the Missouri Revised Statutes. Further, the Contract is not intended to act as a waiver or limitation of Owner, or any of its officer's, agent's or employee's rights and/or defenses regarding sovereign or any other immunity or defense under Federal Law, Missouri Law or Municipal Regulation.

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§ 3.18.8 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

§ 3.18.9 Provided that required progress payments are made in a timely manner, the Contractor agrees to keep the Owner's property free and clear of liens, lien claims or stop-work notices relating to the Work under this Agreement. The Contractor agrees to indemnify, defend, and hold the Owner harmless from all liens, lien claims, and stop-work notices recorded, asserted or filed on the Work or on any property on which the Work is performed, on account of any labor performed or materials furnished by the Contractor or its Subcontractors or suppliers in connection with the Work. The Contractor's obligation hereunder includes paying for any attorney's fees and court and other costs incurred by the Owner in connection with such liens and lien claims.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect shall administer the performance of the Work. The Architect will advise the Owner and Contractor with regard to matters set forth in the Drawings and Specifications. In addition to any specific responsibilities assigned elsewhere in the Contract Documents, the Architect shall decide any and all questions which may arise as to the rate of progress of the Work. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified by written instrument in accordance with Section 4.1.2.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due to the Contractor and will issue Certificates for Payment in such amounts. All payments to the Contractor shall be subject to approval by the Owner.

§ 4.2.6 The Architect or Owner have authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect or Owner will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect or Owner nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or Owner to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect or Owner will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect or Initial Decision Maker will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect Initial Decision Maker will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's recommendations on matters relating to aesthetic effect as approved by the Owner will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS**§ 5.1 Definitions**

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued and approved by the Owner before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts in writing by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect and Owner of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect and Owner of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect or Owner will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, workers' compensation insurance, and other employee costs approved by the Architect;

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- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and Owner and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect and Owner that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

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§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) force majeure; or (6) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect or Owner may determine. Time extensions shall only be granted for delays to the extent that they impact Critical Path activities, as demonstrated on the most recent approved Construction Schedule.

§ 8.3.1.1 Elements constituting force majeure are: civil disorder, inability to procure materials for reasons beyond the control of the Contractor and other than by reason of failure to make payment, failure of one or more utilities, restrictive governmental law or regulations by imposition of enforcement, government action, riot, insurrection, war, fuel shortage, act of God, undue or unusual delay in acting or failure to act any agency or any employee thereof, or any other governmental entity whose action may be required for any purpose, or similar events or conditions beyond the reasonable control of the Owner.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION**§ 9.1 Contract Sum**

§ 9.1.1 The Contract Sum is stated in the Contract Documents and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

The Contractor shall submit to the Architect and the Owner for their approval, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect or Owner may require. This schedule, unless objected to by the Architect or the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 9.2.1 The Schedule of Values shall be the budgets for the direct cost of each work item. The Original Schedule of Values shall remain unchanged during the Project. The original Schedule of Values shall be a breakdown of all direct costs of construction, net of contractor general conditions, overhead, and profit. The SOV shall include a single line each for General Conditions, Allowances, Contractor Contingency, Overhead, and Profit.

§ 9.2.3 Adjustments to the Schedule of Values may be made only for Change Orders and adjustments to budgeted items requested by the Contractor and Approved by the Owner. Contractor shall maintain a ledger listing each change to each line item and present a current SOV with each pay request. The sum total of the Original SOV column shall be

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equal to the original contract sum, and the sum total of the Adjusted SOV column shall be equal to the original contract sum plus all fully-executed change orders.

§ 9.2.4 If the contract includes a Contractor Contingency, it may be available to the Contractor to cover any buyout shortages in Cost of Work items. It may not be used to supplement General Conditions, Allowances, or Contractor fees, unless mutually agreed by Contractor and Owner. Unused portions of Cost of Work items shall revert to the Contractor Contingency and may, with the Owner's approval, be used to cover over-runs in other line items.

§ 9.2.5 Owner shall have the right to decline approval for change to the SOV for work items for which costs were included due to Contractor or Subcontractor error or gross negligence.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect and Owner an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.1.3 Each Application for Payment shall be accompanied by the following, all in form and substance satisfactory to the Owner, Architect, and Escrow Agent and otherwise in accordance with state law:

1. A current Contractor's lien waiver in the specified form.
2. If requested, A Contractor's Sworn Statement conforming to applicable statutes, duly executed, and acknowledged, showing all Subcontractors and material suppliers with whom the Contractor has entered into subcontractor agreements or purchase orders, the amount of each such subcontract or purchase order, the amount requested for any Subcontractor or material supplier in the requested progress payment and the amount to become due from such progress payment, together with similar sworn statements from all such Subcontractor and supplier, and AIA G703 breakdowns for all Subcontractors and material suppliers.
3. Duly executed waivers of mechanics and materialmen's liens from all Subcontractors of any tier and from suppliers and materialmen.
4. Stored materials documentation for all items showing balances in the Stored Materials column of the Pay Application, including the physical address of the storage facility, a current manifest, current photographs, insurance coverage in acceptable form, and a signed affidavit from the custodian of the materials.
5. All documents required to comply with the requirements of the Contract Documents and/or reasonably requested by the Escrow Agent, Owner, or Architect.
6. A current Schedule of Values and Project Schedule.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall be

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free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

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§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner, other indemnities, the Project, and property from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect and Owner a

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comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor

knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4

(Paragraphs deleted)

Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

(Paragraph deleted)

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law and not waiving sovereign immunity, the Owner shall defend, indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents.

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§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, and Owner's Representative shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) to the extent allowed by law, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss.

(Paragraphs deleted)

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's or Owner's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect or Owner, be uncovered for examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and

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replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, to the extent permitted by law, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made. Owner's acceptance of nonconforming Work shall be accepted in writing.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

Jurisdiction. This Contract and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this Contract be litigated, venue shall be proper only in the Circuit Court of Jackson County, Missouri at Independence or the Federal District Court for the Western District of Missouri, as appropriate. The Contractor submits to the personal jurisdiction of and waives any personal jurisdiction or inconvenient forum objection to those courts.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

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§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may, as mutually agreed with the Owner, suspend the Work or terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

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- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may, as mutually agreed with the Owner, suspend the Work or terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, as mutually agreed with the Owner, suspend the Work or terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead, and costs incurred by reason of such termination. The Contractor shall not be entitled to any consequential, indirect, or incidental damages.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.1.5 Notwithstanding anything to the contrary in this Contract or in this Section 14.1, the Contractor may not terminate the Contract or suspend Work because of the Owner's failure to make payment, if a reasonable dispute exists regarding the payment amount due and owing to the Contractor and the Owner has paid all undisputed amounts to the Contractor.

§ 14.1.6 In the event of termination by the Contractor, all finished or unfinished deconstruction, reconstruction, new construction, repairs, materials, drawings, plans, specifications, and other documents as required of the Contractor under this Contract shall at the option of the Owner become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such project; provided, that the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any such breach of this Contract by the Contractor. If this Contract is terminated, Contractor shall assist Owner in the orderly termination of services, including timely transfer of services to another designated contractor. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and

- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.2.5 In the event of termination by the Owner for cause, all finished or unfinished deconstruction, reconstruction, new construction, repairs, materials, drawings, plans, specifications, and other documents as required of the Contractor under this Contract shall at the option of the Owner become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such project; provided, that the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any such breach of this Contract by the Contractor. If this Contract is terminated, Contractor shall assist Owner in the orderly termination of services, including timely transfer of services to another designated contractor. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay, or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall not include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In the event of termination by the Owner for convenience, all finished or unfinished deconstruction, reconstruction, new construction, repairs, materials, drawings, plans, specifications, and other documents as required of the Contractor under this Contract shall at the option of the Owner become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such project; provided, that the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any such breach of this Contract by the Contractor. If this Contract is terminated, Contractor shall assist Owner in the orderly termination of services, including timely transfer of services to another designated contractor. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

ARTICLE 15 CLAIMS AND DISPUTES**§ 15.1 Claims****§ 15.1.1 Definition**

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 10 days after occurrence of the event giving rise to such Claim or within 10 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Owner's Representative will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both.

(Paragraphs deleted)

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, and 15.1.7, shall be subject to mediation. § 15.3.2 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

Init.



AIA® Document A133® – 2019 Exhibit B

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Construction Manager, dated the 6th day of February in the year 2025
(In words, indicate day, month and year.)

for the following **PROJECT**:
(Name and location or address)

Independence Municipal Commons
20201 E. Jackson Drive
Independence, MO 64057

THE OWNER:
(Name, legal status, and address)

The City of Independence
Procurement Division
111 E. Maple, PO Box 1019
Independence, MO 64051-0519

The Owner's Representative is:
Project Advocates, LLC
5821 W. 137th St.
Overland Park, KS 66223

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

McCownGordon Construction, LLC
850 Main Street
Kansas City, MO 64105

TABLE OF ARTICLES

- B.1 GENERAL**
- B.2 OWNER'S INSURANCE**
- B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS**
- B.4 SPECIAL TERMS AND CONDITIONS**

ARTICLE B.1 GENERAL

The Owner and Construction Manager shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Document A201™–2017, General Conditions of the Contract for Construction. Article 11 of A201™–2017 contains additional insurance provisions.

ARTICLE B.2 OWNER'S INSURANCE

§ B.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article B.2 and, upon the Construction Manager's request, provide a copy of the property insurance policy or policies required by Section B.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ B.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

§ B.2.3 Required Property Insurance

§ B.2.3.1 Unless this obligation is placed on the Construction Manager pursuant to Section B.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section B.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Construction Manager, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ B.2.3.1.1 Causes of Loss. The insurance required by this Section B.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials.

(Paragraphs deleted)

§ B.2.3.1.2 Specific Required Coverages. The insurance required by this Section B.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Construction Manager's services and expenses required as a result of such insured loss, including claim preparation expenses.

(Paragraphs deleted)

§ B.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section B.2.3.1 or, if necessary, replace the insurance policy required under Section B.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ B.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section B.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ B.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section B.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Construction Manager shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ B.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section B.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ B.2.4 Optional Extended Property Insurance.

The Owner shall purchase and maintain the insurance selected and described below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

- ☐ **§ B.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.
- ☐ **§ B.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.
- ☐ **§ B.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.
- ☐ **§ B.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.
- ☐ **§ B.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.
- ☐ **§ B.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.
- ☐ **§ B.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

§ B.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

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User Notes:

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[] **§ B.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. *(Indicate applicable limits of coverage or other conditions in the fill point below.)*

[] **§ B.2.5.2 Other Insurance**
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage Limits

ARTICLE B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS

§ B.3.1 General

§ B.3.1.1 Certificates of Insurance. The Construction Manager shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article B.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section B.3.2.1 and Section B.3.3.1. The certificates will show the Owner as an additional insured on the Construction Manager's Commercial General Liability and excess or umbrella liability policy or policies.

§ B.3.1.2 Deductibles and Self-Insured Retentions. The Construction Manager shall disclose to the Owner any deductible or self- insured retentions applicable to any insurance required to be provided by the Construction Manager.

§ B.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Construction Manager's negligent acts or omissions during the Construction Manager's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ B.3.2 Construction Manager's Required Insurance Coverage

§ B.3.2.1 The Construction Manager shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General
(Paragraphs deleted)
Conditions.

§ B.3.2.2 Commercial General Liability

§ B.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One Million Dollars (\$ 1,000,000) each occurrence, Two Million Dollars (\$ 2,000,000) general aggregate, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;

- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Construction Manager's indemnity obligations under Section 3.18 of the General Conditions.

§ B.3.2.2.2 The Construction Manager's Commercial General Liability policy under this Section B.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Construction Manager's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ B.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager, with policy limits of not less than One Million Dollars (\$ 1,000,000) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ B.3.2.4 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section B.3.2.2 and B.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ B.3.2.5 Workers' Compensation at statutory limits.

§ B.3.2.6 Employers' Liability with policy limits not less than Five Hundred Thousand (\$ 500,000) each accident, Five Hundred Thousand (\$ 500,000) each employee, and Five Hundred Thousand (\$ 500,000) policy limit.

§ B.3.2.7 Umbrella Liability insurance for the Project written on an occurrence form with policy limits of not less than Ten Million Dollars (\$ 10,000,000) each occurrence per project.

§ B.3.2.8 If the Construction Manager is required to furnish professional services as part of the Work, the Construction Manager shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than One Million Dollars (\$ 1,000,000) per claim and Two Million Dollars (\$ 2,000,000) in the aggregate.

§ B.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Construction Manager shall procure Pollution Liability insurance, with policy limits of not less than One Million Dollars (\$ 1,000,000) per claim and Two Million Dollars (\$ 2,000,000) in the aggregate.

(Paragraphs deleted)

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§ B.3.3 Construction Manager's Other Insurance Coverage

§ B.3.3.1 Insurance selected and described in this Section B.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions.
(Paragraphs deleted)

§ B.3.3.2 The Construction Manager shall purchase and maintain the following types and limits of insurance in accordance with Section B.3.3.1.
(Select the types of insurance the Construction Manager is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

- ☒ § B.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section B.2.3, which, if selected in this Section B.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section B.2.3.1.3 and Section B.2.3.3. The Construction Manager shall comply with all obligations of the Owner under Section B.2.3 except to the extent provided below. The Construction Manager shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Construction Manager shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:
(Where the Construction Manager's obligation to provide property insurance differs from the Owner's obligations as described under Section B.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)
- ☐ § B.3.3.2.2 Railroad Protective Liability Insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for Work within fifty (50) feet of railroad property.
- ☐ § B.3.3.2.3 Asbestos Abatement Liability Insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.
- ☐ § B.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.
- ☐ § B.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Construction Manager and used on the Project, including scaffolding and other equipment.
- ☐ § B.3.3.2.6 Other Insurance
(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage	Limits
----------	--------

§ B.3.4 Performance Bond and Payment Bond

The Construction Manager shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, in the full amount of the Contract Sum.
(Specify type and penal sum of bonds.)

(Table deleted)

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE B.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:



Exhibit C

PRICE PROPOSAL // PROPOSED COSTS

We are confident in our proposed budget due to unique insight on the project already, rigorous estimating process and extensive experience in similar projects. **Our transparent subcontractor and supplier procurement process involves a competitive bidding process and careful evaluation of qualifications, ensuring the best value for the project.** For a more detailed look at our approach to delivering maximum value, please refer to page 19. This includes our strategies for cost estimating, budget management, and subcontractor and supplier procurement process.

McCownGordon is pleased to offer our Price Proposal for Construction Management Services for the City of Independence, MO – City Center Renovations project. We have based our proposed project costs on the following documents and assumptions:

- ▼ Request for Qualifications/Proposals #24056 – City of Independence, MO – City Center Renovations
- ▼ Hard Construction Cost Budget: \$9,314,489

PRICE PROPOSAL BREAKDOWN

General Requirements Total Estimate: \$107,732

General requirements are an estimate and will be finalized upon GMP development and bidding with trade partners in a transparent manner.

Reimbursable Staff Total Estimate: \$346,477

Reimbursable Staff Weekly Total Estimate: \$11,177

Sub-contracting Bond or Sub Guard Program Subsequent Cost or % to be Included in the Future GMP: 1.25%

Our SDI coverage rate is a competitive 1.25% of the total subcontracted value (not the GMP/contract value). This cost-effective solution, included as a line item in our GMP, offers significant advantages over traditional subcontractor bonds. Should a trade default occur, SDI enables us to take immediate action to mitigate risks and complete the work efficiently.

By choosing SDI, the City can realize significant savings compared to traditional bonding by reducing administrative overhead and avoiding potential delays associated with bond claims. SDI costs will be billed as a percentage of the total executed subcontractor volume.

Overhead & Profit Fee % Based on the Hard Construction Costs: 2.95%

General Liability Insurance Rate as a % of Hard Construction Costs: 0.95%

Payment & Performance Bond Rate as a % of the Hard Construction Costs: 0.60%

Please refer to page 18 for our bonding letter provided by our surety company.

Proposed Contractor Contingency % to be Included in the Future GMP: McCownGordon would recommend a **3-4%** construction contingency based on a transparent conversation related to risk.

Self-Perform Work – Labor/Insurance/Taxes as % of the Estimated Self-Performed Labor Cost: McCownGordon hourly labor rates for self-perform work include all required labor costs, insurance, and taxes.

Proposed Change Order Fee for Construction Manager, Subcontractors, or Self-Performed Work: 2.95%

We welcome the opportunity to further discuss any questions regarding our proposal to be certain your team has the information needed to make the best decision when selecting your Construction Manager.



ATTACHMENT 3

GENERAL REQUIREMENTS - EXPENSE SCHEDULE

SITE OFFICE	DURATION	MEASUREMENT	\$ COST
Rental (using existing facilities)			
Transport (On and Off Site)			
Cleaning			
Furniture			
Equipment (Copier, Scanner, Other)	7 months	250	1,750
Computers (Desktop, Laptop, Tablet)			
Supplies	7 months	175	1,225
Reproduction Costs			
Postage and Deliveries	7 months	150	1,050
Textura Platform Fees			
Project Management platform fees			
TEMPORARY UTILITIES			
Electric (by owner)			
Water (by owner)			
Gas (by owner)			
SITE MANAGEMENT EXPENSES			
Chemical Toilets	7 months	600	4,200
Waste Dumpster Fees			
Recycling Dumpster Fees			
First Aid Box and Supplies	7 months	250	1,750
Protection (hats & goggles)	7 months	150	1,050
General Clean-Up (Routine and Final)	7 months	9,034	63,238
General Cleaning Equipment and Supplies			
Personal Protection Equipment, General Safety	7 months	680	4,760
PROTECTION AND SIGNAGE			
Site Security Fencing and Gates	7 months	643	4,501
Dust Protection			
Site Safety and Instructional Signs	1 month	Lump Sum	1,846
Project Identification	1 month	Lump Sum	1,107

Notice Boards			
Fire Extinguishers	7 months	45	315
Safety Consumables			
Security Guards			
SITE MAINTENANCE EQUIPMENT			
Job Truck(s)	7 months	500	3,500
Road Sweepers			
Minor Equipment / Small Tools	7 months	1,920	13,440
Operation Labor			
Fuel	7 months	250	1,750
Maintenance			
FEES			
1. All City fees applicable to the Project, including but not limited to, building permit fees will be paid by the Owner.			
2. Construction Manager will pay all utility service fees for the Project.			
3. All other fees shall be paid by the Construction Manager and included in the General Requirements.			
OTHER (as recommended by Construction Manager)			
High Speed Internet	7 months	321	2,250
TOTAL			\$ 107,732



ATTACHMENT 4
REIMBURSABLE STAFF ESTIMATE

Staffing Categories (indicate on or off-site)	Number of Weeks	Hourly Rate	Avg Hours per week	\$ Total
Principal / Executive -in-Charge	31	161	2	9,982
Project Manager	31	128	20	79,360
Assistant Project Manager(s)				
Project Engineer(s)	31	75	40	93,000
Assistant Project Engineer(s)	31	67	10	20,770
Project Superintendent	31	97	40	120,280
Assistant Project Superintendent(s)				
General Superintendent				
Field Engineer(s)				
Estimator	4	89	20	7,120
Scheduler				
Quality Control Manager	31	108	2	6,696
MEP Specialist	31	117	1	3,627
Safety Officer	31	91	2	5,642
Other				
Staffing Cost - Total				\$ 346,477
Staffing Cost – Weekly (Total Cost Divided by Duration Weeks)				\$ 11,177

Independence Municipal Commons Budget				
	Category	QTY	Cost	Notes
			Total Budget (\$)	Updated: March 6, 2025
Acquisition Costs				
1	Cost of Acquisition		\$9,239,168	
a	Purchase Price & Acquisition Soft Costs		\$9,239,168	
Owner-lead Construction				
1	Cost of Work		\$1,860,675	
a	Roof Replacement		\$805,843	
b	Fiber Project		\$475,473	
c	IT/AV Work & Equipment		\$579,359	
Future Construction Costs				
1	Cost of Work		\$7,490,079	McCG Budget Update with all cost options 3/6/25
a	IMC Building Construction Costs		\$7,248,515	Includes contractor indirects & Fees (Sub default, PreCon, GL Ins., BR, P&P)
b	Construction Contingency	3%	\$241,564	
Soft Costs				
1	Design, Services, Permitting & Management		\$1,276,623	
a	Project Management		\$177,105	
b	Project Design Services		\$1,066,518	
c	Geotech		\$5,000	
d	Special Inspections/Survey		\$16,000	
e	Environmental		\$4,000	
f	Commissioning		\$8,000	
g	Tap Fees or Utility Fees		\$0	
h	Permits		\$0	
2	Furniture, Fixtures, and Equipment		\$1,662,493	
a	Furniture		\$875,000	
b	Demountable Partition		\$487,493	
c	Move/Store Existing Furniture Allowance		\$300,000	
3	Soft Costs Subtotal		\$2,939,116	
Subtotals				
1	Future Construction Costs + Soft Costs		\$10,429,195	
	Project Contingency	6.0%	\$625,752	
Reimbursements				
1	Total Reimbursements/Additional Funds		-\$655,000	
a	Events Center CID Contribution		\$230,000	
b	IPL Contribution for customer billing area		\$425,000	
TOTAL				
1	Project Total		\$21,500,000	

Independence Municipal Commons

Bid Package Scope		Bidder	Bid value	# of Bids
	General Conditions		\$ 346,477	
1	Final Clean	A Clean Slate	\$ 47,308	3
2	Demolition	AT Abatement	\$ 239,575	1
3	Concrete	Leavon II / M&H	\$ 162,038	5
4	Masonry / Cast Stone	Enterprise	\$ 121,332	1
5	Steel	Skyline Structural Steel	\$ 283,036	7
6	General Trades	IBC	\$ 629,199	2
7	TPO Roofing	Cornell Roofing	\$ 198,305	4
8	Joint Sealants/Waterproofing	DH Restoration	\$ 58,860	1
9	Entrances and Storefronts	W Carter	\$ 683,773	1
10	Drywall and Ceilings	Whitley	\$ 1,141,385	5
11	Tiling	Regents	\$ 186,370	6
12	Carpet and Resilient Flooring	Regents	\$ 90,555	3
13	Epoxy Flooring	INSCO	\$ 56,482	3
14	Paint & Wallcovering	INSCO	\$ 100,793	6
15	Signage	KC Custom Signs	\$ 104,701	5
16	Window Coverings	EFX	\$ 127,697	4
17	Fire Sprinkler	Conley	\$ 110,090	5
18	Plumbing	Kruse	\$ 177,364	6
19	HVAC	Stanger	\$ 472,343	7
20	Electrical	Westhues	\$ 2,216,100	4
21	Unit Pavers	MSE	\$ 27,946	3
22	Site Improvements	Collins & Hermann	\$ 83,560	1
23	Landscaping	Rosehill	\$ 38,462	5
24	Site Utilities	She Digs It	\$ 22,820	5
25	General Requirements	General Requirements	\$ 158,199	
26	Allowance	Relamping light fixtures	\$ 40,000	
27	Allowance	Replacing floor drain housings for fl	\$ 28,000	
Subtotal Cost of the Work		\$	7,952,770	93
Sub Default Protection		\$	92,251	1.25%
Pre-Construction		\$	7,120	LS
Building Permit		\$	-	LS
Construction Contingency		\$	241,564	3.00%
General Liability Insurance		\$	78,790	0.95%
Builders Risk		\$	20,931	0.25%
P & P Bond		\$	53,010	0.60%
FEE		\$	249,170	2.95%
Total Construction Cost Bid Results		\$	8,695,607	
Accepted Cost Reduction on 3/6/2025		\$	(1,205,527)	
TOTAL CONSTRUCTION COSTS		\$	7,490,080	

No.	Description	Cost	Accepted	Notes / Action Items
			X	
COST OPTIONS Alternates to base bid documents				
ALT 1	Reduce size of the North Canopy	Add	see note	Target - cut original in half approximately \$187,500
ALT 2	Reduce size of the South Canopy	Add	see note	Target - cut original in half approximately \$275,000
ALT 1/2A	Brick ILO cast stone at canopy bases	Deduct	(98,000) X	\$98,000 savings - can't be taken with ALT1 and ALT2
ALT 1/2B	Provide alternative material at exterior canopy soffits	Deduct	(161,000) X	\$161,000 savings - can't be taken with ALT1 and ALT2
ALT 3	Delete the floor opening for 2-story lobby space	Deduct	(281,000) X	
ALT 4	Delete benches at entries	Deduct	(42,000) X	
ALT 5	Provide alternative glass film material at the offices	Deduct	(131,000) X	Getting product info for SFS approval
ALT 6	Remove NETA certification requirement for the generator testing	Deduct	(11,000) X	
ALT 7	Delete the generator enclosure fencing	Deduct	(92,000) X	
ALT 8	Delete new wall tile in restrooms, leaving existing tile	Deduct	(88,486) X	
ALT 9	Delete epoxy flooring in restrooms, leaving floors as tile	Deduct	(86,603)	
ALT 10	Modify building signage (removes lighting on exterior, reduction in size of bronze plaque from 60" to 48", painted bronze ILO brushed bronze)	Deduct	(21,284)	
ALT 11	Polished concrete in Corridor 124 ILO epoxy flooring	Deduct	(7,030)	
ALT 12	Delete interior Arktura panels at front and rear lobbies, leave existing ceiling finish	Deduct	(84,812)	
ALT 13	Provide alternative floor tile in main lobby and elevator lobbies on floors 2-4	Deduct	(10,000)	Target alternative tile product
ALT 14	Keep south entrance glass instead of remove and replacement	Deduct	(81,619) X	Waiting to hear back from trade partner(s)
ALT 15	Traditional 2x4 LED lights ILO linear lighting	Deduct	(15,436)	Waiting to hear back from trade partner(s)

No.	Description	Cost	Accepted	Notes / Action Items
			X	
COST OPTIONS Alternates to base bid documents				
ALT 16	Bullet proof glazing from class 3 to class 2 at customer service (1st floor)	Add	No Savings	Can work on price for class 1 if acceptable. Update 3/5: Class 1 bring
ALT 17	Cover ductwork, eliminate duct cleaning	Deduct	(41,000)	X
ALT 18	Delete new window shades, keep existing	Deduct	(140,000)	X
ALT 19	Delete glass wall at first floor	Deduct	(16,644)	X Not required with 2nd floor opening removed
ALT 20	Delete drop box location, include interior room	Deduct	(21,777)	X
ALT 21	Provide glass/drywall partitions instead of Emcompass system	Add	Need Emcompass \$	Need Emcompass FF&E Credit for final deduct
ALT 22	Finish carpentry / countertop options	Deduct	(11,920)	Target savings of \$30/sf
ALT 23	Health department Tenant Finish (2,660 sf)	Deduct	(260,680)	Alternate deletes any demo and renovation
ALT 23 a	Delete plumbing fixtures at Health department		see note	Can't except with ALT 23, plumbing fixtures only is a savings of \$35,000
ALT 24	Remove lock cores at office doors	Add	Need Emcompass \$	Working on pricing - Emcompass pricing
ALT 25	Square edge ILO tegular edged ACT	Deduct	(49,957)	
ALT 26	Replace the Extron HDMI/USB-C with Crestron HDMI only wall plates	Deduct	(23,032)	Needs to be coordinated with recent AV changes
	Construction Cost		8,695,607	Updated bid results (3% construction cont and removed permit
	Total Approved Options		(1,205,527)	
	Costruction Cost Less Cost Options		7,490,080	



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

REQUEST FOR QUALIFICATIONS/PROPOSALS #24056
City of Independence, MO - City Center Renovations

ATTENTION PROPOSER – COMPLETE AND RETURN WITH PROPOSAL

Proposing Firm _____ Phone Number _____
(Please print or type)

Address _____ City _____ State _____ Zip _____

Name of Authorized Agent _____ Email _____

The only authorized source for Request for Qualification/Proposal (RFQ/RFP) forms, addenda, and information regarding this RFQ/RFP is www.publicpurchase.com. Using RFQ/RFP forms, addenda, and information not obtained from www.publicpurchase.com creates the risk of not receiving necessary information about the RFP that may eliminate your proposal from consideration.

Proposals shall be submitted online via www.publicpurchase.com by the date and time indicated. Paper, fax, or email responses will NOT be accepted and will not be returned to sender. Proposals are sealed in a virtual lockbox that can only be opened after the Request for Qualifications/Proposals (RFQ's/RFP's) closing date and time, to maintain confidentiality of the proposal. All proposals are subject to the terms and conditions herein.

Submission of a proposal shall be deemed a firm offer and is not revocable within 120 days after response deadline.

City of Independence, MO - City Center Renovations
Request for Qualifications/Proposals for Construction Manager Services

A. Project Description:

Project Advocates (Owner's Representative) on behalf of the City of Independence, MO is requesting proposals from interested parties for Construction Manager services for the following project:

Name: Independence City Center
Owner: City of Independence, MO
20201 E. Jackson Drive
Independence, MO 64057
Contact (for all questions): Danny Jonas, Project Advocate
Project Advocates, LLC
Owner's Representative
Danny@project-advocates.com
816-536-8868

B. Project Background:

The City of Independence is seeking to partner with a firm to provide Construction Manager services on their proposed renovations for the City Center facility located at 20201 E. Jackson Drive, Independence, MO 64057. This project includes significant interior renovations, entrance revisions, and new site amenities, as well as other defined scope. The existing building is currently vacant, ready for renovations that will house multiple City of Independence departments and functions.

The Architect of record is SFS Architecture, the Civil/Landscape engineer is Olsson, structural Bob D. Cambell, ME/P/F engineer Henderson Engineers, and code consultant FP&C Consultants.

C. Project Milestones:

1. Hard Construction Cost Budget - \$9,314,489
2. 4-story, 37,594 gsf
3. A Pre-proposal Conference will be held – 9:00 AM, October 17, 2024, at the Project Site
4. Preliminary Schedule:
 - a. 50% Design/Engr CD's available
[2024.09.13 Independence City Center 95% CD Drawings.pdf](#)
[2024.09.13 Independence City Center 95% CD Project Manual Vol. I.pdf](#)
[2024.09.13 Independence City Center 95% CD Project Manual Vol. II.pdf](#)
 - b. RFQ/P proposal solicitation 10/7/24
 - c. Pre-Proposal Conference 10/17/24 (9:00 AM on site)
 - d. Proposal Due 11/5/24 (by 2:00 PM CT, electronically)
 - e. Contractor selection, contracts 12/5/24
 - f. Bidding/Permit CD's available 11/12/24
 - g. GMP submission 1/7/25
 - h. Potential construction start date 2/3/25

D. Scope of Services:

1. Preconstruction services including cost, schedule, and logistics
2. Bidding and procurement of a Guaranteed Maximum Price
3. Full on-site and office support construction management services
4. Final completion, punch, occupancy, close-out, and warranty
5. All record documents and documentation
6. All other services required for full Construction Manager services

E. Proposal Deliverable

RFP response should be submitted in electronic (PDF) format only. Please limit response to maximum 25 single-sided pages, excluding City required Prequalification RFQ and contract review.

Submittals must contain the following information:

1. Brief Company/Firm overview and qualifications
2. Similar Project Experience – no more that (5) similar projects providing all pertinent information and Client contact information
3. Resumes, responsibilities, and organizational structure for Key Staff identified as having a major role in the project
4. All applicants must submit documentation pertinent to Prequalification RFQ #24006 (attachment 1) along with their RFP response if not already prequalified with the City of Independence.
5. All applicants must also review the attached sample contract and insurance requirements (attachment 3). Provide acknowledgement of acceptance of the contract and insurance, and/or any requested modifications to the contract.
6. Provide a construction schedule based on a construction start of 2/3/25 though Substantial Completion/TCO and Final Completion.
7. Price proposal with the following breakdown:
 - General Requirements Estimate (based on attachment 1)
 - Reimbursable Staff Estimate (based on attachment 2)
 - Sub-contracting bond or sub guard program approach and subsequent cost or % that will be included in the future GMP
 - CM's overhead and profit fee % based on the hard construction costs of the work
 - General liability insurance rate as a % of hard construction cost
 - Payment & Performance bond rate as a % of the hard construction cost. Provide ability to bond this project from surety.
 - Proposed Contractor Contingency % to be included in the future GMP
 - If the Contractor contemplates any self-performed work, provide Labor/Insurance/Taxes as a % of the estimated self-performed labor cost
 - Proposed Change Order fee for Construction Manager, Subcontractors, or self-performed work
8. Any other pertinent information you deem valuable in this selection process.

Interested firms must submit their responses to the RFQ/P to the Public Purchase website online via www.publicpurchase.com by the date and time indicated. Paper, fax, or email responses will NOT be accepted and will not be returned to sender.

Proposals must be received by 2:00pm November 5, 2024.

- F. **Selection Criteria and Process:** The Owner's team will evaluate each proposal taking into consideration the following criteria and weighting:
- a. Contractor's confidence in proposed budget and transparency in subcontractor and supplier procurement process. Demonstrated effort and completeness of proposed costs and information as requested in Section E. Criteria weight = 10%
 - b. Similar project experience and costs, references. Criteria weight = 20%
 - c. The ability and experience of the proposed staff. Appropriate time commitment and cost of staff. Criteria weight = 20%
 - d. Scheduling and planning. Demonstrated attention to detail in planning the project for success so that the owner can take occupancy as soon as possible without sacrificing quality or paying premiums. Criteria weight = 15%
 - e. Competitive indirect cost and fees. Criteria weight = 15%
 - f. Owner's overall confidence. Criteria weight = 20%

The Owner may interview firms prior to award. Selection will ultimately be based on the Owner's determination of which firm will deliver the project at the best value to the City of Independence, MO.

G. **Supplemental Information**

Attachment 1 - Prequalification RFQ #24006
Attachment 2 - Affidavit of non-collusion
Attachment 3 - General Requirements Expense Schedule template
Attachment 4 - Reimbursable Staff Estimate template
Attachment 5 - Sample Contracts
Attachment 6 - Insurance Requirements

H. **Agreement Conditions**

Final agreement will be held by the City of Independence. Project Advocates and City of Independence reserve the right to accept or reject, either in whole or part, any and all submittals in response to this request, to waive irregularities, or take whatever action deemed necessary to protect the City of Independence's best interests.

Thank you for your interest in providing these services. Any questions regarding this RFQ/P should be directed to Danny Jonas.

Danny Jonas – Project Advocate

Cell: 816-536-8868

ATTACHMENT 1
PREQUALIFICATION RFQ #24006



REQUEST FOR QUALIFICATIONS #24006
PREQUALIFICATION FOR ARCHITECTS, ENGINEERS, SURVEYORS, TESTING AND
SAMPLING SERVICES

Prequalification for 2024, 2025 and 2026

Email questions and responses to Richelieu Sese at rsese@indepmo.org

ATTENTION RESPONDENT – COMPLETE AND RETURN WITH RESPONSE

Responding Firm _____ Phone Number _____
(Please print or type)

Address _____ City _____ State _____ Zip _____

Name of Authorized Agent for the Firm _____ Email _____

The City of Independence Procurement Division is the only authorized source for RFQ forms. Respondents using RFQ forms not obtained from the City of Independence Procurement Division risk not receiving any necessary addenda, eliminating their response from consideration.

REQUEST FOR QUALIFICATIONS – RFQ #24006
PREQUALIFICATION OF ARCHITECTS, ENGINEERS, SURVEYORS, TESTING & SAMPLING SERVICES

1. SUMMARY OF REQUEST

Thank you to all who participated in responding to previous Prequalification solicitations. Contractors who have been pre-qualified will continue to be eligible to receive opportunities to provide their service as long as they maintain their certificate of insurance, business license and perform up to standards of acceptable performance for the city. This document is to add contractors during calendar years 2024 through 2026.

The City of Independence, Missouri, (herein referred to as "City") intends to establish a prequalified list of architectural, engineering, and surveying (A&E) firms to provide services on an as needed, if needed basis. The City reserves the right to add additional firms, on an as needed basis, to ensure adequate coverage of the A&E needs of the City. Thus the reason for no published due date for responses to this RFQ.

Locations are unknown at this time. That information is disseminated to prequalified contractors as the jobs become known to the City. Specific terms and requirements may be negotiated for each specific job. A separate purchase order will be issued for each project. The City reserves the right to add additional firms, on an as needed basis, to ensure adequate coverage of the testing & laboratory services service needs of the City.

2. TYPES OF SERVICES

Services may include, but not be limited to the listing in this section. A questionnaire (Attachment 1) is included with this RFQ that, when completed, will provide a detailed listing of the services your firm provides. The respondent must complete and return this questionnaire with their RFQ response.

A. Design Services

Architecture – office buildings, police stations, jails, fire stations, parking garages, historic preservation, historic rehabilitation/restoration, preservation planning, architectural history, aquatic centers, BIM (building information modeling), LEED (leadership in energy and environmental design), interior design, etc.

Engineering – roadway design, traffic systems, traffic studies, bridges, transmission lines, power generation, renewable energy, financial forecast, cost of service and rate design, alternative rate structures, contract negotiation, air quality, environmental studies, hydrogeology, geotechnical, storm sewers, sanitary sewers, water lines, wastewater treatment plants, pump stations, water treatment plants, MEP (mechanical, electrical, plumbing), commissioning and energy consulting, LEED, construction administration, NERC (North American Electric Reliability Corporation) compliance, trails, certified testing services of construction materials, railroads, etc.

- B. **Land Surveying** – CAD (computer-aided design) mapping, GIS (geographical information systems) mapping, right-of-way services, geospatial and remote sensing, etc.
- C. **Energy Management** - Evaluations will focus on equipment operation and maintenance efficiencies, operational safety and life expectancy, capital investment payback and result in recommended cost effective improvement options. Energy recovery, conservation and recycling shall be addressed whenever feasible.
- D. **Construction Management** – Plan, coordinate, budget, and supervise construction projects from start to finish. Provide project oversight and inspection for new construction projects or remodeling of existing facilities of infrastructure. To include daily site visits to inspect construction progress, documentation of construction activities for record keeping purposes, certification of construction progress and review of certified payrolls if required.
- E. **Environmental Services** - Assessment shall address cost effective alternatives for program management, studies, delineations, field sampling, and system improvements required to be in compliance with respective governing agency. Regulatory compliance includes all authorized city, county, state and federal programs for tanks and air, surface water, groundwater, soil and stormwater quality. Evaluations will include recommendations of cost-effective rehabilitation, structural upgrades or additions, permitting support, and revision of management or maintenance programs.
- F. **Master Planning/Facility Assessment** – Architectural and engineering analysis of facilities for current use, expansion, and future use. Analysis should include costs associated with upgrading or remodeling current facilities as compared to the costs associated with new construction. Services may include the assessment of the entire facility or systems within the facility (i.e. mechanical systems). Master Plan consultation to include system rehabilitation or expansion feasibility, facility replacement schedules, operational procedure enhancements, training deficiency improvements and equipment replacement schedule review for confirmation of cost estimates, life expectancies, alternative process selection and normal electrical and mechanical consulting. Review future projections of City development, revenues and capital improvement programs. May require trend or comparison analysis with comparable communities.
- G. **Technical Services/Studies** - Perform necessary short-term cost of service study and rate design to determine revenue requirements, equitable best of service and rate levels for supplying a particular service and assessments and analysis of current systems. Studies could also include Integrated Resource Planning (IRP), Demand Side Management (DSM), power flows, system load growth, system operations, industry standard compliance, and environmental compliance. Studies shall also include storm and sanitary sewer capacity studies. Studies shall focus on the unique nature of the different departments in the City and the constraints that must be adhered to.
- H. **Training** - Develop safety, operational, and environmental awareness training material, including the preparation of graphic color slides, transparencies, brochures, posters and manuals for professional presentation. Service may include conducting the respective training or presentation of the prepared material.

- I. **Presentations** - Design and production of safety, operations and environmental awareness training material, including the preparation of graphic color slides, transparencies, brochures, posters and manuals for professional presentation. Visual aid and text to encompass all aspects of employee safety and public education. Service may include presentation of prepared material. Possible presentations to address public or general issues relating to bond sales, rate increases, EMF, RFI/TVI, power quality and legislative requirements.
- J. **Staff Augmentation** - Staff augmentation to provide assistance with computer programming, field investigations, GIS development, drafting, CADD (computer-aided design and drafting), inventory, filing, design, legal testimonials, contract administration, field inspection, equipment performance and process troubleshooting, conceptual development, operations, mapping, financial planning, system planning, proposal development, marketing surveys, right-of-way acquisitions, data processing, etc.
- K. **Other Services** – Sampling, and other architectural, engineering, surveying, laboratory, and Geotechnical and material testing services as required not included above.

3. **TERM OF THE PREQUALIFICATION**

Firms that become pre-qualified will maintain their status as long as they **maintain their certificate of insurance, business license and perform up to standards of acceptable performance for the city.** The City will issue of a notice to current prequalified firms on or about Friday, October 30, 2026, to extend the term of prequalification for another subsequent three-year term.

4. **QUESTIONS**

Questions must be addressed, via email, to Richelieu Sese at rsese@indepmo.org.

5. **SUBMISSION REQUIREMENTS**

Sealed proposals must be received per instructions on the front page of this RFQ. The respondent shall submit the following information/documents as part of the proposal:

- 1) Cover sheet, completed and signed
- 2) Completed qualifications questionnaire
- 3) Pre-Qualified List Categories spreadsheet questionnaire
- 4) Certificate of Insurance

6. **EVALUATION PROCESS**

City staff will review each response for compliance with the requirements of this RFQ. Firms may be contacted for additional information or interview by City staff to clarify qualifications prior to prequalification or prior to award of a project. The City will prequalify firms that:

- 1) Have been in business for a minimum of two (2) years under the current business name
- 2) Submit all required information
- 3) No exceptions may be taken to the requirements of this RFQ to ensure fair equal prequalification of all respondents

7. TERMS AND CONDITIONS FOR PREQUALIFICATION

COMPENSATION

No compensation shall be paid for prequalification. Compensation shall be paid to selected firm after successful negotiation of a contract for the task or project.

STANDARD OF CARE

Prequalified respondent (herein known as consultant) shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily possessed and exercised by a peer professional under similar circumstances.

LIABILITY AND INDEMNIFICATION

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

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

DELAY IN PERFORMANCE

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

TERMINATION

City may terminate or suspend prequalification that results from this solicitation, for City's convenience upon written notice to successful consultant. Consultant shall terminate or suspend performance of the services on a schedule acceptable to City. If termination or suspension is for City's convenience.

The contract may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of the contract. The nonperforming party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party. In the event that funding for the contract is discontinued, City shall have the right to terminate this contract immediately upon written notice to consultant.

WAIVER

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

SEVERABILITY

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

SUCCESSORS AND ASSIGNS

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

ASSIGNMENT

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

THIRD PARTY RIGHTS

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

INDEPENDENT CONSULTANT

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

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of a contract or purchase order resulting from this solicitation, the consultant agrees as follows:

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

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

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

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

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

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

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

GOVERNING LAW

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

COMMUNICATIONS

Communication with the firm shall be made in writing to the authorized representative named on the first page of this document.

Communication with the City shall be made in writing to City of Independence Procurement Manager, 111 E. Maple, Independence, MO 64050

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

MISSOURI SUNSHINE LAW

The Respondent acknowledges and agrees that the City is bound by the Missouri Open Records Law (Sunshine Law) and cannot protect information for the sole reason that it is marked "confidential" or "proprietary". All information submitted in response to this RFP shall be available for public review in accordance with all federal, state and local laws after: 1) posting of the Notice of Intent to Award; 2) a contract has been executed; or 3) all proposals have been rejected. Requests must be submitted in writing to the Procurement Manager, City of Independence.

8. AWARD OF PROJECTS

The City will select the most qualified firm from the prequalified listing, negotiate a scope of work, price, and terms and conditions as needed for each project in accordance with Chapter 8, Section 8.291, of the Missouri Revised Statutes. Selection will be made based on:

- 1) The specialized experience and technical competence of the firm with respect to the type of services required
- 2) The capacity and capability of the firm to perform the work within the time limitations fixed for the completion of the project
- 3) The past record of performance with the firm with respect to such factors as control of costs, quality of work, and ability to meet schedules
- 4) The firm's proximity to and familiarity with the area in which the project is located.
- 5) The City will issue a purchase order for each project awarded

Attachment 1 – Prequalification Questionnaire for Field and/or Laboratory Sampling, Testing, Analysis, & Reporting Services

Listing of qualifications and experience

Date: _____

Firm Name: _____ Telephone: _____

Email: _____ Year Established: _____

Local office address: _____
(Street/City/State/Zip)

Type of organization: Individual _____ Corporation _____ Partnership _____
Joint Venture _____ LLC _____
Other _____

Provide former firm name(s), if any, and the number of years each firm name was in operation:

Provide branch office addresses:

Provide a listing of personnel and applicable information in this space:

Name	Registration	State	Year	Principal	Associate

Add more pages if necessary

Describe the capacity and capability of your firm to perform work within time limitations fixed for the completion of a project:

Provide at least three (3) examples of work performed with respect to factors such as control of costs, quality of work, and ability to meet schedules; preferably in the Kansas City metro area.

ATTACHMENT 2

AFFIDAVIT for NON-COLLUSION

AFFIDAVIT

STATE OF _____)
) SS.
COUNTY OF _____)

_____ of the City of _____
_____, County of _____, State of _____,

being duly sworn on her or his oath, deposes and says:

1. That I am the _____ (Title of Affiant) of
_____ (Name of Proposer) and
have been authorized by said proposer to make this affidavit on the proposer's behalf;
2. No Councilmember, City Manager, Director of Finance and Administration, City Procurement Manager, or any City employee is financially interested in what the proposer is offering to sell to the City pursuant to this RFP, nor is the proposer a City employee or board member whose proposal creates a conflict of interest. A conflict of interest would arise if any person named in this section is in a position to affect either the decision to solicit proposals or the selection of the successful proposer;
3. Proposer has not participated in collusion or committed any act in restraint of trade, directly or indirectly, which bears upon anyone's response or lack of response to this RFP; and
4. Proposer is responsible for submitting with his or her proposal a record of any discussion with a Councilmember, City Manager, Director of Finance and Administration, City Procurement Manager, or any other City employee regarding this RFP; and
5. The authorized signer of this document certifies that the organization and each of its principals are not suspended or debarred by the City of Independence, State of Missouri or Federal government.

_____ (Name of Proposer)
By: _____ (Signature of Affiant)
_____ (Title of Affiant)

Subscribed and sworn to before me this _____ day of _____, 20____.

(SEAL)

NOTARY PUBLIC in and for the County of _____
State of _____

My commission expires:

ATTACHMENT 3

GENERAL REQUIREMENTS - EXPENSE SCHEDULE

SITE OFFICE	DURATION	MEASUREMENT	\$ COST
Rental			
Transport (On and Off Site)			
Cleaning			
Furniture			
Equipment (Copier, Scanner, Other)			
Computers (Desktop, Laptop, Tablet)			
Supplies			
Reproduction Costs			
Postage and Deliveries			
Textura Platform Fees			
Project Management platform fees			
TEMPORARY UTILITIES			
Electric			
Water			
Gas			
SITE MANAGEMENT EXPENSES			
Chemical Toilets			
Waste Dumpster Fees			
Recycling Dumpster Fees			
First Aid Box and Supplies			
Protection			
General Clean-Up (Routine and Final)			
General Cleaning Equipment and Supplies			
Personal Protection Equipment, General Safety			
PROTECTION AND SIGNAGE			
Site Security Fencing and Gates			
Dust Protection			
Site Safety and Instructional Signs			
Project Identification			

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REIMBURSABLE STAFF ESTIMATE

[illegible]

ATTACHMENT 5
SAMPLE CONTRACTS

[A133-2019 - Working Draft - 001.pdf](#)

[A133ExhibitA-2019 - Working Draft - 001.pdf](#)

[A133ExhibitB-2019 - Working Draft - 001.pdf](#)

[City Center A201-2017 - Working Draft - 001.pdf](#)

ATTACHMENT 6

INSURANCE REQUIREMENTS

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

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

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

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

The above limits are the minimum acceptable and do not infer or place a limit on the liability of the Consultant. The City is to be named as an additional insured as the City's interest may appear for the General Liability and the Automobile Liability Insurance. The Consultant's insurance shall be primary and any insurance or self-insurance maintained by the City shall be excess for the City and not contribute with the coverage maintained by the Consultant.

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

Contractor	Rank	Total Points	Contractor's Confidence - 10 Points			
			Eval-1	Eval-2	Eval-3	Total
McCownGordon	1	250.9	9.0	10.0	5.0	24.0
A.L. Huber	2	238.9	8.0	8.0	5.0	21.0
JE Dunn	3	225.4	8.0	8.0	5.0	21.0
Centric	4	219.8	8.5	7.0	5.0	20.5
Nabholz	5	209.7	8.0	10.0	5.0	23.0
Forge	6	203.5	8.0	8.0	5.0	21.0
Monarch Build	7	199.6	8.0	8.0	5.0	21.0
Russell	8	199.5	7.5	5.0	5.0	17.5
Fogel-Anderson	9	194.1	8.5	8.0	5.0	21.5
Newkirk Novak	10	184.0	8.0	6.0	5.0	19.0
Straub	11	178.9	8.5	8.0	5.0	21.5
StructSure	12	165.6	7.5	6.0	5.0	18.5
Turner	13	156.2	8.0	6.0	5.0	19.0
Haren Companies	14	150.9	7.5	6.0	5.0	18.5
Hartline Construction	15	118.3	5.0	5.0	5.0	15.0

Project Experience – 20 Points				Personnel – 20 Points			
Eval-1	Eval-2	Eval-3	Total	Eval-1	Eval-2	Eval-3	Total
18.5	20.0	20.0	58.5	18.0	20.0	20.0	58.0
17.5	20.0	20.0	57.5	16.5	20.0	20.0	56.5
18.0	18.0	19.0	55.0	16.5	18.0	19.0	53.5
17.0	16.0	18.0	51.0	17.0	15.0	15.0	47.0
18.0	18.0	15.0	51.0	17.0	19.0	10.0	46.0
18.0	20.0	15.0	53.0	17.5	20.0	10.0	47.5
12.5	14.0	18.0	44.5	16.5	16.0	16.0	48.5
16.0	15.0	18.0	49.0	15.5	15.0	18.0	48.5
16.5	15.0	10.0	41.5	17.5	16.0	10.0	43.5
17.0	14.0	10.0	41.0	14.0	18.0	10.0	42.0
15.0	14.0	10.0	39.0	15.5	12.0	10.0	37.5
16.0	14.0	5.0	35.0	15.5	17.0	5.0	37.5
19.5	18.0	5.0	42.5	15.5	18.0	5.0	38.5
12.0	15.0	10.0	37.0	13.0	16.0	10.0	39.0
10.0	12.0	5.0	27.0	11.0	12.0	5.0	28.0

Scheduling & Planning – 15 Points				Owner's Overall Confidence – 20 Points			
Eval-1	Eval-2	Eval-3	Total	Eval-1	Eval-2	Eval-3	Total
15.0	12.0	15.0	42.0	19.2	18.0	20.0	57.2
13.1	13.0	12.0	38.1	16.4	20.0	18.0	54.4
12.5	12.0	12.0	36.5	16.1	18.0	16.0	50.1
12.9	12.0	11.0	35.9	17.4	16.0	17.0	50.4
11.8	12.0	10.0	33.8	16.1	18.0	10.0	44.1
9.0	10.0	10.0	29.0	16.0	18.0	10.0	44.0
8.7	12.0	10.0	30.7	14.2	15.0	15.0	44.2
7.6	10.0	13.0	30.6	14.6	12.0	17.0	43.6
13.1	18.0	5.0	36.1	16.6	17.0	5.0	38.6
12.5	8.0	10.0	30.5	17.2	16.0	5.0	38.2
7.5	10.0	10.0	27.5	13.7	17.0	10.0	40.7
4.6	10.0	13.0	27.6	11.7	14.0	10.0	35.7
5.7	8.0	4.0	17.7	15.4	12.0	4.0	31.4
4.3	10.0	0.0	14.3	11.2	15.0	10.0	36.2
4.0	10.0	5.0	19.0	8.8	12.0	5.0	25.8

Competitive Indirect costs & Fees – 15 Points
--

Calculation

11.2
11.4
9.3
15.0
11.8
8.9
10.7
10.2
12.8
13.4
12.8
11.3
7.1
5.9
3.5

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-729 A Resolution amending the Personnel Policies and Procedures of the City of Independence, Missouri to update Article III (Recruitment, Selection, Probation, and Promotion) and Article V (Compensation and Benefits)

Recommendations:

The Personnel Board recommends approval of the identified updates to Article III (Recruitment, Selection, Probation, and Promotion) and Article V (Compensation and Benefits).

Background:

Article III: General modifications for clarity and consistency.

Article V:

- Ensuring consistency with Resolution 6934 (June 20, 2023) authorizing the City Manager to adjust and update the Pay Plan.
- Removing section D. Special Circumstances Leave. This program had been suspended on January 1, 2012, but was never removed from Policy. Extended leave options are addressed in Article IV under "FMLA" and "Leave Of Absence Without Pay".

Emergency Justification:**Fiscal Impact:**

No fiscal impact.

Council Action:

Staff recommends approval.

**Department /
Contact**

Human Resources /

REVIEWERS

Sarah Horne

Jeremy Cover

Zachary Walker

Susanne Holland

ATTACHMENTS:

1. Resolution Amending Article III & V
2. Exhibit A - Amendments to Article III & V

BILL NO. _____

ORDINANCE NO. _____

A RESOLUTION AMENDING THE PERSONNEL POLICIES AND PROCEDURES OF THE CITY OF INDEPENDENCE, MISSOURI TO UPDATE ARTICLE III (RECRUITMENT, SELECTION, PROBATION, AND PROMOTION) AND ARTICLE V (COMPENSATION AND BENEFITS).

WHEREAS, on or about June 17, 1985, the City of Independence adopted the Personnel Policies and Procedures Manual; and,

WHEREAS, City staff identified the need to make amendments to the Manual; and,

WHEREAS, on July 14, 2024, after notice was given in accordance with the City's Personnel Policies and Procedures Manual, the Personnel Board held a hearing to consider amending the text of the Manual; and,

WHEREAS, the Personnel Board recommends approval of amendments by Council; and,

WHEREAS, the City wishes to amend Article III and Article V as set forth in **Exhibit A**.

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

SECTION 1. That Article III and Article V of the Personnel Policies and Procedures of the City of Independence, Missouri is hereby amended as set forth in **Exhibit A**, which is attached hereto and incorporated herein.

PASSED THIS _____ DAY OF _____, 2025, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

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

ATTEST:

City Clerk

APPROVED – FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

ARTICLE III. RECRUITMENT, SELECTION, PROBATION, AND PROMOTION

D. Probation

The probationary period is a working test during which an employee, appointed or promoted, demonstrates his or her ability to meet the required standards of the position to which he or she has been appointed or promoted. All classified employees appointed or promoted to regular fulltime or regular part-time positions shall serve a probationary period.

1. Duration:

a. General Service Employees - The probationary period for employees in the Classified Service, whether originally appointed or promoted, shall be for six (6) months. If a general service employee on probation is transferred during his or her initial probationary period, he or she shall serve six (6) months' probation for that position beginning with the effective date of the transfer.

b. Public Safety Employees –

1) The probationary period for newly appointed Fire Fighters will be a minimum of twelve (12) months

2) The probationary period for newly appointed police officers will be one calendar year from date of commission.

3) The probationary period for newly promoted commissioned officers will be one calendar year from the date of appointment.

2. Extension of the Probationary Period:

a. A Department Head may recommend an extension of the probationary period up to an additional six months if he or she feels the employee is capable of meeting the performance standards within a specified time. The recommendation shall be reviewed by the Human Resources Director and approved by the City Manager. A performance ~~appraisal and action plan for~~ improvement plan must include the recommendation to extend the probationary period.

~~b. If the probationary employee is absent more than thirty (30) calendar days during the probationary period, this time shall not be considered toward completion of the probationary period. The probationary period shall be extended for the same period of the absence to allow for a full six-month performance evaluation.~~

E. Employee Performance Appraisals:

Performance appraisals shall serve the dual purpose of providing feedback to employees regarding their performance and ensuring that all employees meet acceptable levels of performance. The annual appraisal of regular employees shall consider individual ability and competence, acknowledge the employee's accomplishments, and designate areas for improvement.

1. Frequency: Performance appraisals shall be scheduled in the following manner unless specifically provided for otherwise:

<u>Employment Duration:</u>	<u>Employment Status:</u>
	Probationary <u>General Service Probationary</u>
	<u>Public Safety Probationary</u>
3 months	<u>General Service Promotional</u>
	<u>Public Safety Promotional</u>
	New/Probationary
	<u>General Service Probationary</u>
	<u>Public Safety Probationary</u>
6 months	<u>General Service Promotional</u>
	<u>Public Safety Promotional</u> Promotional/Probationary
<u>9 months</u>	<u>Public Safety Probationary</u>
	<u>Public Safety Promotional</u>
1 year	<u>Public Safety Probationary</u>
	<u>Public Safety Promotional</u>
Each 12 months thereafter	Regular <u>All Employees</u>

ARTICLE V. COMPENSATION AND BENEFITS

A. The Pay Plan

The Pay Plan is designed as a fair and equitable method for the payment of employees in the City.

1. Preparation of Plan: A compensation plan, directly related to the Classification Plan, shall be developed, and administered by the Human Resources Director with the approval of the City Manager. Each position of a class shall be assigned to a compensation range. The compensation ranges shall include minimum and maximum rates for all positions included in the Classification Plan.
2. Adoption of Plan: The compensation plan as approved by the City Manager ~~and adopted by the Council~~ shall constitute the Pay Plan for the City.
3. Amendment of Plan: The Pay Plan may be amended in the same manner as prescribed for the preparation and adoption of the plan.

~~Special Circumstances Leave Program Suspended~~

~~January 1, 2012~~

~~D. — Special Circumstances Leave~~

~~Regular full-time employees who have completed one year of consecutive service with the City, who become temporarily disabled due to causes other than work-related duties, may apply for special circumstances leave under the following conditions, subject to the eligibility criteria established.~~

- ~~1. — Eligibility: The program is available to full-time employees who meet the following criteria:~~
 - ~~a. — Applicants must have worked for the City for twelve (12) consecutive months prior to the onset of the illness or injury.~~
 - ~~b. — Applicants must obtain and submit a physician's certificate stating the employee is unable to perform the material and substantial duties of that employee's own occupation or such other duties as are assigned by the City.~~
 - ~~c. — The physician's certificate shall state the illness or injury is anticipated to last longer than thirty (30) days, but less than six (6) months.~~
 - ~~d. — The employee must not be eligible for Worker's Compensation from the City or any other employer. The employee must not be eligible for~~

~~any other government sponsored disability program for the period for which special circumstances leave is sought from the City.~~

~~e. The employee must not be receiving or be eligible to receive disability compensation benefits from any City provided short term or Long-Term Disability (LTD) carrier, or other City provided insurance programs.~~

~~2. Program Limitations. Prior to receiving any benefit, the following criteria must be met:~~

~~a. Employee must have exhausted all accumulated sick leave, personal business leave, vacation leave, and compensatory time at the time special circumstances leave begins.~~

~~b. While receiving special circumstance leave, an employee will not accrue sick, personal business, or vacation leave.~~

~~c. At least thirty (30) calendar days must have elapsed since the employee's last day worked. (After employee is determined to be qualified, Special Circumstances Leave shall be paid from the first unpaid day of missed work on or after the date of the onset of the qualifying illness or injury).~~

~~d. No employee may receive more than 26 weeks special circumstances leave within a 24 month period, measured forward from the first date special circumstances leave is used.~~

~~e. The amount of compensation paid to the employee during the period of leave shall be one hundred percent (100%) of employee's normal base gross wages.~~

~~f. No Special Circumstances Leave shall be granted an employee during any of the following periods:~~

~~Any period in which the employee is no longer under the regular and continuing care of a Physician providing appropriate treatment by means of examination and testing in accordance with the employee's condition, unless employee has reached maximum point of recovery and is unable to perform the material and substantial duties of the employee's own occupation or other duties as assigned by the City.~~

~~1) Any period employee does not submit to any medical examination reasonably requested by the City.~~

~~2) Any period in which the employee's illness or injury is due to substance abuse or mental illness (mental, nervous, psychological, emotional diseases, or behavioral disorders of any type), unless employee is under the continuing care of a psychiatrist or psychologist or other appropriate licensed medical professional.~~

- ~~3) For any period of absence due to intentionally self-inflicted injuries, except as permitted under paragraph f(3) above; a war, declared or undeclared, or any act of war; the employee's active participation in a riot, rebellion or insurrection; or the employee's committing or attempting to commit an assault, felony, serious misdemeanor, or other illegal act.~~
 - ~~4) Any period employee engages in any occupation or employment for wage or profit other than with the City.~~
 - ~~g. Special Circumstances Leave shall cease on the earliest of the following:~~
 - ~~1) the date the City determines employee is able to perform the material and substantial duties of that employee's own occupation, or other duties as assigned by the City, even if employee chooses not to work.~~
 - ~~2) the date the employee dies;~~
 - ~~3) the date the 26 weeks allowed within 24 months has been reached;~~
 - ~~4) the date employee does not provide medical verification that the employee continues to be eligible for leave as employee requested;~~
 - ~~5) the date employee engages in any occupation or employment for wage or profit other than with the City; or~~
 - ~~3. New Injury, Illness or Recurrence after Return to Work: If employee returns to work full time and has a recurrence of the need for special circumstances leave:~~
 - ~~a. If the new illness or injury is related to or due to the same cause(s) as the prior leave, the City will treat the new leave request as part of the prior leave if the employee has returned to work full time for 14 consecutive calendar days or less, and the employee will not have to complete another 30-day waiting period. (Section 2.c above.)~~
 - ~~b. If the new illness or injury is unrelated to the prior leave, the City will treat the new leave request as part of the prior request only if the employee has not returned to work full time, and the employee will not have to complete another 30-day waiting period (Section 2.c above).~~
- The new request for leave, as outlined in 3.a or 3.b, will be subject to the same terms and conditions as the employee's prior request.
- ~~c. If employee does not satisfy Item 3.a or 3.b above, the new request for leave will be treated as a separate request and the employee will~~

~~have to complete another 30-day waiting period (Section 2.c above).~~

- ~~4. Agreement to Reimburse: If the cause of the need is the result of a third party's negligence the employee shall assign the right to subrogation to the City.~~
- ~~5. City's Right to Review: Upon the application of any employee for special circumstances leave, the employee shall execute appropriate release forms permitting the City access to medical records related to the request for leave. The City may require the employee to see a physician of the City's choice, at the City's cost, prior to approving any request for leave. The decision to approve or disapprove any request for special circumstances leave shall reside with a three person committee consisting of the Finance Director, Human Resources Director, and the City Counselor. All decisions of that group shall be final, subject only to further appeal to the City Manager.~~

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-730 A Resolution appointing Ted Luce and Terri Hoeflicker to the Independence Animal Welfare Committee

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

**Department /
Contact**

Council and Board /

REVIEWERS

Melissa Cabrera
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Luce and Hoeflicker Resolution

BILL NO. _____
RESOLUTION NO. _____

A RESOLUTION APPOINTING TED LUCE AND TERRI HOEFlickER TO THE
INDEPENDENCE ANIMAL WELFARE COMMITTEE

WHEREAS, on February 17, 2024, the City Council for the City of Independence passed Resolution 7100, establishing the Independence Animal Welfare Committee, and;

WHEREAS, on August 6, 2019, the voters of the City of Independence approved Proposition P, which implements a local use tax at the rate of 2.25%; and

WHEREAS, 50% of the funds generated by the local use tax are used to fund Animal Shelter operations up to \$750,000, per Ordinance No. 19011; and

WHEREAS, the City Council for the City of Independence has determined it to be in the best interest of the City to have a citizen body to monitor the expenditure of proceeds from Proposition P; and

WHEREAS, the City Council of the City of Independence, Missouri, agreed upon the appointment of 7 members who are residents of the City of Independence and are interested in the care and treatment of animals.

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

SECTION 1. That the City Council of the City of Independence, Missouri, hereby appoints the following individual(s) to the Independence Animal Welfare 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>	<u>Term Expires</u>
Ted Luce	3605 S. Liberty	2/17/2028
Terri Hoeflicker	1630 N 7 Hwy	2/17/2027

PASSED THIS ____ DAY OF MARCH 2025, BY THE CITY COUNCIL OF THE CITY
OF INDEPENDENCE, MISSOURI.

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

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-731 A Resolution supporting the establishment of an Animal Cruelty Task Force to enhance animal welfare, law enforcement coordination, and community education in the City of Independence, Missouri. *(Sponsored by Councilmember Wiley)*

Recommendations:**Background:**

The City of Independence recognizes the importance of ensuring the humane treatment of animals and addressing animal cruelty as a critical public safety and community welfare concern. Research has established a strong correlation between animal abuse and other forms of violence, including domestic violence, child abuse, and human trafficking. As such, a collaborative and structured approach is necessary to effectively investigate, prevent, and prosecute cases of animal cruelty within the community.

Currently, there is a need for improved coordination between the Independence Police Department, Animal Control, and relevant community organizations to ensure timely and effective responses to animal cruelty cases. Additionally, formalizing uniform Standards of Care for animals within the city will enhance legal enforcement efforts and public awareness regarding responsible animal ownership.

The proposed Animal Cruelty Task Force will bring together law enforcement agencies, prosecutors, animal welfare organizations, and community partners to create a well-trained response team for large-scale cases such as hoarding, neglect, and organized animal cruelty. This initiative will include the development of standardized reporting protocols, cross-agency training, and community education efforts to strengthen the city's response to animal cruelty cases.

Missouri Senate Bill 65 (SB 65) further underscores the necessity of such an initiative, as it mandates cross-reporting between professionals who encounter cases of animal cruelty and other forms of abuse. By supporting this resolution, the City Council affirms its commitment to a comprehensive approach to animal welfare, ensuring that law enforcement, social services, and community organizations work collaboratively to protect animals and residents alike.

The implementation of the Animal Cruelty Task Force will serve as a model for proactive animal welfare enforcement, equipping officers with the training necessary to handle such cases effectively while fostering a culture of education and prevention. This resolution is a step toward strengthening the city's stance on humane treatment and ensuring a safer, more compassionate community for all.

This item is being sponsored by Councilmember Heather Wiley. Pursuant to the City Council Rules of Procedure, this topic was discussed at the February 24th, 2025 Study Session. A copy of that presentation is attached.

Emergency Justification:

Fiscal Impact:

There is no fiscal impact anticipated for the establishment of this task force.

Council Action:

Department / Contact	Council and Board /
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REVIEWERS

Melissa Cabrera
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. CM. Animal Cruelty Task Force (Wiley)
2. Task_Force_Deck_FINAL - Read-Only

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION SUPPORTING THE ESTABLISHMENT OF AN ANIMAL CRUELTY TASK FORCE TO ENHANCE ANIMAL WELFARE, LAW ENFORCEMENT COORDINATION, AND COMMUNITY EDUCATION IN THE CITY OF INDEPENDENCE, MISSOURI. *(Sponsored by Councilmember Wiley).*

WHEREAS, the humane treatment of animals is a fundamental community value, and addressing animal cruelty and neglect is critical to public safety and well-being; and

WHEREAS, the City of Independence recognizes the strong correlation between animal abuse, domestic violence, child abuse, and other forms of criminal activity; and

WHEREAS, a multi-disciplinary Animal Cruelty Task Force would enhance collaboration between law enforcement, animal control, prosecutors, and community partners to ensure effective investigation, prosecution, and prevention of animal cruelty; and

WHEREAS, the proposed task force will establish uniform Standards of Care for animals within the city, implement structured reporting protocols between the Independence Police Department and Animal Control Officers, and provide specialized training to law enforcement and community partners; and

WHEREAS, partnerships with organizations such as the Jackson County Prosecutor's Office, the Humane Society of the United States, Missouri Alliance for Animals, and local domestic violence shelters will strengthen efforts to prevent and respond to cases of animal abuse and its link to human violence; and

WHEREAS, free training programs provided by national organizations are available to Independence law enforcement officers and animal control officers to improve response capabilities in cases of animal cruelty, large-scale neglect, and related criminal investigations;

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

SECTION 1. That the City Council supports the establishment of an Animal Cruelty Task Force to enhance investigative coordination, law enforcement training, and community education on animal welfare.

SECTION 2. That the Task Force shall work to develop city-wide Standards of Care for animals, implement formalized operating procedures between the Independence Police Department and Animal Control, and support legislation such as Missouri Senate Bill 65 to mandate cross-reporting of animal abuse and human welfare concerns.

SECTION 3. That the City Manager is directed to coordinate with relevant departments and community partners to develop the framework for the Task Force and to present an implementation plan to the City Council.

PASSED THIS _____ DAY OF _____, 2025, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

ADOPTED THIS ____ DAY OF _____, 2025, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

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

ATTEST:

City Clerk

APPROVED - FORM AND LEGALITY:

REVIEWED BY:

City Counselor

City Manager



MISSION: To unite animal control, law enforcement, and community partners to ensure that the animals of Independence are being treated humanely and living in environments free from cruelty and neglect.

A multi-disciplinary collaboration will work towards achieving this goal not only through successful investigation and prosecution of animal cruelty, but also by educating the community we serve.

GOALS OF TASK FORCE

- Create a well-trained response team to respond to any large scale cases (hoarding, etc)
- Foster a working relationship and provide training
- Create uniform “Standards of Care” for animals in the city via ordinance
- Create uniform operating protocols and procedures including reporting incidents/cases from Independence Police to ACOs and vice versa
- Educate residents and partners about standards of care for animals in the city, and resources available
- Collect statistics/metrics regarding animal cruelty and neglect cases, and links to DV and child abuse cases

2025 LEGISLATION

CROSS-REPORTING: SB 65 (SENATOR MCCREERY)

SB 65 would create a list of human service professionals who are mandated to report suspected animal abuse and neglect.

It creates training requirements for certain professionals to become proficient in identifying and reporting animal abuse/neglect.

It also would add animal control officers and humane investigators to the list of professionals who must report child and elder abuse/neglect.

LINK BETWEEN ANIMAL ABUSE AND FAMILY VIOLENCE

- Survey of pet-owning families with substantiated child abuse and neglect found that animals were abused in 88% of cases
- 75% of abused women who have companion animals report a history of their companion animal being threatened or intentionally harmed by their abuser, with children being present and witnessing the violence over 90% of the time
- Animal cruelty is a better predictor of human sexual abuse compared to a history of homicide, arson, or weapon convictions.
- Acts of cruelty against animals are now counted alongside felony crimes like arson, burglary, assault, and homicide in the FBI's expansive criminal database (NIBRS).

LINK BETWEEN ANIMAL ABUSE AND TRAFFICKING

"Animal cruelty crimes uncover other crimes – family violence, juvenile delinquency, drugs and human trafficking, and more."

John Thompson, Deputy Executive Director,
National Sheriffs Association

CANA (Child & Animal Neglect/Abuse) Coalition

- Animal Control/IPD representative from Independence – Monthly meeting
 - Training
 - Case consultation
 - Legislation update

Recent case from KCMO. Animal control was alerted to potential animal abuse. Cleared the residents and animals. AC was alerted by coalition that there was child abuse in the home. Animal control then went back to residence and seized the dogs based on greater knowledge. Animals are currently being cared for in shelter clinic.

PARTICIPATING MEMBERS/AGENCIES

- Independence Police Department
- Independence Animal Control
- Jackson County Prosecutor
- Humane Society of the United States (HSUS)
- Missouri Alliance for Animals
- Hope House
- Wayside Waifs – Humane Educators

TRAINING OPTIONS FOR IPD – NO COST

HSUS training is free and available NOW. Courses include:

- Animal Cruelty and Animal Fighting Investigations (+ Advanced course)
- Police/Dog Encounters
- Family Violence and Animal Cruelty: How Prosecuting Animal Abuse Can Save Lives
- Veterinary Forensics in Animal Investigations
- Large Scale Neglect Investigations
- Commercial Breeding Facility Investigations
- Pet Store Investigations
- Testifying About Animal Crimes
- Community Policing and Animal Protection
- Equine Investigations
- Farm Animal Investigations

TRAINING OPTIONS FOR ANIMAL CONTROL OFFICERS

- Safer Together – Virtual training by Missouri Alliance for Animals
- Under One Roof – Half day Training by Missouri Alliance for Animals
- Mandating Reporter Training – Online class

COMMUNITY EDUCATION

- Wayside Waifs offers educational programs for adults and children on animal care. These courses could be available at our shelter.
- Goal would be to do Humane Education for Independence School District

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

A public hearing for the application to rezone the property at 10900 E. Truman Road from I-1, Industrial, C-2, General Commercial, and R-12, Two Family Residential, to I-1, Industrial. ***New Information Only.***

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

Department / Contact	Community Development /
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REVIEWERS

Tom Scannell
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. 1-14-25 Public Notice Proof

INTERIM AD DRAFT

This is the proof of your ad scheduled to run in **Examiner** on the dates indicated below. If changes are needed, please contact us prior to deadline at **(816) 254-8600**.

Notice ID: 7W4SkwoisQBYqDErLhVF | **Proof Updated: Dec. 20, 2024 at 02:02pm CST**
Notice Name: 1/14/25 PC Ad

This is not an invoice. Below is an estimated price, and it is subject to change. You will receive an invoice with the final price upon invoice creation by the publisher.

FILER

Miranda Rice
mrice@indepmo.org
(816) 325-7109

FILING FOR

Examiner

Columns Wide: 1 **Ad Class:** Legals

Total Column Inches: 10.88

Number of Lines: 87

12/28/2024: Other 147.07

Subtotal	\$147.07
Tax	\$0.00
Processing Fee	\$0.00
Total	\$147.07

See Proof on Next Page

Notice of Public Hearing

Notice is hereby given that a public hearing will be held by the Independence City **Planning Commission** at 6 p.m., Tuesday, January 14, 2025, and by the Independence **City Council** at 6 p.m., Monday, March 3, 2025, in the Independence City Hall City Council Chambers (lower level, north entrance) 111 E. Maple Avenue, in Independence, Missouri on the following matter(s):

Case 25-100-01 – Rezoning – 2000 N. Elsea Smith Road – A request by Derick Krones to rezone the property from R-A (Residential-Agricultural) to R-4 (Single-Family Residential Low Density).

Case 25-100-03 – Rezoning – 10900 E Truman Rd – A request by Dustin Ferrell to rezone the property from I-1 (Industrial), C-2 (General Commercial), and R-12 (Two-Family Residential) to I-1 (Industrial).

Case 25-100-04 – Rezoning – Evanston Park Rezoning – A City request to rezone the property located at 9408 E. Winner Road from O-1 (Office-Residential) to R-6 (Single-Family Residential) and the properties located at 715 & 717 S. Brookside, 812, 818 & 820 S. Glenwood, 9306 & 9310 E. 9th Street S, and 9400, 9402, 9404 & 9406 E. Winner Road from R-30/PUD (High Density Residential/Planned Unit Development) to R-6 (Single-Family Residential).

Case 25-100-05 – Rezoning – Liberty Street Rezoning – A City request to rezone the properties located at 1420, 1422, 1424 & 1426 S. Liberty Street from R-30/PUD (High Density Residential/Planned Unit Development) to R-6 (Single-Family Residential).

The Planning Commission will conduct full public hearing on these applications. The City Council will only hear new information that was not presented at the Planning Commission's public hearing if such facts were not reasonably available at the time of the Planning Commission hearing. Any new information proposed to be presented to the City Council must be submitted in writing to the Community De-

velopment Department and Law Department at least seven (7) days prior to the City Council meeting.

Witness my hand this 20th day of December, 2024.

Tom Scannell, Community Development Director
The City of Independence, Missouri is an Equal Opportunity Employer/Contractor/MFD

Published in the Examiner, Dec 28, 2024

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City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-014 **2R** An ordinance approving a rezoning from Districts I-1 (Industrial), C-2 (General Commercial), and R-12 (Two-Family Residential) to District I-1 (Industrial) for the property at 10900 East Truman Road. **2R**

Recommendations:

Commissioner O'Neill made a motion to recommend approval of the rezoning for 10900 E Truman Rd. A second was made by Commissioner Nesbitt. The Independence Planning Commission voted as follows:

Commissioner Nesbitt – Yes

Commissioner Ferguson – Yes

Commissioner Ashbaugh – Yes

Commissioner O'Neill – Yes

Commissioner Torres – Yes

Commissioner Young – Yes

Commissioner Wiley – Yes

The motion passed, and such application is forwarded to the City Council for its consideration. Staff recommends approval of this application.

Background:**EXECUTIVE SUMMARY:**

A request to rezone the property from I-1 (Industrial), C-2 (General Commercial), and R-12 (Two Family Residential) to I-1 (Industrial).

PROPERTY'S HISTORY:

The majority of the subject site is comprised of non-platted tracts of land. While a small portion of the eastern region of this site was platted in 1923 as part of the Fairmount Highlands subdivision.

The subject site was annexed into the City of Independence, in 1961, as part of Ordinance 14871. In 1965, when the City of Independence adopted the Zoning Ordinance, this property was assigned multiple zoning district classifications: M-1 (Light Manufacturing), C-3 (Commercial), and R-2 (Two-Family Residential). In 1980, when the city updated its Zoning Ordinance, the zoning classifications remained largely unchanged: M-1 (Industrial), C-2 (General Commercial), and R-2 (Two-Family Residential). Most recently, when the city adopted the Unified Development Ordinance, in 2009, the zoning district classification, once again, remained largely unchanged: I-1 (Industrial), C-2 (General Commercial), and R-12 (Two-Family Residential). Since the adoption of the Zoning Ordinance, the zoning district classification of the properties comprising this application have remained consistent.

Missouri Secretary of State records indicate that Ted's Trash Service, Inc. was incorporated in 1970. Jackson County real estate records indicate that Ted's Trash Service, Inc. originally acquired the subject property in 1972. Based on information obtained via public record, the property owner has operated a refuse collection business from this property since 1972.

PROPOSAL:

The applicant has a separate application for a minor subdivision to combine the various tax parcels that comprise the subject site. The application for a minor subdivision (Case #24-330-22) is being processed concurrently with this application for a rezoning.

Due to the amalgamation of zoning district classifications that comprise the proposed single lot, the property owner is required to rezone the entire subject site under one classification, prior to approval of an application for a minor subdivision.

PHYSICAL CHARACTERISTICS OF THE PROPERTY:

The subject site is comprised of ±8.5 acres. The area of the site that fronts Truman Rd consists of two garage bays for vehicle/equipment storage; an office space for customer service; and recycling bins available to the public. This area is paved with concrete, meeting the City's development standard for all parking and loading areas in commercial districts to consist of paved, all-weather surfaces.

The remainder of the site is paved with gravel and/or other aggregate material and includes a gravel drive entrance off Harris Ave. These areas are used for vehicle/equipment storage. Any of these areas that are composed of gravel/aggregate are considered legal non-conforming. Future development will be required to be in full compliance with the development ordinance.

CHARACTERISTICS OF THE AREA:

The subject site is surrounded by a variety of zoning district classifications and property uses, ranging from single family residential to industrial.

South of the subject site, across Truman Road, contains a mixture of commercial establishments and residential dwellings. East of the subject site is the location of a legal nonconforming, multi-family development; the Fairmount Highlands subdivision, containing a mixture of single-family residences, duplexes, a restaurant, licensed tow lot, industrial equipment supplier, and used auto sales lot. West of the subject property houses a tow lot with two licensed tow operators, and a mixture of single-family and duplex residential uses. Lastly to the North of the subject site sits a large, undeveloped, wooded area along with the Pat-Mar Addition comprised of predominantly single-family residences.

Consistency with *Independence for All*, Strategic Plan:

This proposal conforms with Independence for All, Strategic Plan's objective to retain quality employers. Approval of this rezoning supports the applicant and their desired site improvements.

Comprehensive Plan Guiding Land Use Principles for the Current Designation:

Imagine Independence Comprehensive Plan 2040 envisions this property and the surrounding

area to be designated for residential use. Although the proposed rezoning does not conform to future land-use designations, the subject site has been designated a commercial and industrial zoning classification since the adoption of the Zoning Ordinance in 1965.

The guiding principles of Imagine Independence direct the city to, “Promote growth, innovation, investment and opportunity,” in the business & jobs sector. Imagine Independence provides a tool/policy to, “Focus retention on high-performing, capital intensive, existing employers so they may grow in place.”

Sub-Area Plans:

Although the subject site is located within the boundaries of the Downtown Redevelopment Area, this rezoning case falls outside of the scope of said sub-area plan.

Zoning:

The current zoning classification of the subject site is a broad amalgamation of two-family, general commercial and industrial. The proposed rezoning would help to unify the zoning classification in conformity with the current use of the site.

Platting:

The applicant has a separate application for a minor subdivision that is currently being processed administratively. One of the conditions for approval of the application for a minor subdivision (Case #24-330-22) requires the property owner to rezone their property. All lots in Independence must be comprised of one single zoning classification.

Historic and Archeological Sites:

There are no apparent historic or archeological issues with this property.

Public Utilities:

All utilities are present and available to the applicant.

Floodplain/Stream Buffer:

A second order stream bisects the subject site, running generally Northwest. City Code requires stream buffers to be delineated on any plat recorded with Jackson County. As per City Code Sec. 7.05.005.B.2. second order streams are required to have a minimum average buffer width of 105 feet on each side of the stream. Language on the plat (#24-330-22) will be added indicating that there will no land disturbance/grading/development within the boundaries of the required stream buffer.

The second order stream buffer includes a flood zone designated by FEMA. This area has been delineated on the applicant’s plat and has been reviewed by City staff for conformity with all local, State, and Federal requirements.

CIP Investments:

The city does not have any capital improvements projects planned near this area.

Recommendations and decisions on rezoning applications must be based on consideration of all the following criteria:

1. Conformance of the requested zoning with the Comprehensive Plan.

Although Imagine Independence envisions Residential uses for the area, the Tools and Policies direct city staff to, “Focus retention on high-performing, capital intensive, existing employers so they may grow in place.” The approval of this rezoning supports the Tools and Policies outlined in Imagine Independence Comprehensive Plan.

2. Conformance of the requested zoning with any adopted neighborhood or sub-area plans in which the property is located or abuts.

Although the subject site is located within the Downtown Redevelopment Area, the nature of this proposal falls outside of its scope.

3. The compatibility of the proposed zoning with the zoning and use of nearby property, including any overlay zoning.

This area contains a variety of zoning classifications, including legal nonconforming uses—uses that would not be approved under the current version of the Development Code. Industrial uses surround the subject site to the West, Northwest, and East. This proposal is compatible with the current zoning and use of surrounding properties.

4. The compatibility of the proposed zoning and allowed uses with the character of the neighborhood.

The character of the neighborhood includes a variety of zoning classification and uses. The subject site adjoins several industrial uses, as well as residential and commercial. This proposal is consistent with the character of the neighborhood.

5. The suitability of the subject property for the uses to which it has been restricted under the existing zoning regulations.

This proposed rezoning will reduce existing nonconformities of the subject site. The proposed rezoning will allow for future development of the site, aiding in a well-planned community.

6. The length of time the subject property has remained vacant as zoned.

The property has been occupied since the early 1970’s, according to available public records.

7. The extent to which approving the rezoning will detrimentally affect nearby properties.

The rezoning should have no detrimental effect on area properties. The current use adjoins several similar uses, and this property has been operated for several decades already. This proposal will not alter the character of the neighborhood.

8. The gain, if any, to the public health, safety, and welfare due to denial of the application, as compared to the hardship imposed upon the landowner, if any, as a result of denial of the application.

If rezoning is denied, the property cannot be platted according to the applicant's desired plan. Both this application for a rezoning and a subsequent minor subdivision will reduce existing nonconformities of the subject site.

Draft Planning Commission minutes are attached.

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact	Community Development /
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REVIEWERS

Tom Scannell
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Draft Ordinance 25-100-03
2. Rezoning Staff Report
3. Narrative
4. Application
5. Notification Letter
6. Address List
7. Notification Area Map
8. Affidavit
9. Minor Subdivision
10. Comp Plan
11. Zoning Map
12. Planning Commission Meeting Minutes 01-28-25

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A REZONING FROM DISTRICTS I-1 (INDUSTRIAL), C-2 (GENERAL COMMERCIAL), AND R-12 (TWO-FAMILY RESIDENTIAL) TO DISTRICT I-1 (INDUSTRIAL) FOR THE PROPERTY AT 10900 EAST TRUMAN ROAD.

WHEREAS, a request by the property owner to rezone the property located at 10900 East Truman Road from District I-1 (Industrial), C-2 (General Commercial), and R-12 (Two-Family Residential) to District I-1 (Industrial) was referred to the Planning Commission as required by the Unified Development Ordinance; and,

WHEREAS, the Unified Development Ordinance provides for the approval of a rezoning following public hearings by the Planning Commission and City Council; and,

WHEREAS, after due public notice in the manner prescribed by law, the Planning Commission held a public hearing for the consideration of the request on January 28, 2025, and rendered a report to the City Council; and,

WHEREAS, after due public notice in the manner prescribed by law, the City Council held a public hearing and rendered a decision recommending that the rezoning be approved by a vote of 7-0; and,

WHEREAS, in accordance with the Unified Development Ordinance, it was determined that the rezoning was consistent with the review criteria in Section 14-701-02; and,

WHEREAS, no legal protests were signed, acknowledged, and presented for the application.

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

SECTION 1. That the following legally described property is hereby rezoned from District I-1 (Industrial), C-2 (General Commercial), and R-12 (Two-Family Residential) to District I-1 (Industrial) and shall be subject to the regulations of said district:

SEC 4 TWP 49 RNG 32 TH PT OF SW NE 1/4 DAF: BEG 50' N OF SW COR TH E 102.5' TH N 210' TH W 102.5' TH S 210' TO POB

AND

SEC 4 TWP 49 RNG 32; PT OF NE 1/4 DAF: BEG ON N LI TRUMAN RD 50' N AND 102.5' E OF; SW COR TH N 210' TO TR POB DAF: TH W 102.5' TO W LI 1/4 SEC; TH N 405' TH E 102.5' TH S 405' TO POB

AND

SEC 4 TWP 49 RNG 32 BEG 102.5' E OF SW COR TH N 615' TH E 181.5' TH S 615' TH W TH W 181.5' TO POB

AND

FAIRMOUNT HIGHLANDS; LOT 326 AND TH PT SW/4 NE1/4 SEC-04 TWP-49 RNG-32 DAF: BEG; 50' N AND 284' E OF SW COR SD SW NE ON N ROW TRUMAN RD TH E; 145.9' ALG SD ROW TH N 255' TH E 403.02' TO SE COR SD LOT; 326 ON W ROW HARRIS AVE TH N 70' M/L ALG SD ROW TO CEN LI; VAC RR TH NWLY 205' ALG SD CEN LI TH N 149' M/L TO NW COR; LOT 322 SD SUB TH W 400' M/L TH S 615' TO POB

SECTION 2. Nonseverability. All provisions of this ordinance are so essentially, and inseparable connected with, and so dependent upon, each other that no such provision would be enacted without all others. If a court of competent jurisdiction enters a final judgement on the merits that is not subject to appeal and that declares any provision or part of this ordinance void, unconstitutional, or unenforceable, then this ordinance, in its collective entirety, is invalid and shall have no legal effect as of the date of such judgement.

SECTION 3. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this ordinance, as determined by the City Clerk and City Counselor, may be corrected with the endorsement of the City Manager without the need to come before City Council.

SECTION 4. That failure to comply with all the provisions contained in this ordinance shall constitute violations of both this ordinance and Chapter 14, the Unified Development Ordinance, of the Code of the City of Independence, Missouri.

PASSED THIS _____ DAY OF _____, 2025, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

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

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

MEETING DATE: January 28, 2025

STAFF: Gabe Glaser, Planner

PROJECT NAME: Teds Place Rezoning

CASE NUMBER/REQUEST: Continued Case 25-100-03 – Rezoning – 10900 E Truman Rd – A request to rezone the property from I-1 (Industrial), C-2 (General Commercial), and R-12 (Two Family Residential) to I-1 (Industrial).

APPLICANT: Dustin Ferrell

PROPERTY LOCATION: 10900 E Truman Rd

SURROUNDING ZONING/LAND USE:

North: R-12 (Two-Family Residential)Single-Family Residence
I-1 (Industrial)Construction Services; Industrial
Machinery/Equipment Service; Undisturbed Stream Buffer

East: R-12 (Two-Family Residential)Single-Family Residence; Two-Family
Residence (Duplex)
C-2 (General CommercialMulti-Family Residence; City-Owned
Property (Vacant); Single-Family Residence
I-1 (Industrial)Single-Family Residence; Tow Service Business

South: C-2 (General Commercial)Liquor Establishment; Single-Family
Residence
C-3 (Service Commercial)

West: R-12 (Two-Family Residential)Single-Family Residence; Two-Family
Residence (Duplex)
C-2 (General Commercial)Tow Service Business

PUBLIC NOTICE:

- Letters to property owners – January 2, 2025
- Public Notice published in the Independence Examiner – December 28, 2024
- Signs posted on property – January 10, 2025

FURTHER ACTION:

Following action by the Planning Commission, this rezoning request is scheduled for first reading by the City Council on March 3, 2025, and the public hearing/second reading on March 17, 2025.

RECOMMENDATION

Staff recommends **APPROVAL** of this rezoning request.

PROJECT DESCRIPTION & BACKGROUND INFORMATION

PROJECT DESCRIPTION: A rezoning from I-1, C-2 and R-12 to I-1.

Current Zoning: C-2 (General Commercial); R-12 (Two-Family Residential); and I-1 (Industrial)

Proposed Zoning: I-1 (Industrial)

Current Use: Refuse Collection Business

Proposed Use: Refuse Collection Business

Zoning History:

The majority of the subject site is comprised of unplatted tracts of land. While a small portion of the eastern region of this site was platted in 1923 as part of the Fairmount Highlands subdivision.

The subject site was annexed into the City of Independence, in 1961, as part of Ordinance 14871. In 1965, when the City of Independence adopted the Zoning Ordinance, this property was assigned multiple zoning district classifications: M-1 (Light Manufacturing), C-3 (Commercial), and R-2 (Two-Family Residential). In 1980, when the city updated its Zoning Ordinance, the zoning classifications remained largely unchanged: M-1 (Industrial), C-2 (General Commercial), and R-2 (Two-Family Residential). Most recently, when the city adopted the Unified Development Ordinance, in 2009, the zoning district classification, once again, remained largely unchanged: I-1 (Industrial), C-2 (General Commercial), and R-12 (Two-Family Residential). Since the adoption of the Zoning Ordinance, the zoning district classification of the properties comprising this application have remained consistent.

Missouri Secretary of State records indicate that Ted's Trash Service, Inc. was incorporated in 1970. Jackson County real estate records indicate that Ted's Trash Service, Inc. originally acquired the subject property in 1972. Based on information obtained via public record, the property owner has operated a refuse collection business from this property since 1972.

Proposal:

The applicant has a separate application for a minor subdivision, to combine the various tax parcels that comprise the subject site. The application for a minor subdivision (case #24-330-22) is being processed concurrently with this application for a rezoning.

Due to the amalgamation of zoning district classifications that comprise the proposed single lot, the property owner is required to rezone the entire subject site under one classification, prior to approval of an application for a minor subdivision.

Physical Characteristics of Property:

The subject site is comprised of ±8.5 acres. The area of the site that fronts Truman Rd consists of two garage bays for vehicle/equipment storage; an office space for customer service; and recycling bins available to the public. This area is paved with concrete, meeting the City's development standard for all parking and loading areas in commercial districts to consist of paved, all-weather surfaces.

The remainder of the site is paved with gravel and/or other aggregate material and includes a gravel drive entrance off Harris Ave. These areas are used for vehicle/equipment storage. Any of these areas that are composed of gravel/aggregate are considered legal non-conforming. Future development will be required to be in full compliance with the development ordinance.

Characteristics of the Area:

The subject site is surrounded by a variety of zoning district classifications and property uses, ranging from single family residential to industrial.

South of the subject site, across Truman Road, contains a mixture of commercial establishments and residential dwellings. East of the subject site is the location of a legal nonconforming, multi-family development; the Fairmount Highlands subdivision, containing a mixture of single-family residences, duplexes, a restaurant, licensed tow lot, industrial equipment supplier, and used auto sales lot. West of the subject property houses a tow lot with two licensed tow operators, and a mixture of single-family and duplex residential uses. Lastly to the North of the subject site sits a large, undeveloped, wooded area along with the Pat-Mar Addition comprised of predominantly single-family residences.

ANALYSIS**Consistency with *Independence for All*, Strategic Plan:**

This proposal conforms with Independence for All, Strategic Plan's objective to retain quality employers. Approval of this rezoning supports the applicant and their desired site improvements.

Comprehensive Plan Tools and Policies for the Current Designation:

Imagine Independence Comprehensive Plan 2040 envisions this property and the surrounding area to be designated for residential use. Although the proposed rezoning does not conform to future land-use designations, the subject site has been designated a commercial and industrial zoning classification since the adoption of the Zoning Ordinance in 1965.

The guiding principles of Imagine Independence direct the city to, "Promote growth, innovation, investment and opportunity," in the business & jobs sector. Imagine Independence provides a tool/policy to, "Focus retention on high-performing, capital intensive, existing employers so they may grow in place."

Sub-Area Plans:

Although the subject site is located within the boundaries of the Downtown Redevelopment Area, this rezoning case falls outside of the scope of said sub-area plan.

Zoning:

The current zoning classification of the subject site is a broad amalgamation of two-family, general commercial and industrial. The proposed rezoning would help to unify the zoning classification in conformity with the current use of the site.

Platting:

The applicant has a separate application for a minor subdivision that is currently being processed administratively. One of the conditions for approval of the application for a minor subdivision

(#24-330-22) requires the property owner to rezone their property. All lots in Independence must be comprised of one single zoning classification.

Historic and Archeological Sites:

There are no apparent historic or archeological issues with this property.

Public Utilities:

All utilities are present and available to the applicant.

Floodplain/Stream Buffer:

A second order stream bisects the subject site, running generally Northwest. City Code requires stream buffers to be delineated on any plat recorded with Jackson County. As per City Code **Sec. 7.05.005.B.2.** second order streams are required to have a minimum average buffer width of 105 feet on each side of the stream. Language on the plat (#24-330-22) will be added indicating that there will no land disturbance/grading/development within the boundaries of the required stream buffer.

The second order stream buffer includes a flood zone designated by FEMA. This area has been delineated on the applicant's plat and has been reviewed by City staff for conformity with all local, State, and Federal requirements.

CIP Investments:

The city does not have any capital improvements projects planned near this area.

REVIEW CRITERIA

Recommendations and decisions on rezoning applications must be based on consideration of all the following criteria:

1. Conformance of the requested zoning with the Comprehensive Plan.

Although Imagine Independence envisions Residential uses for the area, the Tools and Policies direct city staff to, "Focus retention on high-performing, capital intensive, existing employers so they may grow in place." The approval of this rezoning supports the Tools and Policies outlined in Imagine Independence Comprehensive Plan 2024

2. Conformance of the requested zoning with any adopted neighborhood or sub-area plans in which the property is located or abuts.

Although the subject site is located within the Downtown Redevelopment Area, the nature of this proposal falls outside of its scope.

3. The compatibility of the proposed zoning with the zoning and use of nearby property, including any overlay zoning.

This area contains a variety of zoning classifications, including legal nonconforming uses—uses that would not be approved under the current version of the Development Code. Industrial uses surround the subject site to the West, Northwest, and East. This proposal is compatible with the current zoning and use of surrounding properties.

4. The compatibility of the proposed zoning and allowed uses with the character of the neighborhood.

The character of the neighborhood includes a variety of zoning classification and uses. The subject site adjoins several industrial uses, as well as residential and commercial. This proposal is consistent with the character of the neighborhood.

5. The suitability of the subject property for the uses to which it has been restricted under the existing zoning regulations.

This proposed rezoning will reduce existing nonconformities of the subject site. The proposed rezoning will allow for future development of the site, aiding in a well-planned community.

6. The length of time the subject property has remained vacant as zoned.

The property has been occupied since the early 1970's, according to available public records.

7. The extent to which approving the rezoning will detrimentally affect nearby properties.

The rezoning should have no detrimental effect on area properties. The current use adjoins several similar uses, and this property has been operated for several decades already. This proposal will not alter the character of the neighborhood.

8. The gain, if any, to the public health, safety, and welfare due to denial of the application, as compared to the hardship imposed upon the landowner, if any, as a result of denial of the application.

If rezoning is denied, the property cannot be replatted according to the applicant's desired plan. Both this application for a rezoning and a subsequent minor subdivision will reduce existing nonconformities of the subject site.

EXHIBITS

1. Narrative
2. Application
3. Notification letter
4. Address List
5. Notification Area Map
6. Affidavit
7. Minor Subdivision
8. Comprehensive Plan map
9. Zoning map



LAND SURVEYORS

INDUSTRIAL MEASUREMENT SPECIALISTS

FOUNDER: JAMES P. ANDERSON 1897 — 1948

PROFESSIONAL LAND SURVEYORS

JAMES S. ANDERSON, President
OLIVER S. ANDERSON 1926-1983
ROBERT W. ANDERSON 1924-1965
ROBERT J. ANDERSON
JOHN P. WEBSTER

November 27, 2024

City of Independence, Missouri
Community Development
Planning Department

APPLICANT COVER LETTER

RE: FAIRMOUNT HIGHLANDS, LOT 326 AND PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 49, RANGE 32.

Fairmount Highlands, Lot 326 and part of the Southwest quarter of the Northeast quarter of Section 4, Township 49, Range 32 is a proposed Minor Subdivision Plat located at 10736 East Truman Road, Independence, Jackson County, Missouri.

The subject property currently has a metes and bounds description and is one lot platted. The owner intends to install a carport structure and seeks to combine the entire property to create a single lot to effectively eliminate building setback issues.

The owner also plans to dedicate a stream buffer zone.

The owner seeks to classify the entirety of the property under one single zoning designation.

All infrastructure and utilities are available and active to the subject property.



*The quiet of our estates, in a great measure, depends upon
the faithfulness, understanding, and care of our surveyors.
Virginia Statutes, 1705*



Application Type (check all that apply)

Land Use	Land Subdivision	Site Development	Use Permit	Other
☒ Rezoning ☐ PUD Rezoning	☐ Preliminary Plat ☐ Final Plat ☒ Minor Subdivision	☐ Final Site Plan ☐ Preliminary Dev Plan ☐ Final Dev Plan (PUD)	☐ Special Use ☐ Homebased Business	☐ Admin. Adjustment ☐ Variance ☐ Street Name Change ☐ Special Sign Permit

Project Information and Location

Teds Place
Project Name

10900 E Truman Rd. Independence, MO 64052
Project Address/Location

Sq. Ft. of Building 8.58 Acreage 4 (proposed 1) Yes
Existing Zoning I-1, C-2, R-12 Proposed Zoning I-1 Existing Land Use Trash Hauler Proposed Land Use Trash Hauler

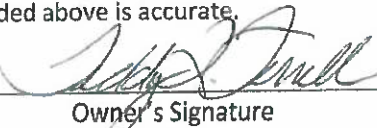
Basic Application Requirements (See the Planning & Zoning Application Guide for additional requirements)

☒ Completed & Signed Application Form ☒ Application Fee ☒ Cover Letter Describing Details of Project	☐ One 24" x 36" set of plans for Land Sub. & Site Dev. ☒ One PDF copy of a plat map or site plan ☐ Legal Description of the property in question
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Contact Information

Applicant		Owner	
Dustin Ferrell	Ted's Trash Service Inc.	Teddy Ferrell	Ted's Trash Service Inc.
Name	Company	Name	Company
10736 E Truman Rd. Independence, MO 64052		10900 E Truman Rd. Independence, MO 64052	
Address		Address	
816-645-4194	dusty@tedstrash.com	816-252-1594 ext 103	dusty@tedstrash.com
Phone	Email	Phone	Email
Architect/Engineer/Surveyor/Other:		Architect/Engineer/Surveyor/Other:	
Russ Bishop	Anderson Survey	Nick Wahl	Wahl Construction
Name	Company	Name	Company
1270 NE Delta School Rd Lee's Summit, MO 64064		103 W 26 Ave STE 240 Kansas City, MO 64116	
Address		Address	
816-246-5050	rb@andersonsurvey.com	816-800-2148	nick@wahlcco.com
Phone	Email	Phone	Email

The applicant hereby agrees that the information provided above is accurate.

Applicant's Signature Date 11-25-24 Owner's Signature Date 11/25/2024

Appendix B - Property Owner Notification Letter

City of Independence, Missouri

Date: 1-2-2025

Case No. 25-100-03

Dear Property Owner:

This letter is to notify you that an application has been submitted for consideration by the Planning Commission and City Council. A full public hearing will be held by the Planning Commission and the City Council will consider new information on the dates and times below.

Proposed Case Type (Check One):

- ☒ Rezoning ☐ Rezoning/PUD ☐ Special Use Permit
☐ Preliminary Development Plan

Proposed project description: Construction of a canopy structure
for Ted's Trash Service Inc.

Applicant: Dusty Ferrell

Location of Property: 10900 E Truman Rd Independence, MO 64052

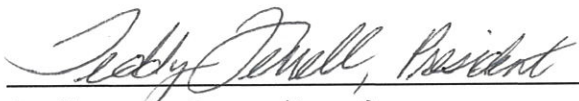
Planning Commission Meeting Date: January 28th, 2025, at 6:00 p.m.

City Council Meeting Date: March 17th, 2025, at 6:00 p.m.

Location of public hearings: City Council Chambers, City Hall
111 E Maple Ave, Independence, Missouri, 64050

All interested persons are invited to attend and will have an opportunity to be heard at the full public hearing (Planning Commission).

REZONINGS ONLY: You may file a protest petition with the Community Development Department. For more information or to get copies of a petition, please contact Planning staff at 816-325-7421.


Applicant (or Owner/Agent)

For more information, contact the Community Development Department at 816-325-7421.

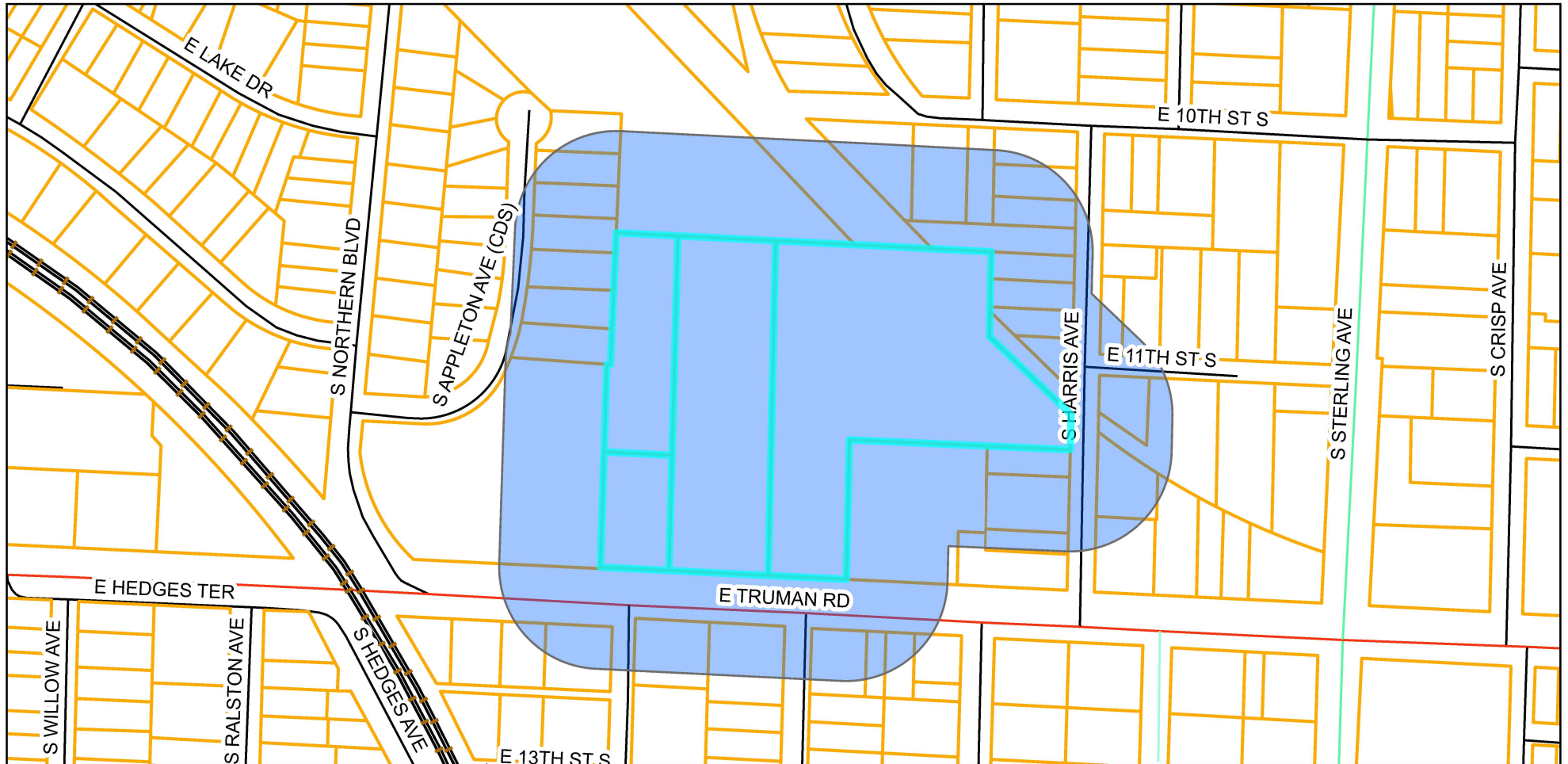
Property Address	Property Owner	Owner Address	City	State	ZIP Code
10736 E TRUMAN RD	TED'S TRASH SERVICE OFFICE LLC	10736 E TRUMAN RD	INDEPENDENCE	MO	64052
1109 S APPLETON AVE	LORBER LIGHT LLC	750 NELSON RANCH RD	CEDAR PARK	TX	78613
1008 S HARRIS AVE	BEAVER TALL PROPERIES LLC	1701 MCKINLEY	KANSAS CITY	MO	64126
1105 S APPLETON AVE	HUFF MICHAEL	16501 E GEORGE FRANKLYN DR	INDEPENDENCE	MO	64055
1101 S APPLETON AVE	HUFF MICHAEL J	16501 E GEORGE FRANKLYN DR	INDEPENDENCE	MO	64055
1014 S HARRIS AVE	MKMM NO 3 LLC	PO BOX 25	INDEPENDENCE	MO	64050
1010 S HARRIS AVE	BUCK PAUL A	P O BOX 520282	INDEPENDENCE	MO	64052
10906 E TRUMAN RD APT 3	LOSTAL ENTERPRISES LLC	401 N 5TH ST	KANSAS CITY	KS	66101
10710 E TRUMAN RD	TED'S TRASH SERVICE OFFICE LLC	10736 E TRUMAN RD	INDEPENDENCE	MO	64052
10900 E TRUMAN RD	TEDS TRASH SERVICE INC	10900 E TRUMAN RD	INDEPENDENCE	MO	64052
801 S NORTHERN BLVD	801-901 SOUTH NORTHERN BOULEVARD LLC	901 S NORTHERN BLVD	INDEPENDENCE	MO	64053
10730 E TRUMAN RD	ITR LLC	1015 S BETHANY ST	KANSAS CITY	KS	66105
1019 S APPLETON AVE	CABRERA JUAN	1019 S APPLETON AVE	INDEPENDENCE	MO	64053
1020 S HARRIS AVE	JOHNSON TALIGAI	1020 HARRIS	INDEPENDENCE	MO	64054
10800 E TRUMAN RD	TED'S TRASH SERVICE OFFICE LLC	10736 E TRUMAN RD	INDEPENDENCE	MO	64052
1108 S HARRIS AVE	SLH LLC	4024 EMERALD ST # 200C	TORRANCE	GA	90503
1017 S APPLETON AVE	HUFF MICHAEL J	16501 E GEORGE FRANKLYN DR	INDEPENDENCE	MO	64055
1022 S HARRIS AVE	JOHNSON TALIGAI PELA	1020 HARRIS	INDEPENDENCE	MO	64054
10903 E 10TH ST S	KERN GREGORY JOHN AND LUANN M	10903 E 10TH ST S	INDEPENDENCE	MO	64054
10907 E 10TH ST S UNIT B	JEAN NELSON LLC	PO BOX 12108 MC068	AUSTIN	TX	78711
10909 E 10TH ST S	LAND TRUST OF JACKSON COUNTY MISSOURI	4035 CENTRAL ST	KANSAS CITY	MO	64111
1006 S HARRIS AVE	KREISEL JEFFERY & MARY	1006 S HARRIS AVE	INDEPENDENCE	MO	64054
1114 S HARRIS AVE	HILLS ELDON R II	1114 S HARRIS	INDEPENDENCE	MO	64054
1107 S HARRIS AVE	ELMORE LANGER CYNTHIA & LANGER ANDREW	11074 E TRUMAN RD	INDEPENDENCE	MO	64052
11103 E 11TH ST S	BURNUP NINA C	1304 W SHORT	INDEPENDENCE	MO	64050
1101 S HARRIS AVE	ERAZO REYNA R	1101 S HARRIS AVE	INDEPENDENCE	MO	64054
1015 S APPLETON AVE	HAROLD JOHN R	1015 S APPLETON AVE	INDEPENDENCE	MO	64053
10805 E TRUMAN RD	MGM PROPERTY GROUP LLC	218 ADDYSTON	PARC SAINT PETERS	MO	63376
10817 E TRUMAN RD	FRYER BRANDON	16514 E MECHANIC AVE	INDEPENDENCE	MO	64050

10901 E TRUMAN RD	WAFIE MAHMOUD AL AND CHOUDHARY FAISAL MAHMOOD	7835 DONNELLY AVE	KANSAS CITY	MO	64138
1002 S HARRIS AVE	MOLINO FRANK J	19510 BUNDSCHU RD	INDEPENDENCE	MO	64056
10909 E TRUMAN RD	MONTALDI ANDREW	5527 WOODLAND LN	FT LAUDERDALE	FL	33312
10725 E TRUMAN RD	FATEH AZAD & OTHMAN ZIYAN	8818 NE 116TH PL	KANSAS CITY	MO	64157
11100 E 11TH ST S	FALTYNOWSKI HAILEY	11100 E 11TH ST S	INDEPENDENCE	MO	64054
10913 E TRUMAN RD	ACOSTA RAFAEL & HERCULES RAMOS MARIA DEL ROSARIO	1706 S POLLARD AVE	INDEPENDENCE	MO	64055
11014 E TRUMAN RD	LANGER RUDY F-TRUSTEE	4939 WARD PKWY	KANSAS CITY	MO	64112
11102 E 11TH ST S	HUMPHREY MAY ANN	11102 E 11TH ST	INDEPENDENCE	MO	64054
10717 E TRUMAN RD	DELA CALZADA SHAUN & TAHNEE	1814 WAIHEE ST	HONOLULU	HI	96817
1013 S APPLETON AVE	NEW EARTH PROPERTIES LLC	31605 E BURGESS RD	BUCKNER	MO	64016
1116 S HARRIS AVE	NEW DIRECTION IRA INC	13952 E MARINA DR APT 311	AURORA	CO	80014
11008 E TRUMAN RD	CITY OF INDEPENDENCE	111 E MAPLE	AVEINDEPENDENCE	MO	64050
10917 E TRUMAN RD	WOODS JIMMY	2001 BENTON BLVD	KANSAS CITY	MO	64127
1000 S HARRIS AVE	BLANKENSHIP CAROL	19510 E BUNDSCHU RD	INDEPENDENCE	MO	64056
11102 E TRUMAN RD	LANGER RUDY & LANGER CINDY	4939 WARD PARKWAY	KANSAS CITY	MO	64112

Notification Area Map

10900 E Truman Rd

#25-100-03



Legend

Parcels

Parcels

Streets

Highway

Local

Major Arterial

Unknown

City Limits

City Limits

0 0.05 0.1 0.2 Miles

Prepared by: Gabe Glaser
Community Development Department

Date Saved: 1/17/2025 10:53 AM

Appendix C - Property Owner Notification Affidavit

STATE OF MISSOURI

COUNTY OF JACKSON

Case No. 25-100-03

I, Teddy Ferrell, of lawful age being first duly sworn upon oath, state:

That I am the (agent, owner, attorney) for the property for which the application was filed and did, not later than fifteen (15) days prior to the date of the public hearing scheduled before the Planning Commission, mail notices to all persons owning property within 185 feet of the subject property. **The list of property owners to whom notice has been mailed is attached.**

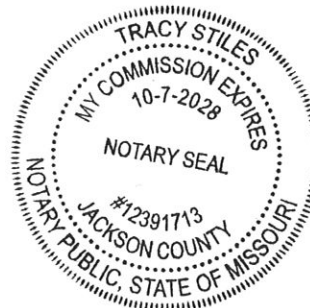
These notices were mailed on the 2 day of January, 2025.

Teddy Ferrell *President*
Signature of Agent, Owner or Attorney

Subscribed and sworn to before me this 2 day of January, 2025

Tracy Stiles
Notary Public

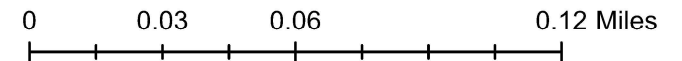
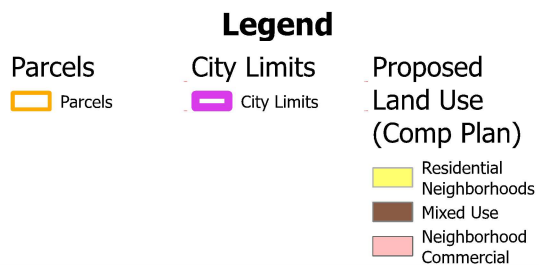
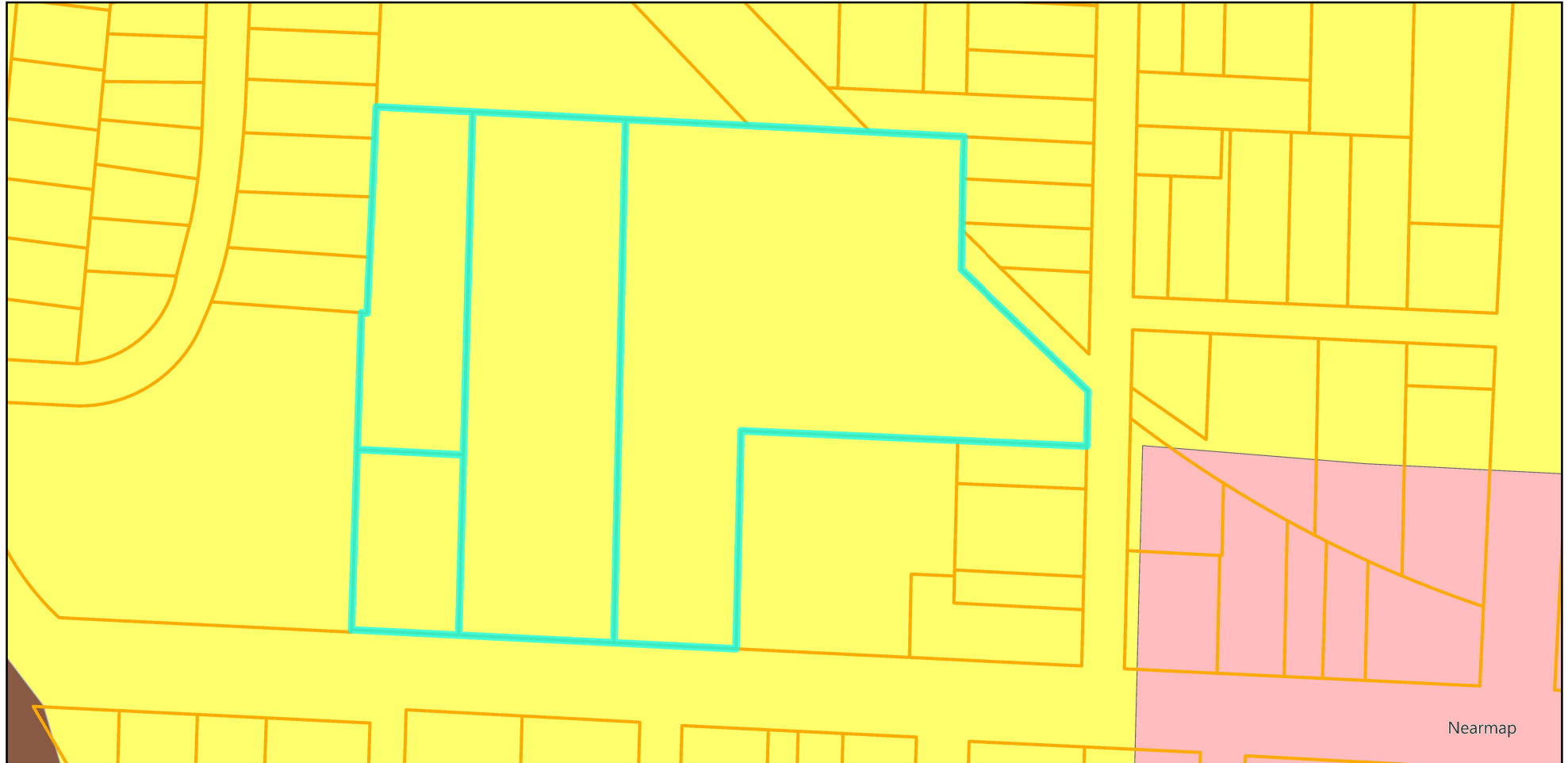
10/7/2028
Commission Expiration Date



Comprehensive Plan

10900 E Truman Rd

#25-100-03

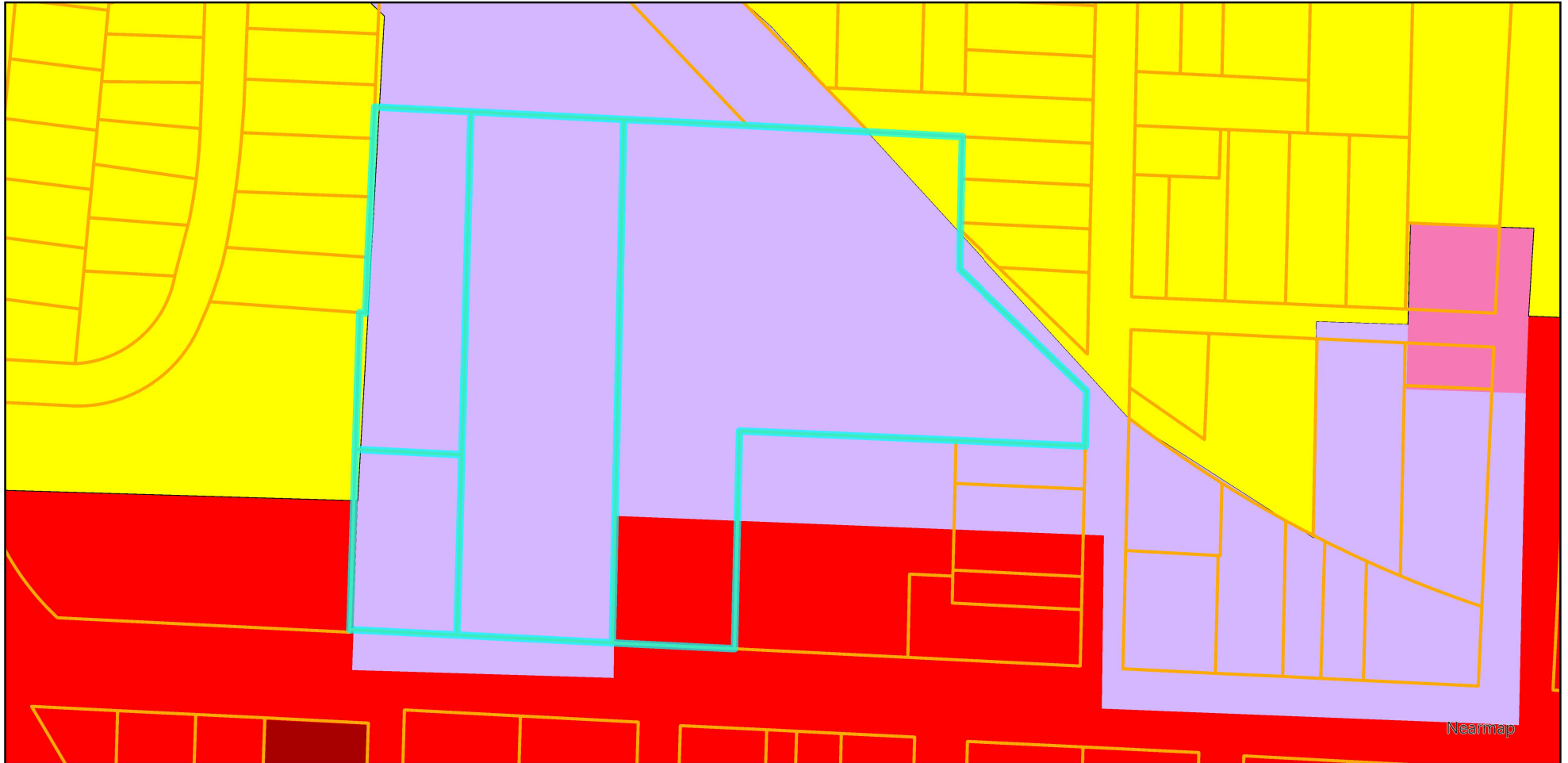


Prepared by: Gabe Glaser
Community Development Department
Date Saved: 1/17/2025 10:53 AM

Zoning Map

10900 E Truman Rd

#25-100-03



Legend		
Parcels	City Limits	Zoning District
 Parcels	 City Limits	 C-1
		 C-2
		 C-3
		 I-1
		 R-12
		 R-18/PUD

0 0.03 0.06 0.12 Miles

Prepared by: Gabe Glaser
 Community Development Department
 Date Saved: 1/17/2025 10:53 AM



Planning Commission Minutes

January 28, 2025 6:00 PM

City Hall, 111 E. Maple Avenue (Ground Floor), Council Chambers

CALL TO ORDER

A meeting of the Planning Commission was held at 6:00 PM on 1/28/2025, in the 111 E Maple Avenue, Independence, MO 64050. The meeting was called to order.

ROLL CALL

Upon roll call, the following members were present - Laurie Dean Wiley, Eric Ashbaugh, Edward Nesbitt, Dan O'Neill, Virginia Ferguson, Jose Torres, Michael Young. Absent - .

CONSENT AGENDA

The Consent Agenda consists of routine items of business to be acted upon by the Planning Commission with little or no public discussion. The staff or committee recommendation for each item is included in the Planning Commission packet. Any item may be removed by a commissioner or staff member to become part of the regular agenda.

Commissioner Nesbitt requested to pull case 24-320-06 off the Consent Agenda.

1. Planning Commission Minutes – January 14, 2025

Motion

Commissioner Edward Nesbitt made a motion to approve the Consent Agenda. Commissioner Jose Torres seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

2. Case 24-320-06 – Final Plat – Timber Creek Ranch, 5th Plat – A request for approval of a Final Plat generally located north of Bundschu and Old Mill Road.

Commissioner Comments

In response to Commissioner Nesbitt's question, Mr. Harker explained that the reason the plat looks different is because the preliminary plat phase lines changed.

Motion

Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Jose Torres seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

PUBLIC HEARINGS

1. **Continued Case 25-100-03 – Rezoning – 10900 E Truman Rd** – A request to rezone the property from I-1 (Industrial), C-2 (General Commercial), and R-12 (Two Family Residential) to I-1 (Industrial).

Staff Presentation

Gabe Glaser presented the case. Mr. Glaser presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses.

In response to Commissioner Nesbitt's question, Mr. Glaser reviewed the stream buffer and water detention requirements.

Applicant Comments

Dustin Ferrell, 26917 E Flynn Rd, stated they would like an awning for their trucks and to complete this project, they need to combine these properties.

Public Comments

No public comments.

Motion

Commissioner Dan O'Neill made a motion to approve the case. Commissioner Edward Nesbitt seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

2. **Case 25-100-06 – Rezoning – 336 N. Hocker Ave** – A request to rezone the property from I-1 (Industrial) to R-6 (Single Family Residential).

Staff Presentation

Brian Harker presented the case. Mr. Harker presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses. Mr. Harker noted the applicant was unable to attend.

In response to Commissioner Ashbaugh's question, Mr. Harker stated Municipal Services would determine if any curbing needs to be extended.

In response to Commissioner Nesbitt's question, Mr. Harker stated the house is currently categorized as a dangerous building. He further noted that the applicant must obtain a permit to address this issue, in addition to rezoning.

Public Comments

No public comments.

Motion

Commissioner Eric Ashbaugh made a motion to approve the case. Commissioner Virginia Ferguson seconded the motion. The motion was approved Yes 6, No 0, Abstained 1.

ROUNDTABLE - NEXT MEETING FEBRUARY 11, 2025

ADJOURNMENT

The meeting was adjourned at 6:30 p.m.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

A public hearing for the application to rezone the property at 336 N. Hocker Avenue from I-1, Industrial, to R-6, Single Family Residential. ***New Information Only.***

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

Department / Contact	Community Development /
---------------------------------	-------------------------

REVIEWERS

Tom Scannell
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. 1-28-25 Public Notice Proof

INTERIM AD DRAFT

This is the proof of your ad scheduled to run in **Examiner** on the dates indicated below. If changes are needed, please contact us prior to deadline at **(816) 254-8600**.

Notice ID: aqr8OllskajXxJYeLQIn | **Proof Updated: Jan. 07, 2025 at 11:22am CST**
Notice Name: PC 01.28.2025

This is not an invoice. Below is an estimated price, and it is subject to change. You will receive an invoice with the final price upon invoice creation by the publisher.

FILER

Je'nai Moulon
jmoulon@indepmo.org
(816) 325-7109

FILING FOR

Examiner

Columns Wide:	1	Ad Class: Legals
Total Column Inches:	6.76	
Number of Lines:	54	

01/11/2025: Other	91.29
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Subtotal	\$91.29
Tax	\$0.00
Processing Fee	\$0.00
Total	\$91.29

See Proof on Next Page

Notice of Public Hearing

Notice is hereby given that a public hearing will be held by the Independence City **Planning Commission** at 6 p.m., Tuesday, January 28, 2025, and by the Independence **City Council** at 6 p.m., Monday, March 17, 2025, in the Independence City Hall City Council Chambers (lower level, north entrance) 111 E. Maple Avenue, in Independence, Missouri on the following matter(s):

Case 25-100-06 – Rezoning – 336 N. Hocker Avenue - A request by Yogi Gupta to rezone the property from I-1 (Industrial) to R-6 (Single-Family Residential).

The Planning Commission will conduct full public hearing on this application. The City Council will only hear new information that was not presented at the Planning Commission's public hearing if such facts were not reasonably available at the time of the Planning Commission hearing. Any new information proposed to be presented to the City Council must be submitted in writing to the Community Development Department and Law Department at least seven (7) days prior to the City Council meeting.

Witness my hand this 7th day of January, 2025.

Tom Scannell, Community Development Director
The City of Independence, Missouri is an Equal Opportunity Employer/Contractor/MFD

One Insertion: January 11, 2025

Published in the Examiner, Jan 11, 2025

#####

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-015 **2R** An ordinance approving a rezoning from District I-1 (Industrial) to District R-6 (Single-Family Residential) for the property at 336 N. Hocker Avenue. **2R**

Recommendations:

Commissioner Ashbaugh made a motion to recommend approval of the rezoning for 336 N. Hocker Avenue. A second was made by Commissioner Ferguson. The Independence Planning Commission voted as follows:

Commissioner Nesbitt – Yes

Commissioner Ferguson – Yes

Commissioner Ashbaugh – Yes

Commissioner Wiley – Yes

Commissioner O'Neill – Abstain

Commissioner Torres – Yes

Commissioner Young – Yes

The motion passed, and such application is forwarded to the City Council for its consideration. Staff recommends approval of this application.

Background:**EXECUTIVE SUMMARY:**

A request by the City of Independence to rezone the property located at 336 N. Hocker Avenue from I-1 (Industrial) to R-6 (Single-Family Residential).

PROPERTY'S HISTORY:

In 1868, the property to be rezoned was platted as part of Johnsons 2nd Addition. It contains the north 45 feet of Lot 3 and the south 30 feet of Lot 5. The property was annexed by the City of Independence in 1851.

At the time Independence adopted its Zoning District Map (Ordinance No. 1132) in 1965, the property was designated M-1 (Industrial). In 2009, when the City adopted its Unified Development Ordinance (Ordinance No. 17339), this property was relabeled I-1 (Industrial).

PROPOSAL:

Yogi Gupta seeks to rezone the property at 336 N. Hocker Avenue to R-6 (Single-Family Residential) to rehabilitate a structure designed as a single-family home. It will better conform with the existing land use and character of the surrounding neighborhood.

PHYSICAL CHARACTERISTICS OF THE PROPERTY:

The small, dilapidated, pre-World War II house, deeper than it is wide, sets on an embankment west of a steep Hocker Avenue sloping down to the south. The only other house in the immediate vicinity is across the street to the northeast. About one-half block to the north is a

cluster of homes zoned I-1 (Industrial) as well.

CHARACTERISTICS OF THE AREA:

Residences in this neighborhood vary in era from the 1920's to 1960's. The single-family homes to the north are mostly small and of similar size. The apartment complex to the south dates from the early 1970's.

Consistency with *Independence for All*, Strategic Plan:

This proposal conforms with Independence for All, Strategic Plan's objective, "Stabilize and revitalize neighborhoods."

Comprehensive Plan Tools and Policies for the Current Designation:

Imagine Independence Comprehensive Plan 2040 envisions the area to be designated for Residential uses. The relevant 'Tool and Policies' is, "Identify areas within established neighborhoods where infill development would be appropriate."

Sub-Area Plans:

This property is not located within any sub-area plan.

Zoning:

The proposed R-6 (Single-Family Residential) zoning classification allows for single-family dwellings and various other uses (schools, churches, government facilities, cemeteries, home-based daycare, agriculture and others with conditions). Whereas, the existing I-1 (Industrial) zoning allows for warehousing, wholesaling, vehicle repair, small engine repair, vehicle storage, office use, government facilities, utilities and manufacturing. The size of the lot would not be conducive for industrial type buildings, site configurations and uses.

Historic and Archeological Sites:

There are no apparent historic or archeological issues with this property.

Public Utilities:

All utilities are available in the near-by right-of-way and easements.

Access and Driveway:

The property has a nonconforming gravel driveway that has been covered by soil and grass. The rehabilitated house will need a new paved driveway.

Floodplain/Stream Buffer:

There are no federal flood plains or city designated stream buffers in the area of the rezoning.

CIP Investments:

There are no CIP Investments planned for this area at this time.

Recommendations and decisions on rezoning applications must be based on consideration of all the following criteria:

1. Conformance of the requested zoning with the Comprehensive Plan.

The Comprehensive Plan envisions Residential Established Neighborhood for the area. The relevant 'Tool and Policies' is, "Identify areas within established neighborhoods where infill development would be appropriate." Staff feels single-family residential zoning is appropriate given the development pattern of the area.

2. Conformance of the requested zoning with any adopted neighborhood or sub-area plans in which the property is located or abuts.

The property is not within a sub-area plan area.

3. The compatibility of the proposed zoning with the zoning and use of nearby property, including any overlay zoning.

There are nearby single-family homes to the north and northeast.

4. The compatibility of the proposed zoning and allowed uses with the character of the neighborhood.

The proposed R-6 zoning is compatible with the area's existing housing stock.

5. The suitability of the subject property for the uses to which it has been restricted under the existing zoning regulations.

The I-1 zoning is not compatible with existing housing stock and uses in the area. Further, the size of the lot would not be conducive for industrial type buildings, site configurations and uses.

6. The length of time the subject property has remained vacant as zoned.

The property has been vacant for three years.

7. The extent to which approving the rezoning will detrimentally affect nearby properties.

The rezoning should not have a detrimental effect on area properties.

8. The gain, if any, to the public health, safety, and welfare due to denial of the application, as compared to the hardship imposed upon the landowner, if any, as a result of denial of the application.

If rezoning is denied, the property owner will not be able to rehabilitate this property. The lot is small, and the design of the small structure is not appropriate for industrial uses.

Draft Planning Commission minutes are attached.

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact	Community Development /
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REVIEWERS

Tom Scannell
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Draft Ordinance 25-100-06
2. Rezoning Staff Report 25-100-06
3. Narrative
4. Application
5. Notification Letter
6. Notification Addresses
7. Notification Area Map
8. Affidavit
9. Aerial Photograph
10. Comprehensive Plan
11. Zoning Map
12. Planning Commission Meeting Minutes 01-28-25

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A REZONING FROM DISTRICT I-1 (INDUSTRIAL) TO DISTRICT R-6 (SINGLE-FAMILY RESIDENTIAL) FOR THE PROPERTY AT 336 N. HOCKER AVENUE.

WHEREAS, a request by the property owner to rezone the property located at 336 N. Hocker Avenue from District I-1 (Industrial) to District R-6 (Single-Family Residential) was referred to the Planning Commission as required by the Unified Development Ordinance; and,

WHEREAS, the Unified Development Ordinance provides for the approval of a rezoning following public hearings by the Planning Commission and City Council; and,

WHEREAS, after due public notice in the manner prescribed by law, the Planning Commission held a public hearing for the consideration of the request on January 28, 2025, and rendered a report to the City Council; and,

WHEREAS, after due public notice in the manner prescribed by law, the City Council held a public hearing and rendered a decision recommending that the rezoning be approved by a vote of 6-0 and 1 abstention; and,

WHEREAS, in accordance with the Unified Development Ordinance, it was determined that the rezoning was consistent with the review criteria in Section 14-701-02; and,

WHEREAS, no legal protests were signed, acknowledged, and presented for the application.

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

SECTION 1. That the following legally described property is hereby rezoned from District I-1 (Industrial) to District R-6 (Single-Family Residential) and shall be subject to the regulations of said district:

JOHNSONS 2ND; N 45' LOT 3 AND S 30' LOT 5

SECTION 2. Nonseverability. All provisions of this ordinance are so essentially, and inseparable connected with, and so dependent upon, each other that no such provision would be enacted without all others. If a court of competent jurisdiction enters a final judgement on the merits that is not subject to appeal and that declares any provision or part of this ordinance void, unconstitutional, or unenforceable, then this ordinance, in its collective entirety, is invalid and shall have no legal effect as of the date of such judgement.

SECTION 3. Scrivener's Errors. Typographical errors and other matters of a similar

nature that do not affect the intent of this ordinance, as determined by the City Clerk and City Counselor, may be corrected with the endorsement of the City Manager without the need to come before City Council.

SECTION 4. That failure to comply with all the provisions contained in this ordinance shall constitute violations of both this ordinance and Chapter 14, the Unified Development Ordinance, of the Code of the City of Independence, Missouri.

PASSED THIS _____ DAY OF _____, 2025, BY THE CITY COUNCIL
OF THE CITY OF INDEPENDENCE, MISSOURI.

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

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

MEETING DATE: January 28, 2025

STAFF: Brian L. Harker, Senior Planner

PROJECT NAME: Yogi Gupta Rezoning

CASE NUMBER/REQUEST: **Case 25-100-06 – Rezoning – 336 N. Hocker Ave** – A request to rezone the property from I-1 (Industrial) to R-6 (Single Family Residential).

APPLICANT: Yogi Gupta

PROPERTY LOCATION: 336 N. Hocker Avenue

SURROUNDING ZONING/LAND USE:

- North:** I-1 (Industrial)...vacant lots
South: R-18/PUD (Moderate Density Residential/Planned Unit Development)...apartment complex
East: I-1 (Industrial) and R-18/PUD (Moderate Density Residential/Planned Unit Development)...single-family home and apartment complex
West: I-1 (Industrial) and R-18/PUD (Moderate Density Residential/Planned Unit Development)...city park and apartment complex

PUBLIC NOTICE:

- Letters to property owners – January 10, 2025
- Public Notice published in the Independence Examiner – January 11, 2025
- Signs posted on property – January 10, 2025

FURTHER ACTION:

Following action by the Planning Commission, this rezoning request is scheduled for first reading by the City Council on March 3, 2025 and the public hearing/second reading on March 17, 2025.

RECOMMENDATION

Staff recommends **APPROVAL** of this rezoning request.

PROJECT DESCRIPTION & BACKGROUND INFORMATION

PROJECT DESCRIPTION: A rezoning for this property from I-1 (Industrial) to R-6 (Single-Family Residential Low Density).

Current Zoning:	I-1 (Industrial)	Proposed Zoning:	R-6 (Single-Family Residential)
Current Use:	Vacant House		
Proposed Uses:	Restored Residence		

Zoning History:

In 1868, the property to be rezoned was platted as part of Johnsons 2nd Addition. It contains the north 45 feet of Lot 3 and the south 30 feet of Lot 5. The property was annexed by the City of Independence in 1851.

At the time Independence adopted its Zoning District Map (Ordinance No. 1132) in 1965, the property was designated M-1 (Industrial). In 2009, when the City adopted its Unified Development Ordinance (Ordinance No. 17339), this property was relabeled I-1 (Industrial).

Proposal:

Yogi Gupta seeks to rezone the property at 336 N. Hocker Avenue to R-6 (Single-Family Residential) to rehabilitate a structure designed as a single-family home. It will better conform with the existing land use and character of the surrounding neighborhood.

Physical Characteristics of Property:

The small, dilapidated, pre-World War II house, deeper than it is wide, sets on an embankment west of a steep Hocker Avenue sloping down to the south. The only other house in the immediate vicinity is across the street to the northeast. About one-half block to the north is a cluster of homes zoned I-1 (industrial) as well.

Characteristics of the Area:

Residences in this neighborhood vary in era from the 1920's to 1960's. The single-family homes to the north are mostly small and of similar size. The apartment complex to the south dates from the early 1970's.

ANALYSIS

Consistency with *Independence for All*, Strategic Plan:

This proposal conforms with Independence for All, Strategic Plan's objective, "Stabilize and revitalize neighborhoods."

Comprehensive Plan Tools and Policies for the Current Designation:

Imagine Independence Comprehensive Plan 2040 envisions the area to be designated for Residential uses. The relevant 'Tool and Policies' is, "Identify areas within established neighborhoods where infill development would be appropriate."

Sub-Area Plans:

This property is not located within any sub-area plan.

Zoning:

The proposed R-6 (Single-Family Residential) zoning classification allows for single-family dwellings and various other uses (schools, churches, government facilities, cemeteries, home-based daycare, agriculture and others with conditions). Whereas, the existing I-1 (Industrial) zoning allows for warehousing, wholesaling, vehicle repair, small engine repair, vehicle storage, office use, government facilities, utilities and manufacturing. The size of the lot would not be conducive for industrial type buildings, site configurations and uses.

Historic and Archeological Sites:

There are no apparent historic or archeological issues with this property.

Public Utilities:

All utilities are available in the near-by right-of-way and easements.

Access and Driveway:

The property has a nonconforming gravel driveway that has been covered by soil and grass. The rehabilitated house will need a new paved driveway.

Floodplain/Stream Buffer:

There are no federal flood plains or city designated stream buffers in the area of the rezoning.

CIP Investments:

There are no CIP Investments planned for this area at this time.

REVIEW CRITERIA

Recommendations and decisions on rezoning applications must be based on consideration of all the following criteria:

1. Conformance of the requested zoning with the Comprehensive Plan.

The Comprehensive Plan envisions Residential Established Neighborhood for the area. The relevant 'Tool and Policies' is, "Identify areas within established neighborhoods where infill development would be appropriate." Staff feels single-family residential zoning is appropriate given the development pattern of the area.

2. Conformance of the requested zoning with any adopted neighborhood or sub-area plans in which the property is located or abuts.

The property is not within a sub-area plan area.

3. The compatibility of the proposed zoning with the zoning and use of nearby property, including any overlay zoning.

There are nearby single-family homes to the north and northeast.

4. The compatibility of the proposed zoning and allowed uses with the character of the neighborhood.

The proposed R-6 zoning is compatible with the area's existing housing stock.

5. The suitability of the subject property for the uses to which it has been restricted under the existing zoning regulations.

The I-1 zoning is not compatible with existing housing stock and uses in the area. Further, the size of the lot would not be conducive for industrial type buildings, site configurations and uses.

6. The length of time the subject property has remained vacant as zoned.

The property has been vacant for three years.

7. The extent to which approving the rezoning will detrimentally affect nearby properties.

The rezoning should not have a detrimental effect on area properties.

8. The gain, if any, to the public health, safety, and welfare due to denial of the application, as compared to the hardship imposed upon the landowner, if any, as a result of denial of the application.

If rezoning is denied, the property owner will not be able to rehabilitate this property. The lot is small, and the design of the small structure is not appropriate for industrial uses.

EXHIBITS

1. Narrative
2. Application
3. Notification letter
4. Address List
5. Notification Area Map
6. Aerial Photograph
7. Affidavit
8. Comprehensive Plan map
9. Zoning map

we purchased the house from a
wholesaler & looks like it was vacant
for more than allowable period.

The property was grandfathered as
it & now it is II.

request you to rezone.

A handwritten signature in cursive script, featuring a large, stylized initial 'G' followed by a horizontal line.

Application Type (check all that apply)

Land Use	Land Subdivision	Site Development	Use Permit	Other
☐ Rezoning ☐ PUD Rezoning	☐ Preliminary Plat ☐ Final Plat ☐ Minor Subdivision	☐ Final Site Plan ☐ Preliminary Dev Plan ☐ Final Dev Plan (PUD)	☐ Special Use ☐ Homebased Business ☐ Short-Term Rental	☐ Admin. Adjustment ☐ Variance ☐ Street Name Change ☐ Special Sign Permit

Project Information and Location

Project Name: 336 Hoecker

Project Address/Location: 336 Hoecker Ave., Independence, mo.

Sq. Ft. of Building: 800 sq Acreage: 1 Number of Lots/Tracts: 1 Steam Buffer (Yes or No):

Existing Zoning: I1 Proposed Zoning: RG Existing Land Use: Vacant SFR Proposed Land Use: SFR

Basic Application Requirements (See the Planning & Zoning Application Guide for additional requirements)

☐ Completed & Signed Application Form ☐ Application Fee ☐ Cover Letter Describing Details of Project	☐ One 24" x 36" set of plans for Land Sub. & Site Dev. ☐ One PDF copy of a plat map or site plan ☐ Legal Description of the property in question
---	---

Contact Information

Applicant		Owner	
Name	Company	Name	Company
<u>Yogi Gupta</u>			
<u>18324 Conner St. O.P.K.S. - 66223</u>			
Address		Address	
<u>913-271-7330</u>		<u>sgpmanagementllc@gmail.com</u>	
Phone	Email	Phone	Email
<u>OSH'S CONSTRUCTION @gmail.com</u>			
Architect/Engineer/Surveyor/Other:		Architect/Engineer/Surveyor/Other:	
Name	Company	Name	Company
Address		Address	
Phone	Email	Phone	Email

The applicant hereby agrees that the information provided above is accurate.

Applicant's Signature: [Signature] Date: 12/4/24

Owner's Signature: _____ Date: _____

Appendix B - Property Owner Notification Letter

City of Independence, Missouri

Date: 01/10/2025

Case No. #25-100-06

Dear Property Owner: CITY OF INDEPENDENCE

This letter is to notify you that an application has been submitted for consideration by the Planning Commission and City Council. A full public hearing will be held by the Planning Commission and the City Council will consider new information on the dates and times below.

Proposed Case Type (Check One):

- ☐ Rezoning ☐ Rezoning/PUD ☐ Special Use Permit
☐ Preliminary Development Plan

Proposed project description: Converting commercial property into a residential property

Applicant: 22 CENTURY INVESTMENTS LLC

Location of Property: 336 N HOCKER AVE INDEPENDENCE, MO 64050

Planning Commission Meeting Date: January 28, 2025 at 6:00 p.m.

City Council Meeting Date: March 17, 2025, at 6:00 p.m.

Location of public hearings: City Council Chambers, City Hall
111 E Maple Ave, Independence, Missouri, 64050

All interested persons are invited to attend and will have an opportunity to be heard at the full public hearing (Planning Commission).

REZONINGS ONLY: You may file a protest petition with the Community Development Department. For more information or to get copies of a petition, please contact Planning staff at 816-325-7421.

Yogendra Gupta

Applicant (or Owner/Agent)

For more information, contact the Community Development Department at 816-325-7421.

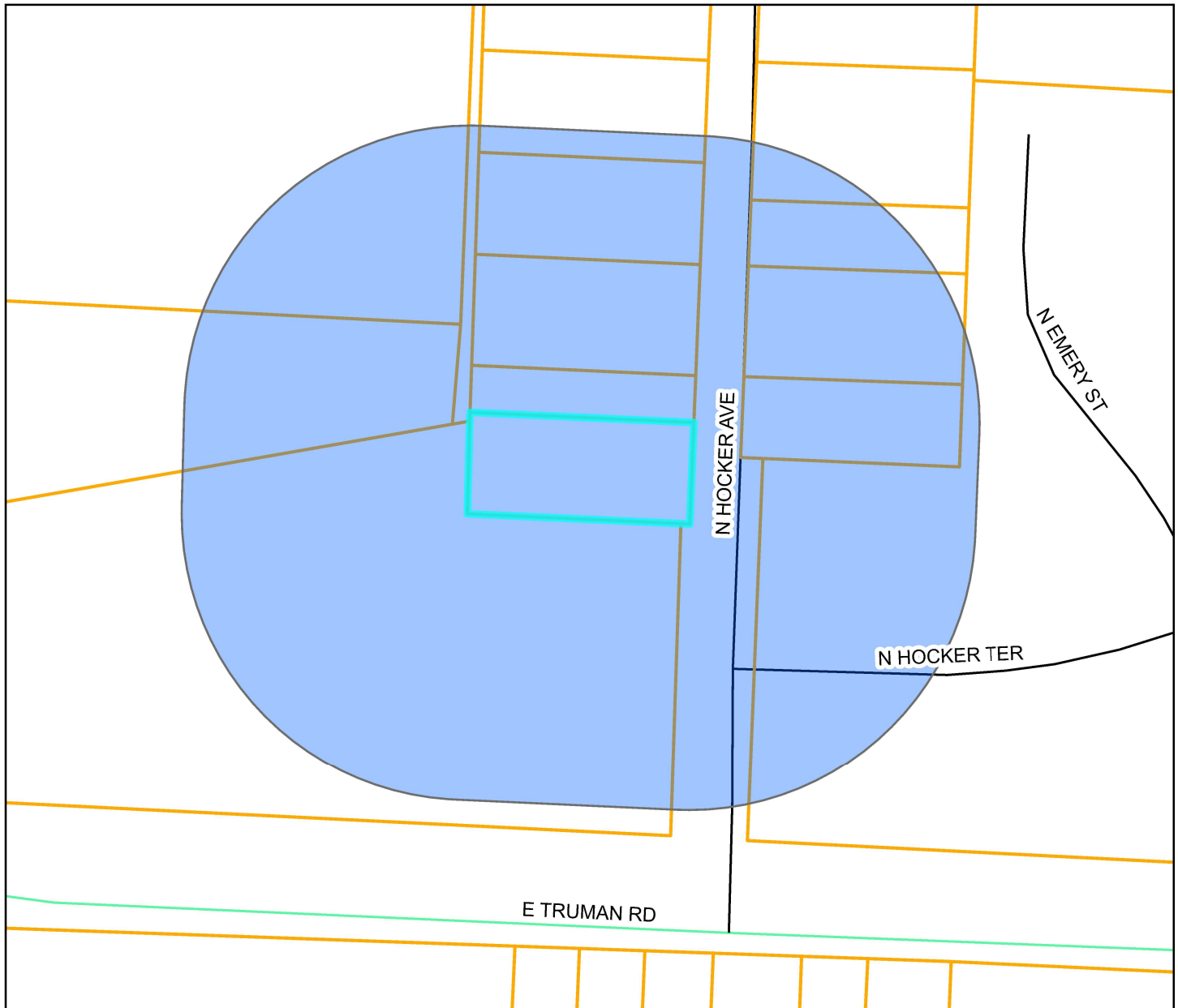
Property Address	Property Owner	Owner Address	City	State	ZIP Code
414 N EMERY ST	INDEPENDENCE HOUSING AUTHORITY	210 S PLEASANT ST APT 112	INDEPENDENCE	MO	64050
336 N HOCKER AVE	22 CENTURY INVESTMENTS LLC	7500 W 151ST ST STE 23201	OVERLAND PARK	KS	66283
323 N HOCKER AVE	KL INVESTMENT PROPERTIES LLC	1140 S DODGION AVE	INDEPENDENCE	MO	64050
400 N HOCKER AVE	CITY OF INDEPENDENCE	111 E MAPLE	AVEINDEPENDENCE	MO	64050
401 N HOCKER AVE	LAND TRUST OF JACKSON COUNTY MISSOURI	4035 CENTRAL ST	KANSAS CITY	MO	64111
414 N HOCKER AVE	CHRISMAN GEORGE W III	424 N HOCKER ST	INDEPENDENCE	MO	64050
501 N DODGION AVE	TRUMAN HERITAGE HABITAT FOR HUMANITY INC	505 N DODGION	INDEPENDENCE	MO	64050
338 N HOCKER AVE	REDMOND YVONNE P	2006 PARK TOWER DR	KANSAS CITY	MO	64126



185ft Notification Area

336 N Hocker Ave

#25-100-06



Legend

Parcels

Orange line Parcels

Streets

Black line Local

Green line Major Arterial

City Limits

Purple rectangle City Limits

Blue rectangle 185ft Notification Area

0 0.02 0.04 0.07 Miles

Prepared by: Gabe Glaser

Community Development Department

Date Saved: 1/8/2025 3:10 PM

Appendix C - Property Owner Notification Affidavit

STATE OF MISSOURI

COUNTY OF JACKSON

Case No. 25-KD-06

Yogi Lupate, of lawful age being first duly sworn upon oath, state:

That I am the (agent, owner, attorney) for the property for which the application was filed and did, not later than fifteen (15) days prior to the date of the public hearing scheduled before the Planning Commission, mail notices to all persons owning property within 505 feet of the subject property. **The list of property owners to whom notice has been mailed is attached.**

These notices were mailed on the 9th day of January, 2025


Signed by (Agent, Owner or Attorney)

Subscribed and sworn to before me this 23rd day of January, 2025


Notary Public

02/09/28
Commission Expiration Date



181P-22

Community Development Front Counter Map



9/13/2023, 3:03:51 PM

Addresses

ParcelViewer - Tax

Zoning District

1-1

R-18/PUD

R-6

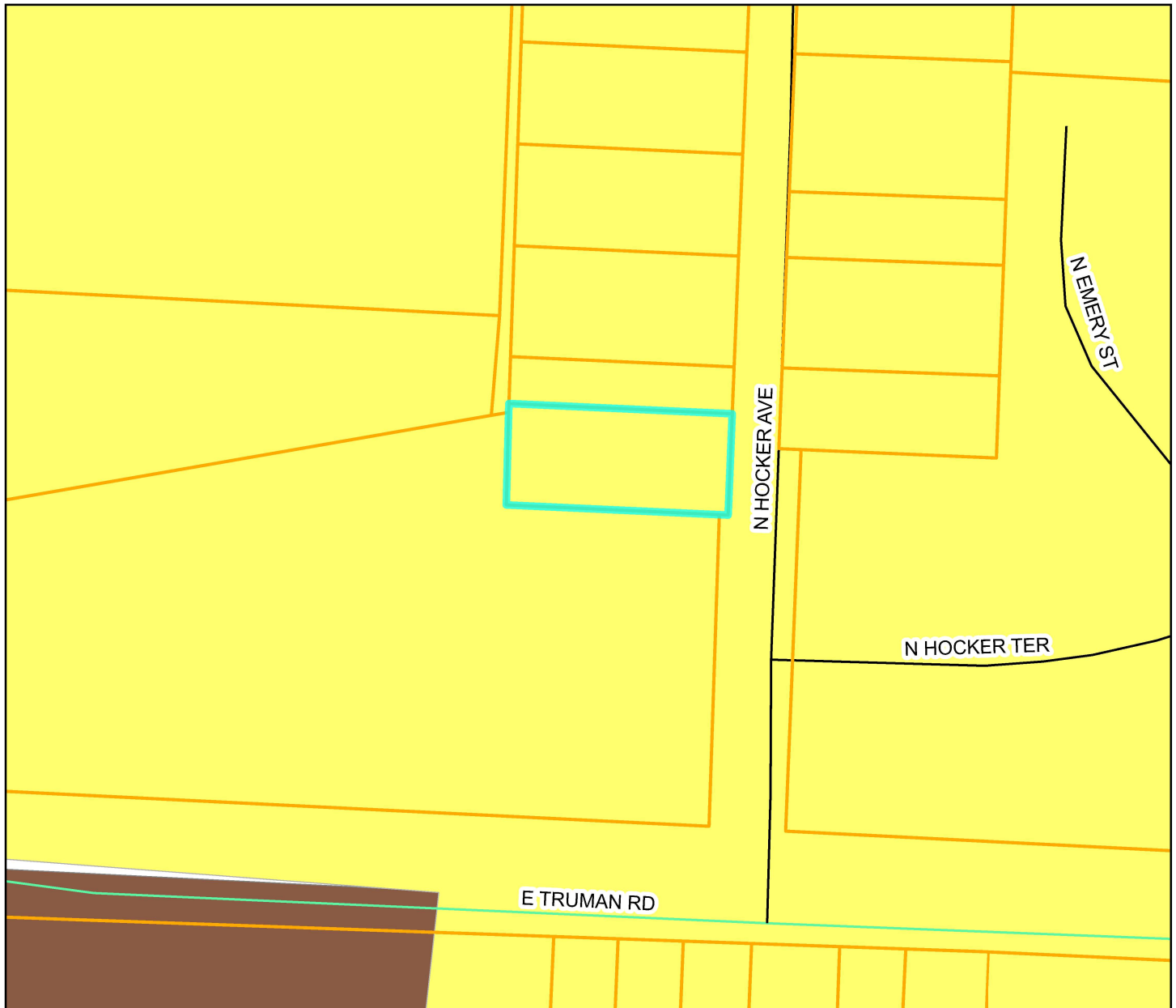
Municipal Boundaries 2023

1:564

Comprehensive Plan

336 N Hocker Ave

#25-100-06



Legend

Parcels

 Parcels

Streets

 Local

 Major Arterial

City Limits

 City Limits

Proposed Land Use (Comp Plan)

 Residential Neighborhoods

 Mixed Use

0 0.02 0.04 0.07 Miles

Prepared by: Gabe Glaser

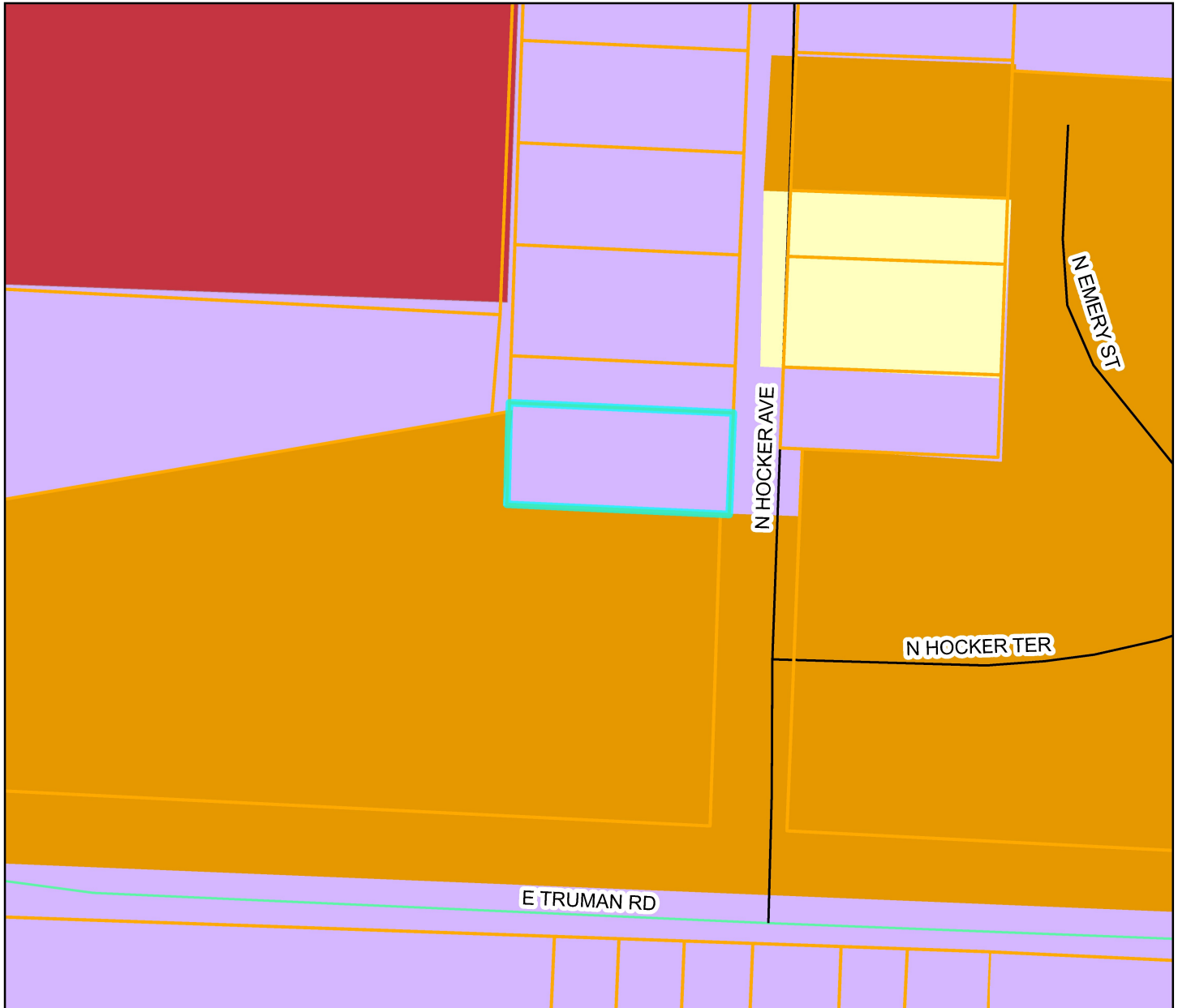
Community Development Department

Date Saved: 1/17/2025 11:15 AM

Zoning Map

336 N Hocker Ave

#25-100-06



Legend

Parcels

Parcels

Streets

Local

Major Arterial

City Limits

City Limits

Zoning District

I-1

R-18/PUD

R-6

Service Commercial/
Historic Landmark

0 0.02 0.04 0.07 Miles

Prepared by: Gabe Glaser

Community Development Department

Date Saved: 1/17/2025 11:15 AM



Planning Commission Minutes

January 28, 2025 6:00 PM

City Hall, 111 E. Maple Avenue (Ground Floor), Council Chambers

CALL TO ORDER

A meeting of the Planning Commission was held at 6:00 PM on 1/28/2025, in the 111 E Maple Avenue, Independence, MO 64050. The meeting was called to order.

ROLL CALL

Upon roll call, the following members were present - Laurie Dean Wiley, Eric Ashbaugh, Edward Nesbitt, Dan O'Neill, Virginia Ferguson, Jose Torres, Michael Young. Absent - .

CONSENT AGENDA

The Consent Agenda consists of routine items of business to be acted upon by the Planning Commission with little or no public discussion. The staff or committee recommendation for each item is included in the Planning Commission packet. Any item may be removed by a commissioner or staff member to become part of the regular agenda.

Commissioner Nesbitt requested to pull case 24-320-06 off the Consent Agenda.

1. Planning Commission Minutes – January 14, 2025

Motion

Commissioner Edward Nesbitt made a motion to approve the Consent Agenda. Commissioner Jose Torres seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

2. Case 24-320-06 – Final Plat – Timber Creek Ranch, 5th Plat – A request for approval of a Final Plat generally located north of Bundschu and Old Mill Road.

Commissioner Comments

In response to Commissioner Nesbitt's question, Mr. Harker explained that the reason the plat looks different is because the preliminary plat phase lines changed.

Motion

Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Jose Torres seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

PUBLIC HEARINGS

1. **Continued Case 25-100-03 – Rezoning – 10900 E Truman Rd** – A request to rezone the property from I-1 (Industrial), C-2 (General Commercial), and R-12 (Two Family Residential) to I-1 (Industrial).

Staff Presentation

Gabe Glaser presented the case. Mr. Glaser presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses.

In response to Commissioner Nesbitt's question, Mr. Glaser reviewed the stream buffer and water detention requirements.

Applicant Comments

Dustin Ferrell, 26917 E Flynn Rd, stated they would like an awning for their trucks and to complete this project, they need to combine these properties.

Public Comments

No public comments.

Motion

Commissioner Dan O'Neill made a motion to approve the case. Commissioner Edward Nesbitt seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

2. **Case 25-100-06 – Rezoning – 336 N. Hocker Ave** – A request to rezone the property from I-1 (Industrial) to R-6 (Single Family Residential).

Staff Presentation

Brian Harker presented the case. Mr. Harker presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses. Mr. Harker noted the applicant was unable to attend.

In response to Commissioner Ashbaugh's question, Mr. Harker stated Municipal Services would determine if any curbing needs to be extended.

In response to Commissioner Nesbitt's question, Mr. Harker stated the house is currently categorized as a dangerous building. He further noted that the applicant must obtain a permit to address this issue, in addition to rezoning.

Public Comments

No public comments.

Motion

Commissioner Eric Ashbaugh made a motion to approve the case. Commissioner Virginia Ferguson seconded the motion. The motion was approved Yes 6, No 0, Abstained 1.

ROUNDTABLE - NEXT MEETING FEBRUARY 11, 2025

ADJOURNMENT

The meeting was adjourned at 6:30 p.m.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested on the application received from Harvey's Happy Hour, LLC for Retail Selling of Intoxicating Liquor by the Drink for Harvey's Happy Hour that will be located at 10129 E. US 40 Hwy.

Recommendations:

This application meets the requirements of the City's Alcoholic Beverage Code.

Background:

The applicant is requesting City Council approval for a Retail Selling of Intoxicating Liquor by the Drink license. The applicant has also requested a Sunday Sales license. The Sunday Sales license will be approved administratively should the City Council approve the liquor license. The hours of operation will be Monday – Sunday 10:00 am – 1:30 am. The applicant has indicated that this location will have alcohol sales that meet the City's Alcoholic Beverage Code.

Applicant: Harvey's Happy Hour LLC

Name of business: Harvey's Happy Hour

Business Address: 10129 E. US 40 Hwy.

Size of establishment (includes outdoor patio space if applicable): Harvey's Happy Hour will be operating within approximately 2,000 square feet of commercial building space with additional 300 square feet of outdoor patio space.

Liquor License Types: Retail Selling of Intoxicating Liquor by the Drink license including Sunday Sales

Types of Alcohol to be sold/served: Various types of intoxicating liquor in original package

History of any liquor license at this location; if a new building, provide a brief update on the construction: This location has operated as a tavern since 2010. The business opened as Harve's and was sold to new owners in 2018 when it became Harvey's Neon Bar. Harvey's Happy Hour, LLC, as new owners, are renting the commercial space as of January 2025 and plans to operate as a tavern. There are other liquor establishments within 1,000 feet: Time Out Lounge and Gates & Sons BBQ are to the east and KC Liquor to the west.

Location proximity to school, church, or residential zoning: According to the City's mapping system there is one church and school within 300 feet. There is also residential zoning district located within 300 feet.

Managing Officer Information and results from background check: Harvey's Happy Hour LLC has indicated that David Erickson, owner, will serve as the appointed managing officer. The background investigation conducted by the Missouri State Highway Patrol on David Erickson revealed he meets the requirements of the Alcoholic Beverages code.

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact	Community Development /
---------------------------------	-------------------------

REVIEWERS

Tom Scannell
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Redacted Harvey's Happy Hour Liquor Application
2. Aerial Map - Harvey's Happy Hour
3. Zoning Map - Harvey's Happy Hour
4. Notification Area Map - Harvey's Happy Hour
5. Notification Letter - Harvey's Happy Hour
6. Notification Addresses - Harvey's Happy Hour

Application Type: ☐ Package ☒ Drink ☐ Manufacturing ☐ Wholesale ☐ Special ☐ Ownership Change

Business Information

This Business is a: ☐ Sole Proprietor ☒ Partnership ☐ LP ☒ LLC ☐ Corporation

Harveys Happy Hour LLC

Legal Name of Entity

Type of Business

Harveys Happy Hour LLC

Doing Business as (d/b/a) (if different than above)

10129 E 40 Hwy

Ind.

MO. 64055

Physical Address

City

State

Zip

Mailing Address (if different from above)

816-783-0786

docerickson7@gmail.com

Phone

Cell Phone

Email

Missouri Jan 9th 2025

State & Date of Incorporation or Organization

Missouri Retail Sales Tax Number

2-1-2025

Date business scheduled to open

Give dimensions or square footage of the building, outdoor patio, and any other areas in which alcoholic beverages may be stored or dispensed: Bldg 2000 sqft patio - 300 sqft

Is the proposed location within 300 feet of a church, school, or hospital? NO

Proposed hours of operation: 10:00 am - 1:30 am

If existing business, from whom was the business purchased? Eugene

Date of purchase: 1-30-2025 Date of Possession:

Does the former owner of the business have any interest, either directly or indirectly, in the business for which you seek a license? If so, explain:

until the liquor license is obtained Eugene is still partially involved

I hereby apply to the City of Independence, MO, for the following license(s) for the business and premises described above (mark all license types for which you are applying on page 2). I also certify that the information given in this application is true to the best of my knowledge and that the license is non-transferable. I also agree that this business will observe the restrictions specifically enumerated in Chapter 2 of the Independence City Code related to alcoholic beverages.

David Erickson

Signature of Applicant

David Erickson

Printed Name

Managing member

Title

1-31-2025

Date

Liquor License Types (mark all license types for which you are applying)

All liquor licenses are effective for one (1) year, beginning July 1 and ending June 30. Any liquor license application made between January 1 and March 31 will be charged a prorated fee equal to one-half of the annual license fee (listed below). Those licenses will expire June 30 of that year. Applications made between April 1 and June 30 will be charged the full license fee (listed below), however those licenses will expire June 30 the following year.

Package Liquor Licenses

- ☐ P1 – Retail Selling of Intoxicating Liquor of all kinds in the original package (\$150.00)
- ☐ P3 – Retail Selling of Beer only in the original package; includes Sunday Sales (\$150.00)
- ☒ S – Sunday Sales (\$300.00)
- ☐ T – Tasting Permit (\$25.00)

Drink Licenses

- ☒ T1 – Retail Selling of Intoxicating Liquor by the Drink (\$450.00)
- ☐ T2 – Retail Selling of Malt Liquor & Wine by the Drink (\$150.00)
- ☒ T3 – Retail Selling of Beer by the Drink; includes Sunday Sales (\$150.00)
- ☐ R1 – Restaurant Selling Intoxicating Liquor (\$450.00)
- ☐ R2 – Restaurant Selling Beer; includes Sunday Sales (\$150.00)
- ☐ F1 – Tax Exempt Organizations Selling Intoxicating Liquor (\$300.00)
- ☐ H1 – Hotel Selling Intoxicating Liquor (\$450.00)
- ☐ Z1 – Consumption of Intoxicating Liquor (\$150.00)
- ☒ S – Sunday Sales (\$300.00)

Manufacturing, Distilling, Blending Licenses

- ☐ M1 – Manufacturing, Distilling, Blending Intoxicating Liquor of all kinds (\$300.00)
- ☐ M2 – Manufacturing twenty-two (22) percent or less alcohol- content intoxicating liquor (\$300.00)
- ☐ M3 – Manufacturing, Brewing Malt Liquor (\$300.00)

Wholesale Licenses

- ☐ W1 – Wholesale selling of Intoxicating Liquor of all kinds (\$300.00)
- ☐ W2 – Wholesale selling of twenty-two (22) percent or less alcohol-content intoxicating liquor (\$300.00)
- ☐ W3 – Wholesale selling of malt liquor (\$300.00)

Special Licenses

- ☐ S1 – Microbrewery (\$7.50 per 100 barrels produced)
- ☐ S2 – Domestic Winery (\$7.50 per 500 gallons produced)
- ☐ S4 – Picnic 7 Day Intoxicating Liquor by the Drink (\$15.00 per day)
- ☐ S6 – July 4th Celebration Malt Liquor & Light Wine by the Drink (\$15.00 per day)
- ☐ C1 – Caterer Intoxicating Liquor by the Drink – Up to 7 Days (\$15.00 per day)
- ☐ C2 – Caterer Intoxicating Liquor by the Drink – Up to 50 Days (\$500.00)
- ☐ C3 – Caterer Intoxicating Liquor by the Drink – Unlimited Days (\$1,000.00 per day)

Managing Officer, Sole Owner, or Managing Partner Information

David Erickson [REDACTED]
 Full Name Social Security Number
M 54 6'3" 210 [REDACTED] Rome NY yes
 Sex Age Height Weight Date of Birth Place of Birth Are you a U.S. Citizen
9726 E 34th St South Ind. MO 64052
 Home Address City State Zip
Pro Circuit Inc 816-474-9292 daviderrickson@procircuitinc.com
 Place of Employment (other than business) Employment Phone Email
4925 Deramus Ave KC MO 64120
 Employment Address City State Zip

City or Town where the Managing Officer, Sole Owner, or Managing Partner pays taxes:

Ind. Mo

Will this person be in active control and management of this business? Please explain (part-time/full-time, etc.):

Yes Full time

Have you, any partner or employee ever been arrested anywhere in the United States for the violation of any City, State or Federal Law? If so, who, where, when and what offense (do not include minor traffic offenses):

No

Have you, any partner or employee ever been the holder of a license to manufacture or sell alcoholic beverages, which was revoked? If so, explain:

No

Have you, or any member of your household or immediate family, ever made application for a permit for the Director of Liquor Control that was denied? If so, explain and provide approximate date of denial:

No

Do you rent or lease the premises for which this business is to be used? If so, give terms of rent or lease, and name and address of property owner:

Lease - month to month

Roberto Munoz

Partnership or Member Information (complete only for partnerships or LLCs with multiple members)

Give partnership or LLC name (if not already listed above) and the name, address, and percentage ownership interest of each partner or member:

50/50 Harvey's Happy Hour

Corporate Information (complete only for a corporation)

List full name, complete address, phone number, date of birth and Social Security Number of all corporate officers:

President: _____
 Vice President: _____
 Secretary: _____
 Treasurer: _____
 Managing Officer: _____

Names, address, and phone number of shares owned of all stockholders who hold 10% or more of the capital stock:

Ø

Is the corporation or any stockholder or the managing officer thereof, or any member of his/her household or immediate family, have interest directly in any other permit issued by the Director of Liquor Control? If so, explain:

No

Has any stockholder of the corporation or an officer ever been employed by any person, partnership, or corporation that had a license revoked or suspended? If so, who, where, when and what offense:

No

Alcoholic Beverage Code Certifications – Adult Materials

☒ I certify this establishment will not display or sell books, photos, magazines, videos, or other periodicals which are distinguished or characterized by the principal emphasis on matters depicting, describing, or relating to specified sexual activities.

☐ I certify this establishment will display or sell books, photos, magazines, videos, or other periodicals which are distinguished or characterized by the principal emphasis on matters depicting, describing, or relating to specified sexual activities.

Alcoholic Beverage Code Certifications – Allow Entry for Inspection

☒ I agree that I will permit the entry of any officer or investigator who has legal authority for the purpose of inspection; and will permit the removal of all things and articles which may be in violation of the ordinances of Independence, Missouri, and the laws of the State of Missouri or the United States.

Alcoholic Beverage Code Certifications – Restaurant Liquor Sales

- ☐ **If qualifying as a restaurant:** I certify that at least 50% of the gross sales of the business for which this license application is made will consist of food.

Alcoholic Beverage Code Certifications – Package Liquor Sales

If applying for a package liquor license: I certify that, at all times, I will keep a stock of goods having a value according to my original invoices of at least one thousand dollars (\$1,000.00), exclusive of the inventory value of the fixtures and of the intoxicating liquor, which I shall offer for sale on said premises. Check one of the following:

- ☐ This location will have alcohol sales that are less than 90% of gross store sales.
☐ This location will have alcohol sales that are more than 90% of gross store sales.

Additional Documentation Required

1. Letter of Explanation – Letter explaining why the application is being submitted by outlining the operations of the business and the use of the liquor license, should it be approved.
2. A recent photo of the Managing Officer.
3. Criminal Record Check – Missouri Highway Patrol criminal record check for the Managing Officer, Sole Owner, or each partner or member of a partnership or LLC.
4. Copy of the Managing Officer's paid Missouri personal property tax receipt for year immediately preceding the date of application.
5. Copy of Missouri voter registration card for the Managing Officer.
6. Recent photos of the interior and exterior of the premises to be licensed. If the building is under construction, the applicant shall provide a copy of the plans and specifications of the building.
7. Floorplan of the premises to be licensed including any areas where alcoholic beverages will be stored, sold, or consumed including outdoor patio areas.
8. Copy of Jackson County Business Property Tax receipt for year immediately preceding date of application. (If the business was new after January 1 of that year, it is exempt from this requirement.)
9. Business License Application – Applicant must submit a Business License application that includes a letter of "No Tax Due" dated within the previous 90-days for the MO sales tax number provided and a certificate of liability insurance.
10. License Fee: Check or money order payable to the City of Independence. See page 2 for current annual license fees.

Please return this application and all required documents to the Regulated Industries Division at the address above. For questions about completing this application, please contact Jordan Ellena at JEllena@indepmo.org or by phone at 816-325-7183.

Harvey's Happy Hour

Letter of intent

I David James Erickson am asking the city of Independence Missouri to grant me a liquor license to business at 10129 E 40 Hy Independence, MO 64055, formerly known as Harvey's Neon Bar. It is my intent to keep a business that has been open for 76 years and continue to sell liquor and spirits to it's customers. There will be modifications and many repairs to do to bring this establishment back to it's original glory. My goal is also to keep the staff gainfully employed as well. I appreciate you consideration on this matter.

David J Erickson - Owner







No Match Notification

A statewide search of the identifiers below has revealed no criminal conviction or sex offender information on file. Fingerprints were not provided and thus the result of the search cannot be guaranteed.

Date of Search: 01/30/2025

Name (1): DAVID ERICKSON

Name (2):

Name (3):

Date Of Birth: [REDACTED]

SSN: [REDACTED]

Control Number: 7019225

If you have any questions, please do not hesitate to contact our office at 573-526-6153.

Missouri State Highway Patrol
Criminal Justice Information Services Division
PO BOX 9500
Jefferson City, MO 65102



No Match Notification

A statewide search of the identifiers below has revealed no criminal conviction or sex offender information on file. Fingerprints were not provided and thus the result of the search cannot be guaranteed.

Date of Search: 01/31/2025

Name (1): OREN GAUTREAUX

Name (2):

Name (3):

Date Of Birth: [REDACTED]

SSN: [REDACTED]

Control Number: 7027620

If you have any questions, please do not hesitate to contact our office at 573-526-6153.

Missouri State Highway Patrol
Criminal Justice Information Services Division
PO BOX 9500
Jefferson City, MO 65102



JACKSON COUNTY JOINT GOVERNMENTAL TAX PAYMENT RECEIPT

RECEIPT NUMBER: 14695696

Page 1 of 2

Entered: 1/31/2025 12:40 PM

Cashier: verhviv

Printed By: VERHVIV

Interest Date: 1/31/2025

Drawer: 136

Receipt Applied To:

Property Account No.	Year	District	Amount Applied	Unpaid Balance*	Description
27-840-16-35-00-0-00-000	2024	129	\$1,384.02	\$0.00	A/V Principal-Residential
	2024	129	\$20.76	\$0.00	Property Tax Interest
	2024	129	\$42.15	\$0.00	Chapter 52 Fee
	2024	129	\$70.24	\$0.00	Chapter 141 Fee

Amount Applied for Tax Year 2024 \$1,517.17 \$0.00 Unpaid Balance Amount for Tax Year 2024

Agency	Amount
JACKSON COUNTY	\$98.1473
KANSAS CITY LIBRARY	\$100.2826
INDEPENDENCE SCHOOL #30	\$1,016.6278
CITY - INDEPENDENCE	\$94.9637
BOARD OF DISABLED SERVICES	\$14.2096
METRO JUNIOR COLLEGE	\$35.0581
MENTAL HEALTH	\$18.9073
STATE BLIND PENSION	\$5.8236

27-840-16-35-00-0-00-000	2023	129	\$1,350.24	\$0.00	A/V Principal-Residential
	2023	129	\$263.30	\$0.00	Property Tax Interest
	2023	129	\$48.41	\$0.00	Chapter 52 Fee
	2023	129	\$80.68	\$0.00	Chapter 141 Fee

Amount Applied for Tax Year 2023 \$1,742.63 \$0.00 Unpaid Balance Amount for Tax Year 2023

Agency	Amount
JACKSON COUNTY	\$99.3118
KANSAS CITY LIBRARY	\$92.4399
INDEPENDENCE SCHOOL #30	\$993.3311
CITY - INDEPENDENCE	\$92.3817
BOARD OF DISABLED SERVICES	\$13.8990
METRO JUNIOR COLLEGE	\$34.5533
MENTAL HEALTH	\$18.4996
STATE BLIND PENSION	\$5.8236

Situs Address: 9726 E 34TH ST S, INDEPENDENCE

Legal Description: WUNDURVE NO 1

PT OF LOT A & PT OF LOT 338 DAF: BEG SW COR LOT A TH E 65'

TH N 116' TH W 60.22' TH S 4 DEG W 116.36' TO POB

PAYER:

ERICKSON DAVID J & ERICKSON JOHN M
9726 E 34TH ST S
INDEPENDENCE MO 64052

OWNER:

ERICKSON DAVID J & ERICKSON JOHN M
9726 E 34TH ST S
INDEPENDENCE MO 64052



JACKSON COUNTY JOINT GOVERNMENTAL TAX PAYMENT RECEIPT

RECEIPT NUMBER: 14695696

Page 2 of 2

Entered: 1/31/2025 12:40 PM

Cashier: verhviv

Printed By: VERHVIV

Interest Date: 1/31/2025

Drawer: 136

Total Paid on This Receipt: \$3,259.80

Thank you for your payment.

Run: 1/31/2025 12:40:22 PM

End of Receipt Number 14695696: 2 Pages

ascend30

Notes:

*Interest, penalties and fees will be assessed on any unpaid balance amount. The amount of any unpaid balance shown on this receipt is the unpaid balance amount at the time the receipt is run, exclusive of such interest, penalties and fees. Changes in the taxable value may alter your unpaid balance amount.

Failure of this payment to clear your financial institution will void this receipt. A returned item fee and late penalty may be assessed. Please verify with your financial institution that this payment has cleared.

PAYER:

ERICKSON DAVID J & ERICKSON JOHN M
9726 E 34TH ST S
INDEPENDENCE MO 64052

OWNER:

ERICKSON DAVID J & ERICKSON JOHN M
9726 E 34TH ST S
INDEPENDENCE MO 64052

JACKSON COUNTY ELECTION BOARD
PO BOX 296
INDEPENDENCE MO 64051

FIRST CLASS MAIL
U.S. POSTAGE PAID
Independence, MO
Permit No. 161

RETURN SERVICE REQUESTED

To vote you must present a form of identification from the following list: a Missouri or United States government-issued photo ID such as a drivers license, nondriver license, passport, or military ID. If you do not present any of the identification listed above, you may cast a provisional ballot. If you need assistance obtaining a photo ID to vote, please contact the Secretary of State's office at (866) 868-3245.

This is a Voter Identification Card

Party: REP

Voter ID # : 4576738 Jackson County

Ward/Precinct : B5-02.A - BLUE 5-02

Reg. Date : 01/31/2025 Issue Date: 02/07/2025

ERICKSON, DAVID JAMES

9726 E 34TH ST S
INDEPENDENCE MO 64052

Election Districts
3RD COUNTY LEGISLATIVE
CITY OF INDEPENDENCE
INDEPENDENCE COUNCIL DISTRICT 4
INDEPENDENCE SCHOOL DISTRICT
THE JUNIOR COLLEGE DISTRICT OF METROPOLITAN
CITY SUB 3

Harve's





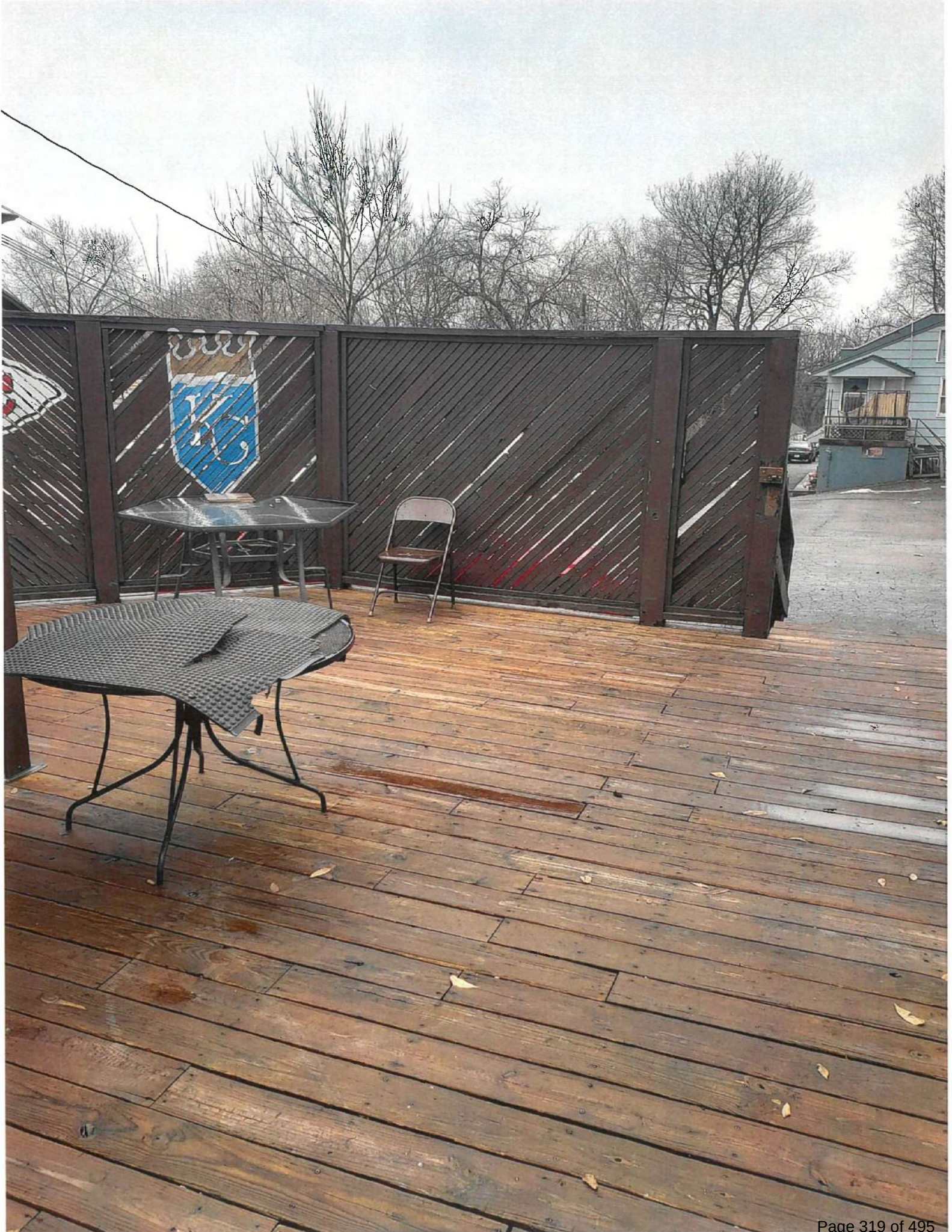


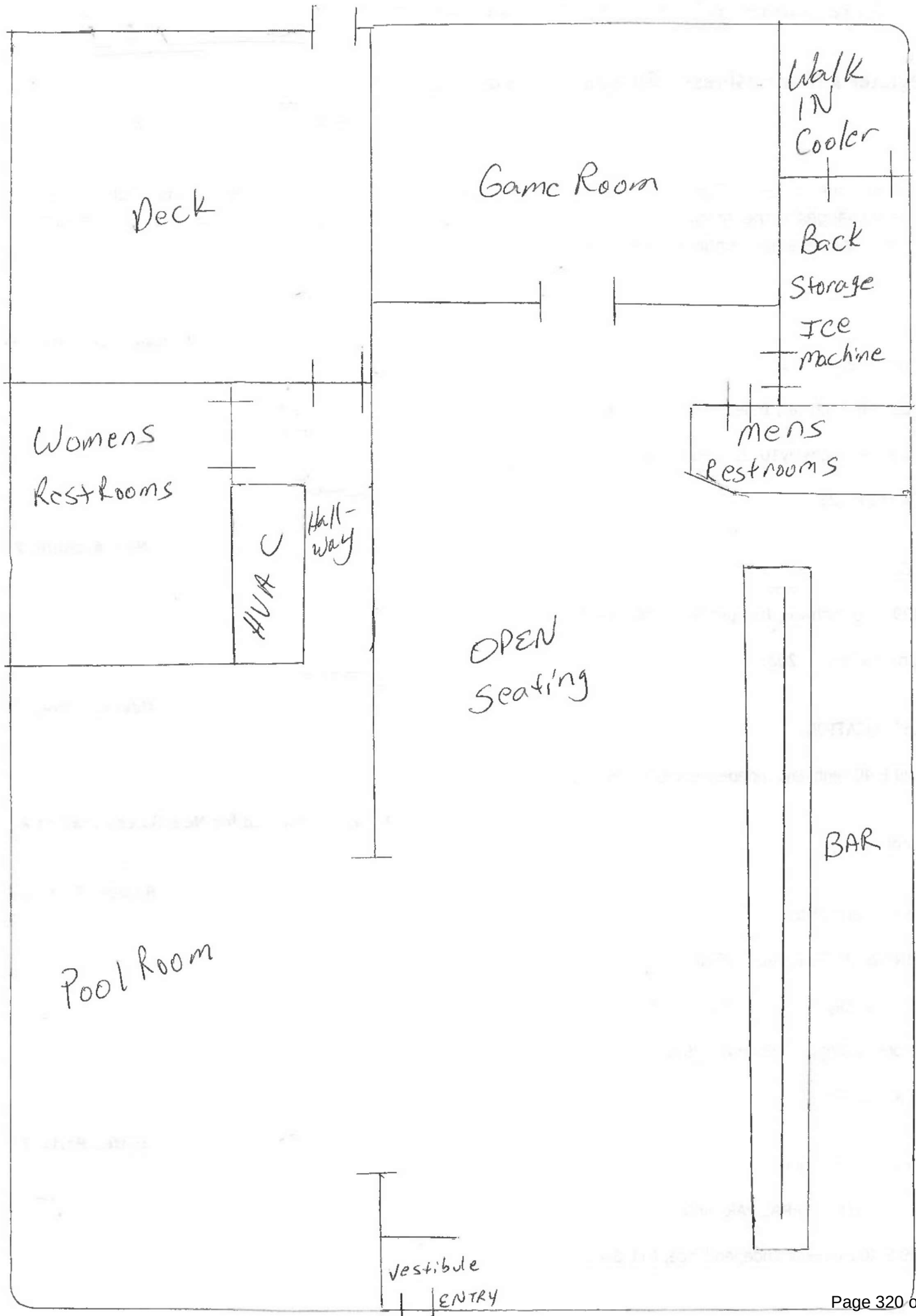












TAXATION DIVISION
PO BOX 3666
JEFFERSON CITY, MO 65105-3666



Missouri
DEPARTMENT OF REVENUE

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

HARVEY'S HAPPY HOUR LLC
9726 E 34TH ST S
INDEPENDENCE, MO 64052-1207

DATE: 02/06/2025
VALID THROUGH: 05/07/2025

02/06/2025

CERTIFICATE OF NO TAX DUE

MISSOURI TAX IDENTIFICATION NUMBER: 30069556

To Supervisor of Liquor Control: The Missouri Department of Revenue certifies the above listed taxpayer has filed all required returns and paid all sales, use, or withholding tax due, including penalties and interest, and does not owe any sales, use, and withholding tax, as of 02/06/2025. This review does not include returns that are not required to be filed as of this date or that have been filed but not yet processed by the Department.

This certificate is only for the purpose of obtaining a liquor license and is not pursuant to Section 144.150, RSMo.

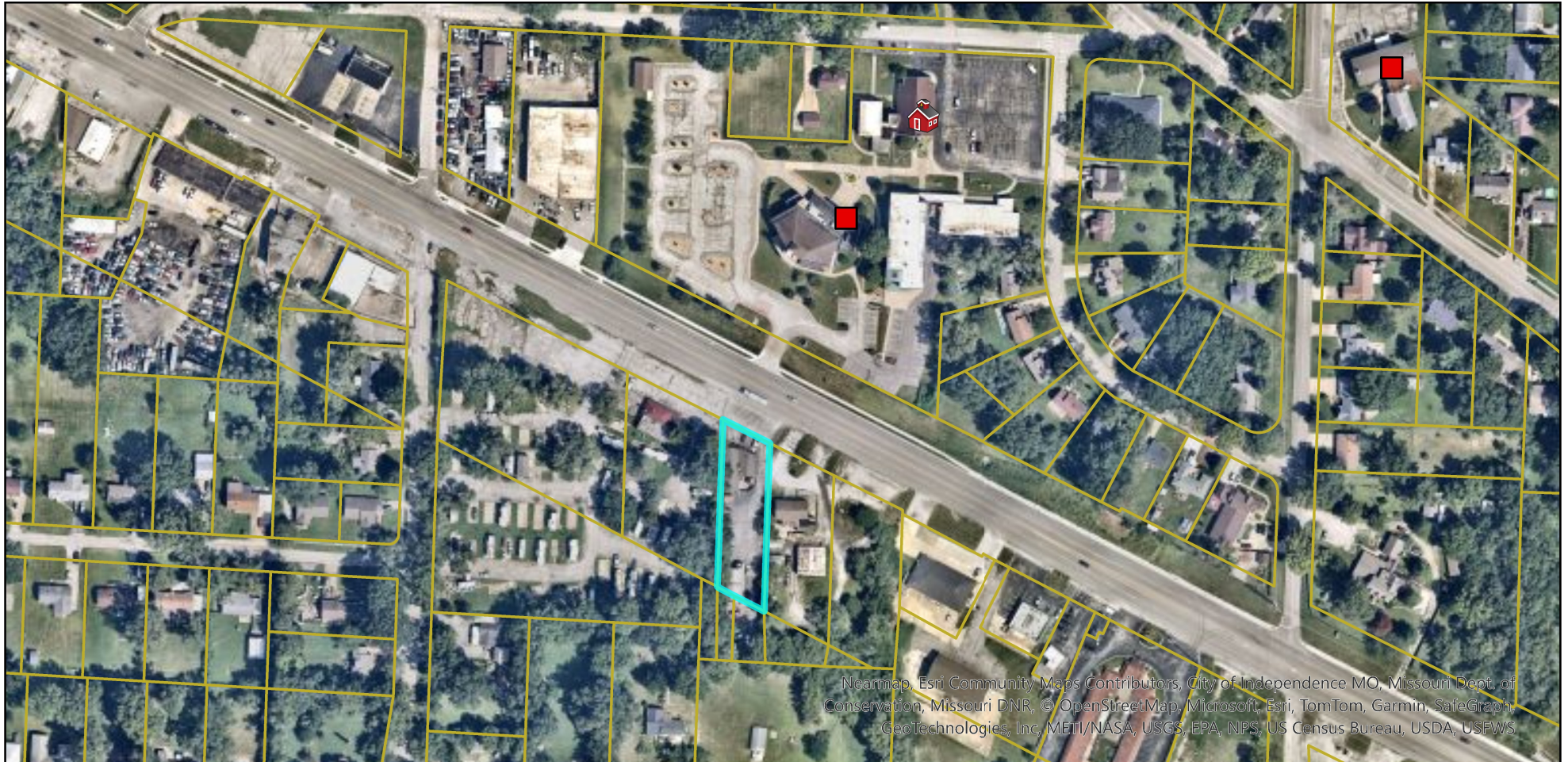
This statement only applies to sales and withholding tax due and is not to be construed as limiting the authority of the Director of Revenue to assess, or pursue collection of liabilities resulting from final litigation, default in payment of any installment agreement entered into with the Director of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

THIS CERTIFICATE REMAINS VALID FOR 90 DAYS FROM THE ISSUANCE DATE.

TAXATION DIVISION

Aerial Map

10129 E. US 40 Hwy., Independence, MO 64055



Legend

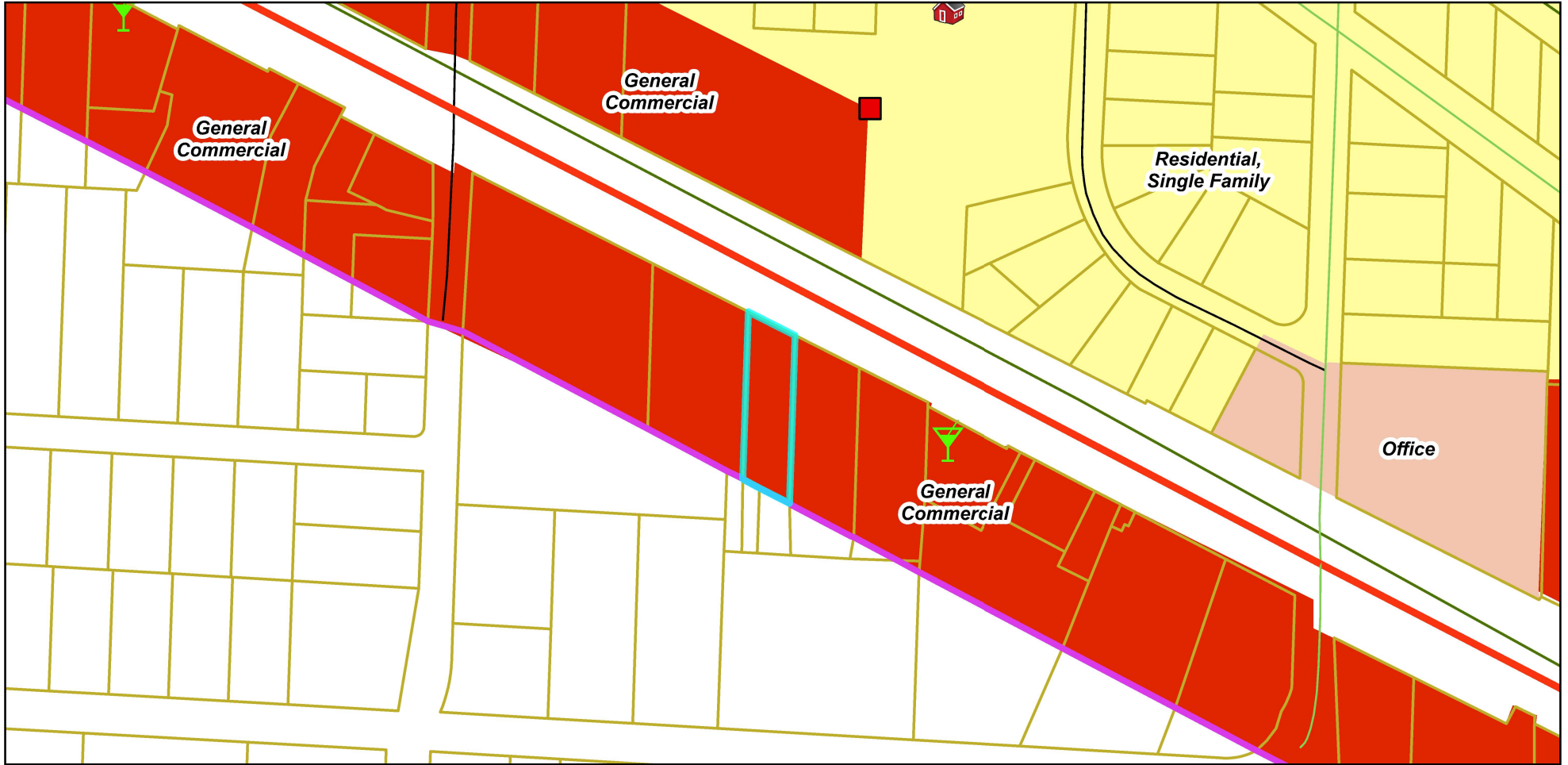
-  Liquor Licenses-Active
-  Houses of Worship
-  Schools

0 0.04 0.08 0.16 Miles

Prepared For: City Council
Community Development Department
Council Meeting Date : March 17, 2025

Zoning Map

10129 E. US 40 Hwy., Independence, Mo 64055



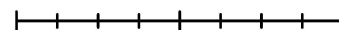
Legend

Streets

-  Collector
-  Highway

-  Local
-  City Limits
-  Parcels

-  Liquor Licenses-Active
-  Houses of Worship
-  Schools

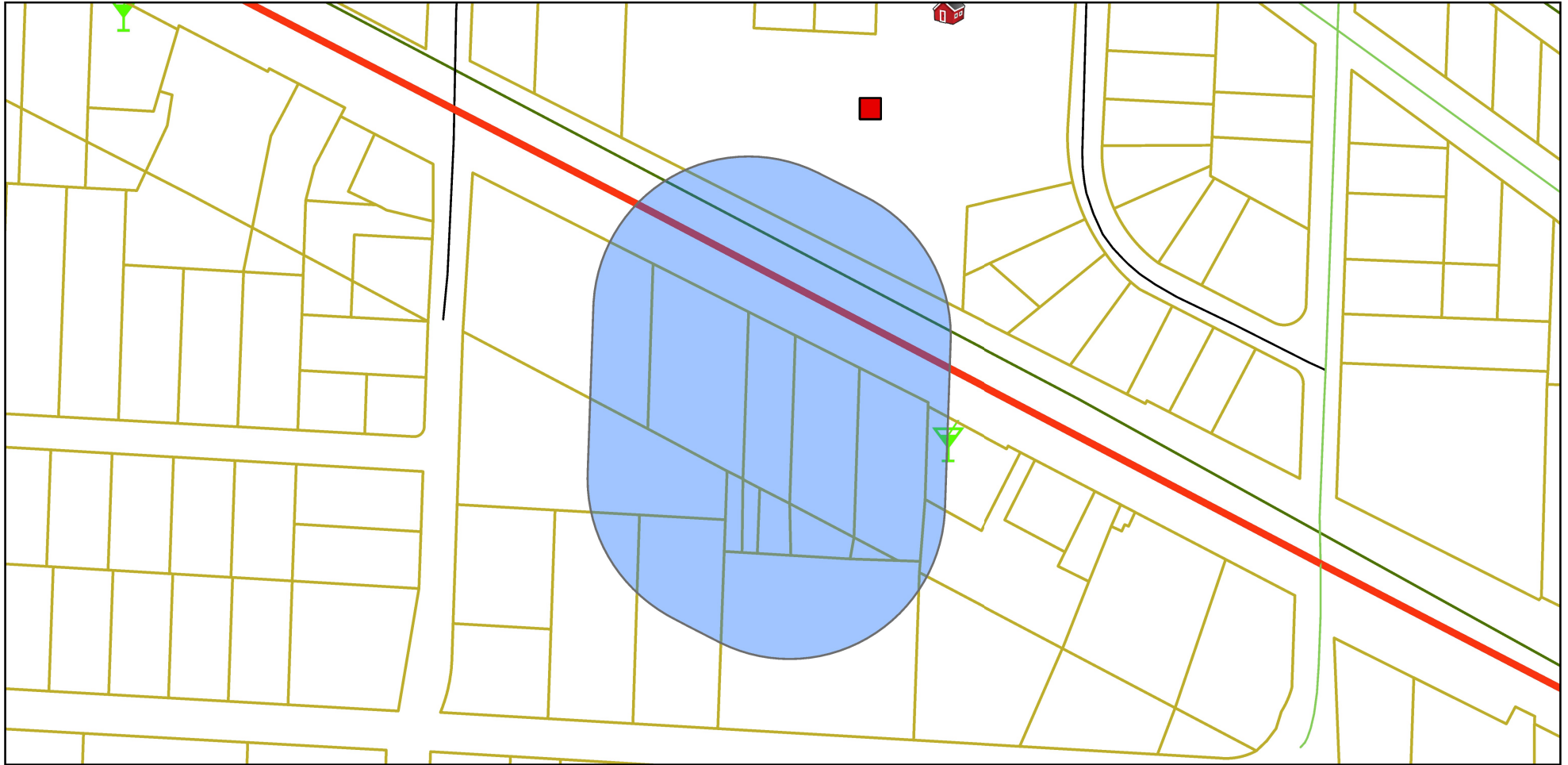
0 125 250 500 Feet


Prepared For: City Council
 Community Development Department
 Meeting Date: March 17, 2025



Notification Area Map

10129 E. US 40 Hwy., Independence, Mo 64055



Legend

Streets

-  Collector
-  Highway
-  Local

-  Parcels
-  Liquor Licenses-Active
-  Houses of Worship
-  Schools

0 125 250 500 Feet

Prepared For: City Council
 Community Development Department
 Meeting Date: March 17, 2025





March 3, 2025

Dear Property Owner:

Harvey's Happy Hour LLC submitted a liquor license application for the Retail Selling of Intoxicating Liquor of by the drink including Sunday Sales with the City of Independence Regulated Industries Division. The application is for Harvey's Happy Hour located at 10129 E. US 40 Hwy., Independence, MO 64055.

City Code requires written notification of the public hearing to all Property Owners within three hundred (300) feet of the proposed premises. The public hearing pertaining to this case is scheduled for the regular City Council meeting at 6:00 p.m., Monday, March 17, 2025 in Council Chambers at 111 East Maple Ave.

During the public hearing, you will have an opportunity to speak for or against this liquor license application before the City Council considers this application. You do not need to sign-up to speak at this public hearing.

Please contact our Regulated Industries division at (816) 325-7183 or at jdodson@indepmo.org if you have any questions regarding this notice.

Regards,

Jill M. Dodson

Jill M. Dodson
Regulated Industries Supervisor

Owner	Address	City	State	Zip Code
10021 INDEPENDENCE LLC	11273 PALMS BLVD # D	LOS ANGELES	CA	90066
BROWN WANDA J	3801 PITTMAN RD	KANSAS CITY	MO	64133
CATHOLIC DIOCESE KC-ST JOSEPH	PO BOX 419037	KANSAS CITY	MO	64141
DEASON SARA	10006 E 38TH TER	KANSAS CITY	MO	64133
EAKINS JEFFREY E	10004 E 38TH TER	KANSAS CITY	MO	64133
GRAPHIC COMMUNICATIONS INTL UNION K C	10221 E US 40 HWY L235M	INDEPENDENCE	MO	64055
NEXT GENERATION HOMES LLC	4505 MADISON AVE	KANSAS CITY	MO	64111
STADIUM II LLC	25876 THE OLD RD UNIT 82	STEVENSON RANCH	CA	91381
STADIUM III LLC	25876 THE OLD RD UNIT 82	STEVENSON RANCH	CA	91381
TATRO RACHEL	3708 S DELRIDGE RD	INDEPENDENCE	MO	64052
TWO MUNDOS GROUP LLC	2405 NW RICHARD DR	BLUE SPRINGS	MO	64015
WILKINSON DIVERSIFIED INC	3317 TEPEE CT	INDEPENDENCE	MO	64057

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-013 **2R** An ordinance approving a Final Plat for Timber Creek Ranch - 5th Plat generally located north of Bundschu and Old Mill Road in Independence, Jackson County, Missouri. **2R**

Recommendations:

Commissioner Nesbitt made a motion to recommend approval of the final plat of Timber Creek Ranch-5th Plat with the following conditions:

1. Situs Addresses for the Lots on the Final Plat shall be as follows:

Lots 94 through 99 will be 1329 through 1349 N. Hanover Court (odd every fourth).

Lots 100 through 105 will be 1348 through 1328 N. Hanover Court (even every fourth).

Lots 114 through 119 will be 1329 through 1349 N. Heartland Court (odd every fourth).

Lots 120 through 125 will be 1348 through 1328 N. Heartland Court (even every fourth).

2. Public improvements are needed in conjunction with the construction this phase per engineering requirements.
3. Include the name, "Susanne Holland," on the City Clerk's signature line.
4. Provide state plane coordinates.
5. Easements as shown on the Plat should match the easements as shown on the Approved "Water Engineering Plans".

A second to the motion was made by Commissioner O'Neil. The City Planning Commission voted as follows:

Commissioner Wiley - Yes

Commissioner Ferguson – Yes

Commissioner Young – Yes

Commissioner Nesbitt – Yes

Commissioner O'Neil – Yes

Commissioner Ashbaugh – Yes

Commissioner Torres - Yes

The motion passed with a recommendation for approval to be forwarded to the City Council for consideration. Staff concurs with the recommendation of the Planning Commission.

Background:**PROJECT DESCRIPTION:**

A request by Jim Pollard, Pollard Development, Inc., to approve a Final Plat the property located at Heartland Court and Hanover Court

Proposal:

This is the final build out of 24-lots for Timber Creek Ranch to finish out the subdivision.

Physical Characteristics of Property:

The proposed 24-lot plat is a 6.949-acre area, located at the north of the existing terminuses of Heartland Court and Hanover Court. It has slightly sloping topography that slopes southeastward toward a creek basin.

Characteristics of the Areas:

The property to the north is developed single-family residential neighborhood. To the west is an undeveloped phase of Timber Creek Ranch. To the east is a creek. To the south is an undeveloped portion of the subdivision.

The existing homes in the area are a mixture of ranch and two-story homes with siding and brick wainscots.

ANALYSIS

Historic and Archeological Sites:

There are no apparent historic or archeological issues with this property.

Public Utilities:

Both water and sanitary services are available along the Hanover Court and Heartland Court rights-of-way and in the general area. Electrical service will be available in easements at the rear of the property.

Storm Water Detention, Stream Buffers and Flood Plain Area:

The development drains to detention basins located in the east central and southern portions of the property located in a creek basin within a stream buffer area. Stream Buffers, the 100-year flood plains and floodway are confined to the east central, southern and southwestern portions of the subdivisions. The common tracts are within the federally designated flood plain area and within the City's designated Stream Buffer Area.

CIP Investments:

The city does not have any capital improvements projects planned near this area.

Driveways and Sidewalks:

Each home will have a two-car wide driveway and garage.

Covenants (CC&R's):

The existing CC&R's, with its covenants and restrictions, will be updated with these lots added. Annual dues are collected to maintain the detention basins, entrances and pay taxes on the common tracts.

Draft Planning Commission minutes are attached to this Council agenda item.

Emergency Justification:

Fiscal Impact:

Council Action:

REVIEWERS

Tom Scannell
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Draft Ordinance 24-320-06
2. Final Plat Staff Report
3. Narrative
4. Application
5. Revised Preliminary Plat
6. New Timber Creek Ranch 5th Plat Rev-01-24-25
7. Timber Creek Ranch 5th Plat Legal
8. Comp Plan Map
9. Zoning Map
10. Planning Commission Meeting Minutes 01-28-25

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A FINAL PLAT FOR TIMBER CREEK RANCH - 5TH PLAT GENERALLY LOCATED NORTH OF BUNDSCHU AND OLD MILL ROAD IN INDEPENDENCE, JACKSON COUNTY, MISSOURI.

WHEREAS, the application submitted by Pollard Development, LLC, requesting approval of the final plat entitled “Timber Creek Ranch-5th Plat,” was referred to the Planning Commission as required by the Unified Development Ordinance; and,

WHEREAS, the Planning Commission considered the final plat on January 28, 2025, and rendered a report to the City Council recommending the plat be approved by a vote of 7-0; and,

WHEREAS, in accordance with the Unified Development Ordinance, it was determined that the final plat is consistent with the approval criteria in Section 14-702-04.

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

SECTION 1. That the final plat entitled “Timber Creek Ranch-5th Plat” is a subdivision located in:

That part of the East half of the Northwest Quarter of Section 28, Township 50 North, Range 31 West of the Fifth Principal Meridian, Independence, Jackson county, Missouri described as follows: Commencing at the Northeast Corner of said Northwest Quarter; thence North 87 degrees 42 minutes 42 seconds West on the North Line of said Northwest Quarter, 415.91 feet to the Point of Beginning; thence continuing North 87 degrees 42 minutes 42 seconds West on said North line, 612.89 feet to the northeast corner of Lot 140, Timber Creek Ranch 3rd Plat, a subdivision of record; thence South 02 degrees 04 minutes 05 seconds West on the east line of Lots 135 through Lot 140 inclusive, Timber Creek Ranch 3rd Plat, 494.31 feet to the Northwest corner of Lot 126, Timber Creek Ranch 4th Plat, a subdivision of record; thence South 87 degrees 55 minutes 55 seconds East on the north line of Lot 126, Lot 113, Lot 106 and the easterly extension thereof, 490.00 feet to the east right of way line of North Hannover Court; thence South 02 degrees 04 minutes 05 seconds West on said east right of way line, 3.85 feet to the northwest corner of Lot 93, Timber Creek Ranch 4th Plat; thence South 87 degrees 55 minutes 55 seconds East on the north line of said Lot 93, 122.88 feet to the northeast corner of said Lot 93; thence North 02 degrees 04 minutes 05 seconds East, 495.80 feet to the Point of Beginning. Contains 6.949 acres more or less.

SECTION 2. All of the conditions of approval have been resolved by the applicant except for the conditions listed below:

1. Situs Addresses for the Lots on the Final Plat shall be as follows:

Lots 94 through 99 will be 1329 through 1349 N. Hanover Court (odd every fourth).

Lots 100 through 105 will be 1348 through 1328 N. Hanover Court (even every fourth).

Lots 114 through 119 will be 1329 through 1349 N. Heartland Court (odd every fourth).

Lots 120 through 125 will be 1348 through 1328 N. Heartland Court (even every fourth).

2. Public improvements are needed in conjunction with the construction this phase per engineering requirements.
3. Include the name, “Susanne Holland,” on the City Clerk’s signature line.
4. Provide state plane coordinates.
5. Easements as shown on the Plat should match the easements as shown on the Approved "Water Engineering Plans".

SECTION 3. Nonseverability. All provisions of this ordinance are so essentially, and inseparable connected with, and so dependent upon, each other that no such provision would be enacted without all others. If a court of competent jurisdiction enters a final judgement on the merits that is not subject to appeal and that declares any provision or part of this ordinance void, unconstitutional, or unenforceable, then this ordinance, in its collective entirety, is invalid and shall have no legal effect as of the date of such judgement.

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

SECTION 5. That failure to comply with all the provisions contained in this ordinance shall constitute violations of both this ordinance and Chapter 14, the Unified Development Ordinance, of the Code of the City of Independence, Missouri.

PASSED THIS _____ DAY OF _____, 2025, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

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

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

MEETING DATE: January 28, 2025

STAFF: Brian Harker, Senior Planner

PROJECT NAME: Timber Creek Ranch, 5th Plat

CASE NUMBER/REQUEST: **Case 24-320-06 – Final Plat – Timber Creek Ranch, 5th Plat** – A request for approval of a Final Plat generally located north of Bundschu and Old Mill Road.

APPLICANT: Timber Creek Ranch, 5th Plat

OWNER: Pollard Development, LLC

PROPERTY LOCATION: On N. Heartland Court & N. Hanover Court north of E. 13th Street N.

SITE ACERAGE: 6.949-acres

NUMBER OF LOTS: 24-lots

SURROUNDING ZONING/LAND USE:

North: R-6 (Single-Family Residential)...single-family homes

S/E/W: R-4 (Single-Family Residential)...single-family homes

FURTHER ACTION:

Following action by the Planning Commission, this Final Plat request is scheduled for resolution by the City Council on March 17, 2025.

RECOMMENDATION

Staff recommends **APPROVAL** of this Final Plat with the following conditions.

1. Situs Addresses for the Lots on the Final Plat shall be as follows:
 - Lots 94 through 99 will be 1329 through 1349 N. Hanover Court (odd every fourth).
 - Lots 100 through 105 will be 1348 through 1328 N. Hanover Court (even every fourth).
 - Lots 114 through 119 will be 1329 through 1329 N. Heartland Court (odd every fourth).
 - Lots 120 through 125 will be 1348 through 1328 N. Heartland Court (even every fourth).
2. Public improvements are needed in conjunction with the construction this phase per engineering requirements.
3. Include the name, "Susanne Holland," on the City Clerk's signature line.
4. Provide state plane coordinates.
5. Easements as shown on the Plat should match the easements as shown on the Approved "Water Engineering Plans".

PROJECT DESCRIPTION & BACKGROUND INFORMATION

PROJECT DESCRIPTION: A request by Jim Pollard, Pollard Development, Inc., to approve a Final Plat the property located at N. Heartland Court and N. Hanover Court.

Current Zoning: R-4 (Single-Family Residential)

Current Use: Undeveloped lots

Proposed Use: Single-Family Homes

Proposal:

This is the final build out of 24-lots for Timber Creek Ranch to finish out the subdivision.

Physical Characteristics of Property:

The proposed 24-lot plat is a 6.949-acre area, located at the north of the existing terminuses of Heartland Court and Hanover Court. It has slightly sloping topography that slopes southeastward toward a creek basin.

Characteristics of the Areas:

The property to the north is developed single-family residential neighborhood. To the west is an undeveloped phase of Timber Creek Ranch. To the east is a creek. To the south is an undeveloped portion of the subdivision.

The existing homes in the area are a mixture of ranch and two-story homes with siding and brick wainscots.

ANALYSIS

Historic and Archeological Sites:

There are no apparent historic or archeological issues with this property.

Public Utilities:

Both water and sanitary services are available along the Hanover Court and Heartland Court rights-of-way and in the general area. Electrical service will be available in easements at the rear of the property.

Storm Water Detention, Stream Buffers and Flood Plain Area:

The development drains to detention basins located in the east central and southern portions of the property located in a creek basin within a stream buffer area. Stream Buffers, the 100-year flood plains and floodway are confined to the east central, southern and southwestern portions of the subdivisions. The common tracts are within the federally designated flood plain area and within the City's designated Stream Buffer Area.

CIP Investments:

The City does not have any capital improvements projects planned near this area.

Driveways and Sidewalks:

Each home will have a two-car wide driveway and garage.

Covenants (CC&R's):

The existing CC&R's, with its covenants and restrictions, will be updated with these lots added. Annual dues are collected to maintain the detention basins, entrances and pay taxes on the common tracts.

EXHIBITS

1. Narrative
2. Application
3. Preliminary Plat
4. Final Plat
5. Comprehensive Plan
6. Zoning Map

POLLARD DEVELOPMENT, LLC
Jim Pollard
3030 S. Crenshaw
Independence, Missouri 64057

June 17, 2024

To: City of Independence

This is the final build out of 64 lots for Timber Creek Ranch to finish out the subdivision. The engineering for the 3 final phases have been submitted and phase 3 and 4 have been approved. I have submitted corrections on comments on phase 5.

The existing homes association with its covenants and restrictions will be updated with these lots added. Annual dues are collected to maintain the detention basins, entrances and pay taxes on the common tracts.

Jim Pollard

Developer

Planning and Zoning

Application Form

Community Development
111 E. Maple Avenue
Independence, MO 64050
(816) 325-7421
cdplanning@indepmo.org

Application Type (check all that apply)

Land Use	Land Subdivision	Site Development	Use Permit	Other
☐ Rezoning ☐ PUD Rezoning	☐ Preliminary Plat ☒ Final Plat ☐ Minor Subdivision	☐ Final Site Plan ☐ Preliminary Dev Plan ☐ Final Dev Plan (PUD)	☐ Special Use ☐ Homebased Business ☐ Short-Term Rental	☐ Admin. Adjustment ☐ Variance ☐ Street Name Change ☐ Special Sign Permit

Project Information and Location

TIMBER CREEK RANCH 5TH PLAT
Project Name

THE END of N HOLLAND CT & END OF N HANOVER CT
Project Address/Location

24 LOTS
Number of Lots/Tracts

Sq. Ft. of Building Acreage Steam Buffer (Yes or No)

Existing Zoning Proposed Zoning Existing Land Use Proposed Land Use

Basic Application Requirements (See the Planning & Zoning Application Guide for additional requirements)

☐ Completed & Signed Application Form ☐ Application Fee ☐ Cover Letter Describing Details of Project	☐ One 24" x 36" set of plans for Land Sub. & Site Dev. ☐ One PDF copy of a plat map or site plan ☐ Legal Description of the property in question
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Contact Information

Applicant

JIM POLLARD - Pollard Development LLC
Name Company

3030 S. CLEMENS HWY. INDEP MO 64057
Address

816-686-8800 jim@dreamsb6@gmail.com
Phone Email

Architect/Engineer/Surveyor/Other: _____

Todd Polk CRS Engineers
Name Company

3015 E CARO ST SPRINGFIELD MO 65802
Address

417-986-4067 tpolk@cre.com
Phone Email

Owner

SAME AS APPLICANT
Name Company

Address

Phone Email

Architect/Engineer/Surveyor/Other: _____

BRIAN GLENN
Name Company

PHOENIX ENG & SURVEYING LLC
Address

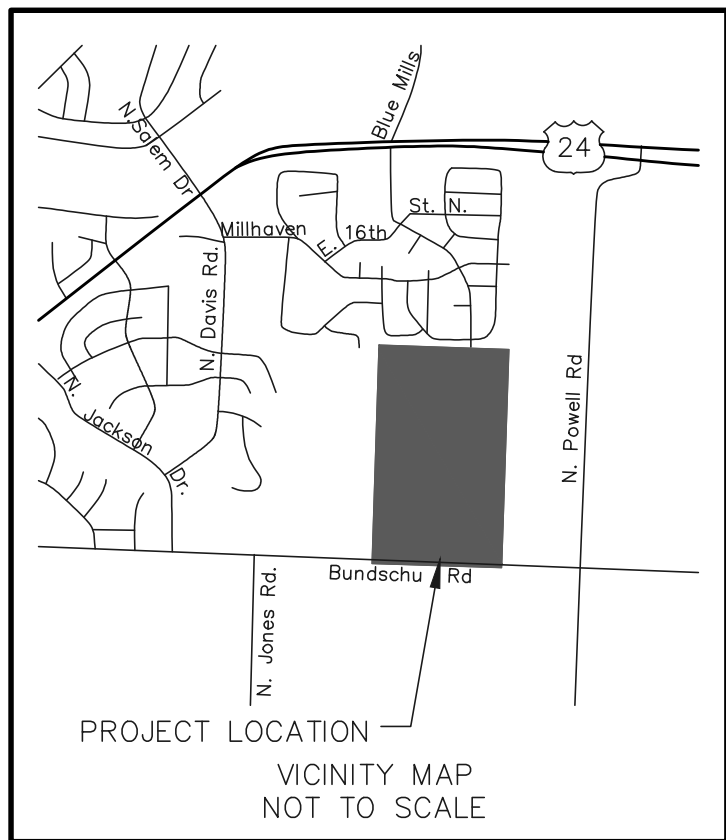
38555 NORTHERN BLVD INDEP MO 64052
Phone Email

The applicant hereby agrees that the information provided above is accurate.

[Signature] June 17, 2024
Applicant's Signature Date

[Signature] June 17, 2024
Owner's Signature Date

THE EAST 1/2 OF THE NW 1/4 OF SEC. 28 T2N 50N R3E 31W, A SUBDIVISION
OF LAND IN INDEPENDENCE, JACKSON COUNTY, MISSOURI.



PROPOSED		EXISTING	
●	Manhole	○	
⬮	Curb Inlet	⬮	
■	Field Inlet	□	
	Flared End Section	△	
⚡	Fire Hydrant	⚡	
⌞	Blow Off	⌞	
⌞	Water Valve	⌞	
⌞	Water Meter	⌞	
⬮	Straddle	⬮	
=====	4' Sidewalk	=====	
=====	2' Curb	=====	
HCR	Handicap Ramp	HCR	

LOT#	OWNER/ADDRESS
34	Juliana Bryon T. & Jill R. 1401 Old Mill Ct. Independence, MO. 64056
35	Cape Kent K. 1403 Old Mill Ct. Independence, MO. 64056
130	Kellis Michael D. & Katherine F. 1414 Holland Dr. Independence, MO. 64056
131	Hernandez Jorge H. & Veronica 1402 Holland Dr. Independence, MO. 64056
484	US SFE Asset Company S LLC 20307 E. 14th St. N. Independence, MO. 64056
485	Harp Matthew E. & Jennifer 20305 E. 14th St. N. Independence, MO. 64056
486	Wilson Larry Raymond & Deborah S. 20307 E. 14th St. N. Independence, MO. 64056

LOT#	OWNER/ADDRESS
487	Howell Scott D. Jr. & Stacy A. 20301 E 14th St. N. Independence, MO 64056
535	Farmer Jared. 20225 E 14th St. N. Independence, MO 64056
536	Highland Scott A. 20221 E 14th St. N. Independence, MO 64056
537	D'Arcy Investments LLC E. Burgess Rd Buckner, MO 64016
538	Oliver Gayle R. 20213 E 14th St. N. Independence, MO 64056
539	Schumacher George L. & Lisa M. 20209 E 14th St. N. Independence, MO 64056
540	Turner Travis L. & Trina D.. 20207 E 14th St. N. Independence, MO 64056

LOT#	OWNER/ADDRESS
541	Allison Joshua 20205 E 14th St. N. Independence, MO. 64056
542	Gotway Robert L. 20203 E 14th St. N. Independence, MO. 64056
543	Lloyd Clayton E. & Susan A. 20203 E 14th St. N. Independence, MO. 64056
544	Oliver Charles K. & Amanda L. 21010 E 14th St. N. Independence, MO. 64056
545	Jorgensen Benjamin & Diana 20003 E 14th St. N. Independence, MO. 64056
546	Andrews Michael D. 20313 E 17th TER. N. Independence, MO. 64056
547	MacDonald Larry B. & Nancy 20001 E 14th St. N. Independence, MO. 64056

LOT#	OWNER/ADDRESS
548	Helm Bradley W. 1400 N Holland Dr. Independence, MO. 64056

CONSTRUCTION PHASE	# OF LOTS
PHASE 1	41 LOTS
PHASE 2	46 LOTS
PHASE 3	23 LOTS
PHASE 4	20 LOTS
PHASE 5	21 LOTS
PHASE 6	2 LOTS



LEGAL DESCRIPTION:
THE EAST HALF OF THE NORTHWEST QUARTER OF
SECTION 28, TOWNSHIP 50 NORTH, RANGE 31 WEST
OF THE 5TH PRINCIPAL MERIDIAN, INDEPENDENCE,
JACKSON COUNTY, MISSOURI, CONTAINING 80.4 ACRES,
MORE OR LESS.

DEVELOPER:
ANDACHTER-POLLARD DEVELOPMENT LLC
3030 S. CRENSHAW ROAD
INDEPENDENCE, MO. 64057
PH. 816-686-8800
FAX 816-795-6360

BID DOCUMENTS	
ISSUE DATE	-/-/-
No Description	Done

PRELIMINARY
PLAT

C1.0

TIMBER CREEK RANCH

THE EAST 1/2 OF THE NW 1/4 OF
SEC. 28 T2N 50N R6E 31W,
A SUBDIVISION OF LAND IN INDEPENDENCE, JACKSON COUNTY, MISSOURI.

Designed by: TRP	Date: 5/18/2022
Dwn by: DJS	Project No. 22-5321
Submitted by: TRP	Plot scale: NA
File name: DJS_22-5321 TCR PrePlat.dwg	

[illegible]

NOT FOR
CONSTRUCTION

CFS
ENGINEERS
cfse.com
2017 W. WOODLAND ST.
SPRINGFIELD, MO 65807

LEGAL DESCRIPTION:

THAT PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 50 NORTH, RANGE 31 WEST OF THE FIFTH PRINCIPAL MERIDIAN, INDEPENDENCE, JACKSON COUNTY, MISSOURI DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE N87°42'42"W ON THE NORTH LINE OF SAID NORTHWEST QUARTER, 415.91 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N87°42'42"W ON SAID NORTH LINE, 612.89 FEET TO THE NORTHEAST CORNER OF LOT 140, TIMBER CREEK RANCH 3RD PLAT, A SUBDIVISION OF RECORD; THENCE S02°04'05"W ON THE EAST LINE OF LOTS 135 THROUGH LOT 140 INCLUSIVE, TIMBER CREEK RANCH 3RD PLAT, 494.31 FEET TO THE NORTHWEST CORNER OF LOT 126, TIMBER CREEK RANCH 4TH PLAT, A SUBDIVISION OF RECORD; THENCE S87°55'55"E ON THE NORTH LINE OF LOT 126, LOT 113, LOT 106 AND THE EASTERLY EXTENSION THEREOF, 490.00 FEET TO THE EAST RIGHT OF WAY LINE OF NORTH HANOVER COURT; THENCE S02°04'05"W ON SAID EAST RIGHT OF WAY LINE, 3.85 FEET TO THE NORTHWEST CORNER OF LOT 93, TIMBER CREEK RANCH 4TH PLAT; THENCE S87°55'55"E ON THE NORTH LINE OF SAID LOT 93, 122.88 FEET TO THE NORTHEAST CORNER OF SAID LOT 93; THENCE N02°04'05"E, 495.80 FEET TO THE POINT OF BEGINNING. CONTAINS 6.949 ACRES MORE OR LESS.

NOTES

- THIS DOCUMENT WAS PREPARED FROM INFORMATION PROVIDED BY AND THE LAND REFERRED TO IN FIRST AMERICAN TITLE INSURANCE COMPANY'S CONDITION OF TITLE - GUARANTEE NO.: 1638315, EFFECTIVE DATE JULY 13, 2023.
- THIS SURVEY MEETS OR EXCEEDS THE MISSOURI DEPARTMENT OF NATURAL RESOURCES MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEY REQUIREMENTS FOR URBAN CLASS PROPERTY.
- BEARINGS SHOWN HEREON ARE REFERENCED TO THE MISSOURI STATE PLANE COORDINATE SYSTEM OF 1983, WEST ZONE BY UTILIZATION OF NATIONAL GEODETIC SURVEY - NGS DATA SHEET "SHROUT AZ MK" 2023 ADJUSTMENT DATA.
- THE SUBJECT TRACT CONTAINS 6.949 ACRES MORE OR LESS.
- ITEM NO. 1 OF THE ABOVE REFERENCED TITLE COMMITMENT SCHEDULE B REFERS TO A SEWER EASEMENT TO THE CITY OF INDEPENDENCE, MISSOURI CITY RECORDED AS DOCUMENT NO. 19740181899. SAID EASEMENT DOES NOT CROSS THE SUBJECT PROPERTY AND THEREFORE IS NOT SHOWN HEREON.
- ITEM NO. 2 OF THE ABOVE REFERENCED TITLE COMMITMENT SCHEDULE B REFERS TO A SEWER EASEMENT TO THE CITY OF INDEPENDENCE, MISSOURI CITY RECORDED AS DOCUMENT NO. 19740181900. SAID EASEMENT DOES NOT CROSS THE SUBJECT PROPERTY AND THEREFORE IS NOT SHOWN HEREON.
- ITEM NO. 3 OF THE ABOVE REFERENCED TITLE COMMITMENT SCHEDULE B REFERS TO A SEWER EASEMENT TO THE CITY OF INDEPENDENCE, MISSOURI CITY RECORDED AS DOCUMENT NO. 19760263962. SAID EASEMENT DOES NOT CROSS THE SUBJECT PROPERTY AND THEREFORE IS NOT SHOWN HEREON.
- THE SUBJECT PROPERTY IS LOCATED WITHIN "ZONE X" (UNSHADED); AN AREA DESIGNATED AS AN AREA OF MINIMAL FLOODING ACCORDING TO THE JACKSON COUNTY, MISSOURI AND INCORPORATED AREAS, FLOOD INSURANCE RATE MAPS (FIRM), MAP NUMBER 29095C01906 MAP REVISED DATE: JANUARY 20, 2017 & MAP NUMBER 20905C20302G MAP REVISED DATE: JANUARY 20, 2017
- ALL REAR LOT CORNERS SHALL BE SET WITH 1/2" IRON BAR & CAP UPON SUBSTANTIAL COMPLETION OF GRADING AND THE PROLONGATION OF THE SIDE LOT LINES SHALL BE MONUMENTED BY A CHISELED CUT ON THE CURB.
- LOTS 94 THROUGH 98 ARE SUBJECT TO THE CITY OF INDEPENDENCE, MISSOURI'S "STREAM BUFFERS AND SETBACK REGULATIONS". THE OUTER ZONE OF THE REQUIRED STREAM BUFFER, BASED ON DATA PROVIDED BY THE CITY OF INDEPENDENCE, MISSOURI, IS CONTAINED WITHIN THE 20-FOOT REAR YARD SETBACK REQUIRED BY ZONING REGULATIONS. NO STRUCTURES SHALL BE CONSTRUCTED EXCEPT FOR FENCING WITHIN THE STREAM BUFFER OUTER ZONE.

LEGEND

- FOUND SECTION CORNER / 1/4 SECTION CORNER MONUMENT AS NOTED
- SET MONUMENT, 5/8" IRON BAR WITH ALUMINUM CAP STAMPED "MO2000 151303"
- SET MONUMENT, 1/2" IRON BAR WITH PLASTIC CAP STAMPED "MO2000 151303"
- FOUND SURVEY MONUMENT AS NOTED
- (M) = MEASURED DIMENSION
- (D) = DEED DIMENSION
- C/L = CENTERLINE
- R/W = RIGHT OF WAY
- D/E = DRAINAGE EASEMENT
- L/E = LANDSCAPE EASEMENT
- U/E = UTILITY EASEMENT
- B/L = BUILDING SETBACK LINE
- (NR) = NON-RADIAL
- R = RADIUS
- L = ARC LENGTH
- Pr. O.S. = PRIVATE OPEN SPACE
- #XXXX = LOT ADDRESS NUMBER

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY: THAT THIS PLAT OF "TIMBER CREEK RANCH 5TH PLAT", IS BASED ON AN ACTUAL SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT SAID SURVEY MEETS OR EXCEEDS THE CURRENT MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS AS ESTABLISHED BY THE MISSOURI CODE OF STATE REGULATIONS (DIVISION 2030, CHAPTER 16) TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF.

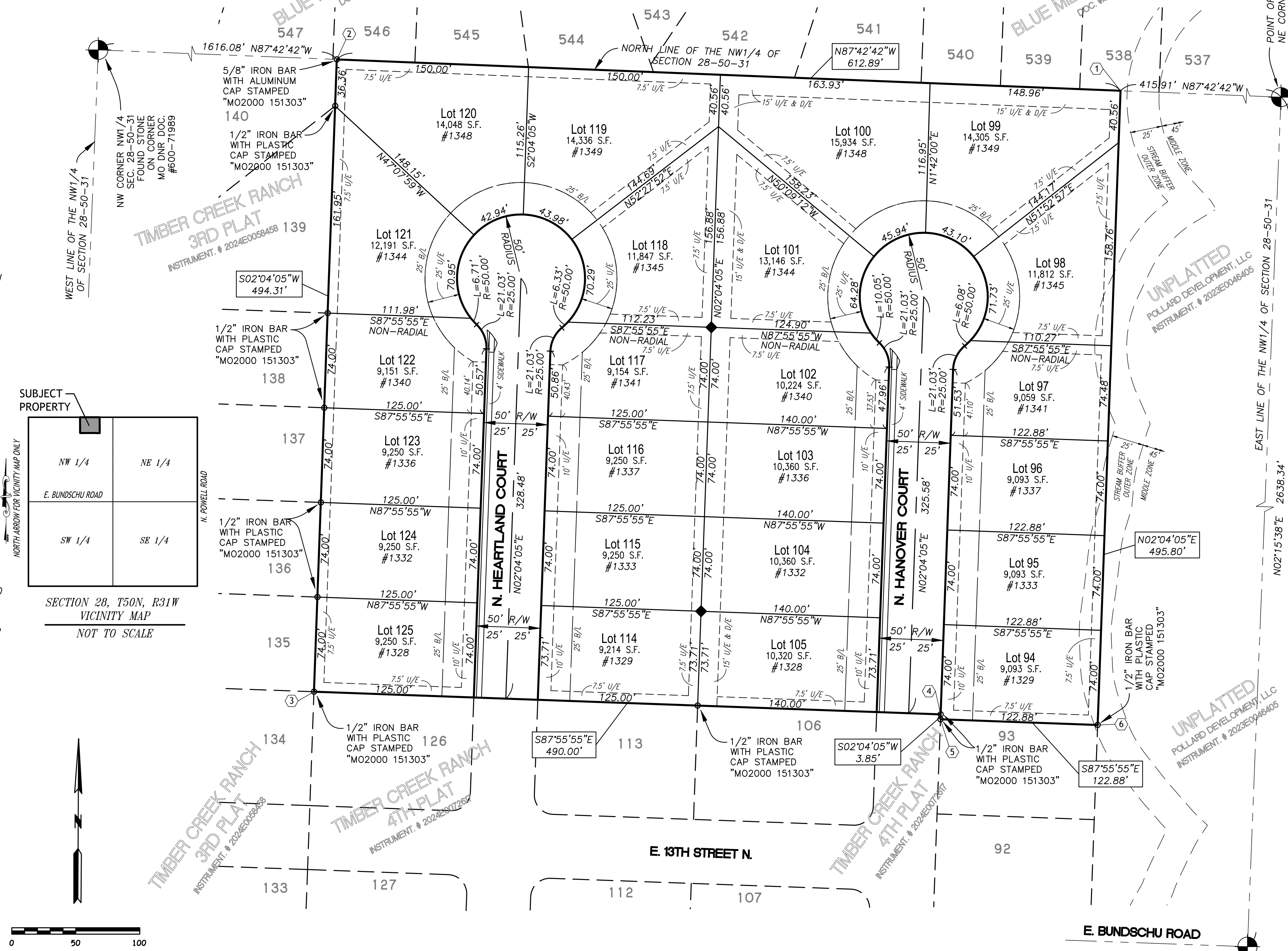
Wesley Scroggins M.O.L.S. 2184 Date of Survey
as agent of Phoenix Engineering & Surveying LLC. M.O.L.S. 2000151303

FINAL PLAT

TIMBER CREEK RANCH 5TH PLAT

LOTS 94 THROUGH 105 & 114 THROUGH 125

PART OF THE NW 1/4 OF SEC 28, TOWNSHIP 50N, RANGE 31W,
INDEPENDENCE, JACKSON COUNTY, MISSOURI



MISSOURI STATE PLANE TRAVERSE TABLE

COORDINATES SHOWN ARE IN METERS ON
MISSOURI STATE PLANE COORDINATE SYSTEM OF 1983, WEST ZONE.

POINT	NORTHING (m)	EASTING (m)	GRID AZIMUTH	GRID DISTANCE (m)
SHROUT AZ MK	329413.278	863764.576	163° 54'33"	838.427
①	328607.283	863995.381	272° 17'18"	186.791
②	328614.742	863808.739	182° 04'05"	150.651
③	328464.189	863803.302	92° 04'05"	149.338
④	328458.800	863952.543	182° 04'05"	1.175
⑤	328457.626	863952.501	92° 04'05"	37.452
⑥	328456.275	863989.928	02° 04'05"	151.107
①	328607.283	863995.381		

STATE PLANE COORDINATE INFORMATION:

ALL BEARINGS AND STATE PLANE COORDINATES SHOWN ARE BASED ON THE MISSOURI STATE PLANE COORDINATE SYSTEM OF 1983, WEST ZONE. SAID COORDINATES WERE ESTABLISHED USING THE NATIONAL GEODETIC SURVEY - NGS DATA SHEET - SHROUT AZ MK - 2023 ADJUSTMENT DATA. THE PUBLISHED GRID FACTOR FOR THE MONUMENT IS 0.99990533 (NGS DATA SHEET).

DEDICATION:

THE UNDERSIGNED OWNER OF THE ABOVE DESCRIBED TRACT OF LAND HAS CAUSED THE SAME TO BE SUBDIVIDED IN THE MANNER SHOWN ON THE ACCOMPANYING PLAT, WHICH PLAT AND SUBDIVISION SHALL HEREAFTER BE KNOWN AS "TIMBER CREEK RANCH 5TH PLAT".

STREETS: STREETS SHOWN ON THIS PLAT AND NOT HERETOFORE DEDICATED TO PUBLIC USE ARE HEREBY SO DEDICATED.

EASEMENTS: AN EASEMENT OR LICENSE IS HEREBY GRANTED TO THE CITY OF INDEPENDENCE, MISSOURI, TO LOCATE, CONSTRUCT AND MAINTAIN OR TO AUTHORIZE THE LOCATION, CONSTRUCTION AND MAINTENANCE AND USE OF CONDUITS FOR ALL OR ANY PURPOSE, WATER, GAS, SEWER MAINS, STORM SEWERS, POLES AND WIRES TO ALL OR ANY OF THEM OVER, UNDER AND ALONG THE STRIPS MARKED "UTILITY EASEMENT" (U/E) OR WITHIN ANY STREET OR THOROUGHFARE DEDICATED TO PUBLIC USE ON THIS PLAT.

THOSE EASEMENTS LABELED AS "UTILITY & DRAINAGE EASEMENT" (U/E & D/E) SHALL BE ESTABLISHED WITH THE ABOVE CRITERIA FOR "U/E" WITH THE ADDITION OF THE LOCATION, CONSTRUCTION, AND MAINTENANCE OF SURFACE DRAINAGE SWALES.

BUILDING LINES: BUILDING LINES OR SET BACK LINES ARE HEREBY ESTABLISHED AS SHOWN ON THE ACCOMPANYING PLAT AND NO BUILDING OR PORTION THEREOF SHALL BE CONSTRUCTED BETWEEN THIS LINE AND THE STREET RIGHT OF WAY LINE.

EXECUTIONS:

IN TESTIMONY WHEREOF: JAMES POLLARD OF POLLARD DEVELOPMENT, LLC, HAS CAUSED THESE PRESENTS TO BE SIGNED THIS ____ DAY OF ____, 20__.

POLLARD DEVELOPMENT, LLC

JAMES POLLARD

ATTEST

STATE OF MISSOURI)

SS

COUNTY OF JACKSON)

BE IT REMEMBERED: THAT ON THIS ____ DAY OF ____, 20__, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, APPEARED JAMES POLLARD OF POLLARD DEVELOPMENT, LLC, KNOWN TO ME TO BE THE PERSON DESCRIBED HEREIN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND BEING DULY SWORN BY ME ACKNOWLEDGED THAT HE EXECUTED THE SAME AS HIS FREE ACT AND DEED AND ON BEHALF OF SAID LLC.

IN WITNESS THEREOF: I HAVE HEREUNTO SET MY HAND AND AFFIXED MY NOTARIAL SEAL AT MY OFFICE IN SAID COUNTY, THE DAY AND YEAR LAST ABOVE WRITTEN.

NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

MY COMMISSION EXPIRES

ACKNOWLEDGMENT:

THIS CERTIFIES THAT THE PLAT OF TIMBER CREEK RANCH 5TH PLAT, WAS SUBMITTED TO AND DULY APPROVED BY THE CITY OF INDEPENDENCE, MISSOURI, THIS ____ DAY OF ____, 20__, BY ORDINANCE NO. ____.

BY: SUSANNE HOLLAND
CITY CLERK

CITY OF INDEPENDENCE, MISSOURI APPROVALS:
STREET LOCATIONS AND LOT DIMENSIONS APPROVED

BY: ALEX LOPEZ
MUNICIPAL SERVICES DIRECTOR DESIGNEE

DATE

BY: TOM SCANNELL
DIRECTOR OF COMMUNITY DEVELOPMENT

DATE

BY: JACKSON COUNTY ASSESSOR

DATE

DEVELOPER

POLLARD DEVELOPMENT, LLC
ATTENTION: JAMES POLLARD
3030 S. CRENSHAW ROAD
INDEPENDENCE, MO 64057
PHONE: 816-686-8800
FAX: 816-795-6360

PREPARED BY:

PHOENIX ENGINEERING
& SURVEYING, LLC

3855 S. NORTHERN BLVD., INDEPENDENCE, MO 64052
(816) 743-9000

PROJECT NO.	040020	DATE PREPARED: 12-09-2024	DATE REVISED: 01-24-2025
PROJECT NAME	TIMBER CREEK RANCH 5TH PLAT		
DIR. & DWG. NAME	S:\PROJECTS\2004\040020 - Timber Creek Ranch 5th\dwg\TCR5FINALPLAT.DWG		

M5031-28

SHEET 1 of 1



December 6, 2024

**TIMBER CREEK RANCH 5th PLAT
PLAT BOUNDARY DESCRIPTION
INDEPENDENCE, JACKSON COUNTY, MISSOURI**

PROJECT NO: 04002D

Prepared by: Wes

Doc. Path & Name: S:\Projects\04002D\doc\Timber Creek Ranch 5th Plat.doc

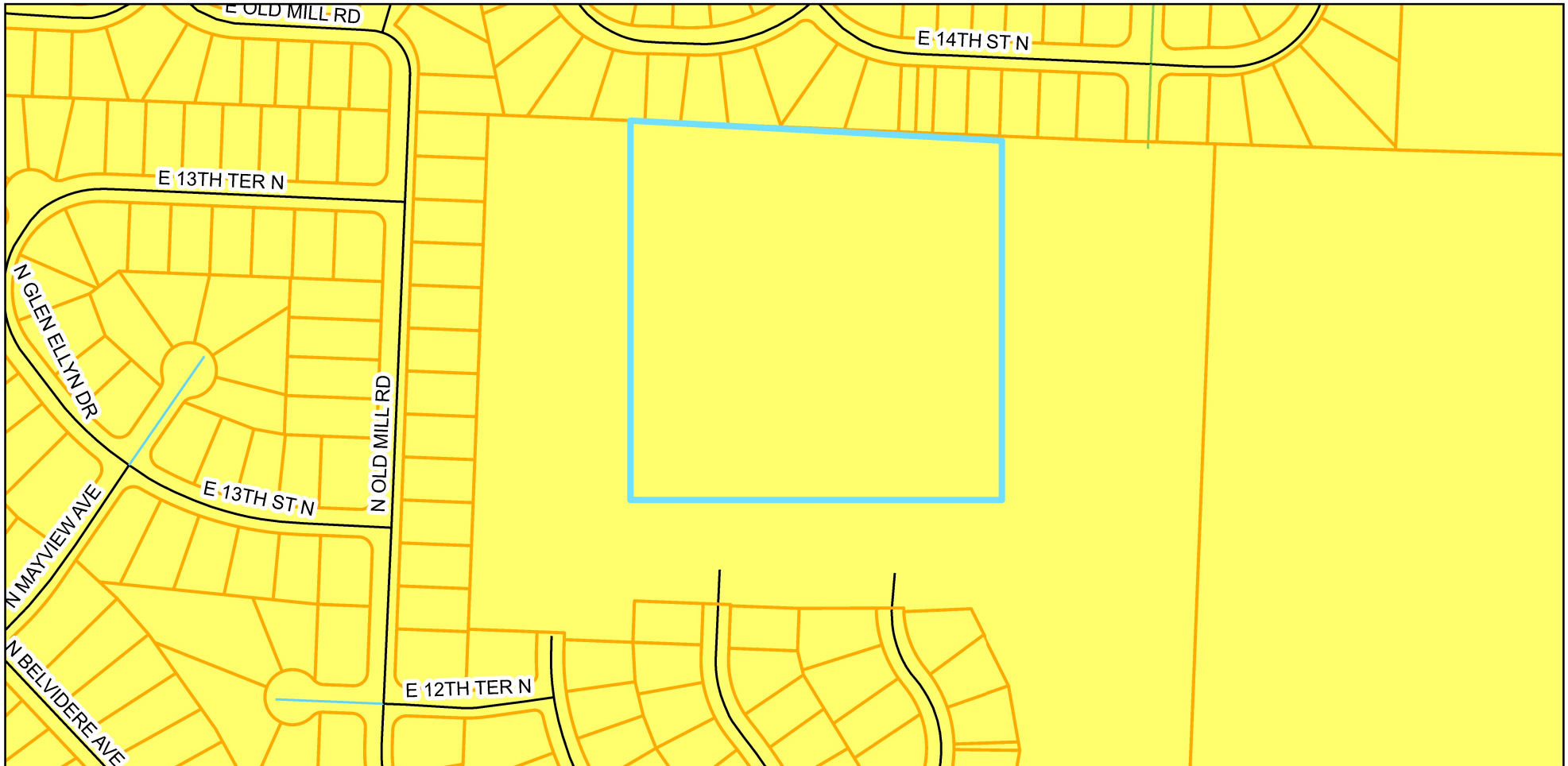
FILE: M5031-28

DESCRIPTION

That part of the East half of the Northwest Quarter of Section 28, Township 50 North, Range 31 West of the Fifth Principal Meridian, Independence, Jackson county, Missouri described as follows: Commencing at the Northeast Corner of said Northwest Quarter; thence North 87 degrees 42 minutes 42 seconds West on the North Line of said Northwest Quarter, 415.91 feet to the Point of Beginning; thence continuing North 87 degrees 42 minutes 42 seconds West on said North line, 612.89 feet to the northeast corner of Lot 140, Timber Creek Ranch 3rd Plat, a subdivision of record; thence South 02 degrees 04 minutes 05 seconds West on the east line of Lots 135 through Lot 140 inclusive, Timber Creek Ranch 3rd Plat, 494.31 feet to the Northwest corner of Lot 126, Timber Creek Ranch 4th Plat, a subdivision of record; thence South 87 degrees 55 minutes 55 seconds East on the north line of Lot 126, Lot 113, Lot 106 and the easterly extension thereof, 490.00 feet to the east right of way line of North Hannover Court; thence South 02 degrees 04 minutes 05 seconds West on said east right of way line, 3.85 feet to the northwest corner of Lot 93, Timber Creek Ranch 4th Plat; thence South 87 degrees 55 minutes 55 seconds East on the north line of said Lot 93, 122.88 feet to the northeast corner of said Lot 93; thence North 02 degrees 04 minutes 05 seconds East, 495.80 feet to the Point of Beginning. Contains 6.949 acres more or less.

Comprehensive Plan

#24-320-06



Legend

Parcels

Parcels

Streets

Collector
Local
Subsurface

City Limits

City Limits

Proposed Land Use (Comp Plan)

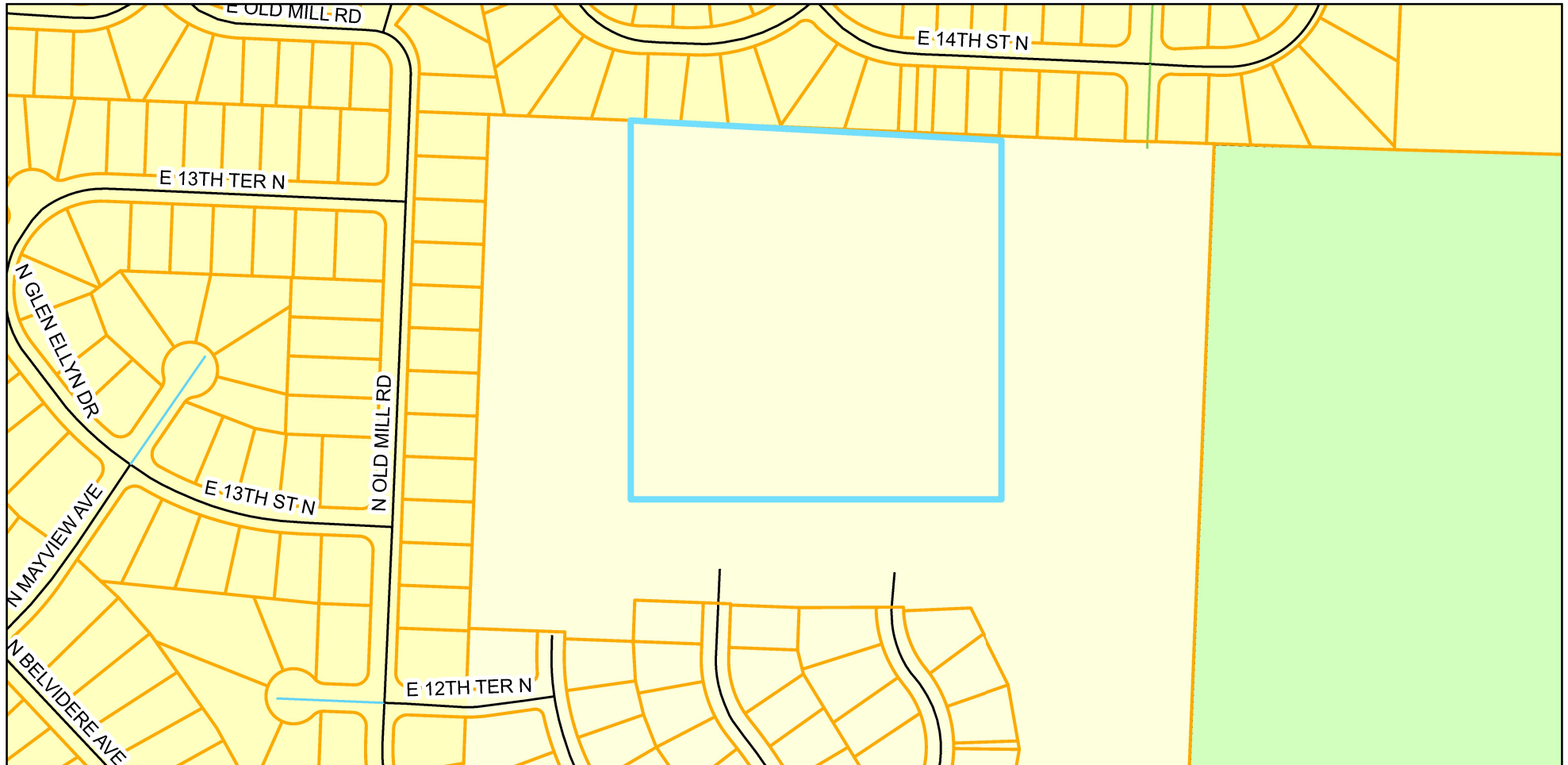
Residential Neighborhoods

0 0.05 0.1 0.2 Miles

Prepared by: Gabe Glaser
Community Development Department
Date Saved: 1/17/2025 11:59 AM

Zoning Map

#24-320-06



Legend

Parcels

Parcels

Streets

Collector
Local
Subsurface

City Limits

City Limits

Zoning District

R-4
R-6
R-A

0 0.05 0.1 0.2 Miles

Prepared by: Gabe Glaser
Community Development Department

Date Saved: 1/17/2025 11:59 AM



Planning Commission Minutes

January 28, 2025 6:00 PM

City Hall, 111 E. Maple Avenue (Ground Floor), Council Chambers

CALL TO ORDER

A meeting of the Planning Commission was held at 6:00 PM on 1/28/2025, in the 111 E Maple Avenue, Independence, MO 64050. The meeting was called to order.

ROLL CALL

Upon roll call, the following members were present - Laurie Dean Wiley, Eric Ashbaugh, Edward Nesbitt, Dan O'Neill, Virginia Ferguson, Jose Torres, Michael Young. Absent - .

CONSENT AGENDA

The Consent Agenda consists of routine items of business to be acted upon by the Planning Commission with little or no public discussion. The staff or committee recommendation for each item is included in the Planning Commission packet. Any item may be removed by a commissioner or staff member to become part of the regular agenda.

Commissioner Nesbitt requested to pull case 24-320-06 off the Consent Agenda.

1. Planning Commission Minutes – January 14, 2025

Motion

Commissioner Edward Nesbitt made a motion to approve the Consent Agenda. Commissioner Jose Torres seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

2. Case 24-320-06 – Final Plat – Timber Creek Ranch, 5th Plat – A request for approval of a Final Plat generally located north of Bundschu and Old Mill Road.

Commissioner Comments

In response to Commissioner Nesbitt's question, Mr. Harker explained that the reason the plat looks different is because the preliminary plat phase lines changed.

Motion

Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Jose Torres seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

PUBLIC HEARINGS

1. **Continued Case 25-100-03 – Rezoning – 10900 E Truman Rd** – A request to rezone the property from I-1 (Industrial), C-2 (General Commercial), and R-12 (Two Family Residential) to I-1 (Industrial).

Staff Presentation

Gabe Glaser presented the case. Mr. Glaser presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses.

In response to Commissioner Nesbitt's question, Mr. Glaser reviewed the stream buffer and water detention requirements.

Applicant Comments

Dustin Ferrell, 26917 E Flynn Rd, stated they would like an awning for their trucks and to complete this project, they need to combine these properties.

Public Comments

No public comments.

Motion

Commissioner Dan O'Neill made a motion to approve the case. Commissioner Edward Nesbitt seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

2. **Case 25-100-06 – Rezoning – 336 N. Hocker Ave** – A request to rezone the property from I-1 (Industrial) to R-6 (Single Family Residential).

Staff Presentation

Brian Harker presented the case. Mr. Harker presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses. Mr. Harker noted the applicant was unable to attend.

In response to Commissioner Ashbaugh's question, Mr. Harker stated Municipal Services would determine if any curbing needs to be extended.

In response to Commissioner Nesbitt's question, Mr. Harker stated the house is currently categorized as a dangerous building. He further noted that the applicant must obtain a permit to address this issue, in addition to rezoning.

Public Comments

No public comments.

Motion

Commissioner Eric Ashbaugh made a motion to approve the case. Commissioner Virginia Ferguson seconded the motion. The motion was approved Yes 6, No 0, Abstained 1.

ROUNDTABLE - NEXT MEETING FEBRUARY 11, 2025

ADJOURNMENT

The meeting was adjourned at 6:30 p.m.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-016 **1R** An ordinance authorizing the appropriation of no more than \$50,000,000 from the Missouri Development Finance Board to finance certain project costs for the City; approving the form of and authorizing the execution of a Financing Agreement with the Missouri Development Finance Board; and prescribing other matters relating thereto. **1R**

Recommendations:

Staff recommends approval of this item.

Background:

On January 6, 2025, the City Council approved a resolution declaring the City's official intent to issue tax-exempt obligations to finance the construction of three new fire stations and to renovate, improve and equip the Independence Utilities Center for law enforcement uses as part of the new proposed Justice Center. Funding for the project is derived from a combination of existing revenue sources, including the Fire Protection Sales Tax and the Marijuana Sales Tax. The final maturity date of the bonds shall not exceed 30 years with an early payment option that allows the city to pay off the bonds early without penalties.

Staff worked closely with the City's Financial Advisor, Columbia Capital Management, LLC, and Bond Counsel, Gilmore and Bell, P.C., to secure tax-exempt financing for the projects through the Missouri Development Finance Board.

Emergency Justification:**Fiscal Impact:**

The principal amount of the loans shall not exceed \$50,000,000 and annual appropriations will be included in the annual budget for Council approval.

Council Action:

Department / Contact	Finance and Administration /
---------------------------------	------------------------------

REVIEWERS

Melissa Cabrera

Melissa Cabrera
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. City Ordinance UPDATE 3.17.25
2. MDFB Supporting Documents

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ~~APPROPRIATION OF NO MORE THAN~~ **BORROWING OF NOT TO EXCEED** \$50,000,000 FROM THE MISSOURI DEVELOPMENT FINANCE BOARD TO FINANCE CERTAIN PROJECT COSTS FOR THE CITY; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION OF A FINANCING AGREEMENT WITH THE MISSOURI DEVELOPMENT FINANCE BOARD; AND PRESCRIBING OTHER MATTERS RELATING THERETO.

WHEREAS, the City of Independence, Missouri (the “City”), is a constitutional charter city and political subdivision of the State of Missouri duly created, organized and existing under the constitution and laws of the State of Missouri; and

WHEREAS, the City has determined that it is necessary and desirable, to adopt this Ordinance in order to provide financing for the costs to construct, improve and equip three new fire stations and related improvements within the City (the “Fire Stations Project”) and to renovate, improve and equip the existing Independence Utilities Center for law enforcement uses, including space for police headquarters (the “Police Project,” together with the Fire Stations Project, the “Projects”) by obtaining a loan from the Missouri Development Finance Board (the “Board”), in the principal amount not to exceed \$50,000,000 (the “Loan”) pursuant to the terms of the Financing Agreement (the “Financing Agreement”) between the City and the Board;

WHEREAS, the City will apply the proceeds of the Loan to (1) pay or reimburse the City for the costs of the Projects, (2) fund a debt service reserve fund (if necessary and desirable in connection with the marketing of the below-described Bonds), and (3) pay the costs of incurring the Loan and issuing the bonds which will be issued by the Board to fund such Loan (the “Bonds,” as further described herein); and

WHEREAS, it is hereby found and determined that it is necessary and advisable and in the best interest of the City and of its inhabitants that the City obtain the Loan from the Board in the form and manner as hereinafter provided to provide funds for the above-described purpose and to provide for the repayment of said Loan all as more fully described herein;

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

ARTICLE I - DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to words and terms defined elsewhere in this Ordinance, the Indenture and the Financing Agreement, the following capitalized words and terms as used in this Ordinance shall have the following meanings:

“**Additional Payments**” shall have the meaning set forth in the Financing Agreement.

“Board” means the Missouri Development Finance Board, a body corporate and politic of the State of Missouri.

“Bonds” means the not to exceed \$50,000,000 Infrastructure Facilities Revenue Bonds (City of Independence, Missouri - Public Safety Projects), Series 2025A, issued by the Board.

“Business Day” means a day other than a Saturday, Sunday or holiday on which the Trustee is scheduled in the normal course of its operations to be open to the public for conduct of its banking operations.

“City” means the City of Independence, Missouri, and any successors or assigns.

“Financing Agreement” means the Financing Agreement by and between the Board and the City pursuant to which the Board will loan the proceeds of the Bonds to the City.

“Loan” means the loan from the Board to the City made pursuant to the Financing Agreement.

“Loan Payments” shall have the meaning set forth in the Financing Agreement.

“Ordinance” means this Ordinance as from time to time amended in accordance with the terms hereof.

“Project Costs” means all costs of completing the Projects and the costs of incurring the Loan and issuing the Bonds.

“State” means the State of Missouri.

ARTICLE II - AUTHORIZATION FOR LOAN

Section 201. Authorization for Loan. The City is hereby authorized to borrow from the Board a sum not to exceed \$50,000,000 in order to permit the City to finance the purposes stated in the recitals hereto. The repayment terms of the Loan will be as set forth in the Financing Agreement, and will correspond to the repayment of the Bonds issued by the Board as described therein. The authorization for the Loan is conditional on the terms of the Bonds being reflected in the Bond Trust Indenture related to the Bonds and the below-described Bond Purchase Agreement consistent with the following:

- (a) The maximum principal amount of the Bonds shall not exceed \$50,000,000.
- (b) The True Interest Cost of the Bonds shall not exceed 6.50%.
- (c) The weighted average maturity of the Bonds shall not exceed 22 years.
- (d) The final maturity date of the Bonds shall be not later than the year 2054.
- (e) The underwriter’s discount (including expenses) shall not exceed 0.600% of the principal amount of the Bonds.
- (f) The Bonds shall be subject to optional redemption prior to maturity no later than 2035.

Section 202. Authorization of Documents. In connection with the Loan the City is hereby authorized to execute and deliver the following documents:

- (a) Financing Agreement.

- (b) Tax Compliance Agreement (the “Tax Compliance Agreement”) among the Board, the City, and UMB Bank, N.A., as trustee (the “Trustee”).
- (c) Continuing Disclosure Undertaking (the “Continuing Disclosure Undertaking”) executed by the City.
- (d) Bond Purchase Agreement among the City, the Board and the underwriter to be named therein, related to the purchase of the Bonds.

(the “City Documents”) in substantially the form presented to and reviewed by the City Council (copies of which documents shall be filed in the records of the City), with such changes therein as shall be approved by the officers executing such documents, such officers’ signatures thereon being conclusive evidence of their approval thereof.

Section 203. Limited Obligations. The City obligation to make Loan Payments and Additional Payments under the Financing Agreement shall be subject to annual appropriation and shall not constitute a debt, liability or indebtedness within the meaning of any constitutional, statutory or charter debt limitation or restriction, all as more fully provided in the Financing Agreement.

Section 204. Execution of Documents. The City Manager, Finance Director and the City Clerk are hereby authorized and directed to execute and deliver the City Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

ARTICLE III - SECURITY FOR THE LOAN

Section 301. Security for the Loan. The City’s obligation to make Loan Payments and Additional Payments pursuant to the Financing Agreement shall be subject to annual appropriation as provided in **Section 3.5** of the Financing Agreement. The taxing power of the City is not pledged to the payment of the Loan either as to principal or interest. The Loan shall not constitute a general obligation of the City, nor shall it constitute an indebtedness of the City within the meaning of any constitutional, statutory or charter provision, limitation or restriction.

The City currently intends to appropriate in each year funds sufficient for the payment of the Loan Payments and Additional Payments. In preparing the City’s annual budget the City Manager shall include or cause to be included in each budget submitted to the City Council such appropriation. Notwithstanding the foregoing, the decision of whether or not to appropriate is solely within the discretion of the City Council. In the event the City Council votes to not appropriate such moneys, the City shall immediately notify in writing the following persons of such Event of Nonappropriation: (i) the Board, (ii) the Trustee, (iii) the Municipal Securities Rulemaking Board, and (iv) each nationally recognized rating agency which currently maintains a rating on any of the City’s bonds or the Board’s bonds issued for the benefit of the City.

The City’s obligations to pay Loan Payments and Additional Payments under the Financing Agreement shall be from year to year only, and shall not constitute a mandatory payment obligation of the City in any ensuing Fiscal Year beyond the then current Fiscal Year. Neither the Financing Agreement nor the issuance of the Bonds shall directly or indirectly obligate the City to levy or pledge any form of taxation or make any appropriation or make any payments beyond those appropriated for the City’s then current Fiscal Year, but in each Fiscal Year Loan Payments and Additional Payments shall be payable solely from the amounts budgeted or appropriated therefor.

Section 302. Appropriation. The City hereby appropriates sufficient funds for the fiscal year ending June 30, 2025 for application to the payment of all Loan Payments and Additional Payments that become due during the fiscal year ending June 30, 2025.

ARTICLE IV - MISCELLANEOUS PROVISIONS

Section 401. Reimbursement. The City intends to reimburse itself from the proceeds of the Loan for Project Costs incurred by the City prior to the issuance of the Bonds, which reimbursement amount will not exceed the principal amount of the Bonds.

Section 402. Further Authority. The officers of the City, including the City Manager, Finance Director and the City Clerk, are hereby authorized and directed to execute all documents, and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Ordinance and to make any changes or additions in this Ordinance and the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they determine to be in the City's best interest, and the execution or taking of such action shall be conclusive evidence of such determination. This authority shall include the execution and delivery of any documents required by a bond insurer.

Section 403. Severability. If any section or other part of this Ordinance, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Ordinance.

Section 404. Governing Law. This Ordinance shall be governed exclusively by and constructed in accordance with the applicable laws of the State.

Section 405. Effective Date. This Ordinance shall take effect and be in full force in accordance with the City Charter.

[remainder of page intentionally left blank]

PASSED THIS _____ DAY OF _____, 2025, BY THE CITY COUNCIL OF
THE CITY OF INDEPENDENCE, MISSOURI.

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

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

**MISSOURI DEVELOPMENT FINANCE BOARD
as Board**

AND

**CITY OF INDEPENDENCE, MISSOURI,
as City**

FINANCING AGREEMENT

Dated as of May 1, 2025

Relating to

**\$[_____]
Missouri Development Finance Board
Infrastructure Facilities Revenue Bonds
(City of Independence, Missouri - Public Safety Projects)
Series 2025A**

Certain rights, title and interest of the Missouri Development Finance Board in this Financing Agreement have been pledged and assigned to UMB Bank, N.A., Kansas City, Missouri, as Trustee under a Bond Trust Indenture dated as of May 1, 2025, between the Board and the Trustee.

FINANCING AGREEMENT

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FINANCING AGREEMENT

THIS FINANCING AGREEMENT, dated as of May 1, 2025 (this “Financing Agreement”), between the **MISSOURI DEVELOPMENT FINANCE BOARD**, a body corporate and politic organized and existing under the laws of the State of Missouri (the “Board”), and the **CITY OF INDEPENDENCE, MISSOURI**, a constitutional charter city and political subdivision of the State of Missouri (the “City”);

WITNESSETH:

WHEREAS, the Board is authorized and empowered under the Missouri Development Finance Board Act, Sections 100.250 to 100.297, inclusive, of the Revised Statutes of Missouri, as amended (“Act”), to issue revenue bonds for the purpose of providing funds to finance and refinance the costs of certain “projects” as defined in the Act (which includes “infrastructure facilities,” as defined in the Act to include public facilities and any other improvements provided by any form of government) and to pay certain costs related to the issuance of such revenue bonds; and

WHEREAS, the City has requested that the Board assist in the financing of the Projects described herein through the issuance of the Board’s Infrastructure Facilities Revenue Bonds, being described as the Infrastructure Facilities Revenue Bonds (City of Independence, Missouri - Public Safety Projects), Series 2025A, in the original principal amount of \$ _____ (the “Series 2025A Bonds”); and

WHEREAS, the governing body of the Board passed and approved a resolution on March 18, 2025, authorizing the Board to issue the Series 2025A Bonds pursuant to the Bond Trust Indenture dated of even date herewith (the “Indenture”) between the Board and UMB Bank, N.A., as Trustee; and

WHEREAS, pursuant to such resolution, the Board is authorized (a) to execute and deliver the Indenture for the purpose of issuing and securing the Series 2025A Bonds, and (b) to enter into this Financing Agreement, under which the Board will loan the proceeds of the Series 2025A Bonds to the City in accordance with the provisions of this Financing Agreement to finance the Projects, in consideration of payments to be made by the City to the Trustee which are to be sufficient to pay the principal of, redemption premium, if any, and interest on the Series 2025A Bonds as the same become due; and

WHEREAS, the City, by Ordinance No. _____ passed by the City Council on April ___, 2025, approved the issuance of the Series 2025A Bonds and the execution and delivery of certain documents, including this Financing Agreement, and directed the City Manager to include in each future budget submitted to the City Council an appropriation for all payments required under this Financing Agreement, as provided herein and therein; and

WHEREAS, pursuant to the foregoing, the Board desires to loan the proceeds of the Series 2025A Bonds to the City, and the City desires to borrow the proceeds of the Series 2025A Bonds from the Board, to be repaid by the City upon the terms and conditions hereinafter set forth, all for the purpose of providing funds to (a) finance the Projects, [**(b) provide for an initial deposit to the Debt Service Reserve Fund,**] and (c) pay certain costs related to the issuance of the Series 2025A Bonds; and

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the Board and the City, do hereby represent, covenant and agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Words and Terms. Capitalized terms not defined in this Financing Agreement shall have the meanings set forth in the Indenture.

Section 1.2. Rules of Interpretation.

For all purposes of this Financing Agreement, except as otherwise expressly provided or unless the context otherwise requires:

(a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

(b) Words importing the singular number shall include the plural and vice versa and words importing person shall include firms, associations and corporations, including public bodies, as well as natural persons.

(c) The table of contents hereto and the headings and captions herein are not a part of this document.

(d) Terms used in an accounting context and not otherwise defined shall have the meaning ascribed to them by accounting principles generally accepted in the United States of America.

ARTICLE II

REPRESENTATIONS

Section 2.1. Representations by the Board. The Board represents and warrants to the City and the Trustee as follows:

(a) *Organization and Authority.* The Board (1) is a public body corporate and politic duly organized and existing under the laws of the State of Missouri, and (2) has lawful power and authority to enter into, execute and deliver this Financing Agreement and the Indenture and to carry out its obligations hereunder and thereunder, and (3) by all necessary action has been duly authorized to execute and deliver this Financing Agreement and all Transaction Documents required to be executed and delivered by it in connection with the issuance of the Series 2025A Bonds (collectively, the “Board Documents”), acting by and through its duly authorized officers.

(b) *No Defaults or Violations of Law.* The execution and delivery of this Financing Agreement and the other Board Documents by the Board will not result in a breach of any of the terms of, or constitute a default under, any indenture, mortgage, deed of trust, lease or other agreement or instrument to which the Board is a party or by which it or any of its property is bound or its bylaws or any of the constitutional or statutory laws, rules or regulations applicable to the Board or its property.

Section 2.2. Representations by the City. The City represents and warrants to the Board and the Trustee as follows:

(a) *Organization and Authority.* The City (1) is a constitutional charter city and political subdivision duly organized and validly existing under the laws of the State of Missouri, and (2) has lawful power and authority to enter into, execute and deliver this Financing Agreement and all other Transaction Documents required to be executed and delivered by it in connection with the issuance of the Series 2025A Bonds (collectively, the “City Documents”) and to carry out its obligations hereunder and thereunder, and (3) by all necessary action has been duly authorized to execute and deliver this Financing Agreement and the other City Documents, acting by and through its duly authorized officers.

(b) *No Defaults or Violations of Law.* The execution and delivery of this Financing Agreement and the other City Documents by the City will not conflict with or result in a breach of any of the terms of, or constitute a default under, any indenture, mortgage, deed of trust, lease or other agreement or instrument to which the City is a party or by which it or any of its property is bound or its charter, or any of the laws, rules or regulations applicable to the City or its property.

(c) *Public Purpose.* The City believes that the appropriation of revenues to pay its obligations under this Financing Agreement is an essential public purpose.

(d) *No Litigation.* To the knowledge of the City, there is no litigation or proceeding pending or threatened against the City or any other person affecting the right of the City to execute this Financing Agreement or the other City Documents or the ability of the City to make the Loan Payments or to otherwise comply with the obligations under this Financing Agreement or the other City Documents. Neither the execution and delivery of this Financing Agreement by the City, nor compliance by the City with its obligations under this Financing Agreement require the approval of any regulatory body, or any other entity, which approval has not been obtained.

Section 2.3. Survival of Representations. All representations of the Board and the City contained in this Financing Agreement or in any certificate or other instrument delivered by any such entity pursuant to this Financing Agreement or any other Transaction Document, or in connection with the transactions contemplated thereby, shall survive the execution and delivery thereof and the issuance, sale and delivery of the Series 2025A Bonds, as representations of facts existing as of the date of execution and delivery of the instruments containing such representations.

ARTICLE III

THE LOAN; PAYMENT OF THE SERIES 2025A BONDS; ISSUANCE OF THE SERIES 2025A BONDS

Section 3.1. Amount and Source of the Loan; Issuance of Bonds. The Board agrees to lend to the City, upon the terms and conditions herein and in the Indenture specified, the net proceeds received by the Board from the sale of the Series 2025A Bonds (the “Loan”). In order to provide funds to make the Loan and finance the Costs of the Projects, the Board agrees that it will issue, sell and deliver the Series 2025A Bonds to the Original Purchaser. The proceeds of the sale of the Series 2025A Bonds shall be paid over to the Trustee for the account of the Board and shall be administered, disbursed and applied for the payment of the Costs of the Projects and other purposes upon the terms and in the manner as provided in the Indenture and in this Financing Agreement.

Section 3.2. Loan Payments. Subject to the limitations of **Sections 3.5, 3.7 and 4.1** hereof, the City shall pay the following amounts to the Trustee, all as “Loan Payments” under this Financing Agreement:

(a) *Debt Service Fund -- Interest:* On or before 10:00 a.m. on or before the Business Day preceding each June 1 and December 1, commencing on the Business Day preceding December 1, 2025, an amount which is not less than the interest to become due on the next interest payment date on the Series 2025A Bonds; provided, however that the City may be entitled to certain credits on such payments as permitted under **Section 3.3** of this Financing Agreement.

(b) *Debt Service Fund -- Principal:* On or before 10:00 a.m. on or before the Business Day preceding each December 1, commencing on the Business Day preceding December 1, 2025, an amount which is not less than the installment of principal due on the Series 2025A Bonds on the next principal payment date; provided, however, that the City may be entitled to certain credits on such payments as permitted under **Section 3.3** of this Financing Agreement.

(c) *Debt Service Fund - Redemption:* On or before 10:00 a.m. on or before the Business Day preceding the date required by this Financing Agreement or the Indenture, the amount of any moneys received which is intended or required to redeem Series 2025A Bonds then Outstanding if the City exercises its right to redeem Series 2025A Bonds under any provision of the Indenture.

Notwithstanding any schedule of payments upon the Loan set forth in this Financing Agreement or the Indenture, the City shall make payments upon the Loan and shall be liable therefor at the times and in the amounts (including interest, principal, and redemption premium, if any) equal to the amounts to be paid as interest, principal and redemption premium, if any, whether at maturity or by optional or mandatory redemption upon all Bonds from time to time Outstanding under the Indenture.

Any Supplemental Financing Agreement shall provide for similar deposits into the Debt Service Fund of amounts sufficient to insure the prompt payment of the principal of, premium, if any, and interest on any Additional Bonds as the same become due.

Unpaid Loan Payments shall bear interest at the Prime Rate. Any interest charged and collected on an unpaid Loan Payment shall be deposited to the credit of the Debt Service Fund and applied to pay interest on overdue amounts in accordance with the Indenture.

The City and the Board each acknowledge that they have no interest in the Debt Service Fund[**, the Debt Service Reserve Fund**] or the Rebate Fund, and any moneys deposited therein shall be in the custody of and held by the Trustee in trust for the benefit of the Bondowners and the United States of America as provided in the Indenture.

Section 3.3. Credits on Loan Payments. Notwithstanding any provision contained in this Financing Agreement or in the Indenture to the contrary, in addition to any credits on the Loan resulting from the payment or prepayment of Loan Payments from other sources:

(a) any moneys deposited (including earnings thereon) by the Trustee in the Debt Service Fund as interest (including moneys received as accrued interest from the sale of the Bonds and any initial deposit of capitalized interest made from the proceeds of the sale of any

series of the Bonds) shall be credited against the obligation of the City to pay interest on the Loan as the same becomes due;

(b) any moneys deposited (including earnings thereon) by the Trustee in the Debt Service Fund as principal shall be credited against the obligation of the City to pay the principal of the Loan as the same becomes due in the order of maturity thereof; and

(c) the amount of any moneys transferred by the Trustee from any other fund held under the Indenture and deposited in the Debt Service Fund as interest or principal shall be credited against the obligation of the City to pay interest or principal, as the case may be, as the same become due.

Section 3.4. Additional Payments. Subject to the limitations of **Sections 3.5, 3.7 and 4.1** hereof, the City shall pay the following amounts to the following persons, all as “Additional Payments” under this Financing Agreement:

(a) to the Trustee, when due, all reasonable fees and charges for its services rendered under the Indenture, this Financing Agreement and any other Transaction Documents, and all reasonable expenses (including without limitation reasonable fees and charges of any Paying Agent, bond registrar, counsel, accountant, engineer or other person) incurred in the performance of the duties of the Trustee under the Indenture or this Financing Agreement for which the Trustee and other persons are entitled to repayment or reimbursement;

(b) to the Trustee, upon demand, an amount necessary to pay rebatable arbitrage in accordance with the Tax Compliance Agreement and the Indenture;

[** (c) to the Trustee, upon written notice from the Trustee of the amount required by **Section 410(a)** or **(b)** of the Indenture necessary to restore the Debt Service Reserve Fund to an amount equal to the Debt Service Reserve Fund Requirement; **]

(d) to the Board, on the Bond Issuance Date, its regular administrative and issuance fees and charges, if any, and all expenses (including without limitation attorney’s fees) incurred by the Board in relation to the transactions contemplated by this Financing Agreement and the Indenture, which are not otherwise to be paid by the City under this Financing Agreement or the Indenture;

(e) to the appropriate person, such payments as are required (i) as payment for or reimbursement of any and all reasonable costs, expenses and liabilities incurred by the Board or the Trustee or any of them in satisfaction of any obligations of the City hereunder that the City does not perform, or incurred in the defense of any action or proceeding with respect to the Projects, this Financing Agreement or the Indenture, or (ii) as reimbursement for expenses paid, or as prepayment of expenses to be paid, by the Board or the Trustee and that are incurred as a result of a request by the City, or a requirement of this Financing Agreement and that the City is not otherwise required to pay under this Financing Agreement;

(f) to the appropriate person, any other amounts required to be paid by the City under this Financing Agreement, the Tax Compliance Agreement or the Indenture; and

(g) any past due Additional Payments shall continue as an obligation of the City until they are paid and shall bear interest at the Prime Rate plus 2% during the period such Additional Payments remain unpaid.

Section 3.5. Annual Appropriations. The City intends, on or before the last day of each Fiscal Year, to budget and appropriate, specifically with respect to this Financing Agreement, moneys sufficient to pay all the Loan Payments and reasonably estimated Additional Payments for the next succeeding Fiscal Year. The City shall deliver written notice to the Trustee no later than 15 days after the commencement of its Fiscal Year stating whether or not the City Council has appropriated funds sufficient for the purpose of paying the Loan Payments and Additional Payments reasonably estimated to become due during such Fiscal Year. If the City Council shall have made the appropriation necessary to pay the Loan Payments and reasonably estimated Additional Payments to become due during such Fiscal Year, the failure of the City to deliver the foregoing notice on or before the 15th day after the commencement of its Fiscal Year shall not constitute an Event of Nonappropriation and, on failure to receive such notice 15 days after the commencement of the City's Fiscal Year, the Trustee shall request that the City confirm whether or not such appropriation has been made. If the City Council shall not have made the appropriation necessary to pay the Loan Payments and Additional Payments reasonably estimated to become due during such succeeding Fiscal Year, the failure of the City to deliver the foregoing notice on or before the 15th day after the commencement of its Fiscal Year shall constitute an Event of Nonappropriation.

Section 3.6. Annual Budget Request. The City Manager or other officer of the City at any time charged with the responsibility of formulating budget proposals shall include in the budget proposals submitted to the City Council, in each Fiscal Year in which this Financing Agreement shall be in effect, an appropriation for all payments required for the ensuing Fiscal Year; it being the intention of the City that the decision to appropriate or not to appropriate under this Financing Agreement shall be made solely by the City Council and not by any other official of the City. The City intends, subject to the provisions above respecting the failure of the City to budget or appropriate funds to make Loan Payments and Additional Payments, to pay the Loan Payments and Additional Payments hereunder. The City reasonably believes that legally available funds in an amount sufficient to make all Loan Payments and Additional Payments during each Fiscal Year can be obtained. The City further intends to do all things lawfully within its power to obtain and maintain funds from which the Loan Payments and Additional Payments may be made, including making provision for such Loan Payments and Additional Payments to the extent necessary in each proposed annual budget submitted for approval in accordance with applicable procedures of the City and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. The City's Director of Finance is directed to do all things lawfully within such person's power to obtain and maintain funds from which the Loan Payments and Additional Payments may be paid, including making provision for such Loan Payments and Additional Payments to the extent necessary in each proposed annual budget submitted for approval or by supplemental appropriation in accordance with applicable procedures of the City and to exhaust all available reviews and appeals in the event such portion of the budget or supplemental appropriation is not approved. Notwithstanding the foregoing, the decision to budget and appropriate funds is to be made in accordance with the City's normal procedures for such decisions.

Section 3.7. Loan Payments to Constitute Current Expenses of the City. The Board and the City acknowledge and agree that the Loan Payments and Additional Payments hereunder shall constitute currently budgeted expenditures of the City, and shall not in any way be construed or interpreted as creating a liability or a general obligation or debt of the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the City, nor shall anything contained herein constitute a pledge of the general credit, tax revenues, funds or moneys of the City. The City's obligations to pay Loan Payments and Additional Payments hereunder shall be from year to year only, and shall not constitute a mandatory payment obligation of the City in any ensuing Fiscal Year beyond the then current Fiscal Year. Neither this Financing Agreement nor the issuance of the Series 2025A Bonds shall directly or indirectly obligate the City to levy or pledge

any form of taxation or make any appropriation or make any payments beyond those appropriated for the City's then current Fiscal Year, but in each Fiscal Year Loan Payments and Additional Payments shall be payable solely from the amounts budgeted or appropriated therefor out of the income and revenue provided for such year, plus any unencumbered balances from previous years; provided, however, that nothing herein shall be construed to limit the rights of the owners of the Series 2025A Bonds or the Trustee to receive any amounts which may be realized from the Trust Estate pursuant to the Indenture. Failure of the City to budget and appropriate said moneys on or before the last day of any Fiscal Year shall be deemed an Event of Nonappropriation.

ARTICLE IV

SECURITY FOR THE LOAN

Section 4.1. Security for the Loan. The City's obligations to pay the Loan Payments and Additional Payments described herein and any amounts required to be paid under **Section 6.2** or **Section 9.4** hereof, as applicable, shall be limited, special obligations of the City payable solely from, and secured as to the payment of principal and interest by, a pledge of, subject to annual appropriation by the City as provided in **Section 3.5** hereof, all legally available revenues of the City. The taxing power of the City is not pledged to the payment of the Loan either as to principal or interest. The City's obligation to pay the Loan Payments and Additional Payments shall not constitute general obligations of the City, nor shall they constitute an indebtedness of the City within the meaning of any constitutional, statutory or charter provision, limitation or restriction.

ARTICLE V

TERM

Section 5.1. Term of Financing Agreement. This Financing Agreement shall be effective from and after its execution and delivery and shall continue in full force and effect until the Bonds are deemed to be paid within the meaning of **Article X** of the Indenture and provision has been made for paying all other sums payable by the City to the Board, the Trustee and the Paying Agent for the Bonds under this Financing Agreement and the Indenture. All agreements, covenants, representations and certifications by the City as to all matters affecting the status of the interest on the Series 2025A Bonds shall survive the termination of this Financing Agreement and the defeasance of the Series 2025A Bonds.

ARTICLE VI

GENERAL COVENANTS AND PROVISIONS

Section 6.1. Information Provided to the Board and the Trustee. The City shall furnish to the Board and the Trustee written notice of any Event of Nonappropriation as soon as practicable, but in no event more than **5** days after such Event of Nonappropriation.

The City will at any and all times, upon the written request of the Trustee or the Board and at the expense of the City, permit the Trustee and the Board by their representatives to inspect the properties, books of account, records, reports and other papers of the City, and to take copies and extracts therefrom, and will promptly afford and procure a reasonable opportunity to make any such inspection, and the City will furnish to the Board and the Trustee any and all information as the Board or the Trustee may

reasonably request with respect to the performance by the City of its covenants in this Financing Agreement.

Section 6.2. Indemnification.

(a) The City releases the Board and the Trustee from, agrees that the Board and the Trustee shall not be liable for, and to the extent allowed by law and without waiver of sovereign immunity or any other immunity, indemnifies the Board and the Trustee against, all liabilities, losses, damages (including attorneys' fees), causes of action, suits, claims, costs and expenses, demands and judgments of any nature imposed upon or asserted against the Board or the Trustee, on account of: (i) any breach or default on the part of the City in the performance of any covenant or agreement of the City under this Financing Agreement or any related document, or arising from any act or failure to act by the City, or any of its officials, agents, contractors, servants, employees or licensees (including, without limitation, any failure to comply or any violation, actual or alleged, in connection with Environmental Regulations); (ii) matters regarding the authorization, issuance and sale of the Series 2025A Bonds attributable to the City, and the provision of any information furnished by the City in connection therewith concerning the Projects or the City or arising from (1) any errors or omissions by the City such that the Series 2025A Bonds, when delivered to the Bondowners, are not validly issued and binding obligations of the Board, or (2) any fraud or misrepresentations or omissions contained in the proceedings of the Board furnished by or attributable to the City relating to the issuance of the Series 2025A Bonds or pertaining to the financial condition of the City which, if known to the original purchaser of the Series 2025A Bonds, might be considered a material factor in its decision to purchase the Series 2025A Bonds.

(b) The City agrees, to the extent allowed by law and without waiver of sovereign immunity or any other immunity, to indemnify the Trustee for and to hold it harmless against all liabilities, claims, costs and expenses incurred without negligence or willful misconduct on the part of the Trustee, on account of any action taken or omitted to be taken by the Trustee in accordance with the terms of this Financing Agreement, the Series 2025A Bonds, the Indenture or any other Transaction Document or any action taken at the request of or with the consent of the City, including the costs and expenses (including, without limitation, reasonable compensation, expenses and disbursements of its agents and counsel) of the Trustee in defending itself against any such claim, action or proceeding brought in connection with the exercise or performance of any of its powers or duties under this Financing Agreement, the Series 2025A Bonds or the Indenture.

(c) In case any action or proceeding is brought against the Trustee in respect of which indemnity may be sought hereunder, the party seeking indemnity promptly shall give notice of that action or proceeding to the City, and the City upon receipt of that notice shall have the obligation and the right to assume the defense of the action or proceeding; provided, that failure of a party to give that notice shall not relieve the City from any of their obligations under this Section unless that failure prejudices the defense of the action or proceeding by the City. At its own expense, an indemnified party may employ separate legal counsel and participate in the defense; provided, however, in the event the City shall fail to employ counsel or such counsel shall fail to actively defend such actions or protect the Board or the Trustee, or both, the Board or the Trustee may employ counsel at the expense of the City to defend such action. The City shall not be liable for any settlement without its written consent.

(d) The indemnification set forth above is intended to and shall include the indemnification of all affected officials, directors, officers, attorneys, accountants, financial advisors, staff and employees of the Board and the Trustee, respectively. That indemnification is intended to and shall be enforceable by the Board and the Trustee, respectively, to the full extent permitted by law and without waiver of the City's sovereign immunity or any other immunity.

Section 6.3. Continuing Disclosure. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Undertaking. Notwithstanding any other provision of this Financing Agreement, failure of the City to comply with the Continuing Disclosure Undertaking shall not be considered an event of default under this Financing Agreement; however, the Trustee may (and, at the request of the Underwriter or the owners of at least 25% aggregate principal amount in Outstanding Bonds, shall) or any bondowner or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the City to comply with its obligations under this Section. For purposes of this Section, **“Beneficial Owner”** means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

ARTICLE VII

ADDITIONAL BONDS

Section 7.1. Additional Bonds. The Board from time to time may, in its sole discretion, at the written request of the City, authorize the issuance of Additional Bonds for the purposes and upon the terms and conditions provided in **Section 203** of the Indenture; provided that (1) the terms of such Additional Bonds, the purchase price to be paid therefor and the manner in which the proceeds thereof are to be disbursed shall have been approved by resolutions adopted by the Board and the City; (2) the Board and the City shall have entered into a Supplemental Financing Agreement to acknowledge that Loan Payments are revised to the extent necessary to provide for the payment of the principal of, redemption premium, if any, and interest on the Additional Bonds and to extend the term of this Financing Agreement if the maturity of any of the Additional Bonds would otherwise occur after the expiration of the term of this Financing Agreement; and (3) the Board and the City shall have otherwise complied with the provisions of this Financing Agreement and **Section 203** of the Indenture with respect to the issuance of such Additional Bonds.

ARTICLE VIII

ASSIGNMENT OF BOARD’S RIGHTS UNDER FINANCING AGREEMENT

Section 8.1. Assignment by the Board. The Board, by means of the Indenture and as security for the payment of the principal of, purchase price, and redemption premium, if any, and interest on the Series 2025A Bonds, will assign, pledge and grant a security interest in all of its rights, title and interests in, to and under this Financing Agreement, including Loan Payments and Additional Payments and other revenues, moneys and receipts received by it pursuant to this Financing Agreement, to the Trustee (reserving its Unassigned Board’s Rights) for the benefit of the bondowners.

Section 8.2. Restriction on Transfer of Board’s Rights. The Board will not sell, assign, transfer or convey its interests in this Financing Agreement except pursuant to the Indenture.

ARTICLE IX

EVENTS OF DEFAULT AND REMEDIES

Section 9.1. Events of Default Defined. The term “Event of Default” or “Default” shall mean any one or more of the following events:

- (a) Failure by the City to make timely payment of any Loan Payment.
- (b) Failure by the City to make any Additional Payment when due and, after notice of such failure, the City shall have failed to make such payment within 10 days following the due date.
- (c) Failure by the City to observe and perform any covenant, condition or agreement on the part of the City under this Financing Agreement or the Indenture, other than as referred to in the preceding subparagraphs (a) and (b) of this Section, for a period of 30 days after written notice of such default has been given to the City by the Trustee or the Board during which time such default is neither cured by the City nor waived in writing by the Trustee and the Board, provided that, if the failure stated in the notice cannot be corrected within said 30-day period, the Trustee and the Board may consent in writing to an extension of such time prior to its expiration and the Trustee and the Board will not unreasonably withhold their consent to such an extension if corrective action is instituted by the City within the 30-day period and diligently pursued to completion and if such consent, in their judgment, does not materially adversely affect the interests of the bondowners.
- (d) Any representation or warranty by the City herein or in any certificate or other instrument delivered under or pursuant to this Financing Agreement or the Indenture or in connection with the financing of the Projects shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made, unless waived in writing by the Board and the Trustee or cured by the City, if such representation or warranty can be cured to the satisfaction of the Board and the Trustee within 30 days after notice thereof has been given to the City.

Section 9.2. Remedies on Default. Subject to the provisions of **Section 9.7** hereof, whenever any Event of Default shall have occurred and be continuing, the Trustee, as the assignee of the Board, may take any one or more of the following remedial steps; provided that if the principal of all Bonds then Outstanding and the interest accrued thereon shall have been declared immediately due and payable pursuant to the provisions of **Section 702** of the Indenture, all Loan Payments for the remainder of the term of the Loan shall become immediately due and payable without any further act or action on the part of the Board or the Trustee and the Trustee may immediately proceed (subject to the provisions of **Section 9.7** hereof) to take any one or more of the remedial steps set forth in subparagraph (b) of this Section:

- (a) By written notice to the City declare the outstanding principal of the Loan due in such Fiscal Year to be immediately due and payable, together with interest on overdue payments of principal and redemption premium, if any, and, to the extent permitted by law, interest, at the rate or rates of interest specified in the respective Bonds or the Indenture, without presentment, demand or protest, all of which are expressly waived.
- (b) Take whatever other action at law or in equity is necessary and appropriate to exercise or to cause the exercise of the rights and powers set forth herein or in the Indenture, as

may appear necessary or desirable to collect the amounts payable pursuant to this Financing Agreement then due and thereafter to become due or to enforce the performance and observance of any obligation, agreement or covenant of the City under this Financing Agreement or the Indenture.

In the enforcement of the remedies provided in this Section, the Trustee may treat all fees, costs and expenses of enforcement, including reasonable legal, accounting and advertising fees and expenses, as Additional Payments then due and payable by the City.

Any amount collected pursuant to action taken under this Section shall be paid to the Trustee and applied, first, to the payment of any costs, expenses and fees incurred by the Board or the Trustee as a result of taking such action and, next, any balance shall be used to satisfy any Loan Payments then due by payment into the Debt Service Fund and applied in accordance with the Indenture and, then, to satisfy any other Additional Payments then due or to cure any other Event of Default.

Notwithstanding the foregoing, the Trustee shall not be obligated to take any step that in its opinion will or might cause it to expend time or money or otherwise incur liability, unless and until indemnity satisfactory to it has been furnished to the Trustee at no cost or expense to the Trustee, as may be provided in **Section 802** and **Section 804** of the Indenture.

The provisions of this Section are subject to the limitation that the annulment of a declaration that the Bonds are immediately due and payable shall automatically constitute an annulment of any corresponding declaration made pursuant to subparagraph (a) of this Section and a waiver and rescission of the consequences of such declaration and of the Event of Default with respect to which such declaration has been made, provided that no such waiver or rescission shall extend to or affect any other or subsequent Default or impair any right consequent thereon. In the event any covenant, condition or agreement contained in this Financing Agreement shall be breached or any Event of Default shall have occurred and such breach or Event of Default shall thereafter be waived by the Trustee, such waiver shall be limited to such particular breach or Event of Default.

Section 9.3. No Remedy Exclusive. Subject to the provisions of **Section 9.7** hereof, no remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Financing Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon a Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Trustee to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be herein expressly required.

Section 9.4. Agreement to Pay Attorneys' Fees and Expenses. Subject to the provisions of **Section 3.7** hereof, in connection with any Event of Default by the City, if the Board or the Trustee employs attorneys or incurs other expenses for the collection of amounts payable hereunder or the enforcement of the performance or observance of any covenants or agreements on the part of the City herein contained, the City agrees that it will, on demand therefor, pay to the Board and the Trustee the reasonable fees of such attorneys and such other reasonable fees, costs and expenses so incurred by the Board and the Trustee.

Section 9.5. Board and City to Give Notice of Default. The Board and the City shall each, at the expense of the City, promptly give to the Trustee written notice of any Default of which the Board

or the City, as the case may be, shall have actual knowledge or written notice, but the Board shall not be liable for failing to give such notice.

Section 9.6. Performance of the City's Obligations. If the City shall fail to keep or perform any of its obligations as provided in this Financing Agreement, then the Board or the Trustee may (but shall not be obligated so to do), upon the continuance of such failure on the City's part for 15 days after notice of such failure is given to the City by the Board or the Trustee, and without waiving or releasing the City from any obligation hereunder, as an additional but not exclusive remedy, make any such payment or perform any such obligation, and all sums so paid by the Board or the Trustee and all necessary incidental costs and expenses incurred by the Board or the Trustee in performing such obligations shall be deemed to be Additional Payments and shall be paid to the Board or the Trustee plus interest at the Prime Rate plus 2% on demand.

Section 9.7. Remedial Rights Assigned to the Trustee. Upon the execution and delivery of the Indenture, the Board will thereby have assigned to the Trustee all rights and remedies conferred upon or reserved to the Board by this Financing Agreement, reserving only the Unassigned Board's Rights. The Trustee shall have the exclusive right to exercise such rights and remedies conferred upon or reserved to the Board by this Financing Agreement in the same manner and to the same extent, but under the limitations and conditions imposed thereby and hereby. The Trustee and the bondowners shall be deemed third party creditor beneficiaries of all representations, warranties, covenants and agreements contained herein.

ARTICLE X

PREPAYMENT AND ACCELERATION OF LOAN PAYMENTS

Section 10.1. Prepayment at the Option of the City. Upon the exercise by the City of its option to cause the Bonds or any portion thereof to be redeemed pursuant to the Indenture, the City shall prepay Loan Payments in whole or in part at the times and at the prepayment prices sufficient to redeem all or a corresponding portion of the Bonds then Outstanding in accordance with the Indenture. At the written direction of the City such prepayments shall be applied to the redemption of the Bonds in whole or in part in accordance with the Indenture.

Section 10.2. Mandatory Prepayment to Satisfy Scheduled Mandatory Sinking Fund Redemption Requirements. The City shall prepay Loan Payments at the times, in the amounts and at the prepayment prices sufficient to redeem corresponding portions of the Bonds in accordance with any mandatory sinking fund redemption provisions of the Indenture. The City shall be entitled to all credits on such prepayment of a portion of Loan Payments, as set forth in the Indenture, and the City shall comply with all terms and provisions of the Indenture with respect thereto.

Section 10.3 Right to Prepay at Any Time. The City shall have the option at any time to prepay all of the Loan Payments, Additional Payments and other amounts it is required to pay hereunder by paying to the Trustee all such sums as are sufficient to satisfy and discharge the Indenture and paying or making provision for the payment of all other sums payable hereunder.

Section 10.4. Notice of Prepayment. To exercise an option granted by **10.1** or **10.3**, the City shall give written notice to the Board and the Trustee which shall specify therein the date upon which a prepayment of Loan Payments will be made, which date shall be not less than 45 days from the date the notice is received by the Trustee. In the Indenture, the Board has directed the Trustee to forthwith take all

steps (other than the payment of the money required to redeem the Bonds) necessary under the applicable provisions of the Indenture to effect any redemption of the then Outstanding Bonds, in whole, or in part, pursuant to **Section 302** of the Indenture.

Section 10.5. Precedence of this Article. The rights, options and obligations of the City set forth in this Article may be exercised or shall be fulfilled, as the case may be, whether or not a Default exists hereunder, provided that such Default will not result in nonfulfillment of any condition to the exercise of any such right or option.

ARTICLE XI

SUPPLEMENTAL FINANCING AGREEMENTS

Section 11.1. Supplemental Financing Agreements without Consent of Bondowners. Without the consent of the owners of any Bonds, the Board and the City may from time to time enter into one or more Supplemental Financing Agreements, for any of the following purposes:

- (a) to subject to this Financing Agreement additional property or to more precisely identify any project financed or refinanced out of the proceeds of any series of Bonds, or to substitute or add additional property thereto; or
- (b) to add to the conditions, limitations and restrictions on the authorized amount, terms or purposes of the Loan, as herein set forth, additional conditions, limitations and restrictions thereafter to be observed; or
- (c) in connection with the issuance of any Additional Bonds, to make such other provisions as provided in **Section 7.1**; or
- (d) to evidence the succession of another entity to the City and the assumption by any such successor of the covenants of the City herein contained; or
- (e) to add to the covenants of the City or to the rights, powers and remedies of the Trustee for the benefit of the owners of all or any series of Bonds or to surrender any right or power herein conferred upon the City; or
- (f) to cure any ambiguity, to correct or supplement any provision herein which may be inconsistent with any other provision herein or to make any other provisions, with respect to matters or questions arising under this Financing Agreement, which shall not be inconsistent with the provisions of this Financing Agreement, provided such action shall not adversely affect the interests of the owners of the Bonds (and the Trustee shall be entitled to receive and rely upon and Opinion of Counsel in exercising such judgment).

Section 11.2. Supplemental Financing Agreements with Consent of Bondowners. With the prior written consent of the owners of not less than a majority in principal amount of the Bonds then Outstanding affected by such Supplemental Financing Agreement, the Board and the City may enter into Supplemental Financing Agreements, in form satisfactory to the Trustee, for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Financing Agreement or of modifying in any manner the rights of the Trustee and the owners of the Bonds under this Financing Agreement; provided, however, that no such Supplemental Financing Agreement shall, without the consent of the owner of each Outstanding Bond affected thereby:

(a) change the stated maturity of the principal of, or any installment of interest on, the Loan, or reduce the principal amount thereof or the interest thereon or any premium payable upon the redemption thereof, or change any place of payment where (except as may be required in connection with the appointment of a successor Trustee), or the coin or currency in which, the Loan, or the interest thereon is payable, or impair the right to institute suit for the enforcement of any such payment on or after the stated maturity thereof (or, in the case of redemption, on or after the redemption date); or

(b) reduce the percentage in principal amount of the Outstanding Bonds, the consent of whose owners is required for any such Supplemental Financing Agreement, or the consent of whose owners is required for any waiver provided for in this Financing Agreement of compliance with certain provisions of this Financing Agreement or certain defaults hereunder and their consequences; or

(c) modify any of the provisions of this Section, except to increase any percentage provided thereby or to provide that certain other provisions of this Financing Agreement cannot be modified or waived without the consent of the owner of each Bond affected thereby.

The Trustee may in its discretion determine whether or not any Bonds would be affected by any Supplemental Financing Agreement and any such determination shall be conclusive upon the owners of all Bonds, whether theretofore or thereafter authenticated and delivered under the Indenture. The Trustee shall not be liable for any such determination made in good faith.

It shall not be necessary for the required percentage of owners of Bonds under this Section to approve the particular form of any proposed Supplemental Financing Agreement, but it shall be sufficient if such act shall approve the substance thereof.

Section 11.3. Execution of Supplemental Financing Agreements. In executing or consenting to any Supplemental Financing Agreement permitted by this Article, the Board and the Trustee shall be entitled to receive, and, subject to **Article VIII** of the Indenture, shall be fully protected in relying upon, an Opinion of Counsel stating that the execution of such Supplemental Financing Agreement is authorized and permitted by and in compliance with this Financing Agreement. The Trustee may, but shall not be obligated to, consent to any such Supplemental Financing Agreement which affects the Trustee's own rights, duties or immunities under this Financing Agreement, the other Transaction Documents or otherwise.

Section 11.4. Effect of Supplemental Financing Agreements. Upon the execution of any Supplemental Financing Agreement under this Article, this Financing Agreement shall be modified in accordance therewith and such Supplemental Financing Agreement shall form a part of this Financing Agreement for all purposes; and the City, the Board, the Trustee and every owner of Bonds theretofore or thereafter authenticated and delivered under the Indenture shall be bound thereby.

Section 11.5. Reference in Bonds to Supplemental Financing Agreements. Bonds authenticated and delivered after the execution of any Supplemental Financing Agreement pursuant to this Article may, and if required by the Trustee shall, bear a notation in form approved by the Trustee as to any matter provided for in such Supplemental Financing Agreement. If the Board shall so determine, new Bonds so modified as to conform, in the opinion of the Trustee and the Board, to any such Supplemental Financing Agreement may be prepared and executed by the Board and authenticated and delivered by the Trustee in exchange for Outstanding Bonds.

ARTICLE XII

MISCELLANEOUS

Section 12.1. Authorized Representatives. Whenever under this Financing Agreement the approval of the Board is required or the Board is required or permitted to take some action, such approval shall be given or such action shall be taken by the Board Representative, and the City and the Trustee shall be authorized to act on any such approval or action. Any approval shall not be unreasonably withheld or delayed.

Whenever under this Financing Agreement the approval of the City is required or the City is required or permitted to take some action, such approval shall be given or such action shall be taken by the City Representative, and the Board and the Trustee shall be authorized to act on any such approval or action.

Section 12.2. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered by hand delivery or overnight delivery service or received by registered or certified mail, postage prepaid, return receipt requested, addressed as specified in **Section 1101** of the Indenture. A duplicate copy of each notice, certificate or other communication given hereunder to any party mentioned in said **Section 1101** shall be given to all other parties mentioned therein (other than the bondowners unless a copy is required to be furnished to them by other provisions of this Financing Agreement). The Board, the City or the Trustee may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent to it.

Section 12.3. Performance Date Not a Business Day. If any date for the payment of principal of, or redemption premium, if any, or interest on the Series 2025A Bonds or the taking of any other action hereunder is not a Business Day, then such payment shall be due, or such action shall be taken, on the first Business Day thereafter with the same force and effect as if made on the date fixed for payment or performance.

Section 12.4. Binding Effect. This Financing Agreement shall inure to the benefit of and shall be binding upon the Board and the City and their respective successors and assigns.

Section 12.5. Execution in Counterparts. This Financing Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 12.6. No Pecuniary Liability. All covenants, obligations and agreements of the City contained in this Financing Agreement and the Indenture shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future councilmember, commissioner, director, officer, agent or employee of the City other than in their official capacity.

Section 12.7. Extent of Covenants of the Board; No Personal or Pecuniary Liability. All covenants, obligations and agreements of the Board contained in this Financing Agreement and the Indenture shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future director, officer, agent or employee of the Board in other than his official capacity, and no official executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or

accountability by reason of the issuance thereof or by reason of the covenants, obligations or agreements of the Board contained in this Financing Agreement or in the Indenture. No provision, covenant or agreement contained in this Financing Agreement, the Indenture or the Bonds, or any obligation herein or therein imposed upon the Board, or the breach thereof, shall constitute or give rise to or impose upon the Board a pecuniary liability or a charge. No provision hereof shall be construed to impose a charge against the general credit of the Board or any personal or pecuniary liability upon any director, officer, agent or employee of the Board.

Section 12.8. Net Loan. Subject to the limitations described in **Sections 3.5, 3.7 and 4.1**, the parties hereto agree (a) that the payments of Loan Payments are designed to provide the Board and the Trustee with moneys adequate in amount to pay all principal of, redemption premium, if any, and interest accruing on the Bonds as the same become due and payable, (b) that to the extent that the payments of Loan Payments are not sufficient to provide the Board and the Trustee with funds sufficient for the purposes aforesaid, the City shall be obligated to pay (subject to the limitations set forth in **Section 3.5** hereof) to, and they do hereby covenant and agree to pay, upon demand therefor, as Additional Payments, such further moneys, in cash, as may from time to time be required for such purposes, and (c) that if after the principal of, redemption premium, if any, and interest on the Bonds and all costs incident to the payment of the Bonds have been paid in full (including all Additional Payments) the Trustee or the Board holds unexpended funds received in accordance with the terms hereof, such unexpended funds shall, after payment therefrom of all sums then due and owing by the City under the terms of this Financing Agreement, be distributed in accordance with **Article IV** of the Indenture.

Section 12.9. Complete Agreement. The Board and the City understand that oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable. To protect the Board and the City from misunderstanding or disappointment, any agreements the Board and the City reach covering such matters are contained in this Financing Agreement, which is the complete and exclusive statement of the agreement between the Board and the City, except as the Board and the City may later agree in writing to modify this Financing Agreement.

Section 12.10. Severability. If any provision of this Financing Agreement, or any covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into or taken thereunder, or any application of such provision, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Financing Agreement or any other covenant, stipulation, obligation, agreement, act or action, or part thereof, made, assumed, entered into, or taken, each of which shall be construed and enforced as if such illegal or invalid portion were not contained herein. Such illegality or invalidity of any application thereof shall not affect any legal and valid application thereof, and each such provision, covenant, stipulation, obligation, agreement, act or action, or part thereof, shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 12.11. Governing Law. This Financing Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

Section 12.12. Third Party Beneficiaries. The Trustee and the bondowners shall be deemed to be third party beneficiaries under this Financing Agreement.

Section 12.13. Electronic Storage of Documents. The City and the Board agree that the transaction described herein may be conducted and related documents may be stored by electronic means.

IN WITNESS WHEREOF, the **MISSOURI DEVELOPMENT FINANCE BOARD** and the **CITY OF INDEPENDENCE, MISSOURI** have caused this instrument to be executed on their behalf all as of the date first above written.

(Seal)

MISSOURI DEVELOPMENT FINANCE BOARD

By: _____
Executive Director

CITY OF INDEPENDENCE, MISSOURI

(Seal)

By: _____
City Manager

ATTEST:

By: _____
City Clerk

TAX COMPLIANCE AGREEMENT

Dated as of May 1, 2025

Among

**MISSOURI DEVELOPMENT FINANCE BOARD,
CITY OF INDEPENDENCE, MISSOURI,**

And

**UMB BANK, N.A.,
as Trustee**

\$ _____

**Missouri Development Finance Board
Infrastructure Facilities Revenue Bonds
(City of Independence, Missouri – Public Safety Projects)
Series 2025A**

TAX COMPLIANCE AGREEMENT

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Exhibit A: Debt Service Schedule and Proof of Bond Yield

Exhibit B: IRS Form 8038-G

Schedule A -- Attachment to Form-8038G

Exhibit C: Resolution of Official Intent

Exhibit D: Description of Property Comprising the Financed Facility

Exhibit E: Sample Annual Compliance Checklist

Exhibit F: Sample Final Written Allocation

* * *

TAX COMPLIANCE AGREEMENT

THIS TAX COMPLIANCE AGREEMENT (the “Tax Agreement”), entered into as of May 1, 2025, among the **MISSOURI DEVELOPMENT FINANCE BOARD**, a body corporate and politic duly organized and existing under the laws of the State of Missouri (the “Board”), the **CITY OF INDEPENDENCE, MISSOURI**, a constitutional charter city and political subdivision of the State of Missouri (the “City”), and **UMB BANK, N.A.**, a national banking association duly organized and existing under the laws of the United States of America, as trustee (the “Trustee”).

RECITALS

1. This Tax Agreement is being executed and delivered in connection with the issuance by the Board of \$_____ principal amount of Infrastructure Facilities Revenue Bonds (City of Independence, Missouri – Public Safety Projects), Series 2025A (the “Bonds”), under a Bond Trust Indenture dated the date of this Tax Agreement (the “Indenture”) between the Board and the Trustee, for the purpose of making a loan of the proceeds of such Bonds to the City under a Financing Agreement dated the date of this Tax Agreement (the “Financing Agreement”) between the Board and the City, to provide funds for certain purposes as described in this Tax Agreement and in the Indenture and Financing Agreement.

2. The Internal Revenue Code of 1986, as amended (the “Code”), and the applicable Regulations and rulings issued by the U.S. Treasury Department (the “Regulations”), impose certain limitations on the uses and investment of the Bond proceeds and of certain other money relating to the Bonds and set forth the conditions under which the interest on the Bonds will be excluded from gross income for federal income tax purposes.

3. The Board and the Trustee are entering into this Tax Agreement in order to set forth certain facts, covenants, representations, and expectations relating to the use of Bond proceeds and the property financed or refinanced with those proceeds and the investment of the Bond proceeds and of certain other related money, in order to establish and maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

4. The Board adopted a Tax-Exempt Financing Compliance Policy and Procedure on March 26, 2012 (the “Tax Compliance Procedure”) for the purpose of setting out general procedures to continuously monitor and comply with the federal income tax requirements set out in the Code and the Regulations.

5. This Tax Agreement is entered into as required by the Tax Compliance Procedure to set out specific tax compliance procedures applicable to the Bonds.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, covenants and agreements set forth in this Tax Agreement, the Board and the Trustee represent, covenant and agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Words and Terms. Except as otherwise provided in this Tax Agreement or unless the context otherwise requires, capitalized words and terms used in this Tax Agreement have the same meanings as set forth in the Indenture, and certain other words and phrases have the meanings assigned in Code §§ 103, 141-150 and the Regulations. The following words and terms used in this Tax Agreement have the following meanings:

“Adjusted Gross Proceeds” means the Gross Proceeds of the Bonds reduced by amounts (1) in a Bona Fide Debt Service Fund or a reasonably required reserve or replacement fund, (2) that as of the Issue Date are not expected to be Gross Proceeds, but which arise after the end of the applicable spending period, and (3) representing grant repayments or sale or Investment proceeds of any purpose Investment.

“Annual Compliance Checklist” means a checklist for the Bonds designed to measure compliance with the requirements of this Tax Agreement and the Tax Compliance Procedure after the Issue Date as further described in **Section 4.01** and substantially in the form attached as **Exhibit E**.

“Available Construction Proceeds” means the sale proceeds of the Bonds, increased by (a) Investment earnings on the sale proceeds, (b) earnings on amounts in a reasonably required reserve or replacement fund allocable to the Bonds but not funded from the Bonds, and (c) earnings on such earnings, reduced by sale proceeds (1) in any reasonably required reserve fund or (2) used to pay issuance costs of the Bonds. But Available Construction Proceeds do not include Investment earnings on amounts in a reasonably required reserve or replacement fund after the earlier of (i) the second anniversary of the Issue Date or (ii) the date the Financed Facility is substantially completed.

“Board” means the Missouri Development Finance Board and its successors and assigns or any body, agency or instrumentality of the State of Missouri succeeding to or charged with the powers, duties and functions of the Board.

“Bona Fide Debt Service Fund” means a fund, which may include Bond proceeds, that (a) is used primarily to achieve a proper matching of revenues with principal and interest payments within each Bond Year; and (b) is depleted at least once each Bond Year, except for a reasonable carryover amount not to exceed the greater of (1) the earnings on the fund for the immediately preceding Bond Year, or (2) one-twelfth of the principal and interest payments on the Bonds for the immediately preceding Bond Year.

“Bond” or **“Bonds”** means any Bond or Bonds described in the recitals, authenticated and delivered under the Indenture.

“Bond Compliance Officer” means the person named in the Tax Compliance Procedure.

“Bond Counsel” means Gilmore & Bell, P.C., or other firm of nationally recognized bond counsel acceptable to the Board and the City.

“Bond Year” means each one-year period (or shorter period for the first Bond Year) ending November 1, or another one-year period selected by the City.

“City” means the City of Independence, Missouri, a constitutional charter city and political subdivision of the State of Missouri, and its successors and assigns.

“Code” means the Internal Revenue Code of 1986, as amended.

“Computation Date” means each date on which arbitrage rebate for the Bonds is computed. The City may treat any date as a Computation Date, subject to the following limits:

- (a) the first rebate installment payment must be made for a Computation Date not later than 5 years after the Issue Date;
- (b) each subsequent rebate installment payment must be made for a Computation Date not later than five years after the previous Computation Date for which an installment payment was made; and
- (c) the date the last Bond is discharged is the final Computation Date.

The City selects May 1, 2030, as the first Computation Date but reserves the right to select a different date consistent with the Regulations.

“Costs of Issuance Account” means the Series 2025A Costs of Issuance Account in the Missouri Development Finance Board – City of Independence, Missouri – CIP Infrastructure Facilities Costs of Issuance Fund, established pursuant to the Indenture.

“Debt Service Fund” means the Series 2025A Debt Service Account in the Missouri Development Finance Board – City of Independence, Missouri – CIP Infrastructure Facilities Debt Service Fund, established pursuant to the Indenture.

“Debt Service Reserve Fund” means the Series 2025A Debt Service Reserve Account in the Missouri Development Finance Board – City of Independence, Missouri – CIP Infrastructure Facilities Debt Service Reserve Fund, established pursuant to the Indenture.

“Final Written Allocation” means the Final Written Allocation of expenditures prepared by the Bond Compliance Officer in accordance with the Tax Compliance Procedure and **Section 4.2(b)** of this Tax Agreement.

“Financed Facility” means any of the property financed or refinanced with the proceeds of the Bonds and Qualified Equity as described on **Exhibit D**.

“Financing Agreement” means the Financing Agreement of even date herewith between the Board and the City.

“Gross Proceeds” means (a) sale proceeds (any amounts actually or constructively received by the Board from the sale of the Bonds, including amounts used to pay underwriting discount or fees, but excluding pre-issuance accrued interest), (b) Investment proceeds (any amounts received from investing sale proceeds or other Investment proceeds), (c) any amounts held in a sinking fund for the Bonds, (d) any amounts held in a pledged fund or reserve fund for the Bonds, and (e) any other replacement proceeds.

Specifically, Gross Proceeds includes (but is not limited to) amounts held in the following funds and accounts:

- (1) Project Fund.
- (2) Debt Service Reserve Fund.

- (3) Costs of Issuance Fund.
- (4) Debt Service Fund.
- (5) Rebate Fund (to the extent funded with sale proceeds or investment proceeds of the Bonds).

“Guaranteed Investment Contract” is any Investment with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate, including any agreement to supply Investments on two or more future dates (*e.g.*, a forward supply contract).

“Indenture” means the Bond Trust Indenture as originally executed by the Board and the Trustee, as amended and supplemented in accordance with the provisions of the Indenture.

“Investment” means any security, obligation, annuity contract or other Investment-type property that is purchased directly with, or otherwise allocated to, Gross Proceeds, including the Investment element of an interest rate cap agreement. Such term does not include a tax-exempt bond, except for “specified private activity bonds” as such term is defined in Code § 57(a)(5)(C), but does include the Investment element of most interest rate caps.

“IRS” means the United States Internal Revenue Service.

“Issue Date” means May __, 2025.

“Loan” means the loan of proceeds made by the Board to the City under the Financing Agreement.

“Management Agreement” means a legal agreement defined in Regulations § 1.141-3(b) as a management, service, or incentive payment contract with an entity that provides services involving all or a portion of any function of the Financed Facility, such as a contract to manage the entire Financed Facility or a portion of the Financed Facility. Contracts for services that are solely incidental to the primary governmental function of the Financed Facility (for example, contracts for janitorial, office equipment repair, billing, or similar services), however, are not treated as Management Agreements.

“Measurement Period” means, with respect to each item of property financed as part of the Financed Facility, the period beginning on the later of (a) the Issue Date or (b) the date the property is placed in service and ending on the earlier of (1) the final maturity date of the Bonds or (2) the end of the expected economic useful life of the property.

“Minor Portion” means the lesser of \$100,000 or 5% of the sale proceeds of the Bonds.

“Net Proceeds” means the sale proceeds of the Bonds (excluding pre-issuance accrued interest), less any proceeds deposited in a reasonably required reserve or replacement fund, plus all Investment earnings on such sale proceeds.

“Non-Qualified Use” means use of Bond proceeds or the Financed Facility in a trade or business carried on by any Non-Qualified User. The rules set out in Regulations § 1.141-3 determine whether Bond proceeds or the Financed Facility are “used” in a trade or business. Generally, ownership, a lease, or any other use that grants a Non-Qualified User a special legal right or entitlement with respect to the Financed Facility, will constitute use under Regulations § 1.141-3.

“Non-Qualified User” means any person or entity other than a Qualified User.

“Official Intent Date” means January 6, 2025, as described in **Section 2.2(s)**.

“Opinion of Bond Counsel” means the written opinion of Gilmore & Bell, P.C. or other nationally recognized firm of bond counsel. Unless otherwise specifically noted herein an Opinion of Bond Counsel must conclude that the action or proposed action or the failure to act or proposed failure to act for which the opinion is required will not adversely affect the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

“Output Contract” is defined in Regulations § 1.141-7 and generally includes any contract with a Non-Qualified User that provides for the purchase of the output of Financed Facility. A similar contract with a Qualified User is not an Output Contract.

“Post-Issuance Tax Requirements” means those requirements related to the use of proceeds of the Bonds, the use of the Financed Facility and the investment of Gross Proceeds after the Issue Date of the Bonds.

“Project” means all of the property acquired, developed, constructed, renovated, and equipped by the City using proceeds of the Bonds and Qualified Equity, as described on **Exhibit D**.

“Project Fund” means the Missouri Development Finance Board – City of Independence, Missouri - CIP Infrastructure Facilities Project Fund, and within such fund separate accounts for each separate project, initially a “Series 2025A Capital Improvements Project Account.”

“Qualified Equity” means funds (but excluding an existing equity ownership interest in real property or tangible personal property) that are not derived from proceeds of a tax-exempt financing that are spent on the Project on a date that is no earlier than a date on which such expenditures would be eligible for reimbursement by proceeds of the Bonds under Regulations § 1.150-2(d)(2) and ending not later than the date the Project is capable of and actually used at substantially its designed level.

“Qualified Use Agreement” means any of the following:

(1) A lease or other short-term use by members of the general public who occupy the Financed Facility on a short-term basis in the ordinary course of the City’s governmental purposes.

(2) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Financed Facility for a period up to 200 days in length pursuant to an arrangement whereby (a) the use of the Financed Facility under the same or similar arrangements is predominantly by natural persons who are not engaged in a trade or business and (b) the compensation for the use is determined based on generally applicable, fair market value rates that are in effect at the time the agreement is entered into or renewed. Any Qualified User or Non-Qualified User using all or any portion of the Financed Facility under this type of arrangement may have a right of first refusal to renew the agreement at rates generally in effect at the time of the renewal.

(3) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Financed Facility for a period up to 100 days in length pursuant to arrangements whereby (a) the use of the property by the person would be general public use but for the fact that generally applicable and uniformly applied rates are not reasonably available to natural persons not engaged in a trade or business, (b) the compensation for the use under the arrangement is determined based on applicable, fair market value rates that are in effect at the time the agreement

is entered into or renewed, and (c) the Financed Facility was not constructed for a principal purpose of providing the property for use by that Qualified User or Non-Qualified User. Any Qualified User or Non-Qualified User using all or any portion of the Financed Facility under this type of arrangement may have a right of first refusal to renew the agreement at rates generally in effect at the time of the renewal.

(4) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Financed Facility for a period up to 50 days in length pursuant to a negotiated arm's-length arrangement at fair market value so long as the Financed Facility was not constructed for a principal purpose of providing the property for use by that person.

“Qualified User” means a State, territory, possession of the United States, the District of Columbia, or any political subdivision thereof, or any instrumentality of such entity, but it does not include the United States or any agency or instrumentality of the United States.

“Reasonable Retainage” means Gross Proceeds retained by the Board for reasonable business purposes, such as to ensure or promote compliance with a construction contract; provided that such amount may not exceed (a) for purposes of the 18-month spending test, 5% of net sale proceeds of the Bonds on the date 18 months after the Issue Date, or (b) for purposes of the 2-year spending test, 5% of the Available Construction Proceeds as of the end of the 2-year spending period.

“Rebate Analyst” means Gilmore & Bell, P.C. or any successor Rebate Analyst selected pursuant to this Tax Agreement.

“Rebate Fund” means the Series 2025A Rebate Account in the Missouri Development Finance Board – City of Independence, Missouri – CIP Infrastructure Facilities Rebate Fund, established pursuant to the Indenture.

“Regulations” means all Regulations issued by the U.S. Treasury Department to implement the provisions of Code §§ 103 and 141 through 150 and applicable to the Bonds.

“Tax Agreement” means this Tax Compliance Agreement as it may from time to time be amended and supplemented in accordance with its terms.

“Tax Compliance Procedure” means the Board’s Tax-Exempt Financing Compliance Policy and Procedure, dated March 26, 2012.

“Tax-Exempt Bond File” means documents and records for the Bonds, maintained by the Bond Compliance Officer pursuant to the Tax Compliance Procedure and this Tax Agreement.

“Transcript” means the Transcript of Proceedings relating to the authorization and issuance of the Bonds.

“Trustee” means UMB Bank, N.A., and its successor or successors and any other corporation or association which at any time may be substituted in its place at the time serving as trustee under the Indenture.

“Underwriter” means Stifel, Nicolaus & Company, Incorporated, underwriter of the Bonds.

“Yield” means yield on the Bonds, computed under Regulations § 1.148-4, and yield on an Investment, computed under Regulations § 1.148-5.

ARTICLE II

GENERAL REPRESENTATIONS AND COVENANTS

Section 2.1. Representations and Covenants of the Board. The Board represents and covenants to the City and the Trustee as follows:

- (a) *Organization and Authority.* The Board (1) is a body corporate and politic organized and existing under the laws of the State of Missouri, and (2) has lawful power and authority to issue the Bonds for the purposes set forth in the Indenture, to enter into, execute and deliver the Indenture, the Financing Agreement, the Bonds, and this Tax Agreement and to carry out its obligations under this Tax Agreement and under such documents, and (3) by all necessary action has been duly authorized to execute and deliver the Indenture, the Financing Agreement, the Bonds, and this Tax Agreement, acting by and through its duly authorized officials.
- (b) *Tax-Exempt Status of Bonds—General Representation and Covenants.* In order to maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes, the Board (1) will take whatever action, and refrain from whatever action, necessary to comply with the applicable requirements of the Code; (2) will not use or invest, or permit the use or Investment of, any Bond proceeds, other money held under the Indenture, or other funds of the Board, in a manner that would violate applicable provisions of the Code; and (3) will not use, or permit the use of, any portion of the Financed Facility in a manner that would cause any Bond to become a “private activity bond” as defined in Code § 141.
- (c) *IRS Form 8038-G.* Attached as **Exhibit B** is a copy of IRS Form 8038-G (Information Return for Tax-Exempt Governmental Obligations) that is being executed by a representative of the Board and which is being filed with the Internal Revenue Service in connection with the issuance of the Bonds as required by Code § 149(e). Bond Counsel prepared Form 8038-G in connection with the issuance of the Bonds. The Board knows of no inaccuracies in the Form 8038-G prepared by Bond Counsel. The Qualified Users of the proceeds of the Bonds and their EIN numbers are set out on the attachment to IRS Form 8038-G.
- (d) *Registered Bonds.* The Indenture requires that all of the Bonds will be issued and held in registered form within the meaning of Code § 149(a).
- (e) *Hedge Bonds.* At least 85% of the net sale proceeds (the sale proceeds of the Bonds less any sale proceeds invested in a reserve fund) of the Bonds will be used to carry out the governmental purpose of the Bonds within 3 years after the Issue Date, and not more than 50% of the proceeds of the Bonds will be invested in Investments having a substantially guaranteed Yield for 4 years or more.
- (f) *Single Issue.* The Bonds constitute a single “issue” under Regulations § 1.150-1(c). No other debt obligations of the Board (1) are being sold within 15 days of the sale of the Bonds, (2) are being sold under the same plan of financing as the Bonds, and (3) are expected to be paid from substantially the same source of funds as the Bonds (disregarding guarantees from unrelated parties, such as bond insurance).

- (g) *Bank Qualified Tax-Exempt Obligation.* The Bonds are not “qualified tax exempt obligations” under Code § 265(b)(3).
- (h) *Board Reliance on Other Parties.* The expectations, representations and covenants of the Board concerning uses of Bond proceeds and certain other moneys described in this Tax Agreement and other matters are based in whole or in part upon covenants, representations and certifications of the City and other parties set forth in this Tax Agreement or exhibits to this Tax Agreement. Although the Board has made no independent investigation of the representation of other parties, the Board is not aware of any facts or circumstances that would cause it to question the accuracy or reasonableness of any representation made in this Tax Agreement or exhibits to this Tax Agreement.
- (i) *Compliance with Future Tax Requirements.* The Board understands that the Code and the Regulations may impose new or different restrictions and requirements on the Board in the future. The Board will comply with such future restrictions that are necessary to maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

Section 2.2. Representations and Covenants of the City. The City represents and covenants to the Board and the Trustee as follows:

- (a) *Organization and Authority.* The City (1) is a constitutional charter city and political subdivision duly organized and validly existing under the laws of the State of Missouri, (2) has lawful power and authority to enter into, execute and deliver the Financing Agreement and this Tax Agreement and to carry out its obligations under such agreements, and (3) by all necessary action has been duly authorized to execute and deliver the Financing Agreement and this Tax Agreement, acting by and through its duly authorized officials.
- (b) *Tax-Exempt Status of Bonds–General Representation and Covenants and Allocation of Proceeds to Project.*

(1) In order to maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes, the City (A) will take whatever action, and refrain from whatever action, necessary to comply with the applicable requirements of the Code; (B) will not use or invest, or permit the use or Investment of, any Bond proceeds, other money held under the Indenture, or other funds of the City, in a manner that would violate applicable provisions of the Code; and (C) will not use, or permit the use of, any portion of the Financed Facility in a manner that would cause any Bond to become a “private activity bond” as defined in Code § 141.

(2) The City will finance the Project with Bond proceeds and Qualified Equity. For purposes of the covenants in this **Section 2.2** relating to Non-Qualified Use of the Project, any Non-Qualified Use shall be treated as first allocated entirely to the portion of the Project financed with Qualified Equity, and then, but only to the extent of any excess Non-Qualified Use, to the portion of the Project financed by Bond proceeds (that is, the Financed Facility).

- (c) *Governmental Obligations–Use of Proceeds.* Throughout the Measurement Period, all of the Financed Facility has been and is expected to be owned by the City or another Qualified User. Throughout the Measurement Period, no portion of the Financed Facility has been or is expected to be used in a Non-Qualified Use. Throughout the Measurement Period, the City has not and will not permit any Non-Qualified Use of the Financed Facility without first obtaining an Opinion of Bond Counsel.
- (d) *Governmental Obligations–Private Security or Payment.* As of the Issue Date, the City expects that none of the principal of and interest on the Bonds will be (under the terms of the Bonds or any underlying arrangement) directly or indirectly:
 - (1) secured by (i) any interest in property used or to be used for a private business use, or (ii) any interest in payments in respect of such property; or
 - (2) derived from payments (whether or not such payments are made to the City) in respect of property, or borrowed money, used or to be used for a private business use.

For purposes of the forgoing, taxes of general application, including payments in lieu of taxes, are not treated as private payments or as private security. The City will not permit any private security or payment with respect to the Bonds without first obtaining an Opinion of Bond Counsel.

- (e) *No Private Loan.* Not more than 5% of the Net Proceeds of the Bonds will be loaned directly or indirectly to any Non-Qualified User.
- (f) *Management Agreements.* As of the Issue Date, the City has no Management Agreements with Non-Qualified Users. During the Measurement Period, the City has not and will not enter into or renew any Management Agreement with any Non-Qualified User without first obtaining an Opinion of Bond Counsel.
- (g) *Leases.* As of the Issue Date, the City has not entered into any leases of any portion of the Financed Facility other than Qualified Use Agreements. During the Measurement Period, the City has not and will not enter into or renew any lease or similar agreement or arrangement other than a Qualified Use Agreement without first obtaining an Opinion of Bond Counsel.
- (h) *Output Contracts.* As of the Issue Date, the City does not have any Output Contract. During the Measurement Period, the City has not and will not enter into any Output Contract without first obtaining an Opinion of Bond Counsel.
- (i) *Limit on Maturity of Bonds.* A list of the assets included in the Financed Facility and a computation of the “average reasonably expected economic life” is attached to this Tax Agreement as **Exhibit D**. Based on this computation, the “average maturity” of the Bonds, as computed by the Underwriter, does not exceed 120% of the average reasonably expected economic life of the Financed Facility.
- (j) *Compliance with Future Tax Requirements.* The City understands that the Code and the Regulations may impose new or different restrictions and requirements on the City in the future. The City will comply with such future restrictions that are necessary to maintain

the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

- (k) *Single Issue; No Other Obligations of the City.* The Bonds constitute a single “issue” under Regulations § 1.150-1(c). No other debt obligations of the City (1) are being sold within 15 days of the sale of the Bonds, (2) are being sold under the same plan of financing as the Bonds, and (3) are expected to be paid from substantially the same source of funds as the Bonds (disregarding guarantees from unrelated parties, such as bond insurance).
- (l) *Registered Bonds.* All of the Bonds will be issued and held in registered form within the meaning of Code § 149(a).
- (m) *Bonds Not Federally Guaranteed.* The City will not take any action or permit any action to be taken which would cause any Bond to be “federally guaranteed” within the meaning of Code § 149(b).
- (n) *Hedge Bonds.* At least 85% of the net sale proceeds (the sale proceeds of the Bonds less any sale proceeds invested in a reserve fund) of the Bonds will be used to carry out the governmental purpose of the Bonds within 3 years after the Issue Date, and not more than 50% of the proceeds of the Bonds will be invested in Investments having a substantially guaranteed Yield for 4 years or more.
- (o) *Interest Rate Swap.* As of the Issue Date, the City has not entered into an interest rate swap agreement or any other similar arrangement designed to modify its interest rate risk with respect to the Bonds. The City will not enter into any such arrangement in the future without obtaining an Opinion of Bond Counsel.
- (p) *Guaranteed Investment Contract.* As of the Issue Date of the Bonds, the City does not expect to enter into a Guaranteed Investment Contract for any Gross Proceeds of the Bonds. The City will be responsible for complying with **Section 4.2(d)** if it decides to enter into a Guaranteed Investment Contract at a later date.
- (q) *Reports to IRS; Form 8038-G.* The City will assist the Board in filing all appropriate returns, reports and attachments to income tax returns required by the Code, including without limitation the Information Return for Tax-Exempt Governmental Obligations (Form 8038-G). The information contained in Parts II through VI of IRS Form 8038-G, attached as **Exhibit B**, was provided to the Board and Bond Counsel by the City, and such information is true, complete and correct as of the Issue Date.
- (r) *Arbitrage Certifications.* The facts, estimates and expectations recited in **Article III** of this Tax Agreement, regarding the purpose of the Bonds, the investment and expenditure of Bond proceeds, the Financed Facility, the funds and accounts created in the Indenture, the yield on investments and the computation and payment of arbitrage rebate, are true and accurate as of the Issue Date; and the City believes that the estimates and expectations recited in such Article are reasonable as of the Issue Date. The Board, the Trustee, Gilmore & Bell, P.C., Bond Counsel, and the Underwriter may rely on such statements and expectations. The City does not expect that the Bond proceeds will be used in a manner that would cause any Bond to be an “arbitrage bond” within the meaning of Code § 148; and to the best of the City’s knowledge and belief, there are no other facts, estimates or circumstances that would materially change such expectations.

(s) *Expenditure of Bond Proceeds.*

(1) Allocation. The City will evidence each allocation of the proceeds of the Bonds and Qualified Equity for the Project to an expenditure in writing. No allocation will be made more than 18 months following the later of (i) the date of the expenditure or (ii) the date the Financed Facility was placed in service.

(2) Reimbursement of Expenditures; Official Intent. On the Official Intent Date, the governing body of the City adopted a resolution declaring the intent of the City to finance the Financed Facility with tax-exempt bonds and to reimburse the City for expenditures made for the Financed Facility prior to the issuance of those bonds. A copy of the resolution is attached to this Tax Agreement as **Exhibit C**. [The City will not allocate any proceeds of the Bonds to reimburse an expenditure paid prior to the Issue Date.] [\$ _____ of the proceeds of the Bonds will be allocated to expenditures paid by the City prior to the Issue Date and should be shown on line 45 of Form 8038-G. No portion of the Net Proceeds of the Bonds will be used to reimburse an expenditure paid by the City more than 60 days prior to the date the resolution was adopted [**.**] [**except as described on **Exhibit D****]. Each expenditure listed on **Exhibit D** may be reimbursed from the proceeds of the Bonds for the reasons permitted under Regulations § 1.150-2(f) (for example, issuance costs, de minimis amounts, and preliminary expenditures), as set forth on **Exhibit D.****] No reimbursement allocation will be made for an expenditure made more than 3 years before the date of the reimbursement allocation.

Section 2.3. Representations and Covenants of the Trustee. The Trustee represents and covenants to the Board and the City as follows:

- (a) The Trustee will comply with the provisions of this Tax Agreement that apply to it as Trustee and any written letter or opinion of Bond Counsel, specifically referencing the Bonds and received by the Trustee, that sets forth any action necessary to comply with any statute, regulation or ruling that may apply to it as Trustee and relating to reporting requirements or other requirements necessary to maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes.
- (b) The Trustee, acting on behalf of the Board and the City, may from time to time cause a firm of attorneys, consultants or independent accountants or an Investment banking firm to provide the Trustee with such information as it may request in order to determine all matters relating to (a) the Yield on the Bonds as it relates to any data or conclusions necessary to verify that the Bonds are not “arbitrage bonds” within the meaning of Code § 148, and (b) compliance with arbitrage rebate requirements of Code § 148(f). The City will pay all costs and expenses incurred in connection with supplying the foregoing information.
- (c) The Trustee, acting on behalf of the City, will retain records related to the investment and expenditure of Gross Proceeds held in funds and accounts maintained by the Trustee and any records provided to the Trustee by the City related to the Post-Issuance Tax Requirements in accordance with **Section 4.2(a)** of this Tax Agreement. The Trustee will retain these records until three years following the final maturity of the Bonds or any obligation issued to refund the Bonds; *provided*, however, that if the Trustee is not retained to serve as trustee for any obligations issued to refund the Bonds, then the

Trustee may satisfy its record retention duties under this **Section 2.3(c)** by providing copies of all such records related to the Bonds to the trustee for the refunding obligations or other party agreed upon by the City.

Section 2.4. Survival of Representations and Covenants. All representations, covenants and certifications of the Board, the City and the Trustee contained in this Tax Agreement or in any certificate or other instrument delivered by the Board, the City or the Trustee under this Tax Agreement, will survive the execution and delivery of such documents and the issuance of the Bonds, as representations of facts existing as of the date of execution and delivery of the instruments containing such representations. The foregoing covenants of this Section will remain in full force and effect notwithstanding the defeasance of the Bonds.

ARTICLE III

ARBITRAGE CERTIFICATIONS AND COVENANTS

Section 3.1. General. The purpose of this Article is to certify, under Regulations § 1.148-2(b), the Board's and the City's expectations as to the sources, uses and investment of Bond proceeds and other money, in order to support the Board's conclusion that the Bonds are not arbitrage bonds. The person executing this Tax Agreement on behalf of the Board is an officer of the Board responsible for issuing the Bonds.

Section 3.2. Reasonable Expectations. The facts, estimates and expectations set forth in this Article are based upon and in reliance upon the Board's understanding of the documents and certificates that comprise the Transcript, and the representations, covenants and certifications of the parties contained therein. To the Board's knowledge, the facts and estimates set forth in this Tax Agreement are accurate, and the expectations of the Board set forth in this Tax Agreement are reasonable. The Board has no knowledge that would cause it to believe that the representations, warranties and certifications described in this Tax Agreement are unreasonable or inaccurate or may not be relied upon.

Section 3.3. Purpose of Financing. The Bonds are being issued for the purpose of providing a loan to the City to (1) pay costs of the Project, (2) fund a debt service reserve fund for the Bonds, and (3) pay costs of issuance of the Bonds.

Section 3.4. Funds and Accounts. The following funds and accounts have been established under the Indenture:

- (1) Project Fund.
- (2) Costs of Issuance Fund.
- (3) Debt Service Fund.
- (4) Debt Service Reserve Fund.
- (5) Rebate Fund.

Section 3.5. Amount and Use of Bond Proceeds.

- (a) *Amount of Bond Proceeds.* The total proceeds to be received by the Board from the sale of the Bonds will be as follows:

Principal Amount	\$ _____
Original Issue Premium	_____
Underwriting Discount	(_____)
Total Proceeds	\$ _____

(b) *Use of Bond Proceeds and Other Money.* The Bond proceeds are expected to be allocated to expenditures as follows:

- (1) \$ _____, equal to the Debt Service Reserve Requirement, will be deposited in the Debt Service Reserve Fund.
- (2) \$ _____ of Bond proceeds will be deposited in the Costs of Issuance Fund and used to pay costs of issuance.
- (3) \$ _____ of Bond proceeds will be deposited in the Project Fund and used to pay costs of the Project in accordance with the Indenture.

Section 3.6. Multipurpose Issue. The Board is applying the arbitrage rules to separate financing purposes of the issue that have the same initial temporary period as if they constitute a single issue for purposes pursuant to Regulations § 1.148-9(h)(3)(i).

Section 3.7. No Advance Refunding. No proceeds of the Bonds will be used more than 90 days following the Issue Date to pay principal or interest on any other debt obligation.

Section 3.8. No Current Refunding. No proceeds of the Bonds will be used to pay principal or interest on any other debt obligation.

Section 3.9. Completion of the Financed Facility. The Financed Facility has previously been completed.

Section 3.10. Financing Agreement/Sinking Funds. The Board is loaning the Bond proceeds to the City under the Financing Agreement. The City is required under the Financing Agreement to make periodic payments to the Trustee in amounts sufficient to pay the principal of and interest on the Bonds. The Trustee will deposit such payments into the Debt Service Fund. Except for the Debt Service Fund and the Debt Service Reserve Fund neither the Board nor the City has established or expects to establish any sinking fund or other similar fund that is expected to be used to pay principal of or interest on the Bonds. The Debt Service Fund is used primarily to achieve a proper matching of revenues with principal and interest payments on the Bonds within each Bond Year, and the Board and the City expect that the Debt Service Fund will qualify as a Bona Fide Debt Service Fund.

Section 3.11. Reserve, Replacement and Pledged Funds.

- (a) *Debt Service Reserve Fund.* The Indenture establishes a Debt Service Reserve Fund and requires that it be funded at the time of issuance of the Bonds in the amount equal to \$ _____, the Debt Service Reserve Requirement. The amount to be held in the Debt Service Reserve Fund will not exceed the least of (1) 10% of the stated principal amount of the Bonds, (2) the maximum annual principal and interest requirements on the Bonds (determined as of the Issue Date, or (3) 125% of the average

annual principal and interest requirements on the Bonds (determined as of the Issue Date). If the aggregate initial offering price of the Bonds to the public is less than 98% or more than 102% of par, such offering price must be used in clause (1) in lieu of the stated principal amount. Any amounts in the Debt Service Reserve Fund in excess of the Debt Service Reserve Requirement will be transferred to the Debt Service Fund.

- (b) *No Other Replacement or Pledged Funds.* None of the Bond proceeds will be used as a substitute for other funds that were intended or earmarked to pay costs of the Financed Facility, and that instead has been or will be used to acquire higher Yielding Investments. Except for the Debt Service Fund and the Debt Service Reserve Fund there are no other funds pledged or committed in a manner that provides a reasonable assurance that such funds would be available for payment of the principal of or interest on the Bonds if the Board or the City encounters financial difficulty.

Section 3.12. Purpose Investment Yield. The Yield on the Loan does not exceed the Yield on the Bonds by more than 1/8%, as permitted by Regulations § 1.148-2(d)(2)(i). In determining such Loan yield, “qualified administrative costs” of the Loan paid by the City are taken into account to increase payments for, and reduce receipts from, the Loan, as permitted by Regulations § 1.148-5(e)(3). “Qualified administrative costs” are (1) costs or expenses paid, directly or indirectly, to purchase, carry, sell or retire the Loan, and (2) costs of issuing, carrying or repaying the Bonds, and the underwriting fees; but fees paid to the Board are not qualified administrative costs.

Section 3.13. Issue Price and Yield on Bonds.

- (a) *Issue Price.* Based on the Underwriter’s certifications in the Underwriter’s Receipt for Bonds and Closing Certificate, the Board and the City hereby elect to establish the issue prices of the Bonds pursuant to Regulations § 1.148-1(f)(2)(i) (relating to the so-called “general rule”). Therefore, the aggregate issue price of the Bonds for such purpose is \$ _____.
- (b) *Bond Yield.* Based on the issue price, the Yield on the Bonds is _____%, as computed by Bond Counsel and shown on **Exhibit A**. Neither the Board nor the City has entered into an interest rate swap agreement with respect to any portion of the proceeds of the Bonds.

Section 3.14. Miscellaneous Arbitrage Matters.

- (a) *No Abusive Arbitrage Device.* The Bonds are not and will not be part of a transaction or series of transactions that has the effect of (1) enabling the Board or the City to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage, and (2) overburdening the tax-exempt bond market.
- (b) *No Over-Issuance.* The sale proceeds of the Bonds, together with expected Investment earnings thereon and other money contributed by the Board or the City, do not exceed the cost of the governmental purpose of the Bonds as described above.

Section 3.15. Conclusion. On the basis of the facts, estimates and circumstances set forth in this Tax Agreement, the Board does not expect that the Bond proceeds will be used in a manner that would cause any Bond to be an “arbitrage bond” within the meaning of Code § 148 and the Regulations.

ARTICLE IV

POST-ISSUANCE TAX REQUIREMENTS, POLICIES AND PROCEDURES

Section 4.1. General.

- (a) *Purpose.* The purpose of this **Article IV** is to set forth the policies and procedures governing compliance with the federal income tax requirements that apply after the Bonds are issued. The Board and the City recognize that interest on the Bonds will remain excludable from gross income only if Post-Issuance Tax Requirements are satisfied after the Issue Date. The Board and the City further acknowledge that written evidence substantiating compliance with Post-Issuance Tax Requirements must be retained in order to permit the Bonds to be refinanced with tax-exempt obligations and support the position that interest on the Bonds is excludable from gross income for federal income tax purposes in the event of an audit of the Bonds by the IRS.
- (b) *Written Policies and Procedures of the Board and the City.* The Board and the City intend for the Tax Compliance Procedure, as supplemented by this Tax Agreement, to be their primary written policies and procedures related to Post-Issuance Tax Requirements for the Bonds and to supplement any other general formal policies and procedures related to tax compliance previously established. The provisions of this Tax Agreement are intended to be consistent with the Tax Compliance Procedure. In the event of any inconsistency between the Tax Compliance Procedure and this Tax Agreement, the terms of this Tax Agreement will govern.
- (c) *City Responsible for Post-Issuance Tax Requirements.* The Board and the City acknowledge that the investment and expenditure of Bond proceeds are primarily within the control of the City, and that substantially all of the Bond proceeds are expected to finance property that will be owned and controlled by the City. For these reasons, the Board is relying on the City to carry out the Post-Issuance Tax Requirements as set forth in this Tax Agreement. The City hereby agrees to undertake these obligations.
- (d) *Bond Compliance Officer.* The Bond Compliance Officer will be responsible for working with the City and City officials, departments and administrators and for consulting with Bond Counsel, other legal counsel and outside experts to the extent necessary to comply with the Post-Issuance Tax Requirements.
- (e) *Cooperation of Board.* The Board will cooperate with the City regarding the Post-Issuance Tax Requirements and will take any action that is necessary to cause interest on the Bonds to remain excludable from gross income for federal income tax purposes, including, without limitation, executing IRS Form 8038-T in connection with the payment of arbitrage rebate and participating in any federal income tax audit of the Bonds or similar proceedings under a “voluntary compliance agreement program” (VCAP) procedure or “remedial action” procedure pursuant to Regulations § 1.141-12. Prior to taking any such action, the Board is entitled to receive an Opinion of Bond Counsel, addressed to the Board, the City and the Trustee that the action will not adversely affect the exclusion of interest on the Bonds from gross income for federal income tax purposes.

- (f) *Payment of Costs of Post-Issuance Tax Requirements.* The parties to this Tax Agreement understand and intend that all costs of the Post-Issuance Tax Requirements will be paid or reimbursed by the City. Neither the Board nor the Trustee is required to incur any cost in connection with any action taken related to the Post-Issuance Tax Requirements, and the Board and the Trustee will be entitled to recover from the City all legal and other fees and expenses incurred in connection with compliance with this **Article IV** pursuant to the provisions of the Indenture.

Section 4.2. Procedures Regarding Record Keeping.

- (a) *Record Keeping.* The City will maintain the Tax-Exempt Bond File for the Bonds in accordance with the Tax Compliance Procedure. Unless otherwise specifically instructed in an Opinion of Bond Counsel or to the extent otherwise provided in this Tax Agreement, the Bond Compliance Officer shall retain records related to Post-Issuance Tax Requirements until 3 years following the final maturity of the Bonds or any obligation issued to refund the Bonds. Any records maintained electronically must comply with Section 4.01 of Revenue Procedure 97-22, which generally provides that an electronic storage system must (1) ensure an accurate and complete transfer of the hardcopy records which indexes, stores, preserves, retrieves and reproduces the electronic records, (2) include reasonable controls to ensure integrity, accuracy and reliability of the electronic storage system and to prevent unauthorized alteration or deterioration of electronic records, (3) exhibit a high degree of legibility and readability both electronically and in hardcopy, (4) provide support for other books and records of the City and (5) not be subject to any agreement that would limit the ability of the IRS to access and use the electronic storage system on the Board's premises. If requested, the City will provide the Board with a complete copy of the Tax-Exempt Bond File.
- (b) *Accounting and Allocation of Bond Proceeds to Expenditures.* Bond proceeds, and other money contributed by the City, will be used as described in **Section 3.5** and **3.8**. The City will maintain accounting records showing the investment and expenditure of this money as part of the Tax-Exempt Bond File in the level of detail required by the Tax Compliance Procedure. A sample form of Final Written Allocation is attached as **Exhibit F**.
- (c) *Annual Compliance Checklist.* Attached as **Exhibit E** is a form of Annual Compliance Checklist for the Bonds. The Bond Compliance Officer, or someone designated by the Bond Compliance Officer, will prepare and complete an Annual Compliance Checklist for the Financed Facilities at least annually in accordance with the Tax Compliance Procedure. In the event the Annual Compliance Checklist identifies a deficiency in compliance with the requirements of this Tax Agreement, the Bond Compliance Officer will consult with the Board and, in conjunction with the City, will take the actions identified in an Opinion of Bond Counsel or the Tax Compliance Procedure to correct any deficiency.
- (d) *Opinions of Bond Counsel.* The City is responsible for obtaining and delivering to the Board and the Trustee any Opinion of Bond Counsel required under the provisions of this Tax Agreement, including any Opinion of Bond Counsel required by this Tax Agreement or the annual compliance checklist.

Section 4.3. Temporary Periods/Yield Restriction. Except as described below, Gross Proceeds must not be invested at a Yield greater than the Yield on the Bonds:

- (a) *Project Account of the Project Fund and Cost of Issuance Fund.* Bond proceeds deposited in the Project Account of the Project Fund and Cost of Issuance Fund and investment earnings on such proceeds may be invested without Yield restriction for up to 3 years following the Issue Date. If any unspent proceeds remain in such funds after 3 years, such amounts may continue to be invested without yield restriction so long as the City pays to the IRS all yield reduction payments in accordance with Regulations § 1.148-5(c). These payments are required whether or not the Bonds are exempt from the arbitrage rebate and yield reduction amounts requirements of Code § 148.
- (b) *Debt Service Fund.* To the extent that the Debt Service Fund qualifies as a Bona Fide Debt Service Fund, money in such account may be invested without Yield restriction for 13 months after the date of deposit. Earnings on such amounts may be invested without Yield restriction for one year after the date of receipt of such earnings.
- (c) *Debt Service Reserve Fund.* Money in the Debt Service Reserve Fund may be invested without Yield restriction up to the least of (1) 10% of the stated principal amount of the Bonds, (2) the maximum annual principal and interest requirements on the Bonds (determined as of the Issue Date), or (3) 125% of the average annual principal and interest requirements on the Bonds (determined as of the Issue Date). If the aggregate initial offering price of the Bonds to the public is less than 98% or more than 102% of par, such offering price must be used in clause (1) in lieu of the stated principal amount.
- (d) *Minor Portion.* In addition to the amounts described above, Gross Proceeds not exceeding the Minor Portion may be invested without Yield restriction.

Section 4.4. Fair Market Value.

- (a) *General.* No Investment may be acquired with Gross Proceeds for an amount (including transaction costs) in excess of the fair market value of such Investment, or sold or otherwise disposed of for an amount (including transaction costs) less than the fair market value of the Investment. The fair market value of any Investment is the price a willing buyer would pay to a willing seller to acquire the Investment in a bona fide, arm's-length transaction. Fair market value will be determined in accordance with § 1.148-5 of the Regulations.
- (b) *Established Securities Market.* Except for Investments purchased for a Yield-restricted defeasance escrow, if an Investment is purchased or sold in an arm's-length transaction on an established securities market (within the meaning of Code § 1273), the purchase or sale price constitutes the fair market value. Where there is no established securities market for an Investment, market value must be established using one of the paragraphs below. The fair market value of Investments purchased for a Yield-restricted defeasance escrow must be determined in a bona fide solicitation for bids that complies with § 1.148-5 of the Regulations.
- (c) *Certificates of Deposit.* The purchase price of a certificate of deposit (a "CD") is treated as its fair market value on the purchase date if (1) the CD has a fixed interest rate, a fixed payment schedule, and a substantial penalty for early withdrawal, (2) the Yield on the CD

is not less than the Yield on reasonably comparable direct obligations of the United States, and (3) the Yield is not less than the highest Yield published or posted by the CD issuer to be currently available on reasonably comparable CDs offered to the public.

- (d) *Guaranteed Investment Contracts.* The purchase price of a Guaranteed Investment Contract is treated as its fair market value on the purchase date if all of the following requirements are met:

- (1) Bona Fide Solicitation for Bids. The Board or the Trustee makes a bona fide solicitation for the Guaranteed Investment Contract, using the following procedures:

- (A) The bid specifications are in writing and are timely forwarded to potential providers, or are made available on an internet website or other similar electronic media that is regularly used to post bid specifications to potential bidders. A writing includes a hard copy, a fax, or an electronic e-mail copy.
- (B) The bid specifications include all “material” terms of the bid. A term is material if it may directly or indirectly affect the Yield or the cost of the Guaranteed Investment Contract.
- (C) The bid specifications include a statement notifying potential providers that submission of a bid is a representation (i) that the potential provider did not consult with any other potential provider about its bid, (ii) that the bid was determined without regard to any other formal or informal agreement that the potential provider has with the Board, the City, the Trustee or any other person (whether or not in connection with the bond issue), and (iii) that the bid is not being submitted solely as a courtesy to the Board, the City, the Trustee or any other person, for purposes of satisfying the requirements of the Regulations.
- (D) The terms of the bid specifications are “commercially reasonable.” A term is commercially reasonable if there is a legitimate business purpose for the term other than to increase the purchase price or reduce the Yield of the Guaranteed Investment Contract.
- (E) The terms of the solicitation take into account the City’s reasonably expected deposit and draw-down schedule for the amounts to be invested.
- (F) All potential providers have an equal opportunity to bid. If the bidding process affords any opportunity for a potential provider to review other bids before providing a bid, then providers have an equal opportunity to bid only if all potential providers have an equal opportunity to review other bids. Thus, no potential provider may be given an opportunity to review other bids that is not equally given to all potential providers (that is no exclusive “last look”).
- (G) At least three “reasonably competitive providers” are solicited for bids. A reasonably competitive provider is a provider that has an established

industry reputation as a competitive provider of the type of Investments being purchased.

- (2) Bids Received. The bids received must meet all of the following requirements:
 - (A) At least three bids are received from providers that were solicited as described above and that do not have a “material financial interest” in the issue. For this purpose, (i) a lead underwriter in a negotiated underwriting transaction is deemed to have a material financial interest in the issue until 15 days after the Issue Date of the issue, (ii) any entity acting as a financial advisor with respect to the purchase of the Guaranteed Investment Contract at the time the bid specifications are forwarded to potential providers has a material financial interest in the issue, and (iii) a provider that is a related party to a provider that has a material financial interest in the issue is deemed to have a material financial interest in the issue.
 - (B) At least one of the three bids received is from a reasonably competitive provider, as defined above.
 - (C) If an agent or broker is used to conduct the bidding process, the agent or broker did not bid to provide the Guaranteed Investment Contract.
 - (3) Winning Bid. The winning bid is the highest yielding bona fide bid (determined net of any broker’s fees).
 - (4) Fees Paid. The obligor on the Guaranteed Investment Contract certifies the administrative costs that it pays (or expects to pay, if any) to third parties in connection with supplying the Guaranteed Investment Contract.
 - (5) Records. The City and the Trustee retains the following records with the bond documents until three years after the last outstanding Bond is redeemed:
 - (A) A copy of the Guaranteed Investment Contract.
 - (B) The receipt or other record of the amount actually paid for the Guaranteed Investment Contract, including a record of any administrative costs paid by the Board or Trustee, and the certification as to fees paid, described in paragraph (d)(4) above.
 - (C) For each bid that is submitted, the name of the person and entity submitting the bid, the time and date of the bid, and the bid results.
 - (D) The bid solicitation form and, if the terms of Guaranteed Investment Contract deviated from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose for the deviation.
- (e) *Other Investments.* If an Investment is not described above, the fair market value may be established through a competitive bidding process, as follows:

- (1) at least three bids on the Investment must be received from persons with no financial interest in the Bonds (*e.g.*, as underwriters or brokers); and
- (2) the Yield on the Investment must be equal to or greater than the Yield offered under the highest bid.

Section 4.5. Certain Gross Proceeds Exempt from the Rebate Requirement.

- (a) *General.* A portion of the Gross Proceeds of the Bonds may be exempt from rebate pursuant to one or more of the following exceptions. The exceptions typically will not apply with respect to all Gross Proceeds of the Bonds and will not otherwise affect the application of the Investment limitations described in **Section 4.3**. Unless specifically noted, the obligation to compute, and if necessary, to pay rebate as set forth in **Section 4.6** applies even if a portion of the gross proceeds of the Bonds is exempt from the rebate requirement. To the extent all or a portion of the Bonds is exempt from Rebate the Rebate Analyst may account for such fact in connection with its preparation of a rebate report described in **Section 4.6**.
- (b) *Applicable Spending Exceptions.*
 - (1) The City and (based solely on the expectations of the City) the Board expect that at least 75% of the Available Construction Proceeds will be used for construction or rehabilitation expenditures for property owned by the City.
 - (2) The following optional rebate spending exceptions can apply to the Bonds:
 - (i) 6-month spending exception (Code § 148(f)(4)(B) and Regulations § 1.148-7(c)).
 - (ii) 18-month spending exception (Regulations § 1.148-7(d)).
 - (iii) 2-year spending exception (Code § 148(f)(4)(C) and Regulations § 1.148-7(e)).
- (c) *Special Elections Made with Respect to Spending Exception Elections.* No special elections are being made in connection with the application of the spending exceptions.
- (d) *Bona Fide Debt Service Fund.* To the extent that the Debt Service Fund qualifies as a Bona Fide Debt Service Fund, Investment earnings in the fund cannot be taken into account in computing arbitrage rebate and yield reduction amounts (1) with respect to such portion that meets the 6-month, 18-month or 2-year spending exception, or (2) for a given Bond Year, if the gross earnings on the Debt Service Fund for such Bond Year are less than \$100,000. If the average annual debt service on the Bonds does not exceed \$2,500,000, the \$100,000 earnings test may be treated as satisfied in every Bond Year.
- (e) *Documenting Application of Spending Exception.* At any time prior to the first Computation Date, the City may engage the Rebate Analyst to determine whether one or more spending exceptions has been satisfied, and the extent to which the City must continue to comply with **Section 4.6** hereof.
- (f) *General Requirements for Spending Exception.* The following general requirements apply in determining whether a spending exception is met.

- (1) Using Adjusted Gross Proceeds or Available Construction Proceeds to pay principal of any Bonds is not taken into account as an expenditure for purposes of meeting any of the spending tests.
- (2) The 6-month spending exception generally is met if all Adjusted Gross Proceeds of the Bonds are spent within 6 months following the Issue Date. The test may still be satisfied even if up to 5% of the sale proceeds remain at the end of the initial 6-month period, so long as this amount is spent within 1 year of the Issue Date.
- (3) The 18-month spending exception generally is met if all Adjusted Gross Proceeds of the Bonds are spent in accordance with the following schedule:

Time Period After the Issue Date	Minimum Percentage of Adjusted Gross Proceeds Spent
6 months	15%
12 months	60%
18 months (Final)	100%

- (4) The 2-year spending exception generally is met if all Available Construction Proceeds are spent in accordance with the following schedule:

Time Period After the Issue Date	Minimum Percentage of Available Construction Proceeds Spent
6 months	10%
12 months	45%
18 months	75%
24 months (Final)	100%

- (5) For purposes of applying the 18-month and 2-year spending exceptions only, the failure to satisfy the **final** spending requirement is disregarded if the Board uses due diligence to complete the Financed Facility and the failure does not exceed the lesser of 3% of the aggregate issue price the Bonds or \$250,000. **No such exception applies for any other spending period.**
- (6) For purposes of applying the 18-month and 2-year spending exceptions only, the Bonds meet the applicable spending test even if, at the end of the **final** spending period, proceeds not exceeding a Reasonable Retainage remain unspent, so long as such Reasonable Retainage is spent within 30 months after the Issue Date in the case of the 18-month spending exception or 3 years after the Issue Date in the case of the 2-year spending exception.

Section 4.6. Computation and Payment of Arbitrage Rebate.

- (a) *Rebate Fund.* The Trustee will keep the Rebate Fund separate from all other funds and will administer the Rebate Fund under this Tax Agreement. Any Investment earnings derived from the Rebate Fund will be credited to the Rebate Fund, and any Investment loss will be charged to the Rebate Fund.
- (b) *Computation of Rebate Amount.* The Trustee will provide the Rebate Analyst Investment reports relating to each fund held by the Trustee that contains Gross Proceeds of the Bonds at such times as reports are provided to the Board, and not later than ten days following each Computation Date. The City will provide the Rebate Analyst with copies of Investment reports for any funds containing Gross Proceeds that are held by a party other than the Trustee annually as of the end of each Bond Year and not later than ten days following each Computation Date. Each Investment report provided to the Rebate Analyst will contain a record of each Investment, including (1) purchase date, (2) purchase price, (3) information establishing the fair market value on the date such Investment was allocated to the Bonds, (4) any accrued interest paid, (5) face amount, (6) coupon rate, (7) frequency of interest payments, (8) disposition price, (9) any accrued interest received, and (10) disposition date. Such records may be supplied in electronic form. The Rebate Analyst will compute rebate following each Computation Date and deliver a written report to the Trustee, the Board and the City together with an opinion or certificate of the Rebate Analyst stating that arbitrage rebate was determined in accordance with the Regulations. Each report and opinion will be provided not later than 45 days following the Computation Date to which it relates. In performing its duties, the Rebate Analyst may rely, in its discretion, on the correctness of financial analysis reports prepared by other professionals. If the sum of the amount on deposit in the Rebate Fund and the value of prior rebate payments is less than the arbitrage rebate due, the City will, within 55 days after such Computation Date, pay to the Trustee the amount of the deficiency for deposit into the Rebate Fund. If the sum of the amount on deposit in the Rebate Fund and the value of prior rebate payments is greater than the Rebate Amount, the Trustee will transfer such surplus in the Rebate Fund to the Debt Service Fund. After the final Computation Date or at any other time if the Rebate Analyst has advised the Trustee, any money left in the Rebate Fund will be paid to the City and may be used for any purpose not prohibited by law.
- (c) *Rebate Payments.* Within 60 days after each Computation Date, the Trustee must pay (but solely from money in the Rebate Fund or provided by the City) to the United States the rebate amount then due, determined in accordance with the Regulations. Each payment must be (1) accompanied by IRS Form 8038-T and such other forms, documents or certificates as may be required by the Regulations, and (2) mailed or delivered to the IRS at the address shown below, or to such other location as the IRS may direct:

Internal Revenue Service Center
Ogden, UT 84201

Section 4.7. Successor Rebate Analyst. If the firm acting as the Rebate Analyst resigns or becomes incapable of acting for any reason, or if the City or the Board desires that a different firm act as the Rebate Analyst, then the City by an instrument or concurrent instruments in writing delivered to the firm then serving as the Rebate Analyst and any other party to this Tax Certificate, will engage a successor Rebate Analyst. In each case the successor Rebate Analyst must be a firm of nationally recognized bond counsel or a firm of independent certified public accountants and such firm must

expressly agree to undertake the responsibilities assigned to the Rebate Analyst hereunder. In the event the firm acting as the Rebate Analyst resigns or becomes incapable of acting for any reason and the City fails to appoint a qualified successor Rebate Analyst within thirty (30) days following notice of such resignation then the Trustee will appoint a firm to act as the successor Rebate Analyst.

Section 4.8. Rebate Report Records. The Trustee and the City will retain copies of each arbitrage rebate report and opinion until three years after the final Computation Date.

Section 4.9. Filing Requirements. The Trustee, the Board and the City will file or cause to be filed with the Internal Revenue Service such reports or other documents as are required by the Code in accordance with an Opinion of Bond Counsel.

Section 4.10. Survival after Defeasance. Notwithstanding anything in the Indenture to the contrary, the obligation to pay arbitrage rebate to the United States will survive the payment or defeasance of the Bonds.

Section 4.11. Tax Audits. The Board and the City acknowledge that the IRS has a routine tax audit program in place and that the cost of professional representation and compliance with requests for records and other information that are a part of such an audit can be substantial, even if no violation of tax laws are found. The Board and the City also recognize that under current administrative procedures the IRS must direct audit inquiries to the Board, even though the City has the primary responsibility for maintaining the exclusion of interest on the Bonds from gross income for federal income tax purposes. Upon receipt of notice of the commencement of any audit of the Bonds, the Board or the City will notify the other promptly. Throughout the term of the audit and any subsequent proceedings, the Board and the City will provide copies to one another of any correspondence received from or transmitted to the IRS by the other. The Board may hire its own legal counsel to represent its interests in connection with the audit or in any further proceeding that results from the audit. At the request of the Board, the City will hire separate legal counsel to represent the City's interests in the audit. The City, upon written request of the Board, will assume responsibility for responding to information and document requests made by the auditor that are within the knowledge or possession of the City. Promptly on demand by the Board in writing, the City will pay costs incurred by the Board in connection with the audit or any legal or administrative proceeding resulting from the audit (including the Board's reasonable attorney's fees and expenses). So long as the City shall not be in default under the terms of the Financing Agreement, neither the Board nor the City shall have the right to represent or otherwise bind the other party in connection with any settlement related to the tax-exempt status of the Bonds. Nothing contained in this section is intended to limit the rights of the Board to recovery under the Financing Agreement or any other agreement or certificate executed in connection with the issuance of the Bonds.

ARTICLE V

MISCELLANEOUS PROVISIONS

Section 5.1. Term of Tax Agreement. This Tax Agreement will be effective concurrently with the issuance and delivery of the Bonds and will continue in force and effect until the principal of, redemption premium, if any, and interest on all Bonds have been fully paid and all such Bonds are cancelled; provided that, the provisions of **Article IV** of this Tax Agreement regarding payment of arbitrage rebate and all related penalties and interest will remain in effect until all such amounts are paid to the United States.

Section 5.2. Amendments. This Tax Agreement may be amended from time to time by the parties to this Tax Agreement without notice to or the consent of any of the Bondowners, but only if such amendment is in writing and is accompanied by an Opinion of Bond Counsel to the effect that, under then existing law, assuming compliance with this Tax Agreement as so amended such amendment will not cause interest on any Bond to be included in gross income for federal income tax purposes. No such amendment will become effective until the Board and the Trustee receive this Opinion of Bond Counsel.

Section 5.3. Opinion of Bond Counsel. The Board, the City and the Trustee may deviate from the provisions of this Tax Agreement if furnished with an Opinion of Bond Counsel addressed to each of them to the effect that the proposed deviation will not adversely affect the exclusion of interest on the Bonds from gross income for federal income tax purposes. The Board, the City and the Trustee will comply with any further or different instructions provided in an Opinion of Bond Counsel to the effect that the further or different instructions need to be complied with in order to maintain the validity of the Bonds or the exclusion from gross income of interest on the Bonds.

Section 5.4. Reliance. In delivering this Tax Agreement, the Board, the City and the Trustee are making only those certifications, representations and agreements as are specifically attributed to them in this Tax Agreement. None of the Board, the City or the Trustee is aware of any facts or circumstances which would cause it to question the accuracy of the facts, circumstances, estimates or expectations of any other party providing certifications as part of this Tax Agreement and, to the best of their knowledge, those facts, circumstances, estimates and expectations are reasonable. The parties to this Tax Agreement understand that its certifications will be relied upon by the law firm of Gilmore & Bell, P.C., in rendering its opinion as to the validity of the Bonds and the exclusion from federal gross income of the interest on the Bonds.

Section 5.5. Severability. If any provision in this Tax Agreement or in the Bonds is determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected or impaired.

Section 5.6. Benefit of Agreement. This Tax Agreement is binding upon the Board, the City and the Trustee and their respective successors and assigns, and inures to the benefit of the parties to this Tax Agreement and the owners of the Bonds. Nothing in this Tax Agreement or in the Indenture, the Financing Agreement or the Bonds, express or implied, gives to any person, other than the parties to this Tax Agreement and their successors and assigns, and the owners of the Bonds, any benefit or any legal or equitable right, remedy or claim under this Tax Agreement. The certifications and representations made in this Tax Agreement and the expectations presented in this Tax Agreement are intended, and may be relied upon, as a certification of an officer of the Board given in good faith described in Regulations § 1.148-2(b)(2). The City understands that its certifications in this Tax Agreement and in its Closing Certificate will be relied upon by the Board in the issuance of the Bonds and execution of this Tax Agreement. The Board and the City understand that such certifications will be relied upon by the law firm of Gilmore & Bell, P.C., in rendering its opinion as to the validity of the Bonds and the exclusion from federal gross income of the interest on the Bonds.

Section 5.7. Default; Breach and Enforcement. Any misrepresentation of a party contained herein or any breach of a covenant or agreement contained in this Tax Agreement may be pursued by the Bondowners or the other party or parties to this Tax Agreement pursuant to the terms of the Indenture or any other document which references this Tax Agreement and gives remedies for a misrepresentation or breach thereof.

Section 5.8. Execution in Counterparts. This Tax Agreement may be executed in any number of counterparts, each of which so executed will be deemed to be an original, but all such counterparts will together constitute the same instrument.

Section 5.9. Governing Law. This Tax Agreement will be governed by and construed in accordance with the laws of the State of Missouri.

Section 5.10. Electronic Transactions. The parties agree that the transaction described in this Tax Agreement may be conducted, and related documents may be stored, by electronic means.

[Remainder of Page Intentionally Blank.]

The parties to this Tax Agreement have caused this Tax Agreement to be duly executed by their duly authorized officers as of the Issue Date of the Bonds.

**MISSOURI DEVELOPMENT FINANCE
BOARD**

[SEAL]

By: _____
Name: Mark Stombaugh
Title: Executive Director

CITY OF INDEPENDENCE, MISSOURI

By: _____
City Manager

UMB BANK, N.A., as Trustee

By:_____

Name:

Title:

EXHIBIT A

DEBT SERVICE SCHEDULE AND PROOF OF BOND YIELD

EXHIBIT B

IRS FORM 8038-G

ATTACHMENT TO IRS FORM 8038-G:

§ _____
**Missouri Development Finance Board
Infrastructure Facilities Revenue Bonds
(City of Independence, Missouri – Public Safety Projects)
Series 2025A**

PART II: Type of Issue

Line 11-18 Users of Bond Proceeds:

Form 8038-G Line Number	User Name	Employer Identification Number	Governmental or Nongovernmental Entity
15	City of Independence, Missouri	44-6000190	Governmental

EXHIBIT C

RESOLUTION OF OFFICIAL INTENT

EXHIBIT D

**DESCRIPTION OF PROPERTY COMPRISING THE FINANCED FACILITY AND LIST OF
REIMBURSEMENT EXPENDITURES**

EXHIBIT E

**SAMPLE
ANNUAL COMPLIANCE CHECKLIST**

Name of tax-exempt bonds ("Bonds") financing Financed Asset:	\$ _____ Missouri Development Finance Board Infrastructure Facilities Revenue Bonds (City of Independence, Missouri – Public Safety Projects) Series 2025A
Issue Date of Bonds:	<u>May</u> __, 2025
Placed in service date of Financed Facility:	_____
Name of Bond Compliance Officer:	_____
Period covered by request ("Annual Period"):	_____

Item	Question	Response
1 Ownership	Was the entire Financed Facility owned by the City during the entire Annual Period?	☐ Yes ☐ No
	If answer above was "No," was an Opinion of Bond Counsel obtained prior to the transfer?	☐ Yes ☐ No
	If Yes, include a copy of the Opinion in the Tax-Exempt Bond File.	
	If No, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.	

2 Leases & Other Rights to Possession	During the Annual Period, was any part of the Financed Facility leased at any time pursuant to a lease or similar agreement for more than 50 days?	☐ Yes ☐ No
	If answer above was "Yes," was an Opinion of Bond Counsel obtained prior to entering into the lease or other arrangement?	☐ Yes ☐ No
	If Yes, include a copy of the Opinion in the Tax-Exempt Bond File.	
	If No, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.	

Item	Question	Response
3 Management or Service Agreements	During the Annual Period, has the management of all or any part of the operations of the Financed Facility (e.g., cafeteria, gift shop, etc.) been assumed by or transferred to another entity?	☐ Yes ☐ No
	If answer above was "Yes," was an Opinion of Bond Counsel obtained prior to entering into the management agreement?	☐ Yes ☐ No
	If Yes, include a copy of the Opinion in the Tax-Exempt Bond File.	
	If No, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.	
4 Output Contracts	During the Annual Period, has the City entered into any Non-Qualified Output Agreements (<i>i.e.</i> any agreement having a term that is greater than 3 years for the sale of output of the facility, any agreement for the sale of a significant amount of the output of the facility, or "spot" sales having a term greater than 30 days)?	☐ Yes ☐ No
	If Yes: Attach a copy of the agreement(s) and Opinion of Counsel.	
5 Other Use	Was any other agreement entered into with an individual or entity that grants special legal rights to the Financed Facility?	☐ Yes ☐ No
	If answer above was "Yes," was an Opinion of Bond Counsel obtained prior to entering into the agreement?	☐ Yes ☐ No
	If Yes, include a copy of the Opinion in the Tax-Exempt Bond File.	
	If No, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.	
6 Arbitrage & Rebate	Have all rebate and yield reduction calculations mandated in the Tax Compliance Agreement been prepared for the current year?	☐ Yes ☐ No
	If No, contact Rebate Analyst and incorporate report or include description of resolution in the Tax-Exempt Bond File.	

Bond Compliance Officer: _____

Date Completed: _____

EXHIBIT F

SAMPLE FINAL WRITTEN ALLOCATION

\$ _____
Missouri Development Finance Board
Infrastructure Facilities Revenue Bonds
(City of Independence, Missouri – Public Safety Projects)
Series 2025A

Final Written Allocation

The undersigned is the _____ of the City of Independence, Missouri (the “City”) and in that capacity is authorized to execute federal income tax returns required to be filed by the City and to make appropriate elections and designations regarding federal income tax matters on behalf of the City. This allocation of the proceeds of the bond issue referenced above (the “Bonds”) is necessary for the City to satisfy ongoing reporting and compliance requirements under federal income tax laws.

Purpose. This document, together with the schedules and records referred to below, is intended to memorialize allocations of Bond proceeds to expenditures for purposes of §§ 141 and 148 of the Internal Revenue Code (the “Code”). All allocations are or were previously made no later than 18 months following the date the expenditure was made by the City or, if later, the date the “project” was “placed in service” (both as defined below), and no later than 60 days following the 5th anniversary of the issue date of the Bonds.

Background. The Bonds were issued on May __, 2025 (the “Issue Date”), by the Missouri Development Finance Board (the “Board”). The Bonds were issued in order to provide funds needed to construct, equip and furnish public safety improvements for the City (the “Project”). The Bonds were issued pursuant to a Bond Indenture of the Board. Proceeds of the Bonds were deposited to the following accounts:

Project Fund.
Costs of Issuance Fund.
Debt Service Reserve Fund.

Sources Used to Fund Project Costs and Allocation of Proceeds to Project Costs. A portion of the costs of the Project was paid from sale proceeds of the Bonds and the remaining portion of the costs of the Project was paid from earnings from the investment of bond sale proceeds and from other money of the City as shown on **Schedule 1** to this Final Written Allocation.

Identification of Financed Assets. The portions of the Project financed from Bond proceeds (i.e., the “Financed Facility” referenced in the Tax Compliance Agreement) are listed on page 1 of **Schedule 2** to this Final Written Allocation.

Identification and Timing of Expenditures for Arbitrage Purposes. For purposes of complying with the arbitrage rules, the City allocates the proceeds of the Bonds to the various expenditures described in the invoices, requisitions or other substantiation attached as **Schedule 2** to this Final Written Allocation. In each case, the cost requisitioned was either paid directly to a third party or reimbursed the City for an amount it had previously paid or incurred. Amounts received from the sale of the Bonds and

retained as underwriters discount are allocated to that purpose and spent on the Issue Date. Amounts allocated to interest expense are treated as paid on the interest payment dates for the Bonds.

Placed In Service. The Project was “placed in service” on the date set out on **Schedule 2** to this Final Written Allocation. For this purpose, the assets are considered to be “placed in service” as of the date on which, based on all the facts and circumstances: (a) the constructing and equipping of the asset has reached a degree of completion which would permit its operation at substantially its design level; and (b) the asset is, in fact, in operation at that level.

This allocation has been prepared based on statutes and regulations existing as of this date. The City reserves the right to amend this allocation to the extent permitted by future Treasury Regulations or similar authorities.

CITY OF INDEPENDENCE, MISSOURI

By: _____
Title: _____

Dated: _____

Name of Legal Counsel/Law Firm Reviewing Final Written Allocation:

Date of Review: _____

**SCHEDULE 1
TO FINAL WRITTEN ALLOCATION**

ALLOCATION OF SOURCES AND USES

[Insert Spreadsheet]

**SCHEDULE 2
TO FINAL WRITTEN ALLOCATION**

**IDENTIFICATION OF FINANCED FACILITY
&
DETAILED LISTING OF EXPENDITURES**

[Insert Spreadsheet]

CONTINUING DISCLOSURE UNDERTAKING

This **CONTINUING DISCLOSURE UNDERTAKING** (the “Disclosure Undertaking”) dated as of May 1, 2025, is executed and delivered by the City of Independence, Missouri (the “City”), in connection with the issuance of Infrastructure Facilities Revenue Bonds (City of Independence, Missouri - Public Safety Projects), Series 2025A issued by the Missouri Development Finance Board (the “Board”) on behalf of the City in the aggregate principal amount of \$_____ (the “Bonds”). The Bonds are issued pursuant to a Bond Trust Indenture dated as of May 1, 2025 (the “Indenture”) between the Board of UMB Bank, N.A., as trustee.

In order to permit the Underwriter (defined below) to comply with the provisions of Rule 15c2-12 of the Securities and Exchange Commission, as amended, in connection with the public offering of the Bonds, the City, in consideration of the mutual covenants herein contained and other good and lawful consideration, hereby agrees, for the sole and exclusive benefit of holders and Beneficial Owners (as hereinafter defined) of the Bonds, as follows:

Section 1. Definitions. Capitalized terms used but not defined herein as follows shall have the meaning ascribed to them in the Indenture.

“Annual Financial Information” shall mean the information specified in Section 3 hereof.

“Beneficial Owner” means any registered owner of any Bonds and any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

“Bonds” shall mean the bonds described above.

“City” shall mean the City of Independence, Missouri, a municipality of the State of Missouri constituting a political subdivision, and any successor thereto.

“EMMA” means the Electronic Municipal Market Access system for municipal securities disclosures.

“Fiscal Year” means the 12-month period beginning on July 1 and ending on June 30 or any other 12-month period selected by the City as the Fiscal Year of the City for financial reporting purposes.

“Financial Obligation” means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of (a) or (b) in this definition; provided however, the term Financial Obligation shall not include “municipal securities” (as such term is defined in the Securities Exchange Act of 1934, as amended) as to which a “final official statement” (as such term is defined in Rule 15c2-12) has been provided to the MSRB consistent with Rule 15c2-12.

“Financing Agreement” means the Financing Agreement dated as of May 1, 2025, between the City and the Board with respect to the Bonds.

“GAAP” shall mean accounting principles generally accepted in the United States of America as prescribed from time to time for governmental units by the Governmental Accounting Standards Board.

“GAAS” shall mean generally accepted auditing standards as in effect from time to time in the United States.

“MSRB” shall mean the Municipal Securities Rulemaking Board.

“Obligated Person” shall mean the person (including an issuer of separate securities) that is committed by contract or other arrangements structured to support payment of all or part of the obligations under the municipal securities.

“Official Statement” shall mean the Official Statement related to the Bonds dated April ___, 2025.

“Rule 15c2-12” shall mean Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended from time to time.

“Underwriter” shall mean Stifel, Nicolaus & Company, Incorporated.

Section 2. Obligations to Provide Continuing Disclosure.

(a) Obligations of the City.

- (i) The City hereby undertakes, for the benefit of the holders and Beneficial Owners of the Bonds, to provide, no later than January 2 of each year commencing January 2, 2026 (or, if the City’s Fiscal Year shall no longer end on June 30, 180 days after the end of each of its Fiscal Years) to the MSRB via EMMA, the City’s annual report (the “Annual Report”), which includes (A) the audited financial statements of the City for the prior fiscal year, and (B) updates to the information in *Appendix A* to the Official Statement in the tables labeled “FINANCIAL INFORMATION CONCERNING THE CITY – Property Valuations - *Current Assessed Valuation*, - *History of Property Valuation*, - *Major Property Taxpayers*, - *Obligations of the City*, and - *Overlapping or Underlying Indebtedness*.” If the City’s audited financial statements are not then available, unaudited financial statements in a format similar to the financial statements contained in the final Official Statement relating to the Bonds and the operating information described in (B) above shall be provided no later than January 2 of each year commencing January 2, 2026 (or, if the City’s Fiscal Year shall no longer end on June 30, 180 days after the end of each of its Fiscal Years) and the audited financial statements shall be promptly delivered to the MSRB if and when they become available. The Annual Report shall be provided to the MSRB in such manner and format as prescribed by the MSRB.

- (ii) The Trustee, based upon information that has been provided to and actually received by it in its capacity as Trustee, if other than an officer of the City, shall notify the City of the occurrence of any of the events with respect to the Bonds listed in Section 2(a)(iii) hereof promptly upon becoming aware of the occurrence of any such event.

(iii) The City hereby undertakes, for the benefit of the holders and Beneficial Owners of the Bonds, to provide to the MSRB via EMMA and the Trustee, not later than 10 Business Days from the occurrence thereof, notice of any of the following events with respect to the Bonds:

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults, if material;
- (3) unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) substitution of credit or liquidity providers, or their failure to perform;
- (6) adverse tax opinions; the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Series 2025A Bonds, or other material events affecting the tax status of the Series 2025A Bonds;
- (7) modifications to rights of bondholders, if material;
- (8) Bond calls, if material, and tender offers;
- (9) defeasances;
- (10) release, substitution or sale of property securing repayment of the Bonds, if material;
- (11) rating changes;
- (12) bankruptcy, insolvency, receivership or similar event of the City;
- (13) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (14) appointment of a successor or additional trustee or the change of name of the trustee, if material;
- (15) incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and
- (16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

(iv) The City shall also provide to the MSRB in a timely manner notice of any failure of the City to provide the MSRB the Annual Report required by paragraph (i) of this Section 2(a) on or before the date specified.

(v) Notwithstanding the foregoing, notice of listed events described in (iii)(8) and (9) above need not be given any earlier than the notice (if any) of the underlying event is given to holders of affected Bonds pursuant to the Indenture.

(b) Termination or Modification of Disclosure Obligation. The City's obligations herein shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If the City's obligations hereunder are assumed in full by some other entity, such person shall be responsible for compliance with this Disclosure Undertaking in the same manner as if it were the City, and the City shall have no further responsibility hereunder. If such termination or substitution occurs prior to the final

maturity of the Bonds the City shall give notice of such termination or substitution in the same manner as for a Material Event under **Section 2(a)(iii)**.

(c) Other Information. Nothing herein shall be deemed to prevent the City from disseminating any other information in addition to that required hereby in the manner set forth herein or in any other manner. If the City should disseminate any such additional information, the City shall have no obligation hereunder to update such information or include it in any future materials disseminated hereunder.

Section 3. Annual Financial Information.

(a) Specified Information. The Annual Financial Information of the City shall consist of the Annual Report as described in Section 2(a)(i).

(b) Incorporation by Reference. Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues with respect to which the City is an “obligated person” (as defined by Rule 15c2-12), which have been provided to the MSRB and is available through EMMA or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the MSRB via EMMA. The City shall clearly identify each such other document so included by reference.

(c) Informational Categories. The requirements contained in this Disclosure Undertaking are intended to set forth a general description of the type of financial information and operating data to be provided by the City, such descriptions are not intended to state more than general categories of financial information and operating data; and where the provisions of this Disclosure Undertaking call for information that no longer can be generated or is no longer relevant because the operations to which it related have been materially changed or discontinued, a statement to that effect shall be provided.

Section 4. Financial Statements.

The annual financial statements of the City for each fiscal year shall be prepared in accordance with GAAP (unless applicable accounting principles are otherwise disclosed) and audited by an independent accounting firm in accordance with GAAS. The annual financial statements may be provided by specific incorporation by reference to any other documents which have been filed with the MSRB and the Securities and Exchange Commission.

Section 5. Remedies.

If the City should fail to comply with any provision of this Disclosure Undertaking, then any holder or Beneficial Owner of Bonds may enforce, for the equal benefit and protection of all the holders or Beneficial Owners of the Bonds similarly situated, by mandamus or other suit or proceeding at law or in equity, against such party and any of its officers, agents and employees, and may compel such party or any such officers, agents or employees to perform and carry out their duties under this Disclosure Undertaking; provided that the sole and exclusive remedy for breach of this Disclosure Undertaking shall be an action to compel specific performance of the obligations of such party hereunder, and no person or entity shall be entitled to recover monetary damages hereunder under any circumstances; and provided, further, that the rights of any holder or Beneficial Owner to challenge the adequacy of the information provided in accordance with Sections 2 and 3 hereunder are conditioned upon the provisions of the Indenture with respect to the enforcement of remedies of holders upon the occurrence of an Event of Default as though such provisions applied hereunder. Failure of any party to perform its obligations

hereunder shall not constitute an Event of Default under any agreement executed and delivered in connection with the issuance of the Bonds.

Section 6. Parties in Interest.

The provisions of this Disclosure Undertaking shall inure solely to the benefit of holders and Beneficial Owners from time to time of the Bonds, the Underwriter, the City and the Trustee, and shall create no rights in any other person or entity.

Section 7. Amendments.

(a) Without the consent of any of the holders or Beneficial Owners of the Bonds, the City, at any time and from time to time, may amend or make changes this Disclosure Undertaking for any purpose, if:

(i) the amendment is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of the City or any type of business or affairs it conducts;

(ii) the undertakings set forth herein, as amended, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of Rule 15c2-12 on the date hereof, after taking into account any amendments to, or interpretation by the staff of the Securities and Exchange Commission of, Rule 15c2-12, as well as any change in circumstances; and

(iii) the amendment, in the opinion of nationally recognized bond counsel, does not materially impair the interests of the holders or Beneficial Owners of the Bonds.

(b) Annual Financial Information for any fiscal year containing any amended operating data or financial information for such fiscal year shall explain, in narrative form, the reasons for such amendment and the impact of the change in the type of operating data or financial information in the Annual Financial Information being provided for such fiscal year. If a change in accounting principles is included in any such amendment, such Annual Financial Information shall present a comparison between the financial statements or information prepared on the basis of the amended accounting principles and those prepared on the basis of the former accounting principles. Such comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information. To the extent reasonably feasible such comparison shall also be quantitative. A notice of any such change in accounting principles shall be sent in a timely manner by the City to the MSRB.

Section 8. Termination.

This Disclosure Undertaking shall remain in full force and effect until such time as all principal, redemption premiums, if any, and interest on the Bonds shall have been paid in full or the Bonds shall have otherwise been paid or legally defeased pursuant to the Indenture; provided, however, that if Rule 15c2-12 (or successor provision) shall be amended, modified or changed so that all or any part of the information currently required to be provided thereunder shall no longer be required to be provided thereunder, then such information shall no longer be required to be provided hereunder; and provided, further, that if and to the extent Rule 15c2-12 (or successor provision), or any provision thereof, is repealed or shall be declared by a court of competent and final jurisdiction to be, in whole or in part, invalid, unconstitutional, null and void, or otherwise inapplicable to the Bonds, then the information

required to be provided hereunder, insofar as it was required to be provided by a provision of Rule 15c2-12 so declared, shall no longer be required to be provided hereunder. Upon any legal defeasance of the Bonds, the City shall provide notice of such defeasance to the MSRB and such notice shall state whether the Bonds have been defeased to maturity or to redemption and the timing of such maturity or redemption.

Section 9. Notices.

Any notices or communications to the City may be given as follows:

City of Independence, Missouri
111 East Maple
City of Independence, Missouri 64050
Attention: Director of Finance

The City may, by written notice to the Trustee, designate a different address to which subsequent notices or communications should be sent.

Section 10. Designated Agents.

The City may, from time to time, appoint or designate one or more agents (each, a “designated agent”) to submit Annual Financial Information, Material Event notices, and other notices or reports with the MSRB via EMMA. The City hereby appoints the Trustee and Gilmore & Bell, P.C. as designated agents of the City solely for the purpose of submitting City-approved Annual Financial Information, event notices, and other notices or reports to the MSRB via EMMA as requested by the City. The City may revoke this designation at any time upon written notice to the designated agent, and may designate one or more additional designated agents for purposes of this **Section 10** from time to time by written designation to the newly appointed designated agent.

Section 11. Electronic Transactions.

The arrangement described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 12. Governing Law.

This Disclosure Undertaking shall be governed by and construed in accordance with the laws of the State of Missouri.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned has duly authorized, executed and delivered this Disclosure Undertaking as of the date first above written.

CITY OF INDEPENDENCE, MISSOURI,
as Obligated Person

By: _____
Name: Zachary Walker
Title: City Manager

BOND PURCHASE AGREEMENT

relating to

\$ _____

**Missouri Development Finance Board
Infrastructure Facilities Revenue Bonds
(City of Independence, Missouri - Public Safety Projects)
Series 2025A**

April __, 2025

Missouri Development Finance Board
221 Boliver Street, Suite 300
Jefferson City, Missouri 65101
Attention: Executive Director

City of Independence, Missouri
City Hall
111 East Maple Avenue
Independence, Missouri 64050
Attention: City Manager

Ladies and Gentlemen:

The undersigned, Stifel, Nicolaus & Company, Incorporated (the “**Underwriter**”), offers to enter into the following agreement (this “**Agreement**”) with Missouri Development Finance Board (the “**Issuer**”) and the City of Independence, Missouri (the “**City**”) which, upon acceptance of this offer by the Issuer and the City, will be binding upon the Issuer, the City and the Underwriter. This offer is made subject to the written acceptance of this Agreement by the Issuer and the City on or before 5:00 p.m. (central time), on the date indicated above (or such later time as we may mutually agree upon) and, if not so accepted, may be withdrawn by the Underwriter upon written notice to the Issuer and the City by the Underwriter at any time before its acceptance hereof.

Terms not otherwise defined herein shall have the same meanings as set forth in the Indenture (as defined in **Section 1** of this Agreement).

Section 1. Purchase and Sale of the Bonds.

(a) Subject to the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein, the Underwriter hereby agrees to purchase from the Issuer for offering to the public, and the Issuer hereby agrees to sell and deliver to the Underwriter for such purpose, all, but not less than all, of the Infrastructure Facilities Revenue Bonds (City of Independence, Missouri - Public Safety Projects) Series 2025A (the “**Bonds**”). The purchase price for the Bonds shall be \$_____ (reflecting net original issue premium of \$_____ and an underwriting discount of \$_____). The payment for and delivery of the Bonds pursuant to **Section 7** is called the “**Closing**.”

(b) The Bonds are being issued by the Issuer pursuant to the terms of the Bond Trust Indenture, dated as of May 1, 2025 (the “**Indenture**”), by and between the Issuer and UMB Bank, N.A., a national banking association organized and existing under the laws of the United States of America, as trustee (the “**Trustee**”). The Bonds shall mature on the dates, in the years and in the amounts, shall bear interest at fixed interest rates

and shall be offered at the initial public offering prices as described on **Schedule I** attached hereto and made a part hereof.

(c) Proceeds of the Bonds will be used to (i) finance the Projects (as defined in the Indenture), and (ii) pay the costs of issuance of the Bonds.

Section 2. Public Offering.

(a) The Underwriter intends to make an initial bona fide public offering of the Bonds at prices not in excess of the initial public offering price or prices (or with yield or yields not lower than the yield or yields) set forth in **Schedule I** hereto, plus accrued interest thereon (if any), but may subsequently change such initial offering prices or yields at any time without notice in connection with the marketing of the Bonds. The foregoing notwithstanding, the Underwriter may offer and sell the Bonds to certain dealers (including dealers depositing Bonds into unit investment trusts or mutual funds) at a price or prices lower (or yield or yields higher) than the public offering prices or yields set forth in **Schedule I** hereto.

(b) The Issuer and the City acknowledge and agree that (i) the purchase and sale of the Bonds pursuant to this Agreement is an arm's-length commercial transaction between the Issuer, the City and the Underwriter, (ii) with respect to the engagement of the Underwriter by the Issuer and the City, including in connection with the purchase, sale and offering of the Bonds, and discussions, conferences, negotiations and undertakings in connection therewith, the Underwriter is and has been acting solely as a principal and not as an advisor (including, without limitation, a Municipal Advisor (as such term is defined in Section 975(e) of the Dodd-Frank Wall Street Reform and Consumer Protection Act)), agent or a fiduciary of the Issuer or the City, (iii) the Underwriter has not assumed (individually or collectively) a fiduciary responsibility in favor of the Issuer or the City with respect to the offering of the Bonds or the process leading thereto (whether or not the Underwriter, or any affiliate of the Underwriter, has advised or is currently advising the Issuer or the City on other matters) or any other obligation to the Issuer or the City except the obligations expressly set forth in this Agreement; (iv) each of the Issuer and the City has consulted with its own legal and financial advisors to the extent it deemed appropriate in connection with the offering of the Bonds and (v) this Agreement expresses the entire relationship between the parties hereto.

Section 3. Official Statement.

(a) The City will deliver to the Underwriter within seven business days after the date hereof, or within sufficient time to accompany any confirmation that requests payment from any customer of the Underwriter, whichever comes first, the final Official Statement, dated as of the date hereof, relating to the Bonds (which, together with the cover page, and all exhibits, appendices, maps, pictures, diagrams, reports and statements included therein or attached thereto and any amendments and supplements that may be authorized for use with respect to the Bonds are herein called the "**Official Statement**") executed on behalf of the City by a duly authorized representative thereof in such quantity that the Underwriter may reasonably request to enable the Underwriter to provide the Official Statement to potential customers and to comply with any rules of the Municipal Securities Rulemaking Board (the "**MSRB**") and the Securities and Exchange Commission (the "**SEC**").

The Issuer and the City consent to the use by the Underwriter prior to the date upon which the Official Statement is executed and available for distribution, of the Preliminary Official Statement dated April __, 2025 (the "**Preliminary Official Statement**"). The Preliminary Official Statement has been prepared by the City for use by the Underwriter in connection with the public offering, sale and distribution of the Bonds. The Underwriter confirms that it has reviewed the Preliminary Official Statement in accordance with the requirements of the Rule.

(b) For purposes of Rule 15c2-12 promulgated by the SEC under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12 (as in effect and interpreted from time to time, the "**Rule**")), the Issuer and the

City have deemed the Preliminary Official Statement, as of its date, the final official statement, with certain omissions therein as permitted by the Rule to be completed in connection with the pricing of the Bonds. The Issuer and the City approve the Official Statement. Notwithstanding the foregoing, (i) the Issuer's representations hereunder are limited to those portions of the Preliminary Official Statement under the captions "INTRODUCTORY STATEMENT – The Board," "THE BOARD" and "LITIGATION – The Board" and (ii) the City's representations hereunder do not include those portions of the Preliminary Official Statement under the captions, "INTRODUCTORY STATEMENT – The Board," "THE BOARD" and "LITIGATION – The Board."

The Issuer and the City agree to provide to the Underwriter all information concerning the Issuer and the City, respectively, necessary to comply with the requirements of the Rule.

The City represents and warrants to the Underwriter that Rubin Brown LLP has informed the City that no specific approval or consent is necessary for the inclusion of the audit report included as Appendix B to the Preliminary Official Statement and the Official Statement.

(c) The Issuer and the City represent that their respective governing bodies have authorized the Official Statement to be used by the Underwriter in connection with the public offering and the sale of the Bonds. Each of the Issuer and the City hereby confirms that it does not object to the distribution of the Official Statement in electronic form.

(d) If, after the date of this Agreement to and including the date the Underwriter is no longer required to provide an Official Statement to potential customers who request the same pursuant to the Rule (the earlier of (i) 90 days from the "end of the underwriting period" (as defined in the Rule) and (ii) the time when the Official Statement is available to any person from the MSRB, but in no case less than 25 days after the "end of the underwriting period" for the Bonds), the Issuer or the City becomes aware of any fact or event which might or would cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, or if it is necessary to amend or supplement the Official Statement to comply with law, the Issuer or the City, as applicable, will notify the Underwriter (and for the purposes of this clause provide the Underwriter with such information as it may from time to time request), and if, in the opinion of the Underwriter, such fact or event requires preparation and publication of a supplement or amendment to the Official Statement, the City will forthwith prepare and furnish, at the City's own expense (in a form and manner approved by the Underwriter), a reasonable number of copies of either amendments or supplements to the Official Statement so that the statements in the Official Statement as so amended and supplemented will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading or so that the Official Statement will comply with law. If such notification shall be subsequent to the Closing Date (as defined in **Section 7**), the City shall furnish such legal opinions, certificates, instruments and other documents as the Underwriter may deem necessary to evidence the truth and accuracy of such supplement or amendment to the Official Statement. The obligations of the Issuer set forth in this paragraph shall not require the Issuer to monitor the business and affairs of the City. In connection with the foregoing, the Issuer will only be required to prepare and furnish amendments or supplements, at the expense of the City, relating to information under the captions "INTRODUCTORY STATEMENT – The Board," "THE BOARD" and "LITIGATION – The Board" in the Official Statement.

(e) The Underwriter hereby agrees to file the Official Statement with the MSRB. Unless otherwise notified in writing by the Underwriter, the Issuer and the City can assume that the "end of the underwriting period" for purposes of the Rule is the Closing Date.

Section 4. Ongoing Disclosure. The City covenants and agrees to enter into a written agreement or contract, constituting an undertaking to provide ongoing disclosure about the City, for the benefit of the beneficial owners of the Bonds, as required by section (b)(5) of the Rule. The form and substance of such undertaking shall be set forth in the Undertaking (as defined below) delivered at Closing, which agreement

shall be substantially as described in the Official Statement, with such changes as may be agreed upon in writing by the Underwriter. Such undertaking, as set forth in the Continuing Disclosure Undertaking, is hereinafter referred to collectively as the “**Undertaking.**”

Section 5. Representations, Warranties and Agreements of the Issuer. The Issuer represents and warrants to and covenants with the Underwriter that:

(a) The Issuer is a body corporate and politic duly created and existing under the laws of the State of Missouri (the “**State**”), including particularly the Missouri Development Finance Board Act, Sections 100.250 to 100.297, inclusive, of the Revised Statutes of Missouri, as amended (the “**Act**”), and has full legal right, power and authority, and at the Closing Date will have full legal right, power and authority (i) to adopt, and has duly adopted a resolution by the governing body of the Issuer on March 18, 2025 authorizing the issuance of the Bonds and the execution and delivery of the Issuer Agreements (as defined below) (the “**Bond Resolution**”), (ii) to issue and deliver the Bonds for the purposes for which they are to be issued as set forth in the Official Statement, (iii) to make the proceeds of the Bonds available to the City under the Financing Agreement, dated as of May 1, 2025 (the “**Financing Agreement**”), between the Issuer and the City, for the purposes set forth therein and as described in the Official Statement, (iv) to execute and deliver this Agreement, the Bond Resolution, the Indenture, the Financing Agreement and the Tax Compliance Agreement (collectively, the “**Issuer Agreements**”), (v) to pledge and assign to the Trustee the property constituting the Trust Estate (as defined in the Indenture) as security for the payment of the principal of, premium, if any, and interest on the Bonds, and (vi) to consummate the transactions contemplated by, and perform its obligations under, the Bonds and the Issuer Agreements.

(b) The Issuer has duly authorized and approved the execution and delivery of the Issuer Agreements. The Issuer has taken all necessary action required to make the Issuer Agreements and the Bonds the valid and binding obligations of the Issuer which they purport to be; and when executed and delivered by the parties thereto, the Issuer Agreements and the Bonds will constitute valid and binding agreements of the Issuer and will be enforceable against the Issuer in accordance with their respective terms subject to the qualification that the enforcement thereof may be limited by laws relating to bankruptcy, insolvency or other similar laws affecting creditors’ rights generally and by the availability of equitable remedies.

(c) To the best of its knowledge, the Issuer is not in any manner which would materially affect the authorization, issuance, tax-exempt status of the Bonds or sale of the Bonds, in breach of or in default under any existing law, court or administrative regulation, decree, order, agreement, indenture, financing agreement, bond, resolution, mortgage, lease, sublease or other instrument to which it is a party or by which it is bound, and no event has occurred or is continuing which, with the passage of time or the giving of notice, or both, would constitute a material default or event of default by the Issuer thereunder.

(d) To the best of its knowledge, the execution, delivery and due performance by the Issuer of the Issuer Agreements and the Bonds and any other documents contemplated herein or in the Official Statement will not conflict with or result in a violation or breach of, or constitute a default under any indenture, agreement, mortgage, lease, or instrument to which the Issuer is a party or by which it is bound, or any existing law, court or administrative regulation, order or decree to which the Issuer is subject, or result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Issuer other than as contemplated by the Financing Agreement and the Indenture. The Issuer has obtained all consents which its counsel and Gilmore & Bell, P.C. (“**Bond Counsel**”) have advised are necessary in connection with the issuance and sale of the Bonds and the Issuer’s obligations under the Issuer Agreements, including any governmental authority of the State or the United States of America, provided, however, that no representation is made concerning compliance with the registration requirements of the Federal securities laws or the securities or “blue sky” laws of the various states.

(e) There is no action, suit, proceeding or investigation at law or in equity or before or by any court, public board, governmental agency or body pending or, to the best knowledge of the Issuer, threatened

against or affecting the Issuer, attempting to restrain or enjoin the issuance or delivery of the Bonds or questioning or affecting the validity of the Bonds or the proceedings or authority under which they are to be issued or questioning the right of the Issuer to enter into the Issuer Agreements to secure the Bonds in the manner provided in the Indenture or wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by the Issuer Agreements or the Official Statement, or which, in any way, would adversely affect the validity or enforceability of the Bonds or the Issuer Agreements or any agreement or instrument to which the Issuer is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby and by the Official Statement or the exclusion of interest on the Bonds from the gross income of the owners thereof for Federal income tax purposes referred to under the caption "TAX MATTERS" in the Official Statement.

(f) No event has occurred and is continuing which, with the lapse of time or the giving of notice, or both, would constitute an event of default under the Issuer Agreements.

(g) The information under the captions "INTRODUCTORY STATEMENT – The Board," "THE BOARD" and "LITIGATION – The Board" in the Official Statement has been supplied by the Issuer and as of its date did not, and such information in the Official Statement as of its date does not and on the Closing Date will not, contain any untrue or misleading statements of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(h) Neither the Issuer nor its revenues are subject to taxation under the Internal Revenue Code of 1986, as amended (the "**Code**"), or the laws of the State.

(i) The Issuer will cooperate with the Underwriter and its counsel in endeavoring to qualify the Bonds for offering and sale under the securities or "blue sky" laws of such jurisdictions of the United States as the Underwriter may request; provided, however, that the Issuer shall have no responsibility for payment of expenses in connection therewith and will not be requested to execute any special consent to service of process in connection with any such qualification in any jurisdiction. The City will pay the reasonable expenses of any action taken under this paragraph.

(j) The Issuer will apply the proceeds from the sale of the Bonds as specified in the Indenture and the Financing Agreement. So long as any of the Bonds remain outstanding and, except as may be authorized by the Indenture and the Financing Agreement, the Issuer will not issue or sell any bonds or obligations, other than the Bonds or any Additional Bonds authorized pursuant to the terms of the Indenture, the principal of or premium, if any, or interest on which will be payable from the Trust Estate.

(l) Neither the creation, organization or existence of the Issuer nor the right of the present directors of the Issuer to their offices nor the title of the officials of the Issuer to their respective offices are being contested and no authority or proceeding for the issuance of the Bonds has been repealed, revoked or rescinded.

(m) The Issuer agrees to cooperate reasonably with the Underwriter to obtain CUSIP identification numbers to be printed on the Bonds as the Underwriter may request.

(n) Any certificate signed by an authorized officer of the Issuer and delivered to the Underwriter or Bond Counsel shall be deemed a representation and warranty by the Issuer to the Underwriter as to statements made therein.

(o) The Issuer covenants that between the date hereof and the Closing it will take no actions which will cause the representations and warranties made in this **Section 5** to be untrue as of the Closing.

Section 6. Representations, Warranties and Agreements of the City. The City represents, warrants and agrees as follows:

(a) The City, a constitutional charter city and political subdivision duly organized and existing under the laws of the State, and has full legal right, power and authority, and at the Closing Date will have full legal right, power and authority (i) to pass, and has duly passed an ordinance by the governing body of the City on April __, 2025 authorizing the execution and delivery of the City Agreements (as defined below) and approving the form of the Indenture (the “**Authorizing Ordinance**”), (ii) to make use of the proceeds of the Bonds made available to the City under the Financing Agreement for the purposes set forth therein and as described in the Official Statement, (iii) to execute and deliver this Agreement, the Financing Agreement, the Undertaking and the Tax Compliance Agreement (collectively, the “**City Agreements**”), and (vi) to consummate the transactions contemplated by, and perform its obligations under, the Bonds and the City Agreements.

(b) The information contained in the Official Statement is, and the information contained in the Official Statement, at all times during the period from its date to and including the date 25 days following the “end of the underwriting period” (as such term is described in the Rule), will be true and correct in all material respects and the Official Statement does not contain, and the Official Statement during such period will not contain, any untrue statement of a material fact and the Official Statement does not omit, and the Official Statement during such period will not omit, to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; provided, however, that this representation and warranty shall not be deemed to cover or apply to statements in or omissions from the Preliminary Official Statement or the Official Statement under the captions “INTRODUCTORY STATEMENT – The Board,” “THE BOARD,” “LITIGATION – the Board,” or “UNDERWRITING” or any information regarding DTC.

(c) Except as described in the Official Statement, there is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any court, public board, or governmental agency or body pending or, to the best knowledge of the City, threatened against or affecting the City or the property of the City (and, to the knowledge of the City, there is no meritorious basis therefor), which involves the City (i) which might reasonably (x) adversely affect or question the payments required to be made under any of the City Agreements or (y) materially and adversely affect the financial condition of the City, or (ii) wherein an adverse decision, ruling or finding would (x) materially and adversely affect the transactions contemplated by the Official Statement and this Agreement or (y) materially and adversely affect the validity or enforceability of the Bonds, the Indenture, the City Agreements or any other documents, certificates or agreements executed or delivered by the City in connection with the transactions contemplated by the foregoing or the amounts to be received by the Issuer pursuant to the City Agreements or (z) materially and adversely affect the due organization, corporate existence or corporate powers of the City or the titles of its officers to their respective offices.

(d) This Agreement has been duly authorized, executed and delivered by the City and, assuming the due authorization execution and delivery by and the binding effect on the other parties thereto, this Agreement constitutes the legal, valid and binding obligation of the City enforceable in accordance with its terms, subject to the qualification that the enforcement thereof may be limited by laws relating to bankruptcy, insolvency or other similar laws affecting creditors’ rights generally and by the availability of equitable remedies.

(e) Each of the City Agreements have been duly authorized by the City and, assuming the due authorization, execution and delivery by and the binding effect thereof on the other parties thereto, when executed by the City, each such instrument will constitute the legal, valid and binding obligation of the City enforceable in accordance with its terms, subject to the qualification that the enforcement thereof may be limited by laws relating to bankruptcy, insolvency or other similar laws affecting creditors’ rights generally and by the availability of equitable remedies.

(f) The City will not take or omit to take any action which action or omission will in any way cause the proceeds of the sale of the Bonds to be applied in a manner contrary to that provided in the City Agreements or as described in the Official Statement (together with the City Agreements and the Indenture, collectively, the “**Bond Documents**”) as in force from time to time.

(g) No default, event of default or event which, with notice or lapse of time or both, would constitute a default, or an event of default or a default under the Bond Documents, or under any agreement or instrument to which the City is a party or by which the City is bound or to which any of the property or assets of the City is subject has occurred and is continuing where the failure to cure the same might reasonably materially adversely affect the performance by the City of its obligations under the City Agreements or the consummation of the transactions contemplated by the Official Statement or this Agreement; neither the execution or delivery of the City Agreements, nor the consummation of any other of the transactions contemplated thereby or by this Agreement or the Official Statement nor the fulfillment of the terms hereof or thereof, will conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any corporate restriction or any indenture, agreement or instrument to which the City is bound, any order, rule or regulation applicable to the City of any court, Federal or state regulatory body, administrative agency or other governmental body having jurisdiction over the City or any of its properties or operations, or (except as contemplated thereby) will result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the City under the terms of any such restriction, agreement, instrument, order, rule or regulation, except for encumbrances permitted pursuant to the terms of the Bond Documents.

(h) [Reserved].

(i) The City has received and there remain currently in full force and effect, or will receive prior to the Closing Date, all governmental consents and approvals that would constitute a condition precedent to, or the failure to obtain which would materially adversely affect, the performance by the City of its obligations under the City Agreements or the consummation of the transactions contemplated by the Official Statement or this Agreement.

(j) The audited financial statements of the City included as Appendix B to the Official Statement present fairly the financial position of the City as of the respective dates of such financial statements, and the results of operations and changes in net assets and in financial position of the City for the respective periods covered thereby, all in conformity with generally accepted accounting principles consistently applied throughout the periods involved, except as disclosed in the Official Statement.

(m) Subsequent to the respective dates as of which information is given in the Official Statement, and except as contemplated by the Official Statement, the City has not incurred any material liabilities or obligations, direct or contingent, nor entered into any material transactions not in the ordinary course of business and there has not been any material adverse change in the City’s condition (financial or otherwise), revenues, business, properties or prospects whether or not arising in the ordinary course of business nor any material change in its short term debt or long term debt.

(n) Except as described in the Preliminary Official Statement and to be described in the Official Statement relating to the Bonds, during the past five years, the City has not failed in any material way to comply with any prior continuing disclosure undertakings pursuant to the Rule.

(o) On or before the Closing Date, the City shall execute the Bond Documents to which it is a party.

(p) Any certificate signed by an authorized officer of the City delivered to the Issuer, to Bond Counsel or to the Underwriter shall be deemed a representation and warranty by the City to the Issuer and the Underwriter as to the statements made therein.

(q) The City will cooperate with the Underwriter and its counsel in endeavoring to qualify the Bonds for offering and sale under the securities or “blue sky” laws of such jurisdictions of the United States as the Underwriter may request; provided, however, that the City shall have no responsibility for payment of expenses in connection therewith and will not be requested to execute any special consent to service of process in connection with any such qualification in any jurisdiction. The City will pay the reasonable expenses of any action taken under this paragraph.

(r) The City covenants that between the date hereof and the Closing it will take no actions which will cause the representations and warranties made in this **Section 6** to be untrue as of the Closing.

Section 7. Closing.

(a) At 10:00 a.m. (central time) on May ____, 2025 (the “**Closing Date**”), or at such other time or such other date as shall have been mutually agreed upon by the Issuer, the City and the Underwriter (the “**Closing Time**”), the Issuer will deliver, or cause to be delivered, to the Underwriter, the Bonds, in definitive form duly executed and authenticated by the Trustee together with the other documents hereinafter mentioned; and the Underwriter will accept such delivery and pay the purchase price of the Bonds by delivering to the Issuer immediately available funds payable to the order of the Issuer in an amount equal to the purchase price set forth in **Section 1** hereof.

(b) Payment for the Bonds shall be made to the Issuer in immediately available funds or such other arrangement as shall be mutually agreeable on or before the Closing Time. The Bonds will be registered in the name of Cede and Co., as nominee for DTC. Delivery of the Bonds shall be made to the Paying Agent in its capacity as FAST Agent for DTC, in definitive form, as fully registered bonds duly executed and authenticated and bearing CUSIP numbers (provided neither the printing of a wrong number on any Bond nor the failure to print a number thereon shall constitute cause to refuse delivery of any Bond); provided, however, that the Bonds may be delivered in temporary form.

(c) The Underwriter shall have the right to delay the Closing and reschedule the Closing Date, if, subsequent to the date hereof, and at any time prior to the Closing, a material disruption in securities settlement, payment or clearance services affecting the Bonds shall have occurred. The Closing Date shall be rescheduled to a date mutually agreed upon by the Issuer and the Underwriter once the material disruption has been alleviated.

Section 8. Closing Conditions. The Underwriter has entered into this Agreement in reliance upon the representations, warranties and agreements of the Issuer and the City contained herein, and in reliance upon the representations, warranties and agreements to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the Issuer and the City of their obligations hereunder, both as of the date hereof and as of the Closing Date. Accordingly, the Underwriter’s obligations under this Agreement to purchase, to accept delivery of and to pay for the Bonds shall be conditioned upon the performance by the Issuer and the City of their obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also be subject to the following additional conditions, including the delivery by the Issuer and the City of such documents as are enumerated herein, in form and substance reasonably satisfactory to the Underwriter:

(a) The representations and warranties of the Issuer and the City contained herein shall be true, complete and correct on the date hereof and on and as of the Closing Date, as if made on the Closing Date.

(b) The Issuer and the City shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing Time.

(c) At the Closing Time, each of the Bond Documents shall have been duly authorized, executed and delivered, and each of the foregoing shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to by the Underwriter; and the Official Statement and any amendments or supplements thereto shall have been duly authorized and executed. The net proceeds of the sale of the Bonds and any funds to be provided by the City shall be deposited and applied as described in the Official Statement and the Indenture and the Issuer and the City shall have duly adopted and there shall be in full force and effect such ordinances and/or resolutions as shall be required in order for parties to deliver each the opinions referred to hereafter.

(d) By the Closing Time, the Underwriter must receive electronic copies of the following documents, each satisfactory in form and substance to the Underwriter:

- (i) Executed counterparts of the Bond Documents.
- (ii) The Bond Resolution.
- (iii) The executed Authorizing Ordinance.

(iv) A certificate, dated the Closing Date, signed by an authorized official of the Issuer, to the effect that (A) the representations and warranties of the Issuer contained in **Section 5** hereof are true and correct on and as of the Closing Date as if such representations and warranties had been made on and as of the Closing Date, (B) no litigation or proceeding against it is pending or, to its knowledge, threatened in any court or administrative body nor is there any basis for litigation which would (1) contest the right of the members or officials of the Issuer to hold and exercise their respective positions, (2) contest the due organization and valid existence of the Issuer, (3) contest the validity, due authorization and execution of the Bonds and the Issuer Agreements or (4) attempt to limit, enjoin or otherwise restrict or prevent the Issuer from functioning and collecting revenues pursuant to the Issuer Agreements; (C) the Bond Resolution authorizing the execution, delivery and/or performance of the Issuer Agreements and the Bonds has been duly adopted by the Issuer, is in full force and effect and has not been modified, amended or repealed; and (D) no event affecting the Issuer has occurred since the date of the Official Statement which should be disclosed in the Official Statement for the purpose for which it is to be used or which is necessary to disclose therein in order to make the statements and information contained therein under the captions "INTRODUCTORY STATEMENT – The Board," "THE BOARD" and "LITIGATION – The Board" not misleading in any material respect as of the Closing Time, and the information under the captions "INTRODUCTORY STATEMENT – The Board," "THE BOARD" and "LITIGATION – The Board" contained in the Official Statement is correct in all material respects and, as of the date of the Official Statement did not, and as of the Closing Date does not, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

(v) A certificate, dated the Closing Date, signed by an authorized official of the City, to the effect that (A) the representations and warranties of the City contained in **Section 6** hereof are true and correct on and as of the Closing Date as if such representations and warranties had been made on and as of the Closing Date, (B) except as disclosed in the Official Statement, no litigation or proceeding against it is pending or, to its knowledge, threatened in any court or administrative body nor is there any basis for litigation which would (1) contest the right of the members or officials of the City to hold and exercise their respective positions, (2) contest the due organization and valid existence of the City, (3) contest the validity, due authorization and execution of the City Agreements or (4) attempt to limit, enjoin or otherwise restrict or prevent the City from functioning and collecting revenues pursuant to the City

Agreements; (C) the Authorizing Ordinance authorizing the execution, delivery and/or performance of the City Agreements has been duly authorized and delivered by the City, is in full force and effect and has not been modified, amended or repealed; and (D) no event affecting the City has occurred since the date of the Official Statement which should be disclosed in the Official Statement for the purpose for which it is to be used or which is necessary to disclose therein in order to make the statements and information contained therein not misleading in any material respect as of the Closing Time, and the information contained in the Official Statement is correct in all material respects and, as of the date of the Official Statement did not, and as of the Closing Date does not, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading, with the exception of information under the captions “INTRODUCTORY STATEMENT – The Board,” “THE BOARD,” and “LITIGATION – the Board,” or “UNDERWRITING” or any information regarding DTC, as to which no representation is made.

(vi) A certificate of one or more authorized officers of the Trustee, dated the Closing Date, as to the due execution and delivery of the Indenture by the Trustee and the due authentication and delivery of the Bonds by the Trustee.

(vii) The unqualified approving opinion of Bond Counsel, dated the Closing Date, addressed to the Underwriter, in substantially the form attached as Appendix E to the Preliminary Official Statement.

(viii) The opinion of the counsel to the Issuer, dated the Closing Date, addressed to the Underwriter, the City and the Trustee, in substantially the form attached as **Exhibit B** hereto.

(ix) The opinion of the counsel to the City, dated the Closing Date, addressed to the Underwriter, the Issuer, Bond Counsel and the Trustee, in substantially the form attached as **Exhibit C** hereto.

(x) A supplemental opinion of Bond Counsel, dated the Closing Date, addressed to the Underwriter, in substantially the form attached as **Exhibit D** hereto.

(xi) The opinion of Gilmore & Bell, P.C., as disclosure counsel, dated the Closing Date, addressed to the Issuer, the City and the Underwriter, in substantially the form attached as **Exhibit E** hereto.

(xii) The opinion of Pierson Ferdinand LLP (“**Underwriter’s Counsel**”), dated the Closing Date, addressed to the Underwriter, in substantially the form attached as **Exhibit F** hereto.

(xiii) Evidence that the Bonds have been rated “_____” (_____ outlook) by S&P Global Ratings.

(xiv) Specimen Bonds.

(xv) Receipts or other evidence that financing statements have been filed for recording under the Uniform Commercial Code with the Secretary of State of the State with respect to the security interests granted or assigned by the Indenture.

(xvi) Evidence that IRS Form 8038-G has been prepared for filing by the Issuer with the Internal Revenue Service regarding the Bonds.

(xvii) A certificate of the Trustee to the effect that all moneys delivered to the Trustee under and pursuant to the Indenture have been duly deposited to the credit of the appropriate funds established under or in accordance with the Indenture or otherwise applied as provided in the Indenture and that the Trustee has no knowledge of any default or event of default under the Indenture.

(xviii) Such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter or counsel to the Underwriter, Bond Counsel or counsel to the Issuer may reasonably request to evidence compliance by the Issuer and the City with legal requirements, the tax exempt status of the Bonds, the truth and accuracy, as of the Closing Time, of the respective representations and warranties of the Issuer and the City contained herein, in the Issuer Agreements or in the Indenture and the due performance or satisfaction by the Issuer and the City at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the Issuer and the City.

The Issuer and the City shall furnish the Underwriter with conformed copies of such additional opinions, certificates, letters and documents as the Underwriter reasonably requests.

(e) At the Closing Time, there shall not have occurred any change or any development involving a prospective change in the condition, financial or otherwise, or in the revenues or operations of the City, from that set forth in the Official Statement that in the judgment of the Underwriter, is material and adverse and, in the judgment of the Underwriter, materially impairs the investment quality of the Bonds or the ability of the Underwriter to market the Bonds on the terms and in the manner contemplated in the Official Statement.

(f) If the Issuer or the City is unable to satisfy any such condition, or if the Underwriter's obligations are terminated for any reason permitted by this Agreement, this Agreement may be canceled by the Underwriter, and, upon such cancellation, the Underwriter, the Issuer and the City shall not be under further obligation except as provided in **Section 10** hereof.

Section 9. Termination. The Underwriter shall have the right to cancel its obligation to purchase the Bond and to terminate this Agreement by written notice to the Issuer and the City if, between the effective date to and including the Closing Time, in the Underwriter's sole and reasonable judgment any of the following events shall occur (each a "**Termination Event**"):

(a) the market price or marketability of the Bonds, or the ability of the Underwriter to enforce contracts for the sale of the Bonds, shall be materially adversely affected by any of the following events:

(i) legislation shall have been enacted by the Congress of the United States or the legislature of the State or shall have been favorably reported out of committee of either body or be pending in committee of either body, or shall have been recommended to the Congress for passage by the President of the United States or a member of the President's Cabinet, or a decision shall have been rendered by a court of the United States or the State or the Tax Court of the United States, or a ruling, resolution, regulation or temporary regulation, release or announcement shall have been made or shall have been proposed to be made by the Treasury Department of the United States or the Internal Revenue Service, or other federal or state authority with appropriate jurisdiction, with respect to federal or state taxation upon interest received on obligations of the general character of the Bonds; or

(ii) there shall have occurred (1) an outbreak or escalation of hostilities or the declaration by the United States of a national emergency or war or (2) any other calamity or crisis in the financial markets of the United States or elsewhere or the escalation of such calamity or crisis; or

(iii) a general suspension of trading on the New York Stock Exchange or other major exchange shall be in force, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on any such exchange, whether by virtue of determination by that exchange or by order of the SEC or any other governmental authority having jurisdiction; or

(iv) legislation shall have been enacted by the Congress of the United States or shall have been favorably reported out of committee or be pending in committee, or shall have been recommended to the Congress for passage by the President of the United States or a member of the President's Cabinet, or a decision by a court of the United States shall be rendered, or a ruling, regulation, proposed regulation or statement by or on behalf of the SEC or other governmental agency having jurisdiction of the subject matter shall be made, to the effect that any obligations of the general character of the Bonds or the Bond Documents, or any comparable securities of the Issuer or the City, are not exempt from the registration, qualification or other requirements of the Securities Act of 1933, as amended (the "**Securities Act**") or the Trust Indenture Act of 1933, as amended (the "**Trust Indenture Act**") or otherwise, or would be in violation of any provision of the federal securities laws; or

(v) except as disclosed in or contemplated by the Official Statement, any material adverse change in the affairs of the Issuer or the City shall have occurred; or

(vi) any rating on securities of the Issuer or the City which are secured by a pledge or application of the Trust Estate on a parity with the Bonds is reduced or withdrawn or placed on credit watch with negative outlook by any major credit rating agency; or

(b) any event or circumstance shall exist that either makes untrue or incorrect in any material respect any statement or information in the Official Statement (other than any statement provided by the Underwriter) or is not reflected in the Official Statement but should be reflected therein in order to make the statements therein, in the light of the circumstances under which they were made, not misleading and, in either such event, the Issuer or the City refuses to permit the Official Statement to be supplemented to supply such statement or information, or the effect of the Official Statement as so supplemented is to materially adversely affect the market price or marketability of the Bonds or the ability of the Underwriter to enforce contracts for the sale of the Bonds; or

(c) a general banking moratorium shall have been declared by federal or State authorities having jurisdiction and be in force; or

(d) a material disruption in securities settlement, payment or clearance services affecting the Bonds shall have occurred; or

(e) any new restriction on transactions in securities materially affecting the market for securities (including the imposition of any limitation on interest rates) or the extension of credit by, or a charge to the net capital requirements of, underwriters shall have been established by the New York Stock Exchange, the SEC, any other federal or State agency or the Congress of the United States, or by Executive Order; or

(f) a decision by a court of the United States shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the SEC or any other governmental agency having

jurisdiction of the subject matter shall have been issued or made, to the effect that the issuance, offering or sale of the Bonds, including the underlying obligations as contemplated by this Agreement or by the Official Statement, or any document relating to the issuance, offering or sale of the Bonds, is or would be in violation of any provision of the federal securities laws at the Closing Date, including the Securities Act, the Securities Exchange Act of 1933, as amended (the “**Exchange Act**”), and the Trust Indenture Act.

Upon the occurrence of a Termination Event and the termination of this Agreement by the Underwriter, all obligations of the Issuer, the City and the Underwriter under this Agreement shall terminate, without further liability, except that the City and the Underwriter shall pay their respective expenses as set forth in **Section 10** hereof.

Section 10. Expenses.

(a) If the Bonds are sold to the Underwriter by the Issuer on or prior to the Closing Date, the City shall pay out of the proceeds of the Bonds the following expenses incident to the performance of its obligations hereunder: (i) the cost of the preparation, printing and distribution of the Bonds Documents (for distribution on or subsequent to the date of execution of this Agreement); (ii) the cost of the preparation of the Preliminary Official Statement and the Official Statement; (iii) the cost of preparation and printing of the definitive Bonds; (iv) the fees and disbursements of Bond Counsel, the Trustee, Underwriter’s counsel, the Issuer and counsel to the Issuer, and the City and counsel to the City; (v) the Underwriter’s underwriting fee; (vi) the Underwriter’s charge for cost of funds, DTC, Ipreo, Lumesis report and CUSIP fees; and (vii) all other fees and expenses reasonably incurred in connection with the preparation of the Bond Documents and/or the initial offering and sale of the Bonds except those to be paid by the Underwriter pursuant to the last paragraph of this **Section 10**.

(b) If the Bonds are sold to the Underwriter by the Issuer on or prior to the Closing Date, the Issuer shall pay out of the proceeds of the Bonds the discount of the Underwriter or the purchase price paid for the Bonds shall reflect such discount.

(c) The Underwriter shall pay: (i) all advertising expenses in connection with the public offering of the Bonds; (ii) filing fees in connection with the “Blue Sky” registration of the Bonds; and (iii) all travel, entertainment, postage, photocopying, telephone, fax, computer, word processing and other similar expenses incurred by the Underwriter in connection with the public offering and distribution of the Bonds.

(d) If this Agreement shall be terminated by the Underwriter because of any failure or refusal on the part of the Issuer or the City to comply with the terms or to fulfill any of the conditions of this Agreement, or if for any reason the Issuer or the City shall be unable to perform its obligations under this Agreement, the City will reimburse the Underwriter for all out-of-pocket expenses (including the fees and disbursements of Underwriter’s Counsel) reasonably incurred by the Underwriter in connection with this Agreement or the offering contemplated hereunder.

(e) Notwithstanding anything to the contrary in this **Section 10** or otherwise in this Agreement, neither the Issuer nor the City shall be liable for costs described in **Section 10(a)(v)** or **(vi)** in excess of the limits placed on such costs in the Investment Banking Engagement Agreement relating to the Bonds executed by the Underwriter, the Issuer and the City.

Section 11. Establishment of Issue Price for the Bonds.

(a) The Underwriter agrees to assist the Issuer and the City in establishing the issue price of the Bonds and shall execute and deliver to the Issuer and the City at Closing an “issue price” or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as **Exhibit A**, with such modifications as may be appropriate or necessary, which, in the reasonable

judgment of the Underwriter, the Issuer, the City and Bond Counsel, accurately reflects, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds.

(b) The Underwriter has offered the Bonds to the public on or before the date of this Agreement at the offering price or prices (the “**initial offering price**”), or at the corresponding yield or yields, set forth in **Schedule I** attached hereto. The Issuer, the City and the Underwriter agree that the restrictions set forth in the next sentence shall apply to all maturities of the Bonds, which will allow the City and the Issuer to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the “**hold-the-offering-price rule**”). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (i) the close of the fifth (5th) business day after the sale date; or
- (ii) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter shall promptly advise the City and the Issuer when the Underwriter has sold 10% of each maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

The Issuer and the City acknowledge that, in making the representation set forth in this subsection, the Underwriter will rely on (i) the agreement of each underwriter to comply with the hold-the-offering-price rule, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that the Underwriter is a party to a third-party distribution agreement that was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, as set forth in the third-party distribution agreement and the related pricing wires. The Issuer and the City further acknowledge that the Underwriter shall be solely liable for its failure to comply with its agreement regarding the hold-the-offering-price rule and that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Bonds.

(c) The Underwriter confirms that:

- (i) any agreement among underwriters, any selling group agreement and each third-party distribution agreement (to which the Underwriter is a party) relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such third-party distribution agreement, as applicable, to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the Underwriter that either 10% of that maturity of the Bonds have been sold to the public or all Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriter and as set forth in the related pricing wires, and
- (ii) any agreement among underwriters relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a third-party distribution agreement to be employed in connection with

the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the Underwriter that either 10% of that maturity of the Bonds have been sold to the public or all Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriter and as set forth in the related pricing wires.

(d) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to an underwriter (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) “public” means any person other than an underwriter or a related party to an underwriter,

(ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public),

(iii) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) “sale date” means the date of execution of this Agreement by all parties.

Section 12. Reimbursement for Certain Liabilities.

(a) To the extent permitted by applicable law, and without waiver of sovereign immunity or any other immunity to which it may be entitled, the City shall be liable to the Underwriter and the Issuer, the directors, officer, employees and agents of the Underwriter and the Issuer, and each person who controls the Underwriter and the Issuer, within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act, (each, a “**Protected Underwriter/Issuer Party**”) for indemnity against any and all losses, claims, damages or liabilities, joint or several, to which they or any of them may become subject under the Securities Act, the Exchange Act or other Federal or state law or regulation, at common law or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon, any untrue statement or alleged untrue statement of a material fact contained in the Preliminary Official Statement or the Official Statement (or in a supplement or amendment thereto) or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, and the City shall be liable to reimburse each such Protected Underwriter/Issuer Party, as incurred, for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action; provided, however, that the City will not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon any such untrue statement or alleged untrue statement or mission or alleged omission made in the Preliminary Official Statement or the

Official Statement, or in any amendment thereof or supplement thereto, in reliance upon and in conformity with written information furnished to the City by the Issuer specifically for inclusion therein, or written information furnished to the City by the Underwriter specifically for inclusion under the heading “UNDERWRITING” therein. This protection will be in addition to any liability which the City may otherwise have.

(b) The Underwriter will reimburse the Issuer and the City, and hold them harmless, together with each of its members, directors, officers, and employees, and each person who controls the Issuer or the City within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act (each a “**Protected Issuer/City Party**” and, together with a Protected Underwriter/Issuer Party, a “**Protected Party**”), to the same extent as the foregoing reimbursement from the City to the Underwriter and Issuer, but only with reference to written information relating to the Underwriter furnished by the Underwriter specifically for inclusion in the preparation of the Preliminary Official Statement and the Official Statement. This reimbursement agreement will be in addition to any liability which the Underwriter may otherwise have. Each of the Issuer and the City acknowledges that the statements under the heading “UNDERWRITING” in the Preliminary Official Statement and the Official Statement constitute the only information furnished in writing by or on behalf of the Underwriter for inclusion in the Preliminary Official Statement and the Official Statement.

(c) In case any claim shall be made or action brought against a Protected Party for which reimbursement may be sought against any reimbursing party, as provided above, the Protected Party shall promptly notify the reimbursing party in writing setting forth the particulars of such claim or action and the reimbursing party shall assume the defense thereof, including the retaining of counsel acceptable to such Protected Party and the payment of all expenses and shall have the right to negotiate and consent to settlement. A Protected Party shall have the right to retain separate counsel in any such action and to participate in the defense thereof but the fees and expenses of such counsel shall be at the expense of such Protected Party unless the employment of such counsel has been specifically authorized by the reimbursing party or the reimbursing party shall not have employed counsel reasonably acceptable to the Protected Party to have charge of the defense of such action or proceeding or the Protected Party shall have reasonably concluded that there may be defenses available to it which are different from or additional to those available to the reimbursing party (in which case the reimbursing party shall not have the right to direct the defense of such action or proceeding on behalf of the Protected Party), in any of which events, such legal or other expenses shall be borne by the reimbursing party. No party shall be liable for any settlement of any action effected without its consent, but if settled with the consent of the reimbursing party or if there is a final judgment for the plaintiff in any action with or without written consent of the reimbursing party, the reimbursing party agrees to reimburse and hold harmless the Protected Parties to the extent of the provisions set forth above from and against any loss or liability by reason of such settlement or judgment.

(d) If the reimbursement provided for in this **Section 12** is unenforceable, or is unavailable to a reimbursing party in respect of any losses, claims, damages, or liabilities (or actions in respect thereof) of the type subject to reimbursement herein, then the reimbursing party shall, in lieu of reimbursing such person, contribute to the amount paid or payable by such person as a result of such losses, claims, damages, or liabilities (or actions in respect thereof). In the case of the City and the Underwriter, contribution shall be in such proportion as is appropriate to reflect the relative benefits received by the City, on the one hand, and the Underwriter, on the other, from the sale of the Bonds. If, however, the allocation provided by the immediately preceding sentence is not permitted by applicable law then the reimbursing party shall contribute to such amount paid or payable by such indemnified party in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the City, on the one hand, and the Underwriter, on the other, in connection with the statements or omissions which resulted in such losses, claims damages or liabilities (or action in respect thereof), as well as any other relevant equitable considerations. The relative benefits received by the City on the one hand and the Underwriter on the other shall be deemed to be in the same proportion as the total proceeds of sale of the Bonds paid to the City pursuant to **Section 1** hereof (before deducting

expenses) bear to the underwriting discount received by the Underwriter (the difference between the initial public offering price for the Bonds and the price to be paid therefor by the Underwriter as set forth in the Official Statement under the heading “UNDERWRITING”). The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the City or the Underwriter and the parties’ relative intent, knowledge, access to information, and opportunity to correct or prevent such untrue statement or omission. The City and the Underwriter agree that it would not be just and equitable if contribution pursuant to this subsection were determined by pro rata allocation or by any other method of allocation which does not take account of the equitable considerations referred to above in this subsection. The amount paid or payable by any person as a result of the losses, claims, damages, or liabilities (or actions in respect thereof) referred to above shall be deemed to include any legal or other expenses reasonably incurred by such person in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this paragraph, however, the Underwriter shall not be required to contribute an amount in excess of the amount by which such initial public offering price exceeds the amount of any damages which the Underwriter have otherwise been required to pay by reason of such untrue or alleged untrue statement or omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 10(b) of the Securities Act) with respect to a claim shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation with respect to such claim.

(e) The provisions of this **Section 12** shall remain operative and in full force and effect, regardless of (i) any investigation made by or on behalf of the Underwriter, (ii) delivery of and payment for the Bonds hereunder, and (iii) any termination of this Bond Purchase Agreement.

Section 13. Notices. Any notice or other communication to be given to the Issuer or the City under this Agreement may be given by delivering the same in writing at such party’s address set forth above, and any notice or other communication to be given to the Underwriter under this Agreement may be given by delivering it in writing to the Underwriter at the following address: Stifel, Nicolaus & Company, Incorporated, 4622 Pennsylvania Avenue, Suite 1210, Kansas City, Missouri 64112, Attention: Michael Short.

Section 14. Parties in Interest; Survival of Representations and Warranties. This Agreement as heretofore specified shall constitute the entire agreement between the Issuer, the City, and the Underwriter and is made solely for the benefit of the Issuer and the Underwriter (including successors or assigns of the Underwriter) and no other person shall acquire or have any right hereunder or by virtue hereof. This Agreement may not be assigned by the Issuer or the City. All of the Issuer’s and the City’s representations, warranties and agreements contained in this Agreement shall remain operative and in full force and effect, regardless of (i) any investigations made by or on behalf of the Underwriter; (ii) delivery of and payment for the Bonds pursuant to this Agreement; and (iii) any termination of this Agreement.

Section 15. Effectiveness. This Agreement shall become effective upon the acceptance hereof by the Issuer and the City and shall be valid and enforceable at the time of such acceptance.

Section 16. Choice of Law. This Agreement shall be deemed to be a contract under, and for all purposes shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York without regard to choice of law rules (other than New York General Obligations Laws Section 5-1401 and 5-1402); provided, however, that the obligation of the Issuer and the City shall be governed by, and construed and interpreted in accordance with the laws of the State of Missouri.

Section 17. Anti-Discrimination. The Underwriter hereby certifies and agrees that, to the extent that the “Anti -discrimination Against Israel Act,” Section 34.600, Revised Statutes of Missouri (the “**Israel Act**”), is applicable to any contract entered into with the Issuer or the City in connection with the Bonds, the Underwriter is not currently engaged in and shall not, for the duration of such contract, engage in a boycott of goods or services from the State of Israel (“**Israel**”), companies doing business in or with Israel or authorized by, licensed by or organized under the laws of Israel or persons or entities doing business with Israel, in all

respects within the meaning of the Israel Act. Failure to comply with the foregoing certification shall be enforceable in accordance with the terms of such contract. The foregoing certification shall not be deemed an admission or agreement that the Israel Act is applicable to the aforesaid contracts but the foregoing certification is enforceable if the Israel Act is applicable. If the Israel Act is determined not to apply to the applicable contract for any reason including the repeal or amendment of the Israel Act or any ruling of a court of competent jurisdiction as to the unenforceability or invalidity of the Israel Act, then the certification shall be of no effect.

Section 18. Severability. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions because it conflicts with any provisions of any Constitution, statute, rule of public policy, or any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

Section 19. Business Day. For purposes of this Agreement, “business day” means any day on which the New York Stock Exchange is open for trading.

Section 20. Section Headings. Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provisions of this Agreement.

Section 21. Electronic Transactions. The parties agree that the transaction described herein may be conducted and related documents may be sent, stored and received by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 22. Counterparts; Electronic Signatures. This Agreement may be executed in several counterparts each of which shall be regarded as an original (with the same effect as if the signatures thereto and hereto were upon the same document) and all of which shall constitute one and the same document. A signature to this Bond Purchase Agreement delivered by facsimile, e-mail in portable document format (.pdf) or DocuSign electronic signature system shall be deemed to be an original manual signature and shall be binding upon the executing party and have the same legal effect as an original manual signature.

(Remainder of this page intentionally left blank)

If the City and the Issuer agree with the foregoing, please sign the enclosed counterpart of this Agreement and return it to the Underwriter. This Agreement will become a binding agreement among the Issuer, the City and the Underwriter when at least one counterpart of this Agreement has been signed on behalf of each of the parties.

Very truly yours,

**STIFEL, NICOLAUS & COMPANY,
INCORPORATED**

By: _____
Name: _____
Title: _____

We agree to the foregoing:

Accepted and agreed to on April ____, 2025 at
_____:_____.m.:

**MISSOURI DEVELOPMENT FINANCE
BOARD**

By: _____
Name: Mark Stombaugh
Title: Executive Director

Accepted and agreed on April ____, 2025 at
_____:_____.m.:

CITY OF INDEPENDENCE, MISSOURI

By: _____
Name: Zachary Walker
Title: City Manager

SCHEDULE I

\$ _____

**Missouri Development Finance Board
Infrastructure Facilities Revenue Bonds
(City of Independence, Missouri - Public Safety Projects)
Series 2025A**

Dated: April __, 2025

[*to be inserted following pricing*]

EXHIBIT A

FORM OF ISSUE PRICE CERTIFICATE

related to

\$ _____

**Missouri Development Finance Board
Infrastructure Facilities Revenue Bonds
(City of Independence, Missouri - Public Safety Projects)
Series 2025A**

The undersigned, on behalf of Stifel, Nicolaus & Company, Incorporated (the “**Original Purchaser**”), as the Original Purchaser of the above-described bonds (the “**Bonds**”), being issued on the date of this Certificate by Missouri Development Finance Board (the “**Issuer**”), certifies and represents as follows:

1. Initial Offering Price of the Bonds.

(a) As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in **Schedule A**.

The Original Purchaser offered the Bonds to the Public for purchase in a bona fide initial offering at the respective initial offering prices listed in **Schedule A** (the “**Initial Offering Prices**”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as **Schedule B**.

(b) As set forth in the Bond Purchase Agreement, dated April __, 2025 among the Issuer, the City of Independence, Missouri (the “**City**”) and the Original Purchaser, the Original Purchaser has agreed in writing that, (i) for each Hold-the-Offering-Price Maturity of the Bonds, they would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “**hold-the-offering-price rule**”), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any third-party distribution agreement shall contain the agreement of each broker-dealer who is a party to the third-party distribution agreement, to comply with the hold-the-offering-price rule. The Original Purchaser has not offered or sold any unsold Bonds of any Maturity at a price higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

2. Defined Terms.

(a) “**General Rule Maturities**” means those Maturities of the Bonds listed in **Schedule A** hereto as the “General Rule Maturities”.

(b) “**Hold-the-Offering-Price Maturities**” means those Maturities of the Bonds, if any, listed in **Schedule A** hereto as the “Hold-the-Offering-Price Maturities.”

(c) “**Holding Period**” means, with respect to any Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth (5th) business day after the Sale Date (April __, 2025), or (ii) the date on which the Original Purchaser has sold at least 10% of such Maturity to the Public at prices that are no higher than the Initial Offering Price for such Maturity.

(d) **“Maturity”** means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(e) **“Public”** means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term **“related party”** for purposes of this certificate means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(f) **“Sale Date”** means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is April __, 2025.

(g) **“Underwriter”** means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Underwriter’s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the tax certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Gilmore & Bell, P.C. in connection with rendering their opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of Internal Revenue Service Form 8038-G, and other federal income tax advice they may give to the Issuer from time to time relating to the Bonds. The representations set forth herein are not necessarily based on personal knowledge.

**STIFEL, NICOLAUS & COMPANY,
INCORPORATED**, as Underwriter

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Date: April __, 2025

SCHEDULE A

INITIAL OFFERING PRICES

[*to be inserted following pricing*]

General Rule Maturities

[*All Maturities*][*insert list of applicable maturities*]

Hold-the-Offering-Price Maturities

[*None*][*insert list of applicable maturities*]

SCHEDULE B

Sale Price Documentation

[Attach Actual Sales Data Certification or Documentation]

EXHIBIT B

FORM OF OPINION OF ISSUER'S COUNSEL

[LETTERHEAD OF GILMORE & BELL, P.C.]

[*final draft from Closing Documents to be inserted*]

EXHIBIT C

FORM OF OPINION OF CITY'S COUNSEL

[LETTERHEAD OF LAUBER MUNICIPAL LAW, LLC]

[*final draft from Closing Documents to be inserted*]

EXHIBIT D

FORM OF SUPPLEMENTAL OPINION OF BOND COUNSEL

[LETTERHEAD OF GILMORE & BELL, P.C.]

[*final draft from Closing Documents to be inserted*]

EXHIBIT E

FORM OF DISCLOSURE OPINION OF BOND COUNSEL

[LETTERHEAD OF GILMORE & BELL, P.C.]

[*final draft from Closing Documents to be inserted*]

EXHIBIT F

FORM OF OPINION OF UNDERWRITER'S COUNSEL

[LETTERHEAD OF PIERSON FERDINAND LLP]

April __, 2025

Stifel, Nicolaus & Company, Incorporated
St. Louis, Missouri

Re: \$_____ Missouri Development Finance Board, Infrastructure Facilities Revenue
 Bonds (City of Independence, Missouri - Public Safety Projects), Series 2025A

Ladies and Gentlemen:

We have served as special counsel to Stifel, Nicolaus & Company, Incorporated (the “**Underwriter**”) in connection with its purchase of the above-referenced bonds (the “**Bonds**”) pursuant to the terms of a Bond Purchase Agreement, dated April __, 2025 (the “**Bond Purchase Agreement**”), among the Missouri Development Finance Board (the “**Issuer**”), the City of Independence, Missouri (the “**City**”) and the Underwriter. The Bonds are being issued by the Issuer pursuant to a Bond Trust Indenture, dated as of May 1, 2025 (the “**Bond Indenture**”), between the Issuer and UMB Bank, N.A., as trustee. Each term used herein and not otherwise defined herein shall have the meaning ascribed to it in the Bond Indenture.

We have examined originals or copies, certified or otherwise identified to our satisfaction, of the following:

- (a) the Bond Indenture;
- (b) the Financing Agreement, dated as of May 1, 2025, between the Issuer and the City;
- (c) the Preliminary Official Statement dated March __, 2025 relating to the Bonds (the “**Preliminary Official Statement**”) and the Official Statement dated April __, 2025 relating to the Bonds (the “**Official Statement**”);
- (d) the Continuing Disclosure Undertaking, dated as of May 1, 2025 (the “**Undertaking**”), executed by the City and relating to the Bonds; and
- (e) the legal opinions of (i) Gilmore & Bell, P.C., Bond Counsel, (ii) Gilmore & Bell, P.C., as special counsel to the Issuer, (iii) Gilmore & Bell, P.C., as disclosure counsel, and (iv) Lauber Municipal Law, counsel to the City, all of even date herewith.

In addition, we have examined and relied upon originals or copies, certified or otherwise identified to our satisfaction, of all such other agreements, certificates, records of proceedings, instruments and documents of the Issuer, the City, public officials and other persons as we have deemed appropriate. In such examination, we have assumed, but have not independently verified, that the signatures on all opinions, certificates and other documents that we have examined are genuine. In addition, we have participated in conferences with representatives of the Issuer, the City, its municipal advisor and its auditor, and the legal representatives of the foregoing and representatives of the law firms listed above.

Based on the foregoing, we are of the opinion that:

1. As of the date hereof and under existing law, the Bonds are exempt from registration under the Securities Act of 1933, as amended, and the Bond Indenture is exempt from qualification under the Trust Indenture Act of 1939, as amended.
2. The Undertaking complies with the requirements of paragraph (b)(5) of Rule 15c2-12 of the Securities Exchange Act of 1934, as amended, in effect as of the date hereof.

In providing the statement of belief set forth in the paragraph immediately below, reference is made to the Preliminary Official Statement and the Official Statement. As your counsel, we reviewed the Preliminary Official Statement and the Official Statement and certain other documents and have participated in conferences in which the contents of the Preliminary Official Statement and the Official Statement and other matters were discussed. The purpose of our professional engagement was not to establish or to confirm factual matters set forth in the Preliminary Official Statement or the Official Statement, and we have not undertaken to verify independently any of such factual matters.

Subject to the foregoing, and on the basis of the information we gained in the course of performing the services referred to above, we confirm to you that no facts have come to the attention of the attorneys in our firm rendering legal services in connection with this matter that cause them to believe that the Preliminary Official Statement as of its date or the Official Statement as of its date or as of the date hereof contained or contains any untrue statement of a material fact or omitted or omits to state any material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading; provided, however, we do not assume responsibility for the accuracy, completeness or fairness of the statements contained in the Preliminary Official Statement or the Official Statement, nor do we express any belief with respect to any financial and statistical data and forecasts, projections, numbers, estimates, assumptions, expressions of opinion, and information under the captions "LITIGATION" and "TAX MATTERS" contained or incorporated by reference in the Preliminary Official Statement or the Official Statement and its Appendices, which we expressly exclude from the scope of this paragraph.

This letter is furnished by us solely for your benefit in your role as underwriter and may not be relied upon by any other person or entity. We disclaim any obligation to supplement this letter to reflect any facts or circumstances that may hereafter come to our attention or any changes in the law that may hereafter occur.

We are members of the Bar of the State of Missouri and the opinions contained herein are limited to the laws of the State of Missouri and the Federal laws of the United States of America.

This opinion is delivered to you for use by you only and may not be used or relied upon by, or published or communicated to, any third party for any purpose whatsoever without our prior written approval in each instance.

Sincerely yours,

PIERSON FERDINAND LLP

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-017 **1R** An ordinance authorizing the acceptance of a monetary donation to the George Owens Nature Park (GONP) to establish a butterfly garden and adopting amendments to the Fiscal Year 2024-2025 budget, which was approved by Ordinance No. 19561. **1R**

Recommendations:

Parks, Recreation and Tourism recommends acceptance of this donation.

Background:

Last summer, the family of Michelle 'Mickey' Ogradnik held a Celebration of Life at George Owens Nature Park (GONP). Ms. Ogradnik's family wishes to donate \$1,000 per year for three years for the creation and maintenance of a butterfly garden at GONP to honor her memory.

Emergency Justification:**Fiscal Impact:**

The Fiscal Impact to the City is \$3,000, at \$1,000 per year for three years, to be received as grant revenue. Revenue will be received to the Parks, Recreation and Tourism Department's Grant Fund account in FY2024-25 to 0156050-3435-BFLY for \$1,000. In the future, revenues for donations will be added when the donations are received. The revenue offsets increased expenditures to the Parks, Recreation and Tourism Grant Fund account 0156050-5309-BFLY in the amount of \$1,000 for FY 2024-2025.

Council Action:

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

REVIEWERS

Morris Heide
Melissa Cabrera
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Appropriations Ordinance FY24-25 - PRT BFLY
2. GO Butterfly Garden Emails

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF A MONETARY DONATION TO THE GEORGE OWENS NATURE PARK (GONP) TO ESTABLISH A BUTTERFLY GARDEN AND ADOPTING AMENDMENTS TO THE FISCAL YEAR 2024-2025 BUDGET, WHICH WAS APPROVED BY ORDINANCE NO. 19561.

WHEREAS, the City wishes to establish a butterfly garden at the George Owens Nature Park (GONP); and,

WHEREAS, the family of Michelle “Mickey” Ogrodnik wishes to make an annual donation of \$1,000 per year for the next three years for the creation and maintenance of a butterfly garden at GONP; and,

WHEREAS, the adopted Operating and Capital budgets for the 2024-25 fiscal year were approved by the City Council by Ordinance No. 19561; and,

WHEREAS, since that time some circumstances have arisen that necessitate changes to the appropriations established in the adopted budget; and,

WHEREAS, these changes are listed in detail in terms of background, purpose, and funding source in the attached agenda item cover sheet;

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

SECTION 1. Increased revenues in the Grant Fund (015) in the amount of \$1,000 and increased appropriations in the Grant Fund (015) in the amount of \$1,000 for a butterfly garden.

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:

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

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment is to be made, sufficient to meet the obligation hereby incurred.

Source is: As Indicated Above

City Manager

Director of Finance and Administration
City of Independence, Missouri

Kimberle Franks

Subject: FW: GONP Park Donation - Butterfly Garden

From: Jeff Umbreit <jumbreit@indepmo.org>
Sent: Thursday, February 27, 2025 11:25 AM
To: Kimberle Franks <kfranks@indepmo.org>
Subject: RE: GONP Park Donation - Butterfly Garden

Below is what I typed up for Morris's weekly good news items, just in case it's helpful.

Name is Michelle "Mickey" Ogradnik.

Butterfly Memorial Garden Donated to George Owens Nature Park – Last summer, George Owens Nature Park hosted a celebration of life ceremony for Michelle "Mickey" Ogradnik in the Eva Cooper Lodge.

Below is part of the text from Mickey's sister, Pam, after this ceremony.

"We held the butterfly release for my sister, Michelle "Mickey" Ogradnik, last June. Thank you for the fantastic venue for her celebration of life! And it's our desire to fund a butterfly garden in her memory. The plan is to provide \$1,000 a year for three years, and possibly longer."

Pam just sent us the first check to begin the creation of "Mickey's Butterfly Garden" in 2025. This garden will be filled with; native plants beneficial to a variety of butterflies, public educational stations, new butterfly and pollinator programming opportunities and a sitting area for individuals and families to enjoy the natural beauty of "Mickey's Butterfly Gardn". The garden design and plant layout will be developed this spring with the goal of getting native plants established this year and continued additions each year.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-018 **1R** An ordinance authorizing the acceptance of funding from the US Department of Agriculture's Gus Schumacher Nutrition Incentive Program, through a recipient award from the Mid-America Regional Council (MARC) and sub-recipient Cultivate KC, which allocates \$11,992.50 to the City of Independence, Missouri, for nutrition incentives for the Double Up Food Bucks Program and adopting amendments to the Fiscal Year 2024-2025 budget, which was approved by ordinance NO. 19561. **1R**

Recommendations:

The Parks, Recreation and Tourism Department recommends acceptance of this grant award.

Background:

MARC is the recipient of the US Department of Agriculture's Gus Schumacher Nutrition Incentive Program. MARC partners with Cultivate KC, as a sub-recipient, to coordinate the Double Up Food Bucks (DUFb) program. The DUFb program provides nutrition incentives to match Supplemental Nutrition Assistance Program (SNAP) token purchases of up to \$25 per day at the Independence Farmers Market. The goal of the program is to allow participants to increase their SNAP benefits by purchasing locally grown fruits and vegetables while improving access to affordable, healthy produce.

This program was in place at the Independence Farmers Market in the past when the market was operated by a contractor. PRT staff assumed the day-to-day operations of the Farmers Market; therefore, the DUFb grant is now awarded to the City.

Emergency Justification:**Fiscal Impact:**

The fiscal impact to the City is net-zero. Grant revenues will increase by \$11,992.50 to be received to account 0156050-3219-DUFb. This revenue offsets increased expenditures the Parks, Recreation, and Tourism Department's Grant Fund as follows: \$10,675.00 to 0156050-5240-DUFb and \$1,317.50 to 0156050-5205-DUFb.

Council Action:

**Department /
Contact**

Parks, Recreation and Tourism /

REVIEWERS

Morris Heide
Melissa Cabrera
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Appropriations Ordinance FY24-25 - PRT DUFB
2. 2025 DUFB Contract

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF FUNDING FROM THE US DEPARTMENT OF AGRICULTURE'S GUS SCHUMACHER NUTRITION INCENTIVE PROGRAM, THROUGH A RECIPIENT AWARD FROM THE MID-AMERICA REGIONAL COUNCIL (MARC) AND SUB-RECIPIENT CULTIVATE KC, WHICH ALLOCATES \$11,992.50 TO THE CITY OF INDEPENDENCE, MISSOURI, FOR NUTRITION INCENTIVES FOR THE DOUBLE UP FOOD BUCKS PROGRAM AND ADOPTING AMENDMENTS TO THE FISCAL YEAR 2024-2025 BUDGET, WHICH WAS APPROVED BY ORDINANCE NO. 19561.

WHEREAS, the City wishes to partner with Cultivate KC to implement a nutrition incentive for customers using the Supplemental Nutrition Assistance Program (SNAP) at the Independence Farmer's Market; and,

WHEREAS, the adopted Operating and Capital budgets for the 2024-25 fiscal year were approved by the City Council by Ordinance No. 19561; and,

WHEREAS, since that time some circumstances have arisen that necessitate changes to the appropriations established in the adopted budget; and,

WHEREAS, these changes are listed in detail in terms of background, purpose, and funding source in the attached agenda item cover sheet;

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

SECTION 1. Increased revenues in the Grant Fund (015) in the amount of \$11,992.50 for Farmer's Market nutrition incentives and increased appropriations in the Grant Fund (015) in the amount of \$11,992.50 for Farmer's Market nutrition incentives.

PASSED THIS _____ DAY OF _____, 2025, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

ATTEST:

City Clerk

APPROVED - FORM AND LEGALITY:

City Counselor

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

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment is to be made, sufficient to meet the obligation hereby incurred.

Source is: As Indicated Above

REVIEWED BY:

City Manager

Director of Finance and Administration
City of Independence, Missouri

Double Up Food Bucks Firm Agreement 2025

This Firm Agreement (“Agreement”) is made as of February 1, 2025 by and between Mid-America Regional Council (hereafter MARC) at 600 Broadway, Suite 200, Kansas City, MO 64105, Cultivate Kansas City (hereafter “Cultivate KC”) at 4049 Pennsylvania, Suite 206, Kansas City, Missouri 64111 and

Firm Name (including other names the firm does business as or under): Independence Farmers Market (hereafter referred to as “Firm”).

Street Address: 211 W Truman Rd, Independence, MO 64050

Mailing Address: 201 N Dodgion Ave, Independence, MO 64050

Firm FNS Number: 0937311

Firm Hours and Days of Operation:

- Summer Season: Saturday, May 3, 2025 - Saturday, October 25, 2025
 - May - October Saturdays 8am-1pm, June through August Wednesdays 8am-1pm
- Winter Season: Saturday, January 4, February 1, March 1, and April 5, 2025, 9am-1pm

WHEREAS, MARC is the recipient of funding from the United States Department of Agriculture’s Gus Schumacher Nutrition Incentive Program, the state of Missouri and multiple private funders to implement a nutrition incentive program called Double Up Food Bucks and is responsible for reporting back to these funding sources on program and financial activities; and

WHEREAS, MARC seeks to partner with Cultivate KC, as a subrecipient of the funding, for the purpose of coordinating the Double Up Food Bucks program with farmers markets and providing program and financial activity data for the locations which Cultivate KC is working with; and

WHEREAS, MARC and Cultivate KC, as partners, acknowledge the rules of the GusNIP grant program and failure to abide by those rules may result in rescission, in whole or in part, of grant funds. MARC and Cultivate KC acknowledge they are responsible for overseeing firms participating in this grant project to ensure that SNAP rules are followed; and they will be held responsible for instances of noncompliance that occur at any participating firms.

WHEREAS, Cultivate KC and Firm desire to enter into this Agreement to work together to:

- a) Enable non-cash transactions for customers using the Supplemental Nutrition Assistance Program (SNAP);
- b) Distribute nutrition incentives (Double Up Food Buck tokens) when SNAP tokens are purchased, matching the SNAP token purchase dollar for dollar up to \$25 per day. The Double Up Food Buck tokens are only to be used by customers to purchase locally grown fruits and vegetables, improving their access and ability to affordability of healthy, locally grown food;
- c) Promote the Double Up Food Bucks program;
- d) Participate in evaluation efforts related to the Double Up Food Bucks program. These efforts will seek to understand the impact the Double Up Food Bucks program has on consumers, market vendors, and markets; and

- e) When feasible, support delivery of nutrition education activities.

Appendix A contains definitions of terms within this Agreement. Appendix B contains a description of all Invoicing and Payment related documents.

Section One: NOW, THEREFORE, in consideration of these purposes, the parties agree as follows:

1. Name of the Program: The name of the program shall be Double Up Food Bucks – Heartland (a.k.a. Double Up Food Bucks)
2. Term of the Participation Agreement. The Term of the Participation Agreement shall be effective February 1, 2025 through December 31, 2025.
3. Cultivate KC and Firm shall have the following individual responsibilities:

In order to participate in Double Up Food Bucks during the term of the agreement as stated in item 2 above, Firm must be authorized by the USDA’s Food and Nutrition Service (FNS). MARC will submit the Firm’s information to obtain that authorization. In addition, Firm agrees to:

Submit Paperwork

1. Provide current information
2. In order for any payments to be made to the Firm by Cultivate KC, the Firm must return a signed copy to Cultivate KC of this agreement and a W-9 form or a copy of a tax-exempt letter from the IRS for tax exempt organizations from the Fiduciary Organization.

Locally Grown Produce Availability

1. Recruit and encourage vendors selling fruits and vegetables grown within 500 miles of Firm.
2. Ensure that only fruits and vegetables grown within **500** miles of Firm are purchased using Double Up Food Bucks tokens.

EBT Capabilities to Accept SNAP

1. Maintain United States Department of Agriculture (USDA) Food and Nutrition Service (FNS) certification for Market.
2. Abide by all USDA FNS regulations on the Supplemental Nutrition Assistance Program which are located in Title 7; Subtitle B; Chapter II; Subchapter C – Food Stamp and Food Distribution Program of the Electronic Code of Federal Regulations (<https://www.fns.usda.gov/snap/retailer/training>) and in the Agricultural Act of 2014 provisions (<https://www.fns.usda.gov/snap/important-reminder-%E2%80%93-retailer-notice-agricultural-act-2014-provisions>).
3. Maintain a relationship with an electronic EBT service provider to enable electronic transactions on Firm’s EBT machine.
4. Receive updated training from USDA or EBT service provider on the use of the EBT machine, as needed.

Double Up Food Bucks Training

1. Participate in trainings for the Double Up Food Bucks program and EBT/debit usage procedures and ensure that Firm employees are trained on the Double Up Food Bucks

policies and procedures to ensure compliance with federal and state laws and effective implementation of the Double Up Food Bucks program.

2. Provide training about Double Up Food Bucks and any other applicable food assistance programs to all farmers/vendors at the Market, including those vendors participating in the program (i.e., those selling fresh fruits and vegetables) and those who do not sell eligible items. Ensure the training describes a defined process and schedule for Double Up Food Bucks incentive redemption and reimbursement with participating vendors.

Communications/Promotional Activities

1. Provide a list of locations, addresses, days and hours of operation and months of operation to Cultivate KC by February 1, 2025.
2. Provide printed and verbal information for customers and farmers that explains SNAP purchase rules and eligibility under other assistance programs that may be included under the Double Up Food Bucks program.
3. Collaborate with Cultivate KC program staff to develop specific marketing, outreach, and educational plans to reach SNAP participants.
4. Obtain prior approval from Cultivate KC and MARC staff before releasing any media coverage about the Double Up Food Bucks program. Use only approved Double Up Food Bucks logos and marketing materials when promoting the Double Up Food Bucks Program.

Administer Incentive Disbursement to SNAP Customers

1. Use 2025 Double Up Food Bucks tokens to administer the Double Up Food Bucks nutrition incentives to customers using federal food assistance benefits (Supplemental Nutrition Assistance Program or SNAP) via an EBT card. Where non-use of the token system is agreed upon by both parties, Firm agrees to provide proper documentation of SNAP and Double Up Food Bucks matching incentive funds distributed to customers.
2. All other Double Up Food Bucks tokens from previous years should not be honored but should be taken out of distribution.
3. Provide proper security for tokens and EBT machine at all times.
5. SNAP customers at the market will receive Double Up Food Buck tokens equal to the amount of SNAP dollars spent, up to \$25 per market day.
6. The Firm will maintain records of daily token distribution using a standardized Customer Record sheet which must record each EBT transaction and incentive distribution.
7. The Firm must provide a third party EBT verification in the form of a copy of the daily batch receipts from the market's point of sale device for each market day (in lieu of the daily batch report, a monthly statement from the EBT merchant processor would also suffice).
8. Offer Double Up Food Bucks nutrition incentive recipients the same courtesies as other customers and comply with the non-discrimination provisions of USDA regulations.

Monitor Incentive Redemption and Administer Incentive Reimbursements to Vendors

1. Provide a list of participating vendors/farmers, including names, addresses and zip codes to Double Up Food Bucks by May 31, 2025.
2. Prior to a vendor accepting Double Up Food Buck tokens and reimbursement for those tokens, the Firm must have a signed Double Up Food Bucks Vendor Agreement on file for

each vendor for each year of this agreement. The Firm must provide a copy of this agreement to Cultivate KC or MARC upon request.

3. Collect incentive tokens redeemed for eligible produce by participating vendors (preferably each market day). Maintain and submit to Cultivate KC a Vendor Reimbursement Record (which serves as a Market Invoice). Records must indicate the name of the vendor who redeemed the tokens, the date of redemption, the dollar value of tokens submitted and the Market name.
4. Reimburse participating vendors for the cash value of the incentive redeemed at the Market for eligible product. Reimbursement needs to be made within one month of redemption.
5. If there is any question about payments being made to vendors, the Firm must be prepared to provide Cultivate KC with detailed documentation showing that the reimbursement was made.
6. If the Firm redeems incentives submitted by non-participating vendors or for ineligible transactions, written documentation needs to be submitted to Cultivate KC.
7. If the Firm makes cash reimbursement payments to vendors for incentive redemption, the Firm must provide Cultivate KC a copy of a vendor signed and dated receipt showing that the payment was made.
8. The last day for vendors to accept Double Up Food Bucks tokens for eligible products is December 31, 2025 and the last day for the Firm to reimburse vendors is January 10, 2026.
9. Tokens at end of Season: The Firm should have the correct number of Incentive tokens at the end of the Program season based on reporting provided. The calculation used to determine the number of Incentive tokens which the Firm should have on hand at the end of the season is: the number of tokens on-hand at the start of the season, minus the number of tokens distributed to customers, plus the number of tokens redeemed by vendors. In the instance that the Firm does not have the correct number of Incentive tokens at the end of the season, the records of the Firm may be under review. Cultivate KC may, at its discretion, waive any financial penalty if there is a small margin of error (a variance equal to or less than 5%) with the reconciliation of Incentive tokens.
 - a. In the event of a token shortage, the Grantee Organization may be penalized at a cost equal to the replacement value of the token shortage.
 - b. In the event of a token overage, the Grantee Organization will be penalized at a cost equal to the cash value of the token overage.

Record-Keeping and Reporting

Monthly Reports Online

Firms will submit weekly totals of the following in monthly (calendar month) reports:

1. Cash value of SNAP tokens distributed to customers and SNAP tokens redeemed by vendors.
2. Cash value of DUFB Incentive tokens distributed to customers and redeemed by vendors.
3. Number of SNAP transactions.
4. Number of new customers (indicated by the customers who respond “yes” to the question “Is this your first time using your SNAP EBT card at any market?”)

Documentation to Verify Monthly Reports

1. Firms will submit correctly completed invoices by email to eli@cultivatekc.org. Cultivate KC requests that Firm submits invoices either weekly or monthly with the data documented broken down by market day and requires that invoices be submitted by the 10th of the

following month for the prior month's transactions. Cultivate KC *will not* reimburse Firm for incentive invoices submitted after the 10th of the following month.

2. Complete a separate report for each Firm site. For each market date, attach the following supporting documentation (see Appendix B):
 - a. Customer Record Sheet
 - b. Clerks Total Report, attached to the Customer Record Sheet (EBT Batch Summary from point of sale device for each market day OR, a monthly report from the EBT merchant processor)
 - c. Vendor Reimbursement Record (serves as formal Market Invoice) plus documentation that payment was made and how it was made (check, cash, etc)
 - d. In-Kind Personnel Record
3. Submit final invoice and supporting documentation *within two weeks of market close date for markets closing earlier than December 31, 2025*. Any invoices received after January 15, 2026 will not be reimbursed.
4. If the amounts of distributed and/or reimbursed Double Up Food Bucks Nutrition Incentives is coming close to the total amount of incentives budgeted for your market, contact the coordinator at Cultivate KC to determine if additional funds could be added to your incentive budget. If additional funds are not available, stop disbursing and reimbursing if/when the Firm reaches the budgeted amount for incentives of \$10,675.00. If this occurs prior to the end of the period of the Agreement, Firm will work with Cultivate KC and MARC on a customer communication plan.
5. Agree to pay a \$40 Stop Payment and/or Check Re-issue fee for any Reimbursement checks not deposited with 90 days of receipt or otherwise requiring a re-issue.

Evaluation

1. Cooperate with and assist Double Up Food Bucks staff and its representatives with program evaluation activities which may include but are not limited to site specific information (i.e., location(s); months, days and hours of operation; other nutrition incentive programs offered; nutrition education offered), SNAP transaction data collection and reporting, written or electronic survey completion, interviews (with conducted by an evaluator team with customers, market managers and vendors), photography, videography, and/or other documentation.

USDA Rules and Regulations

The Firm will follow all relevant GusNIP and SNAP rules including, but not limited to, the following:

1. The Firm will only accept incentives for GusNIP qualifying fruits or vegetables;
2. The Firm will never accept incentives for ineligible products (i.e., non-food, alcohol, tobacco, or hot food products);
3. The Firm will never exchange incentives for cash (i.e., trafficking);
4. The Firm will never provide cash or SNAP EBT change for incentives;
5. The Firm will never provide cash or SNAP EBT refunds for incentives;
6. The Firm will never accept incentives from individuals known not to be legally entitled to possess incentives;
7. The Firm will never accept incentives to pay credit accounts; and,

8. The Firm will never knowingly provide false information of a substantive nature regarding their participation in the grant project.

The Firm acknowledges that failure to abide by GusNIP and SNAP rules, at any firm location, may result in SNAP disqualification, civil money penalties, and/or criminal penalties.

Cultivate KC agrees to:

1. Provide Firm a stipend to assist with administrative cost of the program such as labor, marketing, and EBT related fees equal to \$250 + 10% of Firm Nutrition Incentive Matching Funds Limit. A stipend of \$1,317.50 will be paid in two payments, with 65% of stipend, or \$856.38, to be paid upon receipt of this signed Agreement. The remaining 35%, or \$461.13, will be paid by September 1, 2025 contingent on successful administration and reporting of program activity by the market. If this Agreement is terminated prior to completion of the current marketing season, the second payment will not be rendered.
2. Provide Firm with assistance regarding the Double Up Food Bucks program.
3. Provide program-related marketing materials appropriate for Firm.
4. Collaborate with Firm to develop specific marketing, outreach, and educational plans to reach SNAP and other non-cash state or federal food assistance benefits program cardholders.
5. Reimburse Firm \$1 for every redeemed \$1 Double Up Food Bucks token that Firm pays out to vendors. The total payments to Firm by Cultivate KC will not exceed the budgeted amount for incentives equaling \$10,675.00 for the term of this Agreement.
6. Render payment for properly submitted invoices and supporting reports within 10 working days of the monthly submission deadline.
7. If applicable, provide best practice guidance and materials to support effective accounting practices for EBT and Double Up Food Bucks token-based transactions.

Funding for Nutrition Incentives and Program Support are all subject to reaching 2025 funding goals.

Cultivate KC reserves the right to change the budgeted amount for incentives for markets at any time and will give Firm two weeks' notice to ensure proper communication with customers.

Section Two: Failure to Fulfill Designated Responsibilities. Cultivate KC and Firm agree to use their best efforts to fulfill their respective responsibilities as described in this Agreement. If, in the reasonable and good faith determination of one of the parties hereto, the other party is not adequately fulfilling such responsibilities, such complaining party must give written notice to the other party describing in detail what responsibility is not being fulfilled, and allow the other party to correct or remedy the situation in a manner developed by a consensus of the parties. If, after such notice and reasonable period of time, not to exceed 21 days, to correct or remedy the situation, the other party has still failed to fulfill adequately their responsibilities under this Agreement, the complaining party shall have the right to terminate this Agreement.

Cultivate KC may deny payment to Firm for improperly reported food assistance transactions.

Cultivate KC may terminate this contract immediately for the following conduct:

1. Charging food assistance customers more for eligible foods than the current price charged to other customers;
2. Failure to comply with the non-discrimination provisions of USDA regulations;
3. Failure by any market staff or management, paid or volunteer, to comply with all SNAP rules and regulations;
4. Egregious misuse of tokens; or
5. Failure to enforce Double Up Food Bucks requirement that tokens be used only for purchases of items grown within 500 miles of Market.

Section Three: Termination of Participation Agreement. This Agreement shall commence upon the execution date of this Agreement and shall continue until the first of the following events occurs: (1) any party hereto becomes insolvent; (2) a decision by Cultivate KC or Firm to terminate this Agreement pursuant to above; (3) a decision by Cultivate KC or Firm to no longer fulfill its own obligations under the terms of this Agreement and provide the other party with 30 days' written notice of termination; or if MARC terminates the program. In the event of termination of the Agreement, notice must be provided to all vendors involved by Firm management.

Upon termination of this Participation Agreement, Firm will return all Double Up Food Bucks program collateral (tokens, signage, flyers, etc.) to Cultivate KC.

Upon termination of this Participation Agreement, any references to the Double Up Food Bucks program will include a statement that the terminating agency is no longer a member of this collaborative Agreement.

Section Four: Amendments or Modification. This Agreement may only be amended or modified by an instrument in writing stating the manner of which it is to be amended or modified and signed by each of the parties thereof.

Section Five: Cooperation. Each of the parties shall use its best efforts to cooperate and exchange information regarding the Double Up Food Bucks program and the development of this program, and shall comply with all reasonable requests of the other party with respect to information concerning the program.

Section Six: Indemnity. Each party ("Indemnifying Party") to this Agreement hereby agrees to indemnify, defend and hold harmless the other Indemnified Party, including the respective officers, directors, and employees of the Indemnified Party from and against any and all claims, demands, losses, liabilities, actions, liens, lawsuits and other proceedings, judgments, and awards, and from costs and expenses, including without limitation reasonable attorney's fees, brought against the Indemnified Party arising directly or indirectly, in whole or in part, out of the performance of services under this agreement by the Indemnifying Party. The provisions of the Section shall survive termination of this Agreement and any transfer or conveyance of the program.

All parties hereby agree that, when necessary or appropriate in the good faith business judgment of Cultivate KC and Firm, any contractor or subcontractor performing service on the Double Up Food Bucks program shall deliver to the parties of this Agreement an agreement which shall indemnify, defend and hold Cultivate KC and MARC free and harmless from and against any and all claims, losses, damages, injuries, costs and liabilities (including reasonable attorney's fees) of any property or properties, arising out of, caused by or in connection with the performance of their respective obligations.

Section Seven: Insurance. At all times hereto Firm shall keep in good standing comprehensive general liability insurance coverage in an amount not less than \$1,000,000. Firm shall add Cultivate KC and MARC as an additional insured under such policy and provide Cultivate KC with a certificate of insurance of same.

Section Eight: Incorporation. This Agreement supersedes, merges with, and, upon its execution, makes null and void any and all previous agreements, whether written or oral, between Cultivate KC and Firm with respect to the topics provided under this Agreement and constitutes the full agreement between the parties.

Acknowledged and Agreed by:

_____ Firm, Authorized Signature	_____ Date
_____ Firm, Authorized Name, Title	_____ Date
_____ Brien Darby, Executive Director, Cultivate KC	_____ Date
_____ David Warm/Kristi Bohling-DaMetz, Mid-America Regional Council	_____ Date

Appendix A – Definition of Terms

Term	Definition
<i>The Double Up Food Bucks Program</i>	A local program that offers Nutrition Incentive matching funds on food assistance program dollars spent at participating farmers and other retail outlets.
<i>Community-based organization</i>	Community-based organizations are most often nonprofit organizations - particularly service agencies - that are located in, and provide services to, neighborhoods and communities.
<i>Nutrition Incentive</i>	Double Up Food Bucks provides nutrition incentive matching funds on SNAP and SFMNP dollars spent at participating markets.
<i>Customer Nutrition Incentive Match Limit</i>	The Customer Nutrition Incentive Match Limit is the maximum amount of nutrition incentive dollars that can be provided to each SNAP customer/SFMNP voucher user per market day. This limit is assigned each season and may vary by market.
<i>Electronic Benefits Transfer (EBT)</i>	EBT is an electronic system in the U.S. that allows state governments to provide financial and material benefits via a plastic debit card. Food benefits are distributed through the SNAP Program.
<i>Food Assistance Programs</i>	Food Assistance Programs provide financial benefits to low- to no-income individuals and families to help with the purchase of food.
<i>Budgeted Amount for Incentives</i>	This is the maximum amount of matching dollars available to Firm from Cultivate KC during the Agreement term. When Firm reaches this amount of EBT and/or SFMNP redemptions, Firm must stop the Double Up program for the season.
<i>Firm</i>	Firm refers to the Firm listed in this agreement.
<i>Supplemental Nutritional Assistance Program (SNAP)</i>	The SNAP program provides financial assistance for purchasing food to low- and no- income people and families living in the U.S. It is a federal aid program administered by the Food and Nutrition Service under the USDA. Benefits are distributed at the state level and historically, have been known as the Food Stamp Program.
<i>Tokens</i>	Tokens are a form of currency used at markets that enable customers to make purchases without cash. Each market has a unique SNAP token that has the market name on one side and the type and value of the token on the reverse; therefore, SNAP tokens are only valid at the market where they were issued. Double Up Food Bucks match tokens are identical across markets and can be spent at any participating Firm location. Firms that participate in the Double Up Food Bucks program must use separate tokens for SNAP, Double Up Food Bucks match, and debit transactions.
<i>United States Department of Agriculture (USDA)</i>	The US Agency that administers the Supplemental Nutritional Assistance Program and the Seniors Farmers Market Nutritional Program.

Appendix B Contents

- 1) Firm & Contact Information Form – E-mail attachment
- 2) Customer Record Sheet – E-mail attachment
- 3) Vendor Reimbursement Record – E-mail attachment
- 4) Additional documentation showing that reimbursement payments were made to vendors and how those payments were made
 - a. Completed payment record column on Vendor Record Sheet showing date, check number and total dollar value of check. The Vendor Record Sheet must indicate the portion allocated to each market currency if there are multiple currencies accepted at the site(s) (i.e., SNAP, SFMNP, DUFB, other incentives)
 - b. If payments to vendors were made by check or electronic methods, a report from the market's managing organization's accounting software verifying payments made will be needed.
- 5) Market Weekly Report digital form – Web URL (Note: entry of this information into the portal is *mandatory*.)
- 7) Log-in information for Smartsheet – E-mail attachment

Agreement Summary

Firm Organization:	Independence Farmers Market
Agreement Start Date:	February 1, 2025
Agreement End Date:	December 31, 2025
Stipend Amount:	\$1,317.50
Budgeted Amount for Incentives:	\$10,675.00
Total Contract Amount (a. Stipend + b. Incentives)	\$11,992.50
Tokens Issued for 2025:	3,500

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-019 **1R** An ordinance approving a rezoning from Districts R-12 (Two-Family Residential) to District R-6 (Single-Family Residential) for the property at 1009 North Kiger Road. **1R**

Recommendations:

Commissioner Nesbitt made a motion to recommend approval of the rezoning for 1009 N Kiger Rd. A second was made by Commissioner O'Neill. The Independence Planning Commission voted as follows:

Commissioner Nesbitt – Yes

Commissioner Ferguson – Yes

Commissioner Ashbaugh – Yes

Commissioner O'Neill – Yes

Commissioner Torres – Absent

Commissioner Young – Yes

Commissioner Wiley – Yes

The motion passed, and such application is forwarded to the City Council for its consideration. Staff recommends approval of this application.

Background:

A request to rezone the property from R-12 (Two Family Residential) to R-6 (Single-Family Residential).

PROPERTY'S HISTORY:

The subject site comprises a portion of a previously platted lot, more specifically described as, "The North 65 feet of the South 165 feet of Lot 50 of the Broadacres Annex subdivision." The Broadacres Annex subdivision was recorded in 1921. At the time the subdivision was recorded, it was located outside of Independence City limits. The area was annexed in 1948 as part of Ordinance No. 12643.

Upon the adoption of the Zoning Ordinance in 1965, this property fell within an R-1 (Single-Family) zoning district. Independence updated the Zoning Ordinance in 1980, and the zoning classification changed to R-1b (Single-Family).

In 1987, an application was made by the property owner at the time to rezone the subject property. Independence City Council voted to rezone the property from R-1b to R-2 (Two-Family) (Ordinance No. 9750).

Following the adoption of the Unified Development Ordinance, in 2009, the zoning classification of the subject site was converted to R-12 (Two-Family Residential).

PROPOSAL:

The applicant intends to submit an application for a minor subdivision combining several lots

that comprise a tax parcel under their ownership. The intent of the minor subdivision is to record one single developable lot. However, due to the misalignment of zoning classifications, the property is required to be rezoned under one single zoning classification.

PHYSICAL CHARACTERISTICS OF THE PROPERTY:

The subject site is ±8,255 square feet in size. It is a vacant lot with a gravel driveway running along the Northern property boundary extending to the rear of the property.

CHARACTERISTICS OF THE AREA:

The subject site is located within an existing subdivision—Broadacres Annex—and is surrounded by primarily single-family residences.

Consistency with *Independence for All*, Strategic Plan:

This proposal conforms with Independence for All, Strategic Plan’s objective to, “Stabilize and revitalize neighborhoods.” Approval of this rezoning supports the applicant and their intention for a single-family home on acreage.

Comprehensive Plan Guiding Land Use Principles for the Current Designation:

Imagine Independence Comprehensive Plan 2040 envisions this property and the surrounding area to be designated for residential use.

The land use building blocks of Imagine Independence direct the city to, “Foster redevelopment opportunities within the City in an effort to revitalize unused or underused property.” Imagine Independence provides a tool/policy to, “Identify areas within established neighborhoods where infill development would be appropriate.”

Sub-Area Plans:

The subject site is not located within any sub area plans or overlay districts.

Zoning:

The current zoning classification is R-12 (Two-Family Residential). The proposed rezoning aligns with the surrounding land use and zoning classifications.

Historic and Archeological Sites:

There are no apparent historic or archeological issues with this property.

Public Utilities:

All utilities are present and available to the applicant.

CIP Investments:

The city does not have any capital improvements projects planned near this area.

Recommendations and decisions on rezoning applications must be based on consideration of all the following criteria:

1. **Conformance of the requested zoning with the Comprehensive Plan.**

This application conforms to the land use building blocks, and tools and policies outlined in the Neighborhoods & Housing topic. The applicant seeks to utilize unused property for infill development in an existing neighborhood.

2. Conformance of the requested zoning with any adopted neighborhood or sub-area plans in which the property is located or abuts.

The subject site is not located within any sub-area plans.

3. The compatibility of the proposed zoning with the zoning and use of nearby property, including any overlay zoning.

The surrounding properties are predominantly single-family residential in use. This rezoning conforms to the surrounding land use and zoning classifications.

4. The compatibility of the proposed zoning and allowed uses with the character of the neighborhood.

The subject site is located within an existing developed subdivision. This proposal is consistent with the character of the neighborhood.

5. The suitability of the subject property for the uses to which it has been restricted under the existing zoning regulations.

The proposed rezoning will allow for future development of the site, aiding in a well-planned community.

6. The length of time the subject property has remained vacant as zoned.

Available City/public records do not indicate this property having ever been developed.

7. The extent to which approving the rezoning will detrimentally affect nearby properties.

The rezoning should have no detrimental effect on area properties. This proposal will not alter the character of the neighborhood.

8. The gain, if any, to the public health, safety, and welfare due to denial of the application, as compared to the hardship imposed upon the landowner, if any, as a result of denial of the application.

If rezoning is denied, the property cannot be replatted according to the applicant's desired plan.

Draft Planning Commission minutes are attached.

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact	Community Development /
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REVIEWERS

Tom Scannell
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Draft Ordinance 25-100-08
2. Staff Report 25-100-08
3. Narrative
4. Applicaiton
5. Notification Letter
6. Address List
7. Notification Area Map
8. Affidavit
9. Com Plan Map
10. Zoning Map
11. Planning Commission Meeting Minutes 02-11-25

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A REZONING FROM DISTRICTS R-12 (TWO-FAMILY RESIDENTIAL) TO DISTRICT R-6 (SINGLE-FAMILY RESIDENTIAL) FOR THE PROPERTY AT 1009 NORTH KIGER ROAD.

WHEREAS, a request by the property owner to rezone the property located at 1009 North Kiger Road from District R-12 (Two-Family Residential) to District R-6 (Single-Family Residential) was referred to the Planning Commission as required by the Unified Development Ordinance; and,

WHEREAS, the Unified Development Ordinance provides for the approval of a rezoning following public hearings by the Planning Commission and City Council; and,

WHEREAS, after due public notice in the manner prescribed by law, the Planning Commission held a public hearing for the consideration of the request on February 11, 2025, and rendered a report to the City Council; and,

WHEREAS, after due public notice in the manner prescribed by law, the City Council held a public hearing and rendered a decision recommending that the rezoning be approved by a vote of 6-0; and,

WHEREAS, in accordance with the Unified Development Ordinance, it was determined that the rezoning was consistent with the review criteria in Section 14-701-02; and,

WHEREAS, no legal protests were signed, acknowledged, and presented for the application.

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

SECTION 1. That the following legally described property is hereby rezoned from District R-12 (Two-Family Residential) to District R-6 (Single-Family Residential) and shall be subject to the regulations of said district:

BROADACRES ANNEX---N 65'S 165' OF LOT 50 (NOWN AS TR 3 ON CERT SURV T-3 PG-32)

SECTION 2. Nonseverability. All provisions of this ordinance are so essentially, and inseparable connected with, and so dependent upon, each other that no such provision would be enacted without all others. If a court of competent jurisdiction enters a final judgement on the merits that is not subject to appeal and that declares any provision or part of this ordinance void,

unconstitutional, or unenforceable, then this ordinance, in its collective entirety, is invalid and shall have no legal effect as of the date of such judgement.

SECTION 3. Scrivener’s Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this ordinance, as determined by the City Clerk and City Counselor, may be corrected with the endorsement of the City Manager without the need to come before City Council.

SECTION 4. That failure to comply with all the provisions contained in this ordinance shall constitute violations of both this ordinance and Chapter 14, the Unified Development Ordinance, of the Code of the City of Independence, Missouri.

PASSED THIS _____ DAY OF _____, 2025, BY THE CITY COUNCIL
OF THE CITY OF INDEPENDENCE, MISSOURI.

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

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

MEETING DATE: February 11, 2025

STAFF: Gabe Glaser, Planner

PROJECT NAME: Kiger Home

CASE NUMBER/REQUEST: 25-100-08 – Rezoning – 1009 N Kiger Rd – A request to rezone the property from R-12 (Two Family Residential) to R-6 (Single-Family Residential).

APPLICANT: Tobin Kennedy

PROPERTY LOCATION: 1009 N Kiger Rd

SURROUNDING ZONING/LAND USE:

North: R-12 (Two-Family Residential) / Duplex
East: R-6 (Single-Family Residential) / Vacant Land
South: R-6 (Single-Family Residential) / Single-Family Residence
West: R-6 (Single-Family Residential) / Single-Family Residence

PUBLIC NOTICE:

- Letters to property owners – January 2, 2025
- Public Notice published in the Independence Examiner – January 25, 2025
- Signs posted on property – January 24, 2025

FURTHER ACTION:

Following action by the Planning Commission, this rezoning request is scheduled for first reading by the City Council on March 17, 2025, and the public hearing/second reading on April 7, 2025.

RECOMMENDATION

Staff recommends **APPROVAL** of this rezoning request.

PROJECT DESCRIPTION & BACKGROUND INFORMATION

PROJECT DESCRIPTION: A rezoning from R-12 to R-6

Current Zoning:	R-12 (Two-Family Residential)	Proposed Zoning:	R-6 (Single-Family Residential)
Current Use:	Vacant Land	Proposed Use:	Single-Family Residence

Zoning History:

The subject site comprises a portion of a previously platted lot, more specifically described as, “The North 65 feet of the South 165 feet of Lot 50 of the Broadacres Annex subdivision.” The Broadacres Annex subdivision was recorded in 1921. At the time the subdivision was recorded, it was located outside of Independence City limits. The area was annexed in 1948 as part of Ordinance No. 12643.

Upon the adoption of the Zoning Ordinance in 1965, this property fell within an R-1 (Single-Family) zoning district. Independence updated the Zoning Ordinance in 1980, and the zoning classification changed to R-1b (Single-Family).

In 1987, an application was made by the property owner at the time to rezone the subject property. Independence City Council voted to rezone the property from R-1b to R-2 (Two-Family) (Ordinance No. 9750).

Following the adoption of the Unified Development Ordinance, in 2009, the zoning classification of the subject site was converted to R-12 (Two-Family Residential).

Proposal:

The applicant intends to submit an application for a minor subdivision combining several lots that comprise a tax parcel under their ownership. The intent of the minor subdivision is to record one single developable lot. However, due to the misalignment of zoning classifications, the property is required to be rezoned under one single zoning classification.

Physical Characteristics of Property:

The subject site is ±8,255 square feet in size. It is a vacant lot with a gravel driveway running along the Northern property boundary extending to the rear of the property.

Characteristics of the Area:

The subject site is located within an existing subdivision—Broadacres Annex—and is surrounded by primarily single-family residences.

ANALYSIS

Consistency with *Independence for All*, Strategic Plan:

This proposal conforms with Independence for All, Strategic Plan's objective to, "Stabilize and revitalize neighborhoods." Approval of this rezoning supports the applicant and their intention for a single family home on acreage.

Comprehensive Plan Tools and Policies for the Current Designation:

Imagine Independence Comprehensive Plan 2040 envisions this property and the surrounding area to be designated for residential use.

The land use building blocks of Imagine Independence direct the city to, "Foster redevelopment opportunities within the City in an effort to revitalize unused or underused property." Imagine Independence provides a tool/policy to, "Identify areas within established neighborhoods where infill development would be appropriate."

Sub-Area Plans:

The subject site is not located within any sub area plans or overlay districts.

Zoning:

The current zoning classification is R-12 (Two-Family Residential). The proposed rezoning aligns with the surrounding land use and zoning classifications.

Historic and Archeological Sites:

There are no apparent historic or archeological issues with this property.

Public Utilities:

All utilities are present and available to the applicant.

CIP Investments:

The city does not have any capital improvements projects planned near this area.

REVIEW CRITERIA

Recommendations and decisions on rezoning applications must be based on consideration of all the following criteria:

- 1. Conformance of the requested zoning with the Comprehensive Plan.**
This application conforms to the land use building blocks, and tools and policies outlined in the Neighborhoods & Housing topic. The applicant seeks to utilize unused property for infill development in an existing neighborhood.
- 2. Conformance of the requested zoning with any adopted neighborhood or sub-area plans in which the property is located or abuts.**
The subject site is not located within any sub-area plans.
- 3. The compatibility of the proposed zoning with the zoning and use of nearby property, including any overlay zoning.**
The surrounding properties are predominantly single-family residential in use. This rezoning conforms to the surrounding land use and zoning classifications.
- 4. The compatibility of the proposed zoning and allowed uses with the character of the neighborhood.**
The subject site is located within an existing developed subdivision. This proposal is consistent with the character of the neighborhood.
- 5. The suitability of the subject property for the uses to which it has been restricted under the existing zoning regulations.**
The proposed rezoning will allow for future development of the site, aiding in a well-planned community.
- 6. The length of time the subject property has remained vacant as zoned.**
Available City/public records do not indicate this property having ever been developed.
- 7. The extent to which approving the rezoning will detrimentally affect nearby properties.**
The rezoning should have no detrimental effect on area properties. This proposal will not alter the character of the neighborhood.
- 8. The gain, if any, to the public health, safety, and welfare due to denial of the application, as compared to the hardship imposed upon the landowner, if any, as a result of denial of the application.**
If rezoning is denied, the property cannot be replatted according to the applicant's desired plan.

EXHIBITS

1. Narrative
2. Application
3. Notification letter
4. Address List
5. Notification Area Map
6. Affidavit
7. Comprehensive Plan map
8. Zoning map

Tobin Kennedy
Tobinkennedy24@gmail.com

January 02, 2025

Dear City Plan Commission :

Re: 1009 N. Kiger and 4+- acreage east.

With respect to the above referenced address, enclosed is the following:

1. Completed Planning and Zoning Application;
2. Property Owner Notification Letter;
3. Property Owner Notification Affidavit;
4. Community Development Front Counter Map with a rough placement for a single family home.
5. Map sent with with property notification letter.
6. Legal descriptions of the properties.

We are seeking to rezone the Lot located at 1009 N. Kiger to R6 from R12 so a buyer could build their single family house on acreage. The driveway would run through 1009 N. Kiger to the home detailed on the Community Development Front Counter Map (attached).

We look forward to working with City Plan Commission and Community Development. If you need any additional documents, or have any questions that arise after review, please do not hesitate to contact me.

Thank you,



Tobin L. Kennedy

Application Type (check all that apply)

Land Use	Land Subdivision	Site Development	Use Permit	Other
☒ Rezoning ☐ PUD Rezoning	☐ Preliminary Plat ☐ Final Plat ☐ Minor Subdivision	☐ Final Site Plan ☐ Preliminary Dev Plan ☐ Final Dev Plan (PUD)	☐ Special Use ☐ Homebased Business	☐ Admin. Adjustment ☐ Variance ☐ Street Name Change ☐ Special Sign Permit

Project Information and Location

Kiger Home on Acreage

Project Name

1009 N Kiger and Acreage East of.

Project Address/Location

	4+-	1	
Sq. Ft. of Building	Acreage	Number of Lots/Tracts	Steam Buffer (Yes or No)
R6 and R12	R6	Residential	Residential
Existing Zoning	Proposed Zoning	Existing Land Use	Proposed Land Use

Basic Application Requirements (See the Planning & Zoning Application Guide for additional requirements)

☒ Completed & Signed Application Form ☒ Application Fee ☒ Cover Letter Describing Details of Project	☐ One 24" x 36" set of plans for Land Sub. & Site Dev. ☐ One PDF copy of a plat map or site plan ☒ Legal Description of the property in question
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Contact Information

Applicant

Tobin Kennedy	Whiteridge LLC
Name	Company
Po Box 46870 Gladstone Mo 64188	
Address	
816.888.0666	Tobinkennedy24@gmail.com
Phone	Email

Architect/Engineer/Surveyor/Other: Surveyor

Jake Young	J&J Survey
Name	Company
8680 N. Green Hills Rd Kansas City MO 64154	
Address	
816.741.1017	Jake@jandjsurvey.com
Phone	Email

Owner

Whiteridge LLC and	Properties of TLK LLC
Name	Company
Po Box 46870 Gladstone Mo 64188	
Address	
816.888.0666	Tobinkennedy24@gmail.com
Phone	Email

Architect/Engineer/Surveyor/Other:

Name	Company
Address	
Phone	Email

The applicant hereby agrees that the information provided above is accurate.


 01.02.25
 Applicant's Signature Date


 01.02.25
 Owner's Signature Date

Property Owner Notification Letter

City of Independence, Missouri

Date: 01.02.25

Case No. 25-100-08

Dear Property Owner:

This letter is to notify you that an application has been submitted for consideration by the Planning Commission and City Council. A full public hearing will be held by the Planning Commission and the City Council will consider new information on the dates and times below.

Proposed Case Type (Check One):

- ☒ Rezoning ☐ Rezoning/PUD ☐ Special Use Permit
☐ Preliminary Development Plan

Proposed project description: Combine the vacant lot at 1009 N. Kiger and the 4+-
acres behind to create one single family lot.

Applicant: Tobin Kennedy

Location of Property: 1009 N Kiger Rd. Independence MO 64050

Planning Commission Meeting Date: February 11th, 2025, at 6:00 p.m.

City Council Meeting Date: April 7th, 2025, at 6:00 p.m.

Location of public hearings: City Council Chambers, City Hall
111 E Maple Ave, Independence, Missouri, 64050

All interested persons are invited to attend and will have an opportunity to be heard at the full public hearing (Planning Commission).

REZONINGS ONLY: You may file a protest petition with the Community Development Department. For more information or to get copies of a petition, please contact Planning staff at 816-325-7421.

Tobin Kennedy
Applicant (or Owner/Agent)

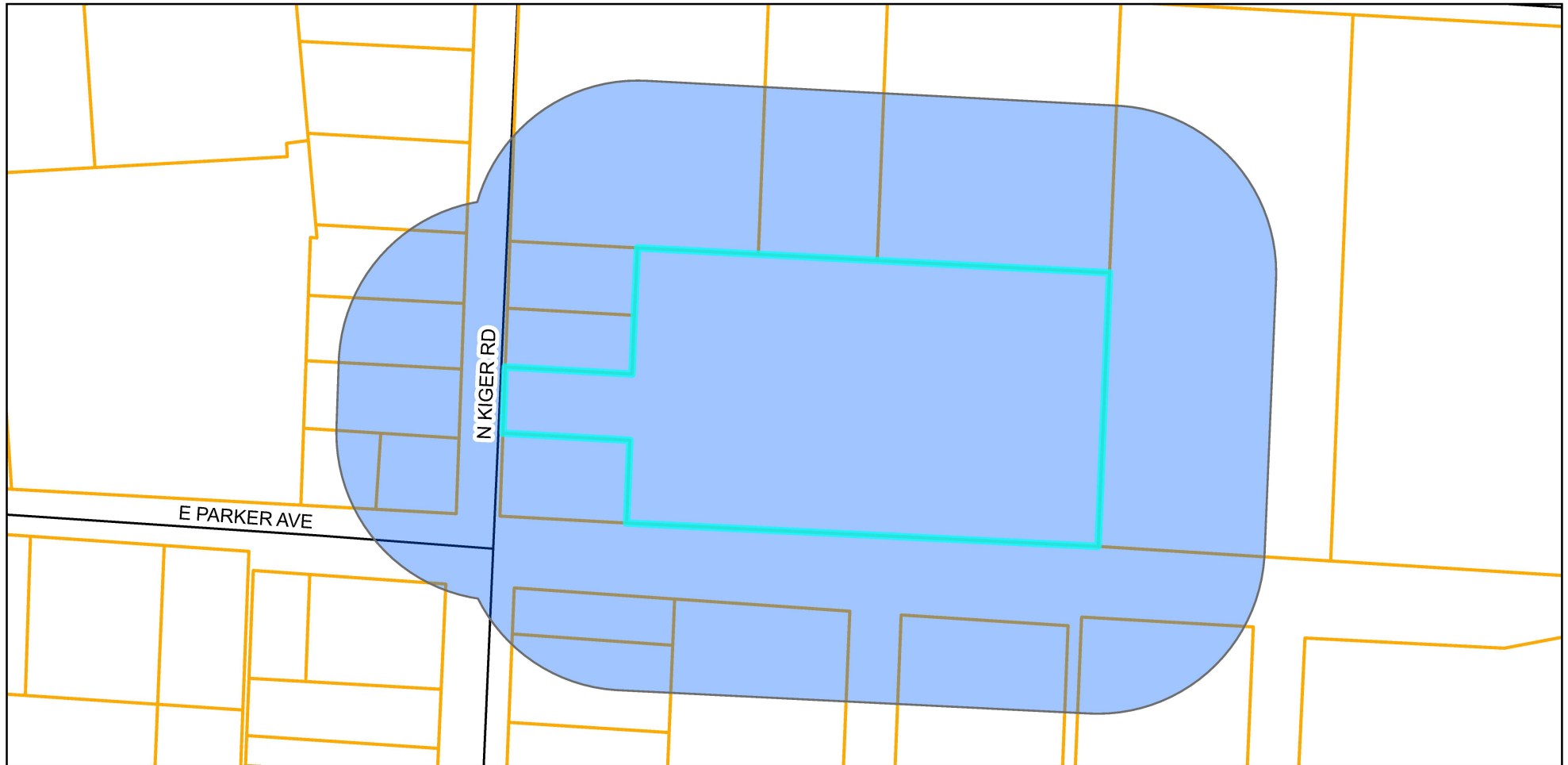
For more information, contact the Community Development Department at 816-325-7421.

Property Address	Property Owner	Owner Address	City	State	ZIP Code
1016 N KIGER RD	COOPER WILLIAM L & IRENE	1016 N KIGER RD	INDEPENDENCE	MO	64050
1018 N KIGER RD	BALL TANNER W	1018 N KIGER RD	INDEPENDENCE	MO	64050
1012 N KIGER RD	CASE RIVERA DELISS MARI	1012 N KIGER RD	INDEPENDENCE	MO	64050
1001 N KIGER RD	WALKER KELLY ELIZABETH & BAKER JESSE W	1001 N KIGER RD	INDEPENDENCE	MO	64050
1309 E MECHANIC AVE	KLAUSEN RICHARD STEVEN	1309 E MECHANIC AVE	INDEPENDENCE	MO	64050
1301 E MECHANIC AVE	RAFFETY JENNIFER	1301 E MECHANIC AVE	INDEPENDENCE	MO	64050
933 N KIGER RD	MCGINNIS RAYMOND L	933 N KIGER RD	INDEPENDENCE	MO	64050
1406 E PARKER AVE	WOLF ANGELA	1406 E PARKER AVE	INDEPENDENCE	MO	64056
1100 N KIGER RD	CHESTNUT DAVID F	1713 N PONCA DR	INDEPENDENCE	MO	64058
NO ADDRESS ASSIGNED BY CITY	GRANDSTAFF PHILLIP M & REYNOLDS JESSICA L	1712 E TC LEA RD	INDEPENDENCE	MO	64050
1401 E MECHANIC AVE	CRIDER KATIE & HARPER WESLEY	1401 E MECHANIC AVE	INDEPENDENCE	MO	64050
1014 N KIGER RD	WOLFE REGINALD G & BEVERLY A	1014 KIGER RD	INDEPENDENCE	MO	64050
916 N KIGER RD	LOVELL THERESA	916 N KIGER RD	INDEPENDENCE	MO	64050
15400 E T C LEA RD	TERRELL KENNETH B	15400 E T C RD	INDEPENDENCE	MO	64050
1023 N KIGER RD	MACKESTY PAULA E	1023 N KIGER RD	INDEPENDENCE	MO	64050
NO ADDRESS ASSIGNED BY CITY	WHITERIDGE LLC	PO BOX 46870	GLADSTONE	MO	64188
1019 N KIGER RD	KENNEDY TOBIN	1804 NW 79TH TER	KANSAS CITY	MO	64151
1313 E MECHANIC AVE	MORGAN PAULA M	1313 E MECHANIC AVE	INDEPENDENCE	MO	64050
1700 E T C LEA RD	CRANE JOHN A & JULIE A	1700 E TC LEA RD	INDEPENDENCE	MO	64050
937 N KIGER RD	BSFR II OWNER I LLC	997 MORRISON DR STE 402	CHARLESTON	SC	29403

Notification Area

1009 N Kiger Rd

#25-100-08



Legend

Parcels

 Parcels

Streets

 Local

City Limits

 City Limits

0 0.03 0.06 0.11 Miles

Prepared by: Gabe Glaser
Community Development Department
Date Saved:1/10/2025 11:28 AM

Appendix C - Property Owner Notification Affidavit

STATE OF MISSOURI

Platte
COUNTY OF ~~JACKSON~~

Case No. 25-100-08

I, Tobin Kennedy, of lawful age being first duly sworn upon oath, state:

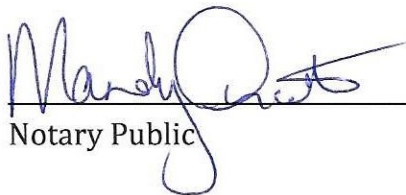
That I am the (agent, owner, attorney) for the property for which the application was filed and did, not later than fifteen (15) days prior to the date of the public hearing scheduled before the Planning Commission, mail notices to all persons owning property within 185 feet of the subject property. **The list of property owners to whom notice has been mailed is attached.**

These notices were mailed on the 13th day of January, 2025.



Signature of Agent, Owner or Attorney

Subscribed and sworn to before me this 13th day of January, 2025

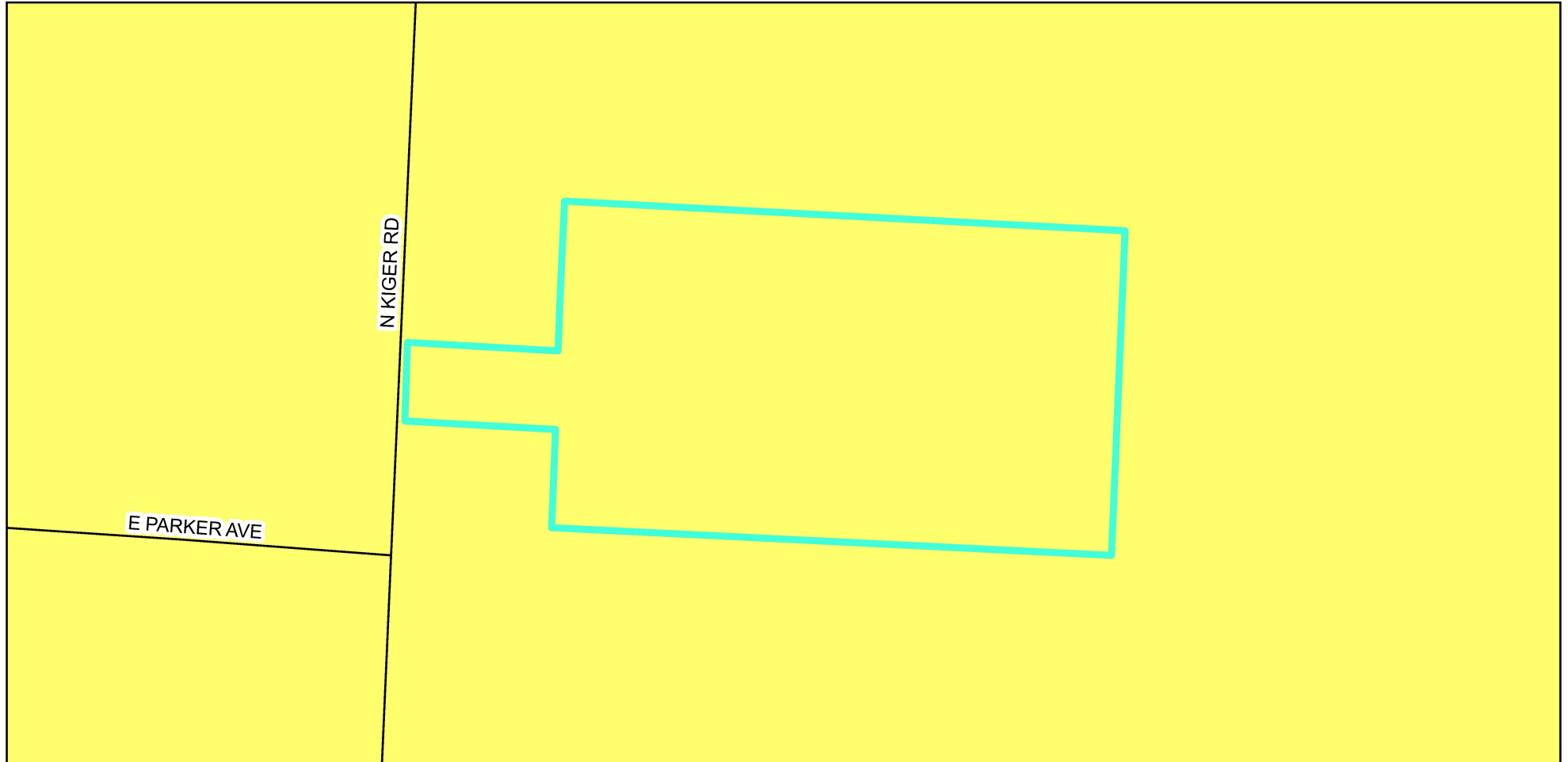

Notary Public

3/1/2026
Commission Expiration Date

MANDY ORCUTT
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES MARCH 1, 2026
PLATTE COUNTY
COMMISSION #13656130

Comprehensive Plan

1009 N Kiger Rd, Independence, Mo 64050



Legend

Streets

— Local

Proposed Land Use (Comp Plan)

 Residential Neighborhoods



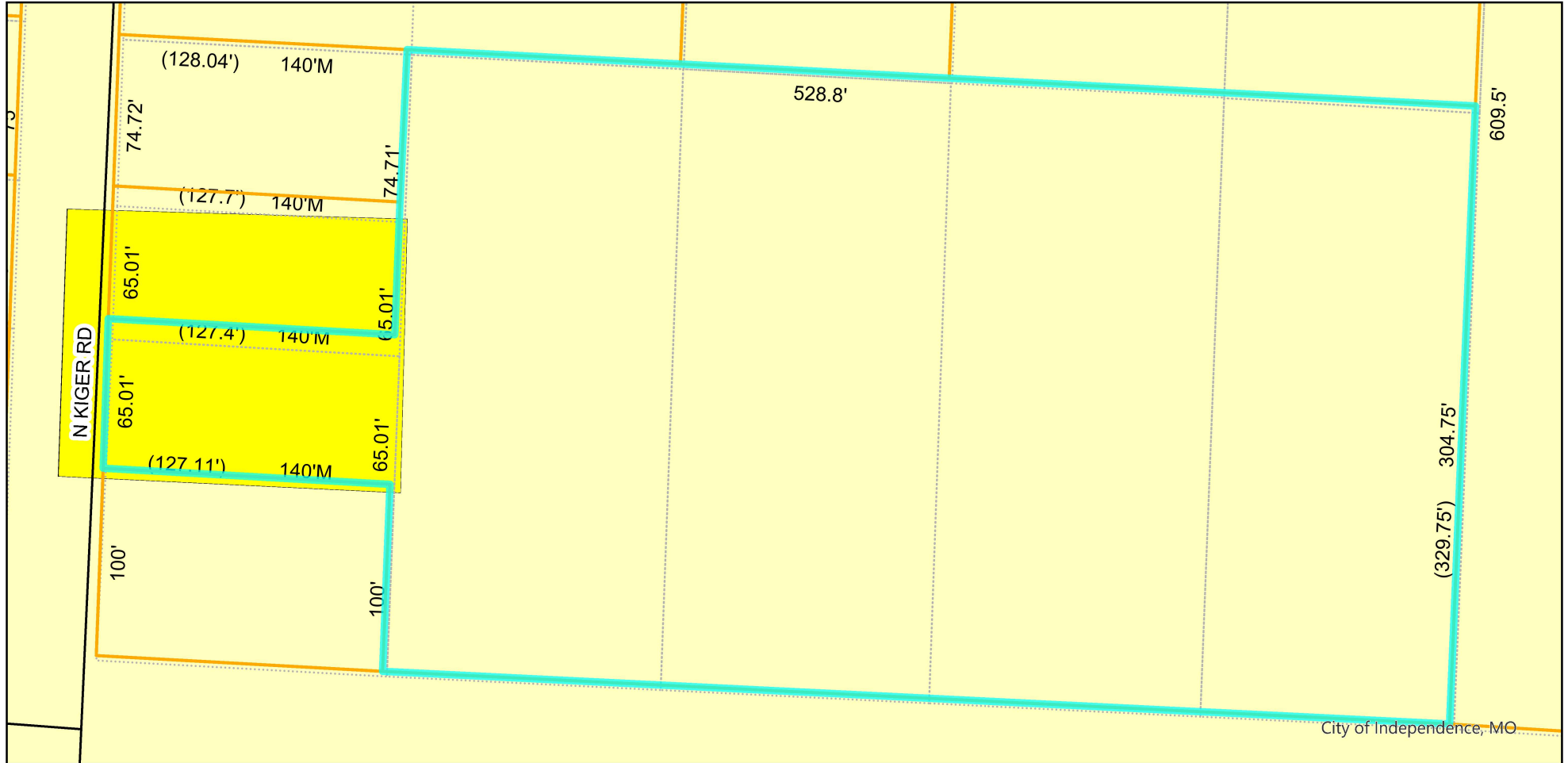
0 125 250 500 Feet

Prepared For: Case #25-100-08
Community Development Department
Meeting Date: February 11, 2025

Zoning Map

1009 N Kiger Rd

Permit #25-100-08



Legend

Parcels

Parcels

Streets

Local

City Limits

City Limits

Lots

Lots

Zoning District

R-12

R-6

0 0.01 0.03 0.05 Miles

Prepared by: Gabe Glaser
Community Development Department

Date Saved: 1/2/2025 5:14 PM



Planning Commission Minutes

February 11, 2025 6:00 PM

City Hall, 111 E. Maple Avenue (Ground Floor), Council Chambers

CALL TO ORDER

A meeting of the Planning Commission was held at 6:00 PM on 2/11/2025, in the 111 E Maple Avenue, Independence, MO 64050. The meeting was called to order.

ROLL CALL

Upon roll call, the following members were present - Laurie Dean Wiley, Eric Ashbaugh, Edward Nesbitt, Dan O'Neill, Virginia Ferguson, Michael Young. Absent - Jose Torres.

CONSENT AGENDA

The Consent Agenda consists of routine items of business to be acted upon by the Planning Commission with little or no public discussion. The staff or committee recommendation for each item is included in the Planning Commission packet. Any item may be removed by a commissioner or staff member to become part of the regular agenda.

1. Planning Commission Minutes – January 28, 2025

Motion

Commissioner Edward Nesbitt made a motion to approve the Consent Agenda. Commissioner Virginia Ferguson seconded the motion. The motion was approved Yes 6, No 0, Abstained 0.

PUBLIC HEARINGS

1. **Case 25-100-08 – Rezoning – 1009 N Kiger Rd** – A request to rezone the property from R-12 (Two-Family Residential) to R-6 (Single-Family Residential).

Staff Presentation

Gabe Glaser presented the case. Mr. Glaser presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses.

Applicant Comments

Tobin Kennedy, Gladstone, stated he would like to rezone the lot from R-12 to R-6 so a potential buyer can build a single-family house. Mr. Kennedy explained that if the rezoning is approved, he must do a minor subdivision and obtain a variance to the setback requirements. He also mentioned that if the variance isn't approved, seek to rezone the property back to R-12.

Public Comments

Reggie Wolf, 1015 N Kiger, commented as long as it's one house he's in agreement with the rezoning.

Jessie Baker, 1011 N Kiger, mentioned that he doesn't have any opposition to the single-family house.

Commissioner Comments

In response to Chairwoman Wiley's question, Rick Arroyo stated this is a step process in which for the minor subdivision to be approved for one lot, the rezoning needs approval. Once the single lot is obtained, a variance can be applied for.

Motion

Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Dan O'Neill seconded the motion. The motion was approved Yes 6, No 0, Abstained 0.

ROUNDTABLE - NEXT MEETING FEBRUARY 25, 2025

Chairwoman Wiley noted that there will **not be a second meeting in February**.

ADJOURNMENT

The meeting was adjourned at 6:18 p.m.

MUNICIPAL DIVISION SUMMARY REPORTING FORM

Refer to instructions for directions and term definitions. Complete a report each month even if there has not been any court activity.

<u>I. COURT INFORMATION</u>		Municipality: Independence Municipal		Reporting Period: Feb 1, 2025 - Mar 3, 2025	
Mailing Address: 111 EAST MAPLE, INDEPENDENCE, MO 64050					
Physical Address: 111 EAST MAPLE, INDEPENDENCE, MO 64050			County: Jackson County		Circuit: 16
Telephone Number:			Fax Number:		
Prepared by: Erin Chatterton			E-mail Address:		
Municipal Judge:					
<u>II. MONTHLY CASELOAD INFORMATION</u>					
		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance	
A. Cases (citations/informations) pending at start of month		425	17,881	8,812	
B. Cases (citations/informations) filed		23	1,559	400	
C. Cases (citations/informations) disposed					
1. jury trial (Springfield, Jefferson County, and St. Louis County only)		0	0	0	
2. court/bench trial - GUILTY		0	6	20	
3. court/bench trial - NOT GUILTY		0	1	4	
4. plea of GUILTY in court		14	673	156	
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)		0	223	0	
6. dismissed by court		1	35	34	
7. <i>nolle prosequi</i>		2	113	42	
8. certified for jury trial (not heard in Municipal Division)		0	0	0	
9. TOTAL CASE DISPOSITIONS		17	1,051	256	
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]		431	18,389	8,956	
E. Trial de Novo and/or appeal applications filed		0	0	0	
<u>III. WARRANT INFORMATION (pre- & post-disposition)</u>					
1. # Issued during reporting period		1,012	<u>IV. PARKING TICKETS</u>		
2. # Served/withdrawn during reporting period		450	☐ Court staff does not process parking tickets		
3. # Outstanding at end of reporting period		20,484			

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION	Municipality: Independence Municipal	Reporting Period: Feb 1, 2025 - Mar 3, 2025
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V. DISBURSEMENTS

Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
Fines - Excess Revenue	\$186,040.00	Bad Check Fee	\$75.00
Clerk Fee - Excess Revenue	\$19,152.23	Court Automation	\$14,004.05
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$590.55	Law Enf Arrest-Local	\$3,900.50
Bond forfeitures (paid to city) - Excess Revenue	\$4,280.00	Total Other Disbursements	\$17,979.55
Total Excess Revenue	\$210,062.78	Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$340,523.50
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)		Bond Refunds	\$10,972.50
		Total Disbursements	\$351,496.00
Fines - Other	\$65,780.50		
Clerk Fee - Other	\$4,854.76		
Judicial Education Fund (JEF) ☐ Court does not retain funds for JEF	\$0.00		
Peace Officer Standards and Training (POST) Commission surcharge	\$2,000.57		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$14,264.12		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$149.72		
Law Enforcement Training (LET) Fund surcharge	\$3,998.00		
Domestic Violence Shelter surcharge	\$7,967.00		
Inmate Prisoner Detainee Security Fund surcharge	\$3,991.50		
Restitution	\$0.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$9,475.00		
Total Other Revenue	\$112,481.17		

Municipal Division Summary Reporting

16th Judicial Circuit - Jackson County - Independence Municipal Division

I. COURT INFORMATION

Reporting Period:		
February	2025	Court activity occurred in reporting period: Yes
Clerk's Physical Address:	Mailing Address:	Vendor
111 East Maple Independence, MO 64051	PO Box 1019 Independence, MO 64051	Incode (Tyler Technologies)
Telephone Number:	Fax Number:	
(816) 325-7235		
Prepared by:	Prepared by E-mail Address:	Municipal Judge(s) Active During Reporting Period:
Dawna Cordon	dawna.cordon@courts.mo.gov	Garry L. Helm, Susan G. Watkins

II. MONTHLY CASELOAD INFORMATION		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations / informations) pending at start of month		8,604	79,773	44,507
B. Cases (citations / informations) filed		0	0	0
C. Cases (citations / informations) disposed				
1. jury trial (Springfield, Jefferson County, and St. Louis County only)		0	0	0
2. court / bench trial - GUILTY		0	0	0
3. court / bench trial - NOT GUILTY		0	1	0
4. plea of GUILTY in court		0	0	0
5. violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs)		1	95	39
6. dismissed by court		0	0	17
7. nolle prosequi		0	17	8
8. certified for jury trial (not heard in the Municipal Division)		0	0	0
9. TOTAL CASE DISPOSITIONS		1	113	64
D. Cases (citations / informations) pending at end of month [pending caseload = (A + B) – C9]		8,603	79,660	44,443
E. Trial de Novo and / or appeal applications filed		0	0	0

Municipal Division Summary Reporting

Court Information	Municipality: 16th Judicial Circuit - Jackson County - Independence Municipal Division	Reporting Period: February - 2025
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III. WARRANT INFORMATION (pre- & post-disposition)		IV. PARKING TICKETS	
1. # Issued during reporting period:	374	Does court staff process parking tickets? Yes	
2. # Served/withdrawn during reporting period:	445	1. # Issued during reporting period:	0
3. # Outstanding at end of reporting period:	38,895		

V. DISBURSEMENTS	
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)	
Fines – Excess Revenue	\$6,251.00
Clerk Fee – Excess Revenue	\$661.00
Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Excess Revenue	\$0.00
Bond forfeitures (paid to city) – Excess Revenue	\$1,610.00
Total Excess Revenue	\$8,522.00
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)	
Fines – Other	\$13,800.87
Clerk Fee – Other	\$912.00
Judicial Education Fund (JEF) Court does not retain funds for JEF: Yes	
Peace Officer Standards and Training (POST) Commission surcharge	\$130.00
Crime Victims Compensation (CVC) Fund surcharge – Paid to State	\$928.03
Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Other	\$0.00
Law Enforcement Training (LET) Fund surcharge	\$261.00
Domestic Violence Shelter surcharge	\$512.87
Inmate Prisoner Detainee Security Fund surcharge	\$260.00
Restitution	\$0.00
Parking ticket revenue (including penalties)	\$0.00
Bond forfeitures (paid to city) – Other	\$3,780.00
Total Other Revenue	\$20,584.77
Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
Total Other Disbursements	\$0.00
Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$29,106.77
Bond Refunds	\$1,009.00
Total Disbursements	\$30,115.77