



CITY COUNCIL Regular Meeting

May 19, 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. Laurie Dean Wiley, Chair of God at Center Committee at Truman Heritage Habitat for Humanity will give the invocation.

THE PLEDGE OF ALLEGIANCE

ROLL CALL

CITIZEN REQUESTS

PROCLAMATIONS

1. A proclamation recognizing May 18 - 24, 2025, as Emergency Medical Services Week.

CONSENT AGENDA

Reports and Recommendations of the City Manager

1. Council action is requested authorizing a contract with the WHC SAF, LLC for the purpose of providing on-demand micro-transit services for the period of July 1, 2025, through June 30, 2026, in the amount of \$804,200.00, and authorizing future minor change orders not to exceed \$80,400.00.
2. Council action is requested to authorize the City Manager to execute a design contract and issue a purchase order to Renaissance Infrastructure Consulting in an amount not to exceed \$139,460, and to authorize future minor change orders and/or time extensions not to exceed \$13,946, as part of the Bundschu Regional Detention Basin Project (No. 132501)

3. Council action is requested to authorize the City Manager to issue a purchase order to Wiedenmann Construction Inc. in an amount not to exceed \$112,518, and to authorize future minor change orders not to exceed \$11,251.80, for emergency stormwater repairs at 45th Street and Noland Road.

RESOLUTIONS

1. 25-747 A Resolution formally assigning oversight responsibility for the \$55,000,000 General Obligation Bond authorized April 8, 2025, to the Street Improvement Oversight Committee (*Sponsored by Councilmember Stewart*)

REGULAR AGENDA

ORDINANCES

1. 25-027 **2R** An ordinance finding, determining, and declaring the necessity of acquiring general utility easements and temporary construction easements for the Nickell Avenue Culvert Replacement Project (Project No. 132404); authorizing negotiations and, if necessary, the initiation of eminent domain proceedings; authorizing the use of experts as needed; and authorizing and directing the execution of documents and the payment of funds to property owners or others holding property rights in conjunction with the project. **2R**
2. 25-028 **2R** An ordinance amending Section 4.01.003 "Dangerous Buildings" of the Independence City Code. **2R**
3. 25-029 **2R** An ordinance adopting amendments to the Fiscal Year 2024-2025 budget, which was approved by Ordinance No. 19561. **2R**
4. 25-030 **2R** An ordinance amending Chapter 2 of the City Code, "Alcoholic Beverages". **2R**
5. 25-031 **2R** An ordinance declaring the results of the bond election held in the City of Independence, Missouri on April 8, 2025. **2R**

FIRST READING(S)

1. 25-032 **1R** An Ordinance Amending Chapter 5, Article 10, of the Independence City Code, regarding private security guards. **1R**
2. 25-033 **1R** An Ordinance Amending Chapter 8 Article 6 "PURCHASES AND SALES" Section 3 and Directing the City Manager to amend the Procurement Policy accordingly. (*Sponsored by Councilmember Stewart*) **1R**
3. 25-034 **1R** An Ordinance Amending Chapter 13, Article 1, Section 13.01.005 of the

Independence City Code to Prohibit Metal Detecting, Prospecting, and Treasure Hunting in City Parks and Public Spaces. **1R**

4. 25-035 **1R** An ordinance amending the Unified Development Ordinance, Chapter 14, of the Independence City Code pertaining to auto repair and motor vehicle equipment installation. **1R**
5. 25-036 **1R** An Ordinance Repealing Chapter 1, Article 40 of the City Code which Outlines the Establishment, Purpose, and Responsibilities of the Tourism Commission of the City of Independence. **1R**

INFORMATION ONLY

1. Municipal Court Report for April 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

WHEREAS, Emergency Medical Services (EMS) are a vital public service; and

WHEREAS, the members of EMS organizations are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS, Emergency Medical Services embody the true concept of teamwork by recognizing the inter-dependent relationship among the trauma centers, EMS system hospitals, emergency physicians, emergency nurses, emergency medical technicians, paramedics, firefighters, educators, administrators, and others who are dedicated to saving lives; and

WHEREAS, the members of EMS organizations routinely engage in thousands of hours of continuing specialized education to enhance their lifesaving skills; and

WHEREAS, the City of Independence Fire Department has been providing emergency medical services at the Emergency Medical Technician (EMT) level since 1993, augmenting their level of service with Paramedics beginning in 2000, with 58 paramedics and 135 EMTs currently on staff; and American Medical Response (AMR) has been providing emergency medical services including transport at the paramedic level since 1994; and

WHEREAS, 2025's EMS Strong national theme ***"We Care. For Everyone."***, reflects the more than a half-century of service delivery that EMS professionals have provided, and recognizes the unending commitment that EMS professionals have as they continue to respond to the needs of their communities without bias, without question and without hesitation;

THEREFORE, I, Rory Rowland, Mayor of the City of Independence, Missouri, do hereby proclaim the week of May 18-24, 2025, as

EMERGENCY MEDICAL SERVICES WEEK

and call this observance to the attention of the community and encourage them to join in this special observance.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Independence to be affixed this ____ day of May 2025.

MAYOR

Attest:

CITY CLERK

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested authorizing a contract with the WHC SAF, LLC for the purpose of providing on-demand micro-transit services for the period of July 1, 2025, through June 30, 2026, in the amount of \$804,200.00, and authorizing future minor change orders not to exceed \$80,400.00.

Recommendations:

Staff recommends approval.

Background:

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

At the May 12th Council Study Session, staff presented an overview, performance metrics, rider access and key locations of the Independence IRIS system that began in January 2025.

The service for this contract period is the same as the current IRIS operations.

Emergency Justification:**Fiscal Impact:**

Funding for transportation services is included in the Fiscal Year 2025-2026 budget in the Transportation section of the Community Development budget. This approval would also authorize future minor change orders up to \$80,400.00 in the event of after-hours service.

Council Action:

Department / Contact	Community Development /
---------------------------------	-------------------------

REVIEWERS

Tom Scannell
Melissa Cabrera
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. IRIS Independence WHC 2025-2026



GROUND TRANSPORTATION AGREEMENT

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

1. BACKGROUND

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

2. SCOPE OF THE AGREEMENT

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

3. TERM

This Agreement shall have a term of twelve (12) months, commencing July 1, 2025, and ending June 30, 2026.

4. AGREEMENT CANCELLATION FOR CAUSE

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

5. REPRESENTATION AND WARRANTIES

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



6. OPERATION

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

7. PRICING SCHEDULE

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

8. PAYMENT

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

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

9. INDEPENDENT CONTRACTOR

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

10. VEHICLES AND INSURANCE

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

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

11. INDEMNIFICATION

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



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

12. EFFECT OF PARTIAL INVALIDITY

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

13. MODIFICATIONS

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

14. NO ASSIGNMENT

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

15. LAWS AND REGULATIONS

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

16. LIMITATIONS

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



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

WHC SAF, LLC

BY: _____

William M. George
Chief Executive Officer

DATE: _____

City of Independence

BY: _____

Tom Scannell
Community Development Director

DATE: _____

ATTACHMENT "A"

SERVICE & PRICING SCHEDULE

Pricing

Operational Costs

- **Ambulatory Service:** Billed at **\$43.32 per vehicle revenue hour**. This rate covers all operational expenses, including driver wages, fuel, insurance, and vehicle maintenance.
- **Wheelchair-Accessible Minivan Service:** Billed at **\$48.47 per vehicle revenue hour**. This rate includes the additional costs associated with maintaining and operating ADA-compliant vehicles, as well as specialized driver training.
- **After-Hours Service:** If service is required outside the standard operating hours, it will be billed at a premium rate.
 - Ambulatory Service: \$53.62 per vehicle revenue hour
 - Wheelchair-Accessible Minivan: \$58.77 per vehicle revenue hour

Fares

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

Scope of Work

Service Zone & Model

- zTrip's IRIS program will deliver on-demand microtransit services within the boundaries of the City of Independence. The service model will feature point-to-point "virtual stops," strategically selected to maximize coverage and accessibility. In collaboration with our technology partner RideCo, zTrip will work closely with the City to identify and establish



these stops. This approach ensures that residents across the city have access to efficient and convenient transportation options, tailored to meet the needs of the community.

Hours of Operation

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

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to authorize the City Manager to execute a design contract and issue a purchase order to Renaissance Infrastructure Consulting in an amount not to exceed \$139,460, and to authorize future minor change orders and/or time extensions not to exceed \$13,946, as part of the Bundschu Regional Detention Basin Project (No. 132501)

Recommendations:

Council approval is recommended.

Background:

This project aims to address historic flooding complaints generally occurring south of E. Bundschu Road by constructing a new stormwater detention basin on the north side of E. Bundschu Road near N. Cherokee Street and N. Arapaho Street.

A Request for Proposals (RFP No. MS-SD-132501) was issued for these services. Staff received proposals from the following firms:

- Affinis
- BG Consultants
- Burns & McDonnell
- Great Rivers
- Intuition & Logic
- Olsson
- Renaissance Infrastructure Consulting
- Veenstra & Kimm
- Water Resources Solutions

After reviewing the proposals, staff selected Renaissance Infrastructure Consulting to perform the work and negotiated a scope and fee not to exceed \$139,460. The scope of this contract includes hydrologic and hydraulic calculations, surveying, geotechnical investigations, construction plan development, utility coordination, specifications, cost estimates, public meetings, and the preparation of easement documents.

This is a budgeted capital expense.

Emergency Justification:

Fiscal Impact:

The fiscal impact to the City is \$153,406, including a 10% contingency. Funding for the Bundschu Regional Detention Basin Project (No. 132501) is included in the FY 2025 budget, on page 203, under account number 0587058-5406.

Council Action:

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

REVIEWERS

Richard Kemple
Melissa Cabrera
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Scope of Service - RIC - Bundschu Regional Detention Basin - No. 132501
2. Design Contract - Professional Services - RIC - Bundschu Regional Detention Basin - Project No. 132501
3. Bundsch Regional Detention Basin Site Location



March 28, 2025

Ted Martin, P.E., CFM
Stormwater Manager - Water Pollution Control
City of Independence, Missouri
14909 East Truman Road
Independence, MO 64051-0519

Re: **RFP No. MS-SD-132501: Engineering Services for Bundschu Regional Detention Basin Project**

Mr. Martin:

The City of Independence Water Pollution Control Department has requested Renaissance Infrastructure Consulting (RIC) to provide a scope and fee proposal for professional services for the development of plans, specifications and an engineer's estimate for the Bundschu Regional Detention Basin Project.

The project will refine the conceptual layout presented in Exhibits 1 and 2 of RFP No. MS-SD-132501 which includes the following areas:

1. Design of grading and outlet structure for the proposed Bundschu Regional Detention Basin.
2. Modifications to the existing enclosed storm sewer system to tie the proposed improvements into the system.

The purpose of the proposed improvements is to reduce flooding reports downstream of the project area as much as practical. The following tasks are included in our scope of services for this project.

Task One – Survey and Data Collection and Concept Design:

1. RIC will survey the project with the City supplying the bench mark records as near to the project location as possible. RIC will set any other needed permanent benchmarks for the project. All vertical datum must be USGS datum and tied to the City controls.
 - a. Survey size, type, location, and elevation of all storm drainage facilities including culverts, pipes, headwalls, manholes, and inlets.
 - b. Perform topographic survey of entire project area needed for design of the project, including dwellings/structures, sheds, fences, walls, streets, curbs, ditches, sidewalks, decks and patios, size and species of trees 2 inches and larger, shrubs, bushes, landscaping, and property pins. Provide the minimum low opening for each dwelling
 - c. Where there is a group of trees, show the outside limits and label accordingly.
 - d. Prepare survey base map depicting above information, including property lines, ownership and easement dimensions and information.
2. Contact Missouri One Call and obtain available mapping from all pertinent utilities for locates of existing utilities and tie them into the topographic survey. Include sizes of utility lines.
 - a. Utility Contacts -Identify contacts for utility companies and provide them map of project corridor; request information on their utility within corridor and illustrate on base project map. At a minimum, the following utility companies should be included:
 - i. Electric - Independence Power and Light
 - ii. Gas - Spire Energy
 - iii. Communications – Comcast, AT&T, ATT LTE Gig
 - iv. Water - Independence Water Department

- v. Sewer - Independence Water Pollution Control
 - b. Update survey base map to include all available utility information.
- 3. Perform Geotech Analysis
 - i. RIC will contract with Braun Intertec to perform geotechnical investigation. A maximum of 4 borings will be performed. Two borings to a depth of 30 feet and two borings to a depth of 20 feet. Braun will provide boring logs including soil analysis for each boring performed. See attached geotechnical scope of services for more information in Exhibit B-1.
- 4. Concept Design:
 - a. Existing Conditions - Determine the watershed, major drainage-way, drainage structures and flow constrictions. Investigate the flooding problems in the area including past complaints. Identify impacted property owners and size of tracts. Research other existing information such as soil types, depth to bedrock, utilities, rights-of-way and easement information, if applicable to the proposed project.
 - b. Standards - Identify applicable design and construction standards including APWA Section 5600, FEMA, MDNR Dam Safety Program and other applicable standards as pertinent.
 - c. Hydrology and Hydraulics - Provide the design storms used for the analysis of the system components. Determine existing and proposed design flow rates for the drainage system. Summarize results including a description of the models and hydrologic and hydraulic methods used for the analyses and basis for using the model selected.
 - i. Hydrology Analysis - Develop the runoff flow rates for a minimum 10 and 100-year return intervals for each sub-area of the project watershed. Provide the appropriate hydrologic parameters used for the runoff computations including runoff coefficients, curve numbers, percent imperviousness, time of concentration, rainfall intensity and/or rainfall hyetograph. Summarize the results including the methodology used for the analysis and explain the basis for the selected approach.
 - ii. Hydraulic Analysis - Perform hydraulic calculations per APWA 5600 in sufficient detail to determine conduit and channel sizes.
 - iii. Summarize the methodology used for the hydraulic analysis and explain the basis for the selected approach.
- 5. Concept Design Memo – RIC will develop a concept design memo describing the findings of the concept design as outlined above. To be included in the memo, at a minimum, will be description of standards, existing and proposed conditions, analysis methods, alternatives analysis, cost estimates, and permitting implications.
- 6. Concept Estimate – RIC will develop a concept design cost estimate of the proposed improvements based on bid tabulation information from previous projects and engineering experience.
- 7. QC Review – The concept design, estimate, and design memo will be QC reviewed by the Project Manager for accuracy and completeness prior to submittal.
- 8. RIC will submit the concept design plans, memo, and estimate for City review.
- 9. Perform Field Check
 - a. After completion of the survey, Geotech, and concept design RIC will coordinate a field check to assess the accuracy of the survey, check proposed structure locations, and determine conflicts with topography and utilities. Immediately prior to the field check, RIC will stake the center of the proposed drainage facilities with elevations noted for each top of structure.

Task Two – Preliminary Plans:

- 1. RIC will update the concept design and the hydrology and hydraulic modeling based on the information determined during the field check meeting.
- 2. Develop Preliminary plans and specifications clearly stamped "preliminary", or otherwise indicated. All plans shall be prepared in accordance with the latest editions, supplements and revisions of the City's storm drainage design criteria and APWA Section 5600, as adopted. The construction drawings shall be prepared in AutoCAD format. The City of Independence project number shall be included upon all correspondence.
 - a. Develop preliminary plans to include:
 - Cover sheet.

General Notes and Quantities

Project General Layout, Survey Base Map and Control

Demolition Plans

Drainage Area Map and Drainage Calculations in tabular format

Drainage area map

Hydrologic Calculations – Tabular Format

Inlet design calculations – Tabular Format

Pipe capacity calculations – Tabular Format

Plan and Profile Sheets 1"=20' Horizontal and 1"=10' Vertical showing utility crossings and HGL

Standard Details

Easement Plans (show easement lines only with no call-outs, dimensions or areas)

- b. Plans shall include location of property lines, utilities, and other conflicts that will impact the design of the selected alternative.
- c. Develop a preliminary construction cost estimate including quantities, unit costs and a 20% contingency for utility relocation expenses, legal expenses and easement acquisition as applicable.
- d. Correspondence indicating any significant changes in scope or design from information submitted as part of the Preliminary Design Memo submitted under Task One.
- e. A drainage area plan must be included as part of the Preliminary Plan submittal. This plan must indicate complete hydrologic calculations and any pertinent hydraulic calculations performed as part of the design. Design Hydraulic Grade Line, or water surface elevations for the conveyance systems, will be plotted on profile view of plans. Multiple design return may be plotted, however, at a minimum; the controlling design return interval must be shown.
- f. Tabular description of how the design flows are intercepted and conveyed.
3. RIC will develop an updated design estimate of probable cost based on available bid tabulation information and engineering judgement.
4. RIC will review the impacts of the proposed improvements on adjacent properties and determine size and location of needed easements. Proposed easements will be incorporated into the preliminary design plans.
5. QC Review – The preliminary design and estimate will be QC reviewed by the Project Manager for accuracy and completeness prior to submittal.
6. Submit Preliminary Plan Package to City. Deliverables include:
 - a. Transmittal letter addressing changes from the Preliminary Design Memo to Preliminary Engineering Plans (if applicable) (3 copies)
 - b. Comment resolution memo from the preliminary plan field check and city review (3 copies)
 - c. Preliminary Plans as listed above
 - i. Full size, bound – 2 sets
 - ii. Full size, unbound – 1 set
 - d. Cost estimate with 20% contingency (3 copies)
 - e. Geotech Report – 1 copy
 - f. Electronic copy of total submittal package (1 copy)

Task Three – Final Plans, Specifications and Estimate (90% Plans)

1. RIC will meet with City to discuss Review of Preliminary Plan Package.
2. Acquire Guaranteed Title Report (GTR) documents and produce legal descriptions on City furnished instruments
 - a. Acquire title work to include ownership and encumbrance for all adjacent properties. (Title work shall not be over 180 days)
 - b. Provide legal descriptions for easements on City provided forms and individual tract maps which clearly illustrate property lines, right of ways, existing and proposed easements
 - c. Table listing in square feet all the required temporary construction easements, and permanent easements

3. Develop Final design plans and specifications clearly stamped "Final" or otherwise indicated. A transmittal letter shall accompany this submittal addressing City staff's comments on the preliminary design. The City's project number shall be included upon all plans and correspondence. Prepare final plans which address comments from the city review of preliminary plans as applicable and include:
 - Cover sheet, including abbreviations, legends, and utility contacts
 - General Notes and Quantities
 - Project General Layout, Survey Base Map and Control
 - Demolition Plans
 - Drainage Area Map and Drainage Calculations in tabular format
 - Hydrologic Calculations
 - Inlet design calculations
 - Pipe capacity calculations
 - All hydrology and hydraulic calculations performed to meet City and APWA requirements regarding the 10-year and 100-year return interval events. If hydraulic calculations are too awkward to submit, a detailed narrative may be submitted describing all design assumptions and considerations.
 - Typical Sections
 - Plan and Profile Sheets 1"=20' Horizontal and 1"=10' Vertical showing utility crossings and HGL
 - Grading Sheets (Grading plan and/or cross sections shall be provided which clearly indicate limits of grading. Overflow channels and swales used to accommodate the maximum design storm shall be defined and the effects of velocity/shear determined for cover selection. Cross sections shall be at 1"=20' scale, horizontal and 1"=10' vertical at 50' maximum intervals.)
 - Standard Details
 - Special Details
 - Driveway Profiles (1"=10' scale, horizontal and vertical)
 - Construction Sequence and Traffic Control Plans
 - Traffic Control Details
 - Sediment and Erosion Control Plans (Including landscaping/restoration. Will break into separate sheet if necessary for clarity)
 - Erosion Control Detail Sheets
 - Easement Plans (show easements and all information regarding call-outs and areas including property lines, right of ways, existing and proposed easements, and a table listing in square feet all the required temporary construction easements and permanent easements)
4. Develop Project Specifications utilizing the City Standard Specifications – including measurement and payment section, special provisions and Stormwater Pollution Prevention Plan (SWPPP)
5. Prepare final construction cost estimate based on measured quantities from the plans utilizing available bid tabulation data and engineering judgement.
6. QC Review – The final design, estimate, and specifications will be QC reviewed by the Project Manager for accuracy and completeness prior to submittal.
7. Facilitate utility coordination meeting with Utility Representatives and City Staff.
8. Submit Final Plan Package to City
 - Deliverables:
 - a. Transmittal letter addressing changes from the Preliminary Design Memo to Preliminary Engineering Plans (if applicable) (3 copies)
 - b. Comment resolution memo from the preliminary plan field check and city review (3 copies)
 - c. Preliminary Plans as listed above
 - i. Full size, bound – 2 sets
 - ii. Full size, unbound – 1 set
 - d. Cost estimate with 10% contingency (3 copies)



- e. Geotech Report – 1 copy
- f. Electronic Copy of total submittal package (1 copy)

Task Four – Final Check Set and Construction Bid Documents (100% Plans)

1. RIC will meet with the City to discuss comments on the final plans, specifications and estimate.
2. RIC will prepare presentation materials and attend a public meeting with residents within the project area.
3. RIC will incorporate City comments into the plans for Bidding.
4. RIC will incorporate City comments into the specifications for Bidding.
5. Final Engineer's Opinion of Probable Cost will be prepared.
6. Prepare and submit state and federal permit applications
7. QC Review – The final design, estimate, and specifications will be QC reviewed by the Project Manager for accuracy and completeness prior to submittal.
8. RIC will provide the Final Plans, Specifications, and Estimate to the City for acquisition and bidding.
9. Upon completion of acquisition phase, RIC will incorporate into the drawings the easement acquisition related notes.
10. Deliver Construction Bid Documents
 - a. Deliverables:
 - Final Full Size Construction Plans (2 sets sealed)
 - Final Half Size Construction Plans (2 sets sealed)
 - Final Construction Specifications (Printed and Word Files) (sealed)
 - Final Engineer's Estimate (sealed)
 - Electronic copy of total submittal package

Task Five – Bidding and Construction

1. RIC will respond to Requests for Information (RFI's) during the bid process.
2. RIC will review shop drawings during construction.

Notes

1. No public meetings are included in this scope of services. RIC assistance with a public meeting may be added with a negotiated task order increase at the request of the City.
2. Any changes generated by easement acquisition beyond the hours presented in Exhibit A-1 are not part of this scope and may be added with a negotiated task order increase. Changes that are not covered include alignment changes of the storm sewer, any design of additional structures or infrastructure impacted by changes to final design or easement changes.
3. The City will be responsible for administration of the bidding and construction contract. The consultant may answer technical questions during the bidding phase.
4. Construction inspection services are not included as part of this scope and may be added with a negotiated task order increase at the request of the City.
5. RIC and our sub-consultants are able to provide all insurance coverage as required by the City.
6. Responding to questions from the contractor during construction is not included as part of this scope and may be added with a negotiated task order increase at the request of the City.

Task Six – Additional Services – Sidewalk Gap Closure

As part of RIC's response to the project RFQ, RIC identified gaps in the existing sidewalk system in the project area. As part of this project, RIC is proposing to incorporate design of the sidewalk and associated ADA ramps into these plans in an effort to assist in the City's goal of closing sidewalk gaps throughout the City. The following scope of services is included to supplement the base services outlined above.

1. RIC will develop a concept alignment for the proposed sidewalk and incorporate the alignment into the concept design plans and memo.



2. RIC will incorporate the additional costs for the proposed sidewalk improvements into the concept estimate.
3. RIC will develop preliminary sidewalk plans and estimate and incorporate the plans into the plans outlined above.
4. RIC will develop Final sidewalk plans, specifications, and estimate in incorporate into the overall PS&E outlined above.
5. RIC Project Manager will perform QC reviews during design of the sidewalk improvements.
6. RIC will incorporate any notes from acquisition into the plans and provide bid plans, specifications, and estimate.

Note:

1. The attached fee for this work assumes that all work on the sidewalk will be incorporated into the survey and design process for the rest of the project. Delayed release of this scope of work or request that the sidewalk plans be split into a separate plan set will render the attached proposed fee invalid and require an updated cost estimate to be provided.

Description		Project Manager - PE	Project Engineer - PE	Project Engineer	Design Engineer	Technician	PLS	Survey Crew	Total Hrs
Bundschu Regional Detention Basin Project									
TASK ONE	SURVEY AND DATA COLLECTION AND CONCEPT DESIGN								
1.01	Topographic and Boundary Survey					24	8	32	64
1.02	Utility Coordination		2			8			10
1.03	Geotech Analysis		2						2
1.04	Develop Conceptual Plan and Hydrologic/Hydraulic Model		8	16	8	32			64
1.05	Prepare Design Memo		4	8	8	8			28
1.06	Develop Conceptual Cost Estimate			4					4
1.07	QC Review	8							8
1.08	Submit Concept Plan, Design Memo, and Estimate	2							2
1.09	Field Check and Utility Coordination Meeting	6	6					4	16
TASK TWO	PRELIMINARY PLANS (60% Plans)								
2.01	Update Hydraulic and Hydrologic Model from Concept Plan		8	24					32
2.02	Develop Preliminary Plans		8	16	16	40			80
2.03	Develop Preliminary Estimate		1	4					5
2.04	Determine need for Easements		1	2					3
2.05	QC Review	8							8
2.06	Submit Preliminary Plans to City	1	2	2					5
TASK THREE	FINAL DESIGN (90% Plans)								
3.01	Meet to discuss comments on Plans and Estimate	3	3						6
3.02	Order GTRs, Develop Tract Maps and Legal Descriptions		2			16	8		26
3.03	Develop Final Plans		8	16	32	32			88
3.04	Prepare Specifications Package		2	16					18
3.05	Prepare Final Cost Estimate			2					2
3.06	QC Review	8							8
3.07	Facilitate Utility Coordination Meeting	3	3						6
3.08	Submit Final Plans, Specifications and Estimate	2	2	2					6
TASK FOUR	BID PLANS, SPECIFICATIONS, AND ESTIMATE								
4.01	Meet to discuss comments on Plans and Estimate	3	3						6
4.02	Facilitate and Attend Public Meeting	8	8			8			24
4.03	Incorporate City Comments into Plans		4	8	8	16			36
4.04	Incorporate City Comments into Specifications			4					4
4.05	Revise Estimate based on Final Plans		2	4					6
4.06	Develop SWPPP and Submit Land Disturbance Permit		1	8					9
4.07	QC Review	4							4
4.08	Submit Final Plans, Specifications and Estimate for Acquisition and Bidding	1							
4.09	Update Plans with notes from Acquisition	4	8			8			
4.10	Submit Bid Plans, Specifications, and Estimate	1	2	2					5
TASK FIVE	BIDDING AND CONSTRUCTION ASSISTANCE								
5.01	Answer RFIs during Bidding and Construction	4		4					8
5.02	Review Shop Drawings		4	4					8
TASK SIX	ADDITIONAL SERVICES - SIDEWALK GAP CLOSURE								
6.01	Incorporate Concept Alignment into Concept Plans	1	2	2		12	2	4	23
6.02	Incorporate Concept Sidewalk into Estimate		1	1					2
6.03	Develop Preliminary Sidewalk Plans and Estimate		4	8		16			28
6.04	Develop Final Sidewalk Plans, Specs and Estimate		2	2		8			12
6.05	QC Review	2							2
6.06	Submit Sidewalk Bid Plans, Specifications, and Estimate	2	2	2		4			10
Total Hours for Plans Special Provisions and Estimate		71	105	161	72	232	18	40	678

Labor Rate	\$ 190.00	\$ 175.00	\$ 165.00	\$ 100.00	\$ 115.00	\$ 200.00	\$ 215.00
-------------------	------------------	------------------	------------------	------------------	------------------	------------------	------------------

Task One - Survey And Data Collection And Concept Design	\$ 3,040.00	\$ 3,850.00	\$ 4,620.00	\$ 1,600.00	\$ 8,280.00	\$ 1,600.00	\$ 7,740.00	\$ 30,730.00
Task Two - Preliminary Plans (60% Plans)	\$ 1,710.00	\$ 3,500.00	\$ 7,920.00	\$ 1,600.00	\$ 4,600.00	\$ -	\$ -	\$ 19,330.00
Task Three - Final Design (90% Plans)	\$ 3,040.00	\$ 3,500.00	\$ 5,940.00	\$ 3,200.00	\$ 5,520.00	\$ 1,600.00	\$ -	\$ 22,800.00
Task Four - Bid Plans, Specifications, And Estimate	\$ 3,990.00	\$ 4,900.00	\$ 4,290.00	\$ 800.00	\$ 3,680.00	\$ -	\$ -	\$ 17,660.00
Task Five - Bidding And Construction Assistance	\$ 760.00	\$ 700.00	\$ 1,320.00	\$ -	\$ -	\$ -	\$ -	\$ 2,780.00
Total RIC Labor - Base Services	\$ 93,300.00							
Task Six - Additional Services - Sidewalk Gap Closure	\$ 950.00	\$ 1,925.00	\$ 2,475.00	\$ -	\$ 4,600.00	\$ 400.00	\$ 860.00	\$ 11,210.00
Total RIC Labor - All Services	\$ 104,510.00							

Expenses And Subconsultant Fees	
Mileage and Miscellaneous Expenses	\$1,000.00
Geotech	\$33,200.00
Title Reports (5 Reports @ \$150 each)	\$750.00
Total Expenses and Subconsultant Fees	\$34,950.00

Total Base Fee	\$ 128,250.00
-----------------------	----------------------

Total Fee with Additional Services	\$ 139,460.00
---	----------------------

April 21, 2025

Proposal QTB213333 Revision 1

Mr. Vincent Zink, PE
Renaissance Infrastructure Consulting
8653 Penrose Lane
Lenexa, KS 66219

Re: Proposal for a Geotechnical Evaluation
Bundschu Regional Detention Basin
18414 E. Bundschu Road
Independence, Missouri

Dear Mr. Zink:

Braun Intertec Corporation respectfully submits this proposal to complete a geotechnical evaluation for the Bundschu Regional Detention Basin at the referenced site. Our proposal includes a summary of our understanding of the project, scope of services we will provide, an estimate of our fees and schedule, and request for authorization.

Project Information

Per the RFP prepared by the City of Independence, Missouri and provided by Renaissance Infrastructure Consulting (RIC) on March 18, 2025, we understand that stability and seepage analyses are required for a planned detention basin on the northside of Bundschu Road as the roadway embankment acts as a dam for temporary storage. The roadway embankment has a proposed maximum height of 12 feet with 2 feet of freeboard and a to-be-confirmed length. Additionally, on April 2, 2025, Mr. Ted Martin requested subsurface exploration in the proposed basin and/or in a potential borrow area southwest of the proposed basin. The City of Independence plans to clear underbrush for drill rig access.

If our understanding of the proposed project is incorrect, please contact us so we can recommend adjustments to your requested scope of services.

Purpose

The purpose of our geotechnical evaluation will be to characterize subsurface geologic conditions at selected exploration locations, evaluate their impact on the project, and provide geotechnical recommendations for the stability of the roadway embankment.

Scope of Services

We propose the following tasks to help achieve the stated purpose. If we encounter unfavorable or unforeseen conditions during the completion of our tasks that lead us to recommend an expanded scope of services, we will contact you to discuss the conditions before resuming our services. Our scope of services does not include any environmental assessment or investigation for the presence of hazardous

or toxic materials in the soil, surface water, groundwater, or air, on or below or around this site. If requested, we can provide these services for an additional fee.

Site Access

Based on a site visit conducted on April 8, 2025 with Mr. Vince Zink of RIC, it appears that the site will require an ATV mounted drill rig to access borings located in the potential borrow area. The City of Independence plans to clear underbrush for drill rig access. We assume there will be no cause for delays in accessing the exploration locations. We are not including tree clearing, debris or obstruction removal, grading of navigable paths, or snow plowing.

Our drilling activities may also impact the vegetation and may rut the surface to access boring locations. Restoration of vegetation and turf is not part of our scope of services.

Staking

We will estimate coordinates of prospective subsurface exploration locations using publicly available geographic information systems, such as Google Earth. In addition, we will record ground surface elevations using GPS equipment. The GPS equipment has horizontal and vertical accuracies of approximate 3 feet and 1/2 foot, respectively. If the project team desires more precise boring locations and elevations, we recommend the project surveyor stake and survey the boring locations and determine ground surface elevations.

Depending on access requirements, ground conditions or potential utility conflicts, our field crew may alter the exploration locations from those proposed to facilitate accessibility.

Utility Clearance

Prior to drilling or excavating, our drilling subcontractor will contact Missouri State One Call and arrange for notification of the appropriate utility vendors to mark and clear the exploration locations of public underground utilities. You, or your authorized representative, are responsible to notify us before we begin our work of the presence and location of any underground objects or private utilities that are not the responsibility of public agencies.

We will not be liable for any damages resulting from unidentified or misidentified underground objects or utilities. Further, we reserve the right to stop work if underground objects or utilities are suspected or known to exist, but locations cannot be accurately determined.

Permits

We will obtain a right-of-way permit with the City of Independence prior to beginning our fieldwork. We assume the City will waive permit fees as we will be completing the work for the City.

Prior to commencing with field work, we assume others will obtain permits or written permission from property owners for proposed explorations located outside of the public right-of-way.

Traffic Control

Based on aerial images from Google Earth we anticipate performing the borings within the existing drive lane and roadway shoulder. We also anticipate the exploration locations will require a lane closure along

the eastbound Bundschu Road alignment between N. Arapaho Street and N. Cochise Avenue to alert motorists to our work area. We are including fees for a subcontractor to provide signage and three flaggers for closure of eastbound Bundschu for a period of 1 day.

Standard Penetration Test Borings

Per Figure 1, we propose to drill 7 standard penetration test borings for the project – two to a depth of 20 feet (Borings B-01 and B-04), two to 30 feet (Borings B-02 and B-03) and three to 10 feet (Borings B-05 through B-07). Unless otherwise noted, we may also terminate the borings at auger refusal or after two consecutive standard penetration tests of 50 blows with 6 inches or less penetration.

Figure 1. Proposed Boring Locations



We will sample the soil using a combination of Shelby tube (ASTM D1587) and split-barrel (ASTM D1586) sampling procures, generally obtaining two samples in the top 5 feet and one sample every 5 feet thereafter. We will also observe auger cuttings between sampling depths. All field work will be supervised on site by a Braun Intertec field engineer or geologist.

If the intended boring depths do not extend through unsuitable material, we will extend the borings at least 5 feet into suitable material at greater depths. The additional information will help evaluate such issues as slope stability. If we identify a need for deeper (or additional) borings, we will contact you prior to increasing our total estimated drilled footage and submit a Change Order summarizing the anticipated additional effort and the associated cost, for your review and authorization.

Groundwater Measurements

If the borings encounter groundwater during or immediately after drilling of each boring, we will record the observed depth on the boring logs.

Borehole Abandonment

We will backfill our exploration locations immediately after completing the drilling at each location per Missouri regulations. In accordance with these regulations, we currently do not anticipate having to seal any of the boreholes. Upon backfilling exploration locations, we will fill holes in pavements with a temporary patch.

Over time, subsidence of borehole backfill may occur, requiring releveling of surface grades or replacing bituminous or concrete patches. We are not assuming responsibility for re-leveling or re-patching after we complete our fieldwork.

Sample Review and Laboratory Testing

We will return recovered samples to our laboratory, where a geotechnical engineer will visually classify and log them. To help classify the materials encountered and estimate the engineering properties necessary to our analyses, we have budgeted to perform the laboratory tests summarized in Table 1.

Table 1. Laboratory Tests

Test Name	Number of Tests	ASTM Test Method	Purpose
Moisture content	25	D2216	Soil classification, moisture condition, and engineering properties
Unit weight	8	D7263	Wet and dry unit weight for use in stability models
Unconfined compression on soil	4	D2166	Evaluate undrained shear strength for stability models
Atterberg limits	11	D4318	Soil classification and aid in estimation of engineering parameters
Sieve-hydrometer analysis	2	D422	Soil classification using sieves for gravel- and sand-sized fractions and hydrometer for silt- and clay-sized fractions
Consolidated-undrained triaxial shear strength	1	D4767	Soil properties for slope stability evaluations
Standard Proctor	5	D698	Maximum dry density and optimum moisture content of soil
Fall Head permeability	1	D5084	Hydraulic conductivity for clay sample
Constant Head Permeability	1	D2434	Hydraulic conductivity for coarse-grained sample

We will determine the actual laboratory testing for the project depending on the encountered subsurface conditions. If we identify a laboratory testing program that exceeds the budget included in

this proposal but provides additional value to the project, we will request authorization for the additional fees through a Change Order.

Engineering Analyses and Report Preparation

We will use data obtained from the subsurface exploration and laboratory tests to evaluate the subsurface profile and groundwater conditions, and to perform engineering stability analyses related to one cross section. We will prepare a report by, or under the direction of a Missouri Professional Engineer that will include the following items.

- A CAD sketch showing the exploration locations.
- Logs of the boreholes describing the materials encountered and presenting the results of our groundwater measurements and laboratory tests.
- A summary of the subsurface profile and groundwater conditions.
- Discussion identifying the subsurface conditions that will impact design and construction.
- Discussion regarding the reuse of on-site materials during construction.
- Results of our stability analysis, transient analysis, and seepage analysis at one cross section. Cross sections in PDF format will be provided by RIC.

We will only submit an electronic copy of our report to you unless you request otherwise. At your request, we can also send the report to additional project team members.

Schedule

We anticipate performing our work according to the following schedule.

- Drill rig mobilization – within about 3 to 4 weeks following receipt of written authorization.
- Field exploration – 2 days on site to complete the work.
- Classification and laboratory testing – within 3 to 4 weeks after completion of field exploration.
- Final report submittal – within 6 to 8 weeks after completing our fieldwork (assuming timely receipt of cross section data for analysis).

If we cannot complete our proposed scope of services according to this schedule due to circumstances beyond our control, we may need to revise this proposal prior to completing the remaining tasks.

Fees

We will furnish the services described in this proposal for a lump sum fee of \$33,200, which includes 8 hours of meeting time. Additional requests for meetings, consulting or modifications to the report will be billed at a rate of \$205 per hour. Please note that our drilling/field services were budgeted to occur within our normal work hours of 7:00 a.m. to 5:00 p.m., Monday through Friday. If conditions occur that require us to work outside of these hours, we will request additional fees to cover our additional overtime costs. Table 2 provides a breakdown of the proposed fees.

Table 2. Proposed Fee Breakdown

Service	Fee
Staking, Utility Clearance, Field Logging	\$3,980
Traffic Control Services w/ Flaggers (1 day)	\$5,750
Drilling	\$4,070
Laboratory Testing	\$6,030
Coordination, Engineering Analysis, and Report	\$13,370
Total	\$33,200

Our work may extend over several invoicing periods. As such, we will submit partial progress invoices for work we perform during each invoicing period.

Additional Services

For this project, we consider the following items additional services.

- We will charge costs for site clearing and/or towing (if necessary) at a rate of 1.15 times the actual cost.
- Stand-by time (defined as time spent by our field crew due to circumstances that are beyond the control of our field crew and engineer/geologist or their equipment, or beyond the scope of services indicated above), will be charged a rate of \$400 per hour.
- If we extend borings beyond their planned depths, or if you request additional borings, we will charge for the additional drilling at a rate of \$35 per foot of soil drilling and \$65 per foot of rock coring.
- In addition to the 8 hours budgeted for meetings, we will charge additional engineering time to attend meetings and conference calls, or consultation time after submittal of our report at \$205 per hour.
- We will charge overtime rates if you require drilling or field services outside our normal work hours of 7:00 a.m. to 5:00 p.m., Monday through Friday.

General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. Please sign and return a copy to us in its entirety.

We based the proposed fee on the scope of services described and the assumption that you will authorize our services within 30 days and that others will not delay us beyond our proposed schedule.

We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Seth Scheilz at 660.200.6740 (sscheilz@braunintertec.com).

Sincerely,

BRAUN INTERTEC CORPORATION



Seth D. Scheilz, PE
Senior Geotechnical Engineer



Charles D. Hubbard
Associate Director, Principal Consultant

Attachments:
General Conditions (11/4/24)

The proposal is accepted, and you are authorized to proceed.

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date

SECTION 1: AGREEMENT

1.1 Agreement. This agreement consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between Consultant and Client and supersedes all prior negotiations, representations or agreements, either written or oral.

1.2 Parties to the Agreement. The parties to this Agreement are the Braun Intertec entity ("Consultant") and the client ("Client") as described in the accompanying written proposal or authorization. Consultant and Client may be individually referred to as a Party or collectively as the Parties.

SECTION 2: SCOPE OF SERVICES

2.1 Services. Consultant will provide services ("Services") in connection with the project ("Project") which are specifically described in this Agreement. Client understands and agrees that Consultant's Services are limited to those which are expressly set forth in this Agreement.

2.2 Additional Services. Any Services not specifically set forth in the Agreement constitute "Additional Services." Additional Services must be agreed upon in writing by the Parties prior to performance of the Additional Services and may entitle Consultant to additional compensation and schedule adjustments. Additional compensation will be based upon Consultant's then current rates and fees.

SECTION 3: PERFORMANCE OF SERVICES

3.1 Standard of Care. Consultant will perform its professional Services consistent with the degree of care and skill exercised by members of Consultant's profession performing under similar circumstances at the same time and in the same locality in which the professional Services are performed. CONSULTANT DISCLAIMS ALL STATUTORY, ORAL, WRITTEN, EXPRESS, AND IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR PERFORMANCE OF SERVICES IN A GOOD AND WORKMANLIKE MANNER.

3.2 Written Reports and Findings. Unless otherwise agreed in writing, Consultant's findings, opinions, and recommendations will be provided to Client in writing and may be delivered via electronic format. Client agrees not to rely on oral findings, opinions, or recommendations.

3.3 Observation or Sampling Locations. Locations of field observations or sampling described in Consultant's report or shown on Consultant's sketches reference Project plans or information provided by others or estimates made by Consultant's personnel. Consultant will not survey, set, or check the accuracy of those points unless Consultant accepts that duty in writing. Client agrees that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. Client accepts the inherent risk that samples or observations may not be representative of items not sampled or seen and further that site conditions may vary over distance or change over time.

3.4 Project Site Information. Client will provide Consultant with prior environmental, geotechnical and other reports, specifications, plans, and information to which Client has access about the Project site and which are necessary for Consultant to carry out Consultant's Services. Client agrees to provide Consultant with all plans, changes in plans, and new information as to Project site conditions until Consultant has completed its Services.

3.5 Subsurface Objects. To the extent required to carry out Consultant's Services, Client agrees to provide Consultant, in a timely manner, with information that Client has regarding buried objects at the Project site. Consultant will not be responsible for locating buried objects or utilities at the Project site unless expressly set forth in this Agreement, or expressly required by applicable law. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from claims, damages, losses, penalties and expenses (including attorney fees) involving buried objects or utilities that were not properly marked or identified or of which Client had or should have had knowledge but did not timely notify Consultant or correctly identify on the plans Client or others furnished to Consultant. Consultant, from time to time, may hire a third party to locate underground objects or utilities and, unless otherwise expressly stated in this Agreement, such action shall be for the sole benefit of Consultant and in no way will alleviate Client of its responsibilities hereunder.

3.6 Hazardous Materials. Client will notify Consultant of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any Project site or in any sample or material provided to Consultant. Client agrees to provide Consultant with information in Client's possession or control relating to such samples or materials. If Consultant observes or suspects the presence of contaminants not anticipated in this Agreement, Consultant may terminate Services without liability to Client or to others, and Client will compensate Consultant for fees earned and expenses incurred up to the time of termination.

3.7 Supervision of Others. Consultant shall have no obligation to supervise or direct Client's representatives, contractors, or other third parties retained by Client. Consultant has no authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Client, Client's representatives, contractors, or other third parties retained by Client.

3.8 Safety. Consultant will provide a health and safety program for its employees as well as reasonable personal protective equipment ("PPE") typical for the performance of the Services provided by this Agreement and as required by law. Consultant shall be entitled to compensation for all extraordinary PPE required by Client. Client will provide, at no cost to

Consultant, appropriate Project site safety measures which are necessary for Consultant to perform its Services at the Project location or work areas in connection with the Project. Consultant's employees are expressly authorized by Client to refuse to work under conditions that may, in an employee's sole discretion, be unsafe. Consultant shall have no authority over or be responsible for the safety precautions and programs, or for security, at the Project site (except with respect to Consultant's own Services and those of its subconsultants).

3.9 Project Site Access and Damage. Client will provide or ensure access to the site. In the performance of Services some Project site damage is normal even when due care is exercised. Consultant will use reasonable care to minimize damage to the Project site. Unless otherwise expressly stated in this Agreement, the cost of restoration for such damage has not been included in the estimated fees and will be the responsibility of the Client.

3.10 Monitoring Wells. To the extent applicable to the Services, monitoring wells are Client's property, and Client is responsible for monitoring well permitting, maintenance, and abandonment unless otherwise expressly set forth in this Agreement.

3.11 Contaminant Disclosures Required by Law. Client agrees to make all disclosures related to the discovery or release of contaminants that are required by law. In the event Client does not own the Project site, Client acknowledges that it is Client's duty to inform the owner of the Project site of the discovery or release of contaminants at the site. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from claims, damages, penalties, or losses and expenses, including attorney fees, related to Client's failure to make any disclosure required by law or for failing to make the necessary disclosure to the owner of the Project site.

SECTION 4: SCHEDULE

4.1 Schedule. Consultant shall complete its obligations within a reasonable time and shall make decisions and carry out its responsibilities in a manner consistent with the Standard of Care. Specific periods of time for rendering Services or specific dates by which Services are to be completed are provided in this Agreement. If Consultant is delayed in the performance of the Services by actions, inactions, or neglect of Client or others for whom Client is responsible, by changes ordered in the Services, or by other causes beyond the control of Consultant, including force majeure events, then the time for Consultant's performance of Services shall be extended and Consultant shall receive payment for all expenses attributable to the delay in accordance with Consultant's then current rates and fees.

4.2 Scheduling On-Site Observations or Services. To the extent Consultant's Services require observations, inspections, or testing be performed at the Project site, Client understands and agrees that Client, directly or indirectly through its authorized representative, has the sole right and responsibility to determine and communicate to Consultant the scheduling of observations, inspections, and testing performed by Consultant. Accordingly, Client also acknowledges that Consultant bears no responsibility for damages that may result because Consultant did not perform such observations, inspections, or testing that Client failed to request and schedule. Client understands that the scheduling of observations, inspections, or testing will dictate the time Consultant's field personnel spend on the job site and agrees to pay for all services provided by Consultant due to Client's scheduling demands in accordance with Consultant's then current rates and fees.

SECTION 5: COST AND PAYMENT OF SERVICES

5.1 Cost Estimates. Consultant's price or fees provided for in this Agreement are an estimate and are not a fixed amount unless otherwise expressly stated in this Agreement. Consultant's estimated fees are based upon Consultant's experience, knowledge, and professional judgment as well as information available to Consultant at the time of this Agreement. Actual costs may vary and are not guaranteed or warranted.

5.2 Payment. Consultant will invoice Client on a monthly basis for Services performed. Client will pay for Services as stated in this Agreement together with costs for Additional Services or costs otherwise agreed to in writing within thirty (30) days of the invoice date. Unless otherwise stated in this Agreement or agreed to in writing, Consultant's costs for all services performed will be based upon Consultant's then current rates, fees, and charges. No retainage shall be withheld by Client. All unpaid invoices will incur an interest charge of 1.5% per month or the maximum allowed by law.

5.3 Other Payment Conditions. Consultant will require Client credit approval and Consultant may require payment of a retainer fee. Client agrees to pay all applicable taxes. Client's obligation to pay for Services under this Agreement is not contingent on Client's ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, Client's successful completion of any project, receipt of payment from a third party, or any other event.

5.4 Third Party Payment. Provided Consultant has agreed in writing, Client may request Consultant to invoice and receive payment from a third party for Consultant's Services. Consultant, in its sole discretion, may also require the third party to provide written acceptance of all terms of this Agreement. Neither payment to Consultant by a third party nor a third party's written acceptance of all terms of this Agreement will alter Client's rights and responsibilities under this Agreement. Client expressly agrees that the Agreement contains sufficient consideration notwithstanding Consultant being paid by a third party.

5.5 Non-Payment. If Client does not pay for Services in full as agreed, Consultant may retain work not yet delivered to Client and Client agrees to return all Project Data (as defined in this Agreement) that may be in Client's possession or under Client's control. If Client fails to pay Consultant in accordance with this Agreement, such nonpayment shall be considered a

default and breach of this Agreement for which Consultant may terminate for cause consistent with the terms of this Agreement and without liability to Client or to others. Client will compensate Consultant for fees earned and expenses incurred up to the time of termination. Client agrees to be liable to Consultant for all costs and expenses Consultant incurs in the collection of amounts invoiced but not paid, including but not limited to attorney fees and costs.

SECTION 6: OWNERSHIP AND USE OF DATA

6.1 Ownership. All reports, notes, calculations, documents, and all other data prepared by Consultant in the performance of the Services ("Project Data") are instruments of Consultant's Services and are the property of Consultant. Consultant shall retain all common law, statutory and other reserved rights, including the copyright thereto, of Project Data.

6.2 Use of Project Data. The Project Data of this Agreement is for the exclusive purpose disclosed by Client and, unless agreed to in writing, for the exclusive use of Client. Client may not use Project Data for a purpose for which the Project Data was not prepared without the express written consent of Consultant. Consultant will not be responsible for any claims, damages, or costs arising from the unauthorized use of any Project Data provided by Consultant under this Agreement. Client agrees to hold harmless, defend and indemnify Consultant from any and all claims, damages, losses, and expenses, including attorney fees, arising out of such unauthorized use.

6.3 Samples, Field Data, and Contaminated Equipment. Samples and field data remaining after tests are conducted, as well as field and laboratory equipment that cannot be adequately cleansed of contaminants, are and continue to be the property of Client. Samples may be discarded or returned to Client, at Consultant's discretion, unless within fifteen (15) days of the report date Client gives Consultant written direction to store or transfer the samples and materials. Samples and materials will be stored at Client's expense.

6.4 Data Provided by Client. Electronic data, reports, photographs, samples, and other materials provided by Client or others may be discarded or returned to Client, at Consultant's discretion, unless within 15 days of the report date Client gives Consultant written direction to store or transfer the materials at Client's expense.

SECTION 7: INSURANCE

7.1 Insurance. Consultant shall keep and maintain the following insurance coverages:

- a. Workers' Compensation: Statutory
- b. Employer's Liability: \$1,000,000 bodily injury, each accident | \$1,000,000 bodily injury by disease, each employee | \$1,000,000 bodily injury/disease, aggregate
- c. General Liability: \$1,000,000 per occurrence | \$2,000,000 aggregate
- d. Automobile Liability: \$1,000,000 combined single limit (bodily injury and property damage)
- e. Excess Umbrella Liability: \$5,000,000 per occurrence | \$5,000,000 aggregate
- f. Professional Liability: \$2,000,000 per claim | \$2,000,000 aggregate

7.2 Waiver of Subrogation. Client and Consultant waive all claims and rights of subrogation for losses arising out of causes of loss covered by the respective insurance policies.

7.3 Certificate of Insurance. Consultant shall furnish Client with a certificate of insurance upon request.

SECTION 8: INDEMNIFICATION, CONSEQUENTIAL DAMAGES, LIABILITY LIMITS

8.1 Indemnification. Consultant's only indemnification obligation shall be to indemnify and hold harmless the Client, its officers, directors, and employees from and against those damages and costs incurred by Client or that Client is legally obligated to pay as a result of third party tort claims, including for the death or bodily injury to any person or for the destruction or damage to any property, but only to the extent proven to be directly caused by the negligent act, error, or omission of the Consultant or anyone for whom the Consultant is legally responsible. This indemnification provision is subject to the Limitation of Liability set forth in this Section 8.

8.2 Intellectual Property. Client agrees to indemnify Consultant against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by Client or others on behalf of Client.

8.3 Mutual Waiver of Consequential Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREUNDER, NEITHER CONSULTANT NOR CLIENT SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, PUNITIVE, INDIRECT, INCIDENTAL OR SPECIAL DAMAGES, OR LOSS OF USE OR RENTAL, LOSS OF PROFIT, LOSS OF BUSINESS OPPORTUNITY, LOSS OF PROFIT OR REVENUE OR COST OF FINANCING, OR OTHER SUCH SIMILAR AND RELATED DAMAGE ASSERTED IN THIRD PARTY CLAIMS, OR CLAIMS BY EITHER PARTY AGAINST THE OTHER.

8.4 Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY IN THE AGGREGATE OF CONSULTANT, CONSULTANT'S OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, TO CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT FOR ANY CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED CONSULTANT'S PERFORMANCE OF THE SERVICES OR THIS AGREEMENT, FROM ANY CAUSE OR CAUSES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, PROFESSIONAL ERRORS AND OMISSIONS,

STRICT LIABILITY, BREACH OF CONTRACT, INDEMNIFICATION OBLIGATIONS OR BREACH OF WARRANTY, SHALL NOT EXCEED THE TOTAL COMPENSATION RECEIVED BY CONSULTANT OR \$50,000, WHICHEVER IS GREATER.

SECTION 9: MISCELLANEOUS PROVISIONS

9.1 Services Prior to Agreement. Directing Consultant to commence Services prior to execution of this Agreement constitutes Client's acceptance of this unaltered Agreement in its entirety.

9.2 Confidentiality. To the extent Consultant receives Client information identified as confidential, Consultant will not disclose that information to third parties without Client consent. Additionally, any Project Data prepared in performance of the Services will remain confidential and Consultant will not release the reports to any third parties not involved in the Project. Neither of the aforesaid confidentiality obligations shall apply to any information in the public domain, information lawfully acquired from others on a nonconfidential basis, or information that Consultant is required by law to disclose.

9.3 Relationship of the Parties. Consultant will perform Services under this Agreement as an independent contractor, and its employees will at all times be under its sole discretion and control. No provision in this Agreement shall be deemed or construed to create a joint venture, partnership, agency or other such association between the Parties.

9.4 Resource Conservation and Recovery Act. To the extent applicable to the Services, neither this Agreement nor the providing of Services will operate to make Consultant an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation and Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous substances. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from any claims, damages, penalties or losses resulting from the storage, removal, hauling or disposal of such substances.

9.5 Services in Connection with Legal Proceedings. Client agrees to compensate Consultant in accordance with its then current fees, rates, or charges if Consultant is asked or required to respond to legal process arising out of a proceeding related to the Project and as to which Consultant is not a party.

9.6 Assignment. This Agreement may not be assigned by Consultant or Client without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

9.7 Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended, or will be construed, to confer upon or give any person or entity other than Consultant and Client, and their respective permitted successors and assigns, any rights, remedies, or obligations under or by reason of this Agreement.

9.8 Termination. This Agreement may be terminated by either Party for cause upon seven (7) days written notice to the other Party. Should the other Party fail to cure and perform in accordance with the terms of this Agreement within such seven-day period, the Agreement may terminate at the sole discretion of the Party that provided the written notice. The Client may terminate this Agreement for its convenience. If Client terminates for its convenience, then Consultant shall be compensated in accordance with the terms hereof for Services performed, reimbursable costs and expenses incurred prior to the termination, and reasonable costs incurred as a result of the termination.

9.9 Force Majeure. Neither Party shall be liable for damages or deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations (other than the payment of money) results, without its fault or negligence, from any cause beyond its reasonable control, including but not limited to acts of God, acts of civil or military authority, embargoes, pandemics, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, adverse weather conditions, strikes or lock-outs, declared states of emergency, and changes in laws, statutes, regulations, or ordinances.

9.10 Disputes, Choice of Law, Venue. In the event of a dispute and prior to exercising rights at law or under this Agreement, Consultant and Client agree to negotiate all disputes in good faith for a period of 30 days from the date of notice of such dispute. This Agreement will be governed by the laws and regulations of the state in which the Project is located and all disputes and claims shall be heard in the state or federal courts for that state. Client and Consultant each waive trial by jury.

9.11 Individual Liability. No officer or employee of Consultant, acting within the scope of employment, shall have individual liability for any acts or omissions, and Client agrees not to make a claim against any individual officers or employees of Consultant.

9.12 Severability. Should a court of law determine that any clause or section of this Agreement is invalid, all other clauses or sections shall remain in effect.

9.13 Waiver. The failure of either Party hereto to exercise or enforce any right under this Agreement shall not constitute a release or waiver of the subsequent exercise or enforcement of such right.

9.14 Entire Agreement. The terms and conditions set forth herein constitute the entire understanding of the Parties relating to the provision of Services by Consultant to Client. This Agreement may be amended only by a written instrument signed by both Parties. In the event Client issues a purchase order or other documentation to authorize Consultant's Services, any conflicting or additional terms of such documentation are expressly excluded from this Agreement.

**CONTRACT FOR
PROFESSIONAL SERVICES**

This contract, made by and between the City of Independence, Missouri (hereinafter called City) and,
Renaissance Infrastructure Consulting, a Corporation (hereinafter called consultant).

WITNESSETH:

WHEREAS, City requires Engineering Design services and,
WHEREAS, consultant is prepared to provide said professional services and shall give consultation and
advice to City during the performance of said services;

NOW THEREFORE, City and Consultant in consideration of the mutual covenants contained in this
contract, agree as follows:

ARTICLE 1 – EFFECTIVE DATE

The effective date of this contract shall be TBD.

ARTICLE 2 – SERVICES TO BE PERFORMED BY CONSULTANT

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

ARTICLE 3 – PERIOD OF SERVICE

The services shall be completed by TBD.

ARTICLE 4 – COMPENSATION

For services performed, the City shall pay the consultant, an amount not to exceed
\$139,460.

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

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

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

ARTICLE 5 – PERMITS AND LICENSES

The consultant shall procure all necessary local construction permits and licenses and a City of
Independence occupation license, unless exempt under state law. Consultant will abide by all applicable
laws, regulations, and ordinances of all federal, state, and local governments in which work under this
contract is performed, and will require the same of all sub-consultants. The consultant must furnish and
maintain certification of authority to conduct business in the State of Missouri.

ARTICLE 6 – OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

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

ARTICLE 7 – CHANGES, DELETIONS, OR ADDITIONS TO CONTRACT

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

ARTICLE 8 – STANDARD OF CARE

Consultant shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily possessed and exercised by a peer professional under similar circumstances.

ARTICLE 9 – 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.

Notwithstanding any other provision of the contract to the contrary, the City agrees to limit the Consultant's liability to the city and to all persons having contractual relationships with the City to three (3x) times the total compensation set forth under the applicable purchase order, except to the extent finally determined to have resulted from the willful misconduct or fraudulent behavior of Consultant and Consultant's employees relating to such Services. Neither the City nor the Consultant nor either party's suppliers, agents, officers, and directors shall have any liability regardless of the theory of recovery, including breach of contract or negligence, to the other party or any other person or entity for any indirect, incidental, special, or consequential damages, cost or expense whatsoever, including but not limited to loss of revenue or profit, whether actual or anticipated, loss of use, failure to realize anticipated savings, loss of or damage to data or other commercial or economic loss, except to the extent finally determined to have resulted from the willful misconduct or fraudulent behavior of Consultant and Consultant's employees relating to such Services. This waiver of consequential damages is made regardless that (i) either party has been advised of the possibility of such damages and (ii) that such damages may be foreseeable.

ARTICLE 10 – INSURANCE

Architect, Engineering, and Survey Services

The Consultant shall procure and maintain insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the materials, equipment or supplies provided to

the City. The insurer(s) must be licensed for business in the State of Missouri and maintain an A.M. Best rating of no less than A: VII; or an insurer approved by the City. Each policy requires a minimum cancellation notification of at least thirty (30) days' advance written notice to the City.

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

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

(3) Automobile Liability Insurance, with bodily injury limits of \$1,000,000 for each person and \$1,000,000 for each accident, and with property damage limits of \$1,000,000 for each accident.

The 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.

WORKER'S COMPENSATION

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

ARTICLE 11 – SHIPPING, TITLE AND RISK OF LOSS

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

ARTICLE 12 – DELAY IN PERFORMANCE

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

ARTICLE 13 – TERMINATION

City may terminate or suspend performance of this contract for City's convenience upon written notice to consultant. Consultant shall terminate or suspend performance of the services on a schedule acceptable to City. If termination or suspension is for City's convenience, City shall pay consultant for all

the services performed till the date of the termination by the City or suspension expenses. If contract is restarted, an equitable adjustment shall be made to consultant's compensation.

This contract may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this contract. The nonperforming party shall have 15 calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party. In the event that funding for the contract is discontinued, City shall have the right to terminate this contract immediately upon written notice to consultant.

ARTICLE 14 – WAIVER

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

ARTICLE 15 – SEVERABILITY

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

ARTICLE 16 – SUCCESSORS AND ASSIGNS

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

ARTICLE 17 – ASSIGNMENT

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

ARTICLE 18 – THIRD PARTY RIGHTS

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

ARTICLE 19 – INDEPENDENT CONSULTANTS

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

ARTICLE 20 – AUDIT

Consultant agrees that the City, or a duly authorized representative, shall, until the expiration of three (3) years after final payment under this contract have access to and the right to examine and copy any

pertinent books, documents, papers, records, or electronic records of the consultant involving transactions related to this contract.

ARTICLE 21 – EQUAL EMPLOYMENT OPPORTUNITY

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

The consultant will not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, national origin or any other legally protected category. The consultant will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, age, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

The consultant will, in all solicitations or advertisements for employees placed by or on behalf of the consultant, state that all qualified applicants will receive consideration for employment without regard to race, age, color, religion, sex, or national origin.

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

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

The consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his or her books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the consultant's noncompliance with the non-discrimination clauses of this contract or purchase order with any of the said rules, regulations, or orders, this contract or purchase order may be canceled, terminated, or suspended in whole or in part, and the organization may be declared ineligible for any further government contracts or purchase order or federally assisted contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The consultant will include the entire text of this Equal Employment Opportunity section and its subsections in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-consultant or vendor. The consultant will take such action with respect to any sub-consultant or purchase order as the City may direct as a means of enforcing such provisions, including sanctions of noncompliance; provided, however, that in the event a consultant becomes involved in, or is threatened with litigation with a sub-consultant or vendor as a

result of such direction by the City, the consultant may request the United States to enter into such litigation to protect the interest of the United States.

ARTICLE 22 – ANTI-DISCRIMINATION AGAINST ISRAEL ACT

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

ARTICLE 23 – GOVERNING LAW

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

ARTICLE 24 – COMMUNICATIONS

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

Ted Martin; tmartin@indepmo.org

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

ARTICLE 25 – SEPARATE CONTRACTS

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

ARTICLE 26 – ENTIRE CONTRACT

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

ARTICLE 27 – SURVIVAL OF TERMS

The following provisions shall survive the expiration or termination of this contract for any reason: if any payment obligations exist, Article 4 – Compensation; Article 5 – Permits and Licenses; Article 10 – Liability and Indemnification; Article 15 – Waiver; Article 16 – Severability; Article 18 – Assignment; Article 20 – Independent Consultants; Article 23 – Governing Law; Article 26 – Entire Contract; and this Article 27 – Survival of Terms.

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

City

By _____

Date _____

Consultant

By _____

Title _____

Date _____



City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to authorize the City Manager to issue a purchase order to Wiedenmann Construction Inc. in an amount not to exceed \$112,518, and to authorize future minor change orders not to exceed \$11,251.80, for emergency stormwater repairs at 45th Street and Noland Road.

Recommendations:

Council Approval is recommended.

Background:

Approval of this item will authorize a purchase order in the amount of \$112,518 to Wiedenmann Construction, Inc. for emergency stormwater repairs at 45th Street and Noland Road, where an 80-inch corrugated metal pipe has collapsed, resulting in the formation of a large sinkhole.

City staff have contacted the on-call emergency construction contractor, Wiedenmann Construction, Inc., through a cooperative contract agreement (Contract No. 2023-045) with Johnson County, Kansas, to provide construction services for this project. Staff received a construction estimate of \$112,518, not including a 10% contingency.

Purchases under cooperative agreements are authorized by Section 8.06.004, Paragraph 5, of the Independence City Code, which states that when cooperative bids or contracts are used, they must first have been established pursuant to generally accepted governmental purchasing practices.

Funding for these repairs will be provided from the budgeted professional services funds allocated to the Stormwater Division of the Municipal Services Department.

Emergency Justification:**Fiscal Impact:**

The fiscal impact to the City is \$123,769.80, including a 10% contingency. Funding for these emergency stormwater repair services is included in the FY 2025 budget, on page 181, under account number 0135262-5226.

Council Action:

REVIEWERS

Richard Kemple
Melissa Cabrera
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Wiedenmann Revised 45th Noland Cost Estimate - 0135262-5226
2. 2023-045 On-Call Infrastructure Repairs Contract Renewal No. 1 (Wiedenmann)
3. 45th and Noland Sinkhole



950 N. Scott / PO BOX 245 - Belton, MO 64012 - 816-322-1125 / Fax 816-322-1126 - general@wiedenmanninc.com

April 29, 2025

City of Independence
111 E Maple Ave
Independence, MO 64050

Attn: Ted Martin

RE: 45th and Noland 80" CMP Repair

Dear Ted,

We hereby submit the following budget price for the installation of approximately 40' of 80" CMP and a field cut and concrete collared bend at 45th and Noland. Our proposal includes all labor, materials, and equipment. The total budget cost for this work is:

Labor	\$ 29,652.00
Materials	\$ 34,936.00
Equipment	\$ 27,850.00
Subs	\$ 20,080.00
Total	\$ 112,518.00

This is a budget price for the scope of work and the actual work will be completed on a time and material basis. Upon receipt of a work order we will place this project into our production schedule.

Included:

40' of 80" CMP

80" Field Cut Bend w/Concrete Collar

Traffic Control

Hydroseeding

Excluded:

Clearing and Grubbing

Utility Relocations

Utility Conflicts

We appreciate the opportunity to price and perform this work. Please give us a call if you have any questions.

Sincerely,

Daniel Forbes
Wiedenmann, Inc.

MODIFICATION OF CONTRACT
JOHNSON COUNTY, KANSAS

1. Contract Renewal No. 1 Effective Date: 1/01/2025	2. Contract No.: 2023-045 Effective Date: 1/01/2024
3. Purchasing Administrator: Megan Wasek Telephone Number: 913.715.0591 E-Mail: Megan.Wasek@jocogov.org	5. Contractor-Name and address: Wiedenmann, Inc. 950 N. Scott Avenue Belton, MO 64012 jerry@wiedenmanninc.com
4. Issued By: Johnson County, Kansas Financial Management and Administration, Purchasing Division County Administration Building 111 South Cherry Street, Suite 2400 Olathe, KS 66061-3486 913-715-0525	
6. SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the written modification. A final copy will be available when all signatures are obtained and should be attached to the original contract.	
7. DESCRIPTION OF MODIFICATION: Pursuant to Paragraph 8.15 of the above-referenced Contract, the County hereby exercises its option to renew for a twelve (12) month period, with an effective date of 1/01/2025 and ending on 12/31/2025 (Renewal No. 1 of 4). The parties agree that all other terms and conditions of the Contract shall remain in full force and effect. Billing Rates & Percentage Markups for this renewal term is hereby amended as attached.	
8. Contractor's Signature <u>Susan Wiedenmann</u> Susan Wiedenmann (11/25/2024 10:38 CST) Name President Title 11/25/2024 Date	9. Johnson County, Kansas By: <u></u> Robin Lyles (11/26/2024 13:20 CST) Purchasing Manager
10. Distribution: Original - Bid File Copies - Departments as applicable	This day <u>11/26/2024</u>

RFP 2023-045 JCW ON-CALL WASTEWATER SEWER COLLECTION INFRASTRUCTURE REPAIRS						
WIEDENMANN, INC. SCHEDULE OF BILLING RATES & PERCENTAGE MARKUPS						
Form 6 Cost Proposal Labor & Markups	BILLING RATE (\$/Hr) ¹					
	Initial Contract Term (2024)			Renewal No. 1 Term (2025)		
Table 6-1 Labor Billing Rates	Regular	Overtime ²	Premium ³	Regular	Overtime ²	Premium ³
Management, Supervision, Engineering:						
Project Manager/Project Engineer	\$ 101.23	\$ 151.85	\$ 202.47	\$ 104.27	\$ 156.41	\$ 208.54
Project Supervisor/Superintendent	\$ 104.23	\$ 154.35	\$ 204.47	\$ 107.36	\$ 158.98	\$ 210.60
Foreman	\$ 103.23	\$ 152.85	\$ 202.47	\$ 106.33	\$ 157.44	\$ 208.54
Documents Coordinator	\$ 78.00			\$ 80.34	\$ -	\$ -
Restoration/Landscape Project Manager/Project Engineer	\$ 80.98	\$ 121.47	\$ 161.98	\$ 83.41	\$ 125.11	\$ 166.84
Restoration/Landscape Project Supervisor/Superintendent	\$ 80.18	\$ 120.28	\$ 160.38	\$ 82.59	\$ 123.89	\$ 165.19
Restoration/Landscape Foreman	\$ 79.38	\$ 119.08	\$ 158.78	\$ 81.76	\$ 122.65	\$ 163.54
Construction Trades:						
Equipment Operator	\$ 102.23	\$ 151.35	\$ 200.47	\$ 105.30	\$ 155.89	\$ 206.48
Apprentice	\$ 93.62	\$ 140.45	\$ 187.26	\$ 96.43	\$ 144.66	\$ 192.88
Laborer	\$ 93.62	\$ 140.45	\$ 187.26	\$ 96.43	\$ 144.66	\$ 192.88
Truck Driver/Hauler/Teamster	\$0.00	\$0.00	\$0.00	\$ -	\$ -	\$ -
Restoration/Landscape Laborer	\$ 74.90	\$ 112.36	\$ 149.81	\$ 77.15	\$ 115.73	\$ 154.30

¹Refer to RFP General Requirements, Measurement and Payment for what is included in the Billing Rates

²Defined as hours in excess of regular daily or weekly work hours - not reimbursable unless negotiated in advance with JCW

³Premium rates are defined as emergency or holiday hours, and must be pre-approved by JCW

RFP 2023-045 JCW ON-CALL WASTEWATER SEWER COLLECTION INFRASTRUCTURE REPAIRS		
WIEDENMANN, INC. SCHEDULE OF BILLING RATES & PERCENTAGE MARKUPS		
Contract Markups:	Initial Term	Renewal No. 1 Term
Table 6-2 - Overhead & Profit ¹	(2024)	(2025)
Subtotal 1: Less than \$100,000	15%	15%
Subtotal 1: \$100,001 - \$500,000	14%	14%
Subtotal 1: \$500,001+	13%	13%
Table 6-3 - General Contractor Markup on Subcontractor Work ²		
Line F:	5%	5%
Table 6-4 - Bonds & Insurance ³		
Subtotal 4: Less than \$100,000	1.5%	1.5%
Subtotal 4: \$100,001 - \$500,000	1.5%	1.5%
Subtotal 4: \$500,001+	1.5%	1.5%
Table 6-5 - Johnson County Purchasing Card Charges ⁴		
Decimal Percent Charge for Use of P-Card	5%	5%

¹Markup shall be multiplied by Subtotal 1. Subtotal 1 is defined as the cost of wastewater equipment, materials incorporated into the work, contractor's labor, and contractor's equipment costs to perform the work. This does not include markups on subcontractor or preferred subcontractor work.

²Markup shall be multiplied by the sum of the costs of all subcontractors on the project (both Preferred Subcontractors and other subcontractors).

³Markup shall be multiplied by Subtotal 4, which is defined as the sum of Subtotals 2 and 3.

⁴For small expenditures (generally under \$10,000), JCW may elect to pay by Purchasing Card (P-Card). If your firm charges a markup for P-Card use, it must be documented here. If your firm does not, mark 0%.

RFP 2023-045 JCW ON-CALL WASTEWATER SEWER COLLECTION INFRASTRUCTURE REPAIRS														
WIEDENMANN, INC. SCHEDULE OF BILLING RATES & PERCENTAGE MARKUPS														
Form 7 - Equipment	BILLING RATE¹													
	Initial Contract Term (2024)							Renewal No. 1 Term (2025)						
	Table 7-1 Contractor's Equipment Billing Rates													
EQUIPMENT TYPE AND SIZE	Mobilization Charge	Hourly Active	Daily Active	Weekly Active	Weekly Standby	Monthly Active	Monthly Standby	Mobilization Charge	Hourly Active	Daily Active	Weekly Active	Weekly Standby	Monthly Active	Monthly Standby
Large Excavator (greater than 45,000 lbs)	\$ 910.89	\$ 292.66	\$ 1,609.65	\$ 5,633.77	\$ 3,621.71	\$ 18,028.07	\$ 12,675.99	\$ 938.22	\$ 301.44	\$ 1,657.94	\$ 5,802.78	\$ 3,730.36	\$ 18,568.91	\$ 13,056.27
Medium-Sized Excavator (20,000 lbs to 45,000 lbs)	\$ 910.89	\$ 229.27	\$ 1,261.00	\$ 4,413.50	\$ 2,837.25	\$ 14,123.20	\$ 9,930.38	\$ 938.22	\$ 236.15	\$ 1,298.83	\$ 4,545.91	\$ 2,922.37	\$ 14,546.90	\$ 10,228.29
Small Excavator (20,000 lbs or less)	\$ 182.18	\$ 87.96	\$ 483.80	\$ 1,693.31	\$ 1,088.56	\$ 5,418.59	\$ 3,809.81	\$ 187.65	\$ 90.60	\$ 498.31	\$ 1,744.11	\$ 1,121.22	\$ 5,581.15	\$ 3,924.10
Lull/Telehandler/Shooting Boom Forklift (8,000 lbs to 9,000 lbs)								\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Skid Loader (bobcat)	\$ 182.18	\$ 94.15	\$ 517.85	\$ 1,812.48	\$ 1,165.16	\$ 5,799.93	\$ 4,078.07	\$ 187.65	\$ 96.97	\$ 533.39	\$ 1,866.85	\$ 1,200.11	\$ 5,973.93	\$ 4,200.41
Dump Truck (Tandem Axle)	\$ 169.95	\$ 169.95	\$ 1,359.60	\$ 6,798.00	\$ 8,118.20	\$ 27,192.00	\$ 24,472.80	\$ 175.05	\$ 175.05	\$ 1,400.39	\$ 7,001.94	\$ 8,361.75	\$ 28,007.76	\$ 25,206.98
Track Loader	\$ 910.89	\$ 227.72	\$ 1,252.44	\$ 4,383.54	\$ 2,817.99	\$ 14,027.32	\$ 9,862.96	\$ 938.22	\$ 234.55	\$ 1,290.01	\$ 4,515.05	\$ 2,902.53	\$ 14,448.14	\$ 10,158.85
Rubber Tire Backhoe	\$ 182.18	\$ 88.93	\$ 489.12	\$ 1,711.92	\$ 1,100.52	\$ 5,478.15	\$ 3,851.83	\$ 187.65	\$ 91.60	\$ 503.79	\$ 1,763.28	\$ 1,133.54	\$ 5,642.49	\$ 3,967.38
Wheel Loader	\$ 910.89	\$ 95.86	\$ 527.25	\$ 1,845.30	\$ 1,186.32	\$ 5,905.25	\$ 4,152.13	\$ 938.22	\$ 98.74	\$ 543.07	\$ 1,900.66	\$ 1,221.91	\$ 6,082.41	\$ 4,276.69
Pump with Generator	N/A	\$ 44.76	\$ 246.20	\$ 861.69	\$ 553.94	\$ 2,757.40	\$ 1,938.80	N/A	\$ 46.10	\$ 253.59	\$ 887.54	\$ 570.56	\$ 2,840.12	\$ 1,996.96
Pickup with Tools	N/A	\$ 30.11	\$ 165.62	\$ 579.67	\$ 372.64	\$ 1,854.94	\$ 1,304.25	N/A	\$ 31.01	\$ 170.59	\$ 597.06	\$ 383.82	\$ 1,910.59	\$ 1,343.38
Truck (2 ton or equal)	N/A	\$ 44.36	\$ 243.99	\$ 853.98	\$ 548.99	\$ 2,732.73	\$ 1,921.45	N/A	\$ 45.69	\$ 251.31	\$ 879.60	\$ 565.46	\$ 2,814.71	\$ 1,979.09
Trailer	N/A	\$ 14.32	\$ 78.74	\$ 275.59	\$ 177.17	\$ 881.90	\$ 620.09	N/A	\$ 14.75	\$ 81.10	\$ 283.86	\$ 182.49	\$ 908.36	\$ 638.69
Air Compressor and Jackhammer	N/A	\$ 23.81	\$ 130.93	\$ 458.25	\$ 294.59	\$ 1,466.41	\$ 1,031.07	N/A	\$ 24.52	\$ 134.86	\$ 472.00	\$ 303.43	\$ 1,510.40	\$ 1,062.00
Trench Shoring	N/A	\$ 42.47	\$ 233.59	\$ 817.58	\$ 525.58	\$ 2,616.24	\$ 1,839.54	N/A	\$ 43.74	\$ 240.60	\$ 842.11	\$ 541.35	\$ 2,694.73	\$ 1,894.73

¹Refer to RFP General Requirements, Section 4 - B.3 - Measurement and Payment, for a list of all that is included in Contractor Equipment Rates.

RFP 2023-045 JCW ON-CALL WASTEWATER SEWER COLLECTION INFRASTRUCTURE REPAIRS		
WIEDENMANN, INC. SCHEDULE OF BILLING RATES & PERCENTAGE MARKUPS		
Table 8-1 - Call Out Fee Cost Structure Rates Callout Timeframe	Call Out Fee	
	Initial Term (2024)	Renewal No. 1 Term (2025)
Called out during a normal work shift, immediate response ¹	\$ 1,740.70	\$ 1,792.92
Called out after normal work shift ²	\$ 7,081.25	\$ 7,293.69
Called out during the weekend ³	\$ 7,808.43	\$ 8,042.68
Call out during a Holiday ⁴	\$ 12,943.90	\$ 13,332.22

¹Contractor normal work shift is defined as Monday, Tuesday, Wednesday, Thursday, Friday from 8:00 am – 5:00 pm. This fee only applies if Contractor work crew is required to pull off an active job during a normal work shift to respond and mobilize to an unplanned or emergency project. A notification during Contractor's normal workday that can be scheduled to fit into the Contractor's work schedule will be billed under the standard Time & Material rates and no Call-Out fee will be applied.

²This fee applies when Contractor is required to respond and mobilize to a new unplanned project site after the workday is over, or immediately after the shift ends, or on a non-workday.

³This fee applies when Contractor is required to respond and mobilize outside of the normal work week (Friday after 5:00 pm through Monday at 8:00 am)

⁴This fee applies when Contractor is required to respond and mobilize



City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-747 A Resolution formally assigning oversight responsibility for the \$55,000,000 General Obligation Bond authorized April 8, 2025, to the Street Improvement Oversight Committee *(Sponsored by Councilmember Stewart)*

Recommendations:

Staff recommends approval of the resolution as requested by Councilmember Brice Stewart.

Background:

On April 8, 2025, the registered voters of the City approved the issuance of \$55,000,000 in General Obligation bonds for the following public infrastructure purposes: \$30,000,000 for street improvements, \$15,000,000 for bridge improvements, and \$10,000,000 for sidewalk improvements. During the 2025 bond campaign, Councilmember Stewart and other proponents committed that the Committee would likewise oversee the expenditure of these bond proceeds to ensure transparency, accountability, and adherence to the City's project priorities.

The City Council Audit and Finance Committee shall continue to receive regular, periodic reports detailing the status of all bond-funded projects and financial expenditures, as was also committed to during the bond campaign. Formally extending the Committee's oversight role to include the General Obligation bond proceeds will memorialize the commitment made to the voters and demonstrate the City Council's ongoing dedication to fiscal stewardship and public confidence.

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

**Department /
Contact**

Council and Board /

REVIEWERS

Melissa Cabrera
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. CM Stewart. SIOC Bond Oversight

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION FORMALLY ASSIGNING OVERSIGHT RESPONSIBILITY FOR THE \$55,000,000 GENERAL OBLIGATION BOND AUTHORIZED APRIL 8, 2025 TO THE STREET IMPROVEMENT OVERSIGHT COMMITTEE (*Requested by Councilmember Stewart*)

WHEREAS, on July 20, 1998, the City Council of the City of Independence established the Street Improvement Oversight Committee (the “Committee”) to monitor the planning, design, bidding, construction and expenditure of the one-half cent street improvement sales tax; and

WHEREAS, at the General Municipal Election held on April 8, 2025, the registered voters of the City approved issuance of \$55,000,000 in General Obligation bonds for the following public infrastructure purposes: \$30,000,000 for street improvements, \$15,000,000 for bridge improvements, and \$10,000,000 for sidewalk improvements; and

WHEREAS, during the 2025 bond campaign, Councilmember Stewart and other proponents committed that the Committee would likewise oversee the expenditure of these bond proceeds to ensure transparency, accountability, and adherence to the City’s project priorities; and

WHEREAS, the City Council Audit and Finance Committee shall continue to receive regular, periodic reports detailing the status of all bond-funded projects and financial expenditures as was also committed to during the bond campaign; and

WHEREAS, formally extending the Committee’s oversight role to include the General Obligation bond proceeds will memorialize the commitment made to the voters and demonstrate the City Council’s ongoing dedication to fiscal stewardship and public confidence;

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

SECTION 1. That the Street Improvements Oversight Committee is hereby authorized and directed to monitor all aspects of planning, design, bidding, construction and expenditure of the \$55,000,000 General Obligation bond proceeds approved April 8, 2025, for street, bridge and sidewalk improvements.

SECTION 2. That notwithstanding the Committee’s expanded role, the City Council Audit and Finance Committee shall continue to receive regular reports from City staff on the status of all bond-funded projects and the disbursement of funds.

SECTION 3. That this Resolution formalizes the commitment made during the 2025 bond campaign to engage the Street Improvements Oversight Committee in the oversight of bond-funded infrastructure projects, thereby ensuring accountability to the public.

SECTION 4. That this Resolution shall take effect immediately upon its passage.

PASSED THIS _____ DAY OF _____, 2025, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

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

ATTEST:

City Clerk

APPROVED - FORM AND LEGALITY:

REVIEWED BY:

City Counselor

City Manager

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-027 **2R** An ordinance finding, determining, and declaring the necessity of acquiring general utility easements and temporary construction easements for the Nickell Avenue Culvert Replacement Project (Project No. 132404); authorizing negotiations and, if necessary, the initiation of eminent domain proceedings; authorizing the use of experts as needed; and authorizing and directing the execution of documents and the payment of funds to property owners or others holding property rights in conjunction with the project. **2R**

Recommendations:

Council approval is recommended.

Background:

Approval of this ordinance will authorize City staff to proceed with the acquisition of easements necessary for the Nickell Avenue Culvert Replacement Project (Project No. 132404).

The project involves replacing a structurally deficient culvert located under W Nickell Avenue, just east of N Union Street, within the Mill Creek Watershed.

Emergency Justification:**Fiscal Impact:**

The estimated fiscal impact to the City for the acquisition of these easements is \$10,000. Funding for the Nickell Avenue Culvert Replacement Project (Project No. 132404) is included in the FY 2024 budget (page 182), under Account No. 132404-C-0587058-5406

Council Action:

**Department /
Contact**

Municipal Services /

REVIEWERS

Richard Kemple

Melissa Cabrera

Jeremy Cover

Zachary Walker

Susanne Holland

ATTACHMENTS:

1. MS.Easement Ordinance - Nickell Ave Culvert - No. 132404

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE FINDING, DETERMINING AND DECLARING THE NECESSITY OF ACQUIRING GENERAL UTILITY EASEMENTS AND TEMPORARY CONSTRUCTION EASEMENTS FOR THE NICKELL AVENUE CULVERT REPLACEMENT PROJECT (PROJECT NO.132404); AUTHORIZING THE NEGOTIATION AND EMINENT DOMAIN PROCEEDINGS IF NECESSARY; APPROVING THE PLANS AND SPECIFICATIONS FOR THE PROJECT; AUTHORIZING THE USE OF EXPERTS AS NEEDED; AUTHORIZING AND DIRECTING THE EXECUTION OF DOCUMENTS AND THE PAYMENT OF FUNDS TO PROPERTY OWNERS OR OTHERS HOLDING PROPERTY RIGHTS, IN CONJUNCTION WITH THE PROJECT.

WHEREAS, the City Council of the City of Independence, Missouri, pursuant to advice and recommendation of the Municipal Services Director, deems it necessary, advisable and in the public interest to obtain general utility easements and temporary construction easements in accordance with the plans and specifications as approved for construction, operation and maintenance of Nickell Avenue Culvert Replacement Project (No. 132404), together with all appurtenances, thereto, along, over, under, upon, across and through certain tracts of land within Independence, Jackson County, Missouri; and,

WHEREAS, the City has authority by virtue of Section 82.240 of the Revised Statutes of the State of Missouri, 1969, as amended, and Section 1.3 and 1.4 of the Charter of the City of Independence, Missouri, revised August 8, 1978, to acquire private property by eminent domain proceedings for any public or municipal use, including the uses or purposes stated herein.

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

SECTION 1. That it is hereby found, determined and declared that it is necessary for the purpose of construction, operation and maintenance of improved Nickell Avenue Culvert Replacement Project (No. 132404) for the City of Independence, Missouri, to acquire by purchase or eminent domain proceedings temporary construction easements and general utility easements for such public improvements, including, but not limited to, the right to construct curbs, drives, trails, sidewalks and storm sewers, together with all appurtenances thereunto belonging along, over, under, upon, across and through the following described tracts of land, all of which are situated in Independence, Jackson County, Missouri; to wit:

Tract 1

General Utility Easement

All that part of Lots 32 and 33, River Heights, a subdivision in the City of Independence, Jackson County, Missouri, being more particularly described as follows: beginning at the

southwest corner of said Lot 33; thence North 87 degrees 27 minutes 06 seconds West, with the south line of said Lots 33 and 32, a distance of 27.92 feet; thence North 02 degree 32 minutes 54 seconds East, and no longer with the south line of said Lots 33 and 32, a distance of 60.77 feet; thence South 87 degrees 27 minutes 06 seconds East, a distance of 27.92 feet to a point on the east line of said Lot 33; thence South 02 degrees 32 minutes 54 seconds West, with the east line of said Lot 33, a distance of 60.77 feet to the point of beginning. The above-described tract contains 1,697 square feet, or 0.04 acres.

Temporary Construction Easement

All that part of Lots 32 and 33, River Heights, a subdivision in the City of Independence, Jackson County, Missouri, being more particularly described as follows: commencing at the southwest corner of said Lot 33; thence North 87 degrees 27 minutes 06 seconds West, with the south line of said Lots 33 and 32, a distance of 27.92 feet to the point of beginning; thence continuing North 87 degrees 27 minutes 06 seconds West, with the south line of said Lots 33 and 32, a distance of 15.00 feet; thence North 02 degrees 32 minutes 54 seconds East, and no longer with the south line of said Lots 33 and 32, a distance of 85.77 feet; thence South 87 degrees 27 minutes 06 seconds East, a distance of 42.92 feet to a point on the east line of said Lot 33; thence South 02 degrees 32 minutes 54 seconds West, with the east line of said Lot 33, a distance of 25.00 feet; thence North 87 degrees 27 minutes 06 seconds West, and no longer with the east line of said Lot 33, a distance of 27.92 feet; thence South 02 degrees 32 minutes 54 seconds West, a distance of 60.77 feet to the point of beginning. The above-described tract contains 1,985 square feet, or 0.05 acres.

Tract 2:

General Utility Easement

All that part of Lot 1, North Creek Estates, a subdivision in the City of Independence, Jackson County, Missouri, being more particularly described as follows: beginning at the southwest corner of said Lot 1, thence South 87 degrees 28 minutes 12 seconds East, with the south line of said Lot 1, a distance of 42.19 feet; thence North 02 degree 31 minutes 48 seconds East, and no longer with the south line of said Lot 1, a distance of 60.78 feet; thence North 87 degrees 28 minutes 12 seconds West, a distance of 42.17 feet to a point on the west line of said Lot 1; thence South 02 degrees 32 minutes 54 seconds West, with the west line of said Lot 1, a distance of 60.77 feet to the point of beginning. The above-described tract contains 2,564 square feet, or 0.06 acres.

Temporary Construction Easement

All that part of Lot 1, North Creek Estates, a subdivision in the City of Independence, Jackson County, Missouri, being more particularly described as follows: commencing at the southwest corner of said Lot 1, thence South 87 degrees 28 minutes 12 seconds East, with the south line of said Lot 1, a distance of 42.19 feet to the point of beginning; thence continuing South 87 degrees 28 minutes 12 seconds East, with the south line of said Lot 1, a distance of 54.91 feet; thence North 02 degrees 31 minutes 48 seconds East, and no longer with the south line of said Lot 1, a

distance of 85.80 feet; thence North 87 degrees 28 minutes 12 seconds West, a distance of 97.07 feet to a point on the west line of said Lot 1; thence South 02 degrees 32 minutes 06 seconds West, with the west line of said Lot 1, a distance of 25.00 feet; thence South 87 degrees 28 minutes 12 seconds East, and no longer with the west line of said Lot 1, a distance of 42.17 feet; thence South 02 degree 32 minutes 06 seconds West, a distance of 60.78 feet to the point of beginning. The above-described tract contains 5,765 square feet, or 0.13 acres.

Tract 3:

General Utility Easement

All that part of Lots 1 through 14, Block 2, Roosevelt Park, a subdivision in the City of Independence, Jackson County, Missouri, being more particularly described as follows: beginning at the northwest corner of said Block 2, thence South 87 degrees 28 minutes 12 seconds East, with the north line of said Block 2, a distance of 47.50 feet; thence South 02 degrees 31 minutes 48 seconds West, and no longer with the north line of said Block 2, a distance of 30.00 feet; thence North 87 degrees 28 minutes 12 seconds West, a distance of 48.73 feet to a point on the west line of said Block 2; thence North 04 degrees 59 minutes 16 seconds East, with the west line of said Block 2, a distance of 30.03 feet to the point of beginning. The above-described tract contains 1,444 square feet, or 0.03 acres.

Temporary Construction Easement

All that part of Lots 1 through 14, Block 2, Roosevelt Park, a subdivision in the City of Independence, Jackson County, Missouri, being more particularly described as follows: commencing at the northwest corner of said Block 2, thence South 87 degrees 28 minutes 12 seconds East, with the north line of said Block 2, a distance of 47.50 feet to the point of beginning; thence continuing South 87 degrees 28 minutes 12 seconds East, with the north line of said Block 2, a distance of 165.50 feet; thence South 02 degrees 31 minutes 48 seconds West, and no longer with the north line of said Block 2, a distance of 200.00 feet; thence North 87 degrees 28 minutes 12 seconds West, a distance of 150.00 feet; thence North 02 degrees 31 minutes 48 seconds East, a distance of 160.00 feet; thence North 87 degrees 28 minutes 12 seconds West, a distance of 65.15 feet to a point on the west line of said Block 2; thence North 04 degrees 59 minutes 16 seconds East, with the east line of said Block 2, a distance of 20.02 feet; thence South 87 degrees 28 minutes 12 seconds East, and no longer with the west line of said Block 2, a distance of 48.73 feet; thence North 02 degrees 31 minutes 48 seconds East, a distance of 30.00 feet to the point of beginning. The above-described tract contains 31,759 square feet, or 0.73 acres.

SECTION 2. That the City Manager and his designates are hereby authorized and directed to negotiate with the owners of the properties herein described for the purchase of general utility easements and temporary construction easements relating to said lands.

SECTION 3. That in the event of failure to negotiate the proper compensation to be paid for such general utility easements and temporary construction easements and the acquisition

thereof by purchase, the City Counselor and his designates are hereby authorized and directed to institute eminent domain proceedings for the purpose of acquiring such general utility easements and temporary construction easements in the manner provided by law.

SECTION 4. That the City Manager is hereby authorized to request proposals, if required, for surveys, appraisals, and necessary title reports for said property.

SECTION 5. That the improvements herein referred to shall be of the nature described herein and shall be done in accordance with the plans and specifications as completed, hereby approved, and on file in the office of the Municipal Services Director.

SECTION 6. That the City Manager of the City of Independence, Missouri, is here by authorized and directed to execute necessary documents, to pay and disburse funds, within appropriations authorized for this project, to property owners, others holding property rights and escrow agents pursuant to negotiated agreements for purchase of said general utility easements and temporary construction easements, all in accordance with established acquisition procedure and approved appraisals.

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

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-028 **2R** An ordinance amending Section 4.01.003 "Dangerous Buildings" of the Independence City Code. **2R**

Recommendations:

Staff recommends approval.

Background:

The City's current dangerous building regulations include an intermediate step where an appeal of the Building Official's decision can be made to the Board of Building and Engineering Appeals before appealing to Jackson County Circuit Court.

The purpose of this board is to determine the acceptability and adequacy of alternate materials, equipment, design, and types of construction; reviews decisions of the Building Official, Director of Public Works, or Fire Chief in interpretation of the building, plumbing, mechanical and electrical code, the Public Works Manual, and Fire Code, etc. Additionally, this Board has the authority to grant exceptions to relieve undue hardships when conformance of intent of the codes can still be maintained.

This amendment would remove the appeal to the Board of Building and Engineering Appeals regarding dangerous buildings thus allowing these appeals to be made directly to Jackson County Circuit Court. The Board will still hear an appeal of the Building Official's decision on construction matters related to acceptability and adequacy of alternate materials as outlined in the paragraph above.

Emergency Justification:**Fiscal Impact:**

There is no fiscal impact.

Council Action:

Department / Contact	Community Development /
---------------------------------	-------------------------

REVIEWERS

Tom Scannell
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Ordinance - Dangerous Building Appeals

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 4.01.003 “DANGEROUS BUILDINGS” OF THE INDEPENDENCE CITY CODE.

WHEREAS, the City’s current dangerous building regulations include an intermediate step where an appeal of the Building Official’s decision can be made to the Board of Building and Engineering Appeals before appealing to Jackson County Circuit Court; and

WHEREAS, the purpose of this board is to determine the acceptability and adequacy of alternate materials, equipment, design, and types of construction and has the authority to grant exceptions to relieve undue hardships when conformance of intent can still be maintained; and

WHEREAS, the City Council desires to remove this intermediate step and allow appeals to be made directly to Jackson County Circuit Court.

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

SECTION 1. That Section 4.01.003 of the City Code shall hereby be amended as follows:

“Sec. 4.01.003. Dangerous buildings.

- B. The owner, occupant, lessees, mortgagee, agent, tenant, or any person having an interest in a building or structure, as shown by the land records of the Jackson County Director of Property Records, will be considered as a party within this section.
- I. ~~Except in emergency cases, any party aggrieved by any notice, finding or order may request a hearing before the Board of Building and Engineering Appeals. A~~ After the hearing, any interested party aggrieved by the determination of the Board of Building and Engineering Appeals the final decision of the Building Official and/or that a structure constitutes a “dangerous building” under this section may appeal to the Circuit Court as established in Chapter 536 of the Revised Statutes of Missouri. In emergency cases, there shall be no appeal process.”

SECTION 2. That all other parts and provisions of the City Code not in conflict herewith shall remain in full force and effect unless previously or subsequently amended or repealed.

SECTION 3. That correction of any scriveners’ errors identified within these articles are hereby authorized by this ordinance.

PASSED THIS ____ DAY OF ____, 2025, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

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

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

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

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-029 **2R** An ordinance adopting amendments to the Fiscal Year 2024-2025 budget, which was approved by Ordinance No. 19561. **2R**

Recommendations:

Staff recommends approval of this item.

Background:

Background information for each individual appropriation adjustment is included in an attached document along with an appropriation adjustment amount, the source of funds for the appropriation adjustment and the location of where the appropriation adjustment will be recorded.

Emergency Justification:**Fiscal Impact:**

Increased appropriations due to increased revenues will result in \$0 net impact. Appropriations from the Unassigned Fund Balance will result in an impact of \$1,504,007.00 for the funds and departments listed below:

Fund	Department	Expense	Revenue	Grand Total
002	Community Development	\$1,032,393.00	-	\$1,032,393.00
002	Police	1,128,169.18	(1,128,169.18)	-
004	PRT	119,430.00	-	119,430.00
007	PRT	2,048.00	-	2,048.00
012	PRT	253,136.00	-	253,136.00
015	Emergency Preparedness	64,559.04	(64,559.04)	-
015	Legal	56,094.40	(56,094.40)	-
015	Health & Animal Services	276,832.66	(276,832.66)	-
015	Police	282,329.38	(282,329.38)	-
015	PRT	1,101.38	(1,101.38)	-
030	Municipal Services	100,000.00	-	100,000.00
031	Municipal Services	(100,000.00)	-	(100,000.00)
090	Municipal Services	97,000.00	-	97,000.00
		\$3,313,093.04	(1,809,086.04)	1,504,007.00

Council Action:

Department / Contact	Finance and Administration /
---------------------------------	------------------------------

REVIEWERS

Melissa Cabrera
Melissa Cabrera
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Appropriations Ordinance Q2-3 FY24-25
2. Appropriations Background Q2-3

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE ADOPTING AMENDMENTS TO THE FISCAL YEAR 2024-2025
BUDGET, WHICH WAS APPROVED BY ORDINANCE NO. 19561.

WHEREAS, the adopted Operating and Capital budgets for the 2024-25 fiscal year were approved by the City Council by Ordinance No. 19561; and,

WHEREAS, since that time some circumstances have arisen that necessitate changes to the appropriations established in the adopted budget; and,

WHEREAS, these changes are listed in detail in terms of background, purpose, and funding source in the attached agenda item cover sheet;

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

SECTION 1. Increased revenues in the amount of \$680,916.86 from grants and donations for various programs and services in the Grants Fund (No. 015) and increased appropriations in the amount of \$680,916.86 for various departments' grants account in the Grants Fund (No. 015).

SECTION 2. Increased revenues in the amount of \$93,026.00 from Police Forfeiture revenues for various Police Department programs and projects in the General Fund (No. 002) and increased appropriations in the amount of \$93,026.00 in the Police Department accounts in the General Fund (No. 002).

SECTION 3. Increased appropriations in the amount of \$1,003,393.00 in the General Fund (No. 002) from the Unassigned Fund Balance for professional services related to transportation services contracts in the Community Development Department.

SECTION 4. Increased appropriations in the amount of \$119,430.00 in the Tourism Fund (No. 004) from the Unassigned Fund Balance for professional services related to development of the Parks and Recreation Master Plan.

SECTION 5. Increased appropriations in the amount of \$253,136.00 in the Parks Improvement Sales Tax Fund (No. 012) from the Unassigned Fund Balance for professional services related to development of the Parks and Recreation Master Plan and consultant fees.

SECTION 6. Increased appropriations in the amount of \$2,048.00 in the Recreation Property Tax Levy Fund (No. 007) from Unassigned Fund Balance for professional services fees.

SECTION 7. Increased appropriations in the amount of \$97,000.00 in the Central Garage Fund (No. 090) from Unassigned Fund Balance for emergency equipment repair.

SECTION 8. Transfer of appropriations in the amount of \$100,000.00 Sanitary Sewer Fund (No. 030) for professional services from transfers out to Capital Projects Fund (no. 031) and decreased appropriations in the amount of \$100,000.00 to the Sanitary Sewer Fund - Capital (No. 031) and decreased transfers-in in the amount of \$100,000 in the Sanitary Sewer Fund – Capital (No. 031).

SECTION 9. Increased appropriations in the amount of \$29,000.00 in the General Fund (No. 002) from the Unassigned Fund Balance for professional services.

SECTION 10. Increased revenues in the amount of \$1,035,143.18 from the American Rescue Plan in the General Fund (No. 002) and increased appropriations in the amount of \$1,035,143.18 in the General (No. 002) for Police Department salary increases.

PASSED THIS _____ DAY OF _____, 2025, BY THE CITY COUNCIL OF
THE CITY OF INDEPENDENCE, MISSOURI.

ATTEST:

City Clerk

APPROVED - FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

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

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment is to be made, sufficient to meet the obligation hereby incurred.

Source is: As Indicated Above

Director of Finance and Administration
City of Independence, Missouri

City of Independence, Missouri
Supplemental Appropriation Ordinance
Fiscal Year 2024-25

Section 1:

Fund: Grant Fund

Department: Various

Source: Grants/Donations

Description: Increased grant revenues and appropriations in the amount of \$304,907.00 and appropriations are needed for the U.S. Department of Justice grant for Improving Criminal Justice Response (ICJR) to Domestic Violence, Dating Violence, SA and Stalking. The total grant award is \$500,000 for a 3-year time frame from October 1, 2024 to September 30, 2027.

0154550-5100-ICJR

0154550-5102-ICJR

0154550-5110-ICJR

0154550-5111-ICJR

0154550-5112-ICJR

0154550-5113-ICJR

0154550-5114-ICJR

0154550-5115-ICJR

0154550-5203-ICJR

0154550-5240-ICJR

0154150-5100-ICJR

0154150-5110-ICJR

0154150-5203-ICJR

015-015-3219-ICJR

Increased grant revenues and appropriations in the amount of \$15,694.00 in the Grant Fund for reimbursement of equipment purchased by the Police Department from the Missouri Department of Transportation.

0154550-5302-MODOT

015-015-3250-MODOT

Increased grant revenues and appropriations in the amount of \$4,838.18 in the Grant Fund for training for Police Department personnel from the POST Commission Fund.

0154550-5214-POST

015-015-3250-POST

Increased grant revenues and appropriations in the amount of \$5,000.00 in the Grant Fund for overtime for Police Department personnel for participation in the OCDETF Strategic Initiative Investigation.

0154550-5102-OCDET

015-015-3219-OCDET

Increased grant revenues and appropriations in the amount of \$7,084.78 in the Grant Fund for overtime for Police Department personnel for participation in traffic grants.

0154550-5102-DWIEN

015-015-3219-DWIEN

Increased grant revenues and appropriations in the amount of \$899.82 in the Grant Fund for overtime for Police Department personnel for participation in traffic grants.

0154550-5102-HMV

015-015-3219-HMV

Increased grant revenues and appropriations in the amount of \$1,101.38 in the Grant Fund for weed removal grant at George Owens Nature Park.

0156050-5240-HONEY

015-015-3250-HONEY

Increased grant revenues and appropriations in the amount of \$276,832.66 in the Grant Fund for the ARCH program from opioid settlement funds.

0154755-5309-OPDS

015-015-3434-OPDS

Increased grant revenues and appropriations in the amount of \$64,559.04 in the Grant Fund to increase capability of the Medical Reserve Corps (MRC) to support public health incident responses.

0154023-5140-STRNG

015-015-3219-STRNG

Section 2:

Fund: General Fund

Department: Police

Source: Police Forfeiture Funds

Description: Increased appropriations in the amount of \$17,026.00 in the General Fund for increased cost for equipment expenses.

0024514-5405-DOJ

002-002-3398-DOJ

Increased appropriations in the amount of \$11,680.00 in the General Fund for increased cost for purchase of 2 concealment camera systems.

0024514-5405-DOJ

002-002-3398-DOJ

Increased appropriations in the amount of \$4,080.00 in the General Fund for increased cost for weapon mounted lights.

0024514-5313-DOJ

002-002-3398-DOJ

Increased appropriations in the amount of \$60,240.00 in the General Fund for increased cost for night vision systems.

0024514-5405-TREAS

002-002-3398-TREAS

Section 3

Fund: General Fund

Department: Community Development

Source: Fund Balance

Description: Increased appropriations in the amount of \$1,003,393.00 in the General Fund for increased costs in the renewal contract for bus services with KCATA.

Section 4:

Fund: Tourism Fund

Department: Parks | Recreation | Tourism

Source: und Balance

Description: Increased appropriations of \$119,430.00 in the Tourism Fund for professional service fees related to the development of the Parks and Recreation Master Plan.
0046063-5226

Section 5:

Fund: Parks Improvement Sales Tax Fund

Department: Parks | Recreation | Tourism

Source: Fund Balance

Description: Increased appropriations of \$243,120.00 in the Tourism Fund for professional service fees related to the development of the Parks and Recreation Master Plan.
0126041-5226

Increased appropriations of \$10,016.00 in the Tourism Fund for professional service fees related to development of GO Bond consultation.
0126041-5226

Section 6:

Fund: Recreation Property Tax Levy Fund

Department: Parks | Recreation | Tourism

Source: Fund Balance

Description: Increased appropriations of \$2,048.00 in the Tourism Fund for professional service fees related to development of GO Bond consultation.
0076071-5226

Section 7:

Fund: Central Garage Internal Service Fund

Department: Municipal Services

Source: Fund Balance

Description: Increased appropriations in the amount of \$97,000.00 for the emergency replacement of a boiler located at the City's Central Garage facility.
0905121-5405

Section 8:

Fund: Sanitary Sewer Fund

Department: Municipal Services

Source: Transfer

Description: Transfer of appropriated funds in the amount of \$100,000 from transfers out to Sanitary Sewer Capital Fund to professional services in Sanitary Sewer Fund. This also reduces transfers in to the Sanitary Sewer Capital Fund and the appropriated expenditures for capital projects. There is no increase to expenditures.

0305201

030-6600

031-3503

0317031-5406

Section 9:

Fund: General Fund

Department: Community Development

Source: Fund Balance

Description: Increased appropriations in the amount of \$29,000 for professional services to update the legal description of the City of Independence city limits.

0024532-5226

Section 10:

Fund: General Fund

Department: Police

Source: Increased Revenues

Description: Increased revenues and increased appropriations in the amount of \$1,035,143.18 from transfers in from the American Rescue Plan Fund for increased sworn police officer personnel salary increases.

0024532-5100

002-002-3503

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-030 **2R** An ordinance amending Chapter 2 of the City Code, "Alcoholic Beverages". **2R**

Recommendations:

Staff recommends approval.

Background:

In March 2021, the City Council approved a major amendment, repealing and replacing Chapter 2 after staff's comprehensive review of the Chapter. In 2022, the City Council amended the Alcoholic beverage code to correct issues discovered after the passage of the 2021 amendment and to bring the code in line with recent state liquor law changes.

This amendment adds a provision that alcoholic beverages shall not be sold or otherwise supplied to any person under the age of twenty-one (21), which is State law. This provision was in prior versions of the Alcoholic Beverage code but was mistakenly removed. The other change updates the appeal process of a liquor license suspension or revocation, so the appeal would be heard by Jackson County Circuit Court instead of the City Council. A similar change was recently made to the Business License code, so appeals were made directly to Jackson County Circuit Court.

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

Department / Contact	Community Development /
---------------------------------	-------------------------

REVIEWERS

Tom Scannell
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Ordinance Amending Chapter 2 Alcoholic Beverage - Sales to Minor and Appeal Process

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 2 OF THE CITY CODE, “ALCOHOLIC BEVERAGES”.

WHEREAS, on March 1, 2021, the City Council approved Ordinance No. 19197 updating Chapter 2 Alcoholic Beverages of the City Code; and,

WHEREAS, in September 2022, the City Council approved Ordinance No. 19369 amending Chapter 2 of the City Code to correct several issues discovered after the passage of the previous amendment and to bring the alcoholic beverage code in line with recent state liquor law changes, and

WHEREAS, the City seeks to amend the alcoholic beverage code to add the provision regarding selling to minors and updates the appeal process of a liquor license suspension or revocation.

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

SECTION 1. That Section 2.01.024 of the City Code is hereby amended to read as follows:

“Sec. 2.01.024. Sales to minors, certain other persons prohibited.

- A. Except as otherwise provided in this section, it shall be unlawful for any person under the age of 21 years to sell or assist in the sale or dispensing of alcoholic beverages, as provided in RSMo 311.300.
- B. In any place of business licensed in accordance with this chapter, where at least 50 percent of the gross sales made consists of goods, merchandise or commodities other than alcoholic beverages in the original package, persons at least 18 years of age may stock, arrange displays, accept payment for and sack for carryout alcoholic beverages. Delivery of alcoholic beverages away from the licensed business premises shall not be performed by anyone under the age of 21 years.
- C. In any distillery, warehouse, wholesale distributorship or similar place of business which stores or distributes alcoholic beverages, but which does not sell alcoholic beverages at retail, persons at least 18 years of age may be employed and their duties may include the handling of alcoholic beverages for all purposes except consumption, sale at retail or dispensing for consumption or sale at retail.
- D. Persons 18 years of age or older may, when acting in the capacity of a waiter or waitress, accept payment for or serve alcoholic beverages in places of business which sell food for consumption on the premises if at least 50 percent of all sales in those places consists of

food; provided, that nothing in this section shall authorize persons under 21 years of age to mix or serve across the bar intoxicating beverages or nonintoxicating beer.

E. Alcoholic beverages shall not be sold or otherwise supplied to any person under the age of twenty-one (21), except as otherwise set out in this Chapter.”

SECTION 2. That Section 2.07.004 of the City Code is hereby amended to read as follows:

“Sec. 2.07.004. Appeal process.

- A. **An applicant may appeal the decision of the City made in accordance with this Chapter to Jackson County Circuit Court as established under RSMo 536. All decisions of the City shall be final decisions 30 days after the mailing or personal service of the decision. Any license applicant, licensee or permittee aggrieved by the decision of the Liquor License Officer to suspend or revoke a liquor license or to deny, suspend or revoke an employee's permit shall have the right to appeal such action to the City Council by filing a written appeal with the City Clerk within five days after notice of the decision is served on the permittee. No licensee or permittee shall have the right to appeal the decision of the Liquor License Officer unless said licensee or permittee has requested a hearing as provided in Section 2.07.002.C or Section 2.08.011.E of this chapter.**
- ~~B. Such written appeal shall set out a copy of the order or decision being appealed, shall include a statement of the facts concerning the order, and shall state wherein the license was wrongfully suspended or revoked or the permit was wrongfully denied, suspended or revoked. At the time of filing any such appeal a copy thereof shall be filed by the appellant with the Liquor License Officer.~~
- ~~C. The City Council shall fix a time and place for hearing the appeal and shall direct a written notice to be served, as provided in Section 2.07.002.B, for service of a notice of suspension or revocation, upon the appellant to provide that information. The City Clerk shall give notice to the Liquor License Officer who shall be entitled to appear in defense of his or her decision.~~
- ~~D. The findings of the City Council shall be final and conclusive and shall be served upon the appellant in the manner provided above for service of notices of suspension or revocation.”~~

SECTION 3. That all other parts and provisions of Chapter 2 shall be in full force and effect unless previously or subsequently amended or repealed.

SECTION 4. That correction of any scriveners' errors identified within these articles are hereby authorized by this ordinance.

PASSED THIS _____ DAY OF _____, 2025, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

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

ATTEST:

City Clerk

APPROVED - FORM AND LEGALITY:

City Counselor

REVIEWED BY

City Manager

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

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-031 **2R** An ordinance declaring the results of the bond election held in the City of Independence, Missouri on April 8, 2025. **2R**

Recommendations:

Staff recommends approval of this item.

Background:

On April 8, 2025, the City of Independence held a public election on three general obligation bond measures:

1. Question 1 - Proposed issuance of \$130 million in bonds for public safety facilities, including a new justice center and animal control facility.

Result: Failed (Yes: 4,803 | No: 5,384)

2. Question 2 - Proposed issuance of \$55 million in bonds for transportation improvements, including streets, roads, sidewalks, and bridges.

Result: Passed (Yes: 6,176 | No: 4,017)

3. Question 3 - Proposed issuance of \$12 million in bonds for renovations to parks and recreation facilities, including historic buildings and an athletic complex.

Result: Failed (Yes: 5,645 | No: 4,540)

Only Question 2 received the constitutionally required 4/7ths majority and was approved. The ordinance includes attachments (A, B, and C) providing the ballot, official vote certification, and proof of election notice publication. The ordinance affirms that the election was lawfully conducted and declares the outcome as official and final.

Emergency Justification:**Fiscal Impact:**

There is no fiscal impact.

Council Action:

**Department /
Contact**

Council and Board /

REVIEWERS

Melissa Cabrera
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Ordinance - Recognizing Election Results - with Exhibits 1

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE DECLARING THE RESULTS OF THE BOND ELECTION
HELD IN THE CITY OF INDEPENDENCE, MISSOURI, ON APRIL 8, 2025.

WHEREAS, the City of Independence, Missouri (the “City”) called an election on April 8, 2025 on three ballot measures relating to the issuance of general obligation bonds; and

WHEREAS, the results of such election have been certified by the appropriate election authorities and the City now desires to declare the results of such election;

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

SECTION 1. That it is hereby found and declared that the vote at the bond election held in the City of Independence, Missouri, on Tuesday, April 8, 2025, on the following questions:

GENERAL OBLIGATION BOND QUESTION NO. 1

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

resulted as follows:	<u>Yes</u>	<u>No</u>
	4,803	5,384

GENERAL OBLIGATION BOND QUESTION NO. 2

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

resulted as follows:	<u>Yes</u>	<u>No</u>
	6,176	4,017

GENERAL OBLIGATION BOND QUESTION NO. 3

Shall the City of Independence, Missouri, issue its general obligation bonds in the amount of \$12,000,000 for the purpose of renovating, improving and equipping parks and recreation buildings, facilities and grounds, including historic buildings and the independence athletic complex?

resulted as follows:

Yes

No

5,645

4,540

SECTION 2. That it is hereby found and declared that more than the constitutionally required majority (4/7ths) of the qualified voters of the City voting on Question No. 2 at said election voted in favor of said question and it thereby passed. Question No. 1 and No. 3 did not receive the approval of the constitutionally required majority of the qualified voters.

SECTION 3. That attached hereto as Exhibit A is a full, true and correct copy of the ballot used at said election.

SECTION 4. That attached hereto as Exhibit B is a full, true and correct copy of the certification of votes cast at said election received from the Jackson County Board of Election Commissioners, that said certification of votes is the final and last certification of votes for said election, and that said certification of votes constitutes the official returns of the election pursuant to Section 115.507(2) of the Comprehensive Election Act, Revised Statutes of Missouri, as amended. As no registered voters reside within the portion of the City within Clay County, Missouri (as certified by the Clay County Board of Election Commissioners), no election was held within that area.

SECTION 5. That it is further found and declared that notice of said election was duly given by publication in the manner provided by law as evidenced by the affidavits of publication attached hereto as Exhibit C, and that said election was held and conducted in all respects in conformity with the Constitution and laws of the State of Missouri.

SECTION 6. That this Ordinance shall be in full force and effect from and after its passage.

[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 - FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

EXHIBIT A

[BALLOT]

JUDGES INITIALS	

OFFICIAL BALLOT
JACKSON COUNTY, MISSOURI
GENERAL MUNICIPAL ELECTION
APRIL 8, 2025

STYLE: 1

()

INSTRUCTIONS TO VOTERS

Using blue or black ink, completely fill in the box next to the candidate or question response of your choice like this: .
Fill in the box completely. **DO NOT MARK OUTSIDE OF THE BOX. VOTE BOTH SIDES OF BALLOT, IF APPLICABLE.**

To cast a vote for a write-in, use blue or black ink to fill in the box corresponding to that office. Write in the candidate's name on the write-in line provided. **MUST BE A CERTIFIED WRITE-IN CANDIDATE FOR THE VOTE TO COUNT.**

CITY OF INDEPENDENCE,
MISSOURI

**GENERAL OBLIGATION BOND
QUESTION 1**

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

- ☐ YES
☐ NO

**GENERAL OBLIGATION BOND
QUESTION 2**

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

- ☐ YES
☐ NO

**GENERAL OBLIGATION BOND
QUESTION 3**

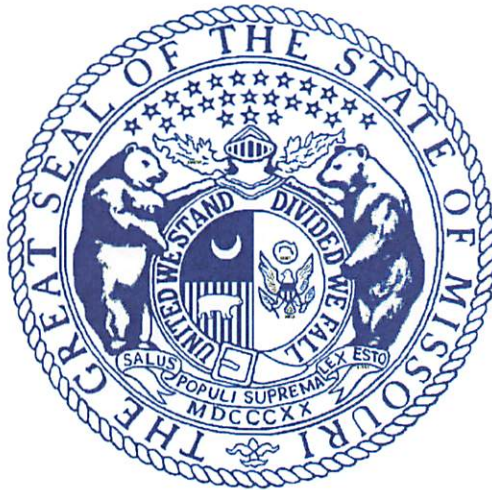
Shall the City of Independence, Missouri, issue its general obligation bonds in the amount of \$12,000,000 for the purpose of renovating, improving and equipping parks and recreation buildings, facilities and grounds, including historic buildings and the Independence Athletic Complex?

- ☐ YES
☐ NO

EXHIBIT B

[CERTIFICATION OF VOTES]

**OFFICIAL
CERTIFICATION
SPECIAL ELECTION
CITY OF INDEPENDENCE
STATE OF MISSOURI
County of Jackson**



Tuesday, April 8, 2025

**Jackson County Board of Election Commissioners
215 N. Liberty, P.O. Box 296
Independence, Missouri 64051**

Michael K. Whitehead
Chairman

Henry R. Carner
Secretary

Colleen M. Scott
Member

Lyle K. Querry
Member

Tammy L. Brown
Director

Sara A. Zorich
Director

Statement of Votes Cast
JACKSON COUNTY, MISSOURI
GENERAL MUNICIPAL ELECTION
APRIL 8, 2025
ELECTION DAY
OFFICIAL

Date: 4/16/2025
Time: 8:45:13 AM CDT
Page 1/12

CITY OF INDEPENDENCE - GENERAL
OBLIGATION BOND QUESTION 1

	Reg. Voters	Total Votes	YES		NO	
Jurisdiction Wide						
B101, 02, 03						
Normal	4390	305	107	35.08%	198	64.92%
Absentee	4390	0	0	-	0	-
Provisional	4390	0	0	-	0	-
B1 04						
Normal	1145	104	31	29.81%	73	70.19%
Absentee	1145	0	0	-	0	-
Provisional	1145	0	0	-	0	-
B105, 06, 07, 08, 13, B4 01						
Normal	3	0	0	-	0	-
Absentee	3	0	0	-	0	-
Provisional	3	0	0	-	0	-
B110, 11, B4 02, 03, 04						
Normal	3087	440	211	47.95%	229	52.05%
Absentee	3087	0	0	-	0	-
Provisional	3087	0	0	-	0	-
B2 01						
Normal	2032	236	87	36.86%	149	63.14%
Absentee	2032	0	0	-	0	-
Provisional	2032	0	0	-	0	-
B202, 03, 04						
Normal	3502	345	128	37.10%	217	62.90%
Absentee	3502	0	0	-	0	-
Provisional	3502	0	0	-	0	-
B2 05, B6 03, 04, 05						
Normal	4441	754	293	38.86%	461	61.14%
Absentee	4441	0	0	-	0	-
Provisional	4441	0	0	-	0	-
B2 06, 07						
Normal	2417	223	79	35.43%	144	64.57%
Absentee	2417	0	0	-	0	-
Provisional	2417	0	0	-	0	-
B301						
Normal	2903	295	108	36.61%	187	63.39%
Absentee	2903	0	0	-	0	-
Provisional	2903	0	0	-	0	-

Statement of Votes Cast
JACKSON COUNTY, MISSOURI
GENERAL MUNICIPAL ELECTION
APRIL 8, 2025
ELECTION DAY
OFFICIAL

Date: 4/16/2025
Time: 8:45:13 AM CDT
Page 2/12

CITY OF INDEPENDENCE - GENERAL
OBLIGATION BOND QUESTION 1

	Reg. Voters	Total Votes	YES		NO	
B3 02						
Normal	2774	345	130	37.68%	215	62.32%
Absentee	2774	0	0	-	0	-
Provisional	2774	0	0	-	0	-
B4 05, 08, 10						
Normal	2495	238	85	35.71%	153	64.29%
Absentee	2495	0	0	-	0	-
Provisional	2495	0	0	-	0	-
B4 06, 07, 09						
Normal	1927	203	91	44.83%	112	55.17%
Absentee	1927	0	0	-	0	-
Provisional	1927	0	0	-	0	-
B4 11, B5 05						
Normal	3040	485	267	55.05%	218	44.95%
Absentee	3040	0	0	-	0	-
Provisional	3040	0	0	-	0	-
B5 01, 02						
Normal	3538	372	156	41.94%	216	58.06%
Absentee	3538	0	0	-	0	-
Provisional	3538	0	0	-	0	-
B5 03						
Normal	1109	154	54	35.06%	100	64.94%
Absentee	1109	0	0	-	0	-
Provisional	1109	0	0	-	0	-
B5 04						
Normal	2060	285	129	45.26%	156	54.74%
Absentee	2060	0	0	-	0	-
Provisional	2060	0	0	-	0	-
B6 01						
Normal	2681	281	104	37.01%	177	62.99%
Absentee	2681	0	0	-	0	-
Provisional	2681	0	0	-	0	-
B6 02						
Normal	2472	345	168	48.70%	177	51.30%
Absentee	2472	0	0	-	0	-
Provisional	2472	0	0	-	0	-
B701						
Normal	1716	277	131	47.29%	146	52.71%
Absentee	1716	0	0	-	0	-
Provisional	1716	0	0	-	0	-

Statement of Votes Cast
JACKSON COUNTY, MISSOURI
GENERAL MUNICIPAL ELECTION
APRIL 8, 2025
ELECTION DAY
OFFICIAL

Date: 4/16/2025
Time: 8:45:13 AM CDT
Page 3/12

CITY OF INDEPENDENCE - GENERAL
OBLIGATION BOND QUESTION 1

	Reg. Voters	Total Votes	YES		NO	
B702						
Normal	2459	314	152	48.41%	162	51.59%
Absentee	2459	0	0	-	0	-
Provisional	2459	0	0	-	0	-
B7 03						
Normal	2418	335	145	43.28%	190	56.72%
Absentee	2418	0	0	-	0	-
Provisional	2418	0	0	-	0	-
B704, 05						
Normal	3288	434	242	55.76%	192	44.24%
Absentee	3288	0	0	-	0	-
Provisional	3288	0	0	-	0	-
B8 01, 02						
Normal	5413	821	419	51.04%	402	48.96%
Absentee	5413	0	0	-	0	-
Provisional	5413	0	0	-	0	-
B8 04						
Normal	2015	308	181	58.77%	127	41.23%
Absentee	2015	0	0	-	0	-
Provisional	2015	0	0	-	0	-
B8 05, 06						
Normal	2426	470	297	63.19%	173	36.81%
Absentee	2426	0	0	-	0	-
Provisional	2426	0	0	-	0	-
FO02, SN 03, 06						
Normal	725	154	46	29.87%	108	70.13%
Absentee	725	0	0	-	0	-
Provisional	725	0	0	-	0	-
PR 01, SN 01, 02						
Normal	1217	88	44	50.00%	44	50.00%
Absentee	1217	0	0	-	0	-
Provisional	1217	0	0	-	0	-
SN 04						
Normal	1252	209	86	41.15%	123	58.85%
Absentee	1252	0	0	-	0	-
Provisional	1252	0	0	-	0	-
SN 05						
Normal	1264	154	67	43.51%	87	56.49%
Absentee	1264	0	0	-	0	-
Provisional	1264	0	0	-	0	-

Statement of Votes Cast
 JACKSON COUNTY, MISSOURI
 GENERAL MUNICIPAL ELECTION
 APRIL 8, 2025
 ELECTION DAY
 OFFICIAL

Date: 4/16/2025
 Time: 8:45:13 AM CDT
 Page 4/12

CITY OF INDEPENDENCE - GENERAL
 OBLIGATION BOND QUESTION 1

	Reg. Voters	Total Votes	YES		NO	
ABSENTEE						
Normal	0	0	0	-	0	-
Absentee	0	1213	765	63.07%	448	36.93%
Provisional	0	0	0	-	0	-
Total						
Normal	70209	8974	4038	45.00%	4936	55.00%
Absentee	70209	1213	765	63.07%	448	36.93%
Provisional	70209	0	0	-	0	-
Total	70209	10187	4803	47.15%	5384	52.85%

Statement of Votes Cast
JACKSON COUNTY, MISSOURI
GENERAL MUNICIPAL ELECTION
APRIL 8, 2025
ELECTION DAY
OFFICIAL

Date: 4/16/2025
Time: 8:45:13 AM CDT
Page 5/12

CITY OF INDEPENDENCE - GENERAL
OBLIGATION BOND QUESTION 2

	Reg. Voters	Total Votes	YES		NO	
Jurisdiction Wide						
B101, 02, 03						
Normal	4390	304	183	60.20%	121	39.80%
Absentee	4390	0	0	-	0	
Provisional	4390	0	0	-	0	
B1 04						
Normal	1145	104	46	44.23%	58	55.77%
Absentee	1145	0	0	-	0	
Provisional	1145	0	0	-	0	
B105, 06, 07, 08, 13, B4 01						
Normal	3	0	0	-	0	
Absentee	3	0	0	-	0	
Provisional	3	0	0	-	0	
B110, 11, B4 02, 03, 04						
Normal	3087	442	285	64.48%	157	35.52%
Absentee	3087	0	0	-	0	
Provisional	3087	0	0	-	0	
B2 01						
Normal	2032	236	124	52.54%	112	47.46%
Absentee	2032	0	0	-	0	
Provisional	2032	0	0	-	0	
B202, 03, 04						
Normal	3502	346	165	47.69%	181	52.31%
Absentee	3502	0	0	-	0	
Provisional	3502	0	0	-	0	
B2 05, B6 03, 04, 05						
Normal	4441	753	411	54.58%	342	45.42%
Absentee	4441	0	0	-	0	
Provisional	4441	0	0	-	0	
B2 06, 07						
Normal	2417	225	109	48.44%	116	51.56%
Absentee	2417	0	0	-	0	
Provisional	2417	0	0	-	0	
B301						
Normal	2903	296	144	48.65%	152	51.35%
Absentee	2903	0	0	-	0	
Provisional	2903	0	0	-	0	

Statement of Votes Cast
JACKSON COUNTY, MISSOURI
GENERAL MUNICIPAL ELECTION
APRIL 8, 2025
ELECTION DAY
OFFICIAL

Date: 4/16/2025
Time: 8:45:13 AM CDT
Page 6/12

CITY OF INDEPENDENCE - GENERAL
OBLIGATION BOND QUESTION 2

	Reg. Voters	Total Votes	YES		NO	
B3 02						
Normal	2774	346	186	53.76%	160	46.24%
Absentee	2774	0	0	-	0	-
Provisional	2774	0	0	-	0	-
B4 05, 08, 10						
Normal	2495	238	125	52.52%	113	47.48%
Absentee	2495	0	0	-	0	-
Provisional	2495	0	0	-	0	-
B4 06, 07, 09						
Normal	1927	203	125	61.58%	78	38.42%
Absentee	1927	0	0	-	0	-
Provisional	1927	0	0	-	0	-
B4 11, B5 05						
Normal	3040	485	316	65.15%	169	34.85%
Absentee	3040	0	0	-	0	-
Provisional	3040	0	0	-	0	-
B5 01, 02						
Normal	3538	373	216	57.91%	157	42.09%
Absentee	3538	0	0	-	0	-
Provisional	3538	0	0	-	0	-
B5 03						
Normal	1109	154	80	51.95%	74	48.05%
Absentee	1109	0	0	-	0	-
Provisional	1109	0	0	-	0	-
B5 04						
Normal	2060	285	172	60.35%	113	39.65%
Absentee	2060	0	0	-	0	-
Provisional	2060	0	0	-	0	-
B6 01						
Normal	2681	281	149	53.02%	132	46.98%
Absentee	2681	0	0	-	0	-
Provisional	2681	0	0	-	0	-
B6 02						
Normal	2472	346	216	62.43%	130	37.57%
Absentee	2472	0	0	-	0	-
Provisional	2472	0	0	-	0	-
B701						
Normal	1716	277	167	60.29%	110	39.71%
Absentee	1716	0	0	-	0	-
Provisional	1716	0	0	-	0	-

Statement of Votes Cast
JACKSON COUNTY, MISSOURI
GENERAL MUNICIPAL ELECTION
APRIL 8, 2025
ELECTION DAY
OFFICIAL

Date: 4/16/2025
Time: 8:45:13 AM CDT
Page 7/12

CITY OF INDEPENDENCE - GENERAL
OBLIGATION BOND QUESTION 2

	Reg. Voters	Total Votes	YES		NO	
B702						
Normal	2459	315	199	63.17%	116	36.83%
Absentee	2459	0	0	-	0	-
Provisional	2459	0	0	-	0	-
B7 03						
Normal	2418	335	201	60.00%	134	40.00%
Absentee	2418	0	0	-	0	-
Provisional	2418	0	0	-	0	-
B704, 05						
Normal	3288	436	300	68.81%	136	31.19%
Absentee	3288	0	0	-	0	-
Provisional	3288	0	0	-	0	-
B8 01, 02						
Normal	5413	821	501	61.02%	320	38.98%
Absentee	5413	0	0	-	0	-
Provisional	5413	0	0	-	0	-
B8 04						
Normal	2015	307	213	69.38%	94	30.62%
Absentee	2015	0	0	-	0	-
Provisional	2015	0	0	-	0	-
B8 05, 06						
Normal	2426	472	338	71.61%	134	28.39%
Absentee	2426	0	0	-	0	-
Provisional	2426	0	0	-	0	-
FO02, SN 03, 06						
Normal	725	154	63	40.91%	91	59.09%
Absentee	725	0	0	-	0	-
Provisional	725	0	0	-	0	-
PR 01, SN 01, 02						
Normal	1217	88	61	69.32%	27	30.68%
Absentee	1217	0	0	-	0	-
Provisional	1217	0	0	-	0	-
SN 04						
Normal	1252	209	118	56.46%	91	43.54%
Absentee	1252	0	0	-	0	-
Provisional	1252	0	0	-	0	-
SN 05						
Normal	1264	155	86	55.48%	69	44.52%
Absentee	1264	0	0	-	0	-
Provisional	1264	0	0	-	0	-

Statement of Votes Cast
 JACKSON COUNTY, MISSOURI
 GENERAL MUNICIPAL ELECTION
 APRIL 8, 2025
 ELECTION DAY
 OFFICIAL

Date: 4/16/2025
 Time: 8:45:13 AM CDT
 Page 8/12

CITY OF INDEPENDENCE - GENERAL
 OBLIGATION BOND QUESTION 2

	Reg. Voters	Total Votes	YES		NO	
ABSENTEE						
Normal	0	0	0	-	0	-
Absentee	0	1207	877	72.66%	330	27.34%
Provisional	0	0	0	-	0	-
Total						
Normal	70209	8986	5299	58.97%	3687	41.03%
Absentee	70209	1207	877	72.66%	330	27.34%
Provisional	70209	0	0	-	0	-
Total	70209	10193	6176	60.59%	4017	39.41%

Statement of Votes Cast
JACKSON COUNTY, MISSOURI
GENERAL MUNICIPAL ELECTION
APRIL 8, 2025
ELECTION DAY
OFFICIAL

Date: 4/16/2025
Time: 8:45:13 AM CDT
Page 9/12

CITY OF INDEPENDENCE - GENERAL
OBLIGATION BOND QUESTION 3

	Reg. Voters	Total Votes	YES		NO	
Jurisdiction Wide						
B101, 02, 03						
Normal	4390	305	167	54.75%	138	45.25%
Absentee	4390	0	0	-	0	
Provisional	4390	0	0	-	0	
B1 04						
Normal	1145	104	50	48.08%	54	51.92%
Absentee	1145	0	0	-	0	
Provisional	1145	0	0	-	0	
B105, 06, 07, 08, 13, B4 01						
Normal	3	0	0	-	0	
Absentee	3	0	0	-	0	
Provisional	3	0	0	-	0	
B110, 11, B4 02, 03, 04						
Normal	3087	440	273	62.05%	167	37.95%
Absentee	3087	0	0	-	0	
Provisional	3087	0	0	-	0	
B2 01						
Normal	2032	236	102	43.22%	134	56.78%
Absentee	2032	0	0	-	0	
Provisional	2032	0	0	-	0	
B202, 03, 04						
Normal	3502	345	165	47.83%	180	52.17%
Absentee	3502	0	0	-	0	
Provisional	3502	0	0	-	0	
B2 05, B6 03, 04, 05						
Normal	4441	753	369	49.00%	384	51.00%
Absentee	4441	0	0	-	0	
Provisional	4441	0	0	-	0	
B2 06, 07						
Normal	2417	223	107	47.98%	116	52.02%
Absentee	2417	0	0	-	0	
Provisional	2417	0	0	-	0	
B301						
Normal	2903	295	130	44.07%	165	55.93%
Absentee	2903	0	0	-	0	
Provisional	2903	0	0	-	0	

Statement of Votes Cast
JACKSON COUNTY, MISSOURI
GENERAL MUNICIPAL ELECTION
APRIL 8, 2025
ELECTION DAY
OFFICIAL

Date: 4/16/2025
Time: 8:45:13 AM CDT
Page 10/12

CITY OF INDEPENDENCE - GENERAL
OBLIGATION BOND QUESTION 3

	Reg. Voters	Total Votes	YES		NO	
B3 02						
Normal	2774	346	154	44.51%	192	55.49%
Absentee	2774	0	0	-	0	-
Provisional	2774	0	0	-	0	-
B4 05, 08, 10						
Normal	2495	238	127	53.36%	111	46.64%
Absentee	2495	0	0	-	0	-
Provisional	2495	0	0	-	0	-
B4 06, 07, 09						
Normal	1927	203	112	55.17%	91	44.83%
Absentee	1927	0	0	-	0	-
Provisional	1927	0	0	-	0	-
B4 11, B5 05						
Normal	3040	485	287	59.18%	198	40.82%
Absentee	3040	0	0	-	0	-
Provisional	3040	0	0	-	0	-
B5 01, 02						
Normal	3538	372	197	52.96%	175	47.04%
Absentee	3538	0	0	-	0	-
Provisional	3538	0	0	-	0	-
B5 03						
Normal	1109	154	72	46.75%	82	53.25%
Absentee	1109	0	0	-	0	-
Provisional	1109	0	0	-	0	-
B5 04						
Normal	2060	285	168	58.95%	117	41.05%
Absentee	2060	0	0	-	0	-
Provisional	2060	0	0	-	0	-
B6 01						
Normal	2681	283	139	49.12%	144	50.88%
Absentee	2681	0	0	-	0	-
Provisional	2681	0	0	-	0	-
B6 02						
Normal	2472	345	195	56.52%	150	43.48%
Absentee	2472	0	0	-	0	-
Provisional	2472	0	0	-	0	-
B701						
Normal	1716	277	145	52.35%	132	47.65%
Absentee	1716	0	0	-	0	-
Provisional	1716	0	0	-	0	-

Statement of Votes Cast
JACKSON COUNTY, MISSOURI
GENERAL MUNICIPAL ELECTION
APRIL 8, 2025
ELECTION DAY
OFFICIAL

Date: 4/16/2025
Time: 8:45:13 AM CDT
Page 11/12

CITY OF INDEPENDENCE - GENERAL
OBLIGATION BOND QUESTION 3

	Reg. Voters	Total Votes	YES		NO	
B702						
Normal	2459	316	182	57.59%	134	42.41%
Absentee	2459	0	0	-	0	-
Provisional	2459	0	0	-	0	-
B7 03						
Normal	2418	336	185	55.06%	151	44.94%
Absentee	2418	0	0	-	0	-
Provisional	2418	0	0	-	0	-
B704, 05						
Normal	3288	435	279	64.14%	156	35.86%
Absentee	3288	0	0	-	0	-
Provisional	3288	0	0	-	0	-
B8 01, 02						
Normal	5413	821	468	57.00%	353	43.00%
Absentee	5413	0	0	-	0	-
Provisional	5413	0	0	-	0	-
B8 04						
Normal	2015	306	196	64.05%	110	35.95%
Absentee	2015	0	0	-	0	-
Provisional	2015	0	0	-	0	-
B8 05, 06						
Normal	2426	468	309	66.03%	159	33.97%
Absentee	2426	0	0	-	0	-
Provisional	2426	0	0	-	0	-
FO02, SN 03, 06						
Normal	725	154	53	34.42%	101	65.58%
Absentee	725	0	0	-	0	-
Provisional	725	0	0	-	0	-
PR 01, SN 01, 02						
Normal	1217	88	51	57.95%	37	42.05%
Absentee	1217	0	0	-	0	-
Provisional	1217	0	0	-	0	-
SN 04						
Normal	1252	209	98	46.89%	111	53.11%
Absentee	1252	0	0	-	0	-
Provisional	1252	0	0	-	0	-
SN 05						
Normal	1264	155	82	52.90%	73	47.10%
Absentee	1264	0	0	-	0	-
Provisional	1264	0	0	-	0	-

Statement of Votes Cast
 JACKSON COUNTY, MISSOURI
 GENERAL MUNICIPAL ELECTION
 APRIL 8, 2025
 ELECTION DAY
 OFFICIAL

Date: 4/16/2025
 Time: 8:45:13 AM CDT
 Page 12/12

CITY OF INDEPENDENCE - GENERAL
 OBLIGATION BOND QUESTION 3

	Reg. Voters	Total Votes	YES		NO	
ABSENTEE						
Normal	0	0	0	-	0	-
Absentee	0	1208	783	64.82%	425	35.18%
Provisional	0	0	0	-	0	-
Total						
Normal	70209	8977	4862	54.16%	4115	45.84%
Absentee	70209	1208	783	64.82%	425	35.18%
Provisional	70209	0	0	-	0	-
Total	70209	10185	5645	55.42%	4540	44.58%

EXHIBIT C

[AFFIDAVITS OF PUBLICATION]

AFFIDAVIT OF PUBLICATION

THE EXAMINER
PO BOX 1283
HUTCHINSON, KS 67504-1283

STATE OF MISSOURI }
COUNTY OF JACKSON }

SS

Account Number: 557

Ad Number: 3229770, 3229780, 3229790,
3229800

Description: PG-1-4 - Notice of Elect -

SamplAd Cost: \$3,576.00

Sherry Groves, being first duly sworn, says:

That she is the Agent of the The Examiner, a daily newspaper of general circulation, printed and published in Independence, Jackson County, Missouri; that the publication, a copy of which is attached hereto, was published in said newspaper on the following dates:

March 29, 2025

April 5, 2025

That said newspaper was regularly issued and circulated on those dates.

SIGNED:

Sherry Groves

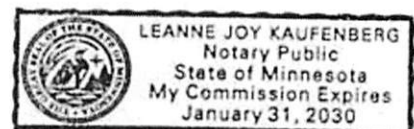
Agent

Subscribed to and sworn to me this 5th day of April 2025.

Leanne Kaufenberg

Leanne Kaufenberg, Notary Public, Redwood County
Minnesota

Jackson County Board Elections
JACKSON COUNTY BOARD ELECTIONS
215 N LIBERTY
INDEPENDENCE, MO 64051



STATE OF MISSOURI
JACKSON COUNTY
GENERAL MUNICIPAL ELECTION
TUESDAY, APRIL 8, 2025



THIS NOTICE IS BEING PUBLISHED IN ACCORDANCE WITH MISSOURI REVISED STATUTE 115.127 AND OTHER APPLICABLE STATE STATUTES.

**GENERAL MUNICIPAL ELECTION
CITY OF BLUE SPRINGS
TUESDAY, APRIL 8, 2025**

Notice is hereby given to the registered qualified voters of the City of Blue Springs, Missouri, that the City Council of said City has called a General Municipal Election to be held on Tuesday, April 8, 2025. The polls will be open between the hours of 6:00 A.M. and 7:00 P.M. The official ballot will be substantially in the following form.

**COUNCILMEMBER DISTRICT 1
(VOTE FOR ONE)**
GALEN ERICSON
WRITE-IN

**COUNCILMEMBER DISTRICT 2
(VOTE FOR ONE)**
KATIE THOLEN
DOUGLAS STACER
BYRON CRADDOLPH
WRITE-IN

**COUNCILMEMBER DISTRICT 3
(VOTE FOR ONE)**
JEREMY ROWAN
SUSAN CULPEPPER
WRITE-IN

CHARTER QUESTION NO. 1

Shall the Charter of Blue Springs Sections 3.3, 3.10, and 4.2 be amended to provide that: 1) Councilmembers shall reside in their districts during their terms; 2) when a City Councilmember seat is vacant, the Mayor shall appoint, and the City Council shall approve, a replacement at or before the second regularly scheduled meeting of the City Council after the vacancy occurs, rather than the next meeting of the City Council after the vacancy occurs; 3) when a City Councilmember is appointed to fill a vacancy, such appointment shall last until the term expires, rather than until the next regular municipal election for which the filing period has not closed; and 4) the Mayor shall reside within the City during their term?

YES
NO

CHARTER QUESTION NO. 2

Shall the Charter of Blue Springs Sections 9.2, 9.3, and 9.5 be amended to: 1) clarify that only registered, qualified voters of the City may commence initiative, referendum, or recall proceedings; 2) provide that a Petitioners' Committee shall select a Chairperson for the Committee; 3) provide that a petition shall be signed in ink only, rather than indelible pencil, and shall include the printed name of the person signing the petition; and 4) provide that documents related to a pending petition may be mailed by certified mail, return receipt requested, rather than registered mail, and that documents related to a pending petition may be picked up in person at City Hall with written acknowledgement of the receipt of the documents?

YES
NO

CHARTER QUESTION NO. 3

Shall the Charter of Blue Springs Section 9.2 be amended to provide that: 1) persons who have been convicted of, found guilty of, or pled guilty to an offense involving forgery under the laws of Missouri or an offense under the laws of any other jurisdiction if that offense would have been considered forgery under the laws of Missouri shall not qualify as petition circulators; and 2) after the initial Petitioners' Committee is formed, additional registered, qualified voters of the City may join the Petitioners' Committee by submitting a notarized Affidavit, which shall be signed by the Petitioners' Committee Chair and the additional Petitioners' Committee member, and shall include the additional member's name and address; and that the Affidavit shall be received by the City Clerk's Office prior to the additional member obtaining signatures on a petition?

YES
NO

CHARTER QUESTION NO. 4

Shall the Charter of Blue Springs Section 9.4 be amended to provide that: 1) referendum petitions must be filed within ninety (90) calendar days, rather than sixty (60), after adoption of the ordinance to be reconsidered; and 2) initiative and recall petitions must be filed within ninety (90) days, rather than sixty (60), after issuance of the petition forms to the Petitioners' Committee?

YES
NO

CHARTER QUESTION NO. 5

Shall the Charter of Blue Springs Sections 3.18, 5.4, 6.1, 6.3, 7.5, 7.6, and 7.9 be amended to: 1) provide that the annual audit of City accounts and management report be completed in accordance with the Government Accounting Standards Board accounting principles; 2) provide that the City Administrator's recommended annual operating budget and Capital Improvement Program shall be made available to the public; 3) provide that the City Council may by ordinance establish a City health department; 4) provide that the City Administrator, or their designee, shall prepare a City Comprehensive Plan, which shall be amended from time to time pursuant to State law, rather than every five years; 5) provide that the budget shall be displayed on the City of Blue Springs website, rather than be prominently displayed on the City of Blue Springs website; 6) provide that the budget and capital improvement program shall be made available at City Hall, rather than in suitable places throughout the City; and 7) remove outdated language regarding the computation of taxes?

YES
NO

**GENERAL MUNICIPAL ELECTION
CITY OF BUCKNER
TUESDAY, APRIL 8, 2025**

Notice is hereby given to the registered qualified voters of the City of Buckner, Missouri, that the Board of Aldermen of said City has called a General Municipal Election to be held on Tuesday, April 8, 2025. The polls will be open between the hours of 6:00 A.M. and 7:00 P.M. The official ballot will be substantially in the following form.

ALDERMAN WARD 1 (VOTE FOR ONE)
MICHAEL NORRIS
WRITE-IN

ALDERMAN WARD 2 (VOTE FOR ONE)
REUBEN WALCOTT
WRITE-IN

ALDERMAN WARD 3 (VOTE FOR ONE)
NO CANDIDATE FILED
WRITE-IN

**GENERAL MUNICIPAL ELECTION
CITY OF GRAIN VALLEY
TUESDAY, APRIL 8, 2025**

Notice is hereby given to the registered qualified voters of the City of Grain Valley, Missouri, that the Board of Aldermen of said City has called a General Municipal Election to be held on Tuesday, April 8, 2025. The polls will be open between the hours of 6:00 A.M. and 7:00 P.M. The official ballot will be substantially in the following form.

ALDERMAN WARD 1 (VOTE FOR ONE)
JIM MYERS
WRITE-IN

ALDERMAN WARD 2 (VOTE FOR ONE)
LISA LUMBERG
WRITE-IN

ALDERMAN WARD 3 (VOTE FOR ONE)
BRIAN GRAY
WRITE-IN

QUESTION

Shall the City of Grain Valley, Missouri, issue its general obligation bonds in the amount of \$24,600,000 for the purpose of site development and the acquiring, constructing, improving, furnishing, and equipping of a new municipal complex, to include a city hall and a community center?

YES
NO

**GENERAL MUNICIPAL ELECTION
CITY OF GRANDVIEW
TUESDAY, APRIL 8, 2025**

Notice is hereby given to the registered qualified voters of the City of Grandview, Missouri, that the Board of Aldermen of said City has called a General Municipal Election to be held on Tuesday, April 8, 2025. The polls will be open between the hours of 6:00 A.M. and 7:00 P.M. The official ballot will be substantially in the following form.

MAYOR (VOTE FOR ONE)
LEONARD D. JONES, JR.
DAVID ROBINSON
WRITE-IN

ALDERMAN WARD 1 (VOTE FOR ONE)
SANDRA CHAMPION JONES
WRITE-IN

ALDERMAN WARD 2 (VOTE FOR ONE)
ANNETTE TURNBAUGH
WRITE-IN

ALDERMAN WARD 3 (VOTE FOR ONE)
JOHN T. MALONEY
WRITE-IN

MUNICIPAL JUDGE (VOTE FOR ONE)
RONALD E. JOHNSON
WRITE-IN

**GENERAL MUNICIPAL ELECTION
CITY OF GREENWOOD
TUESDAY, APRIL 8, 2025**

Notice is hereby given to the registered qualified voters of the City of Greenwood, Missouri, that the Board of Aldermen of said City has called a General Municipal Election to be held on Tuesday, April 8, 2025. The polls will be open between the hours of 6:00 A.M. and 7:00 P.M. The official ballot will be substantially in the following form.

ALDERMAN WARD 1 (VOTE FOR ONE)
RYAN MURRAY
WRITE-IN

ALDERMAN WARD 2 (VOTE FOR ONE)
JEREMY CAGLE
KERRY J. FULTON
PAUL RADER, II
WRITE-IN

STATE OF MISSOURI
JACKSON COUNTY
GENERAL MUNICIPAL ELECTION
TUESDAY, APRIL 8, 2025



THIS NOTICE IS BEING PUBLISHED IN ACCORDANCE WITH MISSOURI REVISED STATUTE 115.127 AND OTHER APPLICABLE STATE STATUTES.

**SPECIAL ELECTION
CITY OF INDEPENDENCE
TUESDAY, APRIL 8, 2025**

Notice is hereby given to the registered qualified voters of the City of Independence, Missouri, that the City Council of said City has called a Special Election to be held on Tuesday, April 8, 2025. The polls will be open between the hours of 6:00 A.M. and 7:00 P.M. The official ballot will be substantially in the following form.

**GENERAL OBLIGATION BOND
QUESTION 1**

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

YES
NO

**GENERAL OBLIGATION BOND
QUESTION 2**

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

YES
NO

**GENERAL OBLIGATION BOND
QUESTION 3**

Shall the City of Independence, Missouri, issue its general obligation bonds in the amount of \$12,000,000 for the purpose of renovating, improving and equipping parks and recreation buildings, facilities and grounds, including historic buildings and the Independence Athletic Complex?

YES
NO

**GENERAL MUNICIPAL ELECTION
CITY OF LAKE LOTAWANA
TUESDAY, APRIL 8, 2025**

Notice is hereby given to the registered qualified voters of the City of Lake Lotawana, Missouri, that the Board of Aldermen of said City has called a General Municipal Election to be held on Tuesday, April 8, 2025. The polls will be open between the hours of 6:00 A.M. and 7:00 P.M. The official ballot will be substantially in the following form.

MAYOR (VOTE FOR ONE)
TRACY RASMUSSEN
WRITE-IN

ALDERMAN WARD 1 (VOTE FOR ONE)
PATRICIA HALL
WRITE-IN

ALDERMAN WARD 2 (VOTE FOR ONE)
GERALD OGILVIE
WRITE-IN

ALDERMAN WARD 3 (VOTE FOR ONE)
DOUGLAS CARLSON
WRITE-IN

CITY COLLECTOR (VOTE FOR ONE)
TRINA COLE
WRITE-IN

**GENERAL MUNICIPAL ELECTION
CITY OF LAKE TAPAWINGO
TUESDAY, APRIL 8, 2025**

Notice is hereby given to the registered qualified voters of the City of Lake Tapawingo, Missouri, that the Board of Aldermen of said City has called a General Municipal Election to be held on Tuesday, April 8, 2025. The polls will be open between the hours of 6:00 A.M. and 7:00 P.M. The official ballot will be substantially in the following form.

MAYOR (VOTE FOR ONE)
THOMAS D. RODENBERG
WRITE-IN

ALDERMAN WARD 1 (VOTE FOR ONE)
TRACI VIA
WRITE-IN

ALDERMAN WARD 2 (VOTE FOR ONE)
JENNIFER WEIGEL
WRITE-IN

ALDERMAN WARD 3 (VOTE FOR ONE)
JOHN M. NICOL
WRITE-IN

**GENERAL MUNICIPAL ELECTION
CITY OF LONE JACK
TUESDAY, APRIL 8, 2025**

Notice is hereby given to the registered qualified voters of the City of Lone Jack, Missouri, that the Board of Aldermen of said City has called a General Municipal Election to be held on Tuesday, April 8, 2025, the polls will be open between the hours of 6:00 A.M. and 7:00 P.M. The official ballot will be substantially in the following form.

MAYOR (VOTE FOR ONE)
PHILLIP ANDREAS
WRITE-IN

ALDERMAN WARD 1 (VOTE FOR ONE)
JARED FOX
WRITE-IN

ALDERMAN WARD 2 (VOTE FOR ONE)
CRAIG KREBBS
WRITE-IN

**GENERAL MUNICIPAL ELECTION
CITY OF OAK GROVE
TUESDAY, APRIL 8, 2025**

Notice is hereby given to the registered qualified voters of the City of Oak Grove, Missouri, that the Board of Aldermen of said City has called a General Municipal Election to be held on Tuesday, April 8, 2025. The polls will be open between the hours of 6:00 A.M. and 7:00 P.M. The official ballot will be substantially in the following form.

ALDERMAN WARD 1 (VOTE FOR ONE)
RACHEL KILMER
WRITE-IN

ALDERMAN WARD 2 (VOTE FOR ONE)
KELLY NADEAU
WRITE-IN

ALDERMAN WARD 3 (VOTE FOR ONE)
CIERRA FORTNER
TRACEY NEWCOMER
WRITE-IN

**ALDERMAN WARD 3 (UNEXPIRED
TERM) (VOTE FOR ONE)**
MELISSA JOHNSON
WRITE-IN

**GENERAL MUNICIPAL ELECTION
CITY OF RAYTOWN
TUESDAY, APRIL 8, 2025**

Notice is hereby given to the registered qualified voters of the City of Raytown, Missouri, that the Board of Aldermen of said City has called a General Municipal Election to be held on Tuesday, April 8, 2025. The polls will be open between the hours of 6:00 A.M. and 7:00 P.M. The official ballot will be substantially in the following form.

ALDERMAN WARD 1 (VOTE FOR ONE)
THERESA TUSH
DEMONTÉ ROCHESTER
PHILIP D. CONWAY
WRITE-IN

ALDERMAN WARD 2 (VOTE FOR ONE)
LORETHA HAYDEN
RYAN HOFFMAN
WRITE-IN

ALDERMAN WARD 3 (VOTE FOR ONE)
MORRIS KELLOY
RYAN MYERS
LATRICE THOMAS
WRITE-IN

ALDERMAN WARD 4 (VOTE FOR ONE)
JOSH MORALES
WILLIAM E. (BILL) VAN BUSKIRK
RODNEY V. FRITZ
WRITE-IN

ALDERMAN WARD 5 (VOTE FOR ONE)
BONNAYE MIMS
WRITE-IN

MUNICIPAL JUDGE (VOTE FOR ONE)
TRACI FANN
WRITE-IN

**GENERAL MUNICIPAL ELECTION
CITY OF SUGAR CREEK
TUESDAY, APRIL 8, 2025**

Notice is hereby given to the registered qualified voters of the City of Sugar Creek, Missouri, that the Board of Aldermen of said City has called a General Municipal Election to be held on Tuesday, April 8, 2025. The polls will be open between the hours of 6:00 A.M. and 7:00 P.M. The official ballot will be substantially in the following form.

MAYOR (VOTE FOR ONE)
MICHAEL LARSON
WRITE-IN

ALDERMAN WARD 1 (VOTE FOR ONE)
NANCY GRIEGO
WRITE-IN

ALDERMAN WARD 2 (VOTE FOR ONE)
JOI HAZELRIGG
WRITE-IN

QUESTION

Shall the City of Sugar Creek, Missouri be authorized to sell its water and waste water (sewer) utilities to Missouri American Water Company for the sum of \$5,000,000.00 (five million dollars) with a commitment by Missouri American Water to invest at least an additional \$8,000,000 (eight million dollars) in the systems over the next five years?

YES
NO

STATE OF MISSOURI
JACKSON COUNTY
GENERAL MUNICIPAL ELECTION
TUESDAY, APRIL 8, 2025



THIS NOTICE IS BEING PUBLISHED IN ACCORDANCE WITH MISSOURI REVISED STATUTE 115.127 AND OTHER APPLICABLE STATE STATUTES.

**GENERAL MUNICIPAL ELECTION
VILLAGE OF RIVER BEND
TUESDAY, APRIL 8, 2025**

Notice is hereby given to the registered qualified voters of the Village of River Bend, Missouri, that the Board of Trustees of said Village has called a General Municipal Election to be held on Tuesday, April 8, 2025. The polls will be open between the hours of 8:00 A.M. and 7:00 P.M. The official ballot will be substantially in the following form.

TRUSTEE (VOTE FOR TWO)
MICHAEL SCHNEIDER
STEPHEN RICHARDSON
WRITE-IN
WRITE-IN

TRUSTEE (UNEXPIRED TERM) (VOTE FOR TWO)
NO CANDIDATE FILED
WRITE-IN
WRITE-IN

**GENERAL MUNICIPAL ELECTION
TOWN OF SIBLEY
TUESDAY, APRIL 8, 2025**

Notice is hereby given to the registered qualified voters of the Town of Sibley, Missouri, that the Board of Trustees of said Town has called a General Municipal Election to be held on Tuesday, April 8, 2025. The polls will be open between the hours of 8:00 A.M. and 7:00 P.M. The official ballot will be substantially in the following form.

TRUSTEE (VOTE FOR TWO)
FARRON BROOKER
DANIEL JEFFRIES
WRITE-IN
WRITE-IN

**GENERAL MUNICIPAL ELECTION
TOWN OF UNITY VILLAGE
TUESDAY, APRIL 8, 2025**

Notice is hereby given to the registered qualified voters of the Town of Unity Village, Missouri, that the Board of Trustees of said Town has called a General Municipal Election to be held on Tuesday, April 8, 2025. The polls will be open between the hours of 8:00 A.M. and 7:00 P.M. The official ballot will be substantially in the following form.

TRUSTEE (VOTE FOR FIVE)
GUY BARKER
BRANDI FRENCH
MARK FUSS
LAURA PLACE
JAMES ROBERTS
WRITE-IN
WRITE-IN
WRITE-IN
WRITE-IN
WRITE-IN

**GENERAL MUNICIPAL ELECTION
CONSOLIDATED SCHOOL
DISTRICT NO. 1
TUESDAY, APRIL 8, 2025**

Notice is hereby given to the registered qualified voters of the Consolidated School District No. 1 of Jackson County, Missouri, that the Board of Education of said School District has called a General Municipal Election to be held on Tuesday, April 8, 2025. The polls will be open between the hours of 8:00 A.M. and 7:00 P.M. The official ballot will be substantially in the following form.

DIRECTOR (VOTE FOR TWO)
BETH BOERGER
VANESSA CLABORN
TRAMISE CARTER
TERESA MURPHY
CLIFFORD RAGAN, III
WRITE-IN
WRITE-IN

**GENERAL MUNICIPAL ELECTION
CONSOLIDATED SCHOOL
DISTRICT NO. 2
TUESDAY, APRIL 8, 2025**

Notice is hereby given to the registered qualified voters of the Consolidated School District No. 2 of Jackson County, Missouri, that the Board of Education of said School District has called a General Municipal Election to be held on Tuesday, April 8, 2025. The polls will be open between the hours of 8:00 A.M. and 7:00 P.M. The official ballot will be substantially in the following form.

DIRECTOR (VOTE FOR TWO)
JOE CREAMER
BOBBIE SAULSBERRY
JORDAN JAMERSON
EDNA ADELUSOLA
SAM MADSON
JULES SNEDDON
DAVID HOLMAN
WRITE-IN
WRITE-IN

**GENERAL MUNICIPAL ELECTION
CONSOLIDATED SCHOOL
DISTRICT NO. 6
TUESDAY, APRIL 8, 2025**

Notice is hereby given to the registered qualified voters of the Consolidated School District No. 6 of Jackson County, Missouri, that the Board of Education of said School District has called a General Municipal Election to be held on Tuesday, April 8, 2025. The polls will be open between the hours of 8:00 A.M. and 7:00 P.M. The official ballot will be substantially in the following form.

DIRECTOR (VOTE FOR TWO)
CAMILLE LUCITO
DAVID MILLER
WRITE-IN
WRITE-IN

QUESTION

Shall the school board of the Lone Jack C6 School District of Jackson County, Missouri, adopt the provisions of Section 171.128, RSMo, utilizing a hybrid of the four-day school week and continue the current school calendar established by the district for the next ten years in the district of Lone Jack C6 School District of Jackson County?

YES
NO

**GENERAL MUNICIPAL ELECTION
REORGANIZED SCHOOL
DISTRICT NO. 1
TUESDAY, APRIL 8, 2025**

Notice is hereby given to the registered qualified voters of the Reorganized School District No. 1 of Jackson County, Missouri, that the Board of Education of said School District has called a General Municipal Election to be held on Tuesday, April 8, 2025. The polls will be open between the hours of 8:00 A.M. and 7:00 P.M. The official ballot will be substantially in the following form.

DIRECTOR (VOTE FOR TWO)
KELLY K. SCOTT
TIM BROWN
SHARON DANKENBRING
CHRIS MOUSSEAU
GWEN HEFNER
WRITE-IN
WRITE-IN

**GENERAL MUNICIPAL ELECTION
REORGANIZED SCHOOL
DISTRICT NO. 5
TUESDAY, APRIL 8, 2025**

Notice is hereby given to the registered qualified voters of the Reorganized School District No. 5 of Jackson County, Missouri, that the Board of Education of said School District has called a General Municipal Election to be held on Tuesday, April 8, 2025. The polls will be open between the hours of 8:00 A.M. and 7:00 P.M. The official ballot will be substantially in the following form.

DIRECTOR (VOTE FOR TWO)
JEFFREY PORTER
MICHAEL CASSIDY
JASON WILLIAMS
WRITE-IN
WRITE-IN

**GENERAL MUNICIPAL ELECTION
REORGANIZED SCHOOL
DISTRICT NO. 8
TUESDAY, APRIL 8, 2025**

Notice is hereby given to the registered qualified voters of the Reorganized School District No. 8 of Jackson County, Missouri, that the Board of Education of said School District has called a General Municipal Election to be held on Tuesday, April 8, 2025. The polls will be open between the hours of 8:00 A.M. and 7:00 P.M. The official ballot will be substantially in the following form.

DIRECTOR (VOTE FOR TWO)
JEFF JENNINGS
BRETT ALLEN HAGER
JOSEPH (JOE) DANIEL GUEVEL
WRITE-IN
WRITE-IN

QUESTION

Shall the Oak Grove R-VI School District of Jackson County, Missouri be authorized to increase the operating tax levy ceiling to \$3.4061 per \$100 of assessed valuation in tax year 2025, to \$3.6061 per \$100 of assessed valuation in tax year 2026 and to \$4.2061 per \$100 of assessed valuation in tax year 2027 and thereafter for general operating expenses of the District, including without limitation increasing compensation to attract and retain quality teachers and staff, to enhance district technology and STEM (science technology, engineering, and mathematics) programs and enhance school safety.

If this question is approved, the operating tax levy of the District is estimated to increase by \$0.50 per \$100 of assessed valuation in tax year 2025, by an additional \$0.40 per \$100 of assessed valuation in tax year 2026 and by an additional \$0.40 per \$100 of assessed valuation in tax year 2027. In connection therewith, the District expects to make reductions to its debt service tax levy of \$0.30 per \$100 of assessed valuation in tax year 2025, \$0.20 per \$100 of assessed valuation in tax year 2026 and \$0.20 per \$100 of assessed valuation in tax year 2027.

Approval of this question would result in the estimated overall tax levy of the District to increase \$0.60 by tax year 2027.

YES
NO

STATE OF MISSOURI
JACKSON COUNTY
GENERAL MUNICIPAL ELECTION
TUESDAY, APRIL 8, 2025



THIS NOTICE IS BEING PUBLISHED IN ACCORDANCE WITH MISSOURI REVISED STATUTE 115.127 AND OTHER APPLICABLE STATE STATUTES.

GENERAL MUNICIPAL ELECTION
REORGANIZED SCHOOL
DISTRICT NO. 7
TUESDAY, APRIL 8, 2025

Notice is hereby given to the registered qualified voters of the Reorganized School District No. 7 of Jackson County, Missouri, that the Board of Education of said School District has called a General Municipal Election to be held on Tuesday, April 8, 2025. The polls will be open between the hours of 6:00 A.M. and 7:00 P.M. The official ballot will be substantially in the following form.

DIRECTOR (VOTE FOR TWO)

JENNIFER FOLEY
LEON WEATHERBY
MICHELLE DAWSON
NICKY NICKENS
WRITE-IN
WRITE-IN

QUESTION

Shall Reorganized School District No. 7 of Jackson County, Missouri (Lee's Summit R-7) issue its general obligation bonds in the amount of \$225,000,000, estimated to result in no increase to the District's debt service property tax levy, for the purpose of acquiring, constructing, improving, repairing, renovating, furnishing and equipping new and existing school sites and facilities and the purchase of land?

If this question is approved, the District's debt service property tax levy is estimated to remain unchanged at \$0.87 per \$100 of assessed valuation of real and personal property.

YES
NO

GENERAL MUNICIPAL ELECTION
SNI VALLEY
FIRE PROTECTION DISTRICT
TUESDAY, APRIL 8, 2025

Notice is hereby given to the registered qualified voters of the Sni Valley Fire Protection District of Jackson County, Missouri that the Board of Directors has called a General Municipal Election to be held on Tuesday, April 8, 2025. The polls will be open between the hours of 6:00 A.M. and 7:00 P.M. The official ballot will be substantially in the following form:

DIRECTOR (VOTE FOR ONE)

CHARLES VINYARD
GARY MARTIN
WRITE-IN

DIRECTOR (UNEXPIRED TERM)
(VOTE FOR ONE)

JEFF SMITH
WRITE-IN

QUESTION

Shall the board of directors of the Sni Valley Fire Protection District be authorized to increase the current rate of levy for operations of the Fire District from \$0.86 to the previously approved rate of \$1.02 on each one hundred dollars of assessed valuation?

YES
NO

SPECIAL ELECTION
SOUTHERN JACKSON COUNTY
FIRE PROTECTION DISTRICT
TUESDAY, APRIL 8, 2025

Notice is hereby given to the registered qualified voters of the Southern Jackson County Fire Protection District of Jackson County, Missouri that the Board of Directors has called a Special Election to be held on Tuesday, April 8, 2025. The polls will be open between the hours of 6:00 A.M. and 7:00 P.M. The official ballot will be substantially in the following form.

QUESTION

Shall Southern Jackson County Fire Protection District impose a sales tax of one-half of one percent for the purpose of providing revenues for the operation of the Southern Jackson County Fire Protection District and the total property tax levy on properties in the Southern Jackson County Fire Protection District shall be reduced annually by an amount which reduces property tax revenues by an amount equal to fifty percent of the previous year's revenue collected from this sales tax?

YES
NO

IN WITNESS WHEREOF, the Jackson County Board of Election Commissioners has caused its name to be hereunto signed and the official seal affixed this 28th day of January, 2025.

INSTRUCTIONS TO VOTERS

Using blue or black ink, completely fill in the box next to the candidate or question response of your choice like this: ☐

Fill in the box completely. Do not mark outside of the box. Vote on both sides of the ballot, if applicable.

JACKSON COUNTY BOARD OF
ELECTION COMMISSIONERS

Michael K. Whitehead, Chairman
Colleen M. Scott, Member
Henry R. Carner, Secretary
Lyle K. Query, Member

Tammy L. Brown, Director
Sara A. Zorich, Director

Attest:
Henry R. Carner, Secretary

NOTICE OF ACCESSIBILITY

Further notice is given that, where a regular polling place has limited accessibility, a disabled or elderly voter may be provided an alternative means of casting his or her ballot. Such means may include reassignment to an accessible polling place, curbside voting, assisted voting or voting by absentee ballot. A voter may apply for an absentee ballot in person or by mail or may have a relative or guardian apply in person on his or her behalf. If an absentee voter is disabled or incapacitated, the notary requirement is waived. In addition, voters requiring assistance may be assisted by a person of the voter's choice.

For a complete poll list go to our website:
WWW.JCEBMO.ORG



Look for your Poll Notification Card
in the mail

AFFIDAVIT OF PUBLICATION

State of Florida, County of Orange, ss:

I, India Johnston, of lawful age, being duly sworn upon oath depose and say that I am an agent of Column Software, PBC, duly appointed and authorized agent of the Publisher of Examiner, a publication that is a "legal newspaper" as that phrase is defined for the city of Independence, for the County of Jackson, in the state of Missouri, that this affidavit is Page 1 of 2 with the full text of the sworn-to notice set forth on the pages that follow, and that the attachment hereto contains the correct copy of what was published in said legal newspaper in consecutive issues on the following dates:

Publication Dates:

- Mar 18, 2025

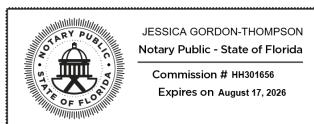
Printer's Fee: \$147.07

India Johnston

Agent

VERIFICATION

State of Florida
County of Orange



Signed or attested before me on this: 03/21/2025

J. R.

Notary Public

Notarized remotely online using communication technology via Proof.

PUBLIC NOITCE

The City of Independence, Missouri has certified three general obligation ballot questions for submission to the voters of the City at the April 8, 2025 election. In connection with such election, the Debt Statement below has been prepared and is being published in accordance with the City Charter.

DEBT STATEMENT

The aggregate principal amount of all outstanding general obligation bonds and notes of the City of Independence, Missouri (the "City") is as follows: \$-0-

Deductions, if any, permitted by the state constitution or law: -0-

The amount of the existing net general obligation indebtedness of the City: -0-

The amount of the net general obligation indebtedness of the City after the issuance of the bonds authorized by the bond ordinance authorizing questions for the April 8, 2025 election:	Question 1:	\$130,000,000
	Question 2:	55,000,000
	Question 3:	12,000,000
	Total:	\$197,000,000

The assessed valuation of taxable tangible property within the City as shown by the last completed assessment for state and county purposes:	Jackson County:	\$2,315,184,778
	Clay County:	58,611
	Total:	\$2,315,243,389

The aggregate principal amount of general obligation bonds and notes which the City may issue pursuant to the state constitution and law: \$463,048,677.80

Prepared by the Director of Finance
of the City of Independence, Missouri

Published in the Examiner, Mar 18, 2025

3251670

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-032 **1R** An Ordinance Amending Chapter 5, Article 10, of the Independence City Code, regarding private security guards. **1R**

Recommendations:

Staff recommends approval.

Background:

This City Code amendment is being brought at the request of the Independence Police Department to make Chapter 5, Article 10, consistent with applicable Missouri State statutes.

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

Department / Contact	Legal /
---------------------------------	---------

REVIEWERS

Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. COI Ordinance re. Fingerprints for Security Guards, 5-6-25

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 5, ARTICLE 10, OF THE
INDEPENDENCE CITY CODE REGARDING PRIVATE SECURITY
GUARDS

WHEREAS, the City of Independence desires to receive criminal history record information on applicants and licensees in specified occupations; and

WHEREAS, the City of Independence desires to enact an ordinance to facilitate the receipt of criminal history record information from the Missouri State Highway Patrol central repository and the Federal Bureau of Investigation (FBI) pursuant to Chapter 43, Section 43.535 Revised Statutes of Missouri; and

WHEREAS, the City of Independence desires to enact such a requirement for private security guard applicants to protect the health, safety, and welfare of the City's residents by ensuring all individuals employed as private security guards will not be a risk to public safety.

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

SECTION 1. The City of Independence enacts this ordinance pursuant to Chapter 43, Section 43.535 RSMo. Independence City Code Chapter 5, Article 10, shall be amended to hereafter read as follows and to regulate the following:

ARTICLE 10. – PRIVATE WATCHGUARDS PRIVATE SECURITY GUARDS

Sec. 5.10.001. – ~~Watchguard~~ **Private security guard** license required and employment purposes.

License purposes. Any individual applying for a private security guard license, issued by the City of Independence, must submit to a fingerprint-based criminal background check for licensure purposes. ~~No person shall engage in the business of private watchguard security guard, operate a private watch security service or be employed as a security guard for a private watch security service without having first obtained a license to do so as hereinafter provided.~~

Sec. 5.10.002. – Article 1 applies.

The following special provisions for applicants or holders of private ~~watchguard~~ **security guard** licenses shall not be construed as the only requirement of such ~~persons~~ **individuals** under this chapter. Rather, Article 1 shall be applied herein in its entirety, except where specific provisions of this article override the general provisions of Article 1.

Sec. 5.10.003 ~~Watchguard~~ **Private security guard** license application.

- A. Any person **individual** ~~operating or intending to~~ **be a** ~~establish the business of private watchguard security guard, private watch service, or employed or intending to be employed as a guard~~ shall file with the License Officer, **as defined in Section 5.01.003 to this Code**, a written application for a license upon forms provided by the License Officer.
- B. ~~If the application is for a license for a private watch service it shall indicate the location of its principal office, the names of the owners and operators thereof and the names of the guards to be employed together with such additional information as may be required by the License Officer.~~
- C. ~~If the application is for a license for a private watchguard security guard it shall indicate the name and address of the applicant, experience in such work together with such additional information as may be required by the License Officer.~~
- D. ~~If the application is for a license for a security guard it shall indicate the name and address of the applicant, the name and address of the private watch security service employing the applicant and experience in such work together with such additional information as may be required by the License Officer.~~

Sec. 5.10.004. - Investigation, issuance of watchguard **private security guard** license and expiration.

- A. All applications for a **private security guard** license ~~for a private watch security service or private watchguard or guard~~ shall be referred to the Chief of Police who shall investigate the fitness of the applicant, experience in such business, the character of service to be performed and the manner in which such business is to be carried on. The Chief of Police shall obtain such other information concerning the applicant as deemed necessary ~~in order to determine the fitness and qualifications of the applicant for the conduct of such business.~~ ~~The Chief of Police shall require the applicant to submit a complete set of fingerprints together with photographs of the applicant of a size and dimension to be prescribed by the Chief of Police.~~ **Any individual seeking a private security guard license to be employed as a private security guard under this Article shall submit fingerprints cards and any required fees to the Missouri State Highway Patrol's central repository. The fingerprints shall be used for searching the state criminal records repository and shall also be forwarded to the Federal Bureau of Investigation for a federal criminal records search under Missouri Revised Statute Section 43.540. The Missouri State Highway Patrol shall notify the City of Independence of any criminal history record information or lack of criminal history record information discovered on the individual. Notwithstanding the provisions of Missouri Revised Statute Section 610.120 to**

the contrary, all records related to any criminal history information discovered shall be accessible and available to the City of Independence.

- B. **The City of Independence shall render a fitness determination based upon the results of the criminal background check. In rendering a fitness determination, the City of Independence will decide whether the subject of record has been convicted of or is under pending indictment for (a) a crime which bears upon his/her ability or fitness to serve in that capacity; (b) any felony or misdemeanor which involved force or threat of force, controlled substances, or was a sex-related offense; or (c) enumerated disqualifiers.** License Officer shall review the report of the investigation by the Chief of Police together with the license application. If the License Officer determines that the applicant meets the requirements of this article, a license shall be issued. If the License Officer determines that the applicant is not qualified under the provisions of this article, the application shall be denied.
- C. All licenses so issued shall be renewed annually upon application and payment of the fee as required by this article. All licenses issued under this article shall expire on the last day of the license year, unless renewed by the last day of the first month of the next succeeding license year. The License Officer shall prior to the issuance of any license hereunder affix a photograph of the licensee to the license.
- D. A licensee hereunder shall be required to carry the license and to exhibit the same to any duly authorized law enforcement officer or citizen upon request. Failure to comply with this provision shall result in strict enforcement of this chapter.
- E. **The subject of record may request and receive a copy of his/her criminal history record information from the City of Independence. Should the subject of record seek to amend or correct his/her record, he/she must contact the Missouri State Highway Patrol for a Missouri state record, and the FBI for records from other state jurisdictions maintained in its file.**

Sec. 5.10.005. - License fees.

The license fee for a license issued under the provisions of this article shall be outlined in the Schedule of Fees.

Sec. 5.10.006. - Bond requirements.

- A. Every private ~~watchguard~~ **security guard** licensed under the provisions of this article ~~and every security guard employed by any private watch security service licensed hereunder~~ shall furnish a bond to the City in the sum of \$10,000.00 conditioned upon the faithful performance of such work and the observance of all ordinances of the City and laws of the State of Missouri and of the United States. Such bonds shall be for the use and benefit of the City and of any ~~person~~ **individual** who may have employed such licensee and have been injured by any willful,

malicious or wrongful act of such licensee. The bond required hereunder shall be of a form approved by the City Counselor.

- B. In lieu of the bond as provided herein, the applicant may submit a certificate of public liability insurance approved by the City Counselor and Director of Finance. The certificate of insurance shall evidence that the liability insurance policy covers the policy holder and the City named as insured. The insurance shall be the sum of at least \$250,000.00 for each ~~person~~ **individual** injured and the sum of at least \$500,000.00 for each occurrence, and \$50,000.00 for property damage. Such policy shall provide that before it shall be canceled or altered, the License Officer shall be notified of such cancellation or alteration by the insurance carrier within ten days before such cancellation or alteration shall become effective.

Sec. 5.10.007. - Applicability of Article 10.

- A. The provisions of this article are not applicable to reserve officers of the City Police Department or the Emergency Preparedness Organization of the City.
- B. Private ~~watchguards~~ **security guards** shall not be appointed special members of the City Police Department.

Sec. 5.10.008. - Uniform requirements.

It shall be unlawful for any private ~~watchguard~~ security guard ~~or guard~~ to wear a uniform similar to the uniform worn by the officers of the Police Department of the City. All private ~~watchguards~~ **security guards** and ~~private watch security services~~ shall exhibit to the Chief of Police a sample of the uniform they intend to wear. It shall be the duty of the Chief of Police to approve or disapprove such uniform.

Sec. 5.10.009. – Definitions.

The following terms as used in this section shall be defined as follows:

Licensee. An individual licensed as a security guard by the City of Independence.

Private Security Guard. An individual with certain powers to protect life and property on/in a designated area, armed or unarmed, who must be in uniform, and licensed by the City of Independence.

Secs. 5.10.010—5.10.999. - Reserved

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

PASSED THIS _____ DAY OF _____, 2025, BY THE CITY COUNCIL OF THE
CITY OF INDEPENDENCE, MISSOURI.

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

ATTEST:

City Clerk

APPROVED - FORM AND LEGALITY:

City Counselor

REVIEWED BY

City Manager

NOTE: Words struck through are being removed by this ordinance and words in bold are being added by this ordinance.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-033 **1R** An Ordinance Amending Chapter 8 Article 6 "PURCHASES AND SALES" Section 3 and Directing the City Manager to amend the Procurement Policy accordingly. *(Sponsored by Councilmember Stewart)* **1R**

Recommendations:**Background:**

The last revision to the City's Procurement Policy occurred in July 2024. This revision aligned the procurement policy with state statutes as well as increased the City Council approval threshold for procurements from \$50,000 to \$100,000.

This ordinance will make revisions to Chapter 8, Section 6 of the City Code. This revision requires City Council approval for all high-impact Professional Service contracts (e.g. feasibility studies, strategic planning, master plans, program evaluations) regardless of the amount of the contract.

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

**Department /
Contact**

City Manager /

REVIEWERS

Melissa Cabrera
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. CM Stewart Procurement Ordinance AMENDED

BILL NO. _____

RESOLUTION NO. _____

AN ORDINANCE AMENDING CHAPTER 8 ARTICLE 6 “PURCHASES AND SALES,” SECTION 3 OF THE CITY CODE AND DIRECTING THE CITY MANAGER TO AMEND THE PROCUREMENT POLICY ACCORDINGLY (*Sponsored by Councilmember Brice Stewart*)

WHEREAS, the City of Independence is a public agency required to establish and follow formal procurement rules under the City Charter and City Code; and

WHEREAS, on May 20, 2019, the Independence City Council increased the Council approval threshold for procurements from \$50,000 to \$100,000 (Ordinance 19010); and

WHEREAS, on April 19, 2021, the Council decreased that threshold back to \$50,000 (Ordinance 19209); and

WHEREAS, on July 15, 2024, the City Council adopted a comprehensive Procurement Policy aligning thresholds with state statutes; and

WHEREAS, the Council wishes to maintain a \$100,000 approval threshold for most professional services, but to require earlier Council review for certain high-impact “study” contracts (e.g., feasibility studies, strategic planning, master plans, program evaluations) regardless of the amount of the contract;

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

SECTION 1. That Section 8.06.003, Paragraph B of the City Code is hereby amended to read in its entirety as follows (additions underlined; deletions struck through):

SEC. 8.06.003. COMPETITIVE BIDDING.

B. Professional Services.

1. “Professional services” means services provided by firms or individuals holding a State or Federal license or certification, including but not limited to architects, engineers, attorneys, insurance brokers, and similar.
2. Competition (RFP/RFQ) is required for all professional services contracts exceeding One Hundred Thousand Dollars (\$100,000). RFPs/RFQs shall be announced on the Public Notice Board in City Hall and via appropriate media.
3. Study-Type Services. Notwithstanding the above, any single contract for feasibility studies, strategic planning services, master plans, program evaluations, or similar reports or studies shall be submitted to, and require approval by, the City Council prior to award.
4. Contracts for professional services under One Hundred Thousand Dollars (\$100,000)—except those “study-type” services described in paragraph 3—do not require City Council approval. Examples include, but are not limited to, services performed by architects, engineers, attorneys, insurance brokers, and similar,
5. Renewals of existing professional services contracts do not require additional Council approval unless the renewal extends the contract term or scope such that the total contract value—including the renewal—exceeds the thresholds set forth above.

SECTION 2. That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3. All other provisions of the Independence City Code shall remain in full force and effect unless amended or repealed by subsequent ordinance.

PASSED THIS _____ DAY OF _____, 2025, BY THE CITY COUNCIL OF
THE CITY OF INDEPENDENCE, MISSOURI.

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

ATTEST:

City Clerk

APPROVED - FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-034 **1R** An Ordinance Amending Chapter 13, Article 1, Section 13.01.005 of the Independence City Code to Prohibit Metal Detecting, Prospecting, and Treasure Hunting in City Parks and Public Spaces. **1R**

Recommendations:

Parks, Recreation & Tourism staff recommends approval of the amendment.

Background:

Parks, Recreation and Tourism staff have received increasing numbers of requests for metal detecting and treasure hunting in parks and the grounds of City-owned historic sites. This raises concerns about the preservation of park land, safety issues with unfilled holes, and damage to natural habitat.

The current City Code prohibits any person from “willfully and maliciously” defacing, disfiguring, tampering with, or removing park property, but the ordinance does not specifically address metal detecting, prospecting, or treasure hunting. Other municipalities such as Springfield and Blue Springs have implemented more explicit prohibitions that more directly regulate metal detecting and related activities. The lack of explicit language regarding digging or soil disturbance in the City's current ordinance leaves room for interpretation, which may complicate enforcement efforts.

This amendment creates a clearer and more enforceable regulatory framework that balances the interests of park and public land preservation, public use, and responsible recreational metal detecting, prospecting, and treasure hunting.

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

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

REVIEWERS

Morris Heide
Melissa Cabrera
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Metal Detecting in Parks - 20250408 Ordinance Amending Section 13.01.005 rev

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 13, ARTICLE 1, SECTION
13.01.005 OF THE INDEPENDENCE CITY CODE TO PROHIBIT METAL
DETECTING, PROSPECTING, AND TREASURE HUNTING IN CITY
PARKS AND PUBLIC SPACES.

WHEREAS, the City of Independence, Missouri, is a constitutional charter city with the authority to enact ordinances necessary to preserve peace, protect property, and promote the health, safety, and welfare of its residents; and

WHEREAS, the City Council is authorized by § 82.240, RSMo, and Article VI, Section 19(a) of the Missouri Constitution to regulate and preserve city parks and public spaces; and

WHEREAS, the City Council has determined that metal detecting, prospecting, treasure hunting, and similar activities in city parks and public spaces pose risks to public safety, the preservation of park property, and the integrity of historical or cultural resources; and

WHEREAS, it is in the best interest of the City, its citizens, and visitors to regulate such activities in order to preserve and protect public spaces and ensure the responsible and respectful use of city parks by all residents and visitors; and

WHEREAS, this ordinance will replace the current Chapter 13, Article 1, Section 13.01.005 of the Independence City Code;

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

SECTION 1. Chapter 13, Article 1, Section 13.01.005 of the Independence City Code is hereby amended to read as follows:

Sec. 13.01.005. Parks—Miscellaneous regulations.

A. It shall be unlawful for any person in a park to:

1. Willfully and maliciously mark on, deface, disfigure, tamper with, or remove any park property.
2. Enter any building or structure designated for the opposite sex if such person is older than six years of age.
3. Construct or erect any tent, building, structure, fence, or utility lines, except by permit issued by the Director.
4. Plant, cut, remove, or pick any tree or other plant, except as provided in Article 2 of this chapter.

5. Climb upon, stand upon or sit upon any park property not designated or customarily used for such purposes.
6. Loiter on or around any park property. For the purposes of this subsection, loitering shall include sleeping or being in any state of unconsciousness on any park property including, but not limited to, tables and playground equipment and sleeping or being in any state of unconsciousness in park restrooms.
7. Solicit alms or contributions without obtaining a permit to do so from the Director.
8. Build or attempt to build a fire in any area not designated for such purpose by the Director.
9. Enter any area posted as "Closed to the Public."
10. Go onto any ice on park waters unless a sign is posted indicating the ice as being safe.
11. Fail to exhibit any permit issued to the person from the Director when requested to do so by any authorized person for the purpose of enforcing compliance with the permit.
12. **Operate a metal detector or engage in metal detecting, mining, prospecting, treasure hunting, or any related activity for the purpose of locating artifacts or minerals.**
13. **Alter, cut, dig, disturb, or remove the natural terrain, including plants, rocks, soil, structures, or any other artificial or natural features.**

B. Parks, shelter houses, playing fields and parking lots shall be open for use by the public from 6:00 a.m. to 11:00 p.m. A person commits the offense of trespass in the second degree if he or she enters unlawfully upon park property of the City from the hours of 11:00 p.m. to 6:00 a.m., except when participating in or a spectator at an activity sponsored by or with a special user permit from the Independence Parks Recreation Department. This is an offense of absolute liability. A person who has been convicted of this infraction may be sentenced to pay a fine which does not exceed \$200.00.

SECTION 2: This Ordinance shall be in full force and effect from and after the date of its passage and approval.

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

SECTION 4: The City Clerk is authorized by this Ordinance to correct any scrivener's errors identified within this Ordinance.

SECTION 5: All other parts and provisions of the City Code not in conflict herewith shall remain in full force and effect unless previously or subsequently amended or repealed.

PASSED THIS _____ DAY OF _____, 2025, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

Presiding Officer of the City Council
City of Independence, Missouri

ATTEST:

City Clerk

APPROVED:

City Counselor

REVIEWED:

City Manager

NOTE: Text added by this ordinance is bolded and underscored.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-035 **1R** An ordinance amending the Unified Development Ordinance, Chapter 14, of the Independence City Code pertaining to auto repair and motor vehicle equipment installation. **1R**

Recommendations:

Commissioner Nesbitt made a motion to recommend approval of the UDO Amendment. A second was made by Commissioner Young. The Independence Planning Commission voted as follows:

Commissioner Nesbitt – Yes

Commissioner Ferguson – Yes

Commissioner Ashbaugh – Absent

Commissioner Wiley – Yes

Commissioner O’Neill – Yes

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:**PROJECT DESCRIPTION:**

The city proposes Amendment #72 to the Unified Development Ordinance (UDO) related to auto repair uses along Noland Road in the area known as “The Miracle Mile.”

BACKGROUND & HISTORY:

Noland Road has been a major north/south arterial corridor in Independence since the 1960s when the I-70 interchange was built. The corridor developed as one of the metropolitan’s premier locations to purchase new automobiles. With many of the national auto dealers represented on Noland Road, a portion of the corridor was branded as “The Miracle Mile.”

The series of automotive dealerships along both sides of Noland Road have created a strong legacy and synergy where additional automotive related uses want to grow and remain. A recent UDO change removed the 750-foot separation requirement for motor vehicle repair uses within the Miracle Mile area, roughly 33rd Street to Aberdeen Street, for properties abutting Noland Road to build off this synergy.

This amendment seeks to make a couple of changes to motor vehicle repair: (1) expand the exception to the 750 foot separation requirement for properties within 1,320 feet of Noland Road between 33rd Street and Aberdeen Street; (2) remove installation services (e.g., car stereo, alarm installation, window tinting, etc.) from the auto repair use description; and (3)

create a new motor vehicle equipment installation use group.

Expansion of the 750-foot separation along the Miracle Mile.

Staff is proposing to expand this exception from the properties abutting Noland Road along the Miracle Mile to include the properties within 1,320 feet of Noland Road along this same stretch. There are a few existing auto repair and body shops located along 31st Street and off 32nd Street; these facilities are used by not only by the dealers along the Miracle Mile but customers as well. This amendment would allow these uses to expand and upgrade, if necessary, in the future. The attached map highlights the area where the 750-foot separation requirement would not apply.

Remove Installation Services from Auto Repair Use Description.

The current description of motor vehicle repair includes such uses as car stereo and alarm installation, window tinting, auto glass installation, etc. Staff believes these uses do not fit within this description as these uses tend to not have the potential effects as auto repair uses and are better served to be in different use group.

Create a new Motor Vehicle Installation Use Group.

As mentioned above, the city proposes a new use group called Motor Vehicle Equipment Installation, which are establishment primarily engaged in the replacement or improvement of existing systems, parts, or components, accessories or adding equipment for specific purposes (e.g., safety features like backup camera or entertainment systems).

This amendment will better assist the existing auto repair facilities to invest and expand along the Miracle Mile. Additionally, this amendment will clarify installation services that do not fit the auto repair classification.

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact	Community Development /
---------------------------------	-------------------------

REVIEWERS

Tom Scannell
Jeremy Cover

Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Ordinance 25-175-01 Auto Repair Expansion and Motor Vehicle Installation
2. Staff Report Auto Repair UDO Amendment #72
3. 14-200-05 Commercial use group
4. 14-301-03 Commercial Uses
5. 14-302-03 Industrial Uses
6. 14-418-12 Auto Repair Separation from other automotive uses
7. Motor Vehicle Exception Map

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT ORDINANCE, CHAPTER 14, OF THE INDEPENDENCE CITY CODE PERTAINING TO AUTO REPAIR AND MOTOR VEHICLE EQUIPMENT INSTALLATION.

WHEREAS, the Unified Development Ordinance was approved by the City Council on June 15, 2009, by Ordinance No. 17339 and became effective on July 1, 2009; and,

WHEREAS, after its adoption, policy issues to be addressed were discovered, and it was decided to revise these items; 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 April 15, 2025, and rendered a report to the City Council recommending the text amendment to the UDO be approved by a vote of 6-0; and,

WHEREAS, City Council has authority under RSMo. Ch. 89.020 to enact and amend zoning ordinances to promote health, safety, morals, and the general welfare of the community; and,

WHEREAS, after due public notice in the manner prescribed by law, the City Council held a public hearing on June 2, 2025, and rendered a decision to approve the changes to the Unified Development Ordinance; and,

WHEREAS, in accordance with the Unified Development Ordinance, it was determined that the request is consistent with the review criteria in Section 14-701-01-F.

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

SECTION 1. That Section 14-200-05 of Chapter 14, Unified Development Ordinance, is hereby amended to read as follows:

14-200-05 Commercial use group

The commercial use group includes uses that provide a business service or involve the selling, leasing or renting of merchandise to the general public. The commercial use group includes the following use categories:

14-200-05-V. Vehicle Sales and Service. Sales of motor vehicles or services related to motor vehicles. The following are vehicle sales and service use types:

1. **Car Wash/Cleaning Service.** A building or site containing facilities for washing automobiles. It may use automatic production line methods—a chain conveyor, blower, steam cleaning device, or other mechanical device—or it may provide space,

water and equipment for hand washing, cleaning or detailing of automobiles, whether by the customer or the operator.

2. **Heavy Equipment Sales/Rentals.** Sale, retail or wholesale and/or rental from the premises of heavy construction equipment, trucks and aircraft, together with incidental maintenance. Typical uses include heavy construction equipment dealers and tractor trailer sales.
3. **Light Equipment Sales/Rentals.** Sale, retail, wholesale, or rental from the premises of autos, noncommercial trucks, motorcycles, trailers with less than 10,000 lbs. gross cargo weight, recreational vehicles and boat dealers, together with incidental maintenance. Typical uses include automobile and boat dealers, car rental agencies and recreational vehicle sales and rental agencies.
4. **Motor Vehicle Repair.** An establishment primarily engaged in maintenance, repair, servicing, or painting of motor vehicles.
 - (a) **Limited Motor Vehicle Repair.** An establishment for passenger cars and light trucks that provides replacement of a part or repair of vehicle parts and wear parts that does not involve body work or painting or require removal of the engine, head or pan, transmission, or differential. Customers generally wait in the vehicle or on the premises while the service is performed; vehicles are not kept overnight. Such services include, but are not limited to: ~~glass installation, brake and muffler shops, auto detailing services, window tinting, radio and stereo installation,~~ tire and battery stores, tune-up, quick lube and fluid change businesses, and auto diagnostic centers.
 - (b) **General Motor Vehicle Repair.** Vehicle repair activity other than those outlined in "Limited Motor Vehicle Service". Examples include, but are not limited to: auto body repair and painting, engine overhaul and replacement, transmission repair and replacement, and the repair or servicing of commercial vehicles or heavy equipment. Customers generally do not wait on the premises for the repair to be completed, and vehicles are usually left over night.

5. Motor Vehicle Equipment Installation. An establishment primarily engaged in integrating a new or replacement part, system, or component into a vehicle after it has been originally manufactured. Installations can involve various items, including: replacement or improvement of existing systems, parts, or components, accessories or additions to the motor vehicle, and adding equipment for specific purposes (e.g., safety features, entertainment systems). Such services include, but are not limited to, auto detailing services, window tinting, radio/stereo/alarm installation, installation of lighting kits, and glass installation.

SECTION 2. That Section 14-301-03-G of Chapter 14, Unified Development Ordinance, is hereby amended to read as follows:

14-301-03-G. Use Standards. The "use standards" column of Table 301-1 identifies use-specific standards that apply to some uses. Compliance with such standards is required. Variances to use standards are prohibited.

Table 301-1 Office and Commercial Districts Use Table						
P: Permitted		S: Special Use Permit Required		C: Conditional Uses		—: Not Allowed
<i>Use Category</i> <i>Specific use type</i>	Zoning District					Use Standards
	O-1	O-2	C-1	C-2	C-3	
COMMERCIAL						
Vehicle Sales and Service						
Car wash/cleaning service	—	—	—	S	S	14-413
Heavy equipment sales/rental	—	—	—	—	S	14-409
Light equipment sales/rental (indoor)	—	—	—	P	P	
Light equipment sales/rental (outdoor)						
Used car lot	—	—	—	C/S	C/S	14-409
Motor vehicle rental agency	—	—	—	C/S	C/S	14-409
Motorcycle/RV/ATV/boat dealer	—	—	—	C	C	14-409
Car dealership	—	—	—	C	C	14-409
Motor vehicle repair, limited	—	—	—	C	C	14-418
Motor vehicle repair, general	—	—	—	—	C	14-418
Motor vehicle equipment installation	—	—	—	P	P	

SECTION 3. That Section 14-302-03-G of Chapter 14, Unified Development Ordinance, is hereby amended to read as follows:

14-302-03-G. Use Standards. The "use standards" column of Table 302-1 identifies use-specific standards that apply to some uses. Compliance with such standards is required. Variances to use standards are prohibited.

Table 302-1 Industrial Districts Use Table					
P: Permitted		S: Special Use Permit Required		C: Conditional Uses	—: Not Allowed
<i>Use Category</i>		Zoning District			Use Standards
<i>Specific use type</i>		B-P/PUD	I-1	I-2	
COMMERCIAL					
Vehicle Sales and Service					
Car wash/cleaning service	—	P	—	14-413	
Heavy equipment sales/rental	—	S	—	14-409	
Light equipment sales/rental (indoor)	—	P	—		
Light equipment sales/rental (outdoor)					
<u>Used car lot</u>	—	C/S	—	14-409	
<u>Motor vehicle rental agency</u>	—	C/S	—	14-409	
<u>Motorcycle/RV/ATV/boat dealer</u>	—	C	—	14-409	
<u>Car dealership</u>	—	C	—	14-409	
Motor vehicle repair, limited	—	C	—	14-418	
Motor vehicle repair, general	—	C	—	14-418	
Motor vehicle equipment installation		P	P		

SECTION 4. That Section 14-418-12 of Chapter 14, Unified Development Ordinance, is hereby amended to read as follows:

14-418-12 Separation from other automotive uses

The property containing a motor vehicle repair shall not be located within 750 feet of a property containing the following uses:

- Used car lot;
- Car wash;
- Motor vehicle repair, limited and general;
- Motor vehicle rental agency;
- Heavy vehicle dealership;
- Vehicle storage/tow lot;
- Tow lot, limited;
- Gasoline and fueling sales.

This separation requirement shall not apply to properties **abutting within 1,320 feet of** Noland Road between 33rd Street to Aberdeen Street.

SECTION 5. That all other parts and provisions of the City Code shall be in full force and effect unless previously or subsequently amended or repealed.

SECTION 6. That correction of any scriveners' errors identified within these articles are hereby authorized by this ordinance.

PASSED THIS _____ DAY OF _____, 2025, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

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

ATTEST:

City Clerk

APPROVED - FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

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

MEETING DATE: April 15, 2025

STAFF: Tom Scannell, Community Development Director

PROJECT NAME: UDO Amendment #72

CASE NUMBER / REQUEST: **Case 25-175-01 – UDO Amendment #72 – Motor Vehicle Repair** – The City proposes Amendment #72 of the Unified Development Ordinance pertaining to motor vehicle repair.

APPLICANT: City of Independence

PUBLIC NOTICE:

- Public notice published in Independence Examiner – March 25, 2025

FURTHER ACTION:

Following action by the Planning Commission, this UDO Amendment is scheduled for first reading by City Council on May 19, 2025 and the public hearing/second reading on June 2, 2025.

RECOMMENDATION

Staff recommends **APPROVAL** of the proposed amendment to the Unified Development Ordinance.

PROJECT DESCRIPTION & BACKGROUND INFORMATION

PROJECT DESCRIPTION:

The city proposes Amendment #72 to the Unified Development Ordinance (UDO) related to auto repair uses along Noland Road in the area known as “The Miracle Mile.”

BACKGROUND & HISTORY:

Noland Road has been a major north/south arterial corridor in Independence since the 1960s when the I-70 interchange was built. The corridor developed as one of the metropolitan’s premier locations to purchase new automobiles. With many of the national auto dealers represented on Noland Road, a portion of the corridor was branded as “The Miracle Mile.”

The series of automotive dealerships along both sides of Noland Road have created a strong legacy and synergy where additional automotive related uses want to grow and remain. A recent UDO change removed the 750-foot separation requirement for motor vehicle repair uses within the Miracle Mile area, roughly 33rd Street to Aberdeen Street, for properties abutting Noland Road to build off this synergy.

This amendment seeks to make a couple changes to motor vehicle repair: (1) expand the exception to the 750 foot separation requirement for properties within 1,320 feet of Noland Road between 33rd

Street and Aberdeen Street; (2) remove installation services (e.g., car stereo, alarm installation, window tinting, etc.) from the auto repair use description; and (3) create a new motor vehicle equipment installation use group.

Expansion of the 750-foot separation along the Miracle Mile.

Staff is proposing to expand this exception from the properties abutting Noland Road along the Miracle Mile to include the properties within 1,320 feet of Noland Road along this same stretch. There are a few existing auto repair and body shops located along 31st Street and off 32nd Street; these facilities are used by not only by the dealers along the Miracle Mile but customers as well. This amendment would allow these uses to expand and upgrade, if necessary, in the future. The map below highlights the area where the 750-foot separation requirement would not apply.



Remove Installation Services from Auto Repair Use Description.

The current description of motor vehicle repair includes such uses as car stereo and alarm installation, window tinting, auto glass installation, etc. Staff believes these uses do not fit within this description as these uses tend to not have the potential effects as auto repair uses and are better served to be in different use group.

Create a new Motor Vehicle Installation Use Group.

As mentioned above, the city proposes a new use group called Motor Vehicle Equipment Installation, which are establishment primarily engaged in the replacement or improvement of existing systems, parts, or components, accessories or adding equipment for specific purposes (e.g., safety features like backup camera or entertainment systems).

This amendment will better assist the existing auto repair facilities to invest and expand along the Miracle Mile. Additionally, this amendment will clarify installation services that do not fit the auto repair classification.

EXHIBITS

1. Section 14-200-05 Commercial Use Group definition
2. Section 14-301-03 Commercial Uses
3. Section 14-302-03 Industrial Uses
4. Section 14-418-12 Auto Repair Separation
5. Motor Vehicle Repair Exception Area Map

14-200 USE GROUPS AND CATEGORIES

14-200-05 Commercial use group

The commercial use group includes uses that provide a business service or involve the selling, leasing or renting of merchandise to the general public. The commercial use group includes the following use categories:

14-200-05-V.Vehicle Sales and Service. Sales of motor vehicles or services related to motor vehicles. The following are vehicle sales and service use types:

1. **Car Wash/Cleaning Service.** A building or site containing facilities for washing automobiles. It may use automatic production line methods—a chain conveyor, blower, steam cleaning device, or other mechanical device—or it may provide space, water and equipment for hand washing, cleaning or detailing of automobiles, whether by the customer or the operator.
2. **Heavy Equipment Sales/Rentals.** Sale, retail or wholesale and/or rental from the premises of heavy construction equipment, trucks and aircraft, together with incidental maintenance. Typical uses include heavy construction equipment dealers and tractor trailer sales.
3. **Light Equipment Sales/Rentals.** Sale, retail, wholesale, or rental from the premises of autos, noncommercial trucks, motorcycles, trailers with less than 10,000 lbs. gross cargo weight, recreational vehicles and boat dealers, together with incidental maintenance. Typical uses include automobile and boat dealers, car rental agencies and recreational vehicle sales and rental agencies.
4. **Motor Vehicle Repair.** An establishment primarily engaged in maintenance, repair, servicing, or painting of motor vehicles.
 - (a) **Limited Motor Vehicle Repair.** An establishment for passenger cars and light trucks that provides replacement of a part or repair of vehicle parts and wear parts that does not involve body work or painting or require removal of the engine, head or pan, transmission, or differential. Customers generally wait in the vehicle or on the premises while the service is performed; vehicles are not kept overnight. Such services include, but are not limited to: ~~glass installation, brake and muffler shops, auto detailing services, window tinting, radio and stereo installation,~~ tire and battery stores, tune-up, quick lube and fluid change businesses, and auto diagnostic centers.
 - (b) **General Motor Vehicle Repair.** Vehicle repair activity other than those outlined in "Limited Motor Vehicle Service". Examples include, but are not limited to: auto body repair and painting, engine overhaul and replacement, transmission repair and replacement, and the repair or servicing of commercial vehicles or heavy equipment. Customers generally do not wait on the premises for the repair to be completed, and vehicles are usually left over night.
5. **Motor Vehicle Equipment Installation. An establishment primarily engaged in integrating a new or replacement part, system, or component into a vehicle after it has been originally manufactured. Installations can involve various items, including: replacement or improvement of existing systems, parts, or components, accessories or additions to the motor vehicle, and adding equipment for specific purposes (e.g., safety features, entertainment systems). Such services include, but are not limited to, auto detailing services, window tinting, radio/stereo/alarm installation, installation of lighting kits, and glass installation.**

Chapter 14 - UNIFIED DEVELOPMENT ORDINANCE
ARTICLE 3. - BASE ZONING DISTRICTS
14-301 OFFICE AND COMMERCIAL DISTRICTS

14-301-03 Uses

14-301-03-A.Use Table. Uses are allowed in O and C zoning districts in accordance with Table 301-1, below.

14-301-03-B.Use Classification System. For the purpose of this development ordinance, uses are classified into "use groups," "use categories," and "specific use types." These are described and defined in Article 14-200. The first column of Table 301-1 lists the groups, categories and types allowed in one or more O/C districts.

14-301-03-C.Permitted Uses. Uses identified with a "P" in Table 301-1 are permitted as-of-right in the subject zoning district, subject to compliance with all other applicable standards of this development ordinance.

14-301-03-D.Permitted Uses with Minimum Use Standards. Uses identified with a "C" in Table 301-1 are permitted as-of-right in the subject zoning district, subject to compliance with the Use Standards referenced in the right column of the Table, and all other applicable standards of this development ordinance.

14-301-03-E.Special Uses. Uses identified with an "S" in Table 301-1 may be allowed if reviewed and approved in accordance with the special use procedures of Article 14-704.

14-301-03-F.Prohibited Uses. Uses not listed and those identified with a "—" are expressly prohibited.

14-301-03-G.Use Standards. The "use standards" column of Table 301-1 identifies use-specific standards that apply to some uses. Compliance with such standards is required. Variances to use standards are prohibited.

Table 301-1 Office and Commercial Districts Use Table						
P: Permitted		S: Special Use Permit Required		C: Conditional Uses		—: Not Allowed
<i>Use Category</i>	Zoning District					Use Standards
<i>Specific use type</i>	O-1	O-2	C-1	C-2	C-3	
COMMERCIAL						
Vehicle Sales and Service						
Car wash/cleaning service	—	—	—	S	S	14-413
Heavy equipment sales/rental	—	—	—	—	S	14-409
Light equipment sales/rental (indoor)	—	—	—	P	P	
Light equipment sales/rental (outdoor)						
<u>Used car lot</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>C/S</u>	<u>C/S</u>	<u>14-409</u>
<u>Motor vehicle rental agency</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>C/S</u>	<u>C/S</u>	<u>14-409</u>
<u>Motorcycle/RV/ATV/boat dealer</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>C</u>	<u>C</u>	<u>14-409</u>
<u>Car dealership</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>C</u>	<u>C</u>	<u>14-409</u>
Motor vehicle repair, limited	—	—	—	C	C	14-418
Motor vehicle repair, general	—	—	—	—	C	14-418
Motor vehicle equipment installation	—	—	—	P	P	

14-302 INDUSTRIAL DISTRICTS

14-302-03 Uses

14-302-03-A.Use Table. Uses are allowed in I zoning districts in accordance with Table 302-1, below.

14-302-03-B.Use Classification System. For the purpose of this development ordinance, uses are classified into "use groups," "use categories," and "specific use types." These are described and defined in Article 14-200. The first column of Table 302-1 lists the groups, categories and types allowed in one or more I districts.

14-302-03-C.Permitted Uses. Uses identified with a "P" in Table 302-1 are permitted as-of-right in the subject zoning district, subject to compliance with all other applicable standards of this development ordinance.

14-302-03-D.Permitted Uses with Minimum Use Standards. Uses identified with a "C" in Table 302-1 are permitted as-of-right in the subject zoning district, subject to compliance with the Use Standards referenced in the right column of Table 302-1, and all other applicable standards of this development ordinance.

14-302-03-E.Special Uses. Uses identified with an "S" in Table 302-1 may be allowed if reviewed and approved in accordance with the special use procedures of Article 14-704.

14-302-03-F.Prohibited Uses. Uses not listed and those identified with a "—" are expressly prohibited.

14-302-03-G.Use Standards. The "use standards" column of Table 302-1 identifies use-specific standards that apply to some uses. Compliance with such standards is required. Variances to use standards are prohibited.

Table 302-1 Industrial Districts Use Table				
P: Permitted S: Special Use Permit Required C: Conditional Uses —: Not Allowed				
Use Category Specific use type	Zoning District			Use Standards
	B-P/PUD	I-1	I-2	
COMMERCIAL				
Vehicle Sales and Service				
Car wash/cleaning service	—	P	—	14-413
Heavy equipment sales/rental	—	S	—	14-409
Light equipment sales/rental (indoor)	—	P	—	
Light equipment sales/rental (outdoor)				
Used car lot	—	C/S	—	14-409
Motor vehicle rental agency	—	C/S	—	14-409
Motorcycle/RV/ATV/boat dealer	—	C	—	14-409
Car dealership	—	C	—	14-409
Motor vehicle repair, limited	—	C	—	14-418
Motor vehicle repair, general	—	C	—	14-418
Motor vehicle equipment installation		P	P	

14-418 MOTOR VEHICLE REPAIR

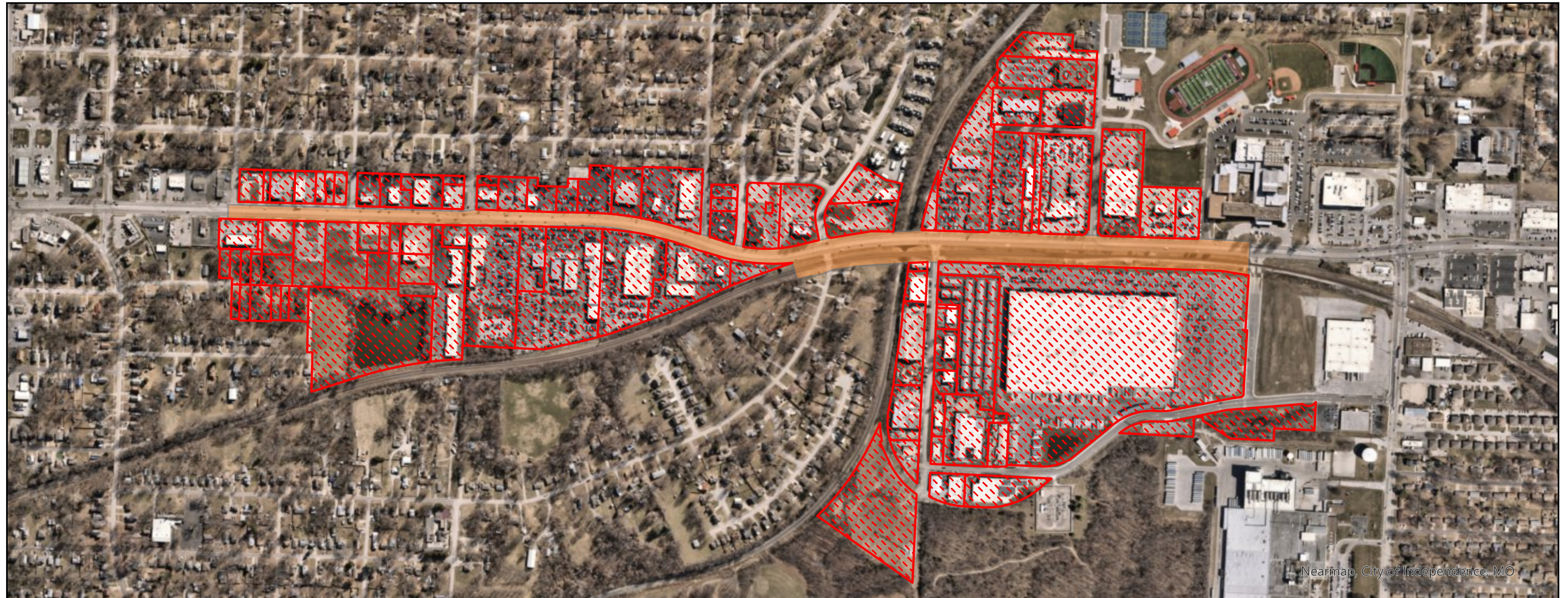
14-418-12 Separation from other automotive uses

The property containing a motor vehicle repair shall not be located within 750 feet of a property containing the following uses:

- Used car lot;
- Car wash;
- Motor vehicle repair, limited and general;
- Motor vehicle rental agency;
- Heavy vehicle dealership;
- Vehicle storage/tow lot;
- Tow lot, limited;
- Gasoline and fueling sales.

This separation requirement shall not apply to properties ~~abutting~~ within 1,320 feet of Noland Road between 33rd Street to Aberdeen Street.

Motor Vehicle Exception Map



Nearmap, City of Independence, MO

Legend

- | | |
|--|---|
|  Motor Vehicle Exception Area |  Subject ROW Segment |
|--|---|

0 500 1,000 2,000 US Feet



Prepared For: Planning Commission
Community Development Department
Meeting Date: April 15, 2025

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-036 **1R** An Ordinance Repealing Chapter 1, Article 40 of the City Code which Outlines the Establishment, Purpose, and Responsibilities of the Tourism Commission of the City of Independence. **1R**

Recommendations:

Staff recommends approval of this ordinance.

Background:

The Independence Tourism Advisory Board was established by Ordinance in 1997. The Board became a Commission in 2016 with the mission to serve as an advocate for the tourism industry in Independence, provide avenues for tourism attractions and sites to communicate, form partnerships, and recommend policies and programs that will benefit tourism in Independence to City staff. Initially, the Tourism Commission consisted of 15 members appointed by the City Council. In May 2017, the City Council reduced the number of commissioners from fifteen to nine.

Over time, it was determined that this organizational model differed from the typical tourism industry best practices and placed Independence at a competitive disadvantage for tourism marketing and promotions. Staff explored other operating structures focused on increasing revenue and improving the City's competitive position. On December 2, 2024, the City Council approved Resolution 24-796 supporting the establishment of a Convention and Visitor Bureau (CVB) to serve as the City's Destination Marketing Organization with the purpose of soliciting groups, trade shows, expositions and special events to take place in the City of Independence; to increase civic interest in the City as a visitor attraction; to promote the distinctive history of the City of Independence; and to increase the economic contribution of tourism for the City of Independence.

On December 20, 2024, Articles of Incorporation were filed with the Office of the Missouri Secretary of State to officially create the Independence Convention and Visitors Bureau, which will do business under the name of Visit Independence. Since the Tourism Commission and CVB both currently exist to serve the same purpose, staff recommend dissolving the Tourism Commission to avoid duplication of duties and responsibilities.

Emergency Justification:**Fiscal Impact:**

Council Action:

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

REVIEWERS

Morris Heide
Melissa Cabrera
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Tourism Commission - 20250502 Ordinance Removing Tourism Commission - Final approved by Legal (002)

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE REMOVING CHAPTER 1, ARTICLE 40 OF CITY CODE
WHICH OUTLINES THE ESTABLISHMENT, PURPOSE, AND
RESPONSIBILITIES OF THE TOURISM COMMISSION OF THE CITY OF
INDEPENDENCE.

WHEREAS, on December 2, 2024, the City Council of the City of Independence, Missouri adopted Resolution 24-796 supporting the establishment of the Independence Convention and Visitors Bureau as a 501(c)(3) nonprofit corporation to promote tourism and tourism-related activities; and,

WHEREAS, on December 20, 2024, Articles of Incorporation of a Nonprofit Corporation were filed with the Office of the Missouri Secretary of State to officially create the Independence Convention & Visitors Bureau as a 501(c)(3) nonprofit corporation; and,

WHEREAS, on December 20, 2024, a Certificate of Incorporation, number N001698810, for the Independence Convention and Visitors Bureau was created by the Office of the Missouri Secretary of State; and,

WHEREAS, on March 6, 2025, the By-laws for the Independence Convention and Visitors Bureau were adopted which provides for a 13 member Board of Directors to govern the corporation, with at least one (1) Director being an Independence City Councilmember; at least one (1) Director being a representative of an Independence attraction; at least one (1) Director being a representative or owner of a business; at least one (1) Director being a community leader; at least one (1) Director being a representative of a hotel or lodging establishment; and at least one (1) Director being from the tourism industry; and

WHEREAS, on April 16, 2025, the inaugural meeting of the Independence Convention and visitor Bureau Board of Directors took place; and,

WHEREAS, the purpose for which the Independence Convention and Visitors Bureau was organized is to serve as the official Destination Marketing Organization (DMO) for Independence, Missouri; to showcase the history and uniqueness of the City of Independence as an attraction to tourists, visitors and individuals; to solicit groups, meetings, trade shows, exhibits, expositions and special events to take place in the City of Independence through marketing, publications and other means of promotion as may be necessary or expedient to attract such tourists, visitors, individuals, groups, meetings, trade shows, exhibits, expositions and special events to the City of Independence; to develop increased civic interest in the City of Independence as a visitor attraction; to promote the distinctive history of the City of Independence; and to increase the economic contribution of tourism and the collection of tourism-related taxes for the City of Independence; and,

WHEREAS, Article 1, Chapter 40 of City Code currently includes language for the establishment of a nine-member Tourism Commission to act as an advisory and advocacy body to the City Council on matters pertaining to promotion of tourism in the City of Independence and shall, where advisable, cooperate with federal, state, and other municipal agencies and offices and nongovernmental organizations for the purpose of effectuating its general goals; and,

WHEREAS, the duties and responsibilities for overseeing tourism and tourism-related activities have been transferred from the Tourism Commission to the Independence Convention and Visitors Bureau;

WHEREAS, the City Council wishes to express its sincere appreciation for the many years of dedicated service Tourism Commission members have provided to the City of Independence; and,

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

SECTION 1. Chapter 1, Article 40 of the Independence City Code is hereby repealed:

ARTICLE 40. TOURISM COMMISSION

~~Sec. 1.40.001. Tourism Commission.~~

- ~~A.— There is established and hereby created a Tourism Commission, which shall consist of nine members, designated by the Council, being individuals who live or work in Independence or are on a commission or volunteer at an Independence historic site, who shall serve without compensation, consisting of one individual recommended by the Chamber of Commerce, one by the Independence Square Merchants Association, one by the Independence Economic Development Council, one by the Truman Library, one by the Attractions Coalition, one by the Hotel & Lodging Alliance, one by the Church of Jesus Christ of Latter Day Saints Visitors' Center, and two interested individuals as At-Large members, all to be appointed by the City Council. The Commission will elect its Chairman, Vice Chairman and Secretary to no more than three one-year terms, using a nominating committee consisting of members of the Tourism Commission. Each of the nine appointments must be approved by an affirmative vote of four Councilmembers and such Council approval shall constitute an appointment to the Commission. All nine members shall be full-working members of the Commission with all of the privileges and obligations attached thereto. Each appointment shall be for a term of three years beginning January 1. There will be no term limits for the Commission members.~~**
- ~~B.— Due to the nature of this Commission none of the members of the Tourism Commission will be restricted from serving on another Council appointed board or commission.~~**
- ~~C.— Any vacancy shall be filled through the same procedure that was followed for making the initial appointment for the period of the unexpired term. If, within a period of 30 days of notice from the City Clerk of a vacancy, any of the organizations authorized to make recommendations for membership shall fail to make a recommendation, such~~**

~~vacancy may be filled by the Council without further recommendation from said organization.~~

~~D.—The Tourism Commission shall meet at least quarterly.~~

~~E.—The Director of Parks, Recreation, and Tourism shall also serve as an ex-officio, non-voting member. Non-voting members of the Tourism Commission may consist of one representative designated by related tourism sites/organizations recommendation by the Tourism Commission.~~

~~(Ord. No. 19212, § 1, 5-3-2021)~~

~~Sec. 1.40.002. Quorum.~~

~~The quorum for the Tourism Commission will be over one-half of the full membership.~~

~~(Ord. No. 19212, § 1, 5-3-2021)~~

~~Sec. 1.40.003. Purpose.~~

~~The Tourism Commission shall act as an advisory and advocacy body to the City Council on matters pertaining to promotion of tourism in the City of Independence and shall, where advisable, cooperate with federal, state, and other municipal agencies and offices and nongovernmental organizations for the purpose of effectuating its general goals.~~

~~(Ord. No. 19212, § 1, 5-3-2021)~~

~~Sec. 1.40.004. Responsibilities of Commission.~~

~~The responsibilities of the Tourism Commission established by this article shall be as follows:~~

- ~~1.—To serve as an advocate for the tourism industry in Independence by:~~
 - ~~a.—Educating residents and businesses of the economic, cultural and historic value of tourism in Independence.~~
 - ~~b.—Promoting cooperation and communication amongst tourism sites.~~
 - ~~c.—Addressing issues that affect tourism.~~
- ~~2.—To advise and recommend policies, procedures and programs that benefit tourism in Independence by:~~
 - ~~a.—Helping to develop and support the Tourism Division objectives.~~
 - ~~b.—Providing regular feedback to the Parks, Recreation, and Tourism Department.~~

~~(Ord. No. 19212, § 1, 5-3-2021)~~

~~Sec. 1.40.005. Expenditure of funds—City Manager as contracting officer.~~

~~In the event that private funds are made available to the Tourism Advisory Commission, the City Manager is authorized, upon recommendation of the Commission and approval of the City Council, to enter into such contract or contracts with private individuals, associations, or groups designed to promote the purposes of said Commission by furnishing funds for said purposes. The City Manager is hereby designated as the contracting officer for said Commission.~~

~~(Ord. No. 19212, § 1, 5-3-2021)~~

~~Sec. 1.40.006. Budgetary provisions.~~

~~In the event that any funds of the City of Independence, Missouri, are to be expended by said Tourism Commission, said funds shall be expended only after Council approval as a part of the budgeting process and after compliance with applicable rules, regulations, and ordinances of the City of Independence, Missouri.~~

~~Budgeted funds of less than \$1,500.00 may be spent upon authorization of the City Manager while expenditures of \$1,500.00, or more, require specific Council approval.~~

~~(Ord. No. 19212, § 1, 5-3-2021)~~

~~Secs. 1.40.007—1.40.999. Reserved.~~

SECTION 2: Chapter 1, Article 40, shall be titled “Reserved” and Secs. 1.40.001-1.40.999 shall be titled “Reserved”.

SECTION 23: This Ordinance shall be in full force and effect from and after the date of its passage and approval.

SECTION 34: The provisions of this Ordinance are severable and if any provision hereof is declared invalid, unconstitutional or unenforceable, such determination shall not affect the validity of the remainder of this Ordinance.

SECTION 45: The City Clerk is authorized by this Ordinance to correct any scrivener’s errors identified within this Ordinance.

SECTION 56: All other parts and provisions of the City Code not in conflict herewith shall remain in full force and effect unless previously or subsequently amended or repealed.

PASSED THIS ____ DAY OF _____, 2025, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

Presiding Officer of the City Council
City of Independence, Missouri

ATTEST:

City Clerk

APPROVED:

City Counselor

REVIEWED:

City Manager

NOTE: Text removed by this ordinance is struck through and bolded.

MUNICIPAL DIVISION SUMMARY REPORTING FORM

Refer to instructions for directions and term definitions. Complete a report each month even if there has not been any court activity.

<u>I. COURT INFORMATION</u>		Municipality: INDEPENDENCE		Reporting Period: Apr 1, 2025 - May 1, 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: Dawna Cordon			E-mail Address: Dawna.Cordon@courts.mo.gov		
Municipal Judge: Garry L Helm					
<u>II. MONTHLY CASELOAD INFORMATION</u>					
		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance	
A. Cases (citations/informations) pending at start of month		448	18,876	8,921	
B. Cases (citations/informations) filed		23	1,387	365	
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	5	24	
3. court/bench trial - NOT GUILTY		0	0	6	
4. plea of GUILTY in court		22	1,018	283	
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)		0	303	1	
6. dismissed by court		0	61	54	
7. <i>nolle prosequi</i>		4	123	52	
8. certified for jury trial (not heard in Municipal Division)		0	0	6	
9. TOTAL CASE DISPOSITIONS		26	1,510	426	
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]		445	18,753	8,858	
E. Trial de Novo and/or appeal applications filed		0	0	6	
<u>III. WARRANT INFORMATION (pre- & post-disposition)</u>					
1. # Issued during reporting period		1,556	<u>IV. PARKING TICKETS</u>		
2. # Served/withdrawn during reporting period		656	☐ Court staff does not process parking tickets		
3. # Outstanding at end of reporting period		21,586			

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION	Municipality: INDEPENDENCE	Reporting Period: Apr 1, 2025 - May 1, 2025
--------------------------	----------------------------	---

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	\$134,371.00	Court Automation	\$10,284.39
Clerk Fee - Excess Revenue	\$14,042.21	Law Enf Arrest-Local	\$3,372.31
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$432.98	Total Other Disbursements	\$13,656.70
Bond forfeitures (paid to city) - Excess Revenue	\$2,570.00	Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$245,485.81
Total Excess Revenue	\$151,416.19	Bond Refunds	\$8,850.50
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)		Total Disbursements	\$254,336.31
Fines - Other	\$46,191.50		
Clerk Fee - Other	\$3,588.23		
Judicial Education Fund (JEF) ☒ Court does not retain funds for JEF	\$0.00		
Peace Officer Standards and Training (POST) Commission surcharge	\$1,469.14		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$10,475.45		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$110.60		
Law Enforcement Training (LET) Fund surcharge	\$2,916.50		
Domestic Violence Shelter surcharge	\$5,826.50		
Inmate Prisoner Detainee Security Fund surcharge	\$2,915.00		
Restitution	\$0.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$6,920.00		
Total Other Revenue	\$80,412.92		

Municipal Division Summary Reporting

16th Judicial Circuit - Jackson County - Independence Municipal Division

I. COURT INFORMATION

Reporting Period:		
April	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		8,603	79,523	44,363
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	1	0
3. court / bench trial - NOT GUILTY		0	0	0
4. plea of GUILTY in court		0	0	0
5. violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs)		1	95	68
6. dismissed by court		0	0	21
7. nolle prosequi		0	11	16
8. certified for jury trial (not heard in the Municipal Division)		0	0	0
9. TOTAL CASE DISPOSITIONS		1	107	105
D. Cases (citations / informations) pending at end of month [pending caseload = (A + B) – C9]		8,602	79,416	44,258
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: April - 2025
--------------------------	---	---------------------------------------

III. WARRANT INFORMATION (pre- & post-disposition)		IV. PARKING TICKETS	
1. # Issued during reporting period:	535	Does court staff process parking tickets? Yes	
2. # Served/withdrawn during reporting period:	668	1. # Issued during reporting period:	0
3. # Outstanding at end of reporting period:	38,459		

V. DISBURSEMENTS	
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)	
Fines – Excess Revenue	\$6,637.00
Clerk Fee – Excess Revenue	\$683.00
Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Excess Revenue	\$0.00
Bond forfeitures (paid to city) – Excess Revenue	\$1,230.00
Total Excess Revenue	\$8,550.00
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)	
Fines – Other	\$16,692.61
Clerk Fee – Other	\$947.00
Judicial Education Fund (JEF) Court does not retain funds for JEF: Yes	
Peace Officer Standards and Training (POST) Commission surcharge	\$132.50
Crime Victims Compensation (CVC) Fund surcharge – Paid to State	\$948.29
Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Other	\$0.00
Law Enforcement Training (LET) Fund surcharge	\$264.00
Domestic Violence Shelter surcharge	\$527.00
Inmate Prisoner Detainee Security Fund surcharge	\$265.50
Restitution	\$0.00
Parking ticket revenue (including penalties)	\$0.00
Bond forfeitures (paid to city) – Other	\$3,070.00
Total Other Revenue	\$22,846.90
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	\$31,396.90
Bond Refunds	\$6,840.00
Total Disbursements	\$38,236.90