



CITY COUNCIL Regular Meeting

July 1, 2024

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

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

INVOCATION

The Invocation will be given by Laurie Dean Wiley, Chair of God at Center Committee at Truman Habitat for Humanity

THE PLEDGE OF ALLEGIANCE

ROLL CALL

CITIZEN REQUESTS

PRESENTATION RESOLUTIONS

1. 24-736 A Resolution recognizing Heather Benker, Staff Assistant for the City Manager's Office, as the I-STAR Award Recipient for July, 2024. **Res. No. 19563**

PROCLAMATIONS

CONSENT AGENDA

Reports and Recommendations of the City Manager

1. Approval of minutes for the Regular Meetings on June 3rd and June 17th, 2024.
APPROVED
2. Council action is requested on the change in ownership for a Retail Selling of Intoxicating Liquor by the Drink license for Nirvana Coffee, Bar, and Game Lounge located at 10707 E. Winner Rd. **APPROVED**

3. Council action is requested to approve a contract with the Independence Chamber of Commerce for the license of the Independence Square public area for the Santa-Cali-Gon Festival. **APPROVED**
4. Council action is requested on the application received from Earth First Waste Solutions, LLC for a Certificate of Public Convenience and Necessity as a refuse and trash collector/hauler. **FAILED 0-6**
5. Approval of 2024-25 utility property insurance renewal, with an estimated annual premium of \$787,903 for utility property which reflects an overall 4% premium increase. The premium includes the carrier's mutual participation share in the form of a Conventional Property credit in the amount of \$20,290. **APPROVED**
6. Approval of 2024-25 non-utility property insurance renewal with Midwest Public Risk, which includes the Auto Physical Damage and Contractors Equipment programs, for an annual premium of \$817,290. **APPROVED**
7. Approval of 2024-25 Excess Workers' Compensation insurance renewal with Safety National, to supplement the City's self-funded program, for an annual premium of \$460,436. **APPROVED**
8. Approval is requested to issue a purchase order to PAR Electrical Contractors LLC, in the amount of \$61,050.96, for the replacement of two structures as part of the Transmission Pole H-Frame Replacement project for the Power & Light Department. **APPROVED**
9. Approval is requested for Change Order #4 to PO 23000680 to PGAV Architects for \$85,090 to design a Concept Plan and Site Development Plan for a future community center. **APPROVED**
10. Council action is requested to issue a purchase order to Northstar Technologies, LLC for an amount not to exceed \$90,000, authorizing future change orders for an amount not to exceed \$9,000, for a Stormwater Management and Engineering Services Contract. **APPROVED**
11. Council action is requested to expend \$87,900 in purchase orders for fiscal year 2024-2025 to ESRI, for software licensing. **APPROVED**
12. Council action is requested to expend \$164,306.89 in purchase orders for fiscal year 2024-2025 to Azteca Systems LLC, for Cityworks software licensing. **APPROVED**
13. Council action is requested to expend \$112,800 in purchase orders for fiscal year 2024-2025 to Riverside Technologies, for managed IT services. **APPROVED**
14. Council action is requested to expend \$101,931 on kitchen and dining room furniture

and equipment for the Palmer Center from Stafford-Smith, Inc. **APPROVED**

RESOLUTIONS

1. 24-737 A Resolution reappointing Councilmember Perkins and Councilmember Fears and appointing Councilmember Wiley to the Audit and Finance Committee **Res. No. 19564**
2. 24-738 A Resolution appointing Leigh Phillips to the Planning Commission **Failed 3-3**
3. 24-739 A Resolution establishing standards for the recruitment and selection of board members, amending Resolution 6975 **Postponed to 7/8 Study Session**

REGULAR AGENDA

PUBLIC HEARINGS(S)

1. A public hearing for the application to rezone the property at 304 S. Liberty Street from C-2, General Commercial, to R-30/PUD, High-Density Residential/Planned Unit Development. ***New Information Only.***
 - A. 24-044 **2R** An ordinance approving a rezoning from District C-2 (General Commercial) to District R-30/PUD (High Density Residential/Planned Unit Development) and approving a preliminary development plan for the property located at 304 S. Liberty Street. **2R Ord. No. 7017**

ORDINANCES

1. 24-045 **2R** An ordinance vacating all that part of Blue Ridge Terrace, an existing unimproved 40' right-of-way located within the bounds of Blue Ridge Orchard, a subdivision in Independence, Jackson County, Missouri. **2R Ord. No. 7018**
2. 24-046 **2R** An ordinance vacating an existing unimproved right-of-way of all that part of South Main Street as dedicated in Martha's Vineyard, a subdivision in Independence, Jackson County, Missouri, also vacating an existing utility easement of all that part of a vacated alley in Martha's Vineyard, a subdivision in Independence, Jackson County, Missouri. **2R Ord. No. 7019**
3. 24-047 **2R** An ordinance adopting amendments to the Fiscal Year 2023-2024 budget, which was approved by Ordinance No. 19453 **2R Ord. No. 7020**
4. 24-048 **2R** An ordinance amending Article 22 of Chapter 1 of the City Code by deleting Section 1.22.004 and enacting in lieu thereof a new Section 1.22.004 changing the required age of the Municipal Judge **2R Ord. No. 7021**

5. 24-043 **2R** An ordinance amending Article 3 of Chapter 5 of the City Code by enacting new sections to revise and clarify the requirements for extended stay hotels. **2R**
Postponed for 60 days to 9/3/2024 agenda

FIRST READING(S)

1. 24-049 **1R** An ordinance authorizing acceptance of a grant in the amount of \$1,021,000.00 from the Missouri Department of Transportation for reimbursement for DRE Conference Fees and overtime programs for the Police Department for Impaired Driving Enforcement and Youth Alcohol Liquor Compliance Checks from October 1, 2024, to September 30, 2025; authorizing future change orders and/or time extensions for the same project and making the necessary appropriations. **1R**
READ
2. 24-050 **1R** An ordinance authorizing acceptance of a grant in the amount of \$485,250.00 from the Missouri Department of Transportation for reimbursement for LETSAC Conference Fees and Overtime Program for Hazardous Moving Violations Enforcement from October 1, 2024, to September 30, 2025; authorizing future change orders, extensions, amendments, or addendums for additional funding for the same project and making the necessary appropriations. **1R** **READ**
3. 24-051 **1R** An ordinance finding, determining, and declaring the necessity of acquiring right of way and temporary construction easements for the Truman Connected Phase 1 Project (Project No. 112102); 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. **1R** **READ**
4. 24-052 **1R** An ordinance authorizing a contract with the Missouri Department of Health and Senior Services to provide financial assistance for the Public Health Emergency Preparedness Grant Program for the period of July 1, 2024, through June 30, 2025; accepting funds for the period in the amount of \$125,685; authorizing future change orders for additional funding and/or time extensions for the same project; and authorizing certain future appropriations. **1R** **READ**
5. 24-053 **1R** An ordinance authorizing the acceptance of funding from the U.S. Department of Justice, Bureau of Justice Assistance, Office of Justice Programs, FY 2023 Byrne Justice Assistance Grant (JAG) program, through a Memorandum of Understanding with Jackson County, Missouri, which allocates \$62,360.00 to the City of Independence, Missouri, for the Police Department's use; appropriating the necessary funds; and authorizing future change orders and appropriations for the same project. **1R** **READ**

6. 24-054 **1R** An ordinance authorizing acceptance of a grant in the amount of \$76,250.00 from the Missouri Department of Transportation for reimbursement of overtime for Occupant Protection Enforcement Programs from October 1, 2024, to September 30, 2025; authorizing future change orders, extensions, amendments, or addendums for additional funding for the same project and making the necessary appropriations. **1R READ**
7. 24-055 **1R** An ordinance finding, determining, and declaring the necessity of acquiring general utility easements and temporary construction easements for the 24 HWY Improvement Steel Pole Installation Project (Project No. 500000835); 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. **1R READ**
8. 24-056 **1R** An ordinance authorizing the City Manager to execute a certain grant agreement with the Missouri Highways and Transportation Commission for the Truman Connected Phase II Project (City Project No. 112102 / Federal Project No. CMAQ-3379(441) & CRP 3379 (446)). **1R READ**
9. 24-057 **1R** An ordinance authorizing the execution of a change order to the construction contract (C#500000804) and design contract (PO#24000282) for the Truman Depot and Pacific Trail Project (No. 511702) and making necessary appropriations. **1R READ**
10. 24-058 **1R** An ordinance finding, determining, and declaring the necessity of acquiring right-of-way, general utility easements, and temporary construction easements for the Truman Depot Renovations and Pacific Ave Trail Project (Project No. 511702); 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. **1R READ**
11. 24-059 **1R** An ordinance vacating an existing right-of-way of all that part of the southeast 1/4 of Section 3 Township 49 North Range 32 West located in Independence, Jackson County, Missouri. **1R READ**
12. 24-060 **1R** An ordinance authorizing final disposition of certain city records that have met all requirements to be eligible for such disposition. **1R READ**
13. 24-061 **1R** An ordinance amending Article 6 of Chapter 8 of the City Code changing the procurement policy to align with Revised Statutes of Missouri (RSMo Chapter 34)

1R READ

14. 24-062 **1R** An ordinance amending the Fiscal Year 2024-25 Submitted Budget by reducing the Museum Fundraising account in the Tourism Fund by \$150,000. **1R READ**
15. 24-063 **1R** An ordinance amending the Fiscal Year 2024-25 Submitted Budget by increasing the Communications Department account in the General Fund by \$130,000. **1R READ**

INFORMATION ONLY

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

COUNCILMEMBER COMMENTS

ADJOURNMENT

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-736 A Resolution recognizing Heather Benker, Staff Assistant for the City Manager's Office, as the I-STAR Award Recipient for July, 2024. **Res. No. 7017**

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

**Department /
Contact**

Council and Board /

REVIEWERS

Zachary Walker
Susanne Holland

ATTACHMENTS:

None



A GREAT AMERICAN STORY

City Council Regular MeetingMinutes

June 3, 2024 6:00 PM,

Council Chambers - 111 E. Maple Ave.

INVOCATION

Meeting began at 6:03 p.m. with an invocation from Tim Alison.

1. Tim Allison of the Visiting Nurse Association Hospice will give the invocation

THE PLEDGE OF ALLEGIANCE

ROLL CALL

Mayor Rory Rowland, Presiding Officer of the City Council, called the meeting to order. Upon roll call, the following members were present: Rory Rowland, Jared Fears, Bridget McCandless, Jennie Vaught, John Perkins, Heather Wiley, and Mayor Rory Rowland. Absent – Brice Stewart.

The item was presented, and discussion followed.

Councilmember At Large McCandless moved to Motion to hear Proclamations and Presentation Resolutions out of order the item as presented. Motion seconded by City Council, District 1 Wiley. Motion .

AYES (0): None

NAYS (0): None

ABSENT (1): 2nd District City Council Stewart

CITIZEN REQUESTS

Debra Powell is a representative of Mom's Demand Action Against Gun Violence and spoke on that topic. She was also presented a Proclamation in recognition of this cause.

PRESENTATION RESOLUTIONS

1. 24-730 A resolution recognizing Lilia White, Account Information Representative for the Water Department, as the I-STAR Award - Service & Teamwork Above Responsibilities Award recipient for June 2024 **PRESENTED**

Resolution was read aloud. Lilia was not present to accept.

The item was presented, and discussion followed.

City Council, District 1 Perkins moved to Motion to pass Resolution for ISTAR Award the item as presented. Motion seconded by City Council At Large Fears. Motion .

AYES (0): None

NAYS (0): None

ABSENT (1): 2nd District City Council Stewart

PROCLAMATIONS

The Flag Day Proclamation was read and presented

A second Proclamation was presented to Debra Powell on behalf of Mom's Demand Action Against Gun Violence

1. Proclamation recognizing Flag Day June 14th **PRESENTED**

Presented to a representative of the Sons of the Revolution.

CONSENT AGENDA

Reports and Recommendations of the City Manager

The item was presented, and discussion followed.

The item was presented, and discussion followed.

City Council, District 1 Perkins moved to approve Reports and Recommendations of the City Manager as presented. Motion seconded by City Council At Large Fears. Motion Passed.

AYES (6): Mayor Rowland, City Council At Large Fears, City Council At Large McCandless, 4th District City Council Vaught, City Council, District 1 Perkins, City Council, District 1 Wiley

NAYS (0): None

ABSENT (1): 2nd District City Council Stewart

1. Approval of minutes for the Regular Meetings on May 6 and May 20, 2024 **APPROVED**
2. Council action is requested to issue a purchase order to Advanced Utility Systems in the amount of \$221,739.95 for the annual maintenance and support of the City's utility customer information and billing system. **APPROVED**

3. Council action is requested to issue a purchase order to Altec Industries in the amount of \$400,214.00, for an Altec DM45 digger derrick for the Power & Light Department. **APPROVED**
4. Council action is requested to issue a \$50,000 change order to the for intra-city transit services with First Transit for the Community Development Department. **APPROVED**
5. Council action is requested to issue a purchase order to GE Grid Solutions, LLC in the amount of \$839,406.17 for the JPAX Next Gen Fiber Optic Equipment Replacement for IPL. **APPROVED**
6. Council action is requested to issue a purchase order to Electronic Technology, Inc. (ETI) in the amount of \$115,228.30 for the Security Camera Project Upgrades/Replacements for the IPL Service Center, Substation P and Substation M. **APPROVED**
7. Council action is requested to amend the Schedule of Fees for the City of Independence effective July 1, 2024. **APPROVED**

The item was presented, and discussion followed.

Staff has provided an amended schedule of fees with reformatting. The fee schedule is being updated according to increase in the costs.

City Council At Large Fears moved to amend Item #7. Motion seconded by City Council, District 1 Perkins. Motion Passed.

AYES (6): Mayor Rowland, City Council At Large Fears, City Council At Large McCandless, 4th District City Council Vaught, City Council, District 1 Perkins, City Council, District 1 Wiley

NAYS (0): None

ABSENT (1): 2nd District City Council Stewart

The item was presented, and discussion followed.

City Council At Large Fears moved to amend Item #7 as amended. Motion seconded by City Council, District 1 Perkins. Motion Passed.

AYES (6): Mayor Rowland, City Council At Large Fears, City Council At Large McCandless, 4th District City Council Vaught, City Council, District 1 Perkins, City Council, District 1 Wiley

NAYS (0): None

ABSENT (1): 2nd District City Council Stewart

Councilmember Perkins asked if the City could come up with a way for vendors to buy one permit for the year instead of them having to buy permits for each event. City Manager Walker said they would look into this.

8. Council action is requested to issue a purchase order to Life Scan Wellness Centers in

the amount of \$181,000 for mandatory Fire Department physicals (contract extension). **APPROVED**

Resolutions

1. 24-731 A Resolution appointing Jose Torres as a member of the City Planning Commission of the City of Independence, Missouri **Res. No. 7013**
2. 24-732 A Resolution appointing Liz Baker to the Board of Directors of the Southwest Independence 353 Redevelopment Corporation **Res. No. 7014**

REGULAR AGENDA

Public Hearing(s)

Ordinances

1. 24-034 **2R** An ordinance approving a rezoning from District C-2 (General Commercial) and District R-12 (Two-Family Residential) to District R-6 (Single-Family Residential) for the property at 9519 E. Truman Road. **2R Ord. No. 19556**

This item was previously postponed from a prior agenda. The owners have come into compliance with this rezoning.

This ordinance was approved 6 Ayes; 0 Nays

The item was presented with no further discussion.

AYES (6): Mayor Rowland, City Council At Large Fears, City Council At Large McCandless, 4th District City Council Vaught, City Council, District 1 Perkins, City Council, District 1 Wiley

NAYS (0): None

ABSENT (1): 2nd District City Council Stewart

2. 24-035 **2R** An ordinance approving a rezoning from District R-30/PUD (High Density Residential) to R-6 (Single Family Residential) for the property at 120 E College Street. **2R Ord. No. 19557**

The item was presented with no further discussion.

AYES (6): Mayor Rowland, City Council At Large Fears, City Council At Large McCandless, 4th District City Council Vaught, City Council, District 1 Perkins, City Council, District 1 Wiley

NAYS (0): None

ABSENT (1): 2nd District City Council Stewart

3. 24-038 **2R** An ordinance authorizing a contract with the Missouri Department of Health and Senior Services to provide financial assistance for the State Investment in Local Public Health Services Grant Program for the period of June 1, 2024,

through May 31, 2025; accepting funds for the period in the amount of \$118,386; authorizing future change orders for additional funding and/or time extensions for the same project; and authorizing certain future appropriations. **2R Ord. No. 19558**

The item was presented with no further discussion.

AYES (6): Mayor Rowland, City Council At Large Fears, City Council At Large McCandless, 4th District City Council Vaught, City Council, District 1 Perkins, City Council, District 1 Wiley

NAYS (0): None

ABSENT (1): 2nd District City Council Stewart

4. **24-039 2R** An ordinance approving a Final Plat for Wader's Place – Replat A, in Independence, Jackson County, Missouri. **2R Ord. No. 19559**

The item was presented with no further discussion.

AYES (6): Mayor Rowland, City Council At Large Fears, City Council At Large McCandless, 4th District City Council Vaught, City Council, District 1 Perkins, City Council, District 1 Wiley

NAYS (0): None

ABSENT (1): 2nd District City Council Stewart

First Reading(s)

1. **24-041 1R** An ordinance adopting the Annual Operating and Capital Budgets of the City of Independence, Missouri, for the Fiscal Year July 1, 2024 - June 30, 2025, estimating the revenues for said fiscal year; appropriating sums for the purposes stated in said Budget, establishing Operating Transfers, designating Fund Balance Allocations, establishing the authorized Table of Organization, and designating those who may make a requisition for encumbrances against appropriations. **1R**

This item was read.

2. **24-042 1R** An Ordinance finding, determining, and declaring the necessity of acquiring general utility easements and temporary construction easements for the Rockwood Storm Drainage Improvement Project (Project No. 132202); authorizing the negotiation and eminent domain proceedings if necessary; authorizing the use of experts as needed; authorizing and directing the execution of documents and the payment of funds to property owners or others holding property rights in conjunction with the project. **1R**

This item was read.

3. **24-043 1R** An ordinance amending Article 3 of Chapter 5 of the City Code by enacting new sections to revise and clarify the requirements for extended stay hotels. **1R**

This item was read.

INFORMATION ONLY

1. ***Please Note: In accordance with RSMo. 610.021, the City Council may convene in an***

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

City Council At Large Fears moved to go into Closed Executive Session. Motion seconded by City Council District 3 Wiley. Motion passed.

AYES (0): None

NAYS (0): None

ABSENT (1): 2nd District City Council Stewart

COUNCILMEMBER COMMENTS

Councilmember Perkins said Woodlawn Park and Cemetery looked great. Great turnout for the Northwest clean up. Thanks to everyone that helped out and those who provided supplies.

Councilmember Vaught attended a ribbon-cutting for the Walmart Neighborhood Market. Walmart handed out three \$1000 checks to local nonprofit groups. She attended the Strawberry Festival at Vaille Mansion. She also visited the National Frontier Trails Museum. The story and presentation is very well done. Encourages everyone to visit it.

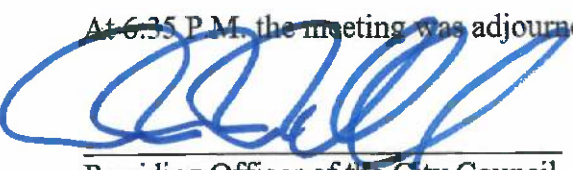
Councilmember Wiley was able to see the new fire truck purchased for Station 7. It was built in Missouri by Precision Fire Apparatus. The East Independence Branch of the Mid-Continent Library opens this Friday at 9:00 a.m.

Councilmember McCandless: IPL worked tirelessly to repair electricity loss from the Memorial Day storm. Outages were kept up-to-date on social media. Everyone did an excellent job. She attended the City of Independence Service Recognition Dinner where they recognized 10 employees for their 20, 25, 30 and 40 years of service to the City. They had an accumulative service of 255 years. Two events coming up. The Neck was a neighborhood established in 1877. It is now called McCoy Park. The families that used to live there will have names put in stone and a public dedication will be held on June 15th at 10 a.m. On June 10th, Presidential descendants will be welcomed at the Truman Library.

City Manager Walker reminded residents that we have a drop-off depot this Saturday from 8-3 for storm debris as well as other items. Delegates from the City toured area justice centers to get ideas for our Justice Center.

ADJOURNMENT

At 6:35 P.M. the meeting was adjourned to go into a closed Executive Session.



Presiding Officer of the City Council

of the City of Independence, Missouri

ATTEST:

City Clerk



A GREAT AMERICAN STORY

City Council Regular MeetingMinutes

June 17, 2024 6:00 PM,

Council Chambers - 111 E. Maple Ave.

INVOCATION

Sergio Quintero will give the invocation in Spanish

THE PLEDGE OF ALLEGIANCE

ROLL CALL

CITIZEN REQUESTS

PRESENTATIONS

1. NESA Outstanding Eagle Scout Award Presentation

Bill Esry of the Boy Scouts of America presented Police Chief Adam Dustman with the NESA Outstanding Eagle Scout Award

CONSENT AGENDA

Motion to approve Consent Agenda was made by Councilmember Perkins, seconded by Councilmember Fears. Motion passed 7-0

AYES (7): Mayor Rowland, City Council At Large Fears, 2nd District City Council Stewart, City Council At Large McCandless, 4th District City Council Vaught, City Council, District 1 Perkins, City Council, District 1 Wiley

NAYS (0): None

ABSENT (0):

Items pulled for discussion: Item #3 pulled by Councilmember McCandless; Item #5 pulled by Councilmember Fears

Reports and Recommendations of the City Manager

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

Councilmember McCandless moved to Approve Item #3 . Motion seconded by Councilmember Perkins. Motion Passed.

AYES (7): Mayor Rowland, City Council At Large Fears, 2nd District City Council Stewart, City Council At Large McCandless, 4th District City Council Vaught, City Council, District 1 Perkins, City Council, District 1 Wiley

NAYS (0): None

ABSENT (0):

Discussion on the item: This will continue to add infrastructure at intersections across the city. This pays for the installation of sensors that will allow the signal to monitor traffic and cross-traffic at the light and adjust accordingly to allow traffic through the intersection. So, if you're sitting at a stop light and there is no cross-traffic coming through, the sensor will signal the light to change.

4. Council action is requested to expend \$232,508.00 to Galvan's Lawn & Landscape LLC and Zambelli Lawn Care & Snow Removal LLC for Mowing Services for the Power & Light, Parks, Recreation, & Tourism, and Municipal Services Departments for fiscal year 2024-2025. **Approved**
5. Council action is requested to accept a tentative agreement with IBEW Local 53 and Independence Maintenance and Clerical Employees **Approved**

Motion to approve Item #5 made by Councilmember Fears, seconded by Councilmember Perkins. Motion Passed.

AYES (7): Mayor Rowland, City Council At Large Fears, 2nd District City Council Stewart, City Council At Large McCandless, 4th District City Council Vaught, City Council, District 1 Perkins, City Council, District 1 Wiley

NAYS (0): None

ABSENT (0):

Discussion on this item: This is a three year agreement with the IBEW clerical and maintenance unit. It provides for across-the-board increases for each of the three years at a negotiated amount.

Resolutions

1. 24-733 Resolution appointing members to the FIFA World Cup Advisory Committee

Res. No. 7015

2. 24-735 A Resolution appointing Garry Helm as Presiding Municipal Judge **Res. No. 7016**

REGULAR AGENDA

Public Hearing(s)

Ordinances

1. 24-041 2R An ordinance adopting the Annual Operating and Capital Budgets of the City of Independence, Missouri, for the Fiscal Year July 1, 2024 - June 30, 2025, estimating the revenues for said fiscal year; appropriating sums for the purposes stated in said Budget, establishing Operating Transfers, designating Fund Balance Allocations, establishing the authorized Table of Organization, and designating those who may make a requisition for encumbrances against appropriations. **2R Ord. No. 19561**

The item was presented, and discussion followed. Councilmember Fears stated the City staff spent quite a bit of time working the budget and discussing with the Council. He is pleased with the work that has been done on this.

AYES (7): Mayor Rowland, City Council At Large Fears, 2nd District City Council Stewart, City Council At Large McCandless, 4th District City Council Vaught, City Council, District 1 Perkins, City Council, District 1 Wiley

NAYS (0): None

ABSENT (0):

Passed 7-0

2. 24-042 2R An Ordinance finding, determining, and declaring the necessity of acquiring general utility easements and temporary construction easements for the Rockwood Storm Drainage Improvement Project (Project No. 132202); authorizing the negotiation and eminent domain proceedings if necessary; authorizing the use of experts as needed; authorizing and directing the execution of documents and the payment of funds to property owners or others holding property rights in conjunction with the project. **2R Ord. No. 19562**

AYES (7): Mayor Rowland, City Council At Large Fears, 2nd District City Council Stewart, City Council At Large McCandless, 4th District City Council Vaught, City Council, District 1 Perkins, City Council, District 1 Wiley

NAYS (0): None

ABSENT (0):

Passed 7-0

3. 24-043 2R An ordinance amending Article 3 of Chapter 5 of the City Code by enacting new sections to revise and clarify the requirements for extended stay hotels. **2R**

Postponed to 7/1/24

Motion made by Councilmember Perkins to postpone the item to the July 1 agenda; seconded by Councilmember Stewart

AYES (7): Mayor Rowland, City Council At Large Fears, 2nd District City Council Stewart, City Council At Large McCandless, 4th District City Council Vaught, City Council, District 1 Perkins, City Council, District 1 Wiley

NAYS (0): None

ABSENT (0):

Passed 7-0 item is postponed to July 1 agenda

First Reading(s)

1. 24-044 **1R** An ordinance approving a rezoning from District C-2 (General Commercial) to District R-30/PUD (High Density Residential/Planned Unit Development) and approving a preliminary development plan for the property located at 304 S. Liberty Street. **1R Read**
2. 24-045 **1R** An ordinance vacating all that part of Blue Ridge Terrace, an existing unimproved 40' right-of-way located within the bounds of Blue Ridge Orchard, a subdivision in Independence, Jackson County, Missouri. **1R Read**
3. 24-046 **1R** An ordinance vacating an existing unimproved right-of-way of all that part of South Main Street as dedicated in Martha's Vineyard, a subdivision in Independence, Jackson County, Missouri, also vacating an existing utility easement of all that part of a vacated alley in Martha's Vineyard, a subdivision in Independence, Jackson County, Missouri. **1R Read**
4. 24-047 **1R** An ordinance adopting amendments to the Fiscal Year 2023-2024 budget, which was approved by Ordinance No. 19453 **1R Read**
5. 24-048 **1R** An ordinance amending Article 22 of Chapter 1 of the City Code by deleting Section 1.22.004 and enacting in lieu thereof a new Section 1.22.004 changing the required age of the Municipal Judge **1R Read**

INFORMATION ONLY

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by 610.021(9).

COUNCILMEMBER COMMENTS

Councilmember Fears was able to attend the Susquehanna HOA meeting on Sunday. If anyone else would like to invite a councilmember to come to that type of meeting to discuss items on the August ballot, let us know.

Councilmember McCandless discussed the Neck Neighborhood Event. Two memorial markers were placed there. One that lists the families that were displaced and the other shows a map of the neighborhood. She also thanked Cindy McClain for her 8 years on the Planning Commission. Also a shout-out to Chief Dustman's mother for getting him to all of his scout meetings to earn his Eagle Scout.

Mayor Rowland seconded McCandless thanks to Cindy for her dedication and work. He attended a naturalization ceremony at the Truman Library.

Councilmember Perkins discussed the Glenwood Theatre sign being transformed to the Englewood sign and will be placed this next Friday.

Shout out to IPD regarding a long investigation of a stolen zero-turn law mower that was finally recovered.

City Manager Zach Walker invited everyone to come out for the Juneteenth celebration on Wednesday. There will be lots of great speakers and food. He also gave a shout out to IFD.

Chief Lauss formed an internal committee of 12 fire personnel to go out to different community events to do recruitment for IFD. They now have 10 people going through the hiring process and three people going through certification. This leaves 5 vacancies within IFD.

City Manager Walker also mentioned that the City has had a couple of incidents that he feels are important to discuss. Today one of the Park employees had an incident with people operating dirt bikes where they shouldn't be. When he approached them, he was head-butted and then ran over by the dirt bikes. He was taken to Urgent Care where he received stitches and was at home recovering. We also had another incident where a utility shut-off employee was shot at while doing his job. City employees are human beings trying to do their jobs and go home to their families and we ask that you show them respect.

Mayor Rowland also pointed out that there was a third incident that occurred today that is worth mentioning and will be addressed.

ADJOURNMENT

ADJOURNMENT 6:36 p.m.

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

ATTEST:

City Clerk

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested on the change in ownership for a Retail Selling of Intoxicating Liquor by the Drink license for Nirvana Coffee, Bar, and Game Lounge located at 10707 E. Winner Rd. **APPROVED**

Recommendations:

This application meets the requirements of the City's Alcoholic Beverage Code.

Background:

The applicant is requesting City Council approval of a change of ownership for the liquor license located at 10707 E. Winner Rd. The hours of operation will be Monday – Thursday 6:00 am – 9:00 pm, Friday 6:00 am to 12:00 midnight, Saturday 9:00 am to 12:00 midnight, and Sunday 9:00 am to 6:00 pm. The applicant has also requested a Sunday Sales License. This license will be issued administratively should the City Council approve the ownership change. Nirvana Coffee Bar LLLP is leasing the space and taken over the business from prior owner Bally Plaza, LLC. The applicant has indicated that this location will have alcohol sales that meet the City's Alcoholic Beverage Code.

Applicant: Nirvana Coffee Bar LLLP

Name of business: Nirvana Coffee, Bar, and Game Lounge

Business Address: 10707 E. Winner Rd.

Size of establishment (includes outdoor patio space if applicable): Nirvana Coffee, Bar, and Game Lounge currently operates in a 2,000 square foot space

Liquor License Types: Retail Selling of Intoxicating Liquor by the Drink Including Sunday Sales

Types of Alcohol to be sold/served: Various types of intoxicating liquor and beer by the drink.

History of any liquor license at this location; if a new building, provide a brief update on the construction: Nirvana Coffee Bar opened in 2022 owned by Bally Plaza, LLC and obtained a liquor license in October 2022. Nirvana Coffee Bar LLLP leased the space and received their city business license to operate as Nirvana Coffee, Bar, and Game Lounge in April 2024. The current owner intends to continue operating the business in the same capacity as the prior owners. There are two active liquor licenses within 1,000 feet of this location: Vivilore and Wine Down located to the east.

Location proximity to school, church, or residential zoning: According to the City's mapping system there are three churches and no schools within 300 feet of the parcel. There is also residential property located within 300 feet.

Managing Officer Information and results from background check: Nirvana Coffee Bar LLLP has indicated Mason Brandt will serve as the appointed managing officer. The background investigation conducted by the Missouri State Highway Patrol on Mason Brandt revealed he meets the requirements of the Alcoholic Beverages code.

Emergency Justification:

Fiscal Impact:

Council Action:

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

REVIEWERS

Tom Scannell
Jeremy Cover
Meagan Borth
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Redacted Nirvana Coffee Bar LLLP Liquor License App
2. Aerial Map
3. Zoning map



Liquor License
Application Form

Regulated Industries Division
111 E. Maple Avenue
Independence, MO 64050
(816) 325-7079
blicenses@indepmo.org

pd ck #125
\$750 JRF
5-7-24

Application Type: ☐ Package ☒ Drink ☐ Manufacturing ☐ Wholesale ☐ Special ☐ Ownership Change

Business Information

This Business is a: ☐ Sole Proprietor ☐ Partnership ☒ LP ☐ LLC ☐ Corporation
Nirvana Coffee Bar LLLP Coffee Retail/Service

Legal Name of Entity Type of Business
Nirvana Coffee, Bar, and Game Lounge

Doing Business as (d/b/a) (if different than above)
10707 E Winner Road Independence MO 64052

Physical Address City State Zip
Same as above

Mailing Address (if different from above)
8165096296 8165096296 masp.brandt@gmail.com

Phone Cell Phone Email
Missouri 2/10/2024

State & Date of Incorporation or Organization Missouri Retail Sales Tax Number
Business Already Open

Date business scheduled to open

Give dimensions or square footage of the building, outdoor patio, and any other areas in which alcoholic beverages may be stored or dispensed: Building is 2000 Sqft, storage and dispense is 400 Sqft

Is the proposed location within 300 feet of a church, school, or hospital? Englewood Church 150ft

Proposed hours of operation: M-Th 6AM - 9PM Fri 6AM - 12AM Sat 9AM - 12AM Sun 9AM - 6PM

If existing business, from whom was the business purchased? N/A

Date of purchase: N/A Date of Possession: N/A

Does the former owner of the business have any interest, either directly or indirectly, in the business for which you seek a license? If so, explain:

N/A

I hereby apply to the City of Independence, MO, for the following license(s) for the business and premises described above (mark all license types for which you are applying on page 2). I also certify that the information given in this application is true to the best of my knowledge and that the license is non-transferable. I also agree that this business will observe the restrictions specifically enumerated in Chapter 2 of the Independence City Code related to alcoholic beverages.

Mason Brandt

Mason Brandt

Signature of Applicant

Printed Name

Owner

03/20/2024

Title

Date

5/7/2024 MB

Liquor License Types (mark all license types for which you are applying)

All liquor licenses are effective for one (1) year, beginning July 1 and ending June 30. Any liquor license application made between January 1 and March 31 will be charged a prorated fee equal to one-half of the annual license fee (listed below). Those licenses will expire June 30 of that year. Applications made between April 1 and June 30 will be charged the full license fee (listed below), however those licenses will expire June 30 the following year.

Package Liquor Licenses

- ☐ P1 – Retail Selling of Intoxicating Liquor of all kinds in the original package (\$150.00)
- ☐ P3 – Retail Selling of Beer only in the original package; includes Sunday Sales (\$150.00)
- ☐ S – Sunday Sales (\$300.00)
- ☐ T – Tasting Permit (\$25.00)

Drink Licenses

- ☒ T1 – Retail Selling of Intoxicating Liquor by the Drink (\$450.00)
- ☐ T2 – Retail Selling of Malt Liquor & Wine by the Drink (\$150.00)
- ☐ T3 – Retail Selling of Beer by the Drink; includes Sunday Sales (\$150.00)
- ☐ R1 – Restaurant Selling Intoxicating Liquor (\$450.00)
- ☐ R2 – Restaurant Selling Beer; includes Sunday Sales (\$150.00)
- ☐ F1 – Tax Exempt Organizations Selling Intoxicating Liquor (\$300.00)
- ☐ H1 – Hotel Selling Intoxicating Liquor (\$450.00)
- ☐ Z1 – Consumption of Intoxicating Liquor (\$150.00)
- ☒ S – Sunday Sales (\$300.00)

Manufacturing, Distilling, Blending Licenses

- ☐ M1 – Manufacturing, Distilling, Blending Intoxicating Liquor of all kinds (\$300.00)
- ☐ M2 – Manufacturing twenty-two (22) percent or less alcohol- content intoxicating liquor (\$300.00)
- ☐ M3 – Manufacturing, Brewing Malt Liquor (\$300.00)

Wholesale Licenses

- ☐ W1 – Wholesale selling of Intoxicating Liquor of all kinds (\$300.00)
- ☐ W2 – Wholesale selling of twenty-two (22) percent or less alcohol-content intoxicating liquor (\$300.00)
- ☐ W3 – Wholesale selling of malt liquor (\$300.00)

Special Licenses

- ☐ S1 – Microbrewery (\$7.50 per 100 barrels produced)
- ☐ S2 – Domestic Winery (\$7.50 per 500 gallons produced)
- ☐ S4 – Picnic 7 Day Intoxicating Liquor by the Drink (\$15.00 per day)
- ☐ S6 – July 4th Celebration Malt Liquor & Light Wine by the Drink (\$15.00 per day)
- ☐ C1 – Caterer Intoxicating Liquor by the Drink – Up to 7 Days (\$15.00 per day)
- ☐ C2 – Caterer Intoxicating Liquor by the Drink – Up to 50 Days (\$500.00)
- ☐ C3 – Caterer Intoxicating Liquor by the Drink – Unlimited Days (\$1,000.00 per day)



Liquor License Application Form

Regulated Industries Division
111 E. Maple Avenue
Independence, MO 64050
(816) 325-7079
blicenses@indepmo.org

Managing Officer, Sole Owner, or Managing Partner Information

Mason Brandt

Full Name	Mason Brandt						Social Security Number	[REDACTED]
Male	23	6'3"	150lbs	[REDACTED]	Blue Springs	Yes		
Sex	Age	Height	Weight	Date of Birth	Place of Birth	Are you a U.S. Citizen		
22801 E Bradford Ln Ct			Blue Springs			MO	64015	
Home Address		City				State	Zip	
N/A				N/A		N/A		
Place of Employment (other than business)				Employment Phone	Email			
N/A		N/A				N/A	N/A	
Employment Address		City				State	Zip	

City or Town where the Managing Officer, Sole Owner, or Managing Partner pays taxes:

Blue Springs

Will this person be in active control and management of this business? Please explain (part-time/full-time, etc.):

Full-Time

Have you, any partner or employee ever been arrested anywhere in the United States for the violation of any City, State or Federal Law? If so, who, where, when and what offense (do not include minor traffic offenses):

No

Have you, any partner or employee ever been the holder of a license to manufacture or sell alcoholic beverages, which was revoked? If so, explain:

No

Have you, or any member of your household or immediate family, ever made application for a permit for the Director of Liquor Control that was denied? If so, explain and provide approximate date of denial:

No

Do you rent or lease the premises for which this business is to be used? If so, give terms of rent or lease, and name and address of property owner:

Yes, term is 4 years at \$2,500 per month for the first year. Rovira Realty 3675 S Noland Rd Ste 215, Independence, MO 64055

Partnership or Member Information (complete only for partnerships or LLCs with multiple members)

Give partnership or LLC name (if not already listed above) and the name, address, and percentage ownership interest of each partner or member:

Nirvana Coffee Bar LLLP	Michael M. Pinkston
Mason P. Brandt	3204 North Pleasant Independence, MO 64050
22801 E Bradford Ln Ct Blue Springs, MO 64015	50% Ownership Interest
50% Ownership Interest	

Corporate Information (complete only for a corporation)

List full name, complete address, phone number, date of birth and Social Security Number of all corporate officers:

President:	N/A
Vice President:	N/A
Secretary:	N/A
Treasurer:	N/A
Managing Officer:	N/A

Names, address, and phone number of shares owned of all stockholders who hold 10% or more of the capital stock:

N/A

Is the corporation or any stockholder or the managing officer thereof, or any member of his/her household or immediate family, have interest directly in any other permit issued by the Director of Liquor Control? If so, explain:

N/A

Has any stockholder of the corporation or an officer ever been employed by any person, partnership, or corporation that had a license revoked or suspended? If so, who, where, when and what offense:

N/A

Alcoholic Beverage Code Certifications – Adult Materials

- ☒ I certify this establishment **will not** display or sell books, photos, magazines, videos, or other periodicals which are distinguished or characterized by the principal emphasis on matters depicting, describing, or relating to specified sexual activities.
- ☐ I certify this establishment **will** display or sell books, photos, magazines, videos, or other periodicals which are distinguished or characterized by the principal emphasis on matters depicting, describing, or relating to specified sexual activities.

Alcoholic Beverage Code Certifications – Allow Entry for Inspection

- ☒ I agree that I will permit the entry of any officer or investigator who has legal authority for the purpose of inspection; and will permit the removal of all things and articles which may be in violation of the ordinances of Independence, Missouri, and the laws of the State of Missouri or the United States.

Alcoholic Beverage Code Certifications – Restaurant Liquor Sales

- ☐ **If qualifying as a restaurant:** I certify that at least 50% of the gross sales of the business for which this license application is made will consist of food.

Alcoholic Beverage Code Certifications – Package Liquor Sales

If applying for a package liquor license: I certify that, at all times, I will keep a stock of goods having a value according to my original invoices of at least one thousand dollars (\$1,000.00), exclusive of the inventory value of the fixtures and of the intoxicating liquor, which I shall offer for sale on said premises. Check one of the following:

- ☒ This location will have alcohol sales that are less than 90% of gross store sales.
☐ This location will have alcohol sales that are more than 90% of gross store sales.

Additional Documentation Required

1. Letter of Explanation – Letter explaining why the application is being submitted by outlining the operations of the business and the use of the liquor license, should it be approved.
2. A recent photo of the Managing Officer.
3. Criminal Record Check – Missouri Highway Patrol criminal record check for the Managing Officer, Sole Owner, or each partner or member of a partnership or LLC.
4. Copy of the Managing Officer's paid Missouri personal property tax receipt for year immediately preceding the date of application.
5. Copy of Missouri voter registration card for the Managing Officer.
6. Recent photos of the interior and exterior of the premises to be licensed. If the building is under construction, the applicant shall provide a copy of the plans and specifications of the building.
7. Floorplan of the premises to be licensed including any areas where alcoholic beverages will be stored, sold, or consumed including outdoor patio areas.
8. Copy of Jackson County Business Property Tax receipt for year immediately preceding date of application. (If the business was new after January 1 of that year, it is exempt from this requirement.)
9. Business License Application – Applicant must submit a Business License application that includes a letter of "No Tax Due" dated within the previous 90-days for the MO sales tax number provided and a certificate of liability insurance.
10. License Fee: Check or money order payable to the City of Independence. See page 2 for current annual license fees.

Please return this application and all required documents to the Regulated Industries Division at the address above. For questions about completing this application, please contact Jordan Ellena at JEllena@indepmo.org or by phone at 816-325-7183.

Letter of Explanation

To whom it may concern,

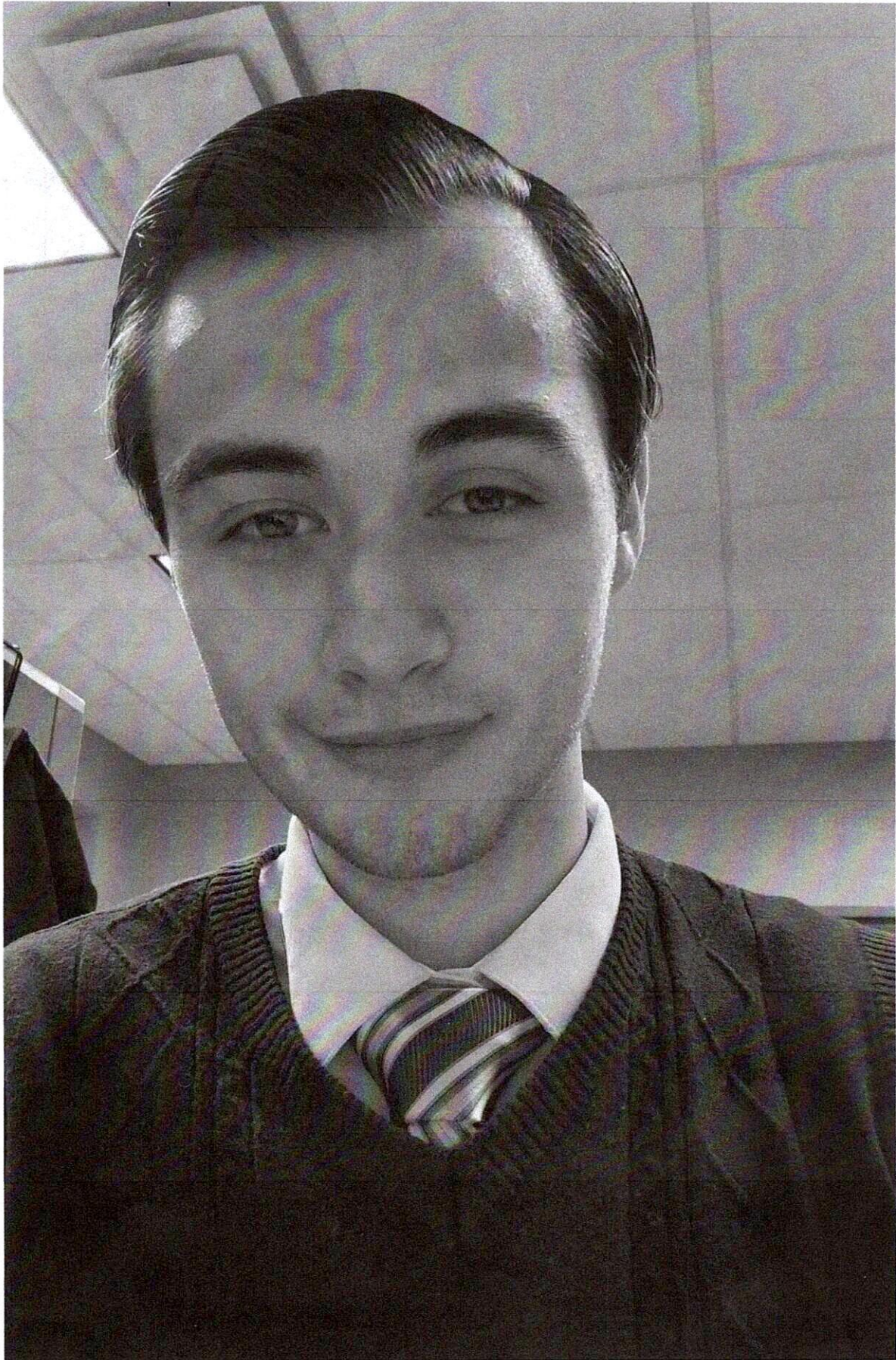
Nirvana Coffee, Bar, and Game Lounge is a multifaceted business that seeks to combine three unique elements - a coffee shop, a bar, and a game lounge. We currently host a variety of events ranging from karaoke nights, trivia competitions, board game events, and live musical performances. Should we be granted a liquor license by the city, it will be used to provide a variety of beer, wine, and cocktail options to our patrons in hopes of providing a more enjoyable experience during their valued leisure time. Many thanks in advance for your attention on this matter.

Best regards,

Mason Brandt

Owner and Operations Manager

Managing Officer - Mason Brant



JACKSON COUNTY
BOARD OF ELECTION COMMISSIONERS
P.O. Box 296 • Independence, MO 64051 • 816-325-4600
VOTER IDENTIFICATION CARD
PLEASE KEEP THIS CARD

Brandt Mason Philip
2801 E Bradford Lane Ct
Blue Springs MO 64015-7339

WP	PCT	CON	SEN	REP	CO	CTY
N	04A	5	11	20	5	IN03

ID No. 751823841



No Match Notification

A statewide search of the identifiers below has revealed no criminal conviction or sex offender information on file. Fingerprints were not provided and thus the result of the search cannot be guaranteed.

Date of Search: 04/22/2024

Name (1): MASON BRANDT

Name (2):

Name (3):

Date Of Birth: [REDACTED]

SSN: [REDACTED]

Control Number: 6742757

If you have any questions, please do not hesitate to contact our office at 573-526-6153.

Missouri State Highway Patrol
Criminal Justice Information Services Division
PO BOX 9500
Jefferson City, MO 65102



No Match Notification

A statewide search of the identifiers below has revealed no criminal conviction or sex offender information on file. Fingerprints were not provided and thus the result of the search cannot be guaranteed.

Date of Search: 04/22/2024

Name (1): MICHAEL PINKSTON

Name (2): MIKE PINKSTON

Name (3):

Date Of Birth: [REDACTED]

SSN: [REDACTED]

Control Number: 6742755

If you have any questions, please do not hesitate to contact our office at 573-526-6153.

Missouri State Highway Patrol
Criminal Justice Information Services Division
PO BOX 9500
Jefferson City, MO 65102

JACKSON COUNTY

BOARD OF ELECTION COMMISSIONERS

P.O. Box 296 • Independence, MO 64051 • 816-325-4600

VOTER IDENTIFICATION CARD

PLEASE KEEP THIS CARD

Brandt Mason Philip

22801 E Bradford Lane Ct

Blue Springs MO 64015-7339

TWP	PCT	CON	SEN	REP	CO	CTY
SN	04A	5	11	20	5	IN03

ID No. 751823841



JACKSON COUNTY JOINT GOVERNMENTAL TAX PAYMENT RECEIPT

RECEIPT NUMBER: 14066228

Page 1 of 1

Entered: 12/29/2023 12:00 AM

Cashier: devijon

Printed By: TINOCYN

Interest Date: 12/31/2023

Drawer: -1

Receipt Applied To:

Property Account No.	Year	District	Amount Applied	Unpaid Balance*	Description
207163454	2023	038	\$147.17	\$0.00	Property Tax Principal
	2023	038	\$5.00	\$0.00	City License Fees
Amount Applied for Tax Year 2023			\$152.17	\$0.00	Unpaid Balance Amount for Tax Year 2023
Agency			Amount		
JACKSON COUNTY			\$12.0639		
MID-CONTINENT LIBRARY			\$6.8644		
BLUE SPRINGS SCHOOLR-IV			\$119.4013		
BOARD OF DISABLED SERVICES			\$1.6884		
METRO JUNIOR COLLEGE			\$4.1974		
MENTAL HEALTH			\$2.2472		
STATE BLIND PENSION			\$0.7074		

Description of Property:

Make: TOYOTA

Item Type: AUTO

Model: PRIUS

1st Name on Title: MASON P BRANDT

Model Series: 5D 2WD

2nd Name on Title:

Year: 2011 Plate:

Serial No./VIN: JTDKN3DU0B1407256

Situs Address: 22801 E BRADFORD CT, INDEPENDENCE

Total Paid on This Receipt: \$152.17

Payment was received by interest date.

Run: 5/7/2024 12:29:28 PM

End of Receipt Number 14066228: 1 Page

[ascend30]

Notes:

*Interest, penalties and fees will be assessed on any unpaid balance amount. The amount of any unpaid balance shown on this receipt is the unpaid balance amount at the time the receipt is run, exclusive of such interest, penalties and fees. Changes in the taxable value may alter your unpaid balance amount.

Failure of this payment to clear your financial institution will void this receipt. A returned item fee and late penalty may be assessed. Please verify with your financial institution that this payment has cleared.

PAYER:

BRANDT MASON P
22801 BRADFORD LN CT
BLUE SPRINGS MO 64015

OWNER:

BRANDT MASON P
22801 BRADFORD LN CT
BLUE SPRINGS MO 64015



JACKSON COUNTY JOINT GOVERNMENTAL TAX PAYMENT RECEIPT

RECEIPT NUMBER: 13194476

Page 1 of 1

Entered: 11/30/2022 12:00 AM

Cashier: downjol

Printed By: TINOCYN

Interest Date: 12/31/2022

Drawer: -1

Receipt Applied To:

Property Account No.	Year	District	Amount Applied	Unpaid Balance*	Description
207163454	2022	038	\$125.53	\$0.00	Property Tax Principal
	2022	038	\$5.00	\$0.00	City License Fees
Amount Applied for Tax Year 2022			\$130.53	\$0.00	Unpaid Balance Amount for Tax Year 2022
Agency			Amount		
JACKSON COUNTY			\$10.5077		
MID-CONTINENT LIBRARY			\$5.7508		
BLUE SPRINGS SCHOOLR-IV			\$101.6800		
BOARD OF DISABLED SERVICES			\$1.4839		
METRO JUNIOR COLLEGE			\$3.5996		
MENTAL HEALTH			\$1.9755		
STATE BLIND PENSION			\$0.5325		

Description of Property:

Make: TOYOTA

Item Type: AUTO

Model: PRIUS

1st Name on Title: MASON P BRANDT

Model Series: 5D ONE I4 HYBRID

2nd Name on Title:

Year: 2011 Plate:

Serial No./VIN: JTDKN3DU0B1407256

Situs Address: 22801 E BRADFORD CT, INDEPENDENCE

Total Paid on This Receipt: \$130.53

Payment was received by interest date.

Run: 5/7/2024 12:29:38 PM

End of Receipt Number 13194476: 1 Page

[ascend30]

Notes:

*Interest, penalties and fees will be assessed on any unpaid balance amount. The amount of any unpaid balance shown on this receipt is the unpaid balance amount at the time the receipt is run, exclusive of such interest, penalties and fees. Changes in the taxable value may alter your unpaid balance amount.

Failure of this payment to clear your financial institution will void this receipt. A returned item fee and late penalty may be assessed. Please verify with your financial institution that this payment has cleared.

PAYER:

BRANDT MASON P
22801 BRADFORD LN CT
BLUE SPRINGS MO 64015

OWNER:

BRANDT MASON P
22801 BRADFORD LN CT
BLUE SPRINGS MO 64015



Exterior 1



Exterior 2



Lobby 1



Lobby 2



Lobby 3



Dry Storage
(Alcohol Stock)



Front Desk
Area



Kitchen



~~Kit~~ Drink Prep/
Dish Area



Grease Trap /
Sump Pump



Bathroom



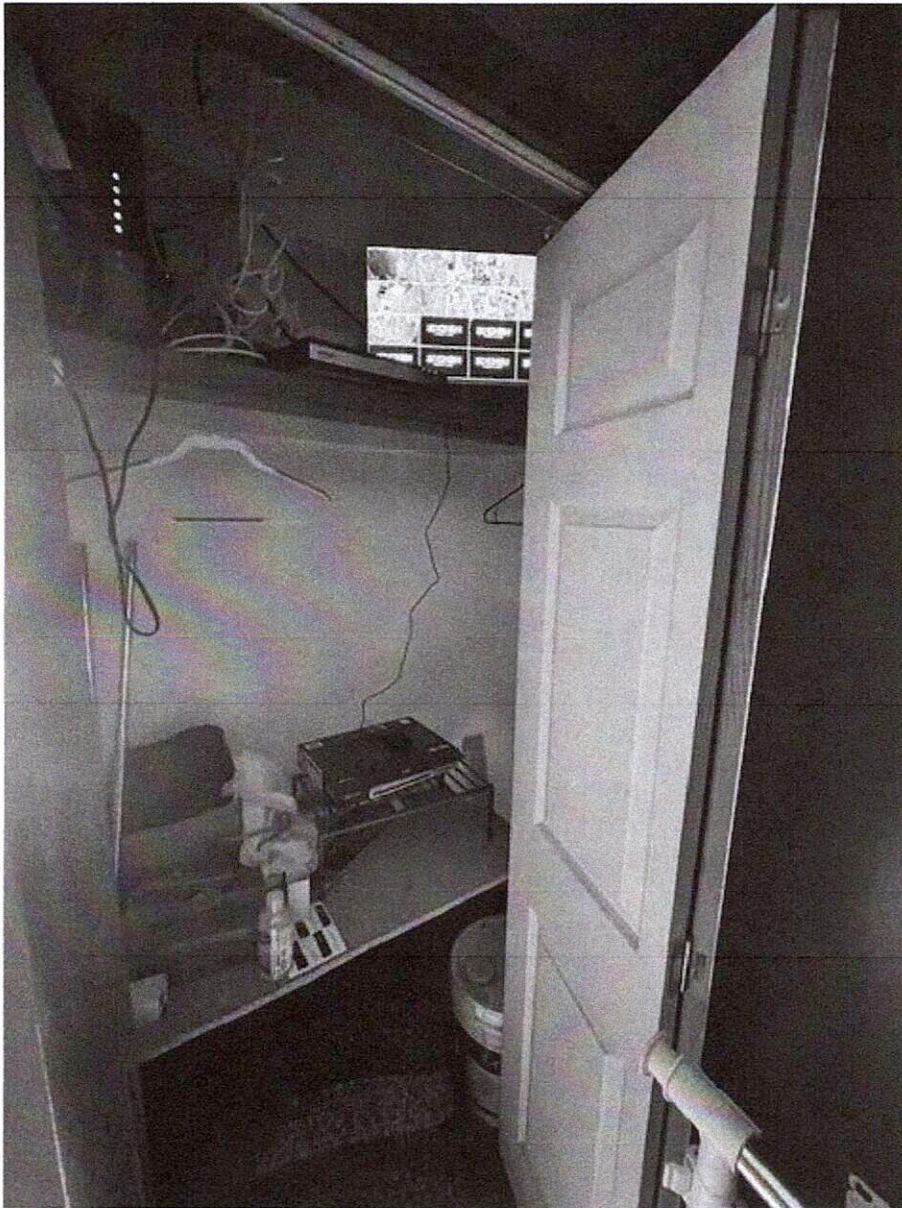
Bathroom



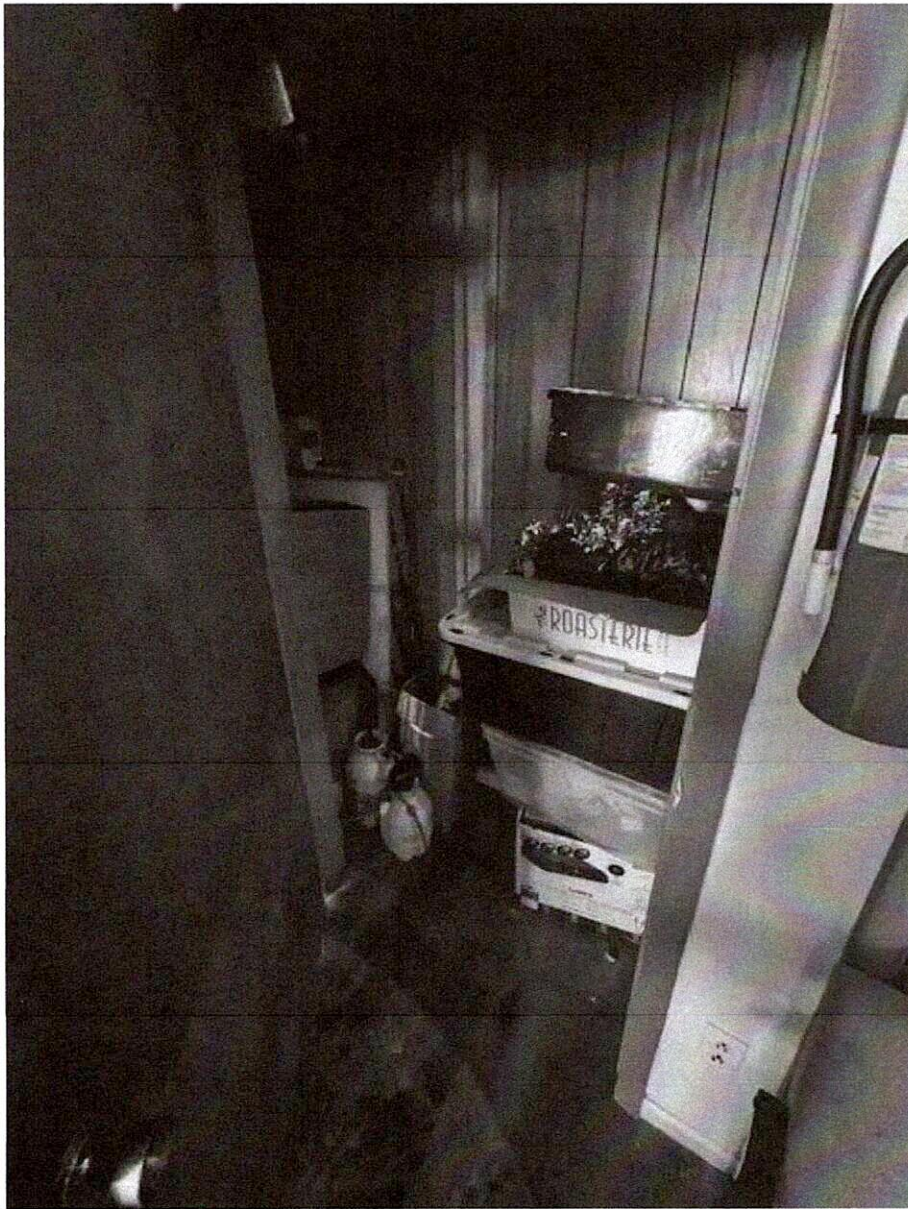
Cleaning
Supplies



Storage Closet/
Camera Room



Storage Closet/
Camera Room



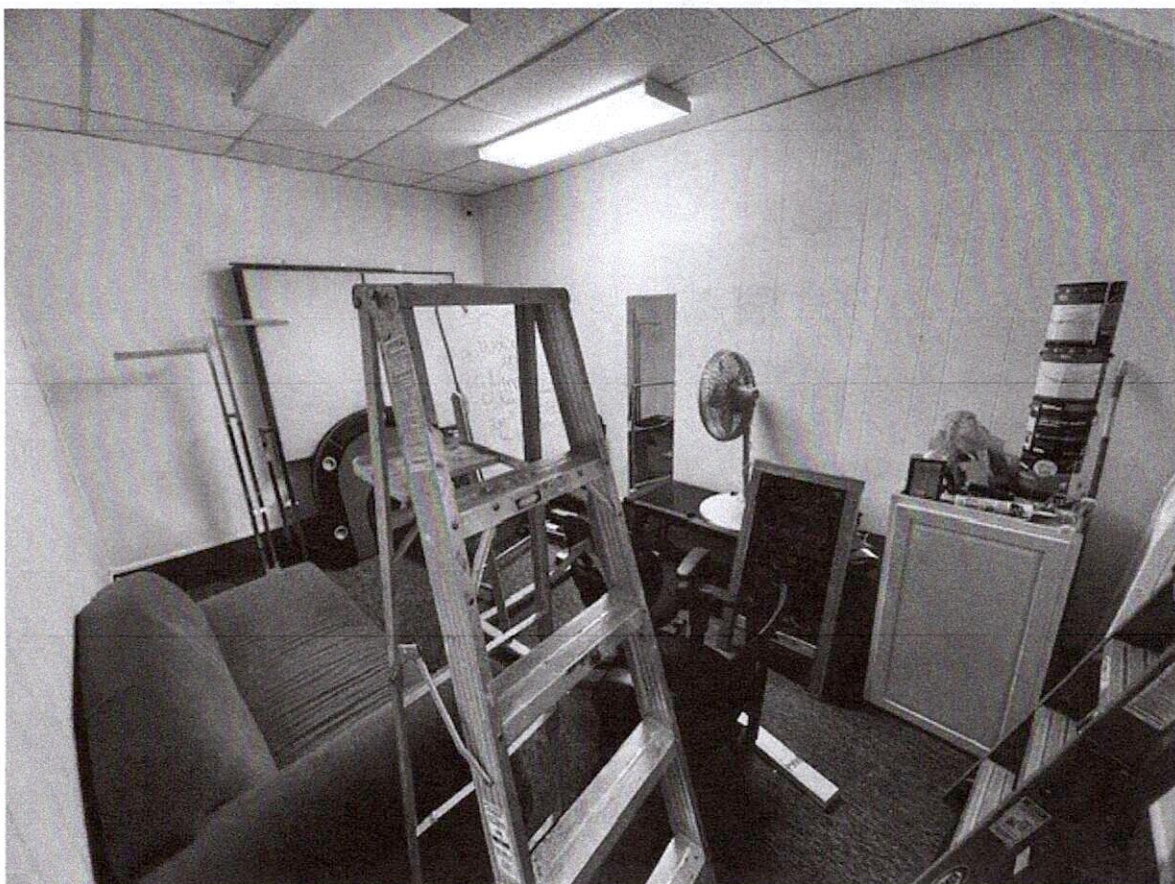
Closet



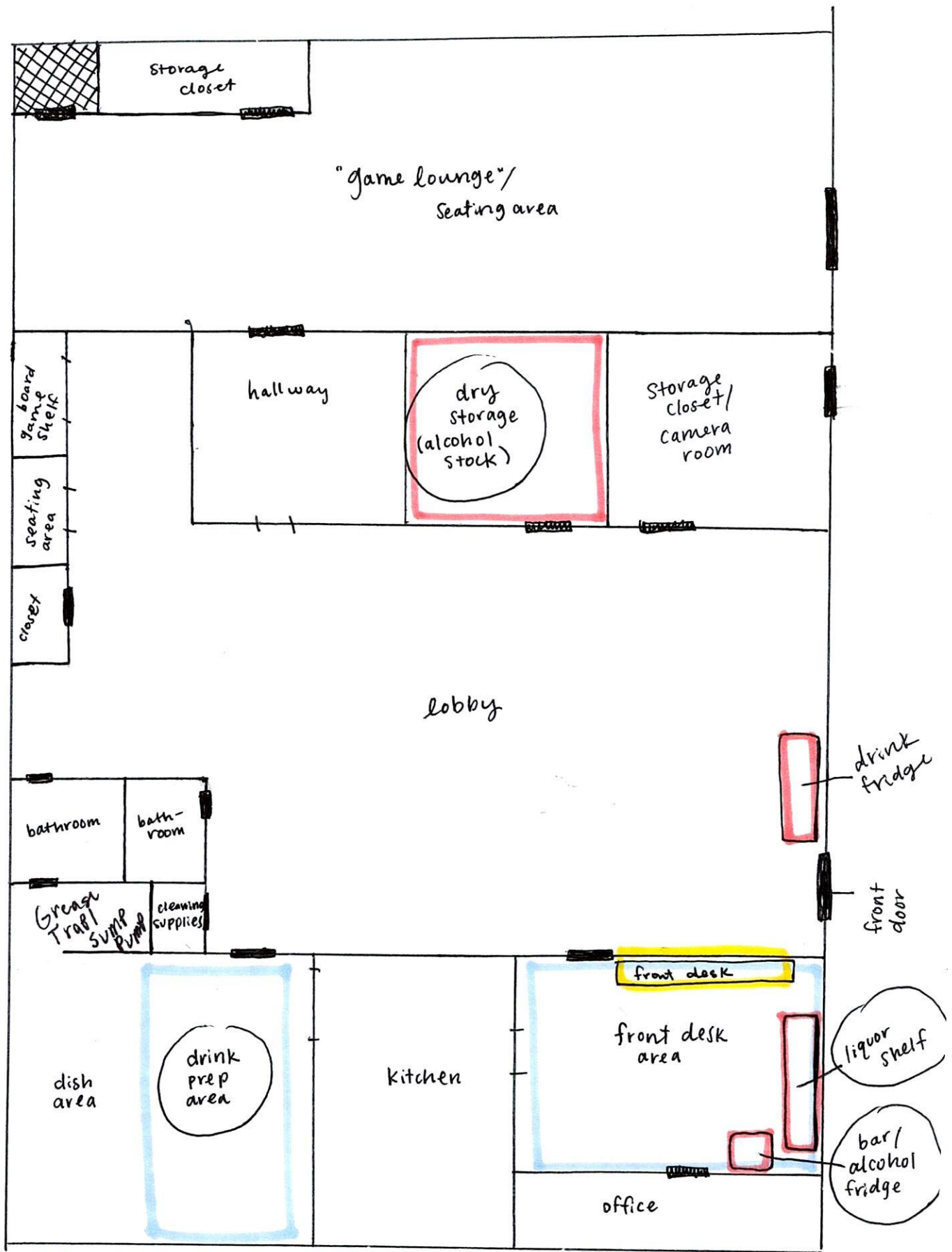
Hallway



Game Lounge/
Seating Area



Storage Closet

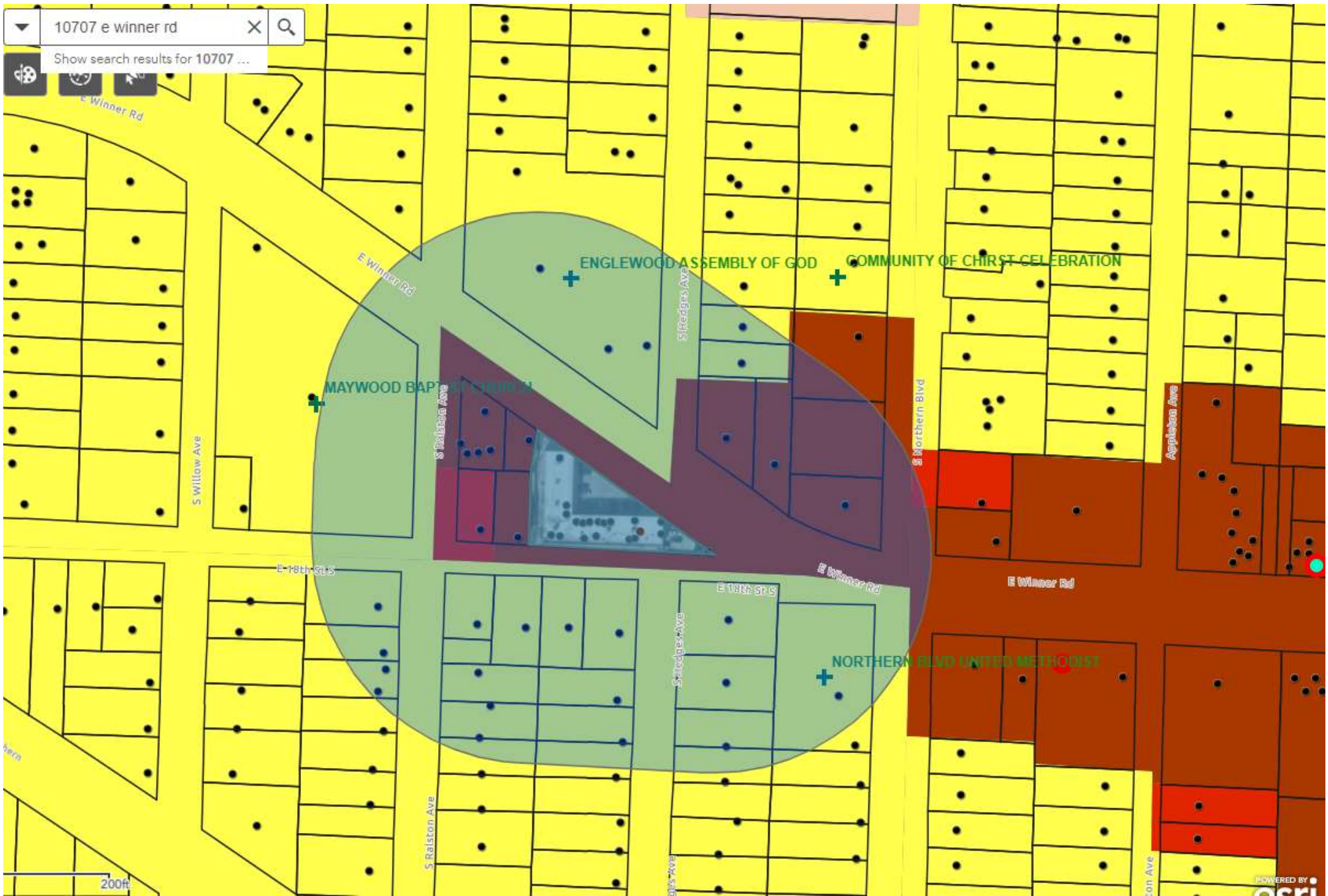


 = where it's sold/
checkout

 = alcohol/bar preparation zones

 = alcohol/bar storage zones





City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to approve a contract with the Independence Chamber of Commerce for the license of the Independence Square public area for the Santa-Cali-Gon Festival. **APPROVED**

Recommendations:

Staff recommends approval.

Background:

The City contracts with the Independence Chamber of Commerce on an annual basis for the use of public spaces and resources for the Santa-Cali-Gon Festival. A contract is recommended for the 2024 festival under similar terms and conditions as in prior years. Changes were negotiated to address various operational issues.

The proposed contract grants the Independence Chamber of Commerce exclusive use of the public areas within the area depicted on Exhibit A for operating the Santa-Cali-Gon Festival. The contract addresses various operating issues associated with conducting the festival including parking, vendor licensing, trash collection, security, public access, electrical service and use of public spaces for temporary structures. The contract was reviewed by City departments to address various operation issues.

The contract obligates the Chamber to obtain liability insurance and indemnify the City from claims associated with occupancy of the festival grounds. Additionally, the Chamber is responsible for additional security personnel, waste and waste water, fencing, trash and debris, recycling, accessibility, cleaning of the festival area, a designated number of booth spaces for Main Street 1849 as well as the cost associated with electric and water usage during the festival.

Additionally, the City is responsible for providing available barricades, water supply to the festival grounds, lot sweeping for the carnival site as well as conducting public health and safety inspections of vendor booths.

Emergency Justification:**Fiscal Impact:**

The agreement is subject to appropriations in the Fiscal Year 2024-25 budget. The City agrees to provide \$27,000 as a festival sponsorship and marketing and a base level of police protection.

Council Action:

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

REVIEWERS

Tom Scannell
Jeremy Cover
Meagan Borth
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. SantaCaliGon Contract 2024 Draft
2. The Exhibit Map

CONTRACT FOR LICENSE OF INDEPENDENCE SQUARE PUBLIC AREA FOR SANTA-CALI-GON FESTIVAL

THIS CONTRACT, made and entered into this ___, 2024 by and between the **CITY OF INDEPENDENCE, MISSOURI**, a municipal corporation, the "**City**", party of the first part, and the **INDEPENDENCE CHAMBER OF COMMERCE**, 210 W. Truman Rd., Independence, Missouri, a Missouri corporation, the "**Chamber**", party of the second part.

WITNESSETH: That the City Council of the City deems it to be in the best interests of the City and its citizens to promote City pride, commerce and tourism through cooperation with the Chamber, in the production of the Santa-Cali-Gon Festival, the "Festival". In order to further this purpose, the City hereby grants permission and authority to the Chamber, upon the terms and subject to the conditions of this contract, to use all of the public areas in and around the area generally known as the Independence Square, which the City presently owns or controls, and contained within the boundaries as shown on the sketch attached hereto as **Exhibit A**, the "Festival grounds", and made a part hereof by reference for the purpose of conducting the Festival from August 30 through September 2, 2024 inclusive.

SECTION I. In consideration of the granting the use of the "Festival ground," the Chamber, its employees, agents, contractors, vendors, exhibitors, and persons or organizations participating in the operation of the Festival hereby agree and covenant:

A. The Festival grounds shall be used only for the purposes of conducting the Festival, with the following restrictions:

1. Parking Lot – northeast corner of Lexington and Lynn. The Chamber shall refrain from placing any structures or exhibits on the municipal parking lot at the northeast corner of Lexington Street and Lynn Avenue as shown on the sketch attached hereto as **Exhibit B** or otherwise using the lot or interfering with access to it until at least 6:00 p.m. on the Thursday of the Festival. The use of this parking lot will be available to the Chamber until noon on Tuesday following the Festival. Debris shall be removed from this lot in accordance with this contract.
2. Parking Lot – southeast corner of Truman Road and Lynn. At no time during the Festival shall Chamber obstruct the entrances to or access to the parking spaces in the municipal parking lot at the northwest corner of Maple Street and Higashimurayama Avenue as shown on the sketch attached hereto as **Exhibit C**. Dumpsters for trash collection may be used at this location, but access to the parking spaces may not be restricted and the area must be kept free of loose trash and debris. The Chamber will issue permits for parking in this lot.
3. Parking Lot – north side of City Hall. To allow the public to conduct business in City Hall, the Chamber will post signs and provide security personnel to restrict the use of the parking lot north of City Hall as shown on the sketch attached

hereto as **Exhibit D** by Festival participants prior to 5:00 PM on the Friday of the Festival opening.

4. Parking Lot – southeast corner Osage and Maple. The Chamber shall refrain from placing any structures or exhibits on the municipal parking lot at the southeast corner of Osage Street and Maple Street as shown on the sketch attached hereto as **Exhibit E** or otherwise using the lot or interfering with access to it until at least 6:00 p.m. on the Thursday of the Festival. The use of this parking lot will be available to the Chamber until noon on Tuesday following the Festival. Debris shall be removed from this lot in accordance with this contract.

5. Old Jail Museum and the Truman Home Tour Information Center. The Chamber shall maintain the sidewalk immediately in front of the Old Jail Museum and the Truman Home Tour Information Center from a point 10 feet South of the entranceway at 217 N. Main north to Truman Road as shown on the sketch attached hereto as **Exhibit F** free from stages, bleachers, chairs or any other objects whatsoever in order that same remains unobstructed and clear for pedestrian traffic throughout the Festival.

6. Truman Courthouse. The Chamber shall not allow the display or use of anything heavier than a total of 5,400 pounds on the Truman Courthouse area as shown on the sketch attached hereto as **Exhibit G**. Any item over 3,000 pounds per axle shall be prohibited from entering this area.

7. Public Streets and City Parking Lots. The Chamber will neither drill holes nor allow any of its contractors, vendors or exhibitors to drill holes for anchoring or stabilizing any structure or device in any public street or City parking lot. If the installation or erection of any device, structure or exhibit requires the anchoring or stabilizing of such structure by the drilling of holes in the pavement of the public parking lots, such drilling, shall be done by the City or shall be approved by the City. The Chamber will cooperate with the City in the determination of the best location for the anchors. Additionally, the Chamber will pay an amount not to exceed \$15.00 each for the material cost of installing the anchors. Drilling in concrete must be approved in advance on a site-by-site basis by City inspectors. There shall be no drilling in brick work.

After such devices, structures and exhibits are removed, the City shall make the necessary repairs to the holes that were drilled and bill the Chamber on a cost of \$10.00 per-hole for said repairs. This bill shall include only those holes drilled by Chamber for the current year. Said repairs are to be performed and the Chamber invoiced prior to the end of the calendar year.

Only the use of white chalk location markings on asphalt is authorized. Vendor location markings must be visible until inspections are complete. Markings on the curbs or sidewalks must be removed by 6:00 PM on Tuesday following the close of the Festival.

8. The Chamber, further agrees that upon the termination of the Festival, all booths shall be promptly removed from the Festival grounds not later than 10 pm on the last day of the Festival. Bleachers, tables, and chairs shall be removed in the City Lot shown as **Exhibit B** by 10:00 AM. Tuesday following the Festival. The sidewalks, steps, crosswalks, and other areas of the Festival grounds used for foot traffic shall be cleared prior to 5:00 PM on Monday.

B. To provide for the conduct of the Festival, **CHAMBER** agrees that:

1. Security. The Chamber shall provide necessary security from midnight to 8:00 a.m. each night of the Festival. The Chamber shall assure that the carnival operator provides reasonable and adequate security personnel, in quantity and during hours of operation, as specified by the Chief of Police.

2. Waste and Waste Water. Chamber shall provide for a system of disposal of waste and waste water for the Festival grounds acceptable to the City. The Chamber shall prohibit all vendors and exhibitors from disposing of waste or waste water into the storm sewers.

3. Trash and Debris – Festival Area. The Chamber shall during the course of the Festival, provide on a daily basis, a sufficient number of dumpsters for depositing trash and debris resulting from the Festival and shall further provide for the removal of said trash and debris from said dumpsters on a daily basis. The Chamber shall provide, while the Festival is in operation, sufficient personnel for the removal of trash. Liners for the trash containers shall be provided by the Chamber. The City shall deliver trash containers to the Festival grounds prior to the Festival and remove them following the Festival.

4. Trash and Debris – City Parking Lots and Right-of-Way. Trash and debris, including material (screws and other forms of metal fasteners) left after the dismantling of any performance structure, in the public parking lots and right-of-way in the area of City Hall and the Police Building as shown on the sketch attached hereto as **Exhibit B-D** will be removed by noon on Tuesday following the Festival and will be removed from the remaining area of the Festival grounds by 5:00 p.m. on Tuesday following the Festival. The Chamber will be responsible for any damage to public or private property caused by the failure to comply with this provision of the Contract.

6. Electrical Service. The Chamber shall provide electrical service on the Festival grounds, subject to the following terms and conditions:

- a) Chamber shall be responsible for the ordinary and reasonable cost of installation of temporary service meters on the Festival grounds, The temporary service meter cost shall be in addition to the cost of the electrical consumption as described below.
- b) Chamber shall use receptacles on the Festival grounds rather than temporary service meters where such receptacles are available and shall pay the amount of \$50.00 per receptacle for this use. The \$50.00 cost shall be in addition to the cost of electrical consumption as described below.
- c) The Chamber, vendors, and exhibitors on the Festival grounds shall be responsible for the cost of electrical consumption at the metered rate as set forth in schedules adopted by the City for the supply of such electric service. (* agreed rate of .16 per KW) If for any reason any meter fails to record the consumption of electricity, the consumption during any such period that the meter is out of service shall be considered to be the same as the consumption for a like period immediately before or immediately after the interruption, as selected by the City.
- d) The Chamber agrees that the voltage available and the manner and place of making connections with the above utilities used by the Chamber shall be determined by the City.
- e) The installation of temporary electrical service on, in, or adjacent to the sections of streets immediately surrounding the Truman Courthouse (i.e. Lexington between Liberty and Main Streets, Liberty between Maple and Lexington, Maple between Liberty and Main Streets, and Main between Maple and Lexington Streets) will only be allowed during the period from Monday, August 12, 2024 through Saturday, September 7, 2024. For all other areas of the Festival grounds outside of the streets immediately surrounding the Truman Courthouse, electrical service installation to support or facilitate the event may be installed no earlier than Monday, August 12, 2024.
- f) The Chamber and the City, through its Community Development Department and Power & Light Department, will work together to ensure the safe delivery of electrical service to the Festival grounds. The City

and IPL shall not be responsible for any Chamber and Chamber vendor facilities.

g) No Chamber or vendor facilities shall be attached to City and/or IPL structures and/or facilities other than stated in Section 6 a) – f) above. Any request for additional attachments must be made in writing to City and/or IPL, before July 31, 2024. A written and signed agreement sufficient and with the approval of City and/or IPL will be required to be fully executed before any such attachments are allowed to be physically made.

7. Accessibility. The Chamber shall do all things necessary to assure handicap access to the Festival grounds is maintained. That the Chamber shall provide for handicapped parking in the municipal parking lots at the northeast corner of Lynn Avenue and Kansas Street and the southeast corner of Lynn Avenue and Truman Road as shown on the sketch attached hereto as **Exhibit C and H**. At least one ADA compliant restroom facility shall be made available at every bank of restrooms.

8. Emergency vehicle accessibility: The Chamber shall maintain booth spacing along streets to allow for clear access for emergency vehicles to enter the fairgrounds area. A minimum of 20 feet should remain clear of any obstructions that would inhibit emergency vehicle access.

9. Command Post Vehicles. The Chamber shall provide sufficient space at mutually agreed locations to accommodate Police Department, Fire Department and Emergency Management personnel.

10. Parking for Emergency Management Volunteers. The Chamber shall provide sufficient number of parking spaces for Emergency Management volunteers. The Chamber shall coordinate with Emergency Management staff on determining the number of parking spaces needed as well as location.

11. Handwash or Sanitizer Stations outside of Restroom Facilities. The Chamber shall provide handwash or sanitizer stations outside of the restroom facilities.

12. City Sponsor. The Chamber shall include the name of the City as a sponsor in all media and promotional campaigns the same as any other sponsor. This may include, but is not limited to; pre-program publicity; on the Main Stage Banner, in theme oriented signage, festival t-shirts, information booth signage, festival programs; and other advertisements.

13. Tickets. The Chamber shall provide to the City fourteen V.I.P. armbands each night to be used at the Main Stage for premium seating at all performances during the festival. Armbands must be delivered to the City five (5) days prior to the start of the Festival.

14. Main Street 1849. The Chamber shall provide to the City, a designated number of booth spaces on Main Street to be referred to as Main Street 1849 and to accommodate the following as previously agreed:

- a) Complimentary trade sponsorship for the National Frontier Trails Center on a stage or visitor area and marketing of the National Frontier Trails Center on brochures and other advertising media.
- b) An area for the presentation of theme programs of the period and events important to the Independence heritage.
- c) Distribution of visitors guides and historical site material at the Festival's information booth.
- d) The placement of a Tourism brochure, provided by the City, to be made available at information booth(s).
- e) Electric equipment will be placed by the Chamber's electrical contractor on Main Street 1849 and that work will be billed to the City who will also be responsible for purchase of electric usage by exhibits and boothholders.
- f) City staff will collaborate on marketing of Main Street 1849 with the Chamber of Commerce and primary exposure will be focused on attendance to the Santa Cali Gon Days Festival.
- g) The City shall have access to set up Main Street 1849 starting at 1:00 pm on Thursday, August 29, 2024.
- h) The City shall have access to tear down starting at 3:00 pm on Monday, September 2, 2024.

15. Vendors and Exhibitors Rules and Regulations. All vendors and exhibitors will operate under the rules and regulations of the 2024 Santa Cali Gon Days Festival vendor contract including requirements for inspections by city departments, hours of operation, parking and vehicle restriction inside festival grounds as outlined. Vendors profiting by sales of items or services will be considered to be a regular vendor of the event and must register and pay the

Chamber for booth space, electric, insurance and related costs per current SCG vendor contract.

16. Food Service Inspections. The Chamber will provide to the Health Department, at the Chamber building, one (1) golf cart at 12:00p.m. on Thursday, August 29, 2024 for use in inspecting the food service operations associated with the Carnival. The Health Department will return this golf cart to the Chamber building upon the completion of inspections or by 7:00 p.m. on Thursday. Beginning at 8:00 a.m. on Friday, August 30, 2024, the Chamber will provide to the Health Department, at the Chamber building, four (4) golf carts for use in the inspection of vendor booths providing food service to the public. The Health Department staff will return the golf carts to the Chamber building upon the completion of inspections or by 5:30 p.m. on Friday. The Chamber will provide to the Health Department, at the Chamber building, one (1) golf cart beginning at 8:00 a.m. of each subsequent day of the Festival for use in the continuing inspection of vendor booths providing food service to the public. The Health Department staff will return the golf cart to the Chamber building upon the completion of inspections or by 7:00 p.m. on each subsequent day.

17. Vendor Booth Inspections. The Chamber will provide to the Community Development and Fire departments, at the Chamber building, five (5) golf carts at 8:00 a.m. on Friday, August 30, 2024 for the purpose of conducting electrical, fire and other safety inspections of vendor booths. The Community Development and Fire departments will return these golf carts to the Chamber building upon the completion of the inspections or by 3 pm on Friday. No rider not approved or scheduled by supervisory City staff may accompany inspectors or ride in carts.

18. Post Festival Clean Up. The Chamber shall provide the personnel, equipment and materials necessary to clean the Festival area at the conclusion of the Festival event. Final clean-up shall be complete by 5:00 p.m. Tuesday September 3, 2024. The City's contribution outlined in Section II (A) of this agreement shall be made payable by the City to the Chamber upon satisfactory completion of the post-festival cleanup. For purposes of this agreement, satisfactory completion of post-festival cleanup shall mean the removal of trash and debris in City parking lots of the public right-of-way as defined in Sections I (B) (3) and (4). Such cleanup will also include a good-faith effort to remove grease and other food debris from the festival grounds and public right-of-way.

C. Compliance With Law:

1. Chamber, vendors, and exhibitors shall use and occupy the Festival grounds in a safe and careful manner and shall comply with all applicable municipal, state,

and federal laws and rules and regulations pertaining to the carnival, food establishments, exhibits, and temporary structures as prescribed by the City, its employees and agents including those laws or ordinances regarding sale of alcoholic beverages and distribution of pornographic materials. It shall be the responsibility of the Chamber to inspect all temporary installations, tents, other enclosures and structures for suitability and safety. The Chamber shall require any vendor or exhibitor to remove or correct any unsightly or hazardous structure or condition which is so deemed by the City.

The City shall have the power to immediately close or prevent the opening to the public of any vendor or exhibitor which may be in violation of federal or state law or City ordinance. The Chamber and its contractors, vendors and exhibitors agree to abide by the decision of the City in this regard and shall not make any claim or bring any action against the City, or its agents or employees, in regard to any such action taken by the City.

2. City Inspections During the Event. The Chamber agrees that the City shall have the right to designate certain of its employees or agents as inspectors, and Chamber agrees that such inspectors shall have the right at any time, and as often as the City may consider necessary, to inspect any property, and services being rendered, any riding devices, shows, displays, food establishments, or any activities of Chamber or the vendors, or exhibitors located on the Festival grounds, and Chamber, vendors, or exhibitors located on the Festival grounds shall give said inspectors free access to any space used or occupied by them or under their control for the purpose of such inspection and shall, upon request of such inspector, operate or demonstrate any machinery, mechanical devices, or electrical appliances owned, maintained, or in the possession of Chamber, vendors, or exhibitors located on the Festival grounds, or demonstrate or operate any process or activities being carried on by Chamber, vendors, or exhibitors located on the Festival grounds.

The Chamber may request inspection services at hours other than the City's normal business hours. City shall be reimbursed for such inspection services for actual personnel costs, with a minimum service charge of (1) hour.

3. Contractors Permits and Licenses. The Chamber shall require all contractors and subcontractors of the Chamber to obtain all necessary permits and licenses before providing contracted services at the Festival. The Chamber shall submit a list of all contractors and subcontractors to the Regulated Industries Division of the Community Development Department a minimum of thirty (30) days before the Festival. The City reserves the right to immediately cease the operations or prevent the operation of any contractor or subcontractor that has not obtained all necessary permits and licenses required by the City.

All permits shall be obtained and license fees shall be paid prior to use of any device, show or display or food establishment specifically related to the carnival which are required to be obtained or secured.

4. Temporary Health Permits. The granting of this license to the Chamber shall be in lieu of all other business licenses required by vendors under Chapter 5 of the City Code of the City. The Chamber shall provide to all food vendors instructions for obtaining a Temporary Health Permit along with guidelines for operating a food booth. Food service booths operating during the Festival will not be allowed to open until a Temporary Health Permit is obtained, the fee is paid, and a satisfactory inspection has been completed. (To assist with the orderly conduct of the Festival starting in May the Chamber will provide to the Health Department a list of all vendor applicants denoting which ones that will be sampling/serving food. Designated City staff will have online access to all vendors serving or sampling food or beverages and a map of booth locations. (with monthly updates through July and then during August notification of applicants when received.) The Chamber will provide to the Health Department a minimum of ten (10) days prior to the Festival a location map of the vendor booths providing food service to the public. This location map will be updated by the Chamber as necessary.)

5. Enforcement of Health Code. Health Department staff shall enforce the City's health regulations. The City will take the necessary and appropriate steps for any vendor found to be out of compliance with the City's health regulations.

6. Vendor Sales Tax. The Chamber will submit to the City at least ten (10) business days before the Festival a list of all vendors, including their contact information as on file with the Chamber and their Missouri Retail Sales Numbers. Within ten (10) business days after the Festival, the Chamber shall provide follow up list of all vendors attending the festival that includes Missouri Retail Sales Tax numbers. The Chamber shall inform all vendors of the sales tax rate within the Festival area as 9.225%.

7. Alcoholic Beverages. The Chamber shall limit the number of temporary vendors that sell alcoholic beverages to no more than two (2) at a maximum of five (5) locations. These vendors must obtain all state and local licenses and shall be restricted to the sale of non-intoxicating or intoxicating beer by the drink, or malt liquor and light wine by the drink as provided for in Chapter 2 of the Code of the City.

The Chamber shall apply for and be approved for the appropriate liquor license. Said license shall define the open carry area if different from the Festival area. Signage must be present at all exits to the Festival area and entrances to the

Carnival grounds prohibiting alcohol beyond this point. Only sales from the Chamber and/or authorized vendors may be utilized in the Festival area. All signage must be approved by the City. Any Square business with an existing liquor license may request approval from the City to be included in the open carry area.

D. Liabilities:

1. The Chamber shall secure from each vendor or exhibitor on the Festival grounds, an agreement absolving the City of any liability for theft, loss or damage to property of vendor or exhibitor on the Festival grounds, irrespective of the cause thereof except for liability arising from any occurrence directly involving the gross negligence or intentional act of an employee or agent of the City. Each such agreement to release and waive all rights and claims against the City, and its agents and employees with respect to such theft, loss or damage shall also include release as to any liability for loss to an exhibit or other installation that results from shutdown by the City. Said agreement shall be substantially in the form as attached hereto as **Exhibit L**.
2. If the Festival grounds, or any portion thereof, during the term of this license, shall be damaged by the act, default or negligence of the Chamber, its employees or agents, vendors, exhibitors, or any occupants and users of the Festival grounds. The Chamber shall pay to the City, upon demand, such sum as shall be necessary to restore the Festival grounds to its previous condition. The Chamber hereby assumes full responsibility for the character, acts and conduct of all its employees or any person acting for and on behalf of the Chamber.
3. The Chamber shall obtain "General Liability and Liquor Liability" insurance coverage for the period of Thursday prior to the Festival through the Wednesday following the Festival of at least \$1,000,000 aggregate limit for bodily injury and property damage under a Special Event policy issued to Chamber with an owner's protective liability provision to indemnify and save harmless the City, and its agents and employees, from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury, and/or damage to property arising from or out of any occurrence in, upon or at the Festival grounds (except for any occurrence directly involving the gross negligence or intentional act of an employee or agent of the City), or arising out of the occupancy or use of the Festival grounds or any part thereof by the Chamber, its employees or agents, vendors, exhibitors, or any other occupant or user thereof, or occasioned wholly or in part by any act or omission by the Chamber, its employees and agents, and any other occupant or user of all or any part of the Festival grounds, and their agents, servants, contractors and

employees. The Chamber, vendors, exhibitors, and those occupants and users of the Festival grounds, upon receiving written notice thereof, agree to defend such action or proceeding at its own expense by counsel satisfactory to the City. For the purpose of this contract occupants and users shall be limited to those individuals or entities who participate in the Festival by virtue of a contract, license or agreement with the Chamber. Said definition shall not include members of the general public who attend the Festival or individuals who are otherwise on the Festival grounds not as a result of any contract, license or agreement with the Chamber.

4. The Chamber will name the City as an additional insured on all Chamber liability insurance policies. The Chamber will provide the City with a copy of the Chamber's Additional Insured – Owners, Lessee or Contractors' Endorsement for the dates of the festival of August 30, 2024 through September 2, 2024.

E. Notices:

1. The Chamber shall notify all property owners and tenants within the Festival grounds of the dates of the Santa-Cali-Gon Festival.
2. The Chamber shall provide a listing including each vendor and their location on the festival map to the Police Chief, Fire Chief, Community Development Director, Health Department and Director of Municipal Services to assist with regulatory enforcement and public information. The listing should be sent at least two weeks prior to festival set-up.

SECTION II. For its part, the **CITY** agrees to contribute financial support and services as provided below.

- A. City Contribution. The City shall contribute \$12,000 to the Chamber as its sponsorship of the Santa-Cali-Gon Festival. A portion of these funds will be used by the Chamber to defray the cost of securing the parking lot north of City Hall on the Friday of the Festival opening, as provided in Section I, paragraph A 3.
 1. Marketing: The City shall provide \$15,000 from the Tourism Fund which will be used for promotion and marketing of the festival to attract additional attendees and increase the economic impact of the Festival. Additional marketing efforts will include promotional advertising, billboards, digital marketing, and video boards at the main stage area. The City's Public Information Office and Tourism

Department will have the ability to put digital content promoting the City on the video boards.

B. Police Protection. The City's Police Department shall provide the police protection necessary to handle and govern the conduct of those attending the Festival and to maintain public order during the following hours: Thursday 3:00 p.m. to Friday 1:00 a.m., Friday 8:00 a.m. to Saturday 1:00 a.m., Saturday 8:00 a.m. to Sunday 1:00 a.m., Sunday 8:00 a.m. to Monday 1:00 a.m., and Monday 8:00 a.m. to 12:00 midnight. In addition, the Police Department shall provide the enforcement and traffic control, including that required during the set-up and dismantling of the Festival. The Chamber shall provide to the Police Department, at the Chamber building, two (2) golf carts for the purpose of providing Police protection. The golf carts shall be available for the Police Department each day of the Festival. The Police Department shall pick up golf carts at the Chamber building each day at 12:00 p.m. The Police Department shall return the golf carts to the Chamber building each day of the Festival.

The police protection to be provided shall be determined by the Chief of Police or his designee in consultation with the Chamber. If the Chief of Police or his designee in consultation with the Chamber deem it necessary to provide police protection during the 2024 Festival at the times set forth above and at a staffing level greater than the 2023 Festival, the Chamber agrees to hire additional security personnel or off-duty police officers to assist the City in providing a reasonably safe and secure Festival. If the Chamber utilizes additional security personnel or off-duty police officers for security, the Chamber shall coordinate with the Police Department on their use and the coordination with Police Department staff.

C. Barricades/Traffic Control. Subject to availability, the City shall provide barricades and concrete blocks to the Chamber for the purpose of traffic control for the 2024 Festival. The number and location of the barricades and concrete blocks shall be determined by Municipal Services staff. If additional barricades and concrete blocks are needed as determined by Municipal Services staff, the Chamber shall be responsible to provide acceptable barricades and concrete blocks for the Festival. Barricades and concrete blocks provided by the City shall not be used to limit access to parking areas where a fee to park will be charged. The City reserves the right to remove such barricades immediately.

D. Parking for City Staff. The City shall provide ten (10) reserved spaces generally in the southwest corner of the parking lot north of City Hall as shown on the sketch attached hereto as **Exhibit J** for the parking of vehicles of on-duty City staff (Fire, Police and Health Department personnel) and the staging of taxi cabs.

E. Clean Up Carnival Site. The City shall provide the personnel, equipment and materials necessary to sweep the carnival site after the carnival operator has removed all installations and prepared the lot for the street sweeper. Final clean-up shall be complete by 8:00 a.m. the Wednesday following completion of the Festival

F. Fencing – Main Stage. The City shall provide fencing between City Hall and the west parking lot of City Hall for the safety and security of patrons attending events at the Main Stage located in this parking lot. Fencing shall be ordered by Chamber and billed to City Finance Director.

G. Water Supply. The City shall provide a water supply to the Festival grounds subject to the following terms and conditions:

a) The Chamber shall notify the City, in a timely fashion, of the number and location of temporary water supply stations and of the date needed.

b) The Chamber shall be responsible for the reasonable and ordinary costs of the installation of the supply spigots and the cost of water consumption in accordance to the Rate A Commodity Charge schedule.

c) The Chamber shall be responsible for any damage to the City's water supply equipment assigned to them.

H. Carnival Insurance. City shall acquire and share with the Chamber evidence that the carnival connected with the Festival has liability insurance in compliance with Chapter 5 of the City Code for the period of Monday prior to the Festival through Wednesday following the Festival.

SECTION III. The City and the Chamber further agree to the following:

A. Carnival Site. This contract constitutes the use of the municipal parking lot, and additional area, located between Osage and Liberty Avenues and between Kansas and Walnut Streets as shown on the sketch attached hereto as **Exhibit K** as a carnival site, and as a site for such other uses as the Chamber shall deem appropriate from 6:00 p.m., on the Monday prior to the Festival, until 8:00 a.m., on the Wednesday following the Festival. Chamber shall provide that the carnival operator not locate or park any vehicles or equipment on or near this site prior to the specified date and time. Chamber shall have the Carnival operator notify the Community Development Director and Municipal Services Director prior to setting up the Carnival of any site(s) in the City used by the Carnival operator for

locating mobile residential facilities and other storage. The Carnival shall comply with the Carnival requirements of City Code Chapter 5, Article 16.

B. Temporary Vendors. This contract also grants a right to the businesses located within the Festival grounds to lease private property to temporary vendors for operation during the dates authorized by this contract. It will be the responsibility of the City to inspect and license for the period of the Festival these temporary vendors. The Chamber shall not be billed for these inspections or time.

C. Examination of Records. The Chamber shall, upon request of the City or the City's authorized representative, permit inspection of all books, records or other information that the City deems necessary to determine the receipts and expenses and resulting profits or losses associated with Chamber's production of this and the previous five (5) Santa-Cali-Gon Festivals. The City agrees that any financial or other information obtained during this inspection that does not relate to the Santa-Cali-Gon Festival shall be kept confidential by the City.

D. The Chamber shall have access to the Independence Uptown Farmer's Market beginning at 12 pm on Wednesday, August 28, 2024 through 12pm on Tuesday, September 3, 2024 to be used for vendor booths. The Chamber will not be charged for the use of the Market and will complete the necessary paperwork for this reservation. Upon conclusion of the festival, the Chamber shall clear the building of all debris and the floors shall be swept.

SECTION IV. Contract Termination.

The City and Chamber hereby agree that if the City fails to appropriate the funds necessary to provide the services as identified in the Contract during the fiscal year of the Contract, City shall not be required to provide such services and this Contract shall be terminated effective July 1 after the failure to appropriate the funds for that fiscal year.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

CITY OF INDEPENDENCE, MISSOURI

INDEPENDENCE CHAMBER OF
COMMERCE

By: _____
Zachary Walker, City Manager

By: _____
Tom Lesnak, President

ATTEST:

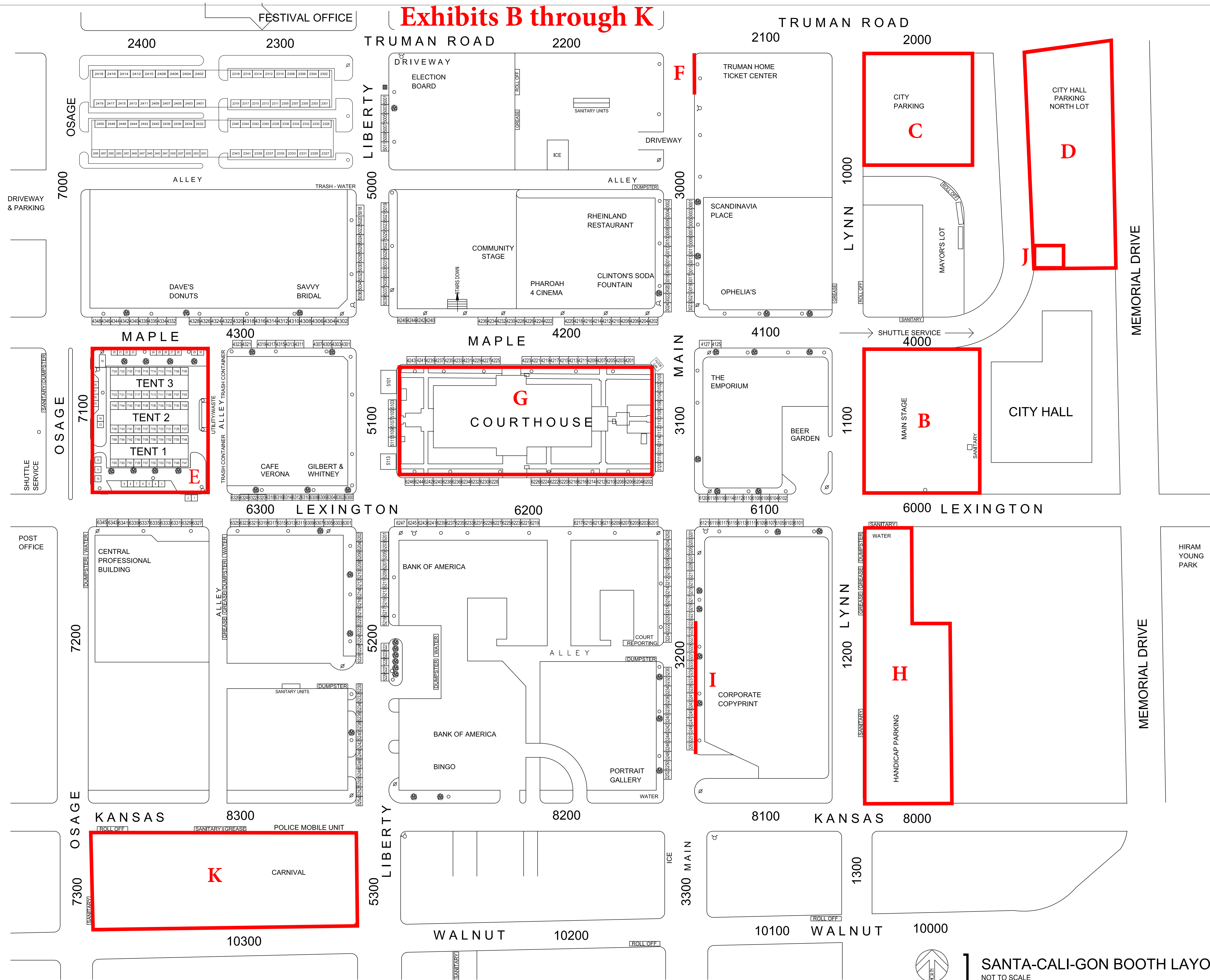
City Clerk

APPROVED AS TO FORM ONLY:

City Counselor

EXHIBIT A Revised





City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested on the application received from Earth First Waste Solutions, LLC for a Certificate of Public Convenience and Necessity as a refuse and trash collector/hauler.

FAILED 0-6

Recommendations:

Due to the existing number of refuse collection units operating within the City, and the environmental concerns with storing these vehicles in proximity of the FEMA floodway, 100-year floodplain, and stream buffer of the Spring Branch Creek tributary, staff does not recommend approval of this application.

Background:

Earth First Waste Solutions, LLC has submitted an application requesting City Council approval to provide refuse and trash collection services within the City. If approved the number of licensed trash/refuse haulers in the City will increase from eight to nine.

Section 19.05.007 of the Code states that City Council shall consider said application and shall issue a license here-under when it finds that the public convenience and necessity require the proposed refuse collection service for which application has been submitted. In determining the public convenience and necessity of a proposed refuse collection service, the Council shall consider:

1. Whether the public is at the time adequately served;
2. The number, kind, and type of equipment;
3. The schedule of rates proposed to be charged;
4. Whether the safe and sanitary use of the streets by the public, both vehicular and pedestrian, will be preserved; and
5. Other facts as the Council shall consider relevant.

In addition the Council may consider:

1. That insurance policies as required by City ordinances have been procured.
2. That the applicant is a fit and proper person to conduct or work in the proposed business.
3. That all the requirements of this Article and all other ordinances and laws have been complied with by the applicant.
4. Whether there is more than one collection vehicle for each 1500 residential customers, other than standby units or commercial and industrial units. This factor is merely an indicator of what has been determined to be adequate minimum service. It is a guide and not absolute limitation.

Earth First Waste Solutions purchased the property located at 16519 E. Truman Rd. in January, 2024. Community Development reached out to the owners of the property due to a complaint

received regarding Earth First Waste Solutions operating in Independence without a business license. The applicants were contacted via a cease operations letter and made aware of the application process and requirements. Per their own letter of explanation submitted with the application, this company is currently operating and working with many businesses located within Independence without a valid business license.

An application has also been submitted for one parcel of land they acquired to be rezoned from R6 – I1. This rezoning is on hold pending the outcome of City Council’s decision of this application. A significant portion of the northern, western, and eastern half of the proposed site includes FEMA regulatory 100-year flood plain and restricted floodway. In addition, this proposed site contains a significant portion of first, second, and third order stream buffer of the Spring Branch Creek tributaries. Development will be required to meet all statutory requirements of Chapter 17 Article 7, Chapter 7 Article 5, and Chapter 14 Article 5 of the municipal code.

As part of the rezoning process, properties that are within 185 feet of the property receive notification. In this case, however, adjacent properties of the potential rezoning are all zoned commercial or industrial. The nearby residential neighborhood falls outside of the 185 feet requirement and will not be notified of this potential rezoning.

The applicant plans to start with four trash/refuse collection trucks in Independence and increase to at least 10 trucks and possibly more over time. The application includes a certificate of insurance and copies of current state motor vehicle inspections forms for the four trucks. The proposed rate for residential service is \$22.50 per month for trash, \$14 per month for recycling, \$14 per month for yard waste plus fuel and environmental fees billed quarterly. The background investigation conducted by the Independence Police Department and Missouri State Highway Patrol revealed the corporate officers meet the requirements of the Code.

The City currently has eight licensed trash/refuse haulers that provide weekly trash collection with 98 trash refuse/collection trucks licensed among these businesses. With approximately 51,251 households in the City, as reported in the 2022 Census, the current ratio of trash/refuse collection trucks to households is 1 to 523. If this application is approved, the number of trash/refuse collection trucks licensed would be 102 (only using the initial four trucks to start with), and the ratio of trucks to households would become 1 to 502.

Based upon the Code’s reference to an indicator of adequate minimum service, the current number of licensed trash/refuse collection trucks exceeds the City’s minimum service standard by over 2.9 times. The guideline seems to indicate that there is not sufficient need for another trash/refuse hauler in the City. The applicant has not clearly conveyed a need for a new trash hauling business and additional trucks in Independence. The applicant otherwise meets the Code requirements.

Emergency Justification:

Fiscal Impact:

Council Action:

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

REVIEWERS

Tom Scannell
Jeremy Cover
Meagan Borth
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Redacted EFW Trash Hauler App
2. Redacted Background Check B.Hegwer
3. Redacted Background Check T.Oneill
4. EFW Letter of Explanation
5. Letter of Recommendation 1
6. Letter of Recommendation 2
7. EFW Insurance
8. EFW Truck List and Inspections
9. Earth_First_Floodplain_and_Stream_Buffer_Aerial_Photo
10. Zoning Map

CITY OF INDEPENDENCE, MISSOURI
Community Development Department – Regulated Industries Division
111 East Maple, Independence, Missouri 64050
Telephone: (816) 325-7079

APPLICATION FOR REFUSE AND TRASH COLLECTORS

Certificate of Public Convenience and Necessity

Date 04/04/24

Business Name Earth First Waste Solutions, LLC

Business Address 16519 E. Truman Rd

Contact Person Brad Hegwer Phone (417) 310-6917

Fax No. () _____ Email Address brad@earthfirstwaste.com

Type of Ownership: () Individual () Partnership () Corporation (✓) LLC

If individual ownership, list name, address (including City, State & Zip Code), birth date and social security number of owner:

<u>Name</u>	<u>Address</u>	<u>Birth Date</u>	<u>SSN #</u>
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<u>Thomas O'Neill</u>	<u>9400 Ensley Ln Leawood, KS 66206</u>		
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If partnership, list names, addresses (including City, State & Zip Code), birth dates, and social security numbers of all partners:

<u>Name</u>	<u>Address</u>	<u>Birth Date</u>	<u>SSN #</u>
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<u>Brad Hegwer</u>	<u>806 Wheatridge Ct Defiance, MO 63341</u>		
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If corporation or LLC, list names, addresses (including City, State & Zip Code), birth dates and social security numbers of all corporate officers or members:

<u>Name</u>	<u>Address</u>	<u>Birth Date</u>	<u>SSN #</u>
-------------	----------------	-------------------	--------------

<u>Thomas O'Neill</u>	<u>9400 Ensley Ln Leawood, KS 66206</u>		
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President/Member

<u>Brad Hegwer</u>	<u>806 Wheatridge Ct. Defiance, MO 63341</u>		
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Vice President/Member

Secretary/Member

Treasurer/Member

If corporate or LLC ownership, name and address of corporation or LLC Earth First Waste Solutions, LLC

16519 E. Truman Rd Independence MO 64050

Date of Incorporation/Organization 01/03/24 State in which incorporated or organized Kansas

This corporation must be registered and in good standing with the Missouri Secretary of State's office in order to process. If the corporation is not in good standing please contact their office at (816) 889-2925 before sending in this application.

Name and address of the disposal site Raptor Recycling and Transfer

11901 S. US 71 Highway, Grandview, MO 64030

Give a brief description of the method and manner of disposal of refuse Trucks dump refuse at transfer station.

Transfer station takes refuse to Johnson County Landfill

General description of collection route or routes and frequency of collections over these routes Weekly residential

pickup for both trash and recycling. Commercial minimum 1x/week as requested by owner up to

Will accounts be residential, commercial, or both? Both

Proposed rate schedule \$110/quarter for both Trash and recycling plus environmental + fuel surcharge

All certificate holders shall file a record of current price schedules with the City Clerk and shall refile with the City Clerk all new schedules thirty (30) days prior to any proposed rate increase and shall notify all customers by mail within a like period.

Total number of vehicles to be licensed: 4

Description of vehicles to be licensed must include the following information:

<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>VIN No.</u>	<u>State License No.</u>
2007	Peterbilt	320	INPZH08X570717295	TBD
2008	Ford	F350	1F0WF36R88EA36416	TBD
2006	International		1HTMMAAL56H321078	TBD
2007	Peterbilt	320	3BPZL00X17F717675	TBD

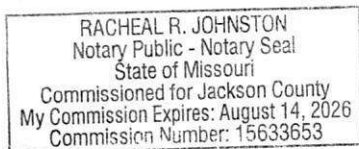
The following items must be attached to this application:

1. A certificate of general liability insurance in the minimum amount of \$500,000. The certificate of insurance must reflect a thirty (30) day cancellation notice.
2. A Certificate of Insurance showing proof of Worker's Compensation Insurance.
3. A Certificate of Good Standing for the corporation, LLC, LC or LP ownerships.
4. A copy of the Missouri State Inspection Certificate, or its equivalent, for the current year for each vehicle.
5. Payment of \$25.00 per vehicle.

Return completed forms and attachments to the Business License window at the second floor of City Hall which is located at 111 E. Maple, Independence, MO. All payments are due with the application.

I, the undersigned, declare to the best of my knowledge and belief, that the statements made herein are true and correct. I fully understand that any license issued pursuant to this application is not transferable or assignable to another person or company without approval of the City of Independence and that any violation of any City ordinance appurtenant to the regulation of or operation of any vehicle for which a license is required may result in the suspension or revocation of any and all such licenses.

I understand that a Business License can only be granted subject to the restrictions upon its use. I hereby agree that I will observe those restrictions as specifically enumerated in Chapter 5 of the City Code of the City of Independence, Missouri. I further agree to submit, prior to any change in location of my business, an application for a license transfer to the City License Officer.



Brian K

Signature of Owner, Partner or Corporate Officer

Subscribed and sworn to before me, a Notary Public, this 4th day of April, 2024

My Commission Expires:

8/14/2026

Rachael R. Johnston
Notary Public



No Match Notification

A statewide search of the identifiers below has revealed no criminal conviction or sex offender information on file. Fingerprints were not provided and thus the result of the search cannot be guaranteed.

Date of Search: 05/20/2024

Name (1): BRAD HEGWER

Name (2):

Name (3):

Date Of Birth:

SSN:

Control Number: 6770194

If you have any questions, please do not hesitate to contact our office at 573-526-6153.

Missouri State Highway Patrol
Criminal Justice Information Services Division
PO BOX 9500
Jefferson City, MO 65102



No Match Notification

A statewide search of the identifiers below has revealed no criminal conviction or sex offender information on file. Fingerprints were not provided and thus the result of the search cannot be guaranteed.

Date of Search: 04/10/2024

Name (1): THOMAS ONEILL

Name (2):

Name (3):

Date Of Birth:

SSN:

Control Number: 6731115

If you have any questions, please do not hesitate to contact our office at 573-526-6153.

Missouri State Highway Patrol
Criminal Justice Information Services Division
PO BOX 9500
Jefferson City, MO 65102



To whom it may concern.

Earth First Waste Solutions, LLC is looking to provide exceptional services within the city of Independence. Our mission is to redefine waste management by prioritizing cleanliness, excellent customer service, and a steadfast commitment to environmental stewardship. We take pride in being different than our competitors, and don't mind being an underdog to the larger waste management companies, because we know our motivations derive from putting our customers first and doing what we can to help better the community. We believe that by treating customers well, being dedicated to doing our part in keeping the city clean, the desire to be a preferred vendor in the community and our ability to provide jobs to the right individuals who have our same mission in mind will greatly benefit the city of Independence.

Earth First Waste Solutions, LLC owners Thomas O'Neill (CEO) and Brad Hegwer (COO) have roughly 47 years combined in owning, operating, and managing businesses. Thomas has owned and operated Rare Disease Specialty Pharmacies in and around the Kansas City area over the last 22 years. He is currently the owner of Heritage Biologics, LLC and of Summit SD, LLC, both located in Lee's Summit, MO. Brad has been the General Manager of several regional and national Waste Hauling companies as well as a few startups over the last 25 years. After selling one of the companies, he held management positions with some of the largest companies in the industry. Brad's passion and knowledge of the waste hauling industry places him in the ideal position to bring



a company with a solid reputation for quality, reliability, and a focus of customers and the community first to Independence and the KC metropolitan area.

We are fusing technology with good old-fashioned customer service in a local privately owned company. Our use of technology allows us to provide a superior level of customer service. There will be a camera that is mounted facing the container that will provide video of us servicing customers to assure our clients and our staff that we are getting the job done right and leaving the area as good or better than we found it. The technology in use will allow us to educate the customers and train our staff with actual footage of situations that may be preventing us from servicing a specific customer. Our use of technology will allow us to cut down on unsightly messes and provide recycling opportunities to customers that they may not be aware of. The software that we use will allow us to reduce our impact on the roads and the environment while allowing us to better serve the customers.

As a locally owned company we project to employee 20 - 30 people at our location in Independence the next year these are full time well-paying jobs with benefits. We will have a well-staffed local call center where a live person will answer customer questions, the customer will not be talking to someone in another city or on a computer. Our staff will be able to get messages to drivers and supervisors in real time to combat any issue that may come up.

We are already doing business with many companies in Independence and that will increase over time. We have invested a considerable amount of time and money in rejuvenating our



property at 16519 East Truman Rd. and are continuing this process. We have plans over the next several years to build our corporate headquarters at our current site, as we branch out into other cities throughout the Midwest. Letting us provide service to the city of Independence will benefit the residents, the environment, provide jobs, and allow for additional tax revenue to the city.

We appreciate the opportunity and look forward to serving the community



CITY OF FAIRVIEW HEIGHTS

10025 Bunkum Road ♦ Fairview Heights, Illinois 62208 ♦ Phone: (618) 489-2000 ♦ www.cofh.org

April 24, 2024

To Whom It May Concern:

The City of Fairview Heights enjoyed a four-year relationship with Mr. Brad Hegwer the General Manager for Aspen Waste in the St. Louis Metro area. A few key attributes stand out when I think of Mr. Hegwer which are in no particular order attention to detail, customer consideration and responsiveness. Those attributes created a successful relationship between the City of Fairview Height and Aspen Waste by ensuring the best waste hauling services our residents could experience.

The City of Fairview Heights recommends entering into a professional relationship with Mr. Hegwer because your experience most certainly mirrors ours.

Should you need additional information regarding the working relationship between the City and Mr. Brad Hegwer, please contact the Public Works Department at 618/489-2020.

Sincerely,

John S. Harty
Director of Public Works

JSH/jmh

**STOOKEY
TOWNSHIP
MARK P BAGBY**

SUPERVISOR

313 EILER ROAD, ST. CLAIR COUNTY
BELLEVILLE, ILLINOIS 62223



TOWN OFFICE
(618) 538-7700

HIGHWAY COMMISSIONER
BRIAN REED

TOWN CLERK
FRAZIER GARNER

TOWN BOARD OF TRUSTEES

JIM LOUGEAY
ALLEN SCHARF
RYAN L. STOOKEY
DAN WEAVER

ASSESSOR
STAN SIERON III

SEWER DEPARTMENT
(618) 538-5531

HIGHWAY DEPARTMENT
(618) 538-5016

04/11/24

To Whom It May Concern,

I am writing you today on behalf of Mr. Brad Hegwer, formerly with Aspen Waste Systems. I have known and worked with Mr. Hegwer for about 12 months. Our Township of ~10,000 residents conducted a RFP for residential trash service that was ultimately awarded to Aspen Waste. Mr. Hegwer was Aspen's point person throughout the bidding process, the switch over to Aspen and then the overall manager of our large account/service area (27 square miles).

Mr. Hegwer was great to work with throughout the past 12 months. When we put out the RFP he was the only company that took the time to personally drive the Township to understand our roads and neighborhoods and put together a plan to address trash access on smaller roads and private subdivisions. After Aspen was awarded the contract, he was always very prompt to respond to e-mails and/or phone calls within 24 hours or less. He even responded to my call once while he was on vacation to make sure that a problem was taken care of. He also made sure that his customer support staff had information and frequently asked questions information that was specific to our Township trash program so that when residents called in that they had the correct information. They even created a website specific to our program, how to sign up for service and information about pickup of various waste streams.

Mr. Hegwer is definitely hardworking and cares about his customers. We were very sad to hear that he was leaving Aspen given his compassionate customer service to us, but are excited for his new opportunities.

If you have any questions, you may contact me at supervisor@stookeytpw.org or 618-538-7700.

Sincerely,

Mark P Bagby

Stookey Township Supervisor

RSG Specialty, LLC (RT Specialty Division)

RT Specialty - Kansas City, MO
(816) 601-3788
COMMERCIAL BINDER

Policy Number: **VBA972207 00** From: **Burgandy Trogdon**
Date of Binder: **3/22/2024** Underwriter Email: **Burgandy.Trogdon@rtspecialty.com**
Insured Name: **Earth First Waste Solutions, LLC**
Policy Term: **3/22/2024 to 3/22/2025**
❖ Home State: **MO**
Binder is valid through 3/22/2025.

Carrier: Covington Specialty Insurance Company A.M. Best Rated: A++ XIV and S&P Rated: AA+

Please read all terms and conditions shown above carefully as they may not conform to specifications shown on your submission. Coverage bound herewith shall be subject to all terms and conditions of the policy to be issued which, when delivered, replaces this binder.

Commercial Binder	
<u>Coverage</u>	<u>Premium</u>
Commercial General Liability	\$9,611.00
Commercial Property	\$22,456.00
Terrorism Premium	Excluded
Annual Minimum and Deposit	\$32,067.00
Other Charges (SL Taxes and Fees)	\$1,997.10
Total Estimated Policy Premium	\$34,064.10

SL Taxes and Fees Description

Policy Fee: \$250
Inspection Fee: \$125
Surplus Lines Taxes: \$1,622.10

Minimum Earned Premium

A minimum earned premium of 25% of the premium, will be retained if the policy is canceled at the insured's request. All fees are fully earned and non-refundable. Flat cancellations will not be honored.

Commercial General Liability	
<u>Limits of Insurance</u>	
General Aggregate Limit (other than Products Comp/Ops)	\$2,000,000
Products/Completed Operations Aggregate Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Damage to Premises Rented to You Limit	\$100,000

Medical Expense Limit

\$5,000

Deductible

-- NO DEDUCTIBLE --Location Schedule**Premises No.****Address**

#1

16519 East Truman Road, Independence, MO, 64050

Prm.	Class Code	Description	Basis	Amount	Rate Products	Rate All Other	Premium Products	Premium All Other
#1	95233	Garbage, Ash or Refuse Collecting	Payroll	\$708,280	Included	\$13.570	Included	\$9,611

Commercial Property

Premises #1: 16519 East Truman Road, Independence, MO, 64050
County: Jackson

Coverages:

Equipment Breakdown:

Excluded**Building #1:**Construction: **Frame/Stucco/Brick Veneer**Year Built: **1970**Protection Class: **2**Occupancy: **All Other (Heavy Hazard)**Sprinklers: **None**Std. Deductible: **\$5,000**Wind Hail: **1% / \$5000 Min Per Building****Additional Endorsements, Exclusions or Warranties - Building Level**

* Roof Limitation - ACV:

Included

Roof Exclusion -

Cosmetic Damage:

Included

Warranty - Flammable or Explosive Material Storage:

Included

* Roof Limitation ACV only applies to roofs that are more than 15 years old.

Coverage	Limits of Insurance	Cause of Loss	Valuation	Coinsurance	Rate	Premium
Building	\$1,780,000	Special Excluding Theft	Replacement Cost Value	80%	1.229	\$21,876
Num. of Stories: 1	Square Feet: 20000					
Improvements/Updates: Yes	Roofing Year: 2015	Wiring Year: 2015	Plumbing Year: 2015	Heating Year: 2015		
Business Personal Property	\$50,000	Special Excluding Theft	Replacement Cost Value	80%	1.159	\$580
			Stock: RCV does not apply			

Applicable Policy Forms Schedule

Form Number

Title

Interline

- GBA 901001 Insurance Policy Jacket
- GBA 900001 Common Policy Declarations
- GBA 900002 Schedule of Endorsements
- GBA 909015 Missouri Important Information to Policyholders
- RSG 99018 Notice - Rejection of Terrorism Coverage
- GBA 904010 Minimum Earned Premium Retained
- GBA 904023 Amendment - Common Policy Conditions (Return Premium)
- GBA 904025 Amendment - Nonpayment Cancellation Condition
- GBA 906005 Exclusion Of Terrorism
- GBA 906011 Exclusion of Other Nuclear, Biological, Chemical or Radiological Acts of Terrorism
- GBA 906014 Exclusion - Unmanned Aircraft
- GBA 906015 Exclusion - Marijuana and Cannabis
- GBA 909001 Service of Suit
- IL 0017 Common Policy Conditions
- IL 0021 Nuclear Exclusion

Property

- GBA 400001 Commercial Property Coverage Part Declarations
- CP 0010 Building and Personal Property Coverage Form
- CP 0090 Commercial Property Conditions
- CP 1030 Causes of Loss - Special Form
- CP 1033 Theft Exclusion
- GBA 404002 Actual Cash Value Defined
- GBA 404011 Windstorm or Hail Deductible
- GBA 404012 Total or Constructive Loss Clause
- GBA 404030 Construction Type Definitions
- GBA 404031 Conditional Extension - Building
- GBA 404032 Conditional Extension - Business Personal Property
- GBA 404033 Conditional Extension - Tenant's Glass and Other Building Property
- GBA 404042 Appraisal Clause Amendment
- GBA 404045 Warranty Endorsement - Flammable or Explosive Material Storage

Applicable Policy Forms Schedule

Form Number

Title

- GBA 404051 Windstorm or Hail Loss Conditions
- GBA 406011 Limitations on Coverage for Roof Surfacing - ACV
- GBA 406014 Exclusion of Pathogenic or Poisonous Biological or Chemical Material
- GBA 406015 Exclusion - Cosmetic Damage - Limitations on Coverage for Roof Surfacing
- GBA 406027 Cyber, Electronic Data and Systems Exclusion

General Liability

- GBA 100001 Commercial General Liability Coverage Part Declarations
- CG 0001 Commercial General Liability Coverage Form
- CG 2234 Exclusion - Construction Management Errors and Omissions
- CG 2426 Amendment of Insured Contract Definition
- GBA 104014 Basis of Premium
- GBA 104044 Who Is An Insured
- GBA 106015 Classification Limitation
- GBA 106060 Contracting - Exclusions and Limitations Amendatory
- GBA 106068 Absolute Aircraft Auto and Watercraft Exclusion
- GBA 106082 Aircraft Products - Completed Operations Exclusion
- GBA 106092 Products - Completed Operations Included in General Aggregate
- GBA 106097 Exclusion - Designated Operations - Snow and Ice Removal
- GBA 106104 Exclusion - Multiple Residential Unit Construction Projects Exceeding Twenty Units
- GBA 106105 Exclusion - Wrap-Up
- GBA 106136 Exclusion - Marijuana and Cannabis
- GBA 106137 Burn Exclusion
- GBA 106151 Absolute Opioid and Controlled Substance Exclusion
- GBA 106162 Exclusion - Unmanned Aircraft
- GBA 106164 Absolute Exclusion - Communicable Disease
- GBA 106167 Exclusion - Cyber Liability, Data Compromise or Breach, and Statutes Related to Data Security
- GBA 106178 Absolute Exclusion - Fluorinated Compounds

Supplemental Applications

- **Recycling Centers & Garbage Collecting Supplemental Application**
- **Salvage Yard Supplemental Application**

❖ The term “Home State” means, with respect to an insured –

- (i) The state in which an insured maintains its principal place of business or, in the case of an individual, the individual’s principal residence; or
- (ii) If 100 percent of the insured risk is located out of the State referred to in subparagraph (A), the state to which the greatest percentage of the insured’s taxable premium for that insurance contract is allocated.

Make	Body Style	Color	Veh. Year	License #	Vin #	Vehicle #	Gross
Peterbilt	Front Loader	Rear Load	2007	96K-K7C	1NPZH08X57D717295	5001	54000
Ford	Side Load	Grey/Black	2008	8FJ-N54	1FDWVF36R88EA36416	7001	12,000
Peterbuilt	Roll Off	Grey/Orange	2006	00K-K30	2NPLLD0x86M658338	6001	54000
International	Container delivery	Grey	2006	35k-30A	1HTMMAAL56H321078	2001	26000

VEHICLE HISTORY RECORD	
REPORT NUMBER	FLEET UNIT NUMBER
66446201	6001
DATE 4-24-24	

MOTOR CARRIER OPERATOR Earth First Waste Solutions	INSPECTOR'S NAME (PRINT OR TYPE) Sam Herwer
ADDRESS 16519 E Truman RD	THIS INSPECTOR MEETS THE QUALIFICATION REQUIREMENTS IN SECTION 396.19. ☒ YES
CITY, STATE, ZIP CODE Independence, MO, 64050	VEHICLE IDENTIFICATION (☒ AND COMPLETE) ☐ LIC. PLATE NO. ☒ VIN ☐ OTHER 2NPLCDD0X86M658338
VEHICLE TYPE ☐ TRACTOR ☐ TRAILER ☒ TRUCK ☐ BUS ☐ (OTHER)	INSPECTION AGENCY/LOCATION (OPTIONAL)

VEHICLE COMPONENTS INSPECTED											
OK	NEEDS REPAIR	REPAIRED DATE	ITEM	OK	NEEDS REPAIR	REPAIRED DATE	ITEM	OK	NEEDS REPAIR	REPAIRED DATE	ITEM
☒			1. BRAKE SYSTEM	☒			6. SAFE LOADING	☒			12. WINDSHIELD GLAZING
☒			a. Service Brakes	☒			a. Vehicle parts, load, dunnage, spare tire, etc., secured.	☒			No cracks, discoloration, obstacles, etc. (see 393.60 for exceptions).
☒			b. Parking Brake System	☒			b. Front End Structure	☒			13. WINDSHIELD WIPERS
☒			c. Brake Drums or Rotors	☒			c. Intermodal Container Securement Devices	☒			No missing, damaged, or inoperable wipers.
☒			d. Brake Hose	☒			7. STEERING MECHANISM	☒			14. MOTORCOACH SEATS
☒			e. Brake Tubing	☒			a. Steering Wheel Free Play	☒			Seats securely fastened to the vehicle structure.
☒			f. Low Pressure Warning Device	☒			b. Steering Column	☒			15. REAR IMPACT GUARD
☒			g. Tractor Protection Valve	☒			c. Front Axle Beam/All Other Steering Components	☒			In place, securely attached, proper size, proper placement (see 393.86).
☒			h. Air Compressor	☒			d. Steering Gear Box	☒			16. OTHER
☒			i. Electric Brakes	☒			e. Pitman Arm	☒			List any other condition(s) which may prevent safe operation of this vehicle.
☒			j. Hydraulic Brakes	☒			f. Power Steering	☒			
☒			k. Vacuum Systems	☒			g. Ball and Socket Joints	☒			
☒			l. Antilock Brake System	☒			h. Tie Rods and Drag Links	☒			
☒			m. Automatic Brake Adjusters	☒			i. Nuts	☒			
☒			2. COUPLING DEVICES	☒			j. Steering System	☒			
☒			a. Fifth Wheels	☒			8. SUSPENSION	☒			
☒			b. Pintle Hooks	☒			a. Axle Positioning Parts	☒			
☒			c. Drawbar/Towbar Eye	☒			b. Spring Assembly	☒			
☒			d. Drawbar/Towbar Tongue	☒			c. Torque, Radius or Tracking Components	☒			
☒			e. Safety Devices	☒			9. FRAME	☒			
☒			f. Saddle-Mounts	☒			a. Frame Members	☒			
☒			3. EXHAUST SYSTEM	☒			b. Tire and Wheel Clearance	☒			
☒			a. No leaks forward of/ directly below the driver/ sleeper compartment.	☒			c. Adjustable Axle Assemblies (Sliding Subframes)	☒			
☒			b. Bus: No leaking/ discharging in violation of standard.	☒			10. TIRES	☒			
☒			c. Unlikely to burn, char, or damage the electrical wiring, fuel supply, or any combustible part of vehicle.	☒			a. Steer-Axle Tires	☒			
☒			4. FUEL SYSTEM	☒			b. All Other Tires	☒			
☒			a. No visible leak.	☒			c. Speed-Restricted Tires	☒			
☒			b. Fuel Tank Filler Cap	☒			11. WHEELS AND RIMS	☒			
☒			c. Fuel tank securely attached.	☒			a. Lock or Side Ring	☒			
☒			5. LIGHTING DEVICES	☒			b. Wheels and Rims	☒			
☒			All required lights/reflectors operable.	☒			c. Fasteners	☒			
☒				☒			d. Welds	☒			

INSTRUCTIONS: MARK COLUMN ENTRIES TO VERIFY INSPECTION: ☒ OK, ☒ NEEDS REPAIR, ☒ IF ITEMS DO NOT APPLY, _____ REPAIRED DATE

CERTIFICATION: THIS VEHICLE HAS PASSED ALL THE INSPECTION ITEMS FOR THE ANNUAL VEHICLE INSPECTION IN ACCORDANCE WITH 49 CFR PART 396.

VEHICLE HISTORY RECORD	
REPORT NUMBER	FLEET UNIT NUMBER
66446193	5001
DATE 4-1-29	

MOTOR CARRIER OPERATOR Earth First Waste Solutions	INSPECTOR'S NAME (PRINT OR TYPE) Samuel Heguer
ADDRESS 16514 E Truman RD	THIS INSPECTOR MEETS THE QUALIFICATION REQUIREMENTS IN SECTION 396.19. ☒ YES
CITY, STATE, ZIP CODE Independence MO, 64050	VEHICLE IDENTIFICATION (✓ AND COMPLETE) ☐ LIC. PLATE NO. ☒ VIN ☐ OTHER 1NP 2H08X 5 7D717295
VEHICLE TYPE ☐ TRACTOR ☐ TRAILER ☒ TRUCK ☐ BUS ☐ (OTHER)	INSPECTION AGENCY/LOCATION (OPTIONAL)

VEHICLE COMPONENTS INSPECTED											
OK	NEEDS REPAIR	REPAIRED DATE	ITEM	OK	NEEDS REPAIR	REPAIRED DATE	ITEM	OK	NEEDS REPAIR	REPAIRED DATE	ITEM
			1. BRAKE SYSTEM				6. SAFE LOADING				12. WINDSHIELD GLAZING
			a. Service Brakes				a. Vehicle parts, load, dunnage, spare tire, etc., secured.				No cracks, discoloration, obstacles, etc. (see 393.60 for exceptions).
			b. Parking Brake System				b. Front End Structure				13. WINDSHIELD WIPERS
			c. Brake Drums or Rotors				c. Intermodal Container Securement Devices				No missing, damaged, or inoperable wipers.
			d. Brake Hose								14. MOTORCOACH SEATS
			e. Brake Tubing				7. STEERING MECHANISM				Seats securely fastened to the vehicle structure.
			f. Low Pressure Warning Device				a. Steering Wheel Free Play				15. REAR IMPACT GUARD
			g. Tractor Protection Valve				b. Steering Column				In place, securely attached, proper size, proper placement (see 393.86).
			h. Air Compressor				c. Front Axle Beam/All Other Steering Components				16. OTHER
			i. Electric Brakes				d. Steering Gear Box				List any other condition(s) which may prevent safe operation of this vehicle.
			j. Hydraulic Brakes				e. Pitman Arm				
			k. Vacuum Systems				f. Power Steering				
			l. Antilock Brake System				g. Ball and Socket Joints				
			m. Automatic Brake Adjusters				h. Tie Rods and Drag Links				
			2. COUPLING DEVICES				i. Nuts				
			a. Fifth Wheels				j. Steering System				
			b. Pintle Hooks				8. SUSPENSION				
			c. Drawbar/Towbar Eye				a. Axle Positioning Parts				
			d. Drawbar/Towbar Tongue				b. Spring Assembly				
			e. Safety Devices				c. Torque, Radius or Tracking Components				
			f. Saddle-Mounts				9. FRAME				
			3. EXHAUST SYSTEM				a. Frame Members				
			a. No leaks forward of/ directly below the driver/ sleeper compartment.				b. Tire and Wheel Clearance				
			b. Bus: No leaking/ discharging in violation of standard.				c. Adjustable Axle Assemblies (Sliding Subframes)				
			c. Unlikely to burn, char, or damage the electrical wiring, fuel supply, or any combustible part of vehicle.				10. TIRES				
			4. FUEL SYSTEM				a. Steer-Axle Tires				
			a. No visible leak.				b. All Other Tires				
			b. Fuel Tank Filler Cap				c. Speed-Restricted Tires				
			c. Fuel tank securely attached.				11. WHEELS AND RIMS				
			5. LIGHTING DEVICES				a. Lock or Side Ring				
			All required lights/reflectors operable.				b. Wheels and Rims				
							c. Fasteners				
							d. Welds				

INSTRUCTIONS: MARK COLUMN ENTRIES TO VERIFY INSPECTION: ☒ OK, ☒ NEEDS REPAIR, ☒ NA IF ITEMS DO NOT APPLY, ☐ REPAIRED DATE

CERTIFICATION: THIS VEHICLE HAS PASSED ALL THE INSPECTION ITEMS FOR THE ANNUAL VEHICLE INSPECTION ACCORDANCE WITH 49 CFR PART 396.

VEHICLE HISTORY RECORD	
REPORT NUMBER	FLEET UNIT NUMBER
66446192	2001
DATE 3-26-24	

MOTOR CARRIER OPERATOR Earth First Waste Solutions		INSPECTOR'S NAME (PRINT OR TYPE) Sam Heywer	
ADDRESS 16519 E Truman RD		THIS INSPECTOR MEETS THE QUALIFICATION REQUIREMENTS IN SECTION 396.19. ☒ YES	
CITY, STATE, ZIP CODE Independence, MO, 64050		VEHICLE IDENTIFICATION (✓ AND COMPLETE) ☐ LIC. PLATE NO. ☒ VIN ☐ OTHER 1HTMMAAL56H321058	
VEHICLE TYPE ☐ TRACTOR ☐ TRAILER ☒ TRUCK ☐ BUS ☐ (OTHER)		INSPECTION AGENCY/LOCATION (OPTIONAL)	

VEHICLE COMPONENTS INSPECTED											
OK	NEEDS REPAIR	REPAIRED DATE	ITEM	OK	NEEDS REPAIR	REPAIRED DATE	ITEM	OK	NEEDS REPAIR	REPAIRED DATE	ITEM
/			1. BRAKE SYSTEM	/			6. SAFE LOADING	/			12. WINDSHIELD GLAZING
/			a. Service Brakes	/			a. Vehicle parts, load, dunnage, spare tire, etc., secured.	/			No cracks, discoloration, obstacles, etc. (see 393.60 for exceptions).
/			b. Parking Brake System	/			b. Front End Structure	/			13. WINDSHIELD WIPERS
/			c. Brake Drums or Rotors	/			c. Intermodal Container Securement Devices	/			No missing, damaged, or inoperable wipers.
/			d. Brake Hose	/			7. STEERING MECHANISM	/			14. MOTORCOACH SEATS
/			e. Brake Tubing	/			a. Steering Wheel Free Play	/			Seats securely fastened to the vehicle structure.
/			f. Low Pressure Warning Device	/			b. Steering Column	/			15. REAR IMPACT GUARD
/			g. Tractor Protection Valve	/			c. Front Axle Beam/All Other Steering Components	/			In place, securely attached, proper size, proper placement (see 393.86).
/			h. Air Compressor	/			d. Steering Gear Box	/			16. OTHER
/			i. Electric Brakes	/			e. Pitman Arm	/			List any other condition(s) which may prevent safe operation of this vehicle.
/			j. Hydraulic Brakes	/			f. Power Steering	/			
/			k. Vacuum Systems	/			g. Ball and Socket Joints	/			
/			l. Antilock Brake System	/			h. Tie Rods and Drag Links	/			
/			m. Automatic Brake Adjusters	/			i. Nuts	/			
/			2. COUPLING DEVICES	/			j. Steering System	/			
/			a. Fifth Wheels	/			8. SUSPENSION	/			
/			b. Pintle Hooks	/			a. Axle Positioning Parts	/			
/			c. Drawbar/Towbar Eye	/			b. Spring Assembly	/			
/			d. Drawbar/Towbar Tongue	/			c. Torque, Radius or Tracking Components	/			
/			e. Safety Devices	/			9. FRAME	/			
/			f. Saddle-Mounts	/			a. Frame Members	/			
/			3. EXHAUST SYSTEM	/			b. Tire and Wheel Clearance	/			
/			a. No leaks forward of/ directly below the driver/sleeper compartment.	/			c. Adjustable Axle Assemblies (Sliding Subframes)	/			
/			b. Bus: No leaking/ discharging in violation of standard.	/			10. TIRES	/			
/			c. Unlikely to burn, char, or damage the electrical wiring, fuel supply, or any combustible part of vehicle.	/			a. Steer-Axle Tires	/			
/			4. FUEL SYSTEM	/			b. All Other Tires	/			
/			a. No visible leak.	/			c. Speed-Restricted Tires	/			
/			b. Fuel Tank Filler Cap	/			11. WHEELS AND RIMS	/			
/			c. Fuel tank securely attached.	/			a. Lock or Side Ring	/			
/			5. LIGHTING DEVICES	/			b. Wheels and Rims	/			
/			All required lights/reflectors operable.	/			c. Fasteners	/			
/				/			d. Welds	/			

INSTRUCTIONS: MARK COLUMN ENTRIES TO VERIFY INSPECTION: ☒ OK, ☒ NEEDS REPAIR, ☐ NA IF ITEMS DO NOT APPLY, ☐ REPAIRED DATE

CERTIFICATION: THIS VEHICLE HAS PASSED ALL THE INSPECTION ITEMS FOR THE ANNUAL VEHICLE INSPECTION IN ACCORDANCE WITH 49 CFR PART 396.



Telle Tire & Auto Centers - Independence

200 E 23rd St. S
Independence, MO 64055
Phone: 816-252-2222
Website: telletire.com

Invoice

Bill To EARTH FIRST WASTE SOLUTIONS
HEGWER, BRAD
16519 TRUMAN RD
INDEPENDENCE, MO 64050
USA

Plate MO NONE
Description 2008 Ford F-350 Super Duty XL V8 6.4L 391CID
VIN R
VIN 1FDWF36R88EA36416
Odometer 122,523

Mobile (888) 433-9765
Email

Invoice # 209728
Work Order # 113019
Service Advisor Robert Thompson
Technician John W

Invoice Date 4/11/2024 8:51 AM

Service

Missouri State Inspection (Safety)
Labor

	\$12.00
Sub	\$12.00

Mount, Install & Balance 1 Tire

Install tire and new valve stem where applicable, clean and seal tire to wheel seat, set tire pressure to proper inflation. Computer spin balance tire and wheel. Mount and torque wheel lug nuts to manufacturers torque specifications. Perform final road test as required.

2182293 - LT245/75R17 E Kumho Crugen HT 51 BW

1 Unit \$223.67 / Unit \$223.67 TT1U4

Labor

\$22.95

Sub \$246.62

Please Note

Tire Rotation recommended at 7,500 mile intervals. Alignment recommended annually.

DOT Numbers for Tires

DOT Numbers are as followings:

Tire 1 DOT #K2H0Y0V92022

Tire 2 DOT #

Tire 3 DOT #

Tire 4 DOT #

Total Parts		\$223.67
Total Labor		\$34.95
Total Before Taxes & Miscellaneous Charges		\$258.62
(T1) Tire Disposal Fee	\$2.50 Each	\$2.50
(T) State Tire Tax	\$0.50 Each	\$0.50
(U4) State Sales Tax - Independence	9.1 %	\$20.35
Grand Total		\$281.97

Thank you for your business!

I acknowledge receipt of the vehicle and the indebtedness indicated herein.

HEGWER/BRAD paid \$281.97 by Amex

4/11/2024 8:51 AM Card #: XXXXXXXXXXXX1030 Entry Method: Chip Type: Sale Amount: 281.97

Terminal: 20907 Transaction: 66ec68dd-3a69-45e8-8397-681c1e0e71b7 Authorization: 846687 Result: Approved

AID: A000000025010801 TC: 5B7E8F7F32910C3D TVR: 0000008000 TSI: E800 ATC: 0017 ARC: Z3

Buyer agrees to pay total amount above according to cardholder's agreement with issuer.

Customer Signature: _____

Authorization(s)

4/10/2024 1:46 PM \$281.97

In Person / Other
Missouri State Inspection (Safety)

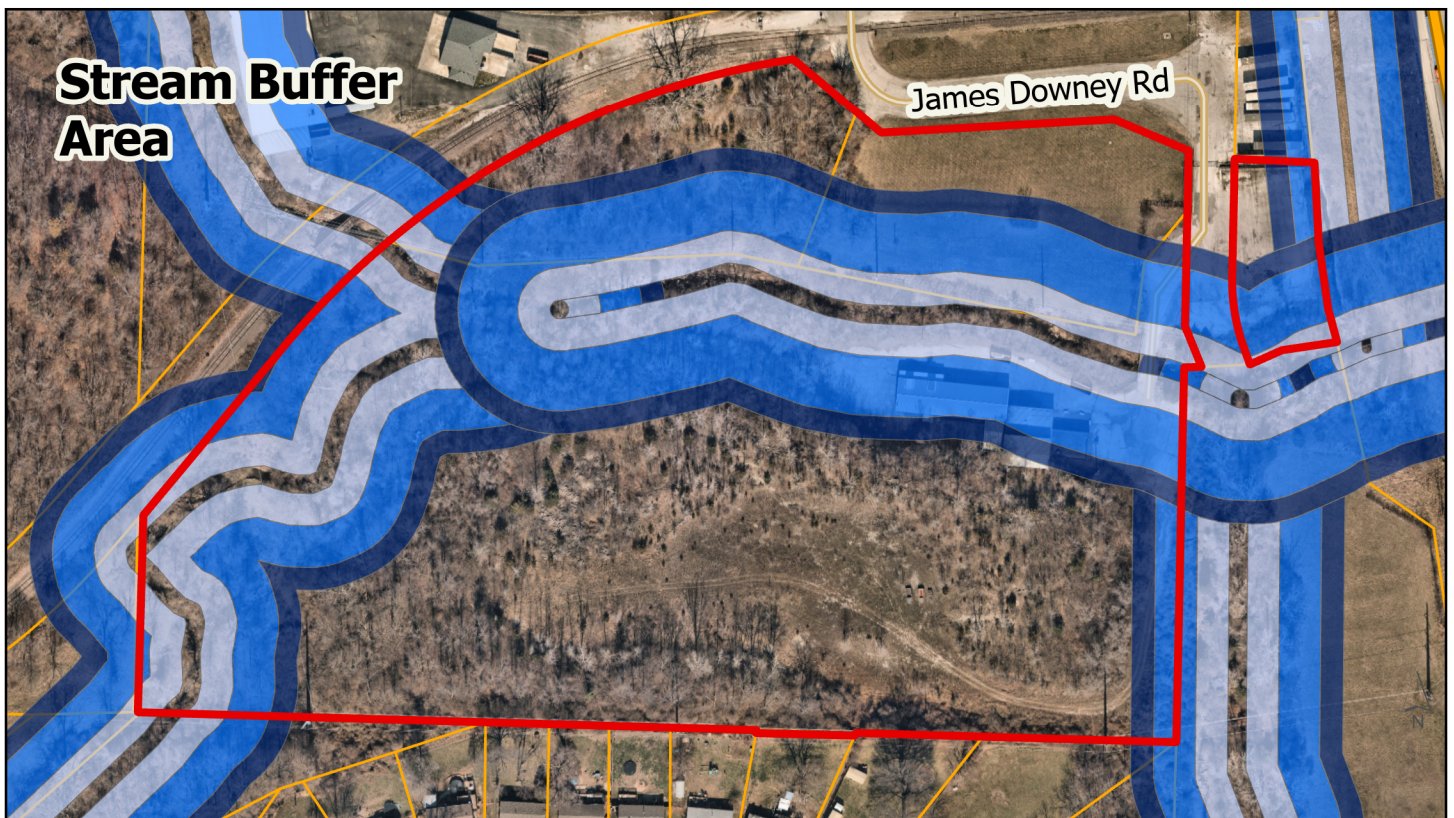
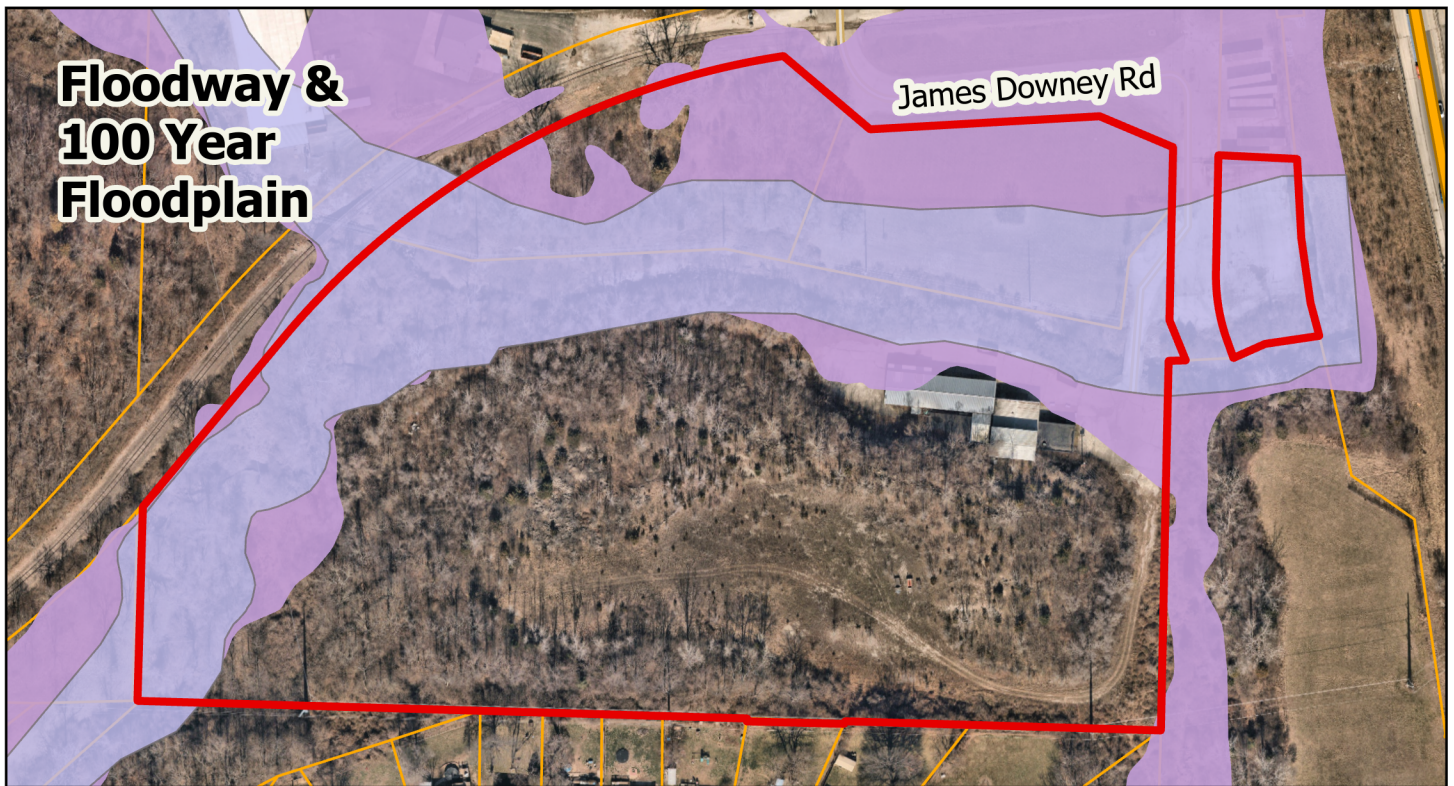
4/11/2024 8:51 AM

Invoice #209728

Page 1 of 2

Floodplain and Stream Buffer

Southwest of M-291 and Truman Road

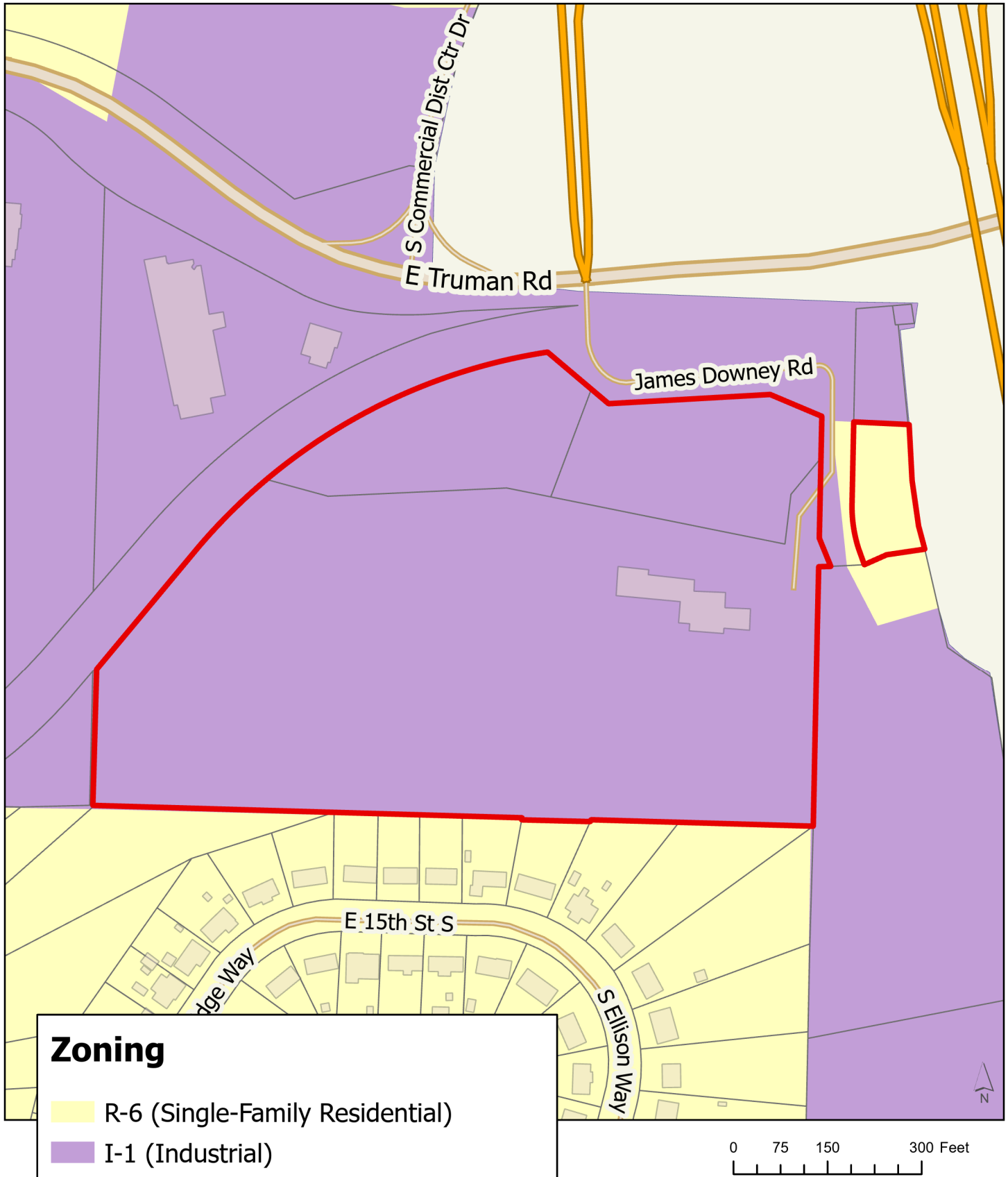


0 75 150 300 Feet

Prepared by Joshua Garrett, Community Development
Date: 6/12/2024

Existing Zoning

Southwest of M-291 and Truman Road



City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Approval of 2024-25 utility property insurance renewal, with an estimated annual premium of \$787,903 for utility property which reflects an overall 4% premium increase. The premium includes the carrier's mutual participation share in the form of a Conventional Property credit in the amount of \$20,290. **APPROVED**

Recommendations:

Staff recommends approval of this item.

Background:

The 2023-2024 utility property insurance proposals are the result of an extensive effort by Lockton, Charlesworth, and staff to maintain suitable coverage at a reasonable price and maintain a July 1 fiscal insurance renewal with the balance of the City's key insurance programs. Lockton works heavily with numerous insurers to secure the most favorable coverage conditions at a competitive cost – this year being an even more diligent effort with fewer insurers interested in utility properties. The policy coverage remains competitive, with loss valuations on a few sub-stations modified due to age of units.

Lockton approached the renewal carriers earlier than normal this year to secure a strong renewal, void of having to market the program in consecutive years, which weakens the City's ability to secure stable insurance programs. The property insurance market continues to pose challenges, with coverage limitations, increased deductibles and higher premiums.

For the utility property, the City has historically had a quota share program where several carriers provide coverage, and each take a portion of the risk. Each carrier has slightly different terms, limits, and deductibles. This year, the quotas, carriers and terms are changing slightly, with Swiss Re dropping from 15% to 12.5%. Lockton covered the difference, increasing their share to 18.75% from the expiring 16.25%. The Blue Valley Power Plant continues to be covered at actual cash value, not replacement cost, because the City will not rebuild the plant in the event of a total loss.

Emergency Justification:**Fiscal Impact:**

The premium is included in the 2024-2025 Risk Management Fund, Adopted Budget page 73, account #4293-5207.

Council Action:

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

REVIEWERS

Meagan Borth
Jeremy Cover
Meagan Borth
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Landscape - Utility Property Program Quote Comparison 2024 (002)
2. Utility Property Program Quote Comparison 2024

**City of Independence, MO: Utility Property -
Proposed Program**

	Option A		Option B
	2023-24 Expiring Program	2024-25 Proposed Program	2024-25 Proposed Program
	AEGIS - 68.75% London - 16.25% Swiss Re - 15%	AEGIS - 68.75% London - 18.75% Swiss Re - 12.5%	AEGIS - 68.75% London - 16.25% Swiss Re - 15%
Total Insured Values	\$332,188,306	\$344,066,636 4%	\$344,066,636 4%
Total Limit of Liability (per occurrence)	\$300,000,000	\$300,000,000	\$300,000,000
Estimated Annual Premium	\$757,248	\$808,193	\$808,193
Terrorism (TRIA and non-certified) Premium	Included	Included	Included
Total Annual Premium	\$757,248	\$808,193 7%	\$808,193 7%
Program Effective Rate	\$0.2280	\$0.2349 3%	\$0.2349 3%
AEGIS Membership Credit	(\$11,499)	(\$20,290)	(\$20,290)
Engineering Fee (AEGIS)	\$14,000	No services quotes for 2024-25	No services quotes for 2024-25
Total Property/Boiler Program Cost	\$759,749	\$787,903 4%	\$787,903 4%
Valuation	Replacement Cost except where Actual Cash Value is noted.	Replacement Cost except where Actual Cash Value is noted.	Replacement Cost except where Actual Cash Value is noted.
Deductibles:			
All Property Damage, per occurrence, except as shown below;	\$500,000	\$500,000	\$500,000 - 85% \$750,000 - 15%
Wind/Hail	\$500,000	\$500,000	\$500,000 - 85% \$750,000 - 15%
Blue Valley, Electrical Substations and all gas turbine generating units	\$500,000 - 16.25% \$2,500,000 - 83.75%	\$500,000 - 18.75% \$2,500,000 - 81.25%	\$500,000 - 16.25% \$2,500,000 - 83.75%
Earth Movement at electrical generating stations & substations	\$500,000 - 16.25% \$2,500,000 - 83.75%	\$500,000 - 18.75% \$2,500,000 - 81.25%	\$500,000 - 16.25% \$2,500,000 - 83.75%
Earth Movement - all other	\$500,000	\$500,000	\$500,000 - 85% \$750,000 - 15%
Flood - Blue Valley Station and all gas turbine generating units	\$500,000 - 16.25% \$2,500,000 - 83.75%	\$500,000 - 18.75% \$2,500,000 - 81.25%	\$500,000 - 16.25% \$2,500,000 - 83.75%
Flood - all other	\$500,000	\$500,000	\$500,000 - 85% \$750,000 - 15%
Extra Expense	30 days - 16.25% \$500,00 - 83.75%	30 days - 18.75% \$500,00 - 81.25%	30 days - 16.25% \$500,00 - 83.75%
Service Interruption	48 hours	48 hours	48 hours
Applicable Sublimits:			
Blue Valley Power Plant	\$25M Sublimit & ACV - 15% Actual Cash Value - 85%	\$25M Sublimit & ACV - 12.5% Actual Cash Value - 87.5%	\$25M Sublimit & ACV - 15% Actual Cash Value - 85%
Substations H, I and J	Actual Cash Value & for transformers greater than 40 years from manufacturing date	Actual Cash Value & for transformers greater than 40 years from manufacturing date	Actual Cash Value & for transformers greater than 40 years from manufacturing date
Accounts Receivable	\$2,000,000	\$2,000,000	\$2,000,000
Boiler & Machinery	Included except Blue Valley turbines & generators	Included except Blue Valley turbines & generators	Included except Blue Valley turbines & generators
Civil or Military Authority	28 days / 1 mile - 16.25% \$2M sublimit / 30 days / 1 mile - 15% 30 days / 1 mile - 68.75%	28 days / 1 mile - 18.75% \$2M sublimit / 30 days / 1 mile - 12.5% 30 days / 1 mile - 68.75%	28 days / 1 mile - 16.25% \$2M sublimit / 30 days / 1 mile - 15% 30 days / 1 mile - 68.75%
Course of Construction (PD only)	\$10,000,000	\$10,000,000	\$10,000,000

Debris Removal	\$5,000,000 or 25% of loss whichever is greater - 16.25% \$5,000,000 or 25% of loss whichever is lesser - 83.75%	\$5,000,000 or 25% of loss whichever is greater - 18.75% \$5,000,000 or 25% of loss whichever is lesser - 81.25%	\$5,000,000 or 25% of loss whichever is greater - 16.25% \$5,000,000 or 25% of loss whichever is lesser - 83.75%
Demolition & Increased Cost of Construction	\$7,500,000	\$7,500,000	\$7,500,000
Earth Movement (occurrence & aggregate)	\$25,000,000	\$25,000,000	\$25,000,000
Electronic Data Processing Media	Included in "valuable papers"	Included in "valuable papers"	Included in "valuable papers"
Errors & Omissions	\$5,000,000	\$5,000,000	\$5,000,000
Expediting Expense	\$5,000,000	\$5,000,000	\$5,000,000
Extra Expense	\$5,000,000	\$5,000,000	\$5,000,000
Fine Arts	\$1,000,000	\$1,000,000	\$1,000,000
Fire Department Service Charge	\$1,000,000	\$1,000,000	\$1,000,000
Flood (occurrence & aggregate)	\$25,000,000	\$25,000,000	\$25,000,000
Flood Zone A (100 Year Flood Plain) (per occurrence and aggregate and part of the overall flood aggregate)	\$5,000,000	\$5,000,000	\$5,000,000
Hazardous Substances / Pollution Clean Up	\$2,000,000	\$2,000,000	\$2,000,000
Ingress/Egress	28 days / 1 mile - 16.25% \$2M sublimit / 30 days / 1 mile - 15% 30 days / 1 mile - 68.75%	28 days / 1 mile - 18.75% \$2M sublimit / 30 days / 1 mile - 12.5% 30 days / 1 mile - 68.75%	28 days / 1 mile - 16.25% \$2M sublimit / 30 days / 1 mile - 15% 30 days / 1 mile - 68.75%
Inland Transit	\$5,000,000	\$5,000,000	\$5,000,000
Miscellaneous Unnamed Locations	\$5,000,000 - 83.75% \$1,000,000 - 16.25%	\$5,000,000 - 81.25% \$1,000,000 - 18.75%	\$5,000,000 - 83.75% \$1,000,000 - 16.25%
Newly Acquired Locations (120 days reporting period)	\$5,000,000	\$5,000,000	\$5,000,000
Earth Movement - Newly Acquired Locations (part of the overall program aggregate)	Excluded	Excluded	Excluded
Flood - Newly Acquired Locations (100 Year Flood Plain) (per occurrence and aggregate and part of the overall flood aggregate)	Excluded	Excluded	Excluded
Personal Property of Employees (\$10,000 limit per employee)	Included - 68.75% \$50,000 - 31.25%	Included - 68.75% \$50,000 - 31.25%	Included - 68.75% \$50,000 - 31.25%
Preservation of Property/Sue & Labor	\$2,500,000	\$2,500,000	\$2,500,000
Professional Fees	\$500,000	\$500,000	\$500,000
Service Interruption	\$2,500,000	\$2,500,000	\$2,500,000
Valuable Papers	\$5,000,000 - 83.75% \$2,000,000 - 16.25%	\$5,000,000 - 81.25% \$2,000,000 - 18.75%	\$5,000,000 - 83.75% \$2,000,000 - 16.25%

**City of Independence, MO: Utility Property -
Proposed Program**

	Option A		Option B	
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Total Annual Premium	\$757,248	\$808,193 7%	\$808,193 7%	
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Earth Movement - all other	\$500,000	\$500,000	\$500,000 - 85% \$750,000 - 15%	
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Flood - all other	\$500,000	\$500,000	\$500,000 - 85% \$750,000 - 15%	
Extra Expense	30 days - 16.25% \$500,00 - 83.75%	30 days - 18.75% \$500,00 - 81.25%	30 days - 16.25% \$500,00 - 83.75%	
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Applicable Sublimits:				
Blue Valley Power Plant	\$25M Sublimit & ACV - 15% Actual Cash Value - 85%	\$25M Sublimit & ACV - 12.5% Actual Cash Value - 87.5%	\$25M Sublimit & ACV - 15% Actual Cash Value - 85%	
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Fine Arts	\$1,000,000	\$1,000,000	\$1,000,000	
Fire Department Service Charge	\$1,000,000	\$1,000,000	\$1,000,000	
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Hazardous Substances / Pollution Clean Up Ingress/Egress	\$2,000,000 28 days / 1 mile - 16.25% \$2M sublimit / 30 days / 1 mile - 15% 30 days / 1 mile - 68.75%	\$2,000,000 28 days / 1 mile - 18.75% \$2M sublimit / 30 days / 1 mile - 12.5% 30 days / 1 mile - 68.75%	\$2,000,000 28 days / 1 mile - 16.25% \$2M sublimit / 30 days / 1 mile - 15% 30 days / 1 mile - 68.75%	
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Earth Movement - Newly Acquired Locations (part of the overall program aggregate)	Excluded	Excluded	Excluded	
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City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Approval of 2024-25 non-utility property insurance renewal with Midwest Public Risk, which includes the Auto Physical Damage and Contractors Equipment programs, for an annual premium of \$817,290. **APPROVED**

Recommendations:

Staff recommends approval of this item.

Background:

For the 2024-2025 property insurance program, the City includes Contractors Equipment and Auto Physical Damage under the one program with MPR that produced significant premium savings and consistency in having insured under one.

The City continues to have a \$25,000 deductible for Non-Utility locations (\$75,000 IEC) on most risks (higher for Earthquake and Flood) and is not subject to what the standard insurance market is calling for: 2% wind/hail deductibles, which is 2% of the Building Value at the time of loss. This can add up dramatically for the various large locations insured by the city and it is a benefit to continue the flat deductible offered by MPR. A summary of the renewal is attached.

Due to Independence Power and Light's operational changes, changes were made in the 2020-2021 plan year to separate the City's Non-Utility property and Utility property as the incumbent carriers declined to renew all City property under one program. This action item is strictly for City Non-Utility property as that program is part of a larger group plan with a common July 1st policy inception date.

Risk Management's property goals for the next 12 months are:

1. Continue monitoring the valuation of the City's properties to meet the underwriting requirements of MPR coverage.
2. Watch the property insurance market for possible opportunities for the future, including the evaluation of deductible options for 2025 budget consideration.

Emergency Justification:**Fiscal Impact:**

The premium is included in the 2024-2025 Risk Management Fund FY 24-25 Budget, page 73, account 4293-5207.

Council Action:

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

REVIEWERS

Meagan Borth
Jeremy Cover
Meagan Borth
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. 2024 comparison City Property MPR
2. 2024-25 MPR PL Invoice-Independence

2024-2025	Insured Value		Premium	Rate/\$100
Buildings	\$ 269,842,931	\$	639,490.00	\$ 0.2370
Contents	\$ 22,770,480	\$	53,963.00	\$ 0.2370
EDP	\$ -	\$	-	\$ -
Vehicles ADP	\$ 43,085,441	\$	102,106.00	\$ 0.2370
Boats	\$ -	\$	-	\$ -
Inland Marine	\$ 8,724,589	\$	20,676.00	\$ 0.2370
Other Property	\$ 445,000	\$	1,055.00	\$ 0.2371
Total	\$344,868,441.00	\$	817,290.00	\$ 0.2370
Budget Estimate		\$	734,404.00	
Difference	\$ 29,190,773.00	\$	82,886.00	\$ 0.2370

2023-2024	Insured Value		Premium	Rate/\$100
Buildings	\$ 247,395,031	\$	523,226.00	\$ 0.2115
Contents	\$ 22,324,000	\$	47,214.00	\$ 0.2115
EDP	\$ -	\$	-	\$ -
Vehicles ADP	\$ 37,889,945	\$	80,135.00	\$ 0.2115
Boats	\$ -	\$	-	\$ -
Inland Marine	\$ 7,623,692	\$	16,124.00	\$ 0.2115
Other Property	\$ 445,000	\$	941.00	\$ 0.2115
Total	\$315,677,668.00	\$	667,640.00	\$ 0.2115



Midwest Public Risk
19400 E Valley View Parkway
Independence, MO 64055
816.292.7500
www.mprisk.org

Invoice No.
Invoice Date:
Due Date:

PL20240510.47
5/10/2024
June 30, 2024

Cindy Gray
Independence, City of
111 E Maple Avenue
Independence, MO 64050

FY 24-25 PROPERTY AND LIABILITY CONTRIBUTIONS

Effective Date 7/1/2024
Expiration Date 7/1/2025

Independence, City of
(MPR 189)

FY 24-25 Contributions Summary (detail on next page)	
Property Contributions	\$817,290.00
Liability Contributions	\$ 0.00
Total Property and Liability Contributions Due	\$817,290.00

Notes:

- Property pricing was determined using property values as of May 9, 2024
- Fleet Auto ID cards, Coverage Summaries, Coverage Documents and Certificates will be emailed prior to July 1, 2024

To view MPR W-9, Click on the link below:



MPR W-9

For ACH PAYMENTS:

Bank: Security Bank of Kansas City
Routing Number: 101000925
Account Number: 110102302540
Send remittance email notification to:
acctrec@mprisk.org

For CHECK PAYMENTS:

Remit to:
Midwest Public Risk of Missouri
19400 E Valley View Parkway
Independence, MO 64055



FY 24-25 Property and Liability Contributions Detail
(MPR 189)

FY 24-25 Property Contributions Detail		
Property Description	Total Insured Values	Member Contribution
Buildings	\$269,842,931.62	\$639,490.00
Contents	\$22,770,480.00	\$53,963.00
Electronics-EDP	\$ 0.00	\$ 0.00
Vehicles-APD	\$43,085,441.36	\$102,106.00
Boats	\$ 0.00	\$ 0.00
Equipment - Inland Marine	\$8,724,588.74	\$20,676.00
Other Property	\$445,000.00	\$1,055.00
Total - Property	\$344,868,441.72	\$817,290.00

FY 24-25 Liability Contributions Detail		
Coverage Description	Liability Payroll	Member Contributions
Total Payroll	\$ 0.00	
Total - Liability		\$ 0.00

Total Property and Liability Contributions	\$817,290.00
---	---------------------

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Approval of 2024-25 Excess Workers' Compensation insurance renewal with Safety National, to supplement the City's self-funded program, for an annual premium of \$460,436. **APPROVED**

Recommendations:**Background:**

The City's Workers' Compensation program is on a self-funded format which requires annual approval of the Missouri Department of Labor/Division of Workers' Compensation. The City has been using this type of funding program for well over 20 years. This is a direct way to control costs in lieu of buying a fully insured insurance program.

The projected loss rate continues to trend about even on a historical basis using the past 3 years as a benchmark. This has been achieved by using several factors, including early nurse triage care, strong claims administration and the City's management/department teams working to get employees well and back to work.

With the estimated ratable payroll being flat, the overall premium increase is 4% over the expiring policy, which we find as industry norm this year. Therefore, the total annual premium will increase from \$443,368 to \$460,426, well below budget. Since the City's broker (Lockton) provides services on a contract basis, these premiums are "net" of all commissions.

The City's risk management team and broker requested a possible decrease in the City's Self-Insured Retention (deductible) from the \$1.5M Self-Insured Retention (SIR) to \$1M SIR. The request was denied due to recent loss history. Both Lockton and Charlesworth will keep a vigilant watch on claims as the end of the calendar year comes near and strategize accordingly.

Attached is a summary of the estimated total cost for stop loss insurance, claims handling, statutory bond and estimated projected losses. The City's risk management firm, Charlesworth Consulting, has reviewed and concurred with the renewal recommendation.

Emergency Justification:**Fiscal Impact:**

The premium is included in the 2024-2025 Risk Management Fund, FY 24-25 Budget Book, page 73, account 4293-5207.

Council Action:

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

REVIEWERS

Meagan Borth
Jeremy Cover
Meagan Borth
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. City of Independence - Loss Analysis (WC 2024)
2. Excess WC Quote Summary 2024



Loss Analysis for Policy Years 2013–2024

City of Independence, Missouri

Prepared by:

Grant Herrenbruck
Strategic Analyst

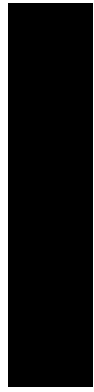
Reviewed by:

Michael Farley
VP - Senior Consultant

Lockton Companies

Prepared on May 17, 2024



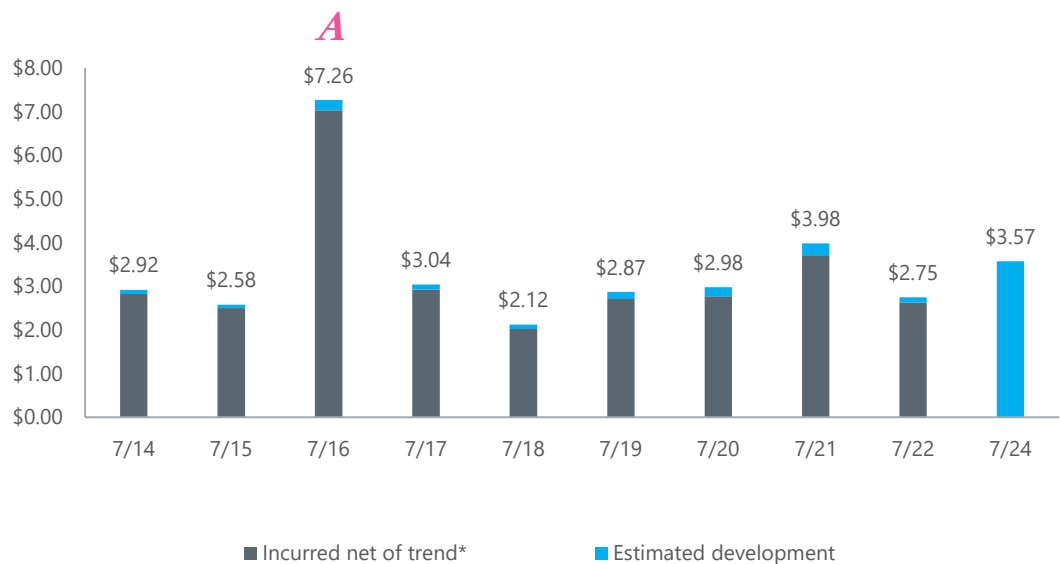


Executive summary exhibits

City of Independence, Missouri

Loss projection executive summary: Workers' compensation

PROJECTED LOSS RATE AT A \$1,500,000 RETENTION



Projected losses (07/01/24-25) at a \$1,500,000 retention

	Client's experience	Benchmark percentages	Blended projection
<i>Selected projection</i>			
Total	\$2,941,000	\$2,768,000	\$2,854,500
Rate	\$3.57	\$3.36	\$3.47

If the client retains \$1,500,000 per claim, the projected retained losses based on their own historical experience will be \$3.57 per 100 of Payroll. Exposure of \$82,380,743 would imply \$2,941,000 in projected losses for the 07/01/24 policy year.

If benchmark percentages are relied on after the \$250,000 primary layer, projected losses at the \$1,500,000 retention would be \$3.36 per 100 of Payroll which implies total losses of \$2,768,000.

Assumptions

Exposure	\$82,380,743
Rate basis	per 100 of Payroll
ALAE treatment	Inside Ded.
Evaluation date	4/23/2024
Benchmark basis	MO

Prior report's loss rate at retention

Based on:	Prior rate	% change
Client's experience	\$3.50	2%
Benchmark percentages	\$2.98	13%

Key observations

Given the nature of high retention programs, the presense or absence of large losses will have a dramatic impact on the actual results. Policy year '16 shows the inherent volatility as numerous large loss claims have impacted the retained loss estimate.

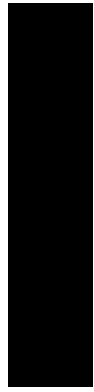
City of Independence has experienced a historical loss range of \$1.7M to \$6M over the last 9 years. However, losses outside of this range are possible.

PY '16 experienced 6 claims breach \$250k on a trended incurred basis, with 2 of those claims breaching \$1.5M.

Historical rates adjusted for trend to the projected period and developed to ultimate. For projections, losses have been capped at primary layer to avoid trends being obscured by large infrequent claims.

*Trend is the adjustment for change in losses over time due to changes in benefit levels, inflation and safety initiatives.

See loss projection data and factors sheet for layer losses, factors used for adjustments and rates per exposure.

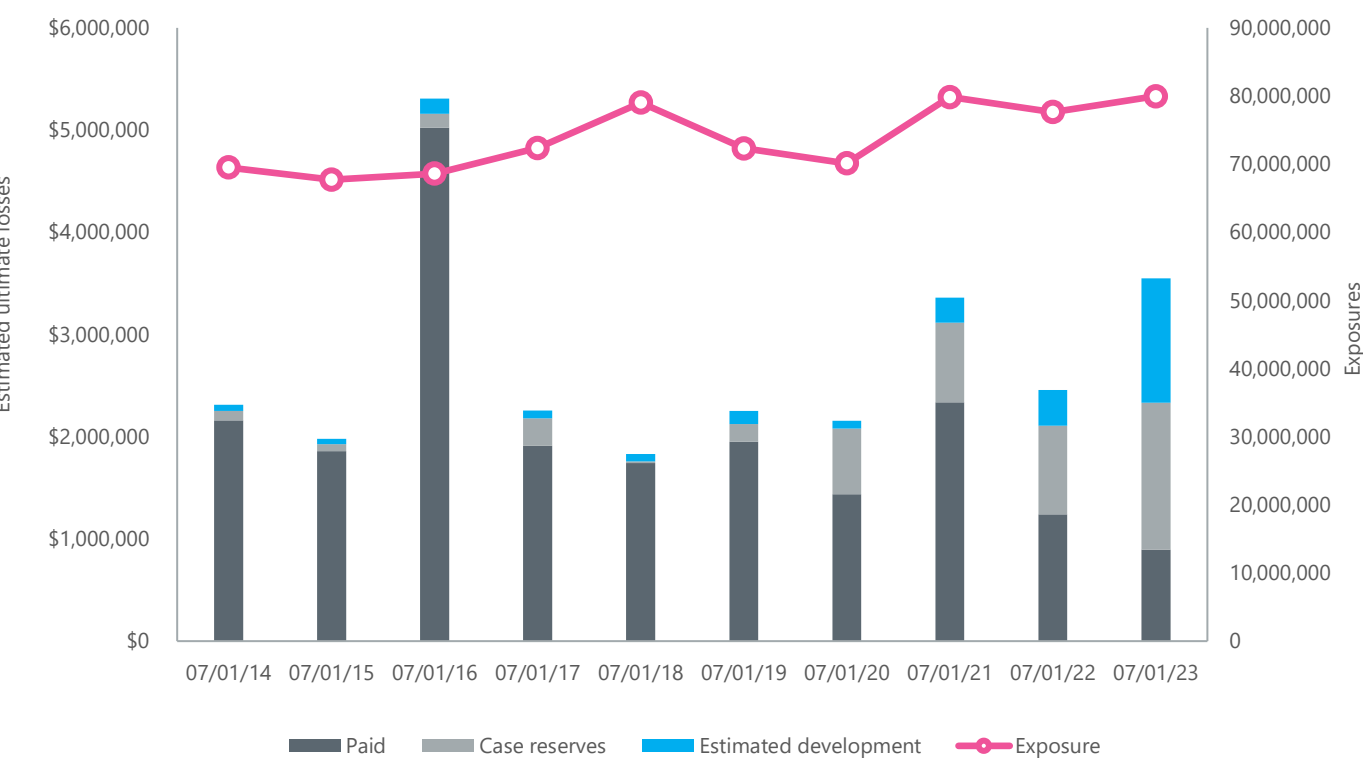


Supporting calculation exhibits

City of Independence, Missouri

Historical retained loss estimates: Workers' compensation

PROJECTED ULTIMATE LOSSES AT EACH POLICY YEAR'S RETENTION



Results

	Current report 04/23/24	Prior report 05/01/23	Difference
Remaining liability	\$6,905,312	\$8,489,615	(\$1,584,303)
Total ultimate losses	\$30,948,921	\$29,125,920	\$1,823,000
Breakdown of ultimate losses			
Limited paid losses	\$24,043,609	\$20,636,305	\$3,407,304
Limited case reserves	\$4,481,678	\$2,999,885	\$1,481,793
Estimated development	\$2,423,634	\$5,489,730	(\$3,066,096)

Key observations

- PY '17: The "Haff, Brian P" large loss claim (DOL 04/30/18) is responsible for the entirety of the case reserves held. This claim has already breach the deductible on an incurred basis and will not experience any further limited development. The remaining development has been estimated for incurred but not reported claims.

Adverse loss development in recent policy years is the cause of increased ultimate selections for PY's '20-23 (see next page).

Range of potential selections and selected ultimates

Policy year inception date	Paid loss method	Incurred loss method	Expected loss rate method	B-F paid method	B-F incurred method	Reserve development method	Selected ultimate losses	Prior selected ultimate: 05/01/23	Difference (H-I)	Case reserves (Incurred - Paid)	Estimated development (H - Incurred loss)	Estimated remaining liability (H - Paid loss)
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)
07/01/13	\$3,806,430	\$3,575,909	-----	-----	-----	\$3,486,921	\$3,486,921	\$3,486,920	\$0	\$0	\$0	\$0
07/01/14	\$2,377,970	\$2,313,096	-----	-----	-----	\$2,289,671	\$2,313,000	\$2,316,000	(\$3,000)	\$93,773	\$60,629	\$154,402
07/01/15	\$2,067,155	\$1,977,566	-----	-----	-----	\$1,950,256	\$1,978,000	\$1,979,000	(\$1,000)	\$69,315	\$51,259	\$120,574
07/01/16	\$5,672,560	\$5,310,116	-----	-----	-----	\$5,204,383	\$5,310,000	\$5,334,000	(\$24,000)	\$136,842	\$150,704	\$287,545
07/01/17	\$2,193,689	\$2,256,743	-----	-----	-----	\$2,276,064	\$2,257,000	\$2,262,000	(\$5,000)	\$270,091	\$75,939	\$346,030
07/01/18	\$2,050,561	\$1,832,142	\$2,944,132	\$2,184,241	\$1,876,249	\$1,765,127	\$1,832,000	\$1,916,000	(\$84,000)	\$15,678	\$72,529	\$88,207
07/01/19	\$2,386,301	\$2,241,444	\$2,655,037	\$2,435,193	\$2,262,867	\$2,194,277	\$2,252,000	\$2,273,000	(\$21,000)	\$173,187	\$126,654	\$299,842
07/01/20	\$1,866,242	\$2,233,075	\$2,664,630	\$2,049,896	\$2,263,009	\$2,355,014	\$2,156,000	\$1,784,000	\$372,000	\$641,233	\$77,817	\$719,050
07/01/21	\$3,343,731	\$3,391,402	\$2,986,763	\$3,236,355	\$3,358,710	\$3,403,643	\$3,359,000	\$2,725,000	\$634,000	\$779,462	\$241,599	\$1,021,061
07/01/22	\$2,238,435	\$2,399,510	\$2,859,561	\$2,514,985	\$2,455,624	\$2,433,226	\$2,456,000	\$2,380,000	\$76,000	\$865,042	\$349,165	\$1,214,207
07/01/23	\$4,179,706	\$4,018,670	\$2,899,606	\$3,173,593	\$3,548,896	\$3,979,156	\$3,549,000	\$2,670,000	\$879,000	\$1,437,056	\$1,217,337	\$2,654,394
Total - all years	\$32,182,781	\$31,549,676				\$31,337,739	\$30,948,921	\$29,125,920	\$1,823,000	\$4,481,678	\$2,423,634	\$6,905,312
Total - excl. current	\$28,003,075	\$27,531,006				\$27,358,583	\$27,399,921	\$26,455,920	\$944,000	\$3,044,622	\$1,206,297	\$4,250,918

Legend: Lowest estimate for policy year
Mid range estimate for policy year
Highest estimate for policy year

- 1 Paid and incurred loss methods are calculated by multiplying limited losses at the evaluation date by their respective development factor.
- 2 The expected loss rate method uses the projected loss rate from the projection exhibits for each historical year's specific retention and adjusts the rate backward in time to reverse the trend and benefit level adjustments. The rate is then multiplied by the exposure for that particular historical year.
- 3 The B-F methods (Bornhuetter-Ferguson), are a weighted average of the expected loss rate (D) method and the loss based methods (B, C). As policy years age, less weight (credibility) is given to the expected loss rate method. In use, the B-F methods can be considered to hold a buffer for large losses that have yet to occur, while not overreacting to large losses that are reported early in the policy year.

See historical ultimate data and factors sheet for details on losses and factors feeding these calculations.

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Actual vs. expected

Policy year	Expected at current evaluation			Actual at current evaluation			Difference					
	Count	Paid loss	Incurred loss	Count	Paid loss	Incurred loss	Count		Paid loss		Incurred loss	
	#						#	%	\$	%	\$	%
Workers' compensation												
07/01/13	140	\$3,486,920	\$3,486,920	140	\$3,486,921	\$3,486,921	0	0.0%	\$0	0.0%	\$0	0.0%
07/01/14	128	\$2,166,663	\$2,266,646	129	\$2,158,598	\$2,252,371	1	0.8%	(\$8,065)	-0.4%	(\$14,275)	-0.6%
07/01/15	122	\$1,871,215	\$1,931,655	122	\$1,857,426	\$1,926,741	0	0.0%	(\$13,789)	-0.7%	(\$4,914)	-0.3%
07/01/16	146	\$4,728,309	\$5,193,667	147	\$5,022,455	\$5,159,296	1	0.7%	\$294,145	6.2%	(\$34,371)	-0.7%
07/01/17	140	\$1,959,832	\$2,194,851	139	\$1,910,970	\$2,181,061	(1)	-0.7%	(\$48,862)	-2.5%	(\$13,790)	-0.6%
07/01/18	134	\$1,437,968	\$1,747,447	133	\$1,743,793	\$1,759,471	(1)	-0.7%	\$305,825	21.3%	\$12,024	0.7%
07/01/19	180	\$1,899,325	\$2,140,237	179	\$1,952,158	\$2,125,346	(1)	-0.6%	\$52,833	2.8%	(\$14,891)	-0.7%
07/01/20	150	\$1,308,902	\$1,587,879	148	\$1,436,950	\$2,078,183	(2)	-1.3%	\$128,048	9.8%	\$490,304	30.9%
07/01/21	141	\$1,996,539	\$2,467,124	139	\$2,337,939	\$3,117,401	(2)	-1.4%	\$341,400	17.1%	\$650,277	26.4%
07/01/22	128	\$1,357,514	\$1,903,045	128	\$1,241,793	\$2,106,835	0	0.0%	(\$115,721)	-8.5%	\$203,791	10.7%
07/01/23	99	\$549,091	\$1,563,789	114	\$894,606	\$2,331,663	15	15.1%	\$345,515	62.9%	\$767,873	49.1%
Total	1,506	\$22,762,279	\$26,483,259	1,518	\$24,043,609	\$28,525,287	10	0.7%	\$1,281,330	5.6%	\$2,042,028	7.7%
Total - excl. current	1,407	\$22,213,188	\$24,919,470	1,404	\$23,149,003	\$26,193,624	(5)	-0.4%	\$935,815	4.2%	\$1,274,154	5.1%

Note: Losses in the current year are very volatile. Consequently the experience thus far may not be indicative of ultimate experience.

2016: The WC claim on 08/06/16 (Hipsher, Darren E) experienced a limited paid change of \$381K.

2018: The WC claim on 03/06/19 (Kenzora, James E) experienced a limited paid change of \$402K.

2020: The WC claim on 07/27/20 (Klick, James Matthew) experienced a limited incurred change of \$576K.

Historical Insurer layer loss estimates: Workers' compensation

Insurer layer ultimate loss calculation

Policy year incept. date	Ultimate losses	Prior ultimate losses	Difference	Paid losses	Case reserves	Remaining liability
07/01/13	\$639,079	\$624,080	\$15,000	\$525,626	\$0	\$113,453
07/01/14	\$7,000	\$7,000	\$0	\$0	\$0	\$7,000
07/01/15	\$5,000	\$6,000	(\$1,000)	\$0	\$0	\$5,000
07/01/16	\$3,110,000	\$3,122,000	(\$12,000)	\$2,950,108	\$49,747	\$159,892
07/01/17	\$761,000	\$855,000	(\$94,000)	\$0	\$726,070	\$761,000
07/01/18	\$7,000	\$0	\$7,000	\$0	\$0	\$7,000
07/01/19	\$15,000	\$51,000	(\$36,000)	\$0	\$0	\$15,000
07/01/20	\$17,000	\$44,000	(\$27,000)	\$0	\$0	\$17,000
07/01/21	\$10,000	\$69,000	(\$59,000)	\$0	\$0	\$10,000
07/01/22	\$11,000	\$62,000	(\$51,000)	\$0	\$0	\$11,000
07/01/23	\$35,000	\$436,000	(\$401,000)	\$0	\$0	\$35,000
Total - all years	\$4,617,079	\$5,276,080	(\$659,000)	\$3,475,734	\$775,817	\$1,141,345

Key observations

The ultimates shown here are estimates of the losses that exceed the deductible limit and for which the carrier is expected to be responsible for.

Range of potential selections and selected ultimates

Policy year inception date	Paid loss method ①	Incurred loss method ①	Expected loss rate method ②	B-F paid method ③	B-F incurred method ③	Reserve development method	Selected ultimate losses at policy limits	Selected ultimate retained losses	Insurer layer ultimate losses
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(L)
07/01/13	\$4,400,736	\$4,126,316	-----	-----	-----	\$4,012,547	\$4,126,000	\$3,486,921	\$639,079
07/01/14	\$2,389,375	\$2,319,528	-----	-----	-----	\$2,292,515	\$2,320,000	\$2,313,000	\$7,000
07/01/15	\$2,078,260	\$1,983,291	-----	-----	-----	\$1,952,162	\$1,983,000	\$1,978,000	\$5,000
07/01/16	\$9,057,273	\$8,420,221	-----	-----	-----	\$8,224,332	\$8,420,000	\$5,310,000	\$3,110,000
07/01/17	\$2,207,777	\$3,017,602	-----	-----	-----	\$3,279,910	\$3,018,000	\$2,257,000	\$761,000
07/01/18	\$2,064,704	\$1,838,717	\$3,170,803	\$2,236,621	\$1,896,128	\$1,765,486	\$1,839,000	\$1,832,000	\$7,000
07/01/19	\$2,403,487	\$2,250,519	\$2,859,450	\$2,489,108	\$2,284,388	\$2,198,231	\$2,267,000	\$2,252,000	\$15,000
07/01/20	\$1,873,031	\$2,237,361	\$2,730,244	\$2,072,608	\$2,272,428	\$2,360,359	\$2,173,000	\$2,156,000	\$17,000
07/01/21	\$3,355,227	\$3,397,073	\$3,060,309	\$3,265,809	\$3,369,348	\$3,407,941	\$3,369,000	\$3,359,000	\$10,000
07/01/22	\$2,246,583	\$2,402,425	\$2,929,975	\$2,552,232	\$2,467,333	\$2,435,115	\$2,467,000	\$2,456,000	\$11,000
07/01/23	\$4,203,383	\$4,031,218	\$2,971,007	\$3,233,294	\$3,584,234	\$3,988,960	\$3,584,000	\$3,549,000	\$35,000
Total - all years	\$36,279,836	\$36,024,271				\$35,917,559	\$35,566,000	\$30,948,921	\$4,617,079
Total - excl. current	\$32,076,453	\$31,993,053				\$31,928,599	\$31,982,000	\$27,399,921	\$4,582,079

Legend:

Lowest estimate for policy year

Mid range estimate for policy year

Highest estimate for policy year

- ① Paid and incurred loss methods are calculated by multiplying limited losses at the evaluation date by their respective development factor.
- ② The expected loss rate method uses the projected loss rate from the projection exhibits for each historical year's specific retention and adjusts the rate backward in time to reverse the trend and benefit level adjustments. The rate is then multiplied by the exposure for that particular historical year.
- ③ The B-F methods (Bornhuetter-Ferguson), are a weighted average of the expected loss rate (D) method and the loss based methods (B, C). As policy years age, less weight (credibility) is given to the expected loss rate method. In use, the B-F methods can be considered to hold a buffer for large losses that have yet to occur, while not overreacting to large losses that are reported early in the policy year.

See historical ultimate data and factors sheet for details on losses and factors feeding these calculations.

Loss projection breakdown by layer: Workers' compensation

Projected losses at alternate retentions for policy year

Retention	Estimated based on*:	
	Historical losses	Benchmark percentages
\$250,000	\$2,226,000	\$2,226,000
\$500,000	\$2,501,000	\$2,504,000
\$1,000,000	\$2,798,000	\$2,701,000
\$1,500,000	\$2,941,000	\$2,768,000
\$2,000,000	\$3,044,000	\$2,835,000
Unlimited	\$3,341,000	\$3,013,000

Key observations

With trend, the client has experienced 3 claims in the last 9 years breach \$1.5M. With this amount of historical loss experience tied with the overall loss volume the client has experienced, the historical loss projection has been used to project losses limited to \$1.5M.

Projected losses as a rate per 100 of Payroll for policy year

Retention	Estimated based on*:	
	Historical losses	Benchmark percentages
\$250,000	\$2.70	\$2.70
\$500,000	\$3.04	\$3.04
\$1,000,000	\$3.40	\$3.28
\$1,500,000	\$3.57	\$3.36
\$2,000,000	\$3.70	\$3.44
Unlimited	\$4.06	\$3.66

Assumptions

Exposure	\$82,380,743
Rate basis	per 100 of Payroll
ALAE treatment	Inside Ded.
Benchmark basis	MO

Incremental layer losses for policy year

Layer	Estimated based on*:			
	Historical losses		Benchmark percentages	
	Losses	Rate	Losses	Rate
\$250,000 - \$500,000	\$275,000	\$0.33	\$278,000	\$0.34
\$500,000 - \$1,000,000	\$297,000	\$0.36	\$197,000	\$0.24
\$1,000,000 - \$1,500,000	\$143,000	\$0.17	\$67,000	\$0.08
\$1,500,000 - \$2,000,000	\$103,000	\$0.13	\$67,000	\$0.08
\$2,000,000 - Unlimited	\$297,000	\$0.36	\$178,000	\$0.22

*Both columns start with an estimate based on historical losses. The columns build retained losses for higher retentions based on two separate methods 1) all year average of adjusted historical losses and 2) benchmark excess percentages. This provides a range of estimates and an indication of expected losses where historical data is sparse and less predictive of future loss potential.

See loss projection sheets for details on selections.

*Lockton Companies does not intend or warrant this work product for determination of financial statement liabilities or compliance with the Sarbanes-Oxley Act and other auditing standards. See the disclaimers page for further detail.

Excess claim counts: Workers' compensation

Current retention: \$1,500,000

Untrended and undeveloped excess counts

Policy year	Total	≥\$250,000	≥\$500,000	≥\$1,000,000	≥\$1,500,000	≥\$2,000,000
07/01/14	129	2	1	0	0	0
07/01/15	122	1	1	0	0	0
07/01/16	147	5	3	2	1	1
07/01/17	139	1	1	1	1	0
07/01/18	133	1	0	0	0	0
07/01/19	179	0	0	0	0	0
07/01/20	148	1	1	0	0	0
07/01/21	139	1	0	0	0	0
07/01/22	128	0	0	0	0	0
Total	1,264	12	7	3	2	1
Average	140.4	1.3	0.8	0.3	0.2	0.1

Trended and undeveloped excess counts

Policy year	Total	≥\$250,000	≥\$500,000	≥\$1,000,000	≥\$1,500,000	≥\$2,000,000
07/01/14	129	3	2	0	0	0
07/01/15	122	1	1	0	0	0
07/01/16	147	6	4	2	2	1
07/01/17	139	1	1	1	1	1
07/01/18	133	1	1	0	0	0
07/01/19	179	1	0	0	0	0
07/01/20	148	1	1	0	0	0
07/01/21	139	1	0	0	0	0
07/01/22	128	0	0	0	0	0
Total	1,264	15	10	3	3	2
Average	140.4	1.7	1.1	0.3	0.3	0.2

Expenses are included within the deductible for all years.

Claim counts represent all claims excess of the given threshold.

Excess losses: Workers' compensation

Current retention: \$1,500,000

Untrended and undeveloped excess incurred losses

Policy year	≥\$250,000	≥\$500,000	≥\$1,000,000	≥\$1,500,000	≥\$2,000,000
07/01/14	\$392,887	\$17,539	\$0	\$0	\$0
07/01/15	\$439,383	\$189,383	\$0	\$0	\$0
07/01/16	\$5,170,696	\$4,184,302	\$2,999,855	\$2,317,135	\$1,817,135
07/01/17	\$1,476,070	\$1,226,070	\$726,070	\$226,070	\$0
07/01/18	\$181,100	\$0	\$0	\$0	\$0
07/01/19	\$0	\$0	\$0	\$0	\$0
07/01/20	\$380,228	\$130,228	\$0	\$0	\$0
07/01/21	\$77,455	\$0	\$0	\$0	\$0
07/01/22	\$0	\$0	\$0	\$0	\$0
Total	\$8,117,820	\$5,747,522	\$3,725,925	\$2,543,205	\$1,817,135
Average	\$901,980	\$638,614	\$413,992	\$282,578	\$201,904
Incremental average	\$263,366	\$224,622	\$131,413	\$80,674	\$201,904

Trended and undeveloped excess incurred losses

Policy year	≥\$250,000	≥\$500,000	≥\$1,000,000	≥\$1,500,000	≥\$2,000,000
07/01/14	\$767,733	\$256,947	\$0	\$0	\$0
07/01/15	\$688,197	\$438,197	\$0	\$0	\$0
07/01/16	\$7,200,289	\$6,112,025	\$4,579,377	\$3,579,377	\$3,023,019
07/01/17	\$1,946,035	\$1,696,035	\$1,196,035	\$696,035	\$196,035
07/01/18	\$279,933	\$29,933	\$0	\$0	\$0
07/01/19	\$2,368	\$0	\$0	\$0	\$0
07/01/20	\$473,201	\$223,201	\$0	\$0	\$0
07/01/21	\$113,056	\$0	\$0	\$0	\$0
07/01/22	\$0	\$0	\$0	\$0	\$0
Total	\$11,470,811	\$8,756,337	\$5,775,412	\$4,275,412	\$3,219,054
Average	\$1,274,535	\$972,926	\$641,712	\$475,046	\$357,673
Incremental average	\$301,608	\$331,214	\$166,667	\$117,373	\$357,673

Results

The information above does not have development or growth adjustments. The projected amounts with those adjustments are given in the table below:

Projected excess losses

Based on client's own projection	\$1,115,000	\$840,000	\$543,000	\$400,000	\$297,000
Based on benchmark excess factors	\$787,000	\$509,000	\$312,000	\$245,000	\$178,000

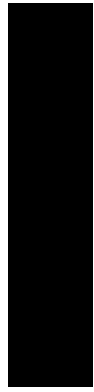
The values in the two lines above create a reasonable range for the losses a carrier would expect to pay at different retentions.

Benchmark basis MO

Expenses are included within the deductible for all years.

Note that all loss amounts represent total loss excess of the limit with the exception of the incremental average lines.

*Lockton Companies does not intend or warrant this work product for determination of financial statement liabilities or compliance with the Sarbanes-Oxley Act and other auditing standards. See the disclaimers page for further detail.



Underlying data and factor exhibits

City of Independence, Missouri

Loss projection data and factors: Workers' compensation

Workers' compensation primary layer projection

Analyst's notes

Policy year inception date	Payroll	Claim count	Open claims	Paid losses	Incurred losses	Evaluation date	Age in months	MO			Exposure trend	Loss trend	Benefit level	- Adverse loss development in recent years is the cause of the increased rate projection, with loss rates from '19-'21 increasing by an average of 14% since the prior analysis.
				limited to \$250,000	limited to \$250,000			Development factors						
(A)	(B)	(C)	(D)	ⓘ	ⓘ	(G)	(H)	Claim count	Paid	Incurred	(L)	(M)	(N)	
07/01/14	\$69,531,673	129	2	\$1,613,230	\$1,707,002	04/23/24	118	1.001	1.051	1.015	1.273	1.096	1.017	
07/01/15	\$67,722,614	122	4	\$1,351,742	\$1,421,057	04/23/24	106	1.003	1.057	1.015	1.246	1.086	1.012	
07/01/16	\$68,609,532	147	5	\$2,609,255	\$2,687,448	04/23/24	94	1.006	1.066	1.016	1.218	1.076	1.007	
07/01/17	\$72,376,063	139	1	\$1,377,559	\$1,377,559	04/23/24	82	1.008	1.077	1.019	1.189	1.066	1.003	
07/01/18	\$79,026,286	133	3	\$1,516,067	\$1,531,745	04/23/24	70	1.010	1.094	1.023	1.160	1.056	1.001	
07/01/19	\$72,318,446	179	4	\$1,952,158	\$2,123,351	04/23/24	58	1.013	1.126	1.029	1.131	1.046	1.000	
07/01/20	\$70,133,976	148	2	\$1,436,950	\$1,665,815	04/23/24	46	1.017	1.185	1.041	1.104	1.037	1.000	
07/01/21	\$79,849,304	139	16	\$2,292,671	\$3,015,431	04/23/24	34	1.023	1.307	1.055	1.077	1.028	1.000	
07/01/22	\$77,651,280	128	32	\$1,241,793	\$2,106,835	04/23/24	22	1.041	1.656	1.111	1.051	1.018	1.000	
07/01/23	\$79,980,818	114	56	\$725,502	\$2,013,356	04/23/24	10	1.336	4.066	1.610	1.025	1.009	1.000	

Policy year inception date	Paid loss method limited to \$250,000	Incurred loss method limited to \$250,000	B-F paid method limited to \$250,000	B-F incurred method limited to \$250,000	Selected ultimate limited to \$250,000	Trended ultimate limited to \$250,000	Trended Payroll	Projected loss rate per 100 of Payroll	Prior projected loss rate per 100 of Payroll
(A)	(E x J)	(F x K)	(Q)	(R)	ⓘ	(S x M x N)	(B x L)	(T / (U / 100))	As of 05/01/23
(A)	(O)	(P)	(Q)	(R)	(S)	(T)	(U)	(V)	

Averages and selections at limit of:										\$250,000			
07/01/14	\$1,696,268	\$1,732,720	\$1,704,958	\$1,734,813	\$1,732,720	\$1,931,958	\$88,484,189	\$2.18	\$2.24	Trended	Trended	Projected	
07/01/15	\$1,429,187	\$1,442,325	\$1,450,006	\$1,447,797	\$1,442,325	\$1,585,111	\$84,404,623	\$1.88	\$1.91	ultimate	Payroll	loss rate	
07/01/16	\$2,781,420	\$2,731,394	\$2,722,033	\$2,716,762	\$2,731,394	\$2,958,898	\$83,593,158	\$3.54	\$3.61	Total--All years	\$19,095,834	\$760,962,907	\$2.51
07/01/17	\$1,483,275	\$1,403,958	\$1,512,944	\$1,413,276	\$1,403,958	\$1,501,367	\$86,032,395	\$1.75	\$1.78	Total--Excluding high/low	\$14,389,671	\$588,941,545	\$2.44
07/01/18	\$1,658,848	\$1,566,485	\$1,692,264	\$1,577,143	\$1,571,814	\$1,661,515	\$91,646,264	\$1.81	\$1.84	Total--Last 6 years	\$12,619,867	\$504,480,937	\$2.50
07/01/19	\$2,198,841	\$2,185,925	\$2,159,264	\$2,176,196	\$2,181,060	\$2,282,347	\$81,816,149	\$2.79	\$2.78	Total--Last 4 years	\$9,456,986	\$326,802,278	\$2.89
07/01/20	\$1,702,073	\$1,734,228	\$1,711,508	\$1,735,349	\$1,723,429	\$1,787,200	\$77,414,787	\$2.31	\$2.20	Prior selected rate			\$2.40
07/01/21	\$2,997,575	\$3,181,637	\$2,757,282	\$3,118,641	\$3,118,641	\$3,204,796	\$85,988,967	\$3.73	\$2.99	Selected	\$2,226,000	\$82,380,743	\$2.70
07/01/22	\$2,055,822	\$2,340,803	\$1,990,794	\$2,295,903	\$2,143,348	\$2,182,643	\$81,582,376	\$2.68	\$2.12				

Workers' compensation higher layer information*

Policy year inception date	Incurred losses limited at detrended retention					Incurred development factors					Loss layer				
	\$500,000	\$1,000,000	\$1,500,000	\$2,000,000	Unlimited	\$500,000	\$1,000,000	\$1,500,000	\$2,000,000	Unlimited	\$250,000-\$500,000	\$500,000-\$1,000,000	\$1,000,000-\$1,500,000	\$1,500,000-\$2,000,000	\$2,000,000-Unlimited
07/01/14	\$2,069,845	\$2,252,371	\$2,252,371	\$2,252,371	\$2,252,371	1.020	1.027	1.028	1.030	1.030	\$0.48	\$0.25	\$0.00	\$0.00	\$0.00
07/01/15	\$1,604,756	\$1,926,741	\$1,926,741	\$1,926,741	\$1,926,741	1.020	1.026	1.028	1.029	1.029	\$0.25	\$0.44	\$0.00	\$0.00	\$0.00
07/01/16	\$3,514,450	\$4,679,153	\$5,439,081	\$5,861,873	\$8,159,151	1.022	1.029	1.031	1.032	1.032	\$1.12	\$1.59	\$1.02	\$0.58	\$3.07
07/01/17	\$1,574,058	\$1,967,055	\$2,360,052	\$2,753,049	\$2,907,131	1.026	1.035	1.036	1.038	1.038	\$0.26	\$0.52	\$0.51	\$0.51	\$0.20
07/01/18	\$1,735,120	\$1,759,471	\$1,759,471	\$1,759,471	\$1,759,471	1.031	1.041	1.043	1.045	1.045	\$0.26	\$0.05	\$0.00	\$0.00	\$0.00
07/01/19	\$2,125,346	\$2,125,346	\$2,125,346	\$2,125,346	\$2,125,346	1.042	1.055	1.057	1.059	1.059	\$0.04	\$0.03	\$0.01	\$0.01	\$0.00
07/01/20	\$1,883,676	\$2,078,183	\$2,078,183	\$2,078,183	\$2,078,183	1.059	1.072	1.075	1.077	1.077	\$0.35	\$0.31	\$0.01	\$0.01	\$0.00
07/01/21	\$3,117,401	\$3,117,401	\$3,117,401	\$3,117,401	\$3,117,401	1.075	1.086	1.088	1.090	1.090	\$0.20	\$0.04	\$0.01	\$0.01	\$0.00
07/01/22	\$2,106,835	\$2,106,835	\$2,106,835	\$2,106,835	\$2,106,835	1.129	1.138	1.139	1.140	1.140	\$0.05	\$0.02	\$0.00	\$0.00	\$0.00

*Calculated using client's historical losses		All year weighted average	\$0.33	\$0.36	\$0.17	\$0.12	\$0.36
		Projected layer loss rate	\$0.33	\$0.36	\$0.17	\$0.12	\$0.36
		Projected layer losses	\$275,000	\$297,000	\$143,000	\$103,000	\$297,000
		Projected ground up retained losses including layer	\$2,501,000	\$2,798,000	\$2,941,000	\$3,044,000	\$3,341,000
		Projected ground up loss rate including layer	\$3.04	\$3.40	\$3.57	\$3.70	\$4.06
<i>Assumptions</i>							
Projection period	7/1/24 - 6/30/25	Retention	\$500,000	\$1,000,000	\$1,500,000	\$2,000,000	Unlimited
Rate basis	per 100 of Payroll	Benchmark excess loss percentage	17%	10%	8%	6%	0%
ALAE treatment	Inside Ded.	Projected excess losses	\$509,000	\$312,000	\$245,000	\$178,000	\$0
Benchmark basis	MO	Projected layer loss rate	\$0.34	\$0.24	\$0.08	\$0.08	\$0.22
		Projected layer losses	\$278,000	\$197,000	\$67,000	\$67,000	\$178,000
		Projected ground up retained losses including layer	\$2,504,000	\$2,701,000	\$2,768,000	\$2,835,000	\$3,013,000
		Projected ground up loss rate including layer	\$3.04	\$3.28	\$3.36	\$3.44	\$3.66
A de-trended limit has been used to calculate limited losses solely for the purposes of selecting a projected loss rate. These ultimates are not to be used for determining the collateral requirement. The loss trend used in this analysis varies by year according to frequency and severity indices.							

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Historical ultimate data and factors

Policy year incept. date	Historical retention	ALAE treatment	Limited paid losses	Limited incurred losses	Months from inception	Development factors		
						Claim count	Paid	Incurred
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)

Workers' compensation

						Loss development factor basis: MO		
07/01/13	\$1,000,000	Inside Ded.	\$3,486,921	\$3,486,921	130	1.000	1.092	1.026
07/01/14	\$1,000,000	Inside Ded.	\$2,158,598	\$2,252,371	118	1.001	1.102	1.027
07/01/15	\$1,000,000	Inside Ded.	\$1,857,426	\$1,926,741	106	1.003	1.113	1.026
07/01/16	\$1,000,000	Inside Ded.	\$5,022,455	\$5,159,296	94	1.006	1.129	1.029
07/01/17	\$1,000,000	Inside Ded.	\$1,910,970	\$2,181,061	82	1.008	1.148	1.035
07/01/18	\$1,000,000	Inside Ded.	\$1,743,793	\$1,759,471	70	1.010	1.176	1.041
07/01/19	\$1,000,000	Inside Ded.	\$1,952,158	\$2,125,346	58	1.013	1.222	1.055
07/01/20	\$1,500,000	Inside Ded.	\$1,436,950	\$2,078,183	46	1.017	1.299	1.075
07/01/21	\$1,500,000	Inside Ded.	\$2,337,939	\$3,117,401	34	1.023	1.430	1.088
07/01/22	\$1,500,000	Inside Ded.	\$1,241,793	\$2,106,835	22	1.041	1.803	1.139
07/01/23	\$1,500,000	Inside Ded.	\$894,606	\$2,331,663	10	1.336	4.672	1.724

Workers' compensation (policy limits)

						Loss development factor basis: MO		
07/01/13	Unlimited	Inside Ded.	\$4,012,547	\$4,012,547	130	1.000	1.097	1.028
07/01/14	Unlimited	Inside Ded.	\$2,158,598	\$2,252,371	118	1.001	1.107	1.030
07/01/15	Unlimited	Inside Ded.	\$1,857,426	\$1,926,741	106	1.003	1.119	1.029
07/01/16	Unlimited	Inside Ded.	\$7,972,563	\$8,159,151	94	1.006	1.136	1.032
07/01/17	Unlimited	Inside Ded.	\$1,910,970	\$2,907,131	82	1.008	1.155	1.038
07/01/18	Unlimited	Inside Ded.	\$1,743,793	\$1,759,471	70	1.010	1.184	1.045
07/01/19	Unlimited	Inside Ded.	\$1,952,158	\$2,125,346	58	1.013	1.231	1.059
07/01/20	Unlimited	Inside Ded.	\$1,436,950	\$2,078,183	46	1.017	1.303	1.077
07/01/21	Unlimited	Inside Ded.	\$2,337,939	\$3,117,401	34	1.023	1.435	1.090
07/01/22	Unlimited	Inside Ded.	\$1,241,793	\$2,106,835	22	1.041	1.809	1.140
07/01/23	Unlimited	Inside Ded.	\$894,606	\$2,331,663	10	1.336	4.699	1.729

Unlimited total losses and policy data

Policy year inception date	Carrier/TPA	Claim count		Unlimited paid		Unlimited reserve			Total	Historical	Historical	Aud.	ALAE	Evaluation
		Total*	Open	Loss	Expense	Loss	Expense	(Subrogation)	incurred	retention	exposures	or est.	treatment	date
Workers' compensation											Payroll	100		
07/01/13	Midwest Employe	140	0	\$3,726,584	\$285,964	\$0	\$0	\$0	\$4,012,547	\$1,000,000	\$69,071,946	A	Inside Ded.	04/23/24
07/01/14	Midwest Employe	129	2	\$1,825,338	\$344,425	\$93,392	\$380	(\$11,165)	\$2,252,371	\$1,000,000	\$69,531,673	A	Inside Ded.	04/23/24
07/01/15	Midwest Employe	122	4	\$1,609,535	\$250,424	\$50,867	\$18,448	(\$2,532)	\$1,926,741	\$1,000,000	\$67,722,614	A	Inside Ded.	04/23/24
07/01/16	Safety National	147	5	\$7,220,060	\$786,159	\$142,413	\$44,175	(\$33,656)	\$8,159,151	\$1,000,000	\$68,609,532	A	Inside Ded.	04/23/24
07/01/17	Safety National	139	1	\$1,441,884	\$469,086	\$956,784	\$39,377	\$0	\$2,907,131	\$1,000,000	\$72,376,063	A	Inside Ded.	04/23/24
07/01/18	Safety National	133	3	\$1,386,907	\$387,265	\$11,179	\$4,499	(\$30,379)	\$1,759,471	\$1,000,000	\$79,026,286	A	Inside Ded.	04/23/24
07/01/19	Safety National	179	4	\$1,490,145	\$485,113	\$159,432	\$13,755	(\$23,100)	\$2,125,346	\$1,000,000	\$72,318,446	A	Inside Ded.	04/23/24
07/01/20	Safety National	148	2	\$1,132,671	\$304,279	\$635,546	\$5,687	\$0	\$2,078,183	\$1,500,000	\$70,133,976	A	Inside Ded.	04/23/24
07/01/21	Safety National	139	16	\$1,798,113	\$546,185	\$698,611	\$80,851	(\$6,359)	\$3,117,401	\$1,500,000	\$79,849,304	A	Inside Ded.	04/23/24
07/01/22	Safety National	128	32	\$903,334	\$338,459	\$749,300	\$115,743	\$0	\$2,106,835	\$1,500,000	\$77,651,280	A	Inside Ded.	04/23/24
07/01/23	Safety National	114	56	\$706,338	\$188,268	\$1,231,847	\$205,210	\$0	\$2,331,663	\$1,500,000	\$79,980,818	E	Inside Ded.	04/23/24
07/01/24											\$82,380,743	E	Inside Ded.	

*Note: Total claim count excludes report only/incident only claims.

Unlimited loss comparison to prior

Policy year incept. date	Prior report (05/01/23)						Current report (04/23/24)						Difference				
	Evaluation date	Claim count	Unlimited paid	Unlimited reserve	Unlimited incurred	Historical exposures	Evaluation date	Claim count	Unlimited paid	Unlimited reserve	Unlimited incurred	Historical exposures	Claim count	Unlimited paid	Unlimited reserve	Unlimited incurred	Historical exposures
Workers' compensation																	
07/01/13	05/01/23	140	\$4,012,546	\$0	\$4,012,546	\$69,071,946	04/23/24	140	\$4,012,547	\$0	\$4,012,547	\$69,071,946					
07/01/14	05/01/23	127	\$2,149,985	\$110,890	\$2,260,875	\$69,531,673	04/23/24	129	\$2,158,598	\$93,773	\$2,252,371	\$69,531,673					
07/01/15	05/01/23	121	\$1,857,426	\$69,315	\$1,926,741	\$67,722,614	04/23/24	122	\$1,857,426	\$69,315	\$1,926,741	\$67,722,614					
07/01/16	05/01/23	145	\$7,591,499	\$586,155	\$8,177,654	\$68,609,532	04/23/24	147	\$7,972,563	\$186,589	\$8,159,151	\$68,609,532	❶	2	\$381,063	(\$399,566)	(\$18,503)
07/01/17	05/01/23	139	\$1,905,177	\$981,954	\$2,887,131	\$72,376,063	04/23/24	139	\$1,910,970	\$996,161	\$2,907,131	\$72,376,063		0	\$5,793	\$14,207	\$20,000
07/01/18	05/01/23	133	\$1,332,737	\$371,058	\$1,703,795	\$79,026,286	04/23/24	133	\$1,743,793	\$15,678	\$1,759,471	\$79,026,286	❷	0	\$411,056	(\$355,380)	\$55,675
07/01/19	05/01/23	179	\$1,796,200	\$282,721	\$2,078,921	\$72,318,446	04/23/24	179	\$1,952,158	\$173,187	\$2,125,346	\$72,318,446	❸	0	\$155,959	(\$109,534)	\$46,425
07/01/20	05/01/23	148	\$1,161,071	\$372,557	\$1,533,629	\$70,133,976	04/23/24	148	\$1,436,950	\$641,233	\$2,078,183	\$70,133,976	❹	0	\$275,879	\$268,675	\$544,554
07/01/21	05/01/23	138	\$1,668,856	\$682,927	\$2,351,783	\$79,849,304	04/23/24	139	\$2,337,939	\$779,462	\$3,117,401	\$79,849,304		1	\$669,083	\$96,535	\$765,618
07/01/22	05/01/23	100	\$636,650	\$298,017	\$934,667	\$80,099,378	04/23/24	128	\$1,241,793	\$865,042	\$2,106,835	\$77,651,280		28	\$605,143	\$567,025	\$1,172,168
07/01/23	Not included in prior report					\$82,502,361	04/23/24	114	\$894,606	\$1,437,056	\$2,331,663	\$79,980,818		114	\$894,606	\$1,437,056	\$2,331,663
Total		1,370	\$24,112,147	\$3,755,595	\$27,867,742	\$811,241,579		1,518	\$27,519,343	\$5,257,495	\$32,776,838	\$806,271,938		148	\$3,407,196	\$1,501,901	\$4,909,097

- ❶ 2016: The WC claim on 08/06/16 (Hipsher, Darren E) experienced a net paid change of \$381K.
- ❷ 2018: The WC claim on 03/06/19 (Kendzora, James E) experienced a net paid change of \$402K.
- ❸ 2019: The WC claim on 06/18/20 (Harris, Jason) experienced a net paid change of \$118K.
- ❹ 2020: The WC claim on 07/27/20 (Klick, James Matthew) experienced a net incurred change of \$576K.

Limited loss comparison to prior

Policy year incept. date	Prior report (05/01/23)					Current report (04/23/24)					Difference			
	Evaluation date	Claim count	Limited paid	Limited reserve	Limited incurred	Evaluation date	Claim count	Limited paid	Limited reserve	Limited incurred	Claim count	Limited paid	Limited reserve	Limited incurred
Workers' compensation														
07/01/13	05/01/23	140	\$3,486,920	\$0	\$3,486,920	04/23/24	140	\$3,486,921	\$0	\$3,486,921	0	\$0	\$0	\$0
07/01/14	05/01/23	127	\$2,149,985	\$110,890	\$2,260,875	04/23/24	129	\$2,158,598	\$93,773	\$2,252,371	2	\$8,613	(\$17,117)	(\$8,504)
07/01/15	05/01/23	121	\$1,857,426	\$69,315	\$1,926,741	04/23/24	122	\$1,857,426	\$69,315	\$1,926,741	1	\$0	\$0	\$0
07/01/16	05/01/23	145	\$4,641,283	\$536,515	\$5,177,798	04/23/24	147	\$5,022,455	\$136,842	\$5,159,296 ❶	2	\$381,172	(\$399,674)	(\$18,502)
07/01/17	05/01/23	139	\$1,905,177	\$275,884	\$2,181,061	04/23/24	139	\$1,910,970	\$270,091	\$2,181,061	0	\$5,793	(\$5,793)	\$0
07/01/18	05/01/23	133	\$1,332,737	\$371,058	\$1,703,795	04/23/24	133	\$1,743,793	\$15,678	\$1,759,471 ❷	0	\$411,056	(\$355,380)	\$55,675
07/01/19	05/01/23	179	\$1,796,200	\$282,721	\$2,078,921	04/23/24	179	\$1,952,158	\$173,187	\$2,125,346 ❸	0	\$155,959	(\$109,534)	\$46,425
07/01/20	05/01/23	148	\$1,161,071	\$372,557	\$1,533,629	04/23/24	148	\$1,436,950	\$641,233	\$2,078,183 ❹	0	\$275,879	\$268,675	\$544,554
07/01/21	05/01/23	138	\$1,668,856	\$682,927	\$2,351,783	04/23/24	139	\$2,337,939	\$779,462	\$3,117,401	1	\$669,083	\$96,535	\$765,618
07/01/22	05/01/23	100	\$636,650	\$298,017	\$934,667	04/23/24	128	\$1,241,793	\$865,042	\$2,106,835	28	\$605,143	\$567,025	\$1,172,168
07/01/23	Not included in prior report					04/23/24	114	\$894,606	\$1,437,056	\$2,331,663	114	\$894,606	\$1,437,056	\$2,331,663
Total		1,370	\$20,636,305	\$2,999,885	\$23,636,190		1,518	\$24,043,609	\$4,481,678	\$28,525,287	148	\$3,407,304	\$1,481,793	\$4,889,097

- ❶ 2016: The WC claim on 08/06/16 (Hipsher, Darren E) experienced a limited paid change of \$381K.
- ❷ 2018: The WC claim on 03/06/19 (Kendzora, James E) experienced a limited paid change of \$402K.
- ❸ 2019: The WC claim on 06/18/20 (Harris, Jason) experienced a limited paid change of \$118K.
- ❹ 2020: The WC claim on 07/27/20 (Klick, James Matthew) experienced a limited incurred change of \$576K.

Large losses (>\$100k)

Claim has breached the historical retention: ⓘ									
Policy year	Date of loss	Coverage	Claimant name	Current report (04/23/24)		Prior report (05/01/23)		Difference	
				Total paid	Total incurred	Total paid	Total Incurred	Total paid	Total Incurred
07/01/13	08/03/13	WC	Dustman, Adam	\$102,059	\$102,059	\$102,059	\$102,059	\$0	\$0
07/01/13	10/15/13	WC	Draveling, Brian	\$237,495	\$237,495	\$237,496	\$237,496	(\$1)	(\$1)
07/01/13	12/12/13	WC	Schmidli, Steven	\$111,148	\$111,148	\$111,148	\$111,148	\$0	\$0
07/01/13	01/18/14	WC	Shaw, Patrick	\$1,377,627	\$1,377,627	ⓘ \$1,377,627	\$1,377,627	\$0	\$0
07/01/13	01/21/14	WC	Thomas, Fred	\$108,593	\$108,593	\$108,593	\$108,593	\$0	\$0
07/01/13	03/26/14	WC	Barrier, Linda	\$119,549	\$119,549	\$119,549	\$119,549	\$0	\$0
07/01/13	06/05/14	WC	Charpie, James	\$1,147,999	\$1,147,999	ⓘ \$1,147,999	\$1,147,999	\$0	\$0
07/01/14	02/03/15	WC	West, Paul	\$375,348	\$375,348	\$375,348	\$375,348	\$0	\$0
07/01/14	02/19/15	WC	Mcnabb, Aaron	\$185,253	\$185,253	\$185,252	\$185,252	\$1	\$1
07/01/14	02/20/15	WC	Winship, Rick	\$517,539	\$517,539	\$517,539	\$517,539	\$0	\$0
07/01/14	04/06/15	WC	Troutman, Brian	\$123,414	\$123,414	\$123,414	\$123,414	\$0	\$0
07/01/14	06/05/15	WC	Watkins, Mark T	\$14,637	\$105,713	\$6,024	\$98,620	\$8,613	\$7,093
07/01/15	10/28/15	WC	Sullivan, Mikeal	\$689,383	\$689,383	\$689,383	\$689,383	\$0	\$0
07/01/15	02/24/16	WC	Cox Jr, Robert H	\$138,540	\$138,540	\$138,541	\$138,541	(\$1)	(\$1)
07/01/16	08/06/16	WC	Hipsher, Darren E	\$626,716	\$684,448	\$245,748	\$721,950	\$380,968	(\$37,502)
07/01/16	08/20/16	WC	Green, Dennis	\$100,592	\$100,592	\$100,592	\$100,592	\$0	\$0
07/01/16	09/19/16	WC	Cundiff, Jason	\$137,437	\$137,437	\$137,437	\$137,437	\$0	\$0
07/01/16	10/05/16	WC	Logan Jr, Lewis T	\$180,220	\$190,900	\$180,221	\$190,900	(\$1)	\$0
07/01/16	11/23/16	WC	Selsor, Justin	\$480,255	\$480,255	\$480,254	\$480,254	\$1	\$1
07/01/16	01/11/17	WC	Montgomery, Buddy L	\$1,132,973	\$1,182,720	ⓘ \$1,133,081	\$1,182,721	(\$108)	(\$1)
07/01/16	01/12/17	WC	Seever, Jeffery B	\$256,139	\$256,139	\$256,139	\$256,139	\$0	\$0
07/01/16	03/29/17	WC	Wagstaff, Thomas E	\$3,817,135	\$3,817,135	ⓘ \$3,817,135	\$3,817,135	\$0	\$0
07/01/17	10/20/17	WC	Gibson, James R	\$105,758	\$105,758	\$105,758	\$105,758	\$0	\$0
07/01/17	04/30/18	WC	Haff, Brian P	\$729,909	\$1,726,070	ⓘ \$724,116	\$1,706,070	\$5,793	\$20,000
07/01/18	03/06/19	WC	Kendzora, James E	\$431,100	\$431,100	\$28,884	\$383,010	\$402,217	\$48,090
07/01/18	04/24/19	WC	Spade, Darren J	\$128,884	\$128,884	\$128,884	\$128,884	\$0	\$0
07/01/19	07/15/19	WC	Hand, Joseph	\$100,726	\$100,726	\$100,726	\$100,726	\$0	\$0
07/01/19	09/02/19	WC	Head, Tommy	\$106,079	\$212,507	\$105,154	\$212,507	\$925	\$0
07/01/19	01/29/20	WC	Zismer, Chad	\$150,194	\$195,837	\$146,108	\$168,628	\$4,087	\$27,209
07/01/19	06/04/20	WC	Heater, Adam	\$120,710	\$120,710	\$120,710	\$120,710	\$0	\$0
07/01/19	06/18/20	WC	Harris, Jason	\$124,323	\$124,323	\$6,534	\$75,850	\$117,789	\$48,473
07/01/20	07/11/20	WC	Block, Chris	\$128,983	\$128,983	\$128,983	\$128,983	\$0	\$0
07/01/20	07/27/20	WC	Klick, James Matthew	\$18,764	\$630,228	\$8,833	\$53,903	\$9,931	\$576,325
07/01/20	12/31/20	WC	Terrell, Brian W	\$115,216	\$115,216	\$115,216	\$115,216	\$0	\$0
07/01/20	06/26/21	WC	Boles, Steven Alan	\$105,244	\$105,244	\$69,846	\$118,660	\$35,398	(\$13,416)
07/01/21	07/18/21	WC	Boin, John William	\$90,940	\$173,740	\$79,550	\$173,740	\$11,390	\$0
07/01/21	08/16/21	WC	Cherry, Cortland	\$270,753	\$327,455	\$239,894	\$288,615	\$30,859	\$38,840
07/01/21	09/15/21	WC	Howe, John F	\$138,616	\$138,616	\$4,519	\$73,226	\$134,097	\$65,390
07/01/21	10/01/21	WC	Jones, Daniel James	\$84,841	\$171,211	\$55,058	\$101,973	\$29,783	\$69,238
07/01/21	10/12/21	WC	Christensen, Steven Hall	\$10,327	\$161,900	\$739	\$14,500	\$9,588	\$147,400
07/01/21	11/08/21	WC	Clancy, Jason Webster	\$12,026	\$148,500	\$2,405	\$11,000	\$9,621	\$137,500
07/01/21	03/25/22	WC	Onstott, Eric Jason	\$100,986	\$100,986	\$56,175	\$65,555	\$44,811	\$35,431
07/01/21	04/18/22	WC	Harder, Glen David	\$106,980	\$106,980	\$3,043	\$56,613	\$103,937	\$50,367
07/01/22	09/14/22	WC	Miller, Douglas Bradley	\$109,621	\$164,627	\$56,364	\$66,083	\$53,257	\$98,543
07/01/22	10/07/22	WC	Smith, Tyler D	\$13,505	\$163,453	\$700	\$4,600	\$12,805	\$158,853
07/01/22	11/17/22	WC	Moritz, Donald L	\$61,304	\$171,875	\$19,194	\$27,000	\$42,110	\$144,875
07/01/22	12/02/22	WC	Levy, Kyle K	\$130,735	\$168,023	\$109,109	\$115,648	\$21,626	\$52,376
07/01/22	03/22/23	WC	Harrington, Jacob A	\$84,908	\$101,073	\$76,401	\$76,654	\$8,507	\$24,419
07/01/22	05/16/23	WC	Hacker, Andrew Matthew	\$11,110	\$103,540				
07/01/23	07/10/23	WC	Abraham, David M	\$66,067	\$209,870				
07/01/23	08/16/23	WC	Hutchins, Darryl Wade	\$410,673	\$559,875				
07/01/23	11/04/23	WC	Geiger, Kaitlyn	\$66,687	\$107,436				
07/01/23	02/29/24	WC	Buchanan, Luke Jacob	\$4,310	\$170,980				

*Lockton Companies does not intend or warrant this work product for determination of financial statement liabilities or compliance with the Sarbanes-Oxley Act and other auditing standards. See the disclaimers page for further detail.

Disclaimers

I. Purpose and Limitations

Lockton's analyses, reports, and studies are specifically tailored to meet City of Independence, Missouri's objectives with regard to the procurement of insurance, analysis of retentions and cash flow, negotiation of collateral, and determining the drivers of City of Independence, Missouri's cost of risk. They are not intended or warranted, nor should they be relied upon, for determination of financial statement liabilities, such as loss reserve development and accruals, or compliance with Sarbanes-Oxley, accounting, auditing and/or other standards, regulations or legal requirements. City of Independence, Missouri should consult with independent actuarial, accounting, and legal advisors for such advice and compliance.

II. Data Reliance and Uncertainty

In conducting our analysis, we relied on data and information provided to us by City of Independence, Missouri and/or its respective carriers/TPAs. We have reviewed the data for reasonableness but have not attempted to verify or audit it for accuracy. It is our understanding that we have been provided with all information that would materially affect the loss estimates.

We have used generally accepted actuarial methodologies in our analysis. These methods include assumptions regarding future economic, social, and legal conditions. Our analysis assumes there will be no major changes in these environments. For example, the historical losses informing this analysis inherently do not incorporate emerging risks and litigation trends that may develop within your industry. Such risks may stem from advances in scientific research around the impact to humans of chemicals and other materials used in your operations or products. Other risks may develop from changes in technology, legal precedent, or regulatory shifts. In addition, we have assumed that the historical patterns of incurred and paid loss development serve as a predictor of future claim emergence and settlement. In some cases, we may have supplemented City of Independence, Missouri's historical data with insurance industry loss data in order to predict future development. The use of this industry data adds another element of uncertainty to the estimates. It is possible that actual results will vary from our projections, perhaps significantly. On the basis of the above conditions, our estimates reflect our best professional training, judgment, and expertise.

This report and opinions expressed herein are solely for the internal use of City of Independence, Missouri. Any other use of this report is expressly prohibited without the prior written consent of Lockton Companies.

RISK MANAGEMENT • EMPLOYEE BENEFITS • RETIREMENT SERVICES

Our Mission | To be the worldwide value and service leader in insurance brokerage, risk management, employee benefits and retirement services

Our Goal | To be the best place to do business and to work

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UNCOMMONLY INDEPENDENT

City of Independence, Missouri
Excess Workers' Compensation Renewal
July 1, 2024 to July 1, 2025

	2021-22 Program	2022-23 Program	2023-24 Program	2024-25 Quote	% Change
Insurer	Safety National	Safety National	Safety National	Safety National	
Exposure - Payroll	\$79,849,304	\$80,099,378	\$82,502,361	\$82,380,743	0%
Workers Compensation					
Limit - Workers Compensation:	Statutory	Statutory	Statutory	Statutory	
Limit - Employers Liability	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	
Self-Insured Retention	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000	
Estimated Annual Premium	\$396,713	\$409,949	\$443,368	\$460,426	4%
Effective Rate	\$0.4968	\$0.5118	\$0.5374	\$0.5589	4%
Claims Handling - estimated	\$86,000	\$100,000	\$100,000	\$100,000	
Total Premium & Claims Handling	\$482,713	\$509,949	\$543,368	\$560,426	3%
Est Projected Losses w/in Retentions (Lockton projection based on Historical	\$2,672,000	\$2,698,000	\$2,670,000	\$2,941,000	
Cost of Collateral - bond (estimated)	\$34,800	\$34,800	\$34,800	\$34,800	
Total Estimated Cost of Risk	\$3,189,513	\$3,242,749	\$3,248,168	\$3,536,226	9%
Estimated Cost per \$100 Payroll	\$3.9944	\$4.0484	\$3.9371	\$4.2925	9%
Notes	100% - upward adjustment only Bond amount - \$2,320,000 First year net of commission	100% - upward adjustment only Bond amount - \$2,320,000	100% - upward adjustment only Bond amount - \$2,320,000	100% - upward adjustment only Bond amount - \$2,320,000	
Kansas Guaranteed Cost Policy	N/A	N/A			
Estimated Annual Premium			\$590	\$551	
Employers Liability Limits			\$1M/\$1M/\$1M	\$1M/\$1M/\$1M	
8% commission included; will be removed at billing.					

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Approval is requested to issue a purchase order to PAR Electrical Contractors LLC, in the amount of \$61,050.96, for the replacement of two structures as part of the Transmission Pole H-Frame Replacement project for the Power & Light Department. **APPROVED**

Recommendations:

IPL staff recommends issuance of a purchase order.

Background:

This is part of the Transmission Pole Replacement project. On intervals of about 5 years, wood pole inspections are done to determine the suitability of the poles to sustain the required load. In the fall of 2021, such inspection was completed with a list of recommended replacements. These poles are in critical need of replacement and are integral to IPL system reliability.

The labor to replace these two H-frame structures was bid out due to the equipment requirements and labor being outside the IPL crew's capacity. The H-frame replacement construction has been deferred to contractors.

Five bids were received for the Transmission Pole H-Frame replacement project. PAR Electrical provided the lowest cost qualified bid with no exceptions. PAR Electrical bid of \$61,050.96 is \$13,949.04 below the engineering estimate of \$75,000.

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

Emergency Justification:**Fiscal Impact:**

The fiscal impact to the City is \$61,050.96. Funding for the Transmission H-Frame Replacement Project is included in the fiscal year 2022-2023 adopted budget, page number 243, account number 0207020-5406-202111-C, Transmission Pole Replacement Program, IPL Fund 020.

Council Action:

Department /	Power and Light /
Contact	

REVIEWERS

Khristina Irvine
Meagan Borth
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Transmission H Frame Replacement Bid Tabulation
2. Transmission HFrame Replacement AREA MAP

City of Independence
Invitation to Bid 24024 - Transmission H Frame Replacement

	PAR	BBC	Black & McDonald	B&L Electric	Altitude Energy
Not to Exceed Cost	\$61,050.96	\$69,927.00	\$98,195.96	\$207,573.03	\$287,202.38
Estimated Manhours	225	330	300	561	1510
Accepted T&C	Yes	Yes	Yes	Yes	Yes
Meets technical requirements	Yes	Yes	Yes	Yes	Yes
Percent of Estimated Labor Cost	81.4%	93.2%	130.9%	276.8%	382.9%

PAR is recommended for award

Estimated Labor Cost

\$ 75,000.00

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Approval is requested for Change Order #4 to PO 23000680 to PGAV Architects for \$85,090 to design a Concept Plan and Site Development Plan for a future community center. **APPROVED**

Recommendations:

Staff recommends approval of the Change Order.

Background:

Peckham, Guyton, Albers & Viets, Inc. (PGAV) was hired by the Parks, Recreation and Tourism Department to work with the City's Master Developers on a new community center. With this Change Order the new PO total would be \$568,970.00.

PGAV would collaborate with Copaken Brooks, Olsson Studio and Tessere Architects to develop site concept plans, site development plan, and a 3-dimensional model of the area within which a community center could be located. PGAV will also develop two interior renderings identifying building uses to include community center, museum, parking, park and plaza areas, and possible private development for potential uses of multifamily housing or a hotel.

Emergency Justification:**Fiscal Impact:**

Funding will be split between the Parks Improvement Sales Tax Fund and the Tourism Fund. \$56,727 is budgeted in 0126044-5226 on page 125 of the Adopted Budget Book and \$28,363 is budgeted in 0046062-5226 on page 133 of the Adopted Budget Book.

Council Action:

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

REVIEWERS

Morris Heide
Jeremy Cover
Meagan Borth

Zachary Walker
Susanne Holland

ATTACHMENTS:

1. PGAV Proposal - On Call Services CO#4 - Rec Center Design

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Approval is requested for Change Order #4 to PO 23000680 to PGAV Architects for \$85,090 to design a Concept Plan and Site Development Plan for a future community center. **APPROVED**

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Council Action:

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

REVIEWERS

Morris Heide
Jeremy Cover
Meagan Borth

Zachary Walker
Susanne Holland

ATTACHMENTS:

1. PGAV Proposal - On Call Services CO#4 - Rec Center Design

June 10, 2024

Mr. Morris Heide
Director, Parks, Recreation, and Tourism
City of Independence Missouri
416 W. Maple Ave
Truman Memorial Building
Independence, MO 64050

Re: City of Independence Community Center Concept Plan & Site Development Plan
Contract Amendment for Tourism and Museum Master Plan date November 9, 2022

Dear Morris,

PGAV (Peckham Guyton Albers & Viets, Inc.) is pleased to provide the following proposal for additional professional services to the City of Independence, Missouri. This scope adjustment is to provide a concept plan for a future community center as part of an ongoing master plan effort for Independence Square. In addition, PGAV will develop a 3-dimensional site concept of the 2-block area, approximate 9-acre site, identified by Olsson Studio within which the community center will be located.

1. PROJECT OVERVIEW

The purpose of this task is to develop concept plans of the community center and surrounding site using the community center program developed by Pros Consulting which can be shared with the community to gain support for an upcoming General Obligation Bond vote in the spring of 2025.

2. SCOPE OF SERVICES

The scope of services includes the following:

- Participation in 2 days of community center tours with City, Pros Consulting and other team members.
- Development of concept plans of the community center using Pros Consulting program and feedback from tours.
- 2-3 workshops to review plans and revise per comments by Owner and Pros Consulting.
- Development of concept plans of the site development to include building uses identified by Copaken Brooks and Olsson Studio. Building uses to include community center, museum, parking, park/plaza areas, and some private development, potential uses are multi-family housing or hotel.
- 2-3 workshops to review site plans and revise per comments by Owner, Copaken Brooks, and Olsson Studio.
- Coordination of modeling elements with Tessere Architects who is developing 3D model of Independence Square.

3. PROJECT SCHEDULE

PGAV will perform the services outlined over a twelve-week time period with the goal of Olsson Studio using them as part of their community engagement process in the fall of 2024.

4. DELIVERABLES

PGAV will produce a 3-dimensional model of the previously described site area and community center that can be incorporated into the Square model being prepared by Tessere. In addition, we will provide 2 interior renderings of the community center, views to be selected with the City.

5. COMPENSATION

PGAV will provide the scope of services outlined above for a fixed fee of **\$84,590**. We will bill for these services monthly as incurred. Any additional services requested by the City will be added to this agreement by written amendment and will be in accordance with our hourly rate schedule attached.

6. REIMBURSABLE SERVICES

In addition to fees, PGAV will bill for expenses directly related to the project including travel, expedited shipping, and printing. Expenses will be billed monthly at cost without markup. The estimated cost of expenses, based on the scope description, is \$500.

If you have any questions or need any additional information, please don't hesitate to call. If this contract amendment is acceptable, we would appreciate your assistance in preparing an official contract amendment. We look forward to working with you and your team on this exciting project.

Sincerely,



Jennifer S Goeke, RA

Cc: Steve Troester

Morris Heide
City of Independence

Date

PECKHAM GUYTON ALBERS & VIETS, INC.

STANDARD HOURLY BILLING RATES
JANUARY 1, 2024

Principal	\$ 235.00
Vice President	\$ 205.00
Practice Leader/Designer	\$ 195.00
Project Manager	\$ 185.00
Project Architect/Designer	\$ 155.00
Architect/Designer I	\$ 140.00
Architect/Designer II	\$ 130.00
Intern/Draftsman	\$ 90.00
Administrative	\$ 85.00

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to issue a purchase order to Northstar Technologies, LLC for an amount not to exceed \$90,000, authorizing future change orders for an amount not to exceed \$9,000, for a Stormwater Management and Engineering Services Contract. **APPROVED**

Recommendations:

Council approval is recommended.

Background:

Approval of this item will enact a 1-year contract for stormwater management and engineering services with independent contractor, Northstar Technologies, LLC.

Ted Martin, P.E. with Northstar Technologies, LLC has completed his annual contract and has been providing stormwater management services to the City since 2002. These services include administering watershed studies, investigating resident complaints, planning capital improvement projects, assisting with geographical information system development, reviewing capital improvement designs, assisting with maintenance projects, evaluating environmental and permitting improvements, and designing small drainage systems. This independent contractor reports to the Director(s) of Municipal Services.

Emergency Justification:**Fiscal Impact:**

The fiscal impact to the City is \$99,000 including contingency. Funding for storm water professional engineering services is included in the FY 25 proposed budget, page number 173, Storm Sales Tax Fund 013, account number 0135261-5226.

Council Action:

**Department /
Contact**

Municipal Services /

REVIEWERS

Lisa Reynolds

Jeremy Cover

Meagan Borth
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. 2024 Northstar Tech Independent Contractor Agreement

**CONTRACT WITH INDEPENDENT CONTRACTOR
WITH PROVISIONS FOR TERMINATION WITH OR WITHOUT CAUSE**

INDEPENDENT CONTRACTOR AGREEMENT

Independent contractor agreement made July 1, 2024, between the City of Independence, a municipal corporation organized and existing under the laws of Missouri, with its principal office located at 111 East Maple Street, Independence, Jackson County, Missouri (the "City"), and Northstar Technologies, LLC, of 19750 Birch, Stilwell, Johnson County, Kansas (the "independent contractor").

SECTION ONE. WORK TO BE PERFORMED

The City and the independent contractor agree that the independent contractor will perform the following work in accordance with this agreement and as further described in

Task 1: Assist the Municipal Services Department (MS) with reviews of both public and private stormwater related plans, reports, construction documents, and permits.

Task 2: Review, coordinate, and administrate Capital Improvement Program (CIP) storm drainage improvement projects with consultants, MS staff, other City departments, other communities (when applicable), and the public.

Task 3: Prepare and advise MS's on the storm water CIP budget.

Task 4: Monitor, manage, and oversee the CIP storm drainage projects design development.

Task 5: Assist and participate in the implementation of the City's NPDES permit.

SECTION TWO. TERMS OF PAYMENT

The independent contractor shall be paid by the City according to the following terms and conditions:

For services performed, the City shall pay the contractor a rate of \$120.00 per hour with a total amount not to exceed \$90,000.00 per year; subject to annual review and contract renewal.

Invoices shall be submitted monthly by the contractor and are due payable by the City within thirty (30) days of the City's receipt.

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

SECTION THREE. EXPENSES

Mileage expenses to and from the City and in performance of the work shall be invoiced to the City but not to exceed the published IRS rate. The City shall not be liable to the independent contractor for any other expenses paid or incurred by the independent contractor unless otherwise agreed to in writing.

SECTION FOUR. MATERIAL, SUPPLIES, EQUIPMENT AND TOOLS

Except for office space, supplies, and equipment provided by the City for the work in the City, the independent contractor shall supply, at its own expense, all materials, supplies, equipment and tools required to accomplish the work agreed to be performed in accordance with this agreement.

SECTION FIVE. PAYROLL TAXES

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

SECTION SIX. FRINGE BENEFITS

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

SECTION SEVEN. WORKER'S COMPENSATION

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

SECTION EIGHT. TERM OF AGREEMENT

This agreement shall commence on July 1, 2024 and shall terminate on June 30, 2025.

SECTION NINE. TERMINATION WITHOUT CAUSE

Either party may terminate this agreement by giving thirty [30] days' written notice to the other of its intent to terminate this agreement. Such termination may be made with or without cause. During the thirty [30]-day period after such notice is sent, the parties shall continue to act toward each other in good faith.

SECTION TEN. TERMINATION WITH CAUSE

Either party may terminate this agreement with reasonable cause effective immediately upon the giving of written notice of the termination. The grounds for reasonable cause shall include: material violation of this agreement or any act exposing the other party to liability for personal injury or property damage.

SECTION ELEVEN. NON-WAIVER

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

SECTION TWELVE. NO AUTHORITY TO BIND CITY

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

SECTION THIRTEEN. COMPLIANCE WITH LAWS

The independent contractor represents that it has complied with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this agreement.

SECTION FOURTEEN. NOTICES

Any notice given in connection with this agreement shall be given in writing and delivered either by hand to the party or by certified mail, return receipt requested, or by fax to the party at that party's address stated at the top of this agreement. Any party may change its notice address by giving notice of the change in accordance with this section. Any notice sent to the City should be sent to the attention of the Director of Municipal Services and to the City Clerk.

SECTION FIFTEEN. ASSIGNMENT OF CONTRACT

The independent contractor shall not be allowed to assign this agreement in whole or in part. Any attempt to assign this agreement shall be null and void.

SECTION SIXTEEN. CHOICE OF LAW

Any dispute under this agreement or related to this agreement shall be decided in accordance with the laws of the state of Missouri.

SECTION SEVENTEEN. ENTIRE AGREEMENT

This is the entire agreement between the parties and cannot be changed or modified orally. This agreement may be supplemented, amended or revised only by a writing that is signed by each of the parties.

SECTION EIGHTEEN. CONFIDENTIAL INFORMATION

The independent contractor agrees that any information received by the independent contractor during any furtherance of the independent contractor's obligations under this contract which concerns the personnel, financial or other affairs of the City will be treated by the independent contractor in full confidence and will not be revealed to any other persons firms or organizations.

SECTION NINETEEN. SEVERABILITY

If any part of this agreement is held to be unenforceable, the rest of this agreement shall nevertheless remain in full force and effect.

SECTION TWENTY STANDARD OF CARE

The independence contractor 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. The independent contractor's shall perform its services in accordance with the standard practice ordinarily exercised under the same or similar circumstances by members of the engineering profession. There is no other warranty, express or implied, given by the independent contractor.

SECTION TWENTY-ONE LIABILITY AND INDEMNIFICATION

The City agrees to defend, indemnify, and hold harmless independent contractor from and against legal liability for all claims, losses, damages, and expenses arising from independent contractor's professional engineering services.

SECTION TWENTY-TWO INSURANCE

During the performance of the Services under this AGREEMENT, the independent contractor shall maintain the following insurance:

- (1) General Liability Insurance, with bodily injury limits of \$1,000,000 for each occurrence and \$2,000,000 aggregate, and with property damage limits of \$1,000,000 for each occurrence and \$1,000,000 aggregate.
- (2) Automobile Liability Insurance, with bodily injury limits of \$100,000 for each person and \$300,000 for each accident, and with property damage limits of \$100,000 for each accident.

The independent contractor shall furnish City certificates of insurance, which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to City.

SECTION TWENTY-THREE OWNERSHIP AND USE OF DOCUMENTS

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by the independent contractor as instruments of service shall be the property of the City. The City agrees, to the fullest extent permitted by law, to indemnify and hold the independent contractor harmless from any claim, liability or cost (including reasonable attorneys' fees and defense costs) arising or allegedly arising out of any unauthorized reuse or modification of the construction documents by the City or any person or entity that acquires or obtains the instruments of service from or through the City without the written authorization of the independent contractor.

The parties have executed this agreement at City Hall on July 1, 2024.

Contractor:
NORTHSTAR TECHNOLOGIES, LLC

A handwritten signature in blue ink, appearing to read "Ted Martin", with a horizontal line extending to the right.

Ted A. Martin, P.E., CFM
President

CITY OF INDEPENDENCE

By: _____
City Manager

ATTEST

City Clerk

APPROVED AS TO FORM

City Counselor

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to expend \$87,900 in purchase orders for fiscal year 2024-2025 to ESRI, for software licensing. **APPROVED**

Recommendations:

Council approval is recommended to issue a purchase order.

Background:

ESRI licenses and software maintenance are required to continue using GIS products such as ArcGIS and is required for using Cityworks. This software is used throughout the City to document and track assets and assist in departmental operations.

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

Emergency Justification:**Fiscal Impact:**

The fiscal impact to the City is \$87,900. Funding for ESRI Licensing is included in the FY24/25 budget, page number 158, account number 0954220-5225, Internal Service Fund-Technology Services.

Council Action:

Department / Contact	Technology Services /
---------------------------------	-----------------------

REVIEWERS

Jason Newkirk
Jeremy Cover
Meagan Borth
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. ESRI Quote
2. ESRI Quote



Esri Inc
380 New York Street
Redlands CA 92373

Subject: Renewal Quotation

Date: 04/29/2024
To: Jason Newkirk
Organization: City of Independence
Technology Services
Fax #: **Phone #:** 816-325-7046

From: Francisco L Mejia
Fax #: **Phone #:** + 19093694281 Ext. 4281
Email: fmejia@esri.com

Number of pages transmitted
(including this cover sheet): 4

Quotation #26209833
Document Date: 04/29/2024

Please find the attached quotation for your forthcoming term. Keeping your term current may entitle you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services.

If your quote is regarding software maintenance renewal, visit the following website for details regarding the maintenance program benefits at your licensing level
<http://www.esri.com/apps/products/maintenance/qualifying.cfm>

All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date.

Please note: Certain programs and license types may have varying benefits. Complimentary User Conference registrations, software support, and software and data updates are not included in all programs.

Customers who have multiple copies of certain Esri licenses may have the option of supporting some of their licenses with secondary maintenance.

For information about the terms of use for Esri products as well as purchase order terms and conditions, please visit
<http://www.esri.com/legal/licensing/software-license.html>

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 option 5.

Quotation

Date: 04/29/2024

Quotation Number: 26209833

Contract Number: SMALL GOVT ELA US

City of Independence
Technology Services
223 N Memorial Dr
Independence MO 64050-3013

Attn: Jason Newkirk

Email: jnewkirk@indepmo.org

Phone: 816-325-7031

Customer Number: 470255

For questions regarding this document, please contact Customer Service at 888-377-4575.

Send Purchase Orders To:

Environmental Systems Research Institute, Inc.
380 New York Street
Redlands, CA 92373-8100
Attn: Francisco L Mejia

Please include the following remittance address on your Purchase Order:

Environmental Systems Research Institute, Inc.
P.O. Box 741076
Los Angeles, CA 90074-1076

Item	Qty	Material#	Unit Price	Extended Price
Per the terms and conditions in your Esri Enterprise License Agreement, your organization is required to provide an annual usage report. This report should detail all deployments made under this agreement for your previous term, and should be provided to Esri as an Excel spreadsheet. The annual usage report must include actual license counts by product, licensee, and location. Please return your report via email to ea_usage_reports@esri.com. Thank you in advance for your prompt attention to this matter.				
10	1	159166 ArcGIS Hub Premium ArcGIS Online Community Annual Subscription Start Date: 07/29/2024 End Date: 07/28/2025 Subscription ID: 1100238878	5,000.00	5,000.00
1010	1	187643 ArcGIS Advanced Editing User Type Extension for ArcGIS Enterprise Annual Subscription Start Date: 07/29/2024	400.00	400.00

Please note Esri has introduced a price change and this quote reflects current pricing for your organization. It is important to us that we are able to continue to deliver value through enhancements to products, solutions, and capabilities.

Your renewal provides access to all the benefits you are familiar with, which you can review at <https://go.esri.com/maintenance>
For questions related to the price change, please reach out to your assigned Esri Account Manager.

Quotation is valid for 90 days from document date.

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

To expedite your order, please reference your customer number and this quotation number on your purchase order.



esri[®]

380 New York Street
Redlands, CA 92373
Phone: + 190936942814281

Quotation

Page 2

Date: 04/29/2024

Quotation Number: 26209833

Contract Number: SMALL GOVT ELA US

Item Qty Material#

Unit Price

Extended Price

End Date: 07/28/2025

Item Subtotal	5,400.00
Estimated Tax	0.00
Total	USD 5,400.00

DUNS/CEC: 06-313-4175 CAGE: 0AMS3



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380 New York Street
Redlands, CA 92373
Phone: + 190936942814281

Quotation

Page 3

Date: 04/29/2024	Quotation No: 26209833	Customer No: 470255	Contract No: SMALL GOVT ELA US
Item	Qty	Material#	

Renew online by using a credit card, purchase order, or by requesting an invoice at <https://www.esri.com/en-us/quote-order/renew>.

If there are any changes required to your quotation please respond to this email and indicate any changes in your invoice authorization.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <http://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <http://assets.esri.com/content/dam/esrisites/media/legal/ma-full/ma-full.pdf> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <http://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, EA, GSA, BPA) on your ordering document.

USD_____ plus sales tax, if applicable.

Please check one of the following:

____ I agree to pay any applicable sales tax.

____ I am tax exempt. Please contact me if Esri does not have my current exempt information on file.

Signature of Authorized Representative

Date

Name (Please Print)

Title



Esri Inc
380 New York Street
Redlands CA 92373

Subject: Renewal Quotation

Date: 04/29/2024
To: Jason Newkirk
Organization: City of Independence
Technology Services
Fax #: **Phone #:** 816-325-7046

From: Francisco L Mejia
Fax #: **Phone #:** + 19093694281 Ext. 4281
Email: fmejia@esri.com

Number of pages transmitted
(including this cover sheet): 4

Quotation #26209832
Document Date: 04/29/2024

Please find the attached quotation for your forthcoming term. Keeping your term current may entitle you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services.

If your quote is regarding software maintenance renewal, visit the following website for details regarding the maintenance program benefits at your licensing level
<http://www.esri.com/apps/products/maintenance/qualifying.cfm>

All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date.

Please note: Certain programs and license types may have varying benefits. Complimentary User Conference registrations, software support, and software and data updates are not included in all programs.

Customers who have multiple copies of certain Esri licenses may have the option of supporting some of their licenses with secondary maintenance.

For information about the terms of use for Esri products as well as purchase order terms and conditions, please visit
<http://www.esri.com/legal/licensing/software-license.html>

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 option 5.

Quotation

Date: 04/29/2024

Quotation Number: 26209832

Contract Number: SMALL GOVT ELA US

City of Independence
Technology Services
223 N Memorial Dr
Independence MO 64050-3013

Attn: Jason Newkirk

Email: jnewkirk@indepmo.org

Phone: 816-325-7031

Customer Number: 470255

For questions regarding this document, please contact Customer Service at 888-377-4575.

Send Purchase Orders To:

Environmental Systems Research Institute, Inc.
380 New York Street
Redlands, CA 92373-8100
Attn: Francisco L Mejia

**Please include the following remittance address
on your Purchase Order:**

Environmental Systems Research Institute, Inc.
P.O. Box 741076
Los Angeles, CA 90074-1076

Item	Qty	Material#	Unit Price	Extended Price
Per the terms and conditions in your Esri Enterprise License Agreement, your organization is required to provide an annual usage report. This report should detail all deployments made under this agreement for your previous term, and should be provided to Esri as an Excel spreadsheet. The annual usage report must include actual license counts by product, licensee, and location. Please return your report via email to ea_usage_reports@esri.com. Thank you in advance for your prompt attention to this matter.				
10	1	168180	82,500.00	82,500.00
Populations of 100,001 to 125,000 Small Government Enterprise Agreement Annual Subscription				
Start Date: 07/29/2024				
End Date: 07/28/2025				
Subscription ID: 1100238878				

Please note Esri has introduced a price change and this quote reflects current pricing for your organization. It is important to us that we are able to continue to deliver value through enhancements to products, solutions, and capabilities.

Your renewal provides access to all the benefits you are familiar with, which you can review at <https://go.esri.com/maintenance>
For questions related to the price change, please reach out to your assigned Esri Account Manager.

Quotation is valid for 90 days from document date.

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

To expedite your order, please reference your customer number and this quotation number on your purchase order.



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380 New York Street
Redlands, CA 92373
Phone: + 190936942814281

Quotation

Page 2

Date: 04/29/2024

Quotation Number: 26209832

Contract Number: SMALL GOVT ELA US

Item Qty Material#

Unit Price

Extended Price

Item Subtotal	82,500.00
Estimated Tax	0.00
Total	USD 82,500.00

DUNS/CEC: 06-313-4175 **CAGE:** 0AMS3



esri[®]

380 New York Street
Redlands, CA 92373
Phone: + 190936942814281

Quotation

Page 3

Date: 04/29/2024	Quotation No: 26209832	Customer No: 470255	Contract No: SMALL GOVT ELA US
Item	Qty	Material#	

Renew online by using a credit card, purchase order, or by requesting an invoice at <https://www.esri.com/en-us/quote-order/renew>.

If there are any changes required to your quotation please respond to this email and indicate any changes in your invoice authorization.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <http://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <http://assets.esri.com/content/dam/esrisites/media/legal/ma-full/ma-full.pdf> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <http://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, EA, GSA, BPA) on your ordering document.

USD_____ plus sales tax, if applicable.

Please check one of the following:

_____ I agree to pay any applicable sales tax.

_____ I am tax exempt. Please contact me if Esri does not have my current exempt information on file.

Signature of Authorized Representative

Date

Name (Please Print)

Title

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to expend \$164,306.89 in purchase orders for fiscal year 2024-2025 to Azteca Systems LLC, for Cityworks software licensing. **APPROVED**

Recommendations:

Staff recommends approval of this item.

Background:

The City of Independence is in need of purchasing annual software licensing for Cityworks. Cityworks is the documentation and tracking platform for departmental operations. Leveraging a GIS foundation, it provides City staff operational insights and capital planning. Cityworks is one of the primary work management applications for many City departments.

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

Emergency Justification:**Fiscal Impact:**

The fiscal impact to the City is \$164,306.89. Funding for Cityworks Licensing is included in the FY24/25 budget, page number 158, account number 0954220-5225, Internal Service Fund-Technology Services.

Council Action:

Department / Contact	Technology Services /
---------------------------------	-----------------------

REVIEWERS

Jason Newkirk
Jeremy Cover
Meagan Borth
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Cityworks Quote

Contact Information

Contact Name:	Jason Newkirk	Prepared By Name:	Kristi Ross
Customer:	Independence (MO), City of	Prepared By Phone:	(916) 294-2234
Contact Address:	111 E. Maple Avenue Independence, MO 64050	Prepared By Email:	kristi_ross@trimble.com

Quote Lines

Product Name	Quantity	Net Unit Price
AMS ELA Premium	1.00	USD 122,533.95
Respond - AMS	1.00	USD 0.00
Mobile Native Apps (iOS/Android) - AMS	1.00	USD 0.00
Storeroom	1.00	USD 0.00
Equipment Checkout	1.00	USD 0.00
Contracts	1.00	USD 0.00
Cityworks for Excel	1.00	USD 0.00
Cityworks Analytics - AMS	1.00	USD 0.00
eURL - AMS	1.00	USD 0.00
Operational Insights	1.00	USD 0.00
Workload - AMS	1.00	USD 0.00
Web Hooks - AMS	1.00	USD 0.00
CCTV Interface for PACP	1.00	USD 0.00
Pavement Management	1.00	USD 0.00
Performance Budgeting	1.00	USD 0.00
Service Request API	1.00	USD 0.00
Citizen Engagement API	1.00	USD 0.00
Work Order API - Basic	1.00	USD 0.00
Work Order API - Extended	1.00	USD 0.00
Inspection API	1.00	USD 0.00
Metrics API	1.00	USD 0.00
Storeroom API	1.00	USD 0.00
PLL ELA Custom	1.00	USD 41,772.94
Mobile Native Apps (iOS/Android) - PLL	1.00	USD 0.00
eURL - PLL	1.00	USD 0.00

Product Name	Quantity	Net Unit Price
Public Access - PLL	1.00	USD 0.00
Cityworks Analytics - PLL	1.00	USD 0.00
TOTAL:		USD 164,306.89

Maintenance Start Date: 8/1/2024 **Maintenance End Date:** 7/31/2025

Quote Notes:

Terms and Conditions

Payment Terms

Payment due within 30 days

IF YOUR ORGANIZATION REQUIRES A PURCHASE ORDER, PLEASE CONTACT YOUR FINANCE DEPARTMENT TO BEGIN THE APPROVAL PROCESS TO AVOID PAYMENT DELAYS.

All quotations are valid for ninety-days (90) from the date above, unless otherwise stated in this quotation form. All prices quoted are in USD, unless specifically provided otherwise, above. These prices and terms are valid only for items purchased for use and delivery for the Customers listed above.

Unless otherwise referenced, this quotation is for the Cityworks software products referenced above only. Pricing for implementation services (installation, configuration, training, etc.), or other software applications is provided separately and upon request.

The procurement, installation and administration of the Esri software or any other third-party software utilized in conjunction with Cityworks will be the responsibility of the Customer.

For "on-prem" installations, the procurement, installation and administration of the RDBMS utilized in conjunction with Cityworks will be the responsibility of the Customer. Currently, Cityworks supports Oracle and SQL Server. The procurement, installation and administration of the infrastructure (hardware and networking) utilized in conjunction with Cityworks will be the responsibility of the Customer.

This quotation and the pricing information herein is confidential and proprietary and may not be copied or released other than for the express purpose of the current system Software and Product selection and purchase. This information may not be given to outside parties or used for any other purpose without written consent from Azteca Systems, LLC or unless otherwise specifically permitted by law. If a "public access" or similar request is made, Customer, shall notify Azteca Systems, prior to any disclosure.

Software Licensing

All Azteca Systems software offered in this quotation are commercial off-the-shelf (COTS) software developed at private expense, and is subject to the terms and conditions of the signed "Cityworks Software License and Maintenance Agreement" ("Agreement") and any and all addendums or amendments thereto. A fully executed copy of the Agreement and any addendum(s) is required before delivery and installation and usage of the software is subject to the terms of the current license agreement.

The terms and conditions of the executed Cityworks Software License Agreement apply to this Quote unless otherwise specifically stated herein. Any additional or conflicting terms set forth in any purchase orders, invoices, or other standard form documents exchanged during the ordering process, other than product descriptions, quantities, pricing, and dates are void and of no effect.

Delivery method is by way of download through Azteca Systems, LLC. customer support web portal.

Taxes

Prices quoted do not include any applicable state, sales, local, or use taxes unless so stated. In preparing your budget and/or Purchase Order, please allow for any applicable taxes, including, sales, state, local or use taxes as necessary. Azteca Systems reserves the right to collect any applicable sales, use or other taxes tax assessed by or as required by law. Azteca Systems reserves the right to add any applicable tax to the invoice, unless proof with the order is shown that your organization or entity is tax exempt or if it pays any applicable tax directly.

International Customers

These items are controlled by the U.S. government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

Your signature indicates your acceptance of this Quote, and that you have read and accepted the Terms and Conditions set forth above.

Accepted by:

Title

____/____/____
Date

Azteca Systems, LLC - Cityworks | 11075 South State Street Suite 24, Sandy, UT 84070 | Corporate Main 801-523-2751 | Corporate Fax 801-523-3734

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to expend \$112,800 in purchase orders for fiscal year 2024-2025 to Riverside Technologies, for managed IT services. **APPROVED**

Recommendations:**Background:**

This agreement with Riverside Technologies (RTI) is the annual renewal for the outsourced Technology Services Help Desk and adds an additional support to that contract focused on security and operations of our Microsoft Azure cloud-based services such as email, user accounts, and the growing list of cloud-based services utilized across the city.

The outsourced Help Desk has resulted in significant efficiency gains for the City. Technology Services receives approximately 6500 help desk tickets annually. The outsourced help desk provides the initial contact and information gathering on most help desk tickets and is able to resolve many of these requests without escalating to Technology Services staff. This saves significant staff time which results in more time being spent on technology improvements.

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

Emergency Justification:**Fiscal Impact:**

The fiscal impact to the City is \$112,800. Funding for IT services is included in the FY24/25 budget, page number 158, account number 0954220-5225, Internal Service Fund-Technology Services.

Council Action:

Department / Contact	Technology Services /
---------------------------------	-----------------------

REVIEWERS

Jason Newkirk
Jeremy Cover
Meagan Borth
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Quote



City of Independence - RTI Managed Services - July 1 2024 - June 30 2025

Quote #MB116424 v1

Prepared For:

City of Independence

Bill To
Chris Johnson
111 E Maple Avenue

Independence, MO 64050

P:
E: cajohnson@indepmo.org

Contract:

Prepared by:

North Sioux City

Chris Slump
105 Gateway Drive
North Sioux City, South Dakota 57049

P: 866.804.4388
E: mbreece@1RTI.com

Date Issued:

06.17.2024

Expires:

07.17.2024

City of Independence - RTI Managed Services - July 1 2024 - June 30 2025		Price	Qty	Ext. Price
RTMSP-T0002	RTI AZURE and Microsoft M365 Services (Annual)(Per executed SOW)	\$64,800.00	1	\$64,800.00
RTMSP-T0001	RTI Managed Help Desk Services (Annual) (Per executed SOW)	\$48,000.00	1	\$48,000.00
			Subtotal:	\$112,800.00

Quote Summary		Amount
City of Independence - RTI Managed Services - July 1 2024 - June 30 2025		\$112,800.00
		Total: \$112,800.00

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to expend \$101,931 on kitchen and dining room furniture and equipment for the Palmer Center from Stafford-Smith, Inc. **APPROVED**

Recommendations:

Staff recommends approval.

Background:

The Mid America Regional Council (MARC) grant helps fund the City's Senior Adult Nutrition Site Program offered through the Parks|Recreation|Tourism Department's Senior Adult Services Division. The Palmer Center offers this program to area seniors, 60 years and over and their spouses, as well as disabled individuals, 18 years and older. Lunches are offered at the Palmer Center Monday through Friday. Home delivered meals are available to homebound individuals meeting program guidelines.

Council approved Ord.19479, on September 5, 2023, accepting the grant for \$89,417. An amendment to the grant was approved by Ord. 19536, on April 4, 2024, to increase the grant amount to \$184,702. The additional amount is for furniture and equipment for the Palmer Center dining room and kitchen. Due to price increases since the original quotes were obtained and awarded, the MARC grant will cover \$89,931 of the \$101,931 total.

Emergency Justification:**Fiscal Impact:**

The Fiscal Impact to the City is \$101,931. Funding split as follows: MARC Grant funds \$89,931 out of 0156050-5405-MARCS and \$12,000 budgeted in account 0126043-5405, page 124 of the FY 2024 Adopted Budget Book.

Council Action:

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

REVIEWERS

Morris Heide
Jeremy Cover
Meagan Borth
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Quote for Equipment from MARC FY24
2. MARC Amended Grant FY24 Senior Site

Project:

The Palmer Center
ATTN: Cheryl DeHaan
218A N. Pleasant St.
Independence, MO 64050

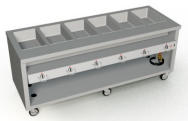
From:

Stafford Smith, Inc.
Mark Burden
2241 S. Watson Rd
Suite 151
Arlington , Tx 76010
2693431240 1111
469-862-5429 2501 (Contact)

Job Reference Number: 83329

Due to the global supply chain issues and subsequent freight issues, Stafford Smith is not responsible for any unforeseen surcharges, price increases and other increases in cost after the order is placed. These costs will be passed along to the customer.

Item	Qty	Description	Sell	Sell Total
SSI SOURCEWELL CONTRACT # 063022-STF				
1	1 ea	HOT FOOD SERVING COUNTER / TABLE Duke Manufacturing Model No. TEHF-88SS Thurmaduke™ Hot Food Unit, mobile, electric, 88"W x 32"D x 36"H, 16ga stainless steel top, (6) stainless steel heat wells, drains, copper manifolds, (1) valve, thermostats, dish shelf, 20ga stainless steel body & undershelf, 5" swivel casters & brakes, 6 ft cord with plug, cULus, UL EPH Classified (NOTE: Electric values & plug configurations change for 3 phase or when adding electric options - Contact Factory for more info)	\$9,384.10	\$9,384.10
	1 ea	TEHF88-208-3 208v/60/3-ph, 5400 watts, 15.0 amps	\$187.76	\$187.76
	1 ea	ILD Internal Locking Device (on both ends), stainless steel pin & latch line up device under countertop, per unit price (Note: Units required to be portable)	\$171.85	\$171.85
	1 ea	SOLID-FX-6CU Tray Slide, customer's side, 88" W x 12-1/4" D, solid stainless steel, on fixed brackets, with (2) 1/8" die-formed rubbing tracks, & mounted 34" high (specify any special height)	\$924.49	\$924.49
	1 ea	442-6S-FX-OP Cutting Board/Shelf, operator's side, 7"D, 18ga stainless steel shelf, (3) fixed brackets, shelf mounted flush to counter top (No hinged brackets)	\$672.28	\$672.28
	1 ea	CORD-8 8 ft. cord & plug	\$47.74	\$47.74
	1 ea	E-OP2 Electric outlet, mounted in base, with galvanized junction box, duplex or single receptacle & stainless steel cover, wired to existing power source	\$221.18	\$221.18
	1 ea	TS560-88 Thurmaduke™ Designer Sneeze Guard, 87-3/4"W x 13"D x	\$2,405.89	\$2,405.89



Item	Qty	Description	Sell	Sell Total
		18"H, service style, flip-up front glass, painted end panels & shelf & 1/4" acrylic end guards, cULus, UL EPH Classified		
	1 ea	SSS Stainless Steel Shelf, in lieu of standard painted steel		
	1 ea	SSE Stainless Steel Ends, in lieu of standard painted steel	\$81.95	\$81.95
	1 ea	LED-6 LED Lights, mounted under shelf, wired to base, for 86-1/2" long models, 120v/60/1-ph	\$974.61	\$974.61
		Note: This counter will have (2) cords/plugs. One for 208V/3P hot wells, and one for 120V/1P LED lights.		
		ITEM TOTAL:		\$15,071.85
2	1 ea	SERVING COUNTER, COLD FOOD	\$8,882.87	\$8,882.87
		Duke Manufacturing Model No. TCM-74SS-N7 Thurmaduke™ Cold Food Unit, mobile, 74"W x 32"D x 36"H, 16ga stainless steel top, NSF 7 stainless steel mechanical cold pan, 8" deep, 70-1/2" x 21-3/4" liner, 1" drain line & valve, stainless steel body & undershelf, 5" dia. swivel casters & brakes, R448a, 120v/60/1-ph, 6.78 amps, NEMA 5-15P, cULus, UL EPH Classified		
	1 ea	ILD Internal Locking Device (on both ends), stainless steel pin & latch line up device under countertop, per unit price (Note: Units required to be portable)	\$171.85	\$171.85
	1 ea	SOLID-FX-5CU Tray Slide, customer's side, 74" W x 12-1/4" D, solid stainless steel, on fixed brackets, with (2) 1/8" die-formed rubbing tracks, & mounted 34" high (specify any special height)	\$809.92	\$809.92
	1 ea	CORD-8 8 ft. cord & plug	\$47.74	\$47.74
	1 ea	E-OP2 Electric outlet, mounted in base, with galvanized junction box, duplex or single receptacle & stainless steel cover, wired to existing power source	\$221.18	\$221.18
	1 ea	TS530-74-1SN Thurmaduke™ Designer Sneeze Guard, 73-3/4"W x 13"D x 18"H, single service buffet style, flip-up acrylic, painted end panels, 13" wide shelf & 1/4" acrylic end guards, cULus, UL EPH Classified	\$2,222.11	\$2,222.11
	1 ea	SSS Stainless Steel Shelf, in lieu of standard painted steel		
	1 ea	SSE Stainless Steel Ends, in lieu of standard painted steel	\$81.95	\$81.95
	1 ea	LED-5 LED Lights, mounted under shelf, wired to base, for 72-1/2" long models, 120v/60/1-ph	\$957.11	\$957.11
		Note: Cold pan and LED plug into base duplex receptacle, which has 8 ft cord/plug.		
		ITEM TOTAL:		\$13,394.73
3	1 ea	SERVING COUNTER, UTILITY	\$4,458.54	\$4,458.54
		Duke Manufacturing Model No. TST-74SS Thurmaduke™ Solid Top Unit, mobile utility counter, 74"W x 32"D x 36"H, 16ga stainless steel top, 20ga stainless steel body & undershelves, 5" dia. gray poly swivel casters & brakes, NSF		

Item	Qty	Description	Sell	Sell Total
	1 ea	ILD Internal Locking Device (on both ends), stainless steel pin & latch line up device under countertop, per unit price (Note: Units required to be portable)	\$171.85	\$171.85
	1 ea	SOLID-FX-5CU Tray Slide, customer's side, 74" W x 12-1/4" D, solid stainless steel, on fixed brackets, with (2) 1/8" die-formed rubbing tracks, & mounted 34" high (specify any special height)	\$809.92	\$809.92
	1 ea	TS530-74-1SN Thurmaduke™ Designer Sneeze Guard, 73-3/4"W x 13"D x 18"H, single service buffet style, flip-up acrylic, painted end panels, 13" wide shelf & 1/4" acrylic end guards, cULus, UL EPH Classified	\$2,222.11	\$2,222.11
	1 ea	SSS Stainless Steel Shelf, in lieu of standard painted steel		
	1 ea	SSE Stainless Steel Ends, in lieu of standard painted steel	\$81.95	\$81.95
	1 ea	LED-5 LED Lights, mounted under shelf, wired to base, for 72-1/2" long models, 120v/60/1-ph	\$957.11	\$957.11
ITEM TOTAL:				\$8,701.48
4	1 ea	REACH-IN FREEZER	\$9,765.34	\$9,765.34
		 True Mfg. - General Foodservice Model No. STG3F-3S-HC SPEC SERIES® Freezer, reach-in, three-section, -10°F, (3) stainless steel doors with locks, cam-lift hinges, digital temperature control, (9) gray shelves, LED interior lights, stainless steel front, aluminum sides, aluminum interior, 5" castors, self-contained top-mounted refrigeration, R290 Hydrocarbon refrigerant, (2) 3/4 HP, 115v/60/1-ph, 13.8 amps, 9 ft. cord, NEMA 5-20P, cULus, UL EPH Classified, Made in USA		
	1 ea	7 year compressor warranty, 7 years parts warranty, 7 year labor warranty, standard. Visit www.truemfg.com for specifics.		
	1 ea	Three right door hinging		
	1 st	5" castors (set of 6), standard		
ITEM TOTAL:				\$9,765.34
4a	1 ea	FREE FREIGHT TO DESTINATION		
		True Food Service Equipment Model No. FREIGHT		
5	20 ea	FOLDING TABLE	\$646.78	\$12,935.60
		 Maywood Furniture Model No. DLORIG60RD Original Folding Table, round top, plastic laminated 5/8" plywood top (edge to be specified), black powder coated chassis, 60" dia., 30" high, metal glide caps std.		
	20 ea	Note: See freight document attached		
	20 ea	Laminate to be specified		
	20 ea	Edge to be specified		
ITEM TOTAL:				\$12,935.60
5a	1 ea	FOB FACTORY	\$1,459.50	\$1,459.50
		Maywood Furniture Model No. FREIGHT		

Item	Qty	Description	Sell	Sell Total
If lift gate is needed please add 225.00 to your PO				
			ITEM TOTAL:	\$1,459.50
6	100 ea	NUGRAIN CHAIR W/ARMS Daniel Paul Chair Model No. 3241 NuGrain Chair w/Arms Finish: DPC Satin Black Upholstery: DPC Grade 8 Archeptype	\$243.86	\$24,386.00
			ITEM TOTAL:	\$24,386.00
6a	40 ea	NUGRAIN CHAIR W/ARMS Daniel Paul Chair Model No. 3242 NuGrain Chair DPC Satin Black Upholstery: DPC Grade 8 Archeptype	\$188.06	\$7,522.40
			ITEM TOTAL:	\$7,522.40
6b	1 ea	FOB FACTORY Daniel Paul Chair Model No. FREIGHT	\$2,510.75	\$2,510.75
			ITEM TOTAL:	\$2,510.75
7	1 ea	SCOPE OF WORK Commercial Services, Inc. Model No. INSTALLATION Installation, Deliver all goods to the site, uncrate, set in place, remove existing serving units , if wanted uncrate all tables and chairs and stack. All final connections by others	\$5,948.25	\$5,948.25
			ITEM TOTAL:	\$5,948.25

Total

\$101,695.90



For more information, visit
[LEAF HRFG Credit Application](#)
 or contact:

ERIC CHESSER

Office: 410-933-8138

Mobile: 410-830-9497

echesser@leafnow.com

JOE BURNS

Office: 410-933-8138

Mobile: 410-977-2608

jburns@leafnow.com

ROB WASSON

Office: 410-933-8135

Mobile: 410-977-2607

rwasson@leafnow.com

Lease-to-Own

12-month term: \$8,964.49*

18-month term: \$6,131.25*

24-month term: \$4,716.66*

30-month term: \$3,868.51*

36-month term: \$3,305.12*

42-month term: \$2,903.42*

48-month term: \$2,603.42*

60-month term: \$2,185.44*

* Payments are subject to change based on credit approval.

TERMS: Upon receipt of application for business account, signed quote/purchase order and review by the credit department, the down payment and terms will be established and shared with the customer and account executive. Stafford-Smith reserves the right to progress bill for equipment as needed. This includes items shipped by the manufacturer to Stafford-Smith for storage and is not conditional upon being installed, mechanically connected or operational. You are welcome to inspect all stored materials.

Stafford-Smith, Inc. shall retain security interest in all equipment, parts, small wares, accessories, attachments, additions, and any replacements of the above that have been installed, affixed to or used in connection with the items specified in this proposal until all amounts have been paid.

Should the Buyer sell or otherwise dispose of such collateral in violation of the terms of this agreement, Stafford-Smith, Inc. retains an interest in the proceeds from such transactions. Buyer authorizes Stafford-Smith, Inc. to file a financing statement describing the collateral and a copy of this agreement and/or the credit application may be filed as a security agreement for granting a secured interest in Buyer's inventory and sales proceeds thereof.

Past due amounts constitute a default and are subject to service charges of 1 ½% per month, collection costs, and attorney fees. Warranties are conditioned on your paying the full purchase price for the equipment.

In addition to non-payment, an act of default by the buyer will have occurred if the buyer fails to accept the order of goods or fails to perform any other covenants under this agreement. In the event of default, Stafford-Smith, Inc. may enter any business property and without breach of the peace take possession of any or all collateral and exercise our rights in the event of default of a secured party as specified under the Uniform Commercial Code. Should any disputes arise, Buyer also acknowledges and submits to jurisdiction in the State of Michigan and County of Kalamazoo.

Except as otherwise provided herein, this proposal does not include any applicable State or Federal taxes, any charge for electrical wiring or plumbing and is subject to acceptance by buyer and seller within thirty (30) days from the date of this quote and only in accordance with the terms stated.

When ordering drop-ship equipment, please be aware to inspect your order immediately upon receipt. You may request the driver wait, for a reasonable amount of time, while you inspect and they must comply to your request. If the driver refuses to wait, please mark the receipt "driver not willing to wait" and contact Stafford-Smith within (48) hours in order for a claim to be filed. If there is damage, you may refuse or you can accept and note the damage. Please take photos, if possible, to assist in filing the claim. You must keep all original cartons, even if you accept the damage, so Stafford-Smith can pursue a freight claim on your behalf. Please send the bill of lading and any additional documentation to your Stafford-Smith representative.

If you don't have time to inspect when delivered, you have up to (48) hours to inspect and notify us immediately if there is an issue so we can address the best way to handle the claim. If not notified within (48) hours, your claim may not be valid.

We have implemented a 3.0% surcharge on credit card transactions. As an alternative we also accept ACH, ECheck and wire transactions and you can pay directly from our website.

I agree to the terms hereof and offer to purchase described goods and services as proposed hereby.

Acceptance: _____ Date: _____
Printed Name: _____

AMENDMENT COMMUNITY CENTER SERVICES AGREEMENT
Contract #07670-CoIMO24

This First Amendment to the Agreement (the "Amendment"), by and between the Mid-America Regional Council, hereinafter referred to as "MARC", and the City of Independence, MO (hereinafter referred to as Contractor), with offices located at 111 E. Maple, Independence, Missouri, is effective this 1st day of February, 2024.

WITNESSETH:

WHEREAS, MARC and Contractor are parties to that certain Agreement dated as of July 1, 2023 (the "Agreement"); and

WHEREAS, MARC and Contractor wish to amend certain terms and provisions of the Agreement as set forth herein;

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements set forth in the Agreement and this Amendment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Definitions.** All capitalized terms used in this Amendment and not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.
 2. **Amendment.** Paragraph 3 of the Agreement, regarding **A. Maximum Obligation**, is hereby deleted in its entirety and replaced with the following:
 - A. **Maximum Obligation** - Contractor and MARC expressly understand and agree that in no event will the total compensation paid under this agreement exceed individual amounts for each type of service, as listed below, which shall constitute full and complete compensation for Contractor's services hereunder:
 - **Senior Center Administration -** **Not to exceed \$128,285***
Funded with Title IIIC1 and IIIC2; CFDA #93.045
 - **Transportation Service for Participants to and from the Center** - \$6.56/one-way trip **Not to exceed \$16,728**
Funded, in part, with Title IIIB; CFDA #93.044 & Social Services Block Grant, CFDA #93.667
 - **Home Delivered Meals Reassessments** - \$50/reassessment **Not to exceed \$6,000**
Funded, in part, with Title IIIC2; CFDA #93.045
 - **Frozen Home Delivered Meal Delivery** - \$1.73/frozen meal **Not to exceed \$23,689****
Funded, in part, with Title IIIC2, CFDA #93.045 & Social Services Block Grant, CFDA #93.667
 - **Evidence-based Disease Prevention/Health Promotion (DPHP) programs –**
Funded with Title IIID, CFDA #93.043, &/or Title IIIE, & 93.052 **Not to exceed \$10,000*****
- Total Contractual Commitment:** **Not to exceed \$184,702**

*Not more than \$45,741 may be used to pay for all the components of a new serving line; no more than \$15,480 may be used to pay for new dining room tables; no more than \$11,635 may be used to pay for a new freezer; and no more than \$22,429 may be used to pay for new dining room chairs. All will be purchased under either congregate nutrition Title IIIC1 and/or home delivered nutrition Title IIIC2 ARPA funds.

**Where applicable, reimbursement for picking up bulk orders of meals from the re-pack facility before completing last mile delivery will be a minimum of \$175/month, plus \$150 for each additional delivery over one (1) delivery, up to a maximum of \$625/month, for each month in which bulk frozen meals are picked up.

***These services include the delivery of group-based disease prevention and health promotion courses. The courses are licensed by entities approved by the Administration for Community Living and/or the Missouri Department of Health and Senior Services and are known to improve health and other outcomes among participants. Awards include the following compensation rates, specific to evidence-based programs:

Evidence-based DPHP program facilitation at \$50-100/completer
Evidence-based DPHP program training at \$500/Leader Training

For audit purposes, all voluntary contributions collected through the provision of any of these services will be considered federal funds.

Contractor, as a federal subrecipient, is responsible for a minimum of 25% of the total cost of these programs, except for evidence-based programs, in the form of in-kind contributions. Indirect costs may not exceed 10% de minimis of modified total direct costs (MTDC).

Where appropriate, Contractor shall be held fiscally responsible for noncompliance resulting in losses of perishable goods, and/or excessive trip/wait time as determined by MARC.

3. **Governing Law.** This Amendment shall be interpreted under and governed by the laws of the State of Missouri. Whenever there is no applicable state statute or decisional precedent governing the interpretation of this Amendment, the federal common law shall govern.

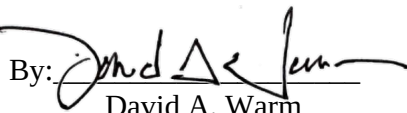
4. **Controlling Agreement.** To the extent that the terms and conditions of this Amendment conflict with the terms and conditions of the Agreement, this Amendment and the Agreement shall be deemed to conform to the terms and conditions of this Amendment.

5. **Binding Effect.** All the covenants, terms and conditions set forth in this Amendment shall be binding upon and shall inure to the benefit of all the parties hereto and their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have signed this Amendment effective as of the date first above written.

Mid-America Regional Council

City of Independence, MO

By: 
David A. Warm
Executive Director

By: _____

Printed Name: _____

Title: _____

Date: _____

Date: 2/14/2024

EXHIBIT A

**DETAIL OF FEDERAL FINANCIAL ASSISTANCE FUNDING
By Program and Code of Federal Domestic Assistance (CFDA) Number
State Fiscal Year 2024 Funding Allocation**

**As Passed to the Missouri Department of Health and Senior Services, which in Turn is Passed
through to MARC**

**Federal Awarding Agency: Department of Health and Human Services – Administration for
Community Living (ACL)**

Federal Award Name: Older Americans Act Title III

Part III-B: Supportive Services; CFDA #93.044; \$ 7,835
CFDA Title – Special Programs for the Aging Title III, Part B, Grants for Supportive Services and Senior Centers
Federal Awards – 2301MOOASS

Part III-C1 & IIIC2: Congregate Meals; CFDA #93.045 \$ 121,985
CFDA Title – Special Programs for the Aging Title III, Part C, Nutrition Services
Federal Awards – 2301MOOACM

Other HHS-Funded Programs:

**Federal Agency Name: Department of Health and Human Services/ Administration for
Children and Families (ACF)**

Federal Award Name: Social Services Block Grant

Social Services Block Grant: CFDA #93.667 \$ 885
CFDA Title – Social Services Block Grant

Total Amount of Federal Awards Obligated by this Action: tba

Total Amount of Federal Awards Obligated to Subrecipient Under this Agreement: \$130,705

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-737 A Resolution reappointing Councilmember Perkins and Councilmember Fears and appointing Councilmember Wiley to the Audit and Finance Committee **Res. No. 7018**

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

**Department /
Contact**

Council and Board /

REVIEWERS

Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Res for Perkins, Fears and Wiley 2024

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION REAPPOINTING COUNCILMEMBER PERKINS AND
COUNCILMEMBER FEARS AND APPOINTING COUNCILMEMBER WILEY TO THE
AUDIT AND FINANCE COMMITTEE.

WHEREAS, the City Council of the City of Independence, Missouri, did pursuant to Resolution No. 2746, passed on the 24th day of November, 1986, create the Audit and Finance Committee within and for the City of Independence, Missouri, said resolution also repealing Resolution No. 2312 and Resolution No. 2093; and,

WHEREAS, the City Council of the City of Independence, Missouri, did make certain changes to the provisions for the Audit and Finance Committee by the passage of Resolution No. 3168 on February 27, 1989, Resolution No. 3338 on December 19, 1989 and Resolution No. 5723 on January 3, 2012; and,

WHEREAS, two term expirations and one resignation have created three vacancies; and,

WHEREAS, the City Council deems it advisable to reappoint Councilmember Perkins and Councilmember Fears and appoint Councilmember Wiley because of their qualities of leadership, temperance, judgment, and interest in the area of assisting the external auditor and City Management Analyst in their work and to see that the best financial interest of the City are served; and,

WHEREAS, said individuals are duly qualified to so serve, according to the Charter and ordinances of the City; and

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

SECTION 1. That the City Council of the City of Independence, Missouri, hereby appoints the following individual(s) to the Audit and Finance Committee of the City of Independence, Missouri, to serve without compensation for the indicated term or until duly succeeded by another person properly appointed and qualified:

<u>Name</u>	<u>Term Expiration</u>
John Perkins	6/30/2026
Jared Fears	6/30/2026
Heather Wiley	6/30/2026

PASSED THIS ____ DAY OF JULY 2024 BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

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

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-738 A Resolution appointing Leigh Phillips to the Planning Commission **Failed 3-3**

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

**Department /
Contact**

Council and Board /

REVIEWERS

Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Leigh Phillips Resolution for Planning Commission

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION APPOINTING LEIGH PHILLIPS AS A MEMBER OF THE CITY
PLANNING COMMISSION OF THE CITY OF INDEPENDENCE, MISSOURI

WHEREAS, the City Council of the City of Independence, pursuant to Ordinance No. 427, passed on the 27th day of September, 1963, as amended (Section 1.18.001 of the City Code) and the City Charter, Article 12, Section 12.1, create the Planning Commission of the City of Independence, Missouri; and,

WHEREAS, one term expiration has created a vacancy; and,

WHEREAS, the City Council deems it necessary and advisable to appoint Leigh Phillips to the City Planning Commission because of their qualities of leadership, temperance, and judgment to fill the vacancy; and,

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

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

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

<u>Name</u>	<u>Address</u>	<u>Term Expires</u>
Leigh Phillips	1423 Maywood Ave.	July 1, 2028

PASSED THIS ____ DAY OF JULY, 2024, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

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

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-739 A Resolution establishing standards for the recruitment and selection of board members, amending Resolution 6975 **Postponed to 7/8 Study Session**

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

**Department /
Contact**

Council and Board /

REVIEWERS

Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Boards and Commissions Amended Resolution 6.21.24

BILL NO. _____

RESOLUTION NO. _____

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

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

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

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

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

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

WHEREAS, on January 2nd, 2024, the Independence City Council formally adopted Resolution No. 6975, adopting the following rules, process, and procedures established by the Independence City Council for all Boards, Commissions, and Committees as well as all members of said Boards, Commissions and Committees.

WHEREAS, the City Council further aims to formalize and streamline communications between the City Council, advisory boards, the City Manager, and the public; to achieve policy driven decision-making; and to create consistency, predictability, and stability by clearly defining duties, norms, ~~and~~ expectations, **and attendance;**

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

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

SECTION 1: MEMBERSHIP, RECRUITMENT, & APPOINTMENT, & ALTERNATE

- 1) **Membership:** Membership is established in the resolutions, ordinances, or statutes establishing each Board's structure, including any mandatory member qualification. Additional membership requirements include:
 - a) Board Members may only serve in one City appointed position at a time;
 - b) The balance of an unexpired term served by an appointee shall be considered a "term" if such unexpired term exceeds 50% of the full term;
 - c) Upon completion of a gap in service equal to a position's full term, a former member may be eligible for re-appointment; and
 - d) Appointments should be made during a regular meeting in January.
- 2) **Recruitment:** Councilmembers, Board Members, and the City Manager are encouraged to actively recruit qualified members to apply. During the recruitment process, the City will focus on diversity, equity, and inclusion, and will actively work to achieve membership that reflects, at the least, the demographics of our community – as outlined in, but not limited to available census data – across all board membership. Formal recruitment will occur by three methods:
 - a) Vacancies will be posted in the lobby of City Hall and on the City's website;
 - b) Biannual active solicitation period; and
 - c) As necessitated by vacancies.
- 3) **Review:** The review of applicants shall occur by a panel consisting of either the Councilmember responsible for filling an individual appointment or an assigned liaison of the City Council, dependent on the vacancy to be filled, the Board or Commission Chair, and the City Manager's assigned staff liaison:
 - a) Interview questions must ensure applicants receive a fair comparison with other candidates and will focus on potential conflicts of interest, compliance with norms of conduct, including but not limited to decorum, communications, and the concept of acting as a body with one voice;
 - b) Evaluation criteria must consider the City's goals related to diversity, equity, and inclusion, the duties and purpose of the individual board, and any membership requirements in enabling legislation or law.
- 4) **Appointment:** All Board and Commission appointments will be made by the City Council except for appointments authorized by law to be made by the Mayor. Board Officers (Chair & Vice-Chair) shall be appointed by the City Council, except where otherwise mandated by the City Charter.
- 5) **Alternate:** If the by-laws of a board or commission call for alternate members, the role of that alternate will be as follows:
 - a) **If a current member cannot attend a meeting, they will submit written notification to the chairperson of their absence and which alternate they select to take their place at the meeting.**
 - b) **Such notification shall be submitted within 48 hours prior to the meeting or as soon as practical prior to the meeting, and be made part of the record during meeting minutes.**
 - c) **Alternates who are sitting in for an absent member will be allowed to cast a vote.**

- d) **If a member resigns their position effective before their term expires, the chairperson may appoint an alternate to fulfill the vacancy for the duration of that term.**

SECTION 2: COMMUNICATIONS

- 1) City Boards and Commissions shall receive direction from the City Council pursuant to the Council's annual goal setting session, requested assigned work priorities, or other specific direction as the City Council may provide;
- 2) A Board or Commission's annual work plan must align with the City Council's adopted Strategic Plan;
- 3) The Board or Commission should communicate with the City Council only through approved minutes, work plans, progress reports, or formal recommendations/resolutions voted on by the Board or Commission;
- 4) Board and Commission chairs shall communicate with the Staff Liaison on matters related to the Board and Commission's operations and agendas;
- 5) Each Board and Commission shall be assigned a City Council Liaison, who shall serve as the conduit between the Board or Commission and the City Council.
- 6) Board and Commission Chairs should direct policy related questions to both the City Council Liaison and the Staff Liaison;
- 7) Board and Commission Members shall adhere to the "One Body, One Voice" principle in communications to the City Council on matters under the Board or Commission's purview, or may become under the purview of the Board or Commission.
- 8) City Staff will develop minutes that the Board or Commission will review and approve; minutes shall be provided to the City Council and made available to the public.

SECTION 3: EXPECTATIONS, DUTIES, AND NORMS OF BEHAVIOR

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

- 1) **Training of Board and Commission Members:** Board and Commission Members must participate in an onboarding program established by the City Manager.
 - a) The training will include, but is not limited to:
 - i. General onboarding: Board and Commission procedures, open meetings, public records, process, requirements, and expectations;
 - ii. Purposes and focus areas of the Board or Commission to be presented by the Staff Liaison;
 - iii. "Effective Meetings" – a training facilitated by the City Clerk to assist Board Members in conducting an efficient and effective meeting;
 - iv. Ethics: Initial ethics training upon appointment and annual ethics training thereafter; and
 - v. Diversity, Equity, and Inclusion: Training focusing on various DEI topics including, but not limited to, implicit and unconscious bias, anti-harassment and anti-discrimination; accessibility; and DEI in institutions, workforces, and local government.
 - vi. **Members will receive a Boards and Commissions handbook and sign an acknowledgment confirming receipt.**

vii. Members will be required to attend a City Officials training session within the first year of their appointment.

- ~~b) Board and Commission Members must complete onboarding and training within six months of the appointment of any member; and~~
- b) Board and Commission Members must participate in a six-month check-in with the Staff Liaison.**

2) Duties:

- a) City Council Liaison has the following duties:
 - i. Lead the interview of applicants;
 - ii. Serve as the primary contact with the Board or Commission for the City Council;
 - iii. Assist with resolving questions regarding the role of the City Council, City Manager, Staff Liaison, and the Board or Commission;
 - iv. Serve as contact rather than an advocate, unless assigned as a voting member;
 - v. Review the Board or Commission's work plan and make recommendations to the City Council regarding said work plan;
 - vi. Support efficient Board and Commission operations; and
 - vii. Assist training of new Board and Commission members.
- b) The Presiding Officer (Board or Commission Chair) has the following duties:
 - i. Act as meeting facilitator;
 - ii. Maintain a tone of civility during debate;
 - iii. Ensure the public has a meaningful opportunity to participate, and that meetings operate fairly and impartially;
 - iv. Ensure the Board or Commission's questions and discussion are germane to the issues presented.
- c) Board and Commission Members have the following duties:
 - i. To ensure the Board has a quorum at all meetings, and commit sufficient time to ensure regular and punctual attendance;
 - ii. Be prepared, attentive, and participate;
 - iii. Abide by Rules of Procedure and the City and State Laws;
 - iv. Notify the Staff Liaison as soon as they learn they will not be able to attend a meeting and of any changes to contact information.
- d) Staff Liaison and/or their designee(s) will prepare the agenda with collaboration from the Board or Commission Chair.

3) Norms of behavior:

- a) Board and Commission Members are encouraged to share their experience and knowledge with new members;
- b) Board and Commission Members should treat all city employees with respect, and in doing so recognize staff in performing their work strive to always serve the public to the best of their abilities;
- c) Board and Commission Members should be mindful of arguing or debating the merits of staff's professional judgment; rather, should Board or Commission Members disagree with staff's professional judgment, they should direct such disagreement to the Staff Liaison; in the event that the Staff Liaison is subject to the

- disagreement, Board and Commission Members should direct their concerns to the City Manager;
- d) Board and Commission Members must seek to ensure staff recognizes the Board or Commission Member's questions are for purposes of inquiry only and should in no way be taken as an order, a request to take action, or a directive;
 - e) Board and Commission Members should not use language or communication methods that a reasonable person would find humiliating, intimidating, hostile, or offensive;
 - f) A Board or Commission Member may not take any action that could be construed as a directive or order to staff;
 - g) A Board or Commission Member must not attempt to pressure or influence discussions, recommendations, workloads, schedules, or department priorities absent the approval of the City Manager and only then upon an action of the majority of the City Council;
 - h) Board and Commission interaction with staff during board meetings:
 - i. Criticism of staff by a Board or Commission Member should be made in private to the City Manager. Board and Commission Members are encouraged to provide commendation to staff in public;
 - ii. Board and Commission Members may not direct or issue orders to staff;
 - iii. Board and Commission Members may direct questions regarding the factual basis for an item or a question soliciting staff expertise to the City employee presenting the item; questions other than those directly related to the factual basis of an agenda item should be directed to the Staff Liaison who may request the assistance of other city employees in answering the question.
 - i) Specific provisions for Board and Commission Member's attendance at meetings other than Board or Commission meetings:
 - i. Board or Commission Members may not attend staff meetings unless requested by the City Manager;
 - ii. Board and Commission Members' conduct at public meetings or other events should be informed by this Resolution and the Code of Ethics.
 - j) All appointed members of City boards or commissions should be mindful of the City Charter prohibition regarding interference with administration.

SECTION 4: ATTENDANCE

- 1) Regular attendance is required.**
- 2) If a member is unable to attend a meeting, they should notify the staff liaison and chair of the board, commission or committee as soon as possible prior to the meeting.**
- 3) Board members will be considered to have resigned their position if a member misses three (3) consecutive meetings or one-half of the regularly scheduled meetings in a 12-month period of time pursuant to Article 39, Section 1.39.003 of the City Code of Independence. Said resignation shall be deemed effective immediately upon said person reaching said milestone and shall not require any action by the City to accept the resignation unless the City Council has given prior approval for an exception because of unusual circumstances.**

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

PASSED THIS _____ DAY OF _____, 2024, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

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

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

Notice of Public Hearing

Notice is hereby given that a public hearing will be held by the Independence City **Planning Commission** at 6 p.m., Tuesday, May 14, 2024, and by the Independence **City Council** at 6 p.m., Monday, July 1, 2024, in the Independence City Hall City Council Chambers (lower level, north entrance) 111 E. Maple Avenue, in Independence, Missouri on the following matter(s):

Case 24-200-05 – Special Use Permit – 4503 S. Crysler Avenue – A request by Suita Diaz-Dawson to operate a Bed & Breakfast.

Case 24-125-03 – Rezoning – 304 S. Liberty Street – A request by SB Equity Management to rezone the property from C-2 (General Commercial) to R-30/PUD (High Density Residential/Planned Unit Development).

The Planning Commission will conduct full public hearing on these applications. The City Council will only hear new information that was not presented at the Planning Commission's public hearing if such facts were not reasonably available at the time of the Planning Commission hearing. Any new information proposed to be presented to the City Council must be submitted in writing to the Community Development Department and Law Department at least seven (7) days prior to the City Council meeting.

Witness my hand this 23rd day of April, 2024.

Tom Scannell, Community Development Director

The City of Independence, Missouri is an Equal Opportunity Employer/Contractor/MFD

One Insertion: April 27, 2024

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-044 **2R** An ordinance approving a rezoning from District C-2 (General Commercial) to District R-30/PUD (High Density Residential/Planned Unit Development) and approving a preliminary development plan for the property located at 304 S. Liberty Street. **2R Ord. No. 19563**

Recommendations:

Commissioner Nesbitt made a motion to recommend **APPROVAL** of this rezoning request, for property located at 304 S. Liberty Street, with the following conditions be included with the preliminary development plan:

1. The structure will be limited to three residential units.
2. The basement will be used for storage and as a utility room without any living units.
3. Include detailed and refined elevations and floor plans with the Final Development Plan.
4. Given the lot coverage of the existing structure and paved spaces, the landscaping requirements listed in the UDO will not be required.
5. A cross-access easement must be obtained for the northern portion of driveway.
6. The applicant must apply for a building permit in 30 days and begin construction in 60 days of permit issuance or the dangerous building case will resume.

A second to the motion was made by Commissioner O'Neil. The Independence Planning Commission voted as follows:

Commissioner Nesbitt – Yes

Commissioner Wiley – Yes

Commissioner McClain – Yes

Commissioner Ashbaugh – Yes

Commissioner Ferguson – Yes

Commissioner O'Neil – Yes

The motion passed 6-0 and such application is forwarded to the City Council for its consideration. Staff concurs with the recommendation of the Planning Commission.

Background:

A request by Shane Sparks with SB Equity Management to rezone the property from C-2 (General Commercial) to R-30/PUD (High Density Residential/Planned Unit Development) and approve a Preliminary Development Plan.

The applicant recently purchased 304 S. Liberty Street, a vacant and vandalized property. It was previously an apartment building, with two units upstairs and another on the lower level that also incorporated a commercial store front fronting Liberty Street. The applicant wants to down zone the property and eliminate the commercial aspect of the building and restore the

multiple-family use.

The 59-foot by 76-foot lot contains a multiple-family residential building, which covers most of the lot, with two driveways on its northside providing parking for four vehicles. The building itself contains over 4,550-square feet of space be divided into three living units.

The structure, clad with siding, has covered brick porches for the first-floor units abutting the sidewalk. The basement will be used for storage and as a utility room without any living units.

When the apartment building was constructed, it was a residential neighborhood. It is now in a neighborhood of primarily commercial uses with a remnant of two older single-family homes.

ANALYSIS:

Consistency with *Independence for All*, Strategic Plan:

This rezoning would allow the building to be re-occupied with three units. The reuse of this building could contribute to the Strategic Plan by allowing the property to continue in residential use.

Comprehensive Plan Guiding Principles:

The Comprehensive Plan designates this site for Mixed Uses. The proposed application can provide affordable living units options by preserving the mix of home types and density levels currently in the neighborhood.

Historic and Archeological Sites:

This property is not located within an historic district.

Public Utilities:

The structure has long been connected to all utility services.

Recommendations and decisions for proposed planned unit development rezoning and its accompanying preliminary development plan must be based on consideration of the criteria listed in Section 14-703-05-H:

1. The consistency with the Comprehensive Plan.*The City's Comprehensive Plan, with its Mixed Use, is inclusive of this residential use.*

2. The consistency with the PUD standards of Section 14-902, including the statement of purpose.*This type of application is not expressly addressed in this section as its not new development, but it "ensures that development can be conveniently, efficiently and economically served by existing and planned utility services."*

3. The nature and extent of Common Open Space in the PUD.*There is no open space provided with this application.*

4. The reliability of the proposals for maintenance and conservation of Common Open Space.*There is no open space provided with this application, the applicant will own the entire property.*

5. The adequacy or inadequacy of the amount and function of Common Open Space in terms of the densities and dwelling types proposed in the plan.*There is no open space provided with this application.*

6. The extent to which the proposed use will adversely affect the capacity of safety portions of the street network or present parking problems in the vicinity of the property. Whether adequate provision for public services, provides adequate control over vehicular traffic, and furthers the amenities of light and air, recreation, and visual enjoyment.*This rehabilitation project will not adversely affect traffic or the street network in the vicinity of the project.*

7. The extent to which the proposed use will have a substantially adverse effect on adjacent property and the development or conservation of the neighborhood area. *Other than usual impacts that come with the now vacant building being occupied, there is no substantial adverse impact on the neighborhood. However, rezoning as an R-30/PUD would allow reconstruction of a higher density structure.*

8. Whether potential adverse impacts have been mitigated to the maximum practical extent. *No significant impacts are expected with this application.*

9. Whether the Preliminary Development Plan represents such a unique development proposal that it could not have accomplished through use of (non-PUD) conventional zoning regulations. *The proposed use of a triplex would require a R-30/PUD due to the number of living units in the building in conjunction with the modest area of the property itself.*

10. The sufficiency of the terms and conditions proposed to protect the interest of the public and the residents of the PUD in the case of a plan that proposes development over a period of years. *This project will continue to be under one ownership.*

Draft Planning Commission minutes:

"Case 24-125-03 – Rezoning/PUD – C-2 to R-30/PUD – 304 S. Liberty Street

Staff Presentation

Brian Harker presented the case. Mr. Harker presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses. Mr. Harker reviewed the following conditions:

1. The structure will be limited to three residential units (two on the ground floor and one on the second floor).
2. The basement will be used for storage and as a utility room without any living units.
3. Include detailed and refined elevations and floor plans with the Final Development Plan.
4. Given the lot coverage of the existing structure and paved spaces, the landscaping requirements listed in the UDO will not be required.
5. A cross-access easement must be obtained for the northern portion of driveway.
6. The applicant must apply for a building permit in 30 days and begin construction in 60 days of permit issuance or the dangerous building case will resume.

Mr. Harker & Mr. Garrett further explained the parking and the cross-access easement that will be approved by the Law Office & recorded with the county.

Applicant Comments

Jim Gamble Architect/Owner of Gamble Company, 3500 S. Mize Ridge Court, representing applicant John Sparks explained the plans for property and responded to Commissioner Wiley's question regarding the floor plan and what determines the final layout.

In response to Commissioner Nesbitt's question, Mr. Gamble stated the building is not falling and was vandalized causing it to be tagged as a dangerous building.

Mr. Gamble went over the parking plan and the cross-easement agreement with the law office in response to Commissioner Nesbitt's concerns about number of parking spaces.

Commissioner Wiley advised they'd like to remove the parentheses from the first condition, so the applicant could decide to put one unit on the ground floor and two units on the second floor.

Public Comments

No public comments.

Motion

Commissioner Nesbitt made a motion to approve Case 24-125-03 – Rezoning/PUD – C-2 to R-30/PUD – 304 S. Liberty Street, with conditions as outlined by staff and amended to allow three units total on the ground and second floor. Commissioner O'Neill seconded the motion. The motion was approved with six affirmative votes."

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact	Community Development /
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REVIEWERS

Tom Scannell
Jeremy Cover
Meagan Borth
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Draft Ordinance 24-125-03
2. New Staff Report 24-125-03
3. Narrative
4. Application
5. Notification Letter
6. Address List
7. Affidavit
8. Site PlanFloorPlanElevations
9. Zoning Plat

10. Comp Plan Map
11. Zoning Map

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A REZONING FROM DISTRICT C-2 (GENERAL COMMERCIAL) TO DISTRICT R-30/PUD (HIGH DENSITY RESIDENTIAL /PLANNED UNIT DEVELOPMENT) AND APPROVING A PRELIMINARY DEVELOPMENT PLAN FOR THE PROPERTY LOCATED AT 304 S. LIBERTY STREET.

WHEREAS, the application submitted to the SB Equity Management, LLC requesting approval of a rezoning from District C-2 (General Commercial) to District R-30/PUD (High Density Residential/Planned Unit Development) and a preliminary development plan for property located at 304 S. Liberty Street was referred to the Planning Commission as required by the Unified Development Ordinance; and,

WHEREAS, the Unified Development Ordinance provides for the approval of a rezoning and preliminary development plan following public hearings by the Planning Commission and City Council; and,

WHEREAS, after due public notice in the manner prescribed by law, the Planning Commission held public hearings for the consideration of the request on May 14, 2024, and rendered a report to the City Council with its vote to recommend approval of this application passed by a vote of 6-0; and,

WHEREAS, after due public notice in the manner prescribed by law, the City Council held a public hearing on July 1, 2024, and rendered a decision to approve the rezoning and preliminary development plan for the said property; and,

WHEREAS, in accordance with the Unified Development Ordinance, it was determined that the rezoning and preliminary development plan was consistent with the review criteria in Section 14-701-02 and 14-703-05 respectively; and,

WHEREAS, no legal protests were signed, acknowledged, and presented for the application.

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

SECTION 1. That the following legally described tracts of real estate is hereby rezoned from District C-2 (General Commercial) to District R-30/PUD (High Density Residential/Planned Unit Development) and shall be subject to the regulations of said district:

Independence Old Town; Beginning at a Point 54.5-feet South of the Northeast Corner of Lot 128, then West 76-feet, then South 59-feet, then East 76-feet, then North 59-feet to the Point of Beginning.

SECTION 2. That the Preliminary Development Plan, is attached hereto and is incorporated by reference as if fully set out herein, is hereby approved with the following conditions:

- 1) The structure will be limited to three residential units.

- 2) The basement will be used for storage and as a utility room without any living units.
- 3) Include detailed and refined elevations and floor plans with the Final Development Plan.
- 4) Given the lot coverage of the existing structure and paved spaces, the landscaping requirements listed in the UDO will not be required.
- 5) A cross-access easement must be obtained for the northern portion of driveway.
- 6) The applicant must apply for a building permit in 30 days and begin construction in 60 days of permit issuance or the dangerous building case will resume.

SECTION 3. Nonseverability. All provisions of this ordinance are so essentially, and inseparable connected with, and so dependent upon, each other that no such provision would be enacted without all others. If a court of competent jurisdiction enters a final judgement on the merits that is not subject to appeal and that declares any provision or part of this ordinance void, unconstitutional, or unenforceable, then this ordinance, in its collective entirety, is invalid and shall have no legal effect as of the date of such judgement.

SECTION 4. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this ordinance, as determined by the City Clerk and City Counselor, may be corrected with the endorsement of the City Manager without the need to come before City Council.

SECTION 5. That failure to comply with all the provisions contained in this ordinance shall constitute violations of both this ordinance and Chapter 14, the Unified Development Ordinance, of the Code of the City of Independence, Missouri.

PASSED THIS _____ DAY OF _____, 2024, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

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

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

Planning Commission

REVISED

Staff Report

MEETING DATE: May 14, 2024

STAFF: Brian L. Harker, Senior Planner

PROJECT NAME: 304 S. Liberty Street

CASE NUMBER/REQUEST: **Case 24-125-03 – Rezoning/PUD – 304 S. Liberty Street** – A request by SB Equity Management to rezone the property from C-2 (General Commercial) to R-30/PUD (High Density Residential/Planned Unit Development) and approve a Preliminary Development Plan.

APPLICANT/OWNER: Shane Sparks -SB Equity Management, LLC

PROPERTY ADDRESS: 304 S. Liberty Street

SURROUNDING ZONING/LAND USES:

North:	C-2...office building
South:	R-6...single-family residence
East:	C-2...office building
West:	C-2...office building

PUBLIC NOTICE:

- Letters to adjoining property owners – April 9, 2024
- Public Notice published in The Kansas City Star – January 6, 2024
- Signs posted on property – April 26, 2024

FURTHER ACTION:

Following action by the Planning Commission, this rezoning request is scheduled for first reading by the City Council on May 14, 2024 and the public hearing/second reading on July 1, 2024.

RECOMMENDATION

Staff recommends **APPROVAL** of this rezoning and the preliminary development plan with the following conditions:

1. The structure will be limited to three residential units.
2. The basement will be used for storage and as a utility room without any living units.
3. Include detailed and refined elevations and floor plans with the Final Development Plan.
4. Given the lot coverage of the existing structure and paved spaces, the landscaping requirements listed in the UDO will not be required.
5. A cross-access easement must be obtained for the northern portion of driveway.
6. The applicant must apply for a building permit in 30 days and begin construction in 60 days of permit issuance or the dangerous building case will resume.

PROJECT DESCRIPTION & BACKGROUND INFORMATION

PROJECT DESCRIPTION:

A request by Shane Sparks with SB Equity Management to rezone the property from C-2 (General Commercial) to R-30/PUD (High Density Residential/Planned Unit Development) and approve a Preliminary Development Plan.

Current Zoning:	C-2 (General Commercial)	Proposed Zoning:	R-30/PUD (High Density Residential/Planned Unit Development)
Current Use:	Vacant multiple-family structure	Proposed Use:	Tri-plex
Lot Size:	4,844-square feet	Building Square Foot:	2,275-square feet

BACKGROUND:

The applicant recently purchased 304 S. Liberty Street, a vacant and vandalized property. It was previously an apartment building, with two units upstairs and another on the lower level that also incorporated a commercial store front fronting Liberty Street. The applicant wants to down zone the property and eliminate the commercial aspect of the building and restore the multiple-family use.

The 59-foot by 76-foot lot contains a multiple-family residential building, which covers most of the lot, with two driveways on its northside providing parking for four vehicles. The building itself contains over 4,550-square feet of space be divided into three living units.

The structure, clad with siding, has covered brick porches for the first-floor units abutting the sidewalk. The basement will be used for storage and as a utility room without any living units.

When the apartment building was constructed, it was a residential neighborhood. It is now in a neighborhood of primarily commercial uses with a remnant of two older single-family homes.

ANALYSIS

Consistency with *Independence for All*, Strategic Plan:

This rezoning would allow the building to be re-occupied with three units. The reuse of this building could contribute to the Strategic Plan by allowing the property to continue in residential use.

Comprehensive Plan Guiding Principles:

The Comprehensive Plan designates this site for Mixed Uses. The proposed application can provide affordable living units options by preserving the mix of home types and density levels currently in the neighborhood.

Historic and Archeological Sites:

This property is not located within an historic district.

Public Utilities:

The structure has long been connected to all utility services.

REVIEW CRITERIA

Recommendations and decisions for proposed planned unit development rezoning and its accompanying preliminary development plan must be based on consideration of the criteria listed in Section 14-703-05-H:

1. **The consistency with the Comprehensive Plan.**
The City's Comprehensive Plan, with its Mixed Use, is inclusive of this residential use.
2. **The consistency with the PUD standards of Section 14-902, including the statement of purpose.**
This type of application is not expressly addressed in this section as its not new development, but it "ensures that development can be conveniently, efficiently and economically served by existing and planned utility services."
3. **The nature and extent of Common Open Space in the PUD.**
There is no open space provided with this application.
4. **The reliability of the proposals for maintenance and conservation of Common Open Space.**
There is no open space provided with this application, the applicant will own the entire property.
5. **The adequacy or inadequacy of the amount and function of Common Open Space in terms of the densities and dwelling types proposed in the plan.**
There is no open space provided with this application.
6. **The extent to which the proposed use will adversely affect the capacity of safety portions of the street network or present parking problems in the vicinity of the property. Whether adequate provision for public services, provides adequate control over vehicular traffic, and furthers the amenities of light and air, recreation, and visual enjoyment.**
This rehabilitation project will not adversely affect traffic or the street network in the vicinity of the project.
7. **The extent to which the proposed use will have a substantially adverse effect on adjacent property and the development or conservation of the neighborhood area.**
Other than usual impacts that come with the now vacant building being occupied, there is no substantial adverse impact on the neighborhood. However, rezoning as an R-30/PUD would allow reconstruction of a higher density structure.
8. **Whether potential adverse impacts have been mitigated to the maximum practical extent.**
No significant impacts are expected with this application.
9. **Whether the Preliminary Development Plan represents such a unique development proposal that it could not have accomplished through use of (non-PUD) conventional zoning regulations.**
The proposed use of a triplex would require a R-30/PUD due to the number of living units in the building in conjunction with the modest area of the property itself.
10. **The sufficiency of the terms and conditions proposed to protect the interest of the public and the residents of the PUD in the case of a plan that proposes development over a period of years.**
This project will continue to be under one ownership.

EXHIBITS

1. Narrative
2. Application
3. Notification Letter
4. Address List
5. Affidavit
6. Site Plan, Floor Plan and Elevations
7. Zoning Plat
8. Comp Plan Map
9. Zoning Map

Rezoning Narrative – 304 S. Liberty St. Parcel Independence, Missouri

Ladies and Gentlemen of the Commission,

Mr. Shane Sparks, owner of the development company, S. B. Equity management, LLC has recently purchased the 304 S. Liberty St. property and building that is currently vacant and vandalized. The property is one door south of a law office that is on the corner of Liberty Street and the Walnut Street ring road that circles the Independence Square. Currently the building on the property is in considerable disrepair. It was previously an apartment building with five apartments and also served a commercial function on the main level fronting Liberty Street. The desire of the owner/developer is to down-zone the property, eliminate the commercial aspect of the building, (rezoned as commercial property sometime in the past) and restore the land and building again to multifamily use — more specifically as Planned Unit Development R-30. This process, incidentally, follows the usually desirable step-zoning guideline function: moving from north to south, first is the commercial Independence Square Development, then Walnut Street, then the commercial law office on the southwest corner of Walnut and Liberty, then the subject multifamily project, then the two adjacent properties to the south on Liberty that have recently been rezoned back to single-family residences.

The new owner's intent is to take an existing vacant substandard and vandalized property and create a completely remodeled three-unit apartment complex that will be a pleasing addition on this parcel immediately south of the Historic Independence Square.

The project architect, Jim Gamble, and the Owner, Shane Sparks are available to answer any questions regarding the design of this PUD site plan.

Thank you.

Jim Gamble
The Gamble Company, Inc.
816-809-8748
100jwg@gmail.com

Application Type (check all that apply)

Land Use	Land Subdivision	Site Development	Use Permit	Other
☐ Rezoning ☒ PUD Rezoning	☐ Preliminary Plat ☐ Final Plat ☐ Minor Subdivision	☐ Final Site Plan ☐ Preliminary Dev Plan ☐ Final Dev Plan (PUD)	☐ Special Use ☐ Homebased Business ☐ Short-Term Rental	☐ Admin. Adjustment ☐ Variance ☐ Street Name Change ☐ Special Sign Permit

Project Information and Location

Project Name: 304 S. Liberty Street, Independence, MO

Project Address/Location: 4,484 0.1029 A One No

Sq. Ft. of Building: C-2 Acreage: PUD R-13 Number of Lots/Tracts: 30 Steam Buffer (Yes or No): 5 Apartments

Existing Zoning: C-2 Proposed Zoning: PUD R-13 Existing Land Use: Commercial Proposed Land Use: 5 Apartments

Basic Application Requirements (See the Planning & Zoning Application Guide for additional requirements)

☒ Completed & Signed Application Form ☒ Application Fee ☒ Cover Letter Describing Details of Project	☐ One 24" x 36" set of plans for Land Sub. & Site Dev. ☐ One PDF copy of a plat map or site plan ☐ Legal Description of the property in question
--	---

Contact Information

Applicant / owner: Shane Sparks - SB Equity Management, LLC

Name: Shane Sparks Company: SB Equity Management, LLC

Address: 521 N.E. Emerald Dr, Lee's Summit, MO 64064

Phone: 816.489.5005 Email: shane.sparks@liberty.com

Architect/Engineer/Surveyor/Other: Jim Gamble - The Gamble Co. Inc.

Name: Jim Gamble Company: The Gamble Co. Inc.

Address: 3500 S. Mize Ridge Court, Independence, MO 64057

Phone: 816.809.8748 Email: jvg@jvg.com

The applicant hereby agrees that the information provided above is accurate.

Applicant's Signature: Shane Sparks Date: 3-5-24 Owner's Signature: [Signature] Date: 3-7-24

Architect's Signature: [Signature]

Appendix B - Property Owner Notification Letter

City of Independence, Missouri

Date: 3-18-24

Case No. 24-125-03

Dear Property Owner:

This letter is to notify you that an application has been submitted for consideration by the Planning Commission and City Council. A full public hearing will be held by the Planning Commission and the City Council will consider new information on the dates and times below.

Proposed Case Type (Check One):

☐ Rezoning ☒ Rezoning/PUD

☐ Special Use Permit

☐ Preliminary Development Plan

Proposed project description: Down-zone a single lot from C-2 to PUD R-30.

Applicant: S. B. Equity Management, LLC

Location of Property: 304 S. Liberty St.

Planning Commission Meeting Date: May 14, 2024 at 6:00 p.m.

City Council Meeting Date: June 17, 2024 at 6:00 p.m.

Location of public hearings: City Council Chambers, City Hall
111 E Maple Ave, Independence, Missouri, 64050

All interested persons are invited to attend and will have an opportunity to be heard at the full public hearing (Planning Commission).

REZONINGS ONLY: You may file a protest petition with the Community Development Department. For more information or to get copies of a petition, please contact Planning staff at 816-325-7421.

[Signature]
Applicant (or Owner/Agent)

For more information, contact the Community Development Department at 816-325-7421.

Owner Name	Address	City	State	Zip Code
A1 ZION REALTY LLC	PO BOX 317	INDEPENDENCE	MO	64051
ABEL ADRIENNE	2641 ELM ST	DENVER	CO	80207
BURNWORTH ANTHONY D & MICHELE L - TRS	1873 SW 1225TH RD	GARDEN CITY	MO	64747
EJC OFFICE BLDGLC	300 S LIBERTY ST	INDEPENDENCE	MO	64050
JACKSON COUNTY BRD OF SERVFS FOR THE DEV	8508 HILLCREST RD	KANSAS CITY	MO	64138
JACKSON COUNTY MISSOURI	415 E 12TH ST	KANSAS CITY	MO	64106
PHILLIPS MCELIGOTT EWAN & HALL	233 W WALNUT	INDEPENDENCE	MO	64050
SB EQUITY MANAGEMENT LLC	304 S LIBERTY ST APT 1	INDEPENDENCE	MO	64050
SHEFFIELD ADAM	519 S OSAGE	INDEPENDENCE	MO	64050
SKYCO LLC	PO BOX 317	INDEPENDENCE	MO	64051
THREE TRAILS LAW BUILDING	233 W WALNUT	INDEPENDENCE	MO	64050
VILLATORO ANDREA	1300 WINDSOR ST	INDEPENDENCE	MO	64055

Property Owner Notification Affidavit

STATE OF MISSOURI

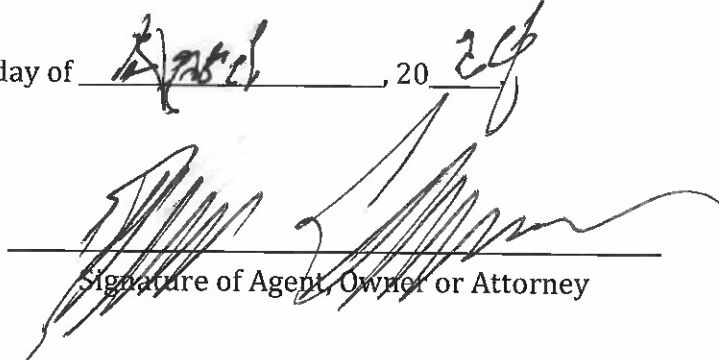
COUNTY OF JACKSON

Case No. 24-125-03

I, Jim Example, of lawful age being first duly sworn upon oath, state:

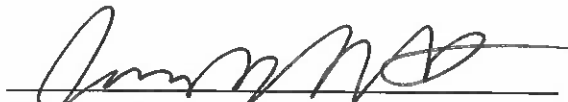
That I am the (agent, owner, attorney) for the property for which the application was filed and did, not later than fifteen (15) days prior to the date of the public hearing scheduled before the Planning Commission, mail notices to all persons owning property within 185 feet of the subject property. **The list of property owners to whom notice has been mailed is attached.**

These notices were mailed on the 9 day of April, 2024.



Signature of Agent, Owner or Attorney

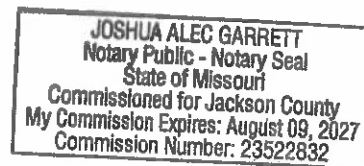
Subscribed and sworn to before me this 9 day of April, 2024.



Notary Public

August 9, 2027

Commission Expiration Date



Re-Construction 304 S. Liberty St. Independence, Missouri 64055

PROPERTY DESCRIPTION

Owner Name: - Shane Sparks
521 NE Emerald Dr. 64064
Lees Summit, Mo. -5005
Phone: 816-489-5005
shane.sparks.liberty.com

BUILDING DATA

OCCUPANCY TYPE: SINGLE FAMILY RESIDENCE
CONSTRUCTION TYPE: I B
NUMBER OF STORIES: ONE
BASEMENT FLOOR AREA: 1,130
FIRST FLOOR AREA: 1,770
SECOND FLOOR AREA: 1,293
TOTAL FLOOR AREA: 4,193

CODE DATA:

2018 INTERNATIONAL RESIDENTIAL CODE
2018 INTERNATIONAL FIRE CODE
2017 NATIONAL ELECTRICAL CODE
2018 INTERNATIONAL FUEL GAS CODE
2018 INTERNATIONAL PLUMBING CODE
2018 INTERNATIONAL MECHANICAL CODE

GENERAL NOTES:

ALL FRAMING LUMBER TO BE #2 OR BETTER
SOUTHERN YELLOW PINE OR DOUGLAS FIR
WINDOWS SHALL HAVE A MINIMUM U OF 0.35
STAR TREAD MIN. 10" DEPTH, RISER MAX. HT. 7"
EGRESS WINDOWS - MIN. 5 S.F. CLEAR

SHEET LEGEND

C-1 - COVER SHEET
A-1 - SITE PLAN
A-2 - BASEMENT FLOOR PLAN
A-3 - FIRST FLOOR PLAN
A-4 - SECOND FLOOR PLAN
A-5 - ELEVATIONS

ARCHITECT:

The Gamble Company, Inc.
3500 S. Mize Ridge Ct.
Independence, Missouri 64057
816-809-8748

Energy Ratings: Missouri Climate Zone 4 (Except Marine).

R Values
Attic Insulation R-48e
Cathedral Ceiling: R-30
Exterior walls (2x6) R-19

U Values
Exterior Doors--Tempered Glass U=0.30
Exterior Fiberglass Insulated Doors U=0.21
Exterior Insulated Garage Doors U=0.27
Exterior Double Pane Windows (Low E, Argon Gas) R=0.27

Shane Sparks
3-18-24



Drawn By: DP
Checked By: DP
Date Issued: 3/18/24
Dwg. Name:

Revisions:

Shane Sparks
521 NE Emerald Dr.
Lees Summit, Mo. 64064
Phone: 816-489-5005
email: shane.sparks.liberty.com

THE GAMBLE CO., INC.
Mo. License Identification Number A-3986
Phone: (816) 809-8748
Email: 100@gamblinc.com

3500 S. Mize Ridge Ct.
Independence, Missouri 64057
Proj. No.:
Sheet No.: C-1



Drawn By: DP
 Checked By: JG
 Date Issued: 2/17/22
 Dwg. Name:

Revisions:
 △
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 △
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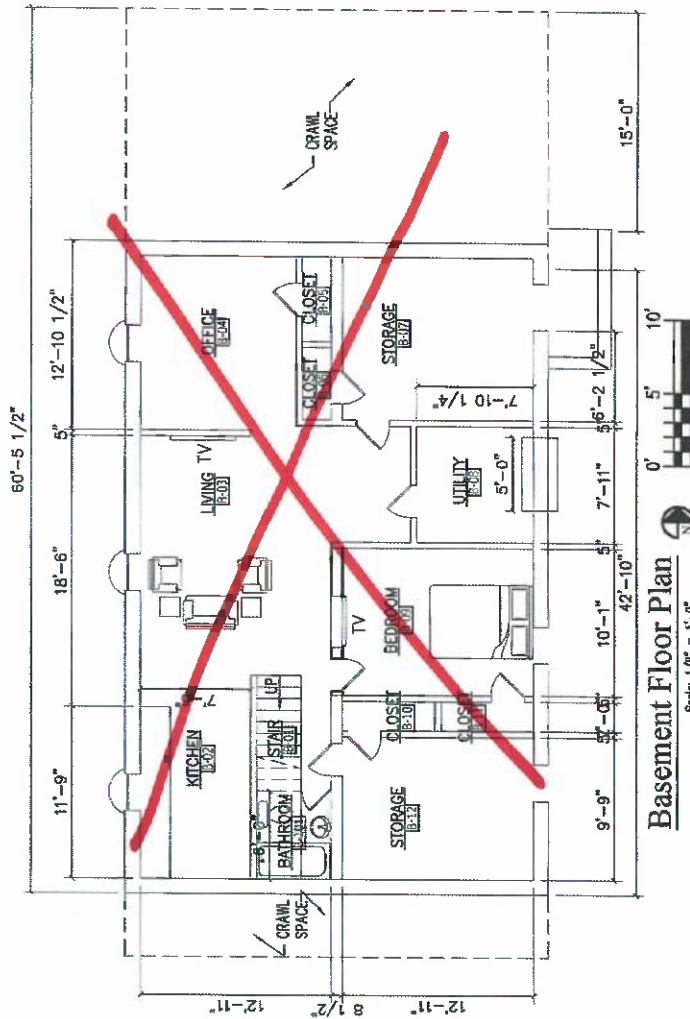
Shane Sparks
 521 N.E. Emerald Dr.
 Lees Summit, Mo. 64064
 Phone: 816-489-5005
 email: shane.sparks.liberty.com

THE GAMBLE CO., INC.
 Mo. License Identification Number A-3986
 3500 S. Main Ridge Ct.
 Independence, Missouri 64057
 Phone: (816) 809-8748
 Email: tco@gambleco.com



Proj. No.:
 Sheet No. **A-2**

Storage Only



Basement Floor Plan
 Scale: 1/8" = 1'-0"
 0' 5' 10'

Shane Sparks
 3/18/24

Drawn By: DP
 Checked By: DP
 Date Issued: 12/7/22
 Dwg. Name:

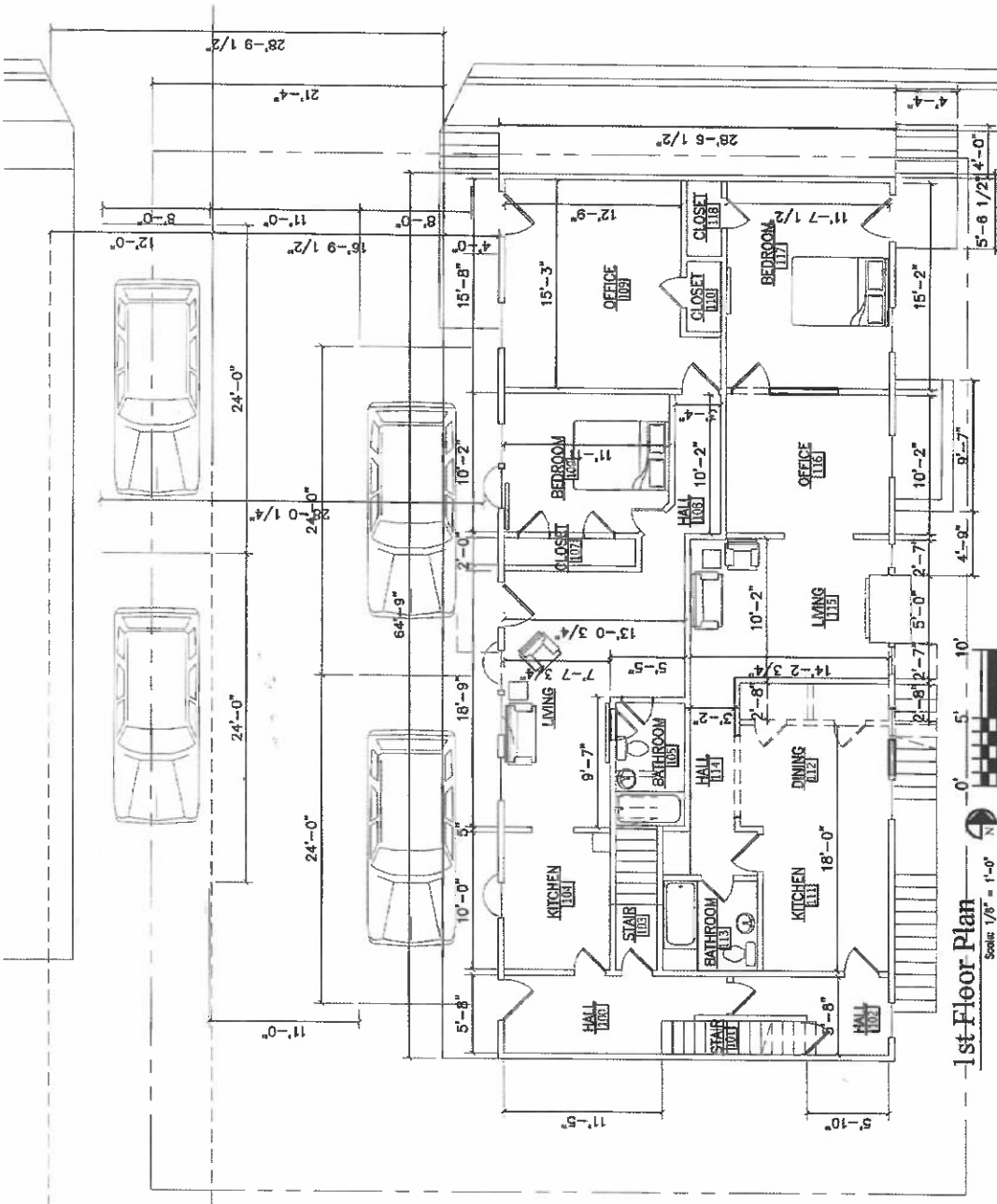
Revisions:
 1
 2
 3
 4
 5

Shane Sparks
 521 N.E. Emerald Dr.
 Lees Summit, Mo. 64064
 Phone: 816-489-5005
 email: shane.sparks.liberty.com

THE GAMBLE CO., INC.
 Mo. License Identification Number A-3986
 Project: (816) 608-8148
 Email: info@gambleco.com
 3000 S. Mike Ridge Ct.
 Independence, Missouri 64057



Proj. No.:
 Sheet No. **A-3**



1st Floor Plan
 Scale: 1/8" = 1'-0"

Shane Sparks
 8-18-24

Drawn By: DP
 Checked By: DP
 Date Issued: 9/17/21
 Dwg. Name: _____

Revisions:

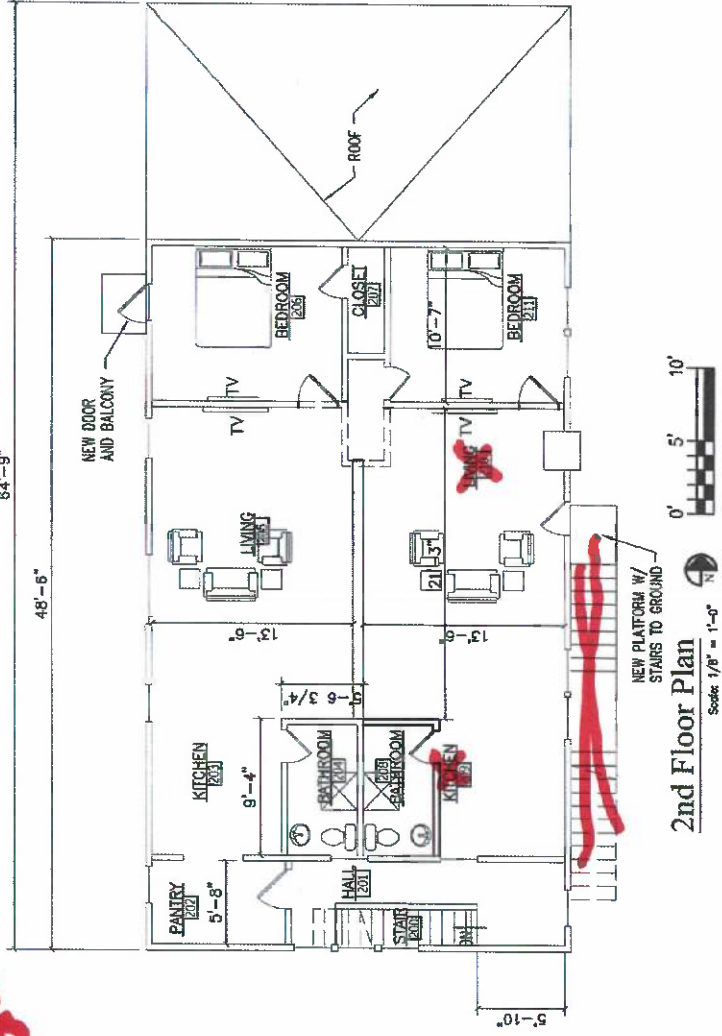
Shane Sparks
 Lees Summit, Mo. 64064
 Phone: 816-489-5005
 email: shane.sparks@liberty.com

THE GAMBLE CO., INC.
 Mo. License Identification Number A-3986
 Phone: (816) 808-8718
 Email: info@thegambleco.com
 3500 S. Wize Ridge Ct.
 Independence, Missouri 64057



Proj. No.: _____
 Sheet No. **A-4**

Redesigned as one unit



3-18-21
[Signature]
 ARCHITECT
 THE GAMBLE CO., INC.

Drawn By: *DP*
 Checked By: *AB*
 Date Issued: 2/7/22
 Dwg. Name:

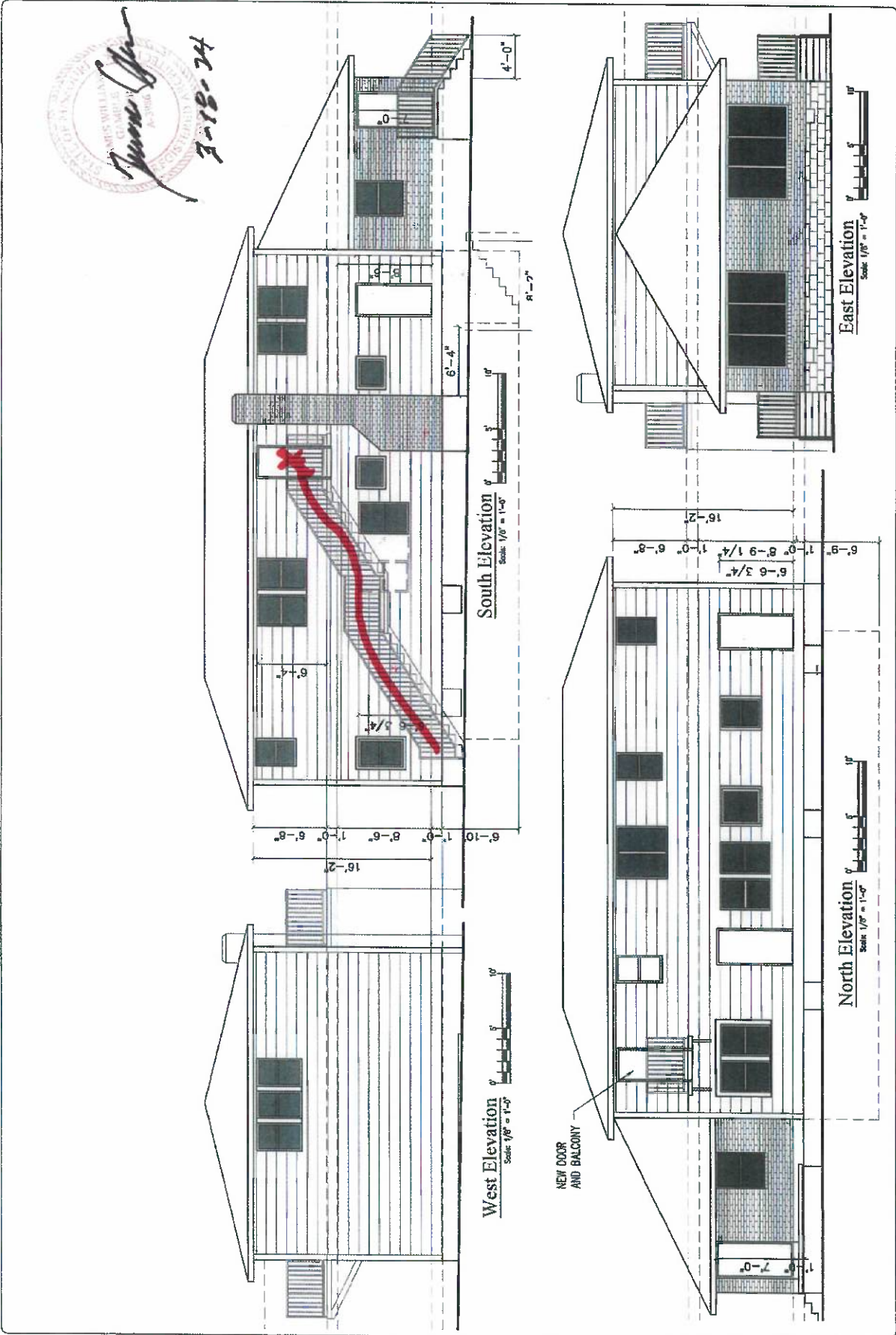
Revisions:
☐
☐
☐
☐

Shane Sparks
 521 N.E. Emerald Dr.
 Lees Summit, Mo. 64064
 Phone: 816-489-5005
 email: shane.sparks.liberty.com

THE GAMBLE CO., INC.
 Mo. License Identification Number A-3986
 Phone: (816) 699-8748
 Email: info@gambleco.com
 3500 S. Main Ridge Ct.
 Independence, Missouri 64057



Proj. No.: -
 Sheet No.: **A-5**



Re-Zoning Request 304 S. Liberty St. Independence, Missouri 64055

PROPERTY INFORMATION

Parcel Number: 26-230-31-20-00-0-00-000

Owner Name: SB Equity Management, L.L.C.
321 NE Emerald Dr.
Lees Summit, Mo. 64064
Phone: 816-489-5005
shan.sparks.liberty.com

Location: 304 S. Liberty Street
Independence, Mo. 64050
Independence, Missouri
Jackson, County

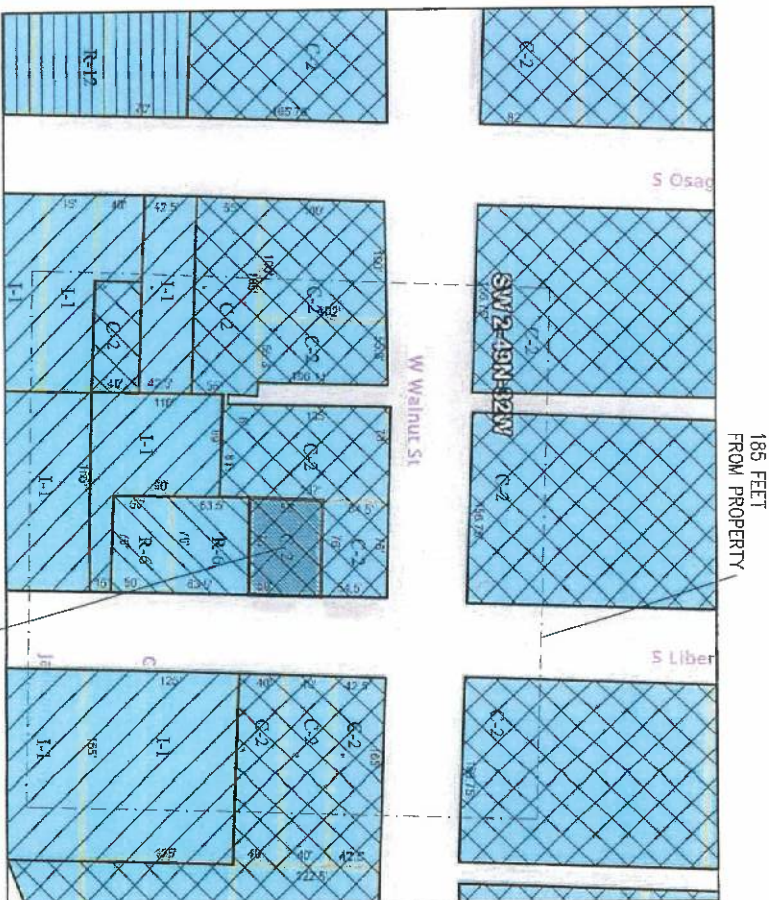
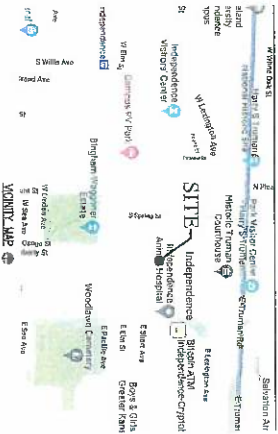
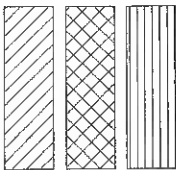
ZONE LEGEND

185' FROM PROPERTY

R-12

C-2

I-1



Shane Sparks
521 N.E. Emerald Dr.
Lees Summit, Mo. 64064
Phone: 816-489-5005
email: shane.sparks.liberty.com

THE GAMBLE CO., INC.
Mo. License Identification Number A-3986

3500 S. Mike Ridge Ct.
Independence, Missouri 64057

Phone: (816) 809-8748
Email: 100mg@gmail.com

Drawn By: JLP
Checked By: JLP
Date Issued: 4/24/24
Dwg. Name:

Revisions:



Proj. No.

Sheet No.

A-1

Legend

Road Centerline

Parcels

Municipal Boundaries

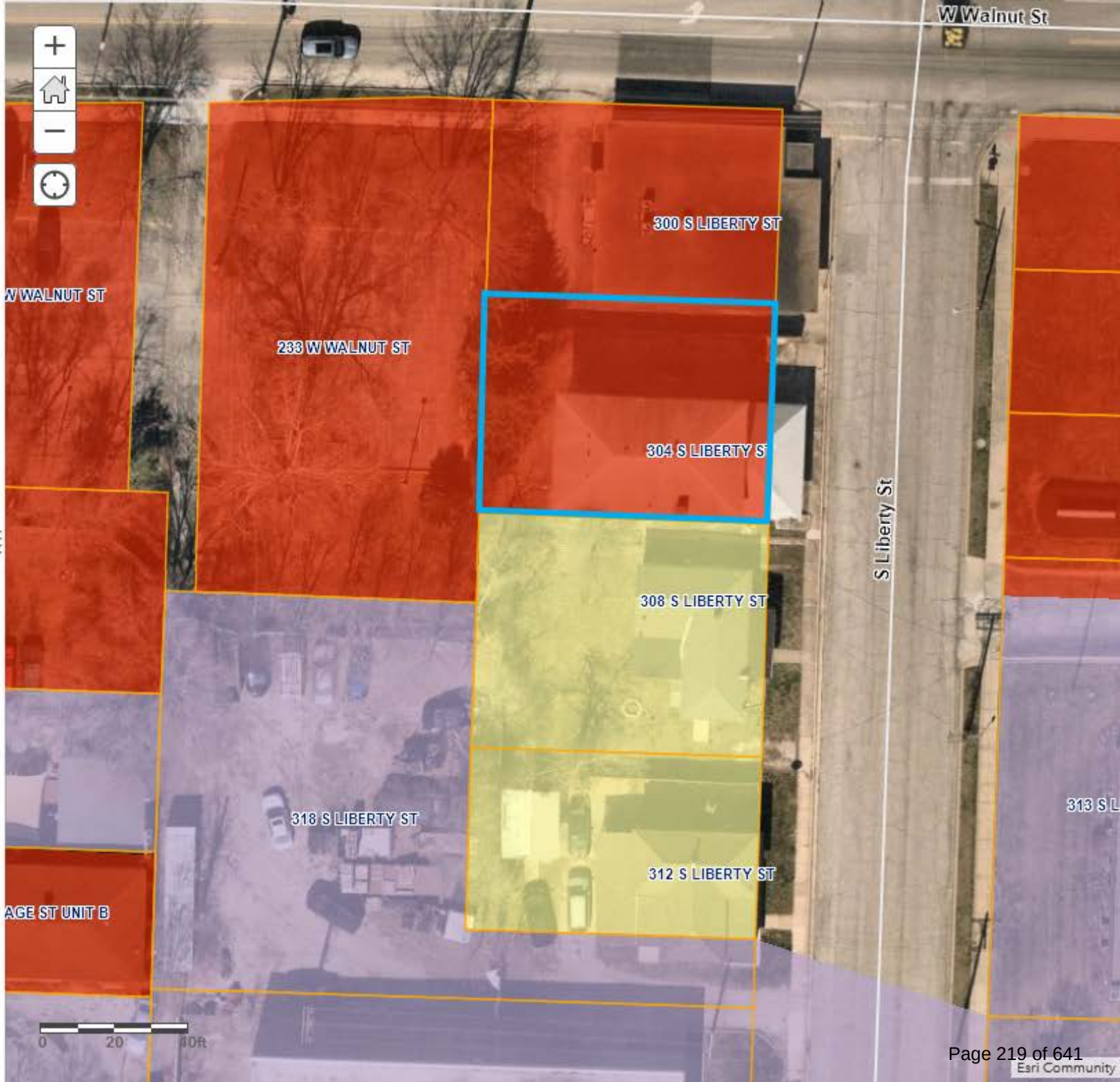
Proposed Land Use (Comp Plan)

- Residential Neighborhoods
- Residential Urban Neighborhoods
- Mixed Use
- Neighborhood Commercial
- Community Commercial
- Regional Commercial
- Office
- Business Park
- Industrial
- Civic/Public
- Community Attraction
- Parks
- Agricultural



Legend
Zoning District

- ARTS
- BP
- BP/PUD
- C-1
- C-2
- C-2/HL
- C-2/I-1/U
- C-2/PUD
- C-2/SUP
- C-3
- C-3/SUP
- DFD
- I-1
- I-1/HL
- I-1/SUP
- I-1/U
- I-2
- O-1
- O-1/PUD
- R-1
- R-12
- R-12/HL



City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-045 **2R** An ordinance vacating all that part of Blue Ridge Terrace, an existing unimproved 40' right-of-way located within the bounds of Blue Ridge Orchard, a subdivision in Independence, Jackson County, Missouri. **2R Ord. No. 19564**

Recommendations:

Council approval is recommended.

Background:

City Staff have received a request for vacation from the majority property owner of a 40-foot section of unconstructed right-of-way on Blue Ridge Terrace. This vacation will support additional development of the property. A 15-foot section of this vacation will be reserved as a general utility easement.

Emergency Justification:**Fiscal Impact:**

There is no fiscal impact to the City.

Council Action:

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

REVIEWERS

Lisa Reynolds
Jeremy Cover
Meagan Borth
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. BLUE RIDGE ORCHARD VACATION ORDINANCE
2. Blue Ridge Industrial Park - Easement Sketch - IPL
3. Rezoning Map 3-27-23

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE VACATING ALL THAT PART OF BLUE RIDGE TERRACE, AN EXISTING UNCONSTRUCTED 40' RIGHT-OF-WAY LOCATED WITHIN THE BOUNDS OF BLUE RIDGE ORCHARD, A SUBDIVISION IN INDEPENDENCE, JACKSON COUNTY, MISSOURI.

WHEREAS the unconstructed Right-Of-Way was recorded in 1916 on page 46 in Book 6 of the Jackson County, Missouri Deed Records; and,

WHEREAS the vacation of the forty (40) feet Unconstructed Right-Of-Way will support additional development of the property; and,

WHEREAS, the City has received a request for vacation from the majority property owner.

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

SECTION 1. That the City Council of the City of Independence, Missouri does hereby vacate the Unconstructed Right-Of-Way, Recorded in Book 6, Page 46 in its entirety and described as follows and reserves a 15' General Utility Easement also described as follows:

DESCRIPTION OF UNCONSTRUCTED RIGHT-OF-WAY TO BE VACATED

ALL THAT PART OF BLUE RIDGE TERRACE LOCATED WITHIN THE BOUNDS OF BLUE RIDGE ORCHARD, A SUBDIVISION IN INDEPENDENCE, JACKSON COUNTY, MISSOURI

DESCRIPTION OF GENERAL UTILITY EASEMENT TO BE RESERVED

THE EAST 15 FEET OF VACATED BLUE RIDGE TERRACE RIGHT OF WAY LYING WEST OF AND ADJACENT TO LOTS 15 THROUGH 26, BLUE RIDGE ORCHARD, A SUBDIVISION IN INDEPENDENCE, JACKSON COUNTY, MISSOURI

SECTION 2. That the Municipal Services Department is directed to file for record a certified copy of this ordinance in the Office of the Division of Property Records, in and for the County of Jackson, State of Missouri, at Independence.

PASSED THIS _____ DAY OF _____, 2024, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

ATTEST:

City Clerk

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

APPROVED - FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

Director of Finance and Administration
City of Independence, Missouri

C:\4410 - Blue Ridge Ind South\Drafting\4-11-2024\Easement Sketch - IDL.dwg 5/15/2024 10:11:16 AM

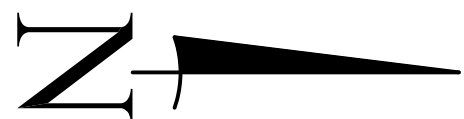
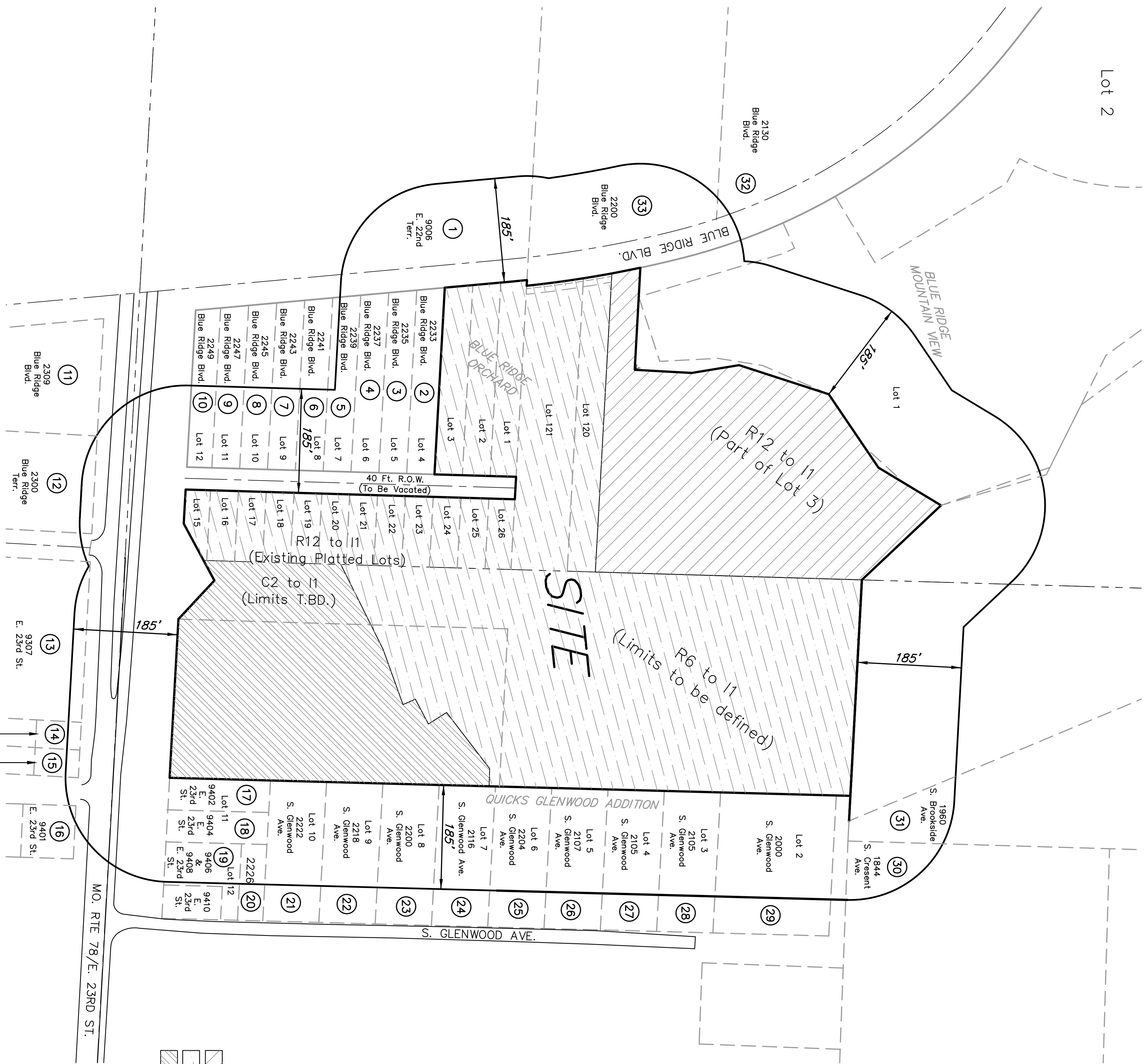
No. 001060

EASEMENT LOCATION SKETCH

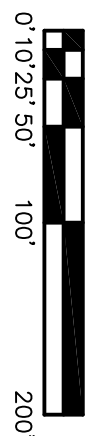


Page 223 of 641

Lot 2



SCALE: 1"=100'



LEGEND

-  Denotes R12 to I

PROPERTY

OWNER

PARCEL No.

- | | | |
|----|--|--|
| 1 | Jason & Lisa Rupunewski, Helen White
PO Box 6338
Edithröns Self-Storage IV Dist. Manager, LLC
Denver, CO, 80206 | 27-520-01-50
27-520-05-16
27-520-00-00 |
| 2 | Jason & Lisa Rupunewski, Helen White
2233 S Blue Ridge Blvd.
Independence, MO, 64052 | 27-520-01-50
27-520-00-00
27-520-00-00 |
| 3 | Jason & Lisa Rupunewski, Helen White
2235 S Blue Ridge Blvd.
Independence, MO, 64052 | 27-520-01-51
27-520-00-00
27-520-01-52 |
| 4 | Wanda Alexander
2237 S Blue Ridge Blvd.
Independence, MO, 64052 | 27-520-01-52
27-520-00-00
27-520-01-53 |
| 5 | Team Property & Investment LLC,
22922 Oxford St.
WoodlandsHills, CA, 91367 | 27-520-01-53
27-520-00-00
27-520-01-54 |
| 6 | Genevo Edwards
7304 E. Turner Blvd.
Kansas City, MO, 64055 | 27-520-01-54
27-520-00-00
27-520-01-55 |
| 7 | Francisco Rodriguez
15213 E 33rd St.
Independence, MO, 64055 | 27-520-01-55
27-520-00-00
27-520-01-56 |
| 8 | Shawmille D. Ross Sr.
2245 S Blue Ridge Blvd.
Independence, MO, 64052 | 27-520-01-56
27-520-00-00
27-520-01-57 |
| 9 | Hennemeth LLC,
605 SW US 40 Hwy, #447
Blue Springs, MO, 64014 | 27-520-01-57
27-520-00-00
27-520-01-58 |
| 10 | Ralph Perito
2249 S Blue Ridge Blvd.
Independence, MO, 64052 | 27-520-01-58
27-520-00-00
27-520-01-59 |
| 11 | Grace Christian Assembly
21039 Blue Ridge Blvd.
Independence, MO, 64052 | 27-520-01-59
27-520-00-00
27-520-01-60 |
| 12 | Grace Christian Assembly
2500 Blue Ridge Blvd.
Independence, MO, 64052 | 27-530-01-01
27-520-00-00
27-520-01-61 |
| 13 | My Store III Inc.
6212 W 138th St.
Overland Park, KS, 66223 | 27-540-06-39
27-540-00-00
27-540-06-02 |
| 14 | My Store III Inc.
6212 W 138th St.
Overland Park, KS, 66223 | 27-540-06-02
27-540-00-00
27-540-06-01 |
| 15 | My Store III Inc.
6212 W 138th St.
Overland Park, KS, 66223 | 27-540-06-01
27-540-00-00
27-540-05-80 |
| 16 | Hunter Kelly
9401 E 23rd St.
Independence, MO, 64052 | 27-540-05-80
27-540-00-00
27-540-05-03 |
| 17 | Henry Courtlynn
9402 E 23rd St.
Independence, MO, 64052 | 27-540-05-03
27-540-00-00
27-540-05-04 |
| 18 | MSASA, LLC
1546 N. Alabama St.
Indianapolis, IN 46202 | 27-540-05-04
27-540-00-00
27-540-05-06 |
| 19 | Genesis Property, LLC
7715 Shawnee Mission Pkwy, #101
Overland Park, KS 66202 | 27-540-05-06
27-540-00-00
27-540-05-07 |
| 20 | Dionna Sue Rowllins
2226 S. Glenwood Ave.
Independence, MO, 64052 | 27-540-05-07
27-540-00-00
27-540-05-08 |
| 21 | Abigail Bodley & Michaeline Bodley
2222 S. Glenwood Ave.
Independence, MO, 64052 | 27-540-05-08
27-540-00-00
27-540-05-09 |
| 22 | James Edward Workman Jr. & Joy Amethyst
817 Monica Dr.
Independence, MO, 64056 | 27-540-05-09
27-540-00-00
27-540-05-10 |
| 23 | Nob Meadow
2200 S. Glenwood Ave.
Independence, MO, 64052 | 27-540-05-10
27-540-00-00
27-540-05-11 |
| 24 | Gary Shore
216 S. Glenwood Ave.
Harrisonville, MO, 64052 | 27-540-05-11
27-540-00-00
27-540-05-13 |
| 25 | Zechariah & Angelica Shaffer
2204 S Glenwood Ave.
Independence, MO, 64052 | 27-540-05-13
27-540-00-00
27-540-05-12 |
| 26 | Zechariah & Angelica Shaffer
2204 S Glenwood Ave.
Independence, MO, 64052 | 27-540-05-12
27-540-00-00
27-540-05-14 |
| 27 | Zechariah & Angelica Shaffer
2204 S Glenwood Ave.
Independence, MO, 64052 | 27-540-05-14
27-540-00-00
27-540-05-15 |
| 28 | Colman Keys
147 E. Lexington
Independence, MO, 64052 | 27-540-05-15
27-540-00-00
27-540-05-16 |
| 29 | Land Trust of Jackson County Missouri
4035 Central
Kansas City, MO, 64111 | 27-540-05-16
27-540-00-00
27-540-05-17 |
| 30 | Jean Riddle E-Transter
3910 Lake Lakewood Drive
Late Letowemo, MO, 64066 | 27-540-05-17
27-540-00-00
27-540-06-16 |
| 31 | Chris & Tamara Wise
3004 N Union St.
Independence, MO, 64052 | 27-540-06-16
27-540-00-00
27-540-05-08 |
| 32 | Lance Houston
L & J Trust
13411 N. Agnes Smithville, MO, 64089 | 27-540-05-08
27-540-00-00
27-520-05-07 |
| 33 | R C B Enterprises
1601 Walrod Ave.
Kansas City, MO, 64127 | 27-520-05-07
27-520-00-00
27-520-05-16 |

REVISIONS	DESCRIPTION
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[illegible]

APPLICANT / OWNER:

L & J Trust, Lance & Janet I. Houston – Trustees
13411 N. Agnes Smithville, MO. 64089
and

AUTHORIZED OWNERS REPRESENTATIVE:

Rouse Frets White Goss
Gentile Rhodes, P.C.
4510 Bellevue Ave., Suite 300
Kansas City, MO. 64111

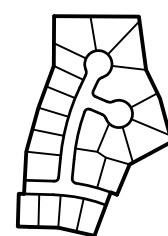
REZONING MAP

L & J Trust and DFMF & JHSH LLC

SECTION 8-49-32

INDEPENDENCE, JACKSON COUNTY, MISSOURI

WEISKIRCH & PARKS ENGINEERS, INC



MO. CERTIFICATE OF AUTHORITY
L.S. No. 000247
111 NORTH MAIN, SUITE #10
INDEPENDENCE, MISSOURI 64050
(816)254-5000 FAX: (816)252-9712
WPKC@WPEKC.COM

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-046 **2R** An ordinance vacating an existing unimproved right-of-way of all that part of South Main Street as dedicated in Martha's Vineyard, a subdivision in Independence, Jackson County, Missouri, also vacating an existing utility easement of all that part of a vacated alley in Martha's Vineyard, a subdivision in Independence, Jackson County, Missouri. **2R Ord. No. 19565**

Recommendations:

Council approval is recommended.

Background:

Approval of this ordinance will vacate an area of unimproved right-of-way and reserve a 15' sanitary sewer easement, and 15' power easement to cover existing and future infrastructure needs. This vacation and easement will support additional development of the properties located at/near 1520 S Main St. and 1550 S. Noland Rd.

Emergency Justification:**Fiscal Impact:**

There is no fiscal impact to the City.

Council Action:

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

REVIEWERS

Lisa Reynolds
Jeremy Cover
Meagan Borth
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. 1520 and 1550 ROW AND GUE VACATION DOCUMENT
2. 1550 S Noland Road S Main St and Easements Exhibit

3. 1550 S Noland San Sew Easement
4. 1550 S Noland Right of Way Vacation
5. UTILITY EASEMENT VACATION
6. 1550 S Noland Power Easement

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE VACATING AN EXISTING UNCONSTRUCTED RIGHT-OF-WAY OF ALL THAT PART OF SOUTH MAIN STREET AS DEDICATED IN MARTHA'S VINEYARD, A SUBDIVISION IN INDEPENDENCE, JACKSON COUNTY, MISSOURI. ALSO VACATING AN EXISTING UTILITY EASEMENT OF ALL THAT PART OF A VACATED ALLEY IN MARTHA'S VINEYARD, A SUBDIVISION IN INDEPENDENCE, JACKSON COUNTY, MISSOURI.

WHEREAS the unconstructed Right-Of-Way was recorded in 1890 on page 36 in Book 4 of the Jackson County, Missouri Deed Records; and,

WHEREAS the Utility Easement was recorded as Document #I-76697 on Page 1483 in Book 1230 of the Jackson County, Missouri Deed Records; and,

WHEREAS the vacation of the unconstructed Right-Of-Way and Utility Easement will support additional development of the property; and,

Whereas the City will reserve a 15' Sanitary Sewer Easement and a 15' Power Easement to cover existing and future infrastructure and support additional development of the property; and,

WHEREAS, the City has received a request for vacation from the property owners.

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

SECTION 1. That the City Council of the City of Independence, Missouri does hereby vacate the Unconstructed Right-Of-Way, Recorded in Book 4, Page 36 in its entirety and Utility Easement, Recorded as Document #I-76697, Book 1230, Page 1483, in its entirety, both described as follows:

DESCRIPTION OF UNCONSTRUCTED RIGHT-OF-WAY TO BE VACATED

All that part of South Main Street as dedicated in Martha's Vineyard, a subdivision in the City of Independence, Jackson County, Missouri for the vacation of right of way, being more particularly described as follows: commencing at the southeast corner of Lot 24 thence North 88 degrees 15 minutes 42 seconds West with the south lines of Lots 24 and 31, Martha's Vineyard, a distance of 336.00 feet to the southwest corner of Lot 31, said point also being the point of beginning; thence South 01 degrees 44 minutes 54 seconds West, no longer with the south lines of said Lots 24 and 31, and now with the west line of Lot 30, Martha's Vineyard, and with the easterly right-of-way line of South Main Street, a distance of 43.79 feet; thence North 87 degrees 34 minutes 46 seconds West, no longer with the west line of said Lot 30 and now with the easterly prolongation of the south right-of-way line of vacated Charles Street, a distance of 70.00 feet to the northeast corner of Lot 114, Martha's Vineyard; thence North 01 degrees 44 minutes 54 seconds East, with the westerly right-of-way line of South Main Street, a distance of 222.96 feet; thence South 88 degrees 15 minutes 42 seconds East, and no longer with said westerly right-of-way line, a distance of 70.00 feet to a point on the east right-of-way line of South Main Street and said point also being the northwest corner of Lot 33, Martha's Vineyard; thence South 01 degrees 44 minutes 54 seconds West, with the east right-of-way line of South Main Street and with the west lines of Lots 33, 32, and 31, Martha's Vineyard, a distance of 180.00 feet to the point of beginning. The above described tract of land contains 15,636 square feet or 0.36 acres.

DESCRIPTION OF UTILITY EASEMENT TO BE VACATED

All that part of a vacated alley in Martha's Vineyard, a subdivision in the City of Independence, Jackson County, Missouri (as recorded in Document No. I-76697 in Book I230 at page 1483), being more particularly described as follows: commencing at the southeast corner of Lot 24 thence North 88 degrees 15 minutes 42 seconds West with the south line of Lot 24 a distance 176.00 feet to the southeast corner of Lot 34, said point being on the west line of aforesaid alley; thence North 01 degrees 44 minutes 54 seconds East, with the east lines of Lots 31, 32, and 33, Martha's Vineyard and the west line of said vacated 16.00 foot alley, a distance of 180.00 feet to the southeast corner of Lot 34, said point also being the point of beginning; thence continuing North 01 degrees 44 minutes 54 seconds East, with the east line of Lot 34, a distance of 60.00 feet to the northeast corner of said Lot 34; thence South 88 degrees 15 minutes 42 seconds East, with the easterly prolongation of the north line of said Lot 34, a distance of 10.00 feet; thence South 01 degrees 44 minutes 54 seconds West, and no longer with the easterly prolongation of the north line of said Lot 34, a distance of 60.00 feet; thence North 88 degrees 15 minutes 42 seconds West, with the easterly prolongation of the south line of Lot 34, a distance of 10.00 feet to the point of beginning. The above described tract of land contains 600 square feet or 0.01 acres.

SECTION 2. That the City Council of the City of Independence, Missouri does hereby reserve a 15' Sanitary Sewer Easement, and a 15' Power Easement, both described as follows:

DESCRIPTION OF SANITARY SEWER EASEMENT

All that part of South Main Street in Martha's Vineyard, a subdivision in the City of Independence, Jackson County, Missouri being more particularly described as follows: commencing at the southeast corner of Lot 24, Martha's Vineyard thence North 88 degrees 15 minutes 42 seconds West with the south lines of Lots 24 and 31, Martha's Vineyard, a distance of 336.00 feet to the southwest corner of Lot 31, said point also being on the east right-of-way line of South Main Street; thence South 01 degrees 44 minutes 54 seconds West, with the east right-of-way line of South main Street and no longer with the south line of said Lots 24 and 31, a distance of 43.79 feet to a point on the easterly prolongation of the south line of vacated Charles Street; thence North 87 degrees 34 minutes 46 seconds West, with the prolongation of the south right-of-way line of vacated Charles street, a distance of 35.00 feet to the centerline of South Main Street; thence North 01 degrees 44 minutes 54 seconds East, with the centerline of South Main Street, a distance of 223.38 feet to a point on the westerly prolongation of the north line of Lot 33, Martha's Vineyard; thence North 88 degrees 15 minutes 42 seconds West, with the westerly prolongation of the north line of said Lot 33, a distance of 15.00 feet; thence South 01 degrees 44 minutes 54 seconds West, and parallel with the centerline of South Main Street, a distance of 223.20 feet to point on the easterly prolongation of the south line of vacated Charles Street; thence South 87 degrees 34 minutes 46 seconds East, with the prolongation of the south line of the vacated Charles street, a distance of 15.00 feet to the point of beginning. The above described tract of land contains 3,349 square feet or 0.07 acres.

DESCRIPTION OF POWER EASEMENT

All that part of South Main Street as dedicated in Martha's Vineyard, a subdivision in the City of Independence, Jackson County, Missouri being more particularly described as follows: commencing at the southeast corner of Lot 24, Martha's Vineyard, thence North 88 degrees 15 minutes 42 seconds West, with the south line of Lots 24 and 31 of Martha's Vineyard, a distance of 336.00 feet to the southwest corner of said Lot 31; thence South 01 degrees 44 minutes 54 seconds West, and no longer with the south lines of said Lots 24 and 31, and now with the west line of Lot 30, Martha's Vineyard and with the easterly right-of-way line South Main Street, a distance of 43.79 feet; thence North 87 degrees 34 minutes 46 seconds West, no longer with the west line of said Lot 30 and the east right-of-way line of South Main Street, and now with the prolongation of the south right-of-way line of the now

vacated Charles street, a distance of 35.00 feet to the point of beginning; thence North 01 degrees 44 minutes 54 seconds East, no longer with said prolongation and with the centerline of South Main Street, a distance of 223.38 feet; thence South 88 degrees 15 minutes 42 seconds East, with the prolongation of the north line of Lot 33, Martha's Vineyard, a distance of 15.00 feet; thence South 01 degrees 44 minutes 54 seconds West, and no longer with said prolongation, a distance of 223.56 feet to a point on the easterly prolongation of the south line of vacated Charles Street; thence North 87 degrees 34 minutes 46 seconds West, with the easterly prolongation of the south right-of-way line of vacated Charles Street, a distance of 15.00 feet to the point of beginning. The above described tract of land contains 3,352 square feet or 0.08 acres.

SECTION 3. That the Municipal Services Department is directed to file for record a certified copy of this ordinance in the Office of the Division of Property Records, in and for the County of Jackson, State of Missouri, at Independence.

PASSED THIS _____ DAY OF _____, 2024, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

ATTEST:

City Clerk

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

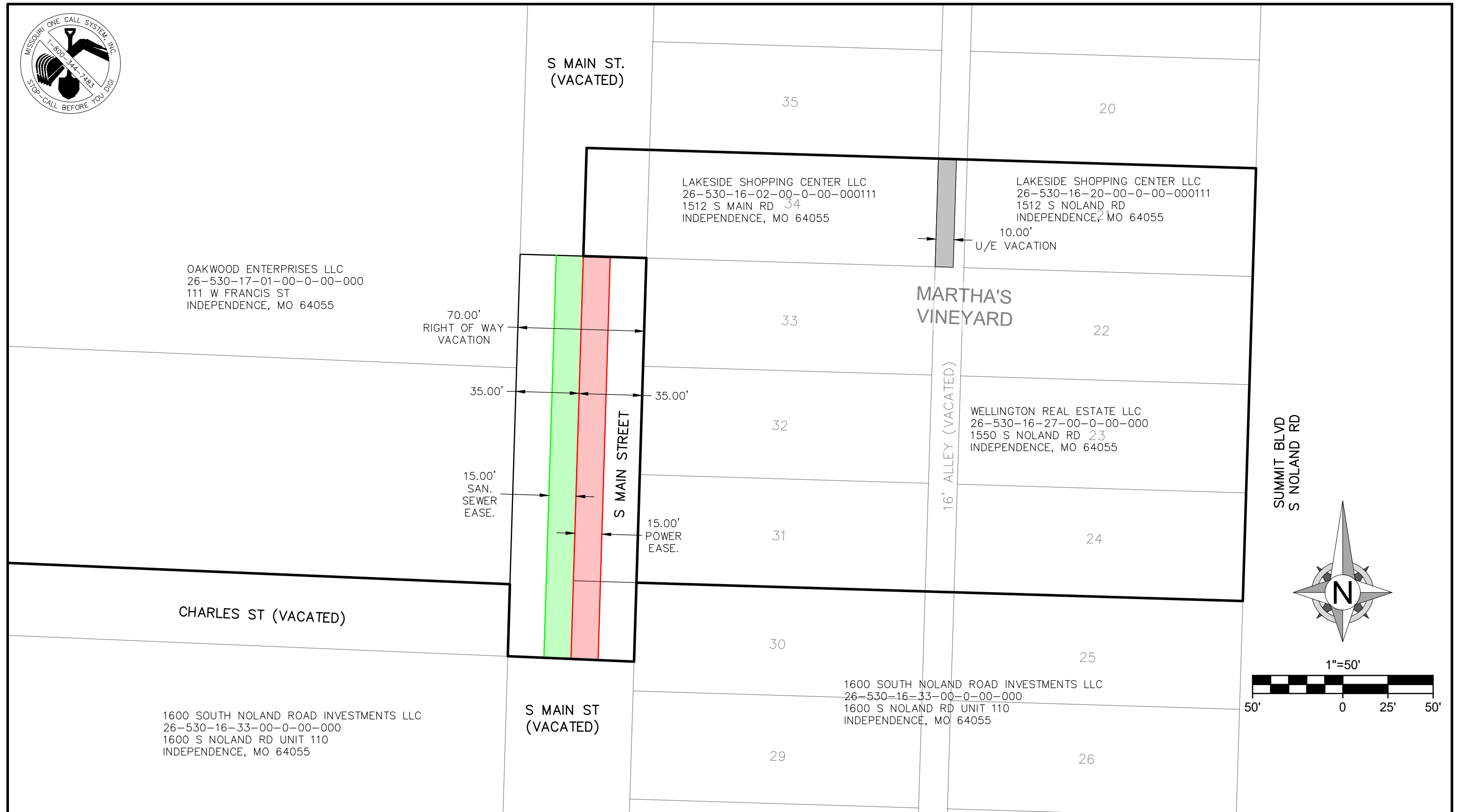
APPROVED - FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

Director of Finance and Administration
City of Independence, Missouri





8455 College Boulevard
Overland Park, KS 66210
816.777.0400
COA# E-137

Engineering beyond.™

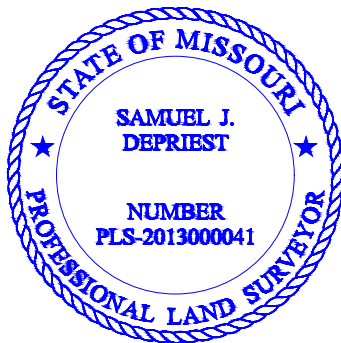
CRASH CHAMPIONS
EXHIBIT "B"

RIGHT OF WAY VACATION & EASEMENT DEDICATION
1550 S. NOLAND RD, INDEPENDENCE, MO

DRAWN BY: BTG	FIELD BY: BTG
DATE: 05-02-2024	FIELD BK: -

SANITARY SEWER EASEMENT

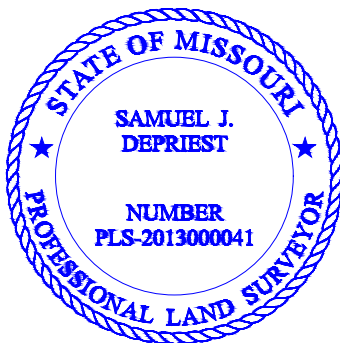
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05/07/2024

RIGHT OF WAY VACATION

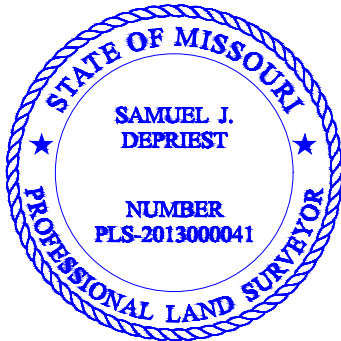
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05/07/2024

UTILITY EASEMENT VACATION

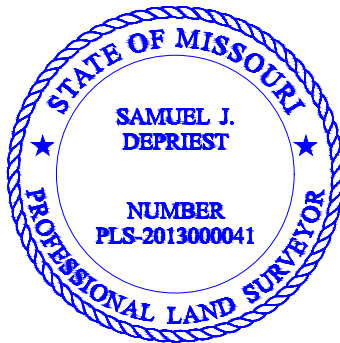
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05/07/2024

POWER EASEMENT

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05/07/2024

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-047 **2R** An ordinance adopting amendments to the Fiscal Year 2023-2024 budget, which was approved by Ordinance No. 19453 **2R Ord. No. 19566**

Recommendations:

Staff recommends approval of this item.

Background:

This ordinance will increase appropriations in the amount of \$26,596,851 in the 2023-24 Operating Budgets of various departments and funds for budget changes that occurred during the current fiscal year that have been requested by operating departments.

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

Emergency Justification:**Fiscal Impact:**

Increased appropriations due to increased revenues will result in \$0 net impact. Appropriations from the Unassigned Fund Balance will result in an impact of \$990,573 and from debt proceeds will result in an increase of \$20,000,000 for the funds and departments listed below:

Department	Fund	Amount
Various	002	\$50,198
Police Forfeiture Account	002	84,775
Parks, Recreation & Tourism	004	19,700
Fire	017	675,000
Municipal Services	030	14,300
Municipal Services	040	3,400
Power & Light	020	143,200
Various	057	20,000,000

Council Action:

Department / City Manager /
Contact

REVIEWERS

Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Appropriations Ordinance - Q4 (1)
2. Appropriations Background - Q4

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE ADOPTING AMENDMENTS TO THE FISCAL YEAR 2023-2024
BUDGET, WHICH WAS APPROVED BY ORDINANCE NO. 19453.

WHEREAS, the adopted Operating and Capital budgets for the 2023-24 fiscal year were approved by the City Council by Ordinance No. 19453; and,

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

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

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

SECTION 1. Increased appropriations in the amount of \$20,000,000 in the Buildings & Other Improvements Fund (057) from debt proceeds for the lease purchase of the Landmark Building.

SECTION 2. Increased revenues in the amount of \$3,600 from reimbursements for expenses for the Mayor's Prayer Breakfast in the General Fund (No. 002) and appropriated a total of \$3,600 in the Mayor & City Council account in the General Fund (No. 002).

SECTION 3. Increased revenues in the amount of \$620,000 in the Marijuana Sales Tax Fund (No. 065) and increased appropriations in the amount of \$382,275 from the Marijuana Sales Tax Fund (No. 065) for professional services related to the Justice Center Master Plan Development.

SECTION 4. Increased revenues in the amount of \$5,000,000 from grants related to the development project at NorthPoint/EastGate Commerce Center in the Storm Drainage Improvement Fund (No. 058) and appropriated a total of \$5,000,000 in the Storm Drainage Improvement Fund (No. 058).

SECTION 5. Increased revenues in the General Fund (No. 002) in the amount of \$169,702 and increased appropriations in the General Fund (No. 002) of \$219,900, including the appropriation of \$50,198 from General Fund Unassigned Fund Balance (No. 002); Increased revenues in the Health Property Tax Levy Fund (No. 005) in the amount of \$38,016 and increased appropriations in the amount of \$21,800; Increased revenues in the Central Garage Fund (No. 090) in the amount of \$15,194 and increased appropriations in the amount of \$14,900; Increase appropriations in the amount of \$14,300 from the Sanitary Sewer Fund Unassigned Fund Balance (No. 030); Increased appropriations in the amount of \$3,400 from the Water Fund Unassigned Fund Balance (No. 040); Increased appropriations in the amount of \$143,200 from the Power & Light Fund Unassigned Fund Balance (No. 020) all related to the receipt of auction proceeds and increased expenditures for the Enterprise Lease Program.

SECTION 6. Increased appropriations in the amount of \$84,775 from Police Forfeiture revenues in the General Fund (No. 002) to Police Forfeiture expenditures in the General Fund (No. 002).

SECTION 7. Increased revenues in the amount of \$13,251 from grants and donations for Police programs and services in the Grants Fund (No. 015) and appropriated a total of \$13,251 the Police Grants account in the Grants Fund (No. 015).

SECTION 8. Increased revenues in the amount of \$750 from grants and donations for Health & Animal Services programs and services in the Grants Fund (No. 015) and appropriated a total of \$750 the Health & Animal Services Grants account in the Grants Fund (No. 015).

SECTION 9. Increased appropriations in the amount of \$19,700 from the Tourism Fund Unassigned Fund Balance (No. 004) for the Truman Depot & Pacific Trail project.

SECTION 10. Increased appropriations in the amount of \$675,000 from the Fire Protection Sales Tax Fund Unassigned Fund Balance (No. 017) for the purchase of a fire pumper.

PASSED THIS _____ DAY OF _____, 2024, BY THE CITY COUNCIL OF
THE CITY OF INDEPENDENCE, MISSOURI.

ATTEST:

City Clerk

APPROVED - FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

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

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

Source is: As Indicated Above

Director of Finance and Administration
City of Independence, Missouri

**City of Independence, Missouri
Supplemental Appropriation Ordinance
Fiscal Year 2023-24**

Section 1:

Fund: Buildings & Other Improvements Fund

Department: Various

Source: Debt Proceeds

Description: Debt proceeds for the lease purchase of the Landmark Building were received in the amount of \$20,000,000. Appropriations for the total amount totaling \$20,000,000 are requested from these proceeds.
0577057-5401-572401-C

Section 2:

Fund: General Fund

Department: Mayor & City Council

Source: Increased Revenue – Grants &/or Donations

Description: Increased expenses of \$3,600 for the annual Mayor's Prayer Breakfast. All increased expenses are offset by increased revenues with no net impact on budget.
0024002-5240

Section 3:

Fund: Marijuana Sales Tax Fund

Department: Finance/City Manager Office

Source: Increased Revenues

Description: Tax revenues for the sale of recreational marijuana are expected to reach \$620,000 through FY2023-2024 year-end. Increased appropriations of \$382,275 for professional services related to the Downtown Master Plan Development are requested.
0656565-5226

Section 4:

Fund: Storm Drainage Improv Fund

Department: Finance/Municipal Services

Source: Increased Revenue – Grants &/or Donations

Description: Increased grant revenues related to development at the NorthPoint/EastGate Commerce were accepted by Council on 8/7/2023. Increased appropriations are requested in the amount of \$5,000,000 for the project.

0587058-5406-582401-C

Section 5:

Fund: Various

Department: Various

Source: Increased Revenues & Fund Balance

Description: Increased revenues from auction proceeds related to the Enterprise Lease Program for the General Fund total \$169,702. Increased appropriations are requested for various General Fund Departments in the amount of \$219,900.

0024411-5239

0024412-5239

0024431-5239

0024460-5239

0024622-5239

0024631-5239

0024023-5239

0025011-5239

0026015-5239

0025111-5239

Increased revenues from auction proceeds related to the Enterprise Lease Program for the Health & Animal Services Department in the Health Property Tax Levy Fund total \$38,016. Increased appropriations are requested for the department in the amount of \$21,800.

0054746-5239

Increased revenues from auction proceeds related to the Enterprise Lease Program for the Central Garage in the Central Garage Fund total \$15,194. Increased appropriations are requested for the department in the amount of \$14,900.

0905121-5239

Increased appropriations are requested for the Municipal Services Department in the Sanitary Sewer Fund in the amount of \$14,300.

0305215-5239

0305230-5239

0305240-5239

Increased appropriations are requested for the Municipal Services Department in the Water Fund in the amount of \$3,400.

0404810-5239

Increased appropriations are requested for Independence Power & Light in the Power & Light Fund in the amount of \$143,200.

0206123-5239

Section 6:

Fund: General Fund

Department: Police

Source: Police Forfeiture Funds

Description: The Police Department requests to use forfeiture funds in the total amount of \$84,775, for the purposes listed below:

Appropriation of forfeiture funds in the amount of \$71,001 are requested for various Police projects for the security, resilience, and redundancy required in systems for emergency operations.

0024514-5402-TREAS

Appropriation of forfeiture funds in the amount of \$13,774 are requested for the Police Department's rifle replacement program.

0024514-5405-TREAS

Section 7:

Fund: Grants Fund

Department: Police

Source: Increased Revenues – Various Grants & donations

Description: The Police Department was awarded grants and donations for the purposes listed below. Appropriation for the total amount of these grants and donations, totaling \$13,251, is requested.

Increased appropriations in the amount of \$1,251 for an addendum to 2022 MOU with Kansas Bureau of Investigation (KBI) for additional Supplies/Fuel expenses

0154550-5316-HIDTA

Increased appropriations in the amount of \$12,000 for an agreement with the Organized Crime Drug Enforcement Task force for IPD detectives to participate in overtime for federal OCDETF Strategic Initiative funding.

0154550-5102-OCDET

Section 8:

Fund: Grants Fund

Department: Health & Animal Services

Source: Increased Revenues – Various Grants & donations

Description: The Health & Animal Services Department was awarded grants and donations from the Humane Society of the United States for care of unowned animals under stewardship of

the shelter. Appropriations for the total amount of these grants and donations, totaling \$750, is requested.

0154750-5309-HSUS

Section 9:

Fund: Tourism Fund

Department: Parks, Recreation & Tourism

Source: Tourism Fund Unassigned Fund Balance

Description: Parks, Recreation, and Tourism requests appropriation of \$19,700 from unassigned fund balance due to increased costs associated with the Truman Depot & Pacific Trail project #511702.

0046063-5406-5011702-C-7051-5406

Section 10:

Fund: Fire Protection Sales Tax Fund

Department: Fire

Source: Fire Protection Sales Tax Fund Unassigned Fund Balance

Description: Additional budget appropriations in the amount of \$675,000 are requested from unassigned fund balance for the purchase of a fire pumper.

0177017-5404-172401-C

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-048 **2R** An ordinance amending Article 22 of Chapter 1 of the City Code by deleting Section 1.22.004 and enacting in lieu thereof a new Section 1.22.004 changing the required age of the Municipal Judge **2R Ord. No. 19567**

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

**Department /
Contact**

Council and Board /

REVIEWERS

Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Amended Ord for Art 22 Sec 1.22

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING ARTICLE 22 OF CHAPTER 1 OF THE CITY CODE BY
DELETING SECTION 1.22.004 AND ENACTING IN LIEU THEREOF A NEW SECTION
1.22.004 CHANGING THE REQUIRED AGE OF THE MUNICIPAL JUDGE

WHEREAS, the City Charter in Article 4, sets forth certain minimum requirements for persons to be Municipal Court Judge; and,

WHEREAS, Section 479.020 of the Revised Statutes of Missouri provides that certain additional minimum qualifications for persons to be Municipal Court Judges and the City Council deems it advisable to adopt these recommendations;

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

Section 1. That Section 1.22.004 of the City Code be and is hereby repealed in its entirety and a new Section 1.22.004 is enacted in lieu thereof as follows:

“SEC 1.22.004. QUALIFICATIONS FOR OFFICE.

1. The Municipal Judge shall possess the qualifications as set forth below. He or she may complete their term so long as he or she remains qualified. He or she may not hold any other office within the municipal government, but may accept other employment notwithstanding the requirements of the Code of Judicial Conduct, Missouri Supreme Court Rule 2.
2. The minimum qualifications for the position of municipal court judge shall be as follows:
 - a. must be licensed to practice law in the State of Missouri and in good standing with the Missouri Bar for a minimum period of four years immediately preceding appointment.
 - b. must be a resident of the City for four years immediately preceding appointment, and remain a resident throughout the term.
 - c. must be at least 21 years old, but not more than ~~70~~ 75 years old.

Section 2. That the applicable provisions of Ordinance number 19274 and all other ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3. That all other provisions of the City Code shall remain in full force and effect unless previously or subsequently amended or repealed.

PASSED THIS ____ DAY OF JUNE 2024 BY THE CITY COUNCIL OF THE CITY OF
INDEPENDENCE, MISSOURI.

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

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-043 2R An ordinance amending Article 3 of Chapter 5 of the City Code by enacting new sections to revise and clarify the requirements for extended stay hotels. 2R **Postponed for 60 days to 9/3/2024 agenda**

Recommendations:

Staff recommends approval.

Background:

On September 5, 2023, the City Council approved Ordinance No 19480 amending Chapter 5 of the City Code to add regulations pertaining to extended stay hotels. Since the adoption of these regulations, the City has had ongoing conversations with community members on updates and changes to these regulations. These conversations led to the proposed ordinance that revise and clarify the requirements for extended stay hotels. Specifically, this ordinance:

1. Creates a clearer definition of an extended stay hotel.
2. Increases the re-registration for an extended stay hotel from 7 days to 21 days.
3. Allows the City to accelerate inspections of the extended stay hotel if violations are found to once every 90 days.
4. The ordinance allows the following three (3) exceptions to the mandatory room change every 8 weeks:
 1. Registered occupants staying in rooms reserved and designated for disabled or handicapped guests in compliance with the Americans with Disabilities Act or ADA.
 2. Registered occupants who are staying in a room booked on their behalf or paid for by an insurance company or the occupant's employer.
 3. Registered occupants who are staying in a room via a referral from a non-profit community partner agency.

Staff believes the proposed amendment will better serve our community and help regulate extended stay hotels to ensure the public safety in and around hotels.

Emergency Justification:**Fiscal Impact:**

There is no fiscal impact.

Council Action:

Department / Contact	Community Development /
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REVIEWERS

Tom Scannell
Jeremy Cover
Meagan Borth
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Ordinance Regarding Extended Stay Revisions 2024

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING ARTICLE 3 OF CHAPTER 5 OF THE CITY CODE BY ENACTING NEW SECTIONS TO REVISE AND CLARIFY THE REQUIREMENTS FOR EXTENDED STAY HOTELS.

WHEREAS, the City of Independence may make and enforce within its limits all local, police, sanitary, and other ordinances and regulations not in conflict with general laws; and

WHEREAS, City Council has previously enacted regulations relating to hotels, motels, and lodging establishments; and

WHEREAS, City Council has also previously enacted provisions specifically regulating extended guest stays at these facilities; and

WHEREAS, City Council desires to update these regulations in collaboration with residents and local business owners.

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

SECTION 1. The Code of Ordinances of the City of Independence Section 5.03.001 shall hereby be amended as follows:

SEC. 5.03.001. DEFINITIONS. In this Article:

EXTENDED STAY **HOTEL** means any **hotel, motel, or lodging establishment which** ~~tenant or occupant who exercises occupancy or is entitled to~~ **allow occupancy, as indicated on the establishment's annual business license,** by reason of concession, permit, right of access, license or other agreement for a period of sixteen consecutive calendar days or more, counting portions of calendar days as full days.

HOTEL means any structure or any portion of any structure that is occupied or intended or designed for occupancy by transients for dwelling, lodging or sleeping purposes and includes, but is not limited to, any hotel, inn, bed and breakfast, tourist home or house, motel, studio hotel, bachelor hotel, lodging house, rooming house, apartment house, dormitory, public or private club, mobile home or house trailer at a fixed location. **Hotels may only allow occupants to stay fifteen (15) days or less per stay unless licensed as an extended stay hotel.**

NONPROFIT COMMUNITY PARTNER AGENCY means a nonprofit organization that provides critical services, including but not limited to housing services, case management, education, workforce development, health care, and legal services, to low- and moderate-income individuals and/or households.

OCCUPANCY means the use or possession or the right to the use or possession of any room or rooms or portion thereof in any hotel for dwelling, lodging or sleeping purposes.

OPERATOR means the person who is the proprietor of a hotel. Where the operator performs functions through a managing agent of any type other than an employee the managing agent shall also be deemed an operator for the purposes of this Article and shall have the same duties and liabilities as the principal. Compliance with the provisions of this Article by either the principal or the managing agent shall be compliance by both.

PERSON means any individual, firm, partnership, joint venture, association, social club, fraternal organization, joint stock company, corporation, estate, trust, business trust, receiver, trustee, syndicate or any other group or combination acting as a unit.

RENT means the consideration charged for the occupancy of space in a hotel.

TENANT means any person who exercises occupancy or is entitled to occupancy by reason of concession, permit, right of access, license or other agreement. OCCUPANT can be used interchangeably with TENANT.

TRANSIENT means any tenant who exercises occupancy or is entitled to occupancy by reason of concession, permit, right of access, license or other agreement for a period of thirty consecutive calendar days or less, counting portions of calendar days as full days. Any such tenant so occupying space in a hotel shall be deemed to be a transient until the period of thirty days has expired unless there is an agreement in writing between the operator and the occupant providing for a longer period of occupancy. In determining whether a person is a transient, uninterrupted periods of time extending both prior and subsequent to the effective date of this Article may be considered.

RECORD means all electronic, typewritten, or handwritten information about a tenant.

REGISTER means a machine in which electronic or typewritten records are kept or a document or set of documents in which handwritten or typewritten records are kept.

SECTION 2. The Code of Ordinances of the City of Independence Section 5.03.19 shall hereby be amended as follows:

SEC.5.03.019 EXTENDED STAYS - OCCUPANCY STANDARDS.

A. Each hotel, motel or lodging place shall only rent to and allow occupancy by transient guests, **unless it is licensed as an extended stay hotel.** ~~an existing hotel, motel or lodging place has a current special land use permit which expressly allows for stays longer than fifteen (15) days.~~ **Nevertheless, N** ~~no~~ person may be an occupant or tenant in the **any** facility for more than sixty (60) days in any six-month period. The owner shall develop and implement procedures to prevent stays for a longer period of time which shall be subject to review by the City.

1. ~~Exception: Extended stays by guests may be allowed in certain facilities which have the following physical design features and amenities:~~ **Extended stay hotels shall meet the following physical design features and requirements:**
 - a. Building. Each facility shall provide a main entrance to a lobby. Entry into any guest suite shall be from an interior hallway. All hallways to guest suites shall be within the interior of the building and shall be climate-controlled. All entrances into the building shall require a valid suite key card to open and shall be equipped with self-closing doors.
 - b. Oversized and Suite-Style Accommodations. All guest suites on the property must be set up in a suite configuration with a separate area for food preparation, dining, and other living activities. All suites must be fully furnished with bedding, table and chairs, with all linens provided.
 - c. Kitchenette. All guest suites must be adequately equipped for in-suite storage of food and safe preparation of meals and include:
 - (1) Separate Sink. Must be located outside of the bathroom and integrated within a countertop having at least 12 square feet of flat surface area;
 - (2) Appliances. A separate area within each suite must contain a two-burner cooktop, microwave, and efficiency-sized refrigerator/freezer at least 8 cubic feet in capacity;
 - (3) Vent Hood. Must be positioned immediately above the cooktop to vent steam and aromas; and
 - (4) Dry Storage. Cabinets must be placed above and below the countertop to provide for at least 25 cubic feet of storage of non-perishable items, separate and apart from the closet.
 - d. **Exception. Legally existing extended stay hotels that were designed and constructed with the Building design in paragraph a. above shall be exempted from that requirement. If the legally existing extended stay hotel is expanded in either square footage or number of rooms, the building shall comply with paragraph a. above.**
2. No facility, including **extended stay hotels** ~~those meeting the above requirements,~~ may provide for extended stays until express authorization is noted on the facility's annual business license. Further, no such facility shall be used for long stays as a replacement for permanent housing.
 - a. In the City's sole discretion, authorization to provide for extended stays may be denied or withdrawn due to excessive qualifying calls for police service relating to: crimes of violence, unlawful drug activity, prostitution, solicitation, peace

disturbances, thefts, vandalism, unlawful weapon offenses, and property crimes. In reaching this determination, the City may consider the ratio of qualifying calls for police service in the preceding twelve (12) month period, as compared to the number of rooms available for occupancy in the facility. In the event the ratio of qualifying calls for police service places the hotel in the top twenty (20%) percent of all hotels in the City; the calls for police service to that hotel will be presumed to be excessive.

B. Occupancy Standards. Owners **of a hotel or extended stay hotel** shall develop and implement procedures to prevent stays for a longer period of time **than those allowed under this Article**. The following items shall be included as part of the procedure, in addition to the other requirements required under this Chapter.

1. Mandatory Re-Check-In. Registered tenants (including any occupant) **of extended stay hotels** desiring to stay at the facility for more than **twenty-one (21) seven (7)** days will be required to reregister ~~weekly~~ and be issued new keys. For ~~those extended stay hotels expressly allowed to register guests to stay longer than fifteen (15) days,~~ the registered occupants may not remain in the same room for more than eight (8) weeks consecutively and shall be required to change rooms for stays of a longer duration. **Hotels are expressly excluded from mandatory re-check in requirements so long as the facility is in compliance with this Chapter.**
 - a. Exception: For ~~those extended stay hotels expressly allowed to register guests to stay longer than 15 days,~~ the seven-day mandatory re-check-in and the mandatory room change every eight weeks shall not apply if the hotel is compliant with the following procedures:
 - (1) The **extended stay** hotel shall conduct housekeeping in each room at least once per week (which cannot be declined by the guest). In addition to any normal cleaning which may be required, housekeeping shall conduct an inspection of the room in accordance with a checklist developed and approved by the City. The staff's weekly inspection is intended to observe illegal or inappropriate behavior and safety issues. Staff shall complete the checklist and provide to hotel management. The hotel shall keep the completed checklists and a log showing the cleaning dates of each room; such records shall be kept for a minimum of two years and shall be made available to the City upon request.
 - (2) The **extended stay** hotel shall provide registration records to the City upon request and shall provide access so that the City may conduct periodic inspections of rooms. Such periodic inspections shall be conducted at the cost of the hotel.
- 1. In the event that City Inspectors find a violation of the City Code during an inspection under this Section, additional**

inspections shall be conducted by the City not less than once every ninety (90) days until the violation(s) have been corrected.

- (3) Registered occupants shall be required to re-check-in every calendar month during a stay of longer duration than 15 days. The registered occupant shall not be required to change rooms but shall be required to interact with hotel staff in the same manner as new guests checking in. The hotel shall ensure that occupancy of the room is consistent with hotel records and in compliance with the occupancy standards set forth in the Municipal Code.

b. **Exception: The prohibition on remaining in the same room for more than eight weeks is waived for the following individuals so long as housekeeping is performed no less than once per week in each room:**

- (1) **Registered occupants staying in rooms reserved and designated for disabled or handicapped guests in compliance with the Americans with Disabilities Act or ADA.**
- (2) **Registered occupants who are staying in a room booked on their behalf or paid for by an insurance company or the occupant's employer.**
- (3) **Registered occupants who are staying in a room via a referral from a non-profit community partner agency.**

2. Occupancy Limits. Occupancy limits for each room shall be determined by the Fire Marshal and shall be displayed in each room. No person may occupy a room without being registered with hotel management as an occupant. Occupancy of any room shall not exceed that fixed by the Fire Marshal at any time.
3. Refusal To Register. As permitted by the provisions of Section 315.067, RSMo., 2023, any person in charge of the facility shall refuse or deny the use of a room, accommodations, facilities or other privileges of the hotel to any person or persons exhibiting any of the following:
 - a. An individual who is unwilling or unable to pay for the room, accommodations, facilities, or other privileges of the hotel;
 - b. An individual who reasonably appears to be visibly intoxicated, under the influence of alcohol or other drug, or acts in a disorderly manner so as to be reasonably likely to create a public nuisance;

- c. An individual the person in charge of the facility has reason to believe or reasonably believes to be seeking to use a room, accommodations, facilities or other privileges of the hotel for an unlawful purpose;
 - d. An individual the person in charge of the facility has reason to believe or reasonably believes to be bringing in anything which may create an unreasonable danger or risk to other persons, including but not limited to explosives or the unlawful use of firearms;
 - e. An individual whose use of the room, accommodations, facilities or other privileges of the hotel would result in a violation of the maximum capacity of such room, accommodation, facility or hotel.
4. Ejection From Facility. As permitted by the provisions of Section 315.075, RSMo., 2023, the person in charge of the facility shall eject a person from the hotel and notify the appropriate local law enforcement authorities for any of the following reasons:
- a. Non-payment of charges incurred by the individual renting a room, accommodations or facilities of the hotel when the charges are due and owing;
 - b. Any individual renting a room, accommodations or facilities of the hotel who is visibly intoxicated, under the influence of alcohol or other drug or acting in a disorderly manner;
 - c. Any individual the person in charge of the facility has reason to believe or reasonably believes is using the premises for an unlawful purpose;
 - d. An individual the person in charge of the facility has reason to believe or reasonably believes to have brought something into the hotel which may create an unreasonable danger or risk to other persons, including but not limited to unlawful use of firearms or explosives; and
 - e. Any individual the person in charge of the facility has reason to believe or reasonably believes to be in violation of any Federal, State or local laws or regulations relating to the hotel.

SECTION 3. This Ordinance shall be in full force and effect from and after passage.

PASSED THIS ____ DAY OF _____, 2024, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

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

ATTEST:

City Clerk

APPROVED - FORM AND LEGALITY:

City Counselor

REVIEWED BY

City Manager

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

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-049 **1R** An ordinance authorizing acceptance of a grant in the amount of \$1,021,000.00 from the Missouri Department of Transportation for reimbursement for DRE Conference Fees and overtime programs for the Police Department for Impaired Driving Enforcement and Youth Alcohol Liquor Compliance Checks from October 1, 2024, to September 30, 2025; authorizing future change orders and/or time extensions for the same project and making the necessary appropriations. **1R READ**

Recommendations:

The Police Department recommends approving this ordinance.

Background:

The Missouri Department of Transportation, Office of Highway Safety will fund enforcement activities for education and enforcement projects related to traffic problems. The grant (Project #25-ENF-03-039) of \$1,021,000.00 will fund overtime for Impaired Driving, Youth Alcohol Enforcement, and Highway Safety Enforcement Campaigns. The Police Department will have year-round impaired driving enforcement periods. Enforcement will focus on areas where habitual DWI arrests have been made and where alcohol-related crashes have occurred. It will fund officers and underage confidential informants for Youth Alcohol Liquor Compliance Checks. The grant funds will also cover registration and travel expenses for up to three (3) officers to attend the DRE National Conference. All of these programs will be conducted during the time period of October 1, 2024, and September 30, 2025.

Emergency Justification:**Fiscal Impact:**

The fiscal impact to the City is \$1,021,000.00. Revenue totaling \$1,015,000.00 will be deposited in the Grant Fund, account 0154550-5102-DWIEN, and revenue totaling \$6,000.00 will be deposited in the Grant Fund, account 0154550-5203-DWIEN.

Council Action:

Department / Contact	Police Department /
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REVIEWERS

Dennea Leap
Michelle Sumstad
Jason Petersen
Adam Dustman
Jeremy Cover
Meagan Borth
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. 2024-2025 Ord -Acceptance of DWI Enforcement Grant Contract
2. 2024-2025 DWI Contract

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING ACCEPTANCE OF A GRANT IN THE AMOUNT OF \$1,021,000.00 FROM THE MISSOURI DEPARTMENT OF TRANSPORTATION FOR REIMBURSEMENT OF DRE CONFERENCE FEES AND OVERTIME PROGRAMS FOR THE POLICE DEPARTMENT FOR IMPAIRED DRIVING ENFORCEMENT AND YOUTH ALCOHOL LIQUOR COMPLIANCE CHECKS FROM OCTOBER 1, 2024, TO SEPTEMBER 30, 2025; AUTHORIZING FUTURE CHANGE ORDERS AND/OR TIME EXTENSIONS FOR THE SAME PROJECT AND MAKING THE NECESSARY APPROPRIATIONS.

WHEREAS, the City Council of the City of Independence, Missouri, finds it in the best interests of the City to make an effort to create and maintain as safe an atmosphere as possible for the motoring public; and,

WHEREAS, the Missouri Department of Transportation, Highway Safety Division, has offered a grant to the City of Independence for reimbursement of DRE Conference fees and overtime programs for the Police Department for impaired driving enforcement and youth alcohol liquor compliance checks in the amount of One Million Twenty-One Thousand and NO/100 Dollars (\$1,021,000.00) from October 1, 2024, through September 30, 2025; and,

WHEREAS, the City Council does wish to accept this grant and has concluded the grant conditions can be met;

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

SECTION 1. That the City Council hereby directs the City Manager of the City of Independence, Missouri, to accept the grant (Project #25-ENF-03-039) from the Missouri Department of Transportation and sign a contract for reimbursement to the City in the amount of One Million Twenty-One Thousand and NO/100 Dollars (\$1,021,000.00 for DRE Conference fees and overtime programs for the Police Department from October 1, 2024, through September 30, 2025, to provide enforcement with an emphasis on impaired driving enforcement and youth alcohol liquor compliance checks, a copy of which is attached hereto, incorporated by reference thereto, and made a part hereof as though fully set out herein.

SECTION 2. That appropriations are hereby increased in the 2024-2025 Fiscal Year Grant Fund Police Department Operating Budget in the amount of One Million Twenty-One Thousand and NO/100 Dollars (\$1,021,000.00) from increased Estimated Revenues from a Grant from the Missouri Department of Transportation, Highway Safety Division, for DRE Conference fees and overtime programs for impaired driving enforcement and youth alcohol liquor compliance checks.

SECTION 3. That the City Manager is further authorized to approve future change orders, extensions, amendments or addendums to this contract without Council approval, for an extension of time for completing the terms of this contract or for the receipt of additional funding for this project, provided there are no changes in the responsibilities to the City and provided each and every such change order, extension, amendment or addendum is approved by the City Manager, does not add more than 90% to the length of the contract or more than 50% to the original funding, is identified as being authorized by this ordinance and a copy is filed with the City Clerk.

SECTION 4. That the City Manager is hereby authorized to increase appropriations by the amount of any increases authorized by change order, extension, amendment or addendum for any increased funding under the terms of the previous section provided a copy of that action is also provided to the Finance Department.

PASSED THIS _____ DAY OF _____, 2024, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

ATTEST:

City Clerk

APPROVED - FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

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

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

Source is: State Grant

Director of Finance and Administration
City of Independence, Missouri

CONTRACT

Form HS-1

Version: 1

05/24/2024

Missouri Department of Transportation
Highway Safety and Traffic Division
P.O. Box 270
830 MoDOT Drive
Jefferson City, MO 65102
Phone: 573-751-4161
Fax: 573-634-5977

Project Title: Impaired Driving Enf/Youth Alcohol Enf
Project Number: 25-ENF-03-039
Project Category: Impairment Enforcement
Program Area: Impaired Driving Countermeasures

Funding Source: 154 AL / 20.607

Type of Project: Initial

Started: 10/01/2024

Federal Funds Benefiting	
State:	
Local:	\$1,021,000.00
Total:	\$1,021,000.00

Source of Funds	
Federal:	\$1,021,000.00
State:	
Local:	\$0.00
Total:	\$1,021,000.00

Prepared By
Wilson, Scott

Contract Period
Effective: 10/01/2024
Through: 09/30/2025

Subrecipient Authorizing Official

Date

Subrecipient Project Director

Date

MHTC Authorizing Official

Date

It is mutually agreed by the parties executing this contract to the following: the reimbursable costs shall not exceed the **total obligated amount of \$1,021,000.00**; the recipient of funds shall proceed with the implementation of the program as detailed in attached forms (which become part of this agreement) and shall adhere to conditions specified in attachments (which become part of this agreement); all Federal and State of Missouri laws and regulations are applicable and any addendums or conditions thereto shall be binding; any facilities and/or equipment acquired in the connection with this agreement shall be used and maintained for highway safety purposes; the recipient of funds must comply with the Title VI of the Civil Rights Act of 1964, and the Federal Funds from other sources, excluding Federal Revenue Sharing Funds, will not be used to match the Federal funds obligated to this project.

IN ORDER TO RECEIVE FEDERAL FUNDING, THE SUBRECIPIENT AGREES TO COMPLY WITH THE FOLLOWING CONDITIONS IN ADDITION TO THOSE OUTLINED IN THE NARRATIVE OF THE CONTRACT.

I. RELATIONSHIP

The relationship of the Subrecipient to the Missouri Highways and Transportation Commission (MHTC) shall be that of an independent contractor, not that of a joint enterpriser. The Subrecipient shall have no authority to bind the MHTC for any obligation or expense without the express prior written approval of the MHTC. This agreement is made for the sole benefit of the parties hereto and nothing in the Agreement shall be construed to give any rights or benefits to anyone other than the MHTC and the Subrecipient.

II. GENERAL REQUIREMENTS

The State and each subrecipient will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4 - Highway Safety Act of 1966, as amended
- Sec. 1906, Pub. L. 109-59, as amended by Sec. 25024, Pub. L. 117-58
- 23 CFR part 1300 - Uniform Procedures for State Highway Safety Grant Programs
- 2 CFR part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 2 CFR part 1201 - Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

III. INTERGOVERNMENTAL REVIEW OF FEDERAL PROGRAMS

The State has submitted appropriate documentation for review to the single point of contact designated by the Governor to review Federal programs, as required by Executive Order 12372 (Intergovernmental Review of Federal Programs).

IV. EQUIPMENT AND SOFTWARE

A. PROCUREMENT: Subrecipient's may adhere to its own procurement regulations and procedures which reflect applicable state/local laws, rules, and regulations provided such regulations and procedures adhere to the following State's procurement regulations and procedures:

1. Have a process in place to ensure that contracts are not awarded to contractors or individuals on a federal and/or state debarment list.
2. All procurement transactions whether negotiated or competitively bid and without regard to dollar value shall be conducted in a manner so as to provide maximum open and free competition.
3. All quotations and the rationale behind the selection of a source of supply must be retained, attached to the purchase order copy (as applicable), and placed in the accounting files.
4. Purchases to a single vendor estimated to total less than \$10,000 may be purchased with prudence on the open market.
5. Purchases to a single vendor estimated to total \$10,000 or more but less than \$100,000 must be competitively bid, or purchased through use of a state cooperative procurement, but need not be solicited by mail or advertisement.
6. Purchases to a single vendor estimated to total \$100,000 or more must:
 1. be advertised for bid in at least two daily newspapers of general circulation in such places as are most likely to reach prospective bidders (and may advertise in at least two weekly minority newspapers and may provide such information through an electronic medium available to the general public) at least five days before bids for such purchases are to be opened;
 2. post a notice of the proposed purchase in a public area of the Subrecipient's office ; and
 3. solicit bids by mail or other reasonable methods generally available to the public from prospective suppliers.
7. Subrecipients will make a good faith effort to utilize minority and women owned businesses within resource capabilities when procuring goods and services, and that all necessary affirmative steps are taken to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible (2 CFR PART 200.322)
8. Subrecipients will make every effort to purchase equipment as early in the fiscal year as possible . Equipment purchased late in the fiscal year risks not being reimbursed unless extenuating circumstances are encountered (i.e. supply chain shortages).

B. DISPOSITION: The Subrecipient shall make written request to the MHTC for instructions on the proper disposition of all items of equipment provided under the terms of this contract with a cost of \$5,000 or more. The MHTC will notify the subrecipient when an item of original cost of \$5,000 or more (and tracked by the MHTC as inventory) is no longer being

tracked and may be disposed of. Subrecipient must keep and maintain equipment with a cost of under \$5,000 until it is no longer useful for its originally intended purpose.

C. REPLACEMENT: No equipment may be funded on a replacement basis. Participation in equipment and manpower projects must be in addition to the Subrecipient's previous twelve months authorized strength.

V. FISCAL RESPONSIBILITY

- A. MAINTENANCE OF RECORDS:** The Subrecipient agrees that the Commission and/or its designees or representatives shall have access to all records related to the grant. The Subrecipient further agrees that the Missouri Department of Transportation (MoDOT) Highway Safety and Traffic (HS) Division, the National Highway Traffic Safety Administration (NHTSA), the Federal Highway Administration (FHWA) and/or any Federal audit agency with jurisdiction over this program and the Auditor of the State of Missouri or any of their duly authorized representatives may have access, for purpose of audit and examinations, to any books, documents, papers or records maintained by the Subrecipient pertaining to this contract and further agrees to maintain such books and records for a period of three (3) years following date of final payments.
- B. REIMBURSEMENT VOUCHER, SUPPORTING DOCUMENTATION AND PAYMENT SCHEDULE:** The MHTC agrees to reimburse the Subrecipient for accomplishment of all authorized activities performed under this contract. Reimbursement proceedings will be initiated upon the receipt of a claim voucher and supporting documentation from the Subrecipient, as required by the MHTC. The voucher must reflect actual costs and work accomplished during the project period, to be submitted on the appropriate MHTC certified payroll form or in a format approved by the MHTC, and shall include project number, project period, hours worked, rate of pay, any other allowable expenditures, and must be signed by the person preparing the voucher and the project director or authorizing official. Vouchers should be received by the MHTC within ten (10) working days from the date of the authorizing official/project director's signature. Subrecipient should report monthly, or at least quarterly, to MHTC using the online Grant Management System. For projects where salaried positions are awarded, claim voucher and activity reports must be submitted *monthly*. Subrecipient must ensure complete, accurate and final voucher and supporting documentation is received by the MHTC no later than November 15, which is after the end of the Federal fiscal year for which the final voucher pertains. Final payment is contingent upon receipt of the complete, accurate and final voucher.
- C. ACCOUNTING:** The Subrecipient shall maintain all documentation in file for audit review; failure to provide supporting documentation at the time of audit could result in questioned costs. The Subrecipient must document the following: (1) Receipt of federal funds, (2) date and amount paid to employees, (3) employee's timesheet (regular hours and overtime hours). Documentation shall be kept available for inspection for representatives of the MHTC for a period of three years following date of final payments. Copies of such records shall be made available upon request.
- D. OMB AUDIT:** A subrecipient that expends \$750,000 or more during the subrecipient's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of 2 CFR §200.501. A copy of the Audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. A subrecipient that expends less than \$750,000 during the subrecipient's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO). Failure to furnish an acceptable audit may be basis for refunding federal funds to the MHTC. Cost records and accounts pertaining to the work covered by this contract shall be kept available for inspection for representatives of the MHTC for a period of three (3) years following date of final payments. Copies of such records shall be made available upon request.

VI. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

The State will comply with FFATA guidance, OMB Guidance on FFATA Subaward and Executive Compensation Reporting, August 27, 2010,

(https://www.fsrs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf) by reporting to FSRS.gov for each sub-grant awarded:

- A.** Name of the entity receiving the award;
- B.** Amount of the award;
- C.** Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance (or "Assistance Listings") number (where applicable), program source;

- D. Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
- E. Unique entity identifier (generated by *SAM.gov*);
- F. The names and total compensation of the five most highly compensated officers of the entity if :
 - A. the entity in the preceding fiscal year received-
 - a. 80 percent or more of its annual gross revenues in Federal awards;
 - b. \$25,000,000 or more in annual gross revenues from Federal awards; and
 - B. the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;
- G. Other relevant information specified by OMB guidance.

VII. TERMINATION

If, through any cause, the Subrecipient shall fail to fulfill in timely and proper manner its obligation under this contract, or if the Subrecipient shall violate any of the covenants, agreements or stipulations of this contract, the MHTC shall thereupon have the right to terminate this contract and withhold further payment of any kind by giving written notice to the Subrecipient of such termination and specifying the effective date thereof, at least thirty (30) days before such date. The MHTC shall be the sole arbitrator of whether the Subrecipient or its subcontractor is performing its work in a proper manner with reference to the quality of work performed by the Subrecipient -or its subcontractor under the provisions of this contract, if an award no longer effectuates the program goals or MHTC priorities. The Subrecipient and the MHTC further agree that this contract may be terminated by either party by giving written notice of such termination and specifying the effective date thereof, at least thirty (30) days before such date, and in the case of partial termination the portion of the award to be terminated.

VIII. NONDISCRIMINATION

(Applies to subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- **49 CFR part 21** (entitled Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964); **28 CFR 50.3** (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.*), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);

- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR at 74087 to 74100);
- **Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government** (advancing equity across the Federal Government); and
- **Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation** (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA."

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

- A. The Recipient agrees that each "activity," "facility," or "program," as defined in § 21.23(b) and (e) of 49 CFR part 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
- B. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
"The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."
- C. The Recipient will insert the clauses of appendix A and E of DOT Order 1050.2A in every contract or agreement subject to the Acts and the Regulations.
- D. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
- E. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
- F. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.

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- G. That the Recipient will include the clauses set forth in appendix C and appendix D of DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - 1. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - 2. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- H. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - 1. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - 2. the period during which the Recipient retains ownership or possession of the property.
- I. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
- J. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

IX. **STATUTORY AND REGULATORY REQUIREMENTS**

A. **COMPLIANCE:** The Subrecipient must comply with the following Statutes or Rules:

- 1. Peace Officer Standards and Training (P.O.S.T.) Chapter 590 RSMo Department of Public Safety (DPS) certification of peace officers
- 2. Crash Reporting Chapter 43.250 RSMo - Law enforcement officers to file all crash reports with Missouri State Highway Patrol (MSHP).
- 3. Uniform Crime Reporting Chapter 43.505 RSMo - Crime incident reports shall be submitted to DPS on forms or in format prescribed by DPS.
- 4. Racial Profiling Chapter 590.650 RSMo - Law enforcement agency to file a report to the Attorney General each calendar year.
- 5. US DOT AND OMB REGULATIONS: The Subrecipient shall comply with all requirements of 2 CFR Parts 200 and 1201.

- X. **PRODUCTION & DEVELOPMENT COSTS** Items produced with federal funds are within the public domain and are not bound by copyright restrictions. All items produced with federal funds, in whole or in part, must acknowledge this by clearly indicating that MoDOT Highway Safety and Traffic funding supported this effort. Examples may include, but are not limited to, print materials; audio/video productions; and training aides such as curricula or workbooks. Any materials developed under this contract must be submitted to the MHTC for approval prior to final print and distribution. Copies of all final products are to be provided to the MHTC. The MHTC has the right to reproduce and distribute materials as the MHTC deems appropriate.

- XI. **INDEMNIFICATION** Option 1 below only applies to State agencies, Cities, Counties and other political subdivisions or political corporations of the State of Missouri. Option 2 applies to all other entities (e.g. non-profit, private institutions).

OPTION 1:

- A. To the extent allowed or imposed by law, the Subrecipient shall defend, indemnify and hold harmless the MHTC, including its members and MoDOT employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Subrecipient's wrongful or negligent performance of its obligations under this Agreement. The Subrecipient may satisfy this requirement utilizing a self-funded program.
- B. The Subrecipient will require any contractor procured by the Subrecipient to work under this Agreement :
 - 1. To obtain a no cost permit from the MHTC's district engineer prior to working on the MHTC's right-of-way, which shall be signed by an authorized contractor representative (a permit from the MHTC's district engineer will not be required for work outside of the MHTC's right-of-way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the MHTC, and the MoDOT and its employees, as additional named insured's in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.
- C. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

OPTION 2:

The Subrecipient shall defend, indemnify and hold harmless the MHTC, including its members and the MoDOT employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Subrecipient's performance of its obligations under this Agreement.

- XII. **AMENDMENTS** The Budget Proposal within this Agreement may be revised by the Subrecipient and the MHTC subject to the MHTC's approval without a signed amendment as long as the total contract amount is not altered and /or the intended scope of the project does not change. Prior to any revision being made to the Budget Proposal, Subrecipient shall submit a written or email request to the MHTC requesting the change. Any other change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Subrecipient and the MHTC. All final modification requests must be submitted no later than September 30 of the project fiscal year.
- XIII. **MHTC REPRESENTATIVE** The MoDOT Highway Safety and Traffic Division Director is designated as the MHTC's representative for the purpose of administering the provisions of this Agreement. The MHTC's representative may designate by written notice other persons having the authority to act on behalf of the MHTC in furtherance of the performance of this Agreement.
- XIV. **ASSIGNMENT** The Subrecipient shall not assign, transfer, or delegate any interest in this Agreement without the prior written consent of the MHTC.
- XV. **LAWS OF MISSOURI TO GOVERN** This Agreement shall be construed according to the laws of the State of Missouri. The Subrecipient shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.
- XVI. **VENUE** It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.
- XVII. **SECTION HEADINGS** All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.
- XVIII. **NONSEGREGATED FACILITIES** (Applicable to contracts over \$10,000) Subrecipient and its subcontractors, suppliers and vendors, should meet Federal requirements regarding nonsegregated facilities.

XIX. FUNDING ORIGINATION AND AUDIT INFORMATION

The MHTC funds the following NHTSA program areas:

<u>Section</u>	<u>Assistance Listing #</u>	<u>Program Title</u>
402	20.600	State and Community Highway Safety Programs
154	20.607	Alcohol Open Container Requirements
405b	20.616	National Priority Safety Programs
405c	20.616	National Priority Safety Programs
405d	20.616	National Priority Safety Programs
405e	20.616	National Priority Safety Programs
405f	20.616	National Priority Safety Programs
405g	20.616	National Priority Safety Programs
405h	20.616	National Priority Safety Programs
405i	20.616	National Priority Safety Programs

XX. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

(Applies to subrecipients as well as States)

The State will provide a drug-free workplace by:

- A.** Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- B.** Establishing a drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace.
 2. The Subrecipient's policy of maintaining a drug-free workplace.
 3. Any available drug counseling, rehabilitation, and employee assistance programs.
 4. The penalties that may be imposed upon employees for drug violations occurring in the workplace.
 5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (A).
- C.** Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the grant, the employee will:
 - a. Abide by the terms of the statement.
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- D.** Notifying the agency within ten days after receiving notice under subparagraph (C)(b) from an employee or otherwise receiving actual notice of such conviction.
- E.** Taking one of the following actions, within 30 days of receiving notice under subparagraph (C)(b), with respect to any employee who is so convicted:
 - a. Taking appropriate personnel action against such an employee, up to and including termination.
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- F.** Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

XXI. POLITICAL ACTIVITY (HATCH ACT)

(Applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XXII. CERTIFICATION REGARDING FEDERAL LOBBYING

(Applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

XXIII. RESTRICTION ON STATE LOBBYING

(Applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

XXIV. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(Applies to subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1200.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

- D. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of 2 CFR Part 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph F of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions:

- 1. The prospective primary tier participant certifies to the best of its knowledge and belief, that its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining , attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- 2. Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1200.

- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph E of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XXV. BUY AMERICA ACT

(Applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase only steel, iron and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the

cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

All items purchased must be compliant with the National Highway Traffic Safety Administration (NHTSA) interpretation of the Buy America Act including, but not limited to:

1. Items valued over \$5,000 per unit must be manufactured or assembled in the United States of America, or as allowed by a current Buy America Act waiver issued by the NHTSA;
2. All vehicles, motorcycles, trailers, and other similar conveyances must be manufactured or assembled in the United States of America regardless of cost.

<https://www.nhtsa.gov/sites/nhtsa.gov/files/buy-america-act-revised-11202015.pdf>

Furthermore, the State and each subrecipient will follow the guidelines of 2 C.F.R. § 200.322, Domestic Preferences for Procurements. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States.

XXVI. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE
(Applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

XXVII. POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Subrecipient is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

XXVIII. POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or -rented vehicles, Government-owned, leased or rented vehicles, or privately-owned when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

XXIX. PARTICIPATION IN HIGHWAY SAFETY PARTNERSHIPS

All subrecipients are strongly encouraged to participate in Highway Safety sponsored functions including, but not limited to, Missouri Coalition for Roadway Safety regional meetings, applicable subcommittees and conferences; working groups; dedicated enforcement workshops; and grant application and contract award workshops. Subrecipient agencies with positions that are funded via Highway Safety grants are expected to participate (or send a representative) in the above functions as much as possible.

XXX. PROHIBITION ON TELECOMMUNICATIONS AND VIDEO SURVEILLANCE

The National Defense Authorization Act of Fiscal Year 2019 (Pub. L. 115-232) prohibits Federal grant funds from being obligated or expended to procure or obtain (or to enter into, extend, or renew a contract to procure or obtain) certain covered telecommunications equipment, services, or systems. States and subrecipients should refer to the Super Circular for more information on what equipment and companies this prohibition covers.

Equipment regularly purchased under NHTSA grants that may be subject to this provision could include : mobile phones, landlines, and the internet. Note that this provision prohibits purchasing these (and other) items produced by certain companies; items produced by non-prohibited companies are still potentially allowable.

**XXXI. CERTIFICATION ON CONFLICT OF INTEREST
(Applies to subrecipients as well as States)**

General Requirements

No employee, officer or agent of a State or its subrecipient who is authorized in an official capacity to negotiate , make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

- A.** The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
 - 1.** The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
 - 2.** The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.
- B.** The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

Disclosure Requirements

No State or its subrecipient, including its officers, employees or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

- A.** The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
- B.** NHTSA will review the disclosure and may require additional relevant information from the recipient . If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict .
- C.** Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization .

CONTRACT REQUIREMENTS

THE FOLLOWING REQUIREMENTS ONLY APPLY TO CONTRACTS THAT INCLUDE TRAINING

Subrecipients offering the MHTC-funded courses must adhere to the following standard elements required for training contracts:

- A. A course schedule must be presented to the MHTC program coordinator prior to the proposed training. The schedule should include: title of course; date(s); time; exact location; and agenda. Any changes to the course schedule must have prior approval from the MHTC.
- B. Each student must complete a survey form at the completion of the workshop/training. The survey will ask a series of questions concerning adequacy of: training received; instructor's presentation; training facility/location; and worth of the training.
- C. The Subrecipient must provide a sign-up sheet for every class when submitting a reimbursement request for the course (a typed list of everyone who registered is not acceptable). The sign-up sheet must capture the following information:
 - 1. Title of the class
 - 2. Date(s) and location of class
 - 3. Printed Name and signature of attendees (unless otherwise prohibited)
 - 4. Name of agency/organization of each attendee
- D. To ensure cost effectiveness, every effort should be made to enroll a minimum of fifteen (15) students per class. If the minimum number of students cannot be ensured, the subrecipient should contact the MHTC Highway Safety Office to seek approval to proceed with the class.
- E. Copies of the student evaluations, number of students enrolled/number of students attending, agenda/syllabus/curriculum, and participant sign-up sheets must be retained in Subrecipient's files after the training has been conducted and available for MHTC review upon request.

THE FOLLOWING REQUIREMENTS APPLY TO LAW ENFORCEMENT AGENCIES ONLY

A. PROBLEM IDENTIFICATION

Subrecipient must develop a selected traffic enforcement plan by evaluating crash data involving fatal, disabling and moderate injuries. This will be done on an annual basis to determine the highest crash locations, to include: month of year, day of week, time of day, and causation factors. This plan must be used to determine locations utilized in site selection for conducting enforcement efforts. Any changes to the enforcement plan must be made in writing to the MHTC project coordinator in advance of enforcement efforts.

B. PROJECT ACTIVITIES

- 1. Enforcement activities by the Subrecipient must remain at the current level. Enforcement efforts provided by this contract must be in addition to current enforcement activities.
- 2. Officers will be permitted to issue multiple citations and/or written warnings to drivers who have committed several violations.
- 3. High visibility enforcement is a key strategy to reducing traffic crashes; therefore, law enforcement officers working overtime projects are strongly encouraged to make at least three (3) contacts per hour when conducting an enforcement project.
- 4. Subrecipient is expected to participate in associated national or state mobilization efforts in conjunction with, or at the direction of, the Highway Safety and Traffic Division. These mobilizations include, but are not limited to: Click It or Ticket campaign, Drive Sober or Get Pulled Over campaign, Youth Seat Belt enforcement campaign, Holiday Impaired Driving campaign, and quarterly enforcement efforts. Mobilization reporting efforts shall be completed using the online mobilization reporting form located at: <https://mobilization.rejis.org>.
- 5. Only law enforcement work performed by a duly licensed, Peace Officer Standards and Training (POST) certified law enforcement officer will be reimbursed.
- 6. The Subrecipient will not be eligible for reimbursement for any individual law enforcement officer working under this grant in excess of 40 hours for any two week pay period. The Subrecipient will not be eligible for reimbursement for any individual law enforcement officer working under this grant where said officer is claiming to have worked as a law enforcement officer for more than 16 hours in any 24 hour period.

C. PARTNERSHIPS

Law Enforcement agencies are strongly encouraged to participate in the Law Enforcement Traffic Safety Advisory Council (LETSAC) and attend the annual conference. Agencies located within the metropolitan areas of St. Louis or Kansas City should participate in Operation Impact or Operation Gateway (traffic safety task forces).

D. ALLOWABLE COSTS

Full-time, part-time and reserve officers are eligible to participate in overtime enforcement projects. Part-time and reserve officers must have the same authority as a full-time permanent officer. MHTC will reimburse Subrecipient at officer's standard rate of pay in accordance with Subrecipient policies and procedures regarding standard rate of pay and overtime rate of pay. The Subrecipient will not be reimbursed at the overtime rate for work that according to Subrecipient's own policies and procedures does not constitute overtime. Non-POST certified personnel may be allowed, at the sole discretion of MHTC, in a support/administrative role.

Exceptions to allowable costs may be made with prior written permission of the MHTC.

E. DRUNK DRIVING ENFORCEMENT PROJECTS

1. Those officers conducting standardized field sobriety testing must have 24 hours of Standardized Field Sobriety Test training to participate in grant funded enforcement efforts.
2. Agency should participate in quarterly enforcement efforts and the national impaired driving crackdowns held annually.

F. SOBRIETY CHECKPOINTS

Unless otherwise prohibited by state statute or appropriation,

1. The MHTC will fund enforcement agencies to conduct sobriety checkpoints in accordance with standards outlined in the Sobriety Checkpoint Reference Manual and the Sobriety Checkpoint Supervisor Training program.
2. Sobriety checkpoint enforcement efforts must be coupled with appropriate public information efforts to increase the perceived risk of arrest and to enhance the actual risk of arrest.
3. Enforcement statistics and the agency's sobriety checkpoint operations plan must be submitted with reimbursement vouchers.

G. PURSUIT POLICIES

Law enforcement agencies are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect. (23 U.S.C. 402(j))

PROBLEM IDENTIFICATION

Substance-impaired drivers contributed to 22% of Missouri's traffic crash fatalities during the past five years. Alcohol remains the primary contributor to substance-impaired driving crashes; however, the number of persons under the influence of prescription medications and/or illicit drugs has increased significantly over the past decade. With recreational marijuana now legal in Missouri, there are concerns this trend will continue.

Male drivers were more likely than females to be involved in substance-impaired driving crashes. During the past five years, males were responsible for 81.7% of substance-impaired driving fatalities. Ten percent of the children less than 15 years of age, who were killed in motor vehicle crashes over the last five years, were riding with a substance-impaired driver.

Depending on the jurisdiction, impaired driving offenses in Missouri are prosecuted differently. Prosecutors and judges may not always be aware of the severity of the impaired driving problem or how to best provide treatment for an offender.

From 2020 to 2023 the Independence Police Department investigated 9,338 crashes. It was determined that alcohol impairment was involved in 640 of these crashes which resulted in 18 fatalities and 350 reported injuries sustained.

The following shows where Independence ranks compared to other cities in Missouri for impaired related fatalities and serious injury crashes (2020-2022):

Impaired Crashes :

-3rd in the state (349 total)

Impaired Fatalities:

-2nd in the state (10 total)

Disabling Injuries:

-3rd in the state (33 total)

The top four crash locations in Independence are MO-291 at Gudgeon St, MO-291 and Frontage Rd, MO-291 and Salisbury Rd, and MO-291 at E. M-78 (23rd Street).

GOALS/OBJECTIVES

Core Performance Measure Goal:

Based on a goal of 0 fatalities by 2030, Missouri is setting a five-year average alcohol-involved fatality target of 232.6 by December 31, 2026.

Additional Goals:

- Participate in national impaired driving campaigns;
- Participate in statewide quarterly impaired driving enforcement campaigns;
- Develop and implement a high visibility impaired driving enforcement plan involving saturation patrols and other approved methods.
- Conduct youth alcohol enforcement consisting of compliance checks, surveillance, and follow-up visits.

PROJECT DESCRIPTION

Three to five officers and one supervisor will be assigned to each saturation project in areas where DWI arrests have been made and where alcohol related crashes have occurred. This operation will be scheduled year-round on Friday and Saturday nights from 9:00 p.m. to 3:00 a.m. and target holidays when the occurrence of alcohol related crashes increase, to include during statewide mobilization campaigns. Additionally, monthly waves of enforcement will be conducted on Wednesday and Thursday nights from 6:00 p.m. to 12:00 a.m. The times will vary from 4:00 p.m. to 5:00 a.m. any day of the week. These waves will supplement the weekend saturations by officers working individually or in smaller teams so that additional DWI enforcement can be conducted throughout the week. Although these waves will be less intense than the weekend saturations, it will allow us to fill in gaps where there was no DWI enforcement coverage during the week. With the popularity of weeknight pool, bowling, poker, and other entertainment activities associated with the consumption of alcohol, these additional waves of enforcement will be beneficial to our goal of reducing alcohol related crashes. Large-scale saturations will be employed approximately ten times a year. They will consist of ten to thirty officers with two to three supervisors conducting saturation patrol in a determined location with a BAT van deployed for processing impaired drivers. These efforts will be accompanied by press releases advising the impending enforcement and results.

US-24, I-70, MO-12 (Truman Road), MO-291, MO-78(23rd Street), Noland Road, Lee's Summit Road, Sterling Ave, and US-40 top the list of alcohol related crash locations and will be the primary focus of DWI enforcement operations.

Underage confidential informants (C.I.s) supervised by police officers will be used to conduct approximately twelve liquor compliance checks a year. The goal is to conduct two to four compliance checks a year at each of the 180 licensed liquor establishments throughout the city. Additional follow-up compliance checks will be attempted for establishments with reported violations. Additional compliance checks, surveillance, and follow-ups will be conducted as funds and staffing allow.

Four to twelve officers and one supervisor working in teams of two will take part in these compliance checks. Each team will have one or two C.I.'s assigned to them. Each operation will be scheduled for 6-8 hours, depending on the number of violations. These operations will be scheduled year-round with special focus on weekends, holidays, prom, homecomings, and graduations. The goal of conducting liquor compliance checks is to reduce the availability of alcohol sales to youth in our community.

Implementation of the Cops in Shops program will place plainclothes officers in retail alcohol outlets posing as store clerks or employees in a collaborative effort to prevent illegal underage alcohol purchases and to prevent adults from purchasing alcohol for minors. Preliminary communication with retailers indicates nearly half of all Independence package liquor establishments wish to participate in this voluntary program.

SUPPLEMENTAL INFORMATION

<u>Question</u>	<u>Answer</u>
You must answer the following questions.	
1 Does your agency have and enforce an internal safety belt policy for all personnel?	Yes
2 Does your agency have and enforce a policy restricting cell phone use while driving?	Yes
3 Does your agency report racial profiling data annually?	Yes
4 Does your agency report to MOCARS?	Yes
5 Does your agency report MIBRS information annually?	Yes
6 Please explain any NO answer(s) to questions 1-5:	
7 Have any of your officers/personnel been debarred and are therefore not eligible to receive federal funds for reimbursement of salary, fringe benefits, or overtime?	No
8 Does your agency have adequate manpower to fully expend the funds requested in this application?	Yes
9 If NO, please explain.	
10 Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes?	No
11 If YES, please explain.	
12 Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years?	No
13 If YES, please explain.	
14 If your agency received Highway Safety grant funding in the last three (3) fiscal years and there were unexpended balances, please explain why. Grant activities were suspended for a time during the initial stages of the COVID-19 pandemic. Personnel were also temporarily reassigned from traffic assignments to supplement patrol. They continued to engage in grant enforcement efforts, but their normal work schedules were altered.	
15 Did your political entity receive more than 80% of its annual gross revenues in Federal Awards in your preceding fiscal year?	No
16 Did your political entity receive \$25,000,000 or more in Federal Awards in your preceding fiscal year?	No
17 If you answered NO to either question 15 and 16, DO NOT answer this question. If you answered YES to both question 15 and 16, and the public does not have access to this information, list the names and compensation amounts of the five most highly compensated employees in your business or organization (the legal entity to which the UEI number it provided belongs).	

Please use the most current 12-months of data available for answering questions 18-23. INCLUDE ALL OF YOUR AGENCY'S STATISTICS, NOT JUST THOSE ISSUED DURING GRANT ACTIVITY.

18	Total number of DWI violations written by your agency.	393
19	Total number of speeding citations written by your agency.	6616
20	Total number of HMV citations written by your agency.	8644
21	Total number of child safety/booster seat citations written by your agency.	46
22	Total number of safety belt citations written by your agency.	935
23	Total number of warnings issued.	628

Use the most current three years crash data from the Missouri State Highway Patrol (MSHP) or your internal record management system for questions 24-34.

24	Total number of traffic crashes.	6644
25	Total number of traffic crashes resulting in a fatality.	54
26	Total number of traffic crashes resulting in a serious injury.	207
27	Total number of speed-related traffic crashes.	1005
28	Total number of speed-related traffic crashes resulting in a fatality.	27
29	Total number of speed-related traffic crashes resulting in a serious injury.	69
30	Total number of alcohol-related traffic crashes.	349
31	Total number of alcohol-related traffic crashes resulting in a fatality.	10
32	Total number of alcohol-related traffic crashes resulting in a serious injury.	33
33	Total number of unbuckled fatalities.	21
34	Total number of unbuckled serious injuries.	42

Enter your agency's information below.

35	Total number of commissioned law enforcement officers.	230
36	Total number of commissioned patrol and traffic officers.	100
37	Total number of commissioned law enforcement officers available for overtime enforcement.	207
38	Total number of vehicles available for enforcement.	50
39	Total number of radars/lasers.	46

40 Total number of in-car video cameras. 70

41 Total number of PBTs and/or oral fluid testing devices. Please indicate the number of each type of instrument.

11 PBTs
1 Sotoxa

42 Total number of Breath Instruments. 3

The following information explains the strategies your agency will use to address the traffic crash problem . This information is considered to be the Project Description and should be specific to the crash problem.

43 Identify primary enforcement locations.

I-70, I-470, US-40, US-24, MO-12, MO-291, MO-78, Noland Road, Sterling Ave and Lee's Summit Road.

44 Enter the number of enforcement periods your agency will conduct each month. 30

45 Enter the months in which enforcement will be conducted.

All months of the fiscal year.

46 Enter the days of the week in which enforcement will be conducted.

All days of the week.

47 Enter the time of day in which enforcement will be conducted.

4:00 PM to 5:00 AM with an emphasis on 9:00 PM to 3:00 AM.

48 Enter the number of officers assigned during the enforcement period. 40

49 If equipment or supplies are requested to conduct this project, explain below why it is needed and how it will be used.

PROJECT EVALUATION

The MHTC will administratively evaluate this project. Evaluation will be based, at a minimum, upon the following:

1. Law enforcement compliance with state UCR, Racial Profiling, and MOCARS reporting requirements (law enforcement contracts only)
2. Timely submission of monthly reimbursement vouchers and appropriate documentation to support reimbursement for expenditures (i.e., personal services, equipment, materials)
3. Timely submission of periodic reports (i.e., monthly, quarterly) as required
4. Timely submission of the Year End Report of activity (due within 30 days after contract completion date)
5. Attaining the Goals set forth in this contract
6. Accomplishing the Objectives* established to meet the project Goals, such as:
 - Enforcement activities (planned activities compared with actual activities)
 - Programs (number and success of programs held compared to planned programs, evaluations if available)
 - Training (actual vs. anticipated enrollment, student evaluations of the class, student test scores on course examinations, location of classes, class cancellation information)
 - Equipment purchases (timely purchase of equipment utilized to support and enhance the traffic safety effort ; documentation of equipment use and frequency of use)
 - Public awareness activities (media releases, promotion events, or education materials produced or purchased)
 - Other (any other information or material that supports the Objectives)
7. The project will be evaluated by the Highway Safety and Traffic Division through annual crash analysis

Evaluation results will be used to determine:

- The success of this type of activity in general and this particular project specifically ;
- Whether similar activities should be supported in the future; and
- Whether grantee will receive funding for future projects

Annual crash, impaired driving arrests, and liquor license violation statistics will be analyzed to determine the impact of this project.

ADDITIONAL FUNDING SOURCES

N/A

BUDGET

Category	Item	Description	Quantity	Cost	Total	Local	Total Requested
Personnel							
	Overtime and/or Fringe	Impaired Driving Enforcement (Including Supervisors, Officers, Dispatchers, Detention, and Administrative personnel)	5,360.00	\$125.00	\$670,000.00	\$0.00	\$670,000.00
	Overtime and/or Fringe	Youth Alcohol Enforcement (Including Supervisors, Officers, Minors (CI's), and Administrative personnel)	2,120.00	\$125.00	\$265,000.00	\$0.00	\$265,000.00
	Overtime and/or Fringe	Highway Safety Enforcement Campaigns (Holiday Impaired, Spring Impaired, DSOGPO)	640.00	\$125.00	\$80,000.00	\$0.00	\$80,000.00
					\$1,015,000.00	\$0.00	\$1,015,000.00
Training							
	Professional Development	DRE National Conference	3.00	\$2,000.00	\$6,000.00	\$0.00	\$6,000.00
					\$6,000.00	\$0.00	\$6,000.00
Total Contract					\$1,021,000.00	\$0.00	\$1,021,000.00

ATTACHMENTS

<u>Document Type</u>	<u>Description</u>	<u>Original File Name</u>	<u>Date Added</u>
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City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-050 **1R** An ordinance authorizing acceptance of a grant in the amount of \$485,250.00 from the Missouri Department of Transportation for reimbursement for LETSAC Conference Fees and Overtime Program for Hazardous Moving Violations Enforcement from October 1, 2024, to September 30, 2025; authorizing future change orders, extensions, amendments, or addendums for additional funding for the same project and making the necessary appropriations. **1R READ**

Recommendations:

The Police Department recommends approving this ordinance.

Background:

The Missouri Department of Transportation, Office of Highway Safety will fund overtime activities for enforcement projects related to traffic problems, along with costs to attend the annual LETSAC (Law Enforcement Traffic Safety Advisory Council) conference. This grant award (Project #25-PT*-02-042) of \$485,250.00 will fund Hazardous Moving Violation projects during the time period of October 1, 2024, and September 30, 2025. The police department will be required to conduct enforcement targeting offenders committing hazardous moving violations (speeding, following too close, improper lane use and failing to yield the right of way). The officers will be assigned to specific high accident locations to conduct this enforcement and will also participate in enforcement on red light running, I-70 aggressive driving, as well as the Union Pacific Police Department's Operation Lifesaver, which targets violators who fail to stop for railroad crossing gates or signals.

Emergency Justification:**Fiscal Impact:**

The total fiscal impact to the City is \$485,250.00. Revenue totaling \$481,250.00 will be deposited in the Grant Fund, account 0154550-5102-HMV, and revenue totaling \$4,000.00 will be deposited in the Grant Fund, account 0154550-5203-HMV.

Council Action:

**Department /
Contact**

Police Department /

REVIEWERS

Dennea Leap
Michelle Sumstad
Jason Petersen
Adam Dustman
Jeremy Cover
Meagan Borth
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. 2024-2025 Ord -Acceptance of HMTV Enforcement Grant Contract
2. 2024-2025 HMTV Contract

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING ACCEPTANCE OF A GRANT IN THE AMOUNT OF \$485,250.00 FROM THE MISSOURI DEPARTMENT OF TRANSPORTATION FOR REIMBURSEMENT FOR LETSAC CONFERENCE FEES AND AN OVERTIME PROGRAM FOR HAZARDOUS MOVING VIOLATIONS ENFORCEMENT FROM OCTOBER 1, 2024, TO SEPTEMBER 30, 2025; AUTHORIZING FUTURE CHANGE ORDERS, EXTENSIONS, AMENDMENTS OR ADDENDUMS FOR ADDITIONAL FUNDING FOR THE SAME PROJECT AND MAKING THE NECESSARY APPROPRIATIONS.

WHEREAS, the City Council of the City of Independence, Missouri, finds it in the best interests of the City to make an effort to create and maintain as safe an atmosphere as possible for the motoring public; and,

WHEREAS, the Missouri Department of Transportation, Highway Safety Division, has offered a grant to the City of Independence for reimbursement for LETSAC Conference fees and an overtime program for hazardous moving violations enforcement in the amount of Four Hundred Eighty-Five Thousand Two Hundred Fifty and 00/100 Dollars (\$485,250.00) from October 1, 2024, through September 30, 2025; and,

WHEREAS, the City Council does wish to accept this grant and has concluded the grant conditions can be met;

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

SECTION 1. That the City Council hereby directs the City Manager of the City of Independence, Missouri, to accept the grant (Project #25-PT*-02-042) from the Missouri Department of Transportation and sign a contract for reimbursement to the City in the amount of Four Hundred Eighty-Five Thousand Two Hundred Fifty and 00/100 Dollars (\$485,250.00) for LETSAC Conference fees and an overtime program from October 1, 2024, through September 30, 2025, to provide enforcement with an emphasis on hazardous moving violations, a copy of which is attached hereto, incorporated by reference thereto, and made a part hereof as though fully set out herein.

SECTION 2. That appropriations are hereby increased in the 2024-2025 Fiscal Year Grant Fund Police Department Operating Budget in the amount of Four Hundred Eighty-Five Thousand Two Hundred Fifty and 00/100 Dollars (\$485,250.00) from increased Estimated Revenues from a Grant from the Missouri Department of Transportation, Highway Safety Division, for LETSAC Conference fees and an overtime program for hazardous moving violations enforcement that also include aggressive driving violations and, red light violations.

SECTION 3. That the City Manager is further authorized to approve future change orders, extensions, amendments or addendums to this contract without Council approval, for an extension of time for completing the terms of this contract or for the receipt of additional funding for this project, provided there are no changes in the responsibilities to the City and provided each and every such change order, extension, amendment or addendum is approved by the City Manager, does not add more than 90% to the length of the contract or more than 50% to the original funding, is identified as being authorized by this ordinance and a copy is filed with the City Clerk.

SECTION 4. That the City Manager is hereby authorized to increase appropriations by the amount of any increases authorized by change order, extension, amendment or addendum for any increased funding under the terms of the previous section provided a copy of that action is also provided to the Finance Department.

PASSED THIS _____ DAY OF _____, 2024, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

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

ATTEST:

City Clerk

APPROVED - FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

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

Source is: State Grant

Director of Finance and Administration
City of Independence, Missouri

CONTRACT

Form HS-1

Version: 1

05/24/2024

Missouri Department of Transportation
Highway Safety and Traffic Division
P.O. Box 270
830 MoDOT Drive
Jefferson City, MO 65102
Phone: 573-751-4161
Fax: 573-634-5977

Project Title: HMV Enforcement
Project Number: 25-PT*-02-042
Project Category: Traffic Enforcement Services
Program Area: State and Community Programs

Funding Source: 402 / 20.600

Type of Project: Initial

Started: 10/01/2024

Federal Funds Benefiting	
State:	
Local:	\$485,250.00
Total:	\$485,250.00

Source of Funds	
Federal:	\$485,250.00
State:	
Local:	\$0.00
Total:	\$485,250.00

Prepared By
Wilson, Scott

Name of Grantee
Independence Police Dept.

Grantee County
Jackson

Grantee Address
223 N. Memorial Dr.

Independence, MO 64050-2836

Telephone
816-325-7300

Fax
816-325-7316

Contract Period
Effective: 10/01/2024
Through: 09/30/2025

Subrecipient Authorizing Official

Date

Subrecipient Project Director

Date

MHTC Authorizing Official

Date

It is mutually agreed by the parties executing this contract to the following: the reimbursable costs shall not exceed the **total obligated amount of \$485,250.00**; the recipient of funds shall proceed with the implementation of the program as detailed in attached forms (which become part of this agreement) and shall adhere to conditions specified in attachments (which become part of this agreement); all Federal and State of Missouri laws and regulations are applicable and any addendums or conditions thereto shall be binding; any facilities and/or equipment acquired in the connection with this agreement shall be used and maintained for highway safety purposes; the recipient of funds must comply with the Title VI of the Civil Rights Act of 1964, and the Federal Funds from other sources, excluding Federal Revenue Sharing Funds, will not be used to match the Federal funds obligated to this project.

IN ORDER TO RECEIVE FEDERAL FUNDING, THE SUBRECIPIENT AGREES TO COMPLY WITH THE FOLLOWING CONDITIONS IN ADDITION TO THOSE OUTLINED IN THE NARRATIVE OF THE CONTRACT.

I. RELATIONSHIP

The relationship of the Subrecipient to the Missouri Highways and Transportation Commission (MHTC) shall be that of an independent contractor, not that of a joint enterpriser. The Subrecipient shall have no authority to bind the MHTC for any obligation or expense without the express prior written approval of the MHTC. This agreement is made for the sole benefit of the parties hereto and nothing in the Agreement shall be construed to give any rights or benefits to anyone other than the MHTC and the Subrecipient.

II. GENERAL REQUIREMENTS

The State and each subrecipient will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4 - Highway Safety Act of 1966, as amended
- Sec. 1906, Pub. L. 109-59, as amended by Sec. 25024, Pub. L. 117-58
- 23 CFR part 1300 - Uniform Procedures for State Highway Safety Grant Programs
- 2 CFR part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 2 CFR part 1201 - Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

III. INTERGOVERNMENTAL REVIEW OF FEDERAL PROGRAMS

The State has submitted appropriate documentation for review to the single point of contact designated by the Governor to review Federal programs, as required by Executive Order 12372 (Intergovernmental Review of Federal Programs).

IV. EQUIPMENT AND SOFTWARE

A. PROCUREMENT: Subrecipient's may adhere to its own procurement regulations and procedures which reflect applicable state/local laws, rules, and regulations provided such regulations and procedures adhere to the following State's procurement regulations and procedures:

1. Have a process in place to ensure that contracts are not awarded to contractors or individuals on a federal and/or state debarment list.
2. All procurement transactions whether negotiated or competitively bid and without regard to dollar value shall be conducted in a manner so as to provide maximum open and free competition.
3. All quotations and the rationale behind the selection of a source of supply must be retained, attached to the purchase order copy (as applicable), and placed in the accounting files.
4. Purchases to a single vendor estimated to total less than \$10,000 may be purchased with prudence on the open market.
5. Purchases to a single vendor estimated to total \$10,000 or more but less than \$100,000 must be competitively bid, or purchased through use of a state cooperative procurement, but need not be solicited by mail or advertisement.
6. Purchases to a single vendor estimated to total \$100,000 or more must:
 1. be advertised for bid in at least two daily newspapers of general circulation in such places as are most likely to reach prospective bidders (and may advertise in at least two weekly minority newspapers and may provide such information through an electronic medium available to the general public) at least five days before bids for such purchases are to be opened;
 2. post a notice of the proposed purchase in a public area of the Subrecipient's office ; and
 3. solicit bids by mail or other reasonable methods generally available to the public from prospective suppliers.
7. Subrecipients will make a good faith effort to utilize minority and women owned businesses within resource capabilities when procuring goods and services, and that all necessary affirmative steps are taken to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible (2 CFR PART 200.322)
8. Subrecipients will make every effort to purchase equipment as early in the fiscal year as possible . Equipment purchased late in the fiscal year risks not being reimbursed unless extenuating circumstances are encountered (i.e. supply chain shortages).

B. DISPOSITION: The Subrecipient shall make written request to the MHTC for instructions on the proper disposition of all items of equipment provided under the terms of this contract with a cost of \$5,000 or more. The MHTC will notify the subrecipient when an item of original cost of \$5,000 or more (and tracked by the MHTC as inventory) is no longer being

tracked and may be disposed of. Subrecipient must keep and maintain equipment with a cost of under \$5,000 until it is no longer useful for its originally intended purpose.

C. REPLACEMENT: No equipment may be funded on a replacement basis. Participation in equipment and manpower projects must be in addition to the Subrecipient's previous twelve months authorized strength.

V. FISCAL RESPONSIBILITY

- A. MAINTENANCE OF RECORDS:** The Subrecipient agrees that the Commission and/or its designees or representatives shall have access to all records related to the grant. The Subrecipient further agrees that the Missouri Department of Transportation (MoDOT) Highway Safety and Traffic (HS) Division, the National Highway Traffic Safety Administration (NHTSA), the Federal Highway Administration (FHWA) and/or any Federal audit agency with jurisdiction over this program and the Auditor of the State of Missouri or any of their duly authorized representatives may have access, for purpose of audit and examinations, to any books, documents, papers or records maintained by the Subrecipient pertaining to this contract and further agrees to maintain such books and records for a period of three (3) years following date of final payments.
- B. REIMBURSEMENT VOUCHER, SUPPORTING DOCUMENTATION AND PAYMENT SCHEDULE:** The MHTC agrees to reimburse the Subrecipient for accomplishment of all authorized activities performed under this contract. Reimbursement proceedings will be initiated upon the receipt of a claim voucher and supporting documentation from the Subrecipient, as required by the MHTC. The voucher must reflect actual costs and work accomplished during the project period, to be submitted on the appropriate MHTC certified payroll form or in a format approved by the MHTC, and shall include project number, project period, hours worked, rate of pay, any other allowable expenditures, and must be signed by the person preparing the voucher and the project director or authorizing official. Vouchers should be received by the MHTC within ten (10) working days from the date of the authorizing official/project director's signature. Subrecipient should report monthly, or at least quarterly, to MHTC using the online Grant Management System. For projects where salaried positions are awarded, claim voucher and activity reports must be submitted *monthly*. Subrecipient must ensure complete, accurate and final voucher and supporting documentation is received by the MHTC no later than November 15, which is after the end of the Federal fiscal year for which the final voucher pertains. Final payment is contingent upon receipt of the complete, accurate and final voucher.
- C. ACCOUNTING:** The Subrecipient shall maintain all documentation in file for audit review; failure to provide supporting documentation at the time of audit could result in questioned costs. The Subrecipient must document the following: (1) Receipt of federal funds, (2) date and amount paid to employees, (3) employee's timesheet (regular hours and overtime hours). Documentation shall be kept available for inspection for representatives of the MHTC for a period of three years following date of final payments. Copies of such records shall be made available upon request.
- D. OMB AUDIT:** A subrecipient that expends \$750,000 or more during the subrecipient's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of 2 CFR §200.501. A copy of the Audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. A subrecipient that expends less than \$750,000 during the subrecipient's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO). Failure to furnish an acceptable audit may be basis for refunding federal funds to the MHTC. Cost records and accounts pertaining to the work covered by this contract shall be kept available for inspection for representatives of the MHTC for a period of three (3) years following date of final payments. Copies of such records shall be made available upon request.

VI. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

The State will comply with FFATA guidance, OMB Guidance on FFATA Subaward and Executive Compensation Reporting, August 27, 2010,

(https://www.fsrs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf) by reporting to FSRS.gov for each sub-grant awarded:

- A.** Name of the entity receiving the award;
- B.** Amount of the award;
- C.** Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance (or "Assistance Listings") number (where applicable), program source;

- D. Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
- E. Unique entity identifier (generated by *SAM.gov*);
- F. The names and total compensation of the five most highly compensated officers of the entity if :
 - A. the entity in the preceding fiscal year received-
 - a. 80 percent or more of its annual gross revenues in Federal awards;
 - b. \$25,000,000 or more in annual gross revenues from Federal awards; and
 - B. the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;
- G. Other relevant information specified by OMB guidance.

VII. TERMINATION

If, through any cause, the Subrecipient shall fail to fulfill in timely and proper manner its obligation under this contract, or if the Subrecipient shall violate any of the covenants, agreements or stipulations of this contract, the MHTC shall thereupon have the right to terminate this contract and withhold further payment of any kind by giving written notice to the Subrecipient of such termination and specifying the effective date thereof, at least thirty (30) days before such date. The MHTC shall be the sole arbitrator of whether the Subrecipient or its subcontractor is performing its work in a proper manner with reference to the quality of work performed by the Subrecipient -or its subcontractor under the provisions of this contract, if an award no longer effectuates the program goals or MHTC priorities. The Subrecipient and the MHTC further agree that this contract may be terminated by either party by giving written notice of such termination and specifying the effective date thereof, at least thirty (30) days before such date, and in the case of partial termination the portion of the award to be terminated.

VIII. NONDISCRIMINATION

(Applies to subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- **49 CFR part 21** (entitled Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964); **28 CFR 50.3** (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.*), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);

- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR at 74087 to 74100);
- **Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government** (advancing equity across the Federal Government); and
- **Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation** (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA."

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

- A. The Recipient agrees that each "activity," "facility," or "program," as defined in § 21.23(b) and (e) of 49 CFR part 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
- B. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
"The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."
- C. The Recipient will insert the clauses of appendix A and E of DOT Order 1050.2A in every contract or agreement subject to the Acts and the Regulations.
- D. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
- E. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
- F. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.

CONTRACT CONDITIONS - PAGE 6

- G. That the Recipient will include the clauses set forth in appendix C and appendix D of DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - 1. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - 2. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- H. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - 1. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - 2. the period during which the Recipient retains ownership or possession of the property.
- I. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
- J. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

IX. **STATUTORY AND REGULATORY REQUIREMENTS**

A. **COMPLIANCE:** The Subrecipient must comply with the following Statutes or Rules:

- 1. Peace Officer Standards and Training (P.O.S.T.) Chapter 590 RSMo Department of Public Safety (DPS) certification of peace officers
- 2. Crash Reporting Chapter 43.250 RSMo - Law enforcement officers to file all crash reports with Missouri State Highway Patrol (MSHP).
- 3. Uniform Crime Reporting Chapter 43.505 RSMo - Crime incident reports shall be submitted to DPS on forms or in format prescribed by DPS.
- 4. Racial Profiling Chapter 590.650 RSMo - Law enforcement agency to file a report to the Attorney General each calendar year.
- 5. US DOT AND OMB REGULATIONS: The Subrecipient shall comply with all requirements of 2 CFR Parts 200 and 1201.

X. **PRODUCTION & DEVELOPMENT COSTS** Items produced with federal funds are within the public domain and are not bound by copyright restrictions. All items produced with federal funds, in whole or in part, must acknowledge this by clearly indicating that MoDOT Highway Safety and Traffic funding supported this effort. Examples may include, but are not limited to, print materials; audio/video productions; and training aides such as curricula or workbooks. Any materials developed under this contract must be submitted to the MHTC for approval prior to final print and distribution. Copies of all final products are to be provided to the MHTC. The MHTC has the right to reproduce and distribute materials as the MHTC deems appropriate.

XI. **INDEMNIFICATION** Option 1 below only applies to State agencies, Cities, Counties and other political subdivisions or political corporations of the State of Missouri. Option 2 applies to all other entities (e.g. non-profit, private institutions).

OPTION 1:

- A. To the extent allowed or imposed by law, the Subrecipient shall defend, indemnify and hold harmless the MHTC, including its members and MoDOT employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Subrecipient's wrongful or negligent performance of its obligations under this Agreement. The Subrecipient may satisfy this requirement utilizing a self-funded program.
- B. The Subrecipient will require any contractor procured by the Subrecipient to work under this Agreement :
 - 1. To obtain a no cost permit from the MHTC's district engineer prior to working on the MHTC's right-of-way, which shall be signed by an authorized contractor representative (a permit from the MHTC's district engineer will not be required for work outside of the MHTC's right-of-way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the MHTC, and the MoDOT and its employees, as additional named insured's in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.
- C. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

OPTION 2:

The Subrecipient shall defend, indemnify and hold harmless the MHTC, including its members and the MoDOT employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Subrecipient's performance of its obligations under this Agreement.

- XII. **AMENDMENTS** The Budget Proposal within this Agreement may be revised by the Subrecipient and the MHTC subject to the MHTC's approval without a signed amendment as long as the total contract amount is not altered and /or the intended scope of the project does not change. Prior to any revision being made to the Budget Proposal, Subrecipient shall submit a written or email request to the MHTC requesting the change. Any other change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Subrecipient and the MHTC. All final modification requests must be submitted no later than September 30 of the project fiscal year.
- XIII. **MHTC REPRESENTATIVE** The MoDOT Highway Safety and Traffic Division Director is designated as the MHTC's representative for the purpose of administering the provisions of this Agreement. The MHTC's representative may designate by written notice other persons having the authority to act on behalf of the MHTC in furtherance of the performance of this Agreement.
- XIV. **ASSIGNMENT** The Subrecipient shall not assign, transfer, or delegate any interest in this Agreement without the prior written consent of the MHTC.
- XV. **LAWS OF MISSOURI TO GOVERN** This Agreement shall be construed according to the laws of the State of Missouri. The Subrecipient shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.
- XVI. **VENUE** It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.
- XVII. **SECTION HEADINGS** All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.
- XVIII. **NONSEGREGATED FACILITIES** (Applicable to contracts over \$10,000) Subrecipient and its subcontractors, suppliers and vendors, should meet Federal requirements regarding nonsegregated facilities.

XIX. FUNDING ORIGINATION AND AUDIT INFORMATION

The MHTC funds the following NHTSA program areas:

<u>Section</u>	<u>Assistance Listing #</u>	<u>Program Title</u>
402	20.600	State and Community Highway Safety Programs
154	20.607	Alcohol Open Container Requirements
405b	20.616	National Priority Safety Programs
405c	20.616	National Priority Safety Programs
405d	20.616	National Priority Safety Programs
405e	20.616	National Priority Safety Programs
405f	20.616	National Priority Safety Programs
405g	20.616	National Priority Safety Programs
405h	20.616	National Priority Safety Programs
405i	20.616	National Priority Safety Programs

XX. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

(Applies to subrecipients as well as States)

The State will provide a drug-free workplace by:

- A.** Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- B.** Establishing a drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace.
 2. The Subrecipient's policy of maintaining a drug-free workplace.
 3. Any available drug counseling, rehabilitation, and employee assistance programs.
 4. The penalties that may be imposed upon employees for drug violations occurring in the workplace.
 5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (A).
- C.** Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the grant, the employee will:
 - a. Abide by the terms of the statement.
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- D.** Notifying the agency within ten days after receiving notice under subparagraph (C)(b) from an employee or otherwise receiving actual notice of such conviction.
- E.** Taking one of the following actions, within 30 days of receiving notice under subparagraph (C)(b), with respect to any employee who is so convicted:
 - a. Taking appropriate personnel action against such an employee, up to and including termination.
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- F.** Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

XXI. POLITICAL ACTIVITY (HATCH ACT)

(Applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XXII. CERTIFICATION REGARDING FEDERAL LOBBYING

(Applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

XXIII. RESTRICTION ON STATE LOBBYING

(Applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

XXIV. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(Applies to subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1200.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

- D. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of 2 CFR Part 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph F of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions:

- 1. The prospective primary tier participant certifies to the best of its knowledge and belief, that its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining , attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- 2. Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1200.

- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph E of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XXV. BUY AMERICA ACT

(Applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase only steel, iron and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the

cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

All items purchased must be compliant with the National Highway Traffic Safety Administration (NHTSA) interpretation of the Buy America Act including, but not limited to:

1. Items valued over \$5,000 per unit must be manufactured or assembled in the United States of America, or as allowed by a current Buy America Act waiver issued by the NHTSA;
2. All vehicles, motorcycles, trailers, and other similar conveyances must be manufactured or assembled in the United States of America regardless of cost.

<https://www.nhtsa.gov/sites/nhtsa.gov/files/buy-america-act-revised-11202015.pdf>

Furthermore, the State and each subrecipient will follow the guidelines of 2 C.F.R. § 200.322, Domestic Preferences for Procurements. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States.

XXVI. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE
(Applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

XXVII. POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Subrecipient is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

XXVIII. POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or -rented vehicles, Government-owned, leased or rented vehicles, or privately-owned when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

XXIX. PARTICIPATION IN HIGHWAY SAFETY PARTNERSHIPS

All subrecipients are strongly encouraged to participate in Highway Safety sponsored functions including, but not limited to, Missouri Coalition for Roadway Safety regional meetings, applicable subcommittees and conferences; working groups; dedicated enforcement workshops; and grant application and contract award workshops. Subrecipient agencies with positions that are funded via Highway Safety grants are expected to participate (or send a representative) in the above functions as much as possible.

XXX. PROHIBITION ON TELECOMMUNICATIONS AND VIDEO SURVEILLANCE

The National Defense Authorization Act of Fiscal Year 2019 (Pub. L. 115-232) prohibits Federal grant funds from being obligated or expended to procure or obtain (or to enter into, extend, or renew a contract to procure or obtain) certain covered telecommunications equipment, services, or systems. States and subrecipients should refer to the Super Circular for more information on what equipment and companies this prohibition covers.

Equipment regularly purchased under NHTSA grants that may be subject to this provision could include : mobile phones, landlines, and the internet. Note that this provision prohibits purchasing these (and other) items produced by certain companies; items produced by non-prohibited companies are still potentially allowable.

**XXXI. CERTIFICATION ON CONFLICT OF INTEREST
(Applies to subrecipients as well as States)**

General Requirements

No employee, officer or agent of a State or its subrecipient who is authorized in an official capacity to negotiate , make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

- A.** The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
 - 1.** The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
 - 2.** The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.
- B.** The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

Disclosure Requirements

No State or its subrecipient, including its officers, employees or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

- A.** The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
- B.** NHTSA will review the disclosure and may require additional relevant information from the recipient . If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict .
- C.** Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization .

CONTRACT REQUIREMENTS

THE FOLLOWING REQUIREMENTS ONLY APPLY TO CONTRACTS THAT INCLUDE TRAINING

Subrecipients offering the MHTC-funded courses must adhere to the following standard elements required for training contracts:

- A. A course schedule must be presented to the MHTC program coordinator prior to the proposed training. The schedule should include: title of course; date(s); time; exact location; and agenda. Any changes to the course schedule must have prior approval from the MHTC.
- B. Each student must complete a survey form at the completion of the workshop/training. The survey will ask a series of questions concerning adequacy of: training received; instructor's presentation; training facility/location; and worth of the training.
- C. The Subrecipient must provide a sign-up sheet for every class when submitting a reimbursement request for the course (a typed list of everyone who registered is not acceptable). The sign-up sheet must capture the following information:
 - 1. Title of the class
 - 2. Date(s) and location of class
 - 3. Printed Name and signature of attendees (unless otherwise prohibited)
 - 4. Name of agency/organization of each attendee
- D. To ensure cost effectiveness, every effort should be made to enroll a minimum of fifteen (15) students per class. If the minimum number of students cannot be ensured, the subrecipient should contact the MHTC Highway Safety Office to seek approval to proceed with the class.
- E. Copies of the student evaluations, number of students enrolled/number of students attending, agenda/syllabus/curriculum, and participant sign-up sheets must be retained in Subrecipient's files after the training has been conducted and available for MHTC review upon request.

THE FOLLOWING REQUIREMENTS APPLY TO LAW ENFORCEMENT AGENCIES ONLY

A. PROBLEM IDENTIFICATION

Subrecipient must develop a selected traffic enforcement plan by evaluating crash data involving fatal, disabling and moderate injuries. This will be done on an annual basis to determine the highest crash locations, to include: month of year, day of week, time of day, and causation factors. This plan must be used to determine locations utilized in site selection for conducting enforcement efforts. Any changes to the enforcement plan must be made in writing to the MHTC project coordinator in advance of enforcement efforts.

B. PROJECT ACTIVITIES

- 1. Enforcement activities by the Subrecipient must remain at the current level. Enforcement efforts provided by this contract must be in addition to current enforcement activities.
- 2. Officers will be permitted to issue multiple citations and/or written warnings to drivers who have committed several violations.
- 3. High visibility enforcement is a key strategy to reducing traffic crashes; therefore, law enforcement officers working overtime projects are strongly encouraged to make at least three (3) contacts per hour when conducting an enforcement project.
- 4. Subrecipient is expected to participate in associated national or state mobilization efforts in conjunction with, or at the direction of, the Highway Safety and Traffic Division. These mobilizations include, but are not limited to: Click It or Ticket campaign, Drive Sober or Get Pulled Over campaign, Youth Seat Belt enforcement campaign, Holiday Impaired Driving campaign, and quarterly enforcement efforts. Mobilization reporting efforts shall be completed using the online mobilization reporting form located at: <https://mobilization.rejis.org>.
- 5. Only law enforcement work performed by a duly licensed, Peace Officer Standards and Training (POST) certified law enforcement officer will be reimbursed.
- 6. The Subrecipient will not be eligible for reimbursement for any individual law enforcement officer working under this grant in excess of 40 hours for any two week pay period. The Subrecipient will not be eligible for reimbursement for any individual law enforcement officer working under this grant where said officer is claiming to have worked as a law enforcement officer for more than 16 hours in any 24 hour period.

C. PARTNERSHIPS

Law Enforcement agencies are strongly encouraged to participate in the Law Enforcement Traffic Safety Advisory Council (LETSAC) and attend the annual conference. Agencies located within the metropolitan areas of St. Louis or Kansas City should participate in Operation Impact or Operation Gateway (traffic safety task forces).

D. ALLOWABLE COSTS

Full-time, part-time and reserve officers are eligible to participate in overtime enforcement projects. Part-time and reserve officers must have the same authority as a full-time permanent officer. MHTC will reimburse Subrecipient at officer's standard rate of pay in accordance with Subrecipient policies and procedures regarding standard rate of pay and overtime rate of pay. The Subrecipient will not be reimbursed at the overtime rate for work that according to Subrecipient's own policies and procedures does not constitute overtime. Non-POST certified personnel may be allowed, at the sole discretion of MHTC, in a support/administrative role.

Exceptions to allowable costs may be made with prior written permission of the MHTC.

E. DRUNK DRIVING ENFORCEMENT PROJECTS

1. Those officers conducting standardized field sobriety testing must have 24 hours of Standardized Field Sobriety Test training to participate in grant funded enforcement efforts.
2. Agency should participate in quarterly enforcement efforts and the national impaired driving crackdowns held annually.

F. SOBRIETY CHECKPOINTS

Unless otherwise prohibited by state statute or appropriation,

1. The MHTC will fund enforcement agencies to conduct sobriety checkpoints in accordance with standards outlined in the Sobriety Checkpoint Reference Manual and the Sobriety Checkpoint Supervisor Training program.
2. Sobriety checkpoint enforcement efforts must be coupled with appropriate public information efforts to increase the perceived risk of arrest and to enhance the actual risk of arrest.
3. Enforcement statistics and the agency's sobriety checkpoint operations plan must be submitted with reimbursement vouchers.

G. PURSUIT POLICIES

Law enforcement agencies are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect. (23 U.S.C. 402(j))

PROBLEM IDENTIFICATION

During the last 5 years, no behavior on Missouri roadways has contributed to traffic fatalities as frequently as speed and aggressive driving. From 2017-2021, there were 2,547 fatalities involving a speeding or aggressive driver, accounting for 53% of all traffic fatalities. Speed and aggressive driving are cited in fatal crash reports as a contributing circumstance more than twice as often as impaired driving, and feedback and citation data from law enforcement agencies indicate speeds are up significantly during the last 3 years.

From 2020-2022, Independence experienced 6,644 crashes, of which 207 were serious injury crashes and 54 were fatality crashes. Motorists are accustomed to driving at least five to ten miles over the speed limit in almost every driving condition. Many are driving ten (10) to twenty (20) miles per hour over the speed limit. This coupled with following too closely on a regular basis results in traffic crashes and injuries. Speeding caused 1,005 crashes. 69 resulted in serious injury and 27 were fatal.

Independence has a large number of retail businesses around a major shopping center bordered by an Interstate highway, two major state routes and a primary city street. This greatly adds to the traffic flow into this area resulting in an increased amount of traffic congestion and traffic crashes. At this same interchange the Independence Events Center increases the already existing traffic problem. Independence also has a large shopping district stretching four miles through the center of the city along Noland Road. Noland Road is consistently a high crash location. Aggressive drivers become involved in road rage which results in even more serious consequences to the combatants.

In 2023, one hundred eighty-five (185) traffic crashes occurred along the 7 mile stretch of I-70 in Independence. This resulted in fifty (50) injured and five (5) fatality crashes. Of the 185 crashes on I-70, around twenty-two (22) could be attributed to following too close and around sixteen (16) were the result of improper lane use. These types of violations are consistent with aggressive driving.

One hundred fifty-one (151) crashes involved violations of signal/sign in 2023, injuring seventy-six (76) with no fatalities reported. Red light violations are in direct correlation to aggressive drivers who are notorious for also speeding, tailgating and cutting off other motorists.

The following shows where Independence ranks compared to other cities in Missouri for speeding related fatalities and serious injury crashes:

Speeding Crashes : 4th in the state
Speeding Fatalities: 3rd in the state
Speeding Serious Injuries: 4th in the state

The top four crash locations in Independence are MO-291 at Gudgeon St, MO-291 and Frontage Rd, MO-291 and Salisbury Rd, and MO-291 at E. 23rd Street.

This information was located on the State of Missouri STARS Reporting site. (TR15 - Static Reports (missouri.gov))

GOALS/OBJECTIVES

Core Performance Measure Goals:

Based on a goal of 0 fatalities by 2030, Missouri is setting a five-year average fatality target of 897.6 by December 31, 2026.

Based on a goal of 0 serious injuries by 2040, Missouri is setting a five-year average serious injury target of 4,486.1 by December 31, 2026.

Based on a goal of 0 fatalities by 2030, Missouri is setting a five-year average speed related fatality target of 293.8 by December 31, 2026.

Develop and implement a plan that focuses on hazardous moving violations (such as speeding, following too closely, driving too fast for conditions, red-light running, improper lane changes, and failure to yield) at high crash locations and corridors.

PROJECT DESCRIPTION

Officers assigned to the HMV - High Crash Roadways project who are trained in speed measuring devices will be assigned to specific high crash locations. Officers will target hazardous moving violations such as speeding, following too close, improper lane use, and failing to yield the right of way. Officers will be required to monitor traffic and make contact with all observed traffic violators. Enforcement in the form of traffic tickets will be required for any violations found. There will also be a zero tolerance for seat belt violations and child restraint violations. Officers assigned to the Traffic Safety Unit will target nine major roadways, I-70, I-470, US24, US40, MO-12, MO-291, MO-78, Sterling, and Noland Road. Officers will also conduct enforcement in locations that may present as a short-term or newly identified problem area.

The Traffic Safety Unit will specifically target I-70 to curb aggressive driving. We have identified that tailgating and improper lane use contributes greatly to the crashes along this major stretch of Interstate in our city as stated in the Problem Identification section. Excessively high speeds have become commonplace with the lower traffic numbers near the onset of the COVID-19 pandemic. We have not observed a decrease in speeds even with more traffic as most people return to a semblance of normal work and school schedules. A robust enforcement plan with appropriate messaging via social media and press releases will help to make the public more aware of the problem and curb aggressive driving. We will also participate in the aggressive driving campaigns which are coordinated by MoDOT Kansas City District.

Officers will work alone and in teams to saturate areas where aggressive drivers accelerate through red lights or commit violations in conjunction with red light violations. Officers will target red light running violations along major streets and highways. We will also participate with the Union Pacific Police Department in Operation Lifesaver targeting violators who fail to stop for railroad crossing gates or signals and the Operation Impact Regional Coalition Enforcement Days.

Officers assigned to the Traffic Safety Unit are provided an allotment of hours monthly to enforce hazardous moving violations. Driving Campaigns are also staffed by members of the Traffic Safety Unit as well as patrol officers through monthly sign-up sheets. Aggressive Driving enforcement is strongly encouraged with an emphasis on driver education to reduce traffic crashes.

In 2023 Independence PD officers issued 6,850 traffic citations while working MoDOT funded HMV traffic grants, including 3,972 hazardous moving violations, and 2,878 non-moving citations.

SUPPLEMENTAL INFORMATION

<u>Question</u>	<u>Answer</u>
You must answer the following questions.	
1 Does your agency have and enforce an internal safety belt policy for all personnel?	Yes
2 Does your agency have and enforce a policy restricting cell phone use while driving?	Yes
3 Does your agency report racial profiling data annually?	Yes
4 Does your agency report to MOCARS?	Yes
5 Does your agency report MIBRS information annually?	Yes
6 Please explain any NO answer(s) to questions 1-5:	
7 Have any of your officers/personnel been debarred and are therefore not eligible to receive federal funds for reimbursement of salary, fringe benefits, or overtime?	No
8 Does your agency have adequate manpower to fully expend the funds requested in this application?	Yes
9 If NO, please explain.	
10 Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes?	No
11 If YES, please explain.	
12 Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years?	No
13 If YES, please explain.	
14 If your agency received Highway Safety grant funding in the last three (3) fiscal years and there were unexpended balances, please explain why.	
Grant activities were suspended for a time during the initial stages of the COVID-19 pandemic. Personnel were also temporarily reassigned from traffic assignments to supplement patrol. They continued to engage in grant enforcement efforts but their normal work schedules were altered.	
15 Did your political entity receive more than 80% of its annual gross revenues in Federal Awards in your preceding fiscal year?	No
16 Did your political entity receive \$25,000,000 or more in Federal Awards in your preceding fiscal year?	Yes
17 If you answered NO to either question 15 and 16, DO NOT answer this question. If you answered YES to both question 15 and 16, and the public does not have access to this information, list the names and compensation amounts of the five most highly compensated employees in your business or organization (the legal entity to which the UEI number it provided belongs).	

Please use the most current 12-months of data available for answering questions 18-23. INCLUDE ALL OF YOUR AGENCY'S STATISTICS, NOT JUST THOSE ISSUED DURING GRANT ACTIVITY.

18	Total number of DWI violations written by your agency.	393
19	Total number of speeding citations written by your agency.	6616
20	Total number of HMV citations written by your agency.	8644
21	Total number of child safety/booster seat citations written by your agency.	46
22	Total number of safety belt citations written by your agency.	935
23	Total number of warnings issued.	628

Use the most current three years crash data from the Missouri State Highway Patrol (MSHP) or your internal record management system for questions 24-34.

24	Total number of traffic crashes.	6644
25	Total number of traffic crashes resulting in a fatality.	54
26	Total number of traffic crashes resulting in a serious injury.	207
27	Total number of speed-related traffic crashes.	1005
28	Total number of speed-related traffic crashes resulting in a fatality.	27
29	Total number of speed-related traffic crashes resulting in a serious injury.	69
30	Total number of alcohol-related traffic crashes.	349
31	Total number of alcohol-related traffic crashes resulting in a fatality.	10
32	Total number of alcohol-related traffic crashes resulting in a serious injury.	33
33	Total number of unbuckled fatalities.	21
34	Total number of unbuckled serious injuries.	42

Enter your agency's information below.

35	Total number of commissioned law enforcement officers.	230
36	Total number of commissioned patrol and traffic officers.	100
37	Total number of commissioned law enforcement officers available for overtime enforcement.	207
38	Total number of vehicles available for enforcement.	50
39	Total number of radars/lasers.	46

40 Total number of in-car video cameras. 70

41 Total number of PBTs and/or oral fluid testing devices. Please indicate the number of each type of instrument.

PBTs - 11

Sotoxa Oral Fluid Device - 1

42 Total number of Breath Instruments. 3

The following information explains the strategies your agency will use to address the traffic crash problem . This information is considered to be the Project Description and should be specific to the crash problem.

43 Identify primary enforcement locations.

I-70, I-470, US-40, US-24, MO-12, MO-291, MO-78, Noland Road, Sterling Ave and Lee's Summit Road.

44 Enter the number of enforcement periods your agency will conduct each month. 50

45 Enter the months in which enforcement will be conducted.

All months of the fiscal year.

46 Enter the days of the week in which enforcement will be conducted.

All days of the week.

47 Enter the time of day in which enforcement will be conducted.

5:00 AM to 12:00 AM

48 Enter the number of officers assigned during the enforcement period. 40

49 If equipment or supplies are requested to conduct this project, explain below why it is needed and how it will be used.

PROJECT EVALUATION

The MHTC will administratively evaluate this project. Evaluation will be based, at a minimum, upon the following:

1. Law enforcement compliance with state UCR, Racial Profiling, and MOCARS reporting requirements (law enforcement contracts only)
2. Timely submission of monthly reimbursement vouchers and appropriate documentation to support reimbursement for expenditures (i.e., personal services, equipment, materials)
3. Timely submission of periodic reports (i.e., monthly, quarterly) as required
4. Timely submission of the Year End Report of activity (due within 30 days after contract completion date)
5. Attaining the Goals set forth in this contract
6. Accomplishing the Objectives* established to meet the project Goals, such as:
 - Enforcement activities (planned activities compared with actual activities)
 - Programs (number and success of programs held compared to planned programs, evaluations if available)
 - Training (actual vs. anticipated enrollment, student evaluations of the class, student test scores on course examinations, location of classes, class cancellation information)
 - Equipment purchases (timely purchase of equipment utilized to support and enhance the traffic safety effort ; documentation of equipment use and frequency of use)
 - Public awareness activities (media releases, promotion events, or education materials produced or purchased)
 - Other (any other information or material that supports the Objectives)
7. The project will be evaluated by the Highway Safety and Traffic Division through annual crash analysis

Evaluation results will be used to determine:

- The success of this type of activity in general and this particular project specifically ;
- Whether similar activities should be supported in the future; and
- Whether grantee will receive funding for future projects

Annual crash statistics will be analyzed to determine the impact of this project.

ADDITIONAL FUNDING SOURCES

N/A

BUDGET

Category	Item	Description	Quantity	Cost	Total	Local	Total Requested
Personnel							
	Overtime and/or Fringe	HMV High-Crash Roadways (Supervisors, Officers, Dispatchers, and Administrative personnel)	2,200.00	\$125.00	\$275,000.00	\$0.00	\$275,000.00
	Overtime and/or Fringe	I-70 Aggressive Driving Enforcement (Supervisors, Officers, Dispatchers, and Administrative personnel)	1,150.00	\$125.00	\$143,750.00	\$0.00	\$143,750.00
	Overtime and/or Fringe	Red Light Enforcement (Supervisors, Officers, Dispatchers, and Administrative personnel)	500.00	\$125.00	\$62,500.00	\$0.00	\$62,500.00
					\$481,250.00	\$0.00	\$481,250.00
Training							
	Professional Development	LETSAC	4.00	\$1,000.00	\$4,000.00	\$0.00	\$4,000.00
					\$4,000.00	\$0.00	\$4,000.00
Total Contract					\$485,250.00	\$0.00	\$485,250.00

ATTACHMENTS

<u>Document Type</u>	<u>Description</u>	<u>Original File Name</u>	<u>Date Added</u>
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City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-051 **1R** An ordinance finding, determining, and declaring the necessity of acquiring right of way and temporary construction easements for the Truman Connected Phase 1 Project (Project No. 112102); 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. **1R READ**

Recommendations:

Council approval is recommended.

Background:

Approval of this ordinance will allow City Staff to proceed with easement acquisitions for the Truman Connected Ph. 1 Project (No. 112102). This project will provide new ADA-compliant sidewalks, dedicated bike lanes, curb & gutters, sidewalk ramps, storm sewer improvements, and street trees on Winner Road, Lexington Road, Bess Truman Parkway, and the Downtown Square.

Emergency Justification:**Fiscal Impact:**

The fiscal impact to the City is estimated at \$150,000. Funding for the Truman Connected Phase 1 Project (No. 112102) is included in the FY 24 adopted budget, page number 182, account number 7011-5406.

Council Action:

Department / Contact	Municipal Services /
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REVIEWERS

Lisa Reynolds
Jeremy Cover
Meagan Borth
Zachary Walker

Susanne Holland

ATTACHMENTS:

1. Truman Connected Phase 1 Easement Acquisition Ordinance

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE FINDING, DETERMINING AND DECLARING THE NECESSITY OF ACQUIRING RIGHT OF WAY AND TEMPORARY CONSTRUCTION EASEMENTS FOR THE TRUMAN CONNECTED PHASE 1 PROJECT (PROJECT NO.112102); 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 right of way and temporary construction easements in accordance with the plans and specifications as approved for construction, operation and maintenance of Truman Connected Phase 1 Project (No. 112102), 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 Truman Connected Phase 1 Project (No. 112102) for the City of Independence, Missouri, to acquire by purchase or eminent domain proceedings temporary construction grading easements, and right of way for such public improvements, including, but not limited to, the right to construct curbs, drives, trails, sidewalks and storm sewers, together with all appurtenances thereunto belonging along, over, under, upon, across and through the following described tracts of land, all of which are situated in Independence, Jackson County, Missouri; to wit:

Tract 1

Temporary Construction Easement

A Temporary Construction Easement located on the Tracts of land described by the Warranty Deed recorded as document number 195910734629 and by the Warranty Deed recorded as

document number 196610877634 at the Jackson County, Missouri Recorder of Deeds Office, and being a portion of Lot 110, G.M. NICHOL'S RESURVEY OF RAVENSWOOD, a subdivision of land and the vacated Right-of-Way of 18'" Street, in the City of Independence, Jackson County, Missouri, being described as follows;

Commencing at the Southwest corner of said Lot 110, also being on the North Right-of-Way line of Winner Road, as now established, thence, along said North Right-of-Way line, South 75°33'50" East, 53.40 feet, to the Point of Beginning of the Temporary Construction Easement herein described;

Thence from the Point of Beginning, leaving said North Right-of-Way line, North 14°26'10" East, 15.00 feet; thence South 75°33'50" East, 80.00 feet; thence South 14°26'10" West, 15.00 feet, to a point on said North Right-of-Way line; thence, along said North Right-of-Way line, North 75°33'30" West, 80.00 feet to the Point of Beginning, containing 1200 square feet, more or less.

Tract 2:

Temporary Construction Easement

A Temporary Construction Easement located on the Tract of land described by the Warranty Deed recorded as instrument number 2021E0134169 at the Jackson County, Missouri Recorder of Deeds Office, and being a portion of Lots 1 and 2, WOODSON HOMESTEAD, a subdivision of land in the City of Independence, Jackson County, Missouri, being described as follows;

Beginning at the Southwest corner of said Lot 1, at a point at the intersection of the North Right-of-Way line of Lexington Avenue and the East Right-of-Way line of Forest Avenue, as now established; thence, along said East Right-of-Way line, North 01°21'35" East, 5.01 feet; thence leaving said East Right-of-Way line, South 85°15'17" East, 70.00 feet; thence South 04°44'43" West, 5.00 feet to a point on said North Right-of-Way line; thence North 85°15'17" West, 69.70 feet to the Point of Beginning, containing 349 square feet, more or less.

Tract 3:

Temporary Construction Easement

A Temporary Construction Easement located on the Tract of land described by the Quit Claim Deed recorded as document number 2021E0020951 at the Jackson County, Missouri Recorder of Deeds Office, and being a portion of Lot 16, WOODSON HOMESTEAD, a subdivision of land in the City of Independence, Jackson County, Missouri, being described as follows;

Commencing at the Southwest corner of said Lot 16, also being a point on the North Right-of-Way line of Lexington Avenue, as now established, thence, along said North Right-of-Way line, North 70°04'26" East, 13.47 feet, to the Point of Beginning of the Temporary Construction Easement herein described;

Thence from the Point of Beginning, leaving said North Right-of-Way line, North 19°55'34" West, 10.00 feet; thence North 70°04'23" East, 40.00 feet; thence South 19°56'08" East, 9.99 feet, to a point on said North Right-of-Way line and being the Southeast corner of said Lot 16; thence, along said North Right-of-Way line, along a curve to the right, having a radius of 307.11 feet, an arc length of 2.19 feet, a chord bearing of South 69°52'10" West, and a chord length of 2.19 feet; thence, continuing along said North Right-of-Way line, along a tangent line to the last described curve, South 70°04'26" West, 37.81 feet to the Point of Beginning, containing 400 square feet, more or less.

Tract 4

Temporary Construction Easement

A Temporary Construction Easement located in Lot 9, CRILEY PLACE, a subdivision of land as recorded at the Jackson County, Missouri Recorder of Deeds office and located in the City of Independence, Jackson County, Missouri, being described as follows;

Commencing at the Southeast corner of said Lot 9, and being a point on the North line of the Missouri Pacific Railroad Right-of-Way, thence, leaving said North Right-of-Way line, along the East line of said Lot 9, North 34°19'54" East, 137.72 feet to the Point of Beginning of the Temporary Construction Easement herein described;

Thence from the Point of Beginning, leaving said East line, North 58°03'04" West, 5.00 feet; thence North 34°19'54" East, 40.03 feet; thence South 58°03'04" East, 5.00 feet, to a point on said East line; thence along said East line, South 34°19'54" West, 40.03 feet to the Point of Beginning, containing 200 square feet, more or less.

Tract 5

Right-of-Way

A Right-of-Way located on the Tract of land described by the Warranty Deed recorded as instrument number 2020E0057225 at the Jackson County, Missouri Recorder of Deeds Office, and being a portion of Lots 124 and 125 of VERNON PLACE, a subdivision of land in the City of Independence, Jackson County, Missouri, being described as follows,

Commencing at the Northwest corner of said Lot 124, at a point on the South Right-of-Way line of Walnut Street, as now established; South 87°16'36" East, 145.89 feet, to the Point of Beginning of the Permanent Easement herein described;

Thence from the Point of Beginning, continuing along said South Right-of-Way line, South 87°18'21" East, 4.23 feet, to a point on the west Right-of-Way line of Lexington Avenue, as now established; thence, along said west Right-of-Way line, South 02°15'16" East, 25.31 feet; thence, continuing along said west Right-of-Way line, South 45°37'39" West, 24.98 feet, thence,

continuing along said west Right-of-Way line, South 39°14'36" West, 61.70 feet to the Southeast corner of said Tract; thence, along the south line of said Tract, North 83°29'14" West, 5.94 feet; thence, leaving said south line, North 39°14'36" East, 70.95 feet; thence North 19°52'16" East, 37.35 feet to the Point of Beginning, containing 709 square feet, more or less.

Tract 6

Right-of-Way

A Right-of-Way located on the Tract of land described by the Warranty Deed recorded as document number 2019E0077123 at the Jackson County, Missouri Recorder of Deeds Office and being a part of the Southeast Quarter of Section 03, Township 49 North, Range 32 West, in the City of Independence, Jackson County, Missouri, being described as follows;

Commencing at the Southwest corner of Lot 37, VERNON PLACE, a subdivision of land, as recorded at said recorder of deeds, and being a point on the North Right-of-Way line of Walnut Street, as now established; thence along the South line of Lot 37 and the South line of Lot 24, of said VERNON PLACE, and their easterly prolongation, said line also being said North Right-of-Way line, South 87°16'39" East, 341.32 feet to a point on the East line of an Alley as shown on said VERNON PLACE, and being a point on the West line of said Tract; thence along the East line of said Alley and being the west line of said Tract, South 01°42'39" West, 10.04 feet to the Point of Beginning of the Permanent Easement herein described,

Thence from the Point of Beginning, leaving the East line of said Alley and the West line of said Tract, North 77°51'20" East, 13.03 feet to a point on the Northwest Right-of-Way line of Lexington Avenue, as now established; thence, along said Northwest Right-of-Way line, South 35°37'38" West, 15.65 feet to a point on the East line of said Alley; thence along the East line of said Alley, North 01°42'39" East, 6.10 feet to the Point of Beginning, containing 39 square feet, more or less.

Temporary Construction Easement

A Temporary Construction Easement located on the Tract of land described by the Warranty Deed recorded as document number 2019E0077123 at the Jackson County, Missouri Recorder of Deeds Office and being a part of the Southeast Quarter of Section 03, Township 49 North, Range 32 West, in the City of Independence, Jackson County, Missouri, being described as follows;

Commencing at the Southwest corner of Lot 37, VERNON PLACE, a subdivision of land, as recorded as said recorder of deeds, and being a point on the North Right-of-Way line of Walnut Street, as now established; thence along the South line of Lot 37 and the South line of Lot 24, of said VERNON PLACE, and their easterly prolongation, said line also being said North Right-of-Way line, South 87°16'36" East, 341.32 feet to a point on the East line of an Alley as shown on said VERNON PLACE, and being a point on the West line of said Tract; thence along the East line of said Alley and being the west line of said Tract, South 01°42'39" West, 5.92 feet to the Point of Beginning of the Temporary Construction Easement herein described;

Thence from the Point of Beginning, leaving the East line of said Alley and the West line of said Tract, North 77°51'20" East, 21.83 feet to a point on the Northwest Right-of-Way line of Lexington Avenue, as now established; thence, along said Northwest Right-of-Way line, South 55°37'38" West, 10.57 feet; thence leaving said Northwest Right-of-Way line, South 77°51'20" West, 13.03 feet, to a point on the East line of said Alley; thence along the East line of said Alley, North 01°42'39" East, 4.12 feet to the Point of Beginning, containing 70 square feet, more or less.

Tract 7

Temporary Construction Easement 1

A Temporary Construction Easement located on the Tract of land described by the Warranty Deed recorded as document number 200210093671 at the Jackson County, Missouri Recorder of Deeds Office, and being a portion of Lot 18, JAMES F. MOORES ADDITION, a subdivision of land, in the City of Independence, Jackson County, Missouri, being described as follows,

Commencing at the Southeast corner of Lot 15 of said JAMES F. MOORES ADDITION, also being a point on the North Right-of-Way line of Lexington Avenue, as now established; thence, along said North Right-of-Way line, and being along the South line of said Lots 15, 16, 17 and 18, North 88°15'44" West, 443.80 feet, to the Point of Beginning of the Temporary Construction Easement herein described;

Thence from the Point of Beginning, continuing along said North Right-of-Way line, North 88°15'44" West, 15.00 feet to the Southwest corner of said Lot 18, also being a point on the East Right-of-Way line of Union Street, as now established; thence along said East Right-of-Way line, North 02°22'38" East, 15.00 feet; thence leaving said East Right-of-Way line, South 42°56'33" East, 21.10 feet to the Point of Beginning, containing 113 square feet, more or less.

Temporary Construction Easement 2

A Temporary Construction Easement located on the Tract of land described by the Warranty Deed recorded as document number 200210093671 at the Jackson County, Missouri Recorder of Deeds Office, and being a portion of Lot 16, JAMES F. MOORES ADDITION, a subdivision of land, in the City of Independence, Jackson County, Missouri, being described as follows;

Commencing at the Southeast corner of Lot 15 of said JAMES F. MOORES ADDITION, also being a point on the North Right-of-Way line of Lexington Avenue, as now established; thence, along said North Right-of-Way line, and being along the South line of said Lots 15 and 16, North 88°15'44" West, 179.31 feet, to the Southeast corner of said Tract, and being the Point of Beginning of the Temporary Construction Easement herein described;

Thence from the Point of Beginning, continuing along said North Right-of-Way line, North 88°15'44" West, 7.96 feet; thence leaving said North Right-of-Way line, North 02°04'22" East,

10.00 feet; thence South 88°15'44" East, 7.90 feet to a point on the East line of said Tract; thence along said East line, South 01°44'16" West, 10.00 feet to the Point of Beginning, containing 79 square feet, more or less. EIR,

Tract 8

Temporary Construction Easement

A Temporary Construction Easement located on the Tract of land described by the Warranty Deed recorded as document number 2021E0057065 at the Jackson County, Missouri Recorder of Deeds Office, and being a portion of Lot 16, JAMES F. MOORES ADDITION, a subdivision of land, in the City of Independence, Jackson County, Missouri, being described as follows;

Commencing at the Southeast corner of Lot 15 of said JAMES F. MOORES ADDITION, also being a point on the North Right-of-Way line of Lexington Avenue, as now established; thence, along said North Right-of-Way line, and being along the South line of said Lots 15 and 16, North 88°15'44" West, 167.21 feet, to the Point of Beginning of the Temporary Construction Easement herein described;

Thence from the Point of Beginning, continuing along said North Right-of-Way line, and along the South line of said Lot 16, North 88°15'44" West, 12.10 feet to the Southwest corner of said Tract; thence along the West line of said Tract, North 01°44'16" East, 10.00 feet; thence leaving said West line, South 88°15'44" East, 12.10 feet; thence South 01°44'16" West, 10.00 feet to the Point of Beginning, containing 121 square feet, more or less.

Tract 9

Temporary Construction Easement

A Temporary Construction Easement located on the Tract of land described by the Warranty Deed recorded in Book 1878, at Page 390 at the Jackson County, Missouri Recorder of Deeds Office, and being a portion of Lot 39, OLD TOWN, now City of Independence, a subdivision of land in the City of Independence, Jackson County, Missouri, being described as follows;

Beginning at the Southeast corner of said Lot 39, at a point at the intersection of the North Right-of-Way line of Lexington Avenue, as now established and the West Right-of-Way line of Pleasant Street, as now established, thence, along said North Right-of-Way line, North 88°08'48" West, 99.99 feet; thence leaving said West Right-of-Way line, North 01°51'12" East, 10.00 feet; thence South 88°08'48" East, 100.00 feet to a point on said West Right-of-Way line; thence South 01°53'09" West, 10.00 feet to the Point of Beginning, containing 1000 square feet, more or less.

Tract 10

Temporary Construction Easement

A Temporary Construction Easement located on portions of Lots 48 and 49, OLD TOWN, NOW CITY OF INDEPENDENCE, a subdivision of land in the city of Independence, Jackson County, Missouri, being described as follows;

Beginning at the Southwest corner of said Lot 48, being the point of intersection of the East Right-of-Way line of Osage Street, as now established, and the North Right-of-Way line of Lexington Avenue, as now established, thence, along said East Right-of-Way line, North 01°33'20" East, 25.00 feet; thence leaving said East Right-of-Way line, South 88°11'27" East, 99.40 feet; thence South 01°42'16" West, 25.00 feet to a point on said North Right-of-Way line; thence, along said North Right-of-Way line, North 88°11'27" West, 99.34 feet to the Point of Beginning, containing 2484 square feet, more or less.

Tract 11

Right-of-Way

A Right-of-Way located on the area labeled as Common Area on the Final Plat of MARKET SQUARE TOWNHOMES, a subdivision of land in the City of Independence, Jackson County, Missouri, being described as follows;

Beginning at the Northeast corner of said Common Area, being the point of intersection of the West Right-of-Way line of Main Street, as now established, and the South Right-of-Way line of White Oak Street, as now established; thence, along said West Right-of-Way line, South 02°05'05" West, 5.00 feet; thence, leaving said West Right-of-Way line, North 42°33'13" West, 7.12 feet to a point on said South Right-of-Way line; thence along said South Right-of-Way line, South 87°11'31" East, 5.00 feet to the Point of Beginning, containing 12 square feet, more or less.

Temporary Construction Easement 1

A Temporary Construction Easement located on the area labeled as Common Area on the Final Plat of MARKET SQUARE TOWNHOMES, a subdivision of land in the City of Independence, Jackson County, Missouri, being described as follows;

Beginning at the Southeast corner of said Common Area, being the point of intersection of the West Right-of-Way line of Main Street, as now established, and the North Right-of-Way line of Truman Road, as now established; thence, along said North Right-of-Way line, North 87°34'04" West, 5.00 feet; thence leaving said North Right-of-Way line, North 02°05'05" East, 10.00 feet; thence South 87°34'04" East, 5.00 feet to a point on said West Right-of-Way line; thence, along said West Right-of-Way line, South 02°05'05" West, 10.00 feet to the Point of Beginning, containing 50 square feet, more or less.

Temporary Construction Easement 2

A Temporary Construction Easement located on the area labeled as Common Area on the Final Plat of MARKET SQUARE TOWNHOMES, a subdivision of land in the City of Independence,

Jackson County, Missouri, being described as follows;

Commencing at the Northeast corner of said Common Area, being the point of intersection of the West Right-of-Way line of Main Street, as now established, and the South Right-of-Way line of White Oak Street, as now established; thence, along said South Right-of-Way line, North &7°11'31" West, 5.00 feet to the Point of Beginning of the Temporary Construction Easement herein described;

Thence from the Point of Beginning, leaving said South Right-of-Way line, South 42°33'13" East, 7.12 feet, to a point on said West Right-of-Way line; thence, along said West Right-of-Way line South 02°05'05" West, 5.00 feet; thence leaving said West Right-of-Way line, North 42°33'13" West, 14.23 feet, to a point on said South Right-of-Way line; thence, along said South Right-of-Way line, South 87°11'31" East, 5.00 feet to the Point of Beginning, containing 37 square feet, more or less.

Tract 12

Temporary Construction Easement

A Temporary Construction Easement located on the Tract of land described by the Warranty Deed recorded as instrument number 197710314668 at the Jackson County, Missouri Recorder of Deeds Office, said Warranty Deed Contains a legal description of "ALL OF THE NORTH 100 feet of the SOUTH 324 1/2 feet of Lot 41, ANNEXED PART TO THE CITY OF INDEPENDENCE, EXCEPT the WEST 105 feet thereof, a subdivision in Independence, Jackson County, Missouri. ";

Said Temporary Construction Easement is the Easterly 5.00 feet of above-described Tract, containing 499 square feet, more or less.

Tract 13

Temporary Construction Easement

A Temporary Construction Easement located on the Tract of land described by the Warranty Deed recorded as instrument number 200510019793 at the Jackson County, Missouri Recorder of Deeds Office, said Warranty Deed Contains a legal description of "THE EAST 180 FEET OF THE SOUTH 124 FEET OF THE NORTH 319 FEET OF LOT 41, ANNEXED PART TO THE CITY OF INDEPENDENCE, JACKSON COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF. ";

Said Temporary Construction Easement is the Easterly 5.00 feet of above-described Tract, containing 619 square feet, more or less.

Tract 14

Temporary Construction Easement

A Temporary Construction Easement located on the Tract of land described by the Warranty Deed recorded as instrument number 2007E0080705 at the Jackson County, Missouri Recorder of Deeds Office, said Warranty Deed Contains a legal description of “All of the East 180 feet of the South 80 feet of the North 195 feet of Lot 41, INDEPENDENCE ANNEX, a subdivision in Independence, Jackson County, Missouri. ”;

Said Temporary Construction Easement is the Easterly 5.00 feet of above-described Tract, containing 400 square feet, more or less.

Tract 15

Temporary Construction Easement

A Temporary Construction Easement located on the Tract of land described by the Warranty Deed recorded as instrument number 2008E0041848 at the Jackson County, Missouri Recorder of Deeds Office, said Warranty Deed Contains a legal description of “The South 65 feet of the East 150 feet of the North 115 feet of Lot 41, ANNEXTED PART OF THE CITY OF INDEPENDENCE, a subdivision in Independence, Jackson County, Missouri, according to the recorded plat thereof”;

Said Temporary Construction Easement is the Easterly 5.00 feet of above-described Tract, containing 325 square feet, more or less.

Tract 16

Temporary Construction Easement

A Temporary Construction Easement located on the Tract of land described by the Warranty Deed recorded as instrument number 2023E0027766 at the Jackson County, Missouri Recorder of Deeds Office, said Warranty Deed Contains a legal description of “The North 50 feet of the East 150 feet of Lot 41, Annexed Part of the City of Independence, a subdivision in Independence, Jackson County, Missouri, according to the recorded plat thereof, except the West 55 feet.””;

Said Temporary Construction Easement is the Easterly 5.00 feet of above-described Tract, containing 251 square feet, more or less.

Tract 17

Temporary Construction Easement 1

A Temporary Construction Easement located on the Tract of land described by the Quit Claim Deed recorded as instrument number 2018E0044747 at the Jackson County, Missouri Recorder of Deeds Office, and being a portion of Lots 4, 9 and 10 of MCCOY HOMESTEAD, a

subdivision of land and the vacated Railroad Right-of-Way, in the City of Independence, Jackson County, Missouri, being described as follows;

Commencing at a point 25.00 feet South of the Northeast corner of Lot 11, of said MCCOY HOMESTEAD, at a point on the West Right-of-Way line of Spring Street, as now established; thence, along said west Right-of-Way line, North 01°44'02" East, 44.90 feet, to the Point of Beginning of the Temporary Construction Easement herein described,

Thence from the Point of Beginning, leaving said West Right-of-Way line, North 88°15'58" West, 5.00 feet; thence North 01°44'02" East, 292.07 feet; thence South 88°15'58" East, 5.00 feet to a Pl in said West Right-of-Way line, also being a point on the east line of said Lot 4; thence, along said West Right-of-Way line, and being along the East line of said Lot 4, the southerly prolongation of the East line of said Lot 4 and said Lots, 9 and 10, South 01°44'02" West, 292.07 feet to the Point of Beginning, containing 1460 square feet, more or less.

Temporary Construction Easement 2

A Temporary Construction Easement located on the Tract of land described by the Quit Claim Deed recorded as instrument number 2018E0044747 at the Jackson County, Missouri Recorder of Deeds Office, and being a portion of Lots 1 and 2 of MCCOY HOMESTEAD, a subdivision of land in the City of Independence, Jackson County, Missouri, being described as follows;

Commencing at a point 25.00 feet South of the Northeast corner of Lot 11, of said MCCOY HOMESTEAD, at a point on the West Right-of-Way line of Spring Street, as now established; thence, along said west Right-of-Way line, North 01°44'02" East, 336.97 feet; thence, continuing along said West Right-of-Way line, North 31°41'09" West, 89.58 feet, to the Point of Beginning of the Temporary Construction Easement herein described;

Thence from the Point of Beginning, leaving said West Right-of-Way line, South 58°18'51" West, 5.00 feet; thence North 31°41'09" West, 87.58 feet; thence North 58°18'51" East, 5.00 feet to a point on said West Right-of-Way line; thence, along said West Right-of-Way line, South 31°41'09" East, 87.58 feet to the Point of Beginning, containing 438 square feet, more or less.

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

SECTION 3. That in the event of failure to negotiate the proper compensation to be paid for such general utility easements and temporary construction and grading easements and the acquisition thereof by purchase, the City Counselor and his designates are hereby authorized and directed to institute eminent domain proceedings for the purpose of acquiring such general utility easements and temporary construction and grading easements in the manner provided by law.

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

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

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

PASSED THIS _____ DAY OF _____, 2024, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

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

ATTEST:

City Clerk

APPROVED – FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-052 **1R** An ordinance authorizing a contract with the Missouri Department of Health and Senior Services to provide financial assistance for the Public Health Emergency Preparedness Grant Program for the period of July 1, 2024, through June 30, 2025; accepting funds for the period in the amount of \$125,685; authorizing future change orders for additional funding and/or time extensions for the same project; and authorizing certain future appropriations. **1R READ**

Recommendations:

Staff recommend approval of this item.

Background:

The Health and Animal Services Department has been provided an opportunity to receive funding for the Missouri Department of Health and Senior Services Public Health Emergency Preparedness Grant Program. This grant will provide for the reimbursement of qualified expenses up to \$125,685 from July 1, 2024, through June 30, 2025. Qualified expenses will include staff time and supplies.

Council approval of this item will authorize appropriation and spending of these dollars, which will then be reimbursed by the Missouri Department of Health and Senior Services. There are no matching funds required for this grant.

Emergency Justification:**Fiscal Impact:**

The fiscal impact to the City is \$125,685. The revenue will be deposited in the Grant Fund 015, account 015-4755-5101, page 113 of the Fiscal Year 24-25 proposed budget. There are no matching funds required for this grant.

Council Action:

Department / Contact	Health /
---------------------------------	----------

REVIEWERS

Christina Heinen
Jeremy Cover
Meagan Borth
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. HD.PHEP Grant 2024-25
2. PHEP_240611_111111

BILL NO. _____

ORDINANCE NO. _____

An ordinance authorizing a contract with the Missouri Department of Health and Senior Services to provide financial assistance for the Public Health Emergency Preparedness Grant Program for the period of July 1, 2024, through June 30, 2025; accepting funds for the period in the amount of \$125,685; authorizing future change orders for additional funding and/or time extensions for the same project; and authorizing certain future appropriations.

WHEREAS, the City of Independence has been taking advantage of the grant programs from the Missouri Department of Health and Senior Services for the partial funding of the Independence Health and Animal Services Department; and,

WHEREAS, it has been determined by the Independence City Council that the application for such funds is the proper prerogative of the Council with acceptance of the contract for the period from July 1, 2024, through June 30, 2025; and,

WHEREAS, it has been determined by the Independence City Council to be in the best interest of the City to approve this Public Health Emergency Preparedness Grant Program Contract with the Missouri Department of Health and Senior Services;

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

SECTION 1. That the City Manager of the City of Independence, Missouri, is hereby authorized to accept funding for an amount not to exceed One Hundred Twenty-Five Thousand Six Hundred Eighty-Five and 00/100 Dollars (\$125,685.00) for the period of July 1, 2024, through June 30, 2025.

SECTION 2. That the City Manager is further authorized to approve future change orders, extensions, amendments or addendums to this grant without Council approval, for an extension of time for completing the terms of the grant or for the receipt of additional funding for this same grant project, provided there are no changes in the terms and/or conditions or responsibilities to the City and provided each and every such change order, extension, amendment or addendum is approved by the City Manager, does not add more than 90% to the length of time of the grant or more than 50% to the original funding, is identified as being authorized by this ordinance, and a copy is filed with the City Clerk.

SECTION 3. That the City Manager is hereby authorized to increase appropriations by the amount of any increased grant awards authorized by change order, extension, amendment, or addendum for any increased funding under the terms of the previous section provided a copy of that action is also provided to the Finance Department.

SECTION 4. That appropriations in the 2024-2025 Grant Fund Health Department Operating Budget are hereby increased by One Hundred Twenty-Five Thousand Six Hundred Eighty-Five and 00/100 Dollars (\$125,685.00) from the revenue anticipated from the Contract for this Public Health Emergency Preparedness Grant Program.

PASSED THIS _____ DAY OF _____, 2024, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

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

ATTEST:

City Clerk

APPROVED - FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

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

Source is: State Grant

Director of Finance
City of Independence, Missouri

**PROGRAM SERVICES CONTRACT**

This contract is entered into by and between the State of Missouri, Department of Health and Senior Services (Department/state agency) and the below named entity/individual (Contractor). The contract consists of the contract signature page, the scope of work; any attachments referenced and incorporated herein; the terms and conditions; and any written amendments made in accordance with the provisions contained herein. This contract expresses the complete agreement of the parties. By signing below, the Contractor and Department agree to all the terms and conditions set forth in this contract.

Tracking # 56078	Contract Title: PUBLIC HEALTH EMERGENCY PREPAREDNESS	
Contract Start: 7/1/2024	Contract End: 6/30/2025	Questions/Please Contact: PROCUREMENT UNIT @ (573)751-6471
Contract #:		Amend #: 00

PLEASE VERIFY/COMPLETE - TYPE OR PRINT - SIGNATURE REQUIRED

NAME OF ENTITY/INDIVIDUAL (Contractor)	
CITY OF INDEPENDENCE HEALTH DEPARTMENT	
DOING BUSINESS AS (DBA) NAME	
MAILING ADDRESS	
111 E MAPLE ST P O BOX 1019	
CITY, STATE, and ZIP CODE	
INDEPENDENCE MO 64051	
REMIT TO (PAYMENT) ADDRESS (if different from above)	
CITY, STATE, and ZIP CODE	
CONTACT PERSON	EMAIL ADDRESS
PHONE NUMBER	FAX NUMBER
TAXPAYER ID NUMBER (TIN) *****	UEI NUMBER: U5W1BFU54PJ3
CONTRACTOR'S AUTHORIZED SIGNATURE	DATE
PRINTED NAME	TITLE
DEPARTMENT OF HEALTH AND SENIOR SERVICES DIRECTOR OF DIVISION OF ADMINISTRATION OR DESIGNEE SIGNATURE	DATE

**PUBLIC HEALTH EMERGENCY PREPAREDNESS
CITY OF INDEPENDENCE HEALTH DEPARTMENT**

1. GENERAL

- 1.1 The contract amount shall not exceed \$125,685.00 for the period of July 1, 2024 through June 30, 2025.
- 1.2 To the extent that this contract involves the use, in whole or in part, of federal funds, the signature of the Contractor's authorized representative on the contract signature page indicates compliance with the Certifications contained in Attachment A, which is attached hereto and is incorporated by reference as if fully set forth herein.
- 1.3 The Department has determined this contract is subrecipient in nature as defined in 2 CFR § 200.331. To the extent that this contract involves the use, in whole or in part, of federal funds, the Contractor shall comply with the special conditions contained in Attachment B, which is attached hereto and is incorporated by reference as if fully set forth herein.
- 1.4 The Contractor must be in compliance with the laws regarding conducting business in the State of Missouri. The Contractor shall provide documentation of compliance upon request by the Department. The compliance to conduct business in the state shall include, but not necessarily be limited to:
 - 1.4.1 Registration of business name (if applicable) with the Secretary of State at <https://www.sos.mo.gov/business/startBusiness.asp>.
 - 1.4.2 Certificate of authority to transact business/certificate of good standing (if applicable)
 - 1.4.3 Taxes (e.g., city/county/state/federal)
 - 1.4.4 State and local certifications (e.g., professions/occupations/activities)
 - 1.4.5 Licenses and permits (e.g., city/county license, sales permits)
 - 1.4.6 Insurance (e.g., worker's compensation/unemployment compensation)
- 1.5 Unless otherwise stated in this contract, the Contractor shall use the below information for any correspondence regarding this contract:

Program Name: Public Health Emergency Preparedness
Program Contact: Rikae Melzer
Address: P O Box 570, Jefferson City, MO 65102-0570
Phone: 573-751-8262
Email: Preparedness@health.mo.gov

2. PURPOSE

**PUBLIC HEALTH EMERGENCY PREPAREDNESS
CITY OF INDEPENDENCE HEALTH DEPARTMENT**

- 2.1 To demonstrate measurable and sustainable progress toward achieving public health and healthcare preparedness capabilities and promote prepared and resilient communities.

3. DEFINITIONS

- 3.1 Director of Local Public Health Agency - Referred to herein as “Administrator.”
- 3.2 WebSurv/EpiTrax - The WebSurv/EpiTrax applications are centralized and integrated databases that allow the Department and Local Public Health Agency (LPHA) staff the ability to enter and/or update case report information. They are web-based applications that support the accurate identification and timely statewide reporting of diseases, conditions, and outbreaks to enable public health workers at the LPHA and State to intervene in the disease investigation process.
- 3.3 Web Emergency Operations Center (WebEOC) - An internet-based collaboration tool that creates a common operating picture, enabling emergency managers to make sound decisions quickly. WebEOC enable users to manage multiple incidents and daily events, assign and track missions and tasks, provide situation reports, manage resources and prepare incident command system (ICS) and incident action plan (IAP) reports.
- 3.4 Health Care Coalitions (HCC) - A collaborative network of healthcare organizations and their respective public and private sector response partners. The HCC provide integration, coordination and organization for the purpose of regional healthcare Emergency Support Function #8 activities including preparedness, response, recovery, and mitigation activities involving the member organizations. The HCC will provide a regional healthcare multiagency coordination function to share incident specific healthcare situational awareness to assist with resource coordination during response and recovery activities. Partnerships should formalize their involvement through actions such as regular attendance at partnership meetings, develop by-laws and establish memorandums of understanding (MOUs) and mutual aid agreements (MAA) to share assets, personnel and information.

4. DELIVERABLES AND OUTCOMES

- 4.1 The Contractor’s Administrator, contract staff, and other employee(s) designated by the Administrator shall complete the Federal Emergency Management Agency (FEMA) Independent Study Program: IS-700 – Introduction to the National Incident Management System (NIMS), IS-800 – Introduction to the National Response Framework, IS-100 – Introduction to Incident Command System (ICS), ICS-200 – Incident Command System for Single Resource and Initial Action Incidence, ICS-300 – Intermediate Incident Command System for Expanding Incidents, and ICS 400 – Advanced Incident Command System for Command and General Staff.

**PUBLIC HEALTH EMERGENCY PREPAREDNESS
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- 4.1.1 These courses must be completed within ten (10) months of the beginning contract date, if said person(s) have not already completed or within ten (10) months of hiring date.
- 4.1.2 The Contractor shall keep on file an updated listing of staff and their completion dates for all NIMS courses.
- 4.2 The Administrator shall provide twenty-four (24) hours, seven (7) days per week coverage for response to public health emergencies, and infectious diseases for the Contractor's jurisdiction. This coverage requires the individual or their designee in charge to respond.
- 4.2.1 The Contractor shall notify and provide the Emergency Response Center (ERC) with cellular phone, pager, or answering service number(s) within twenty-four (24) hours of any change. This information shall be provided to the ERC by email at DRMS@health.mo.gov.
- 4.2.2 The Contractor shall maintain a current twenty-four (24)/seven (7) roster with all contact information for the persons responsible to fill the ICS public health command role in their local jurisdiction and shall notify the ERC within one week of changes made in command staff and contact information.
- 4.3 Within one (1) week of contract staff changes, the Contractor shall notify the Department's Office of Emergency Coordination (OEC) of new employee's name, job function/title and contact information. The Contractor shall send this information by email to Preparedness@health.mo.gov.
- 4.4 The Administrator or their designated employee is encouraged to attend semi-annual LPHA Planning meetings.
- 4.5 The Contractor shall use and enter appropriate case information into the Department's WebSurv application site at:
<https://healthapps.dhss.mo.gov/Login/Login.aspx?ReturnUrl=%2fwebmohsis>
and EpiTrax application at: <https://epitrax.health.mo.gov/nedss/login/>
- 4.6 The Contractor shall abide by the reporting requirements set forth in 19 CSR 20-20.020 (9) (<https://www.sos.mo.gov/cmsimages/adrules/csr/current/19csr/19c20-20.pdf>).
- 4.7 The Administrator or their designated employee is encouraged to attend quarterly epidemiology meetings and/or conference calls as organized by the Department's Regional Senior Epidemiologist and/or Medical Epidemiologist.
- 4.8 The Contractor shall ensure that the person performing the epidemiology deliverables attends at least one (1) epidemiology, or statistics, or communicable disease, or emergency response training/course during the contract year.

**PUBLIC HEALTH EMERGENCY PREPAREDNESS
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- 4.9 The Contractor shall designate a Health Alert Network (HAN) coordinator.
- 4.9.1 This HAN coordinator must have administration and distribution rights at the local level.
- a. When individuals request access to the HAN, the HAN coordinator shall manage who will have security access to information distributed through the HAN based on public health roles, thus ensuring ongoing protection of critical data distributed through the HAN system.
-
- 4.9.2 The Contractor shall participate in necessary trainings as scheduled by the Department's OEC regarding the use of the HAN system <https://login.juware.com/>.
- a. Open "Health Alerts Missouri" to access the Missouri Health Notification System.
- 4.9.3 The Contractor shall ensure key local HAN contact information is transferred to the HAN system and is updated as changes occur.
- 4.9.4 The Contractor shall inform the state HAN Coordinator of any notifications initiated at the local level.
- 4.10 The Contractor shall collaborate with the Department on the prioritization and future implementation of the Centers for Disease Control and Prevention's (CDC's) Preparedness Capabilities and Performance Measures.
- 4.10.1 The Contractor shall provide local input, participate in conference calls, and/or complete survey(s) as requested by the Department in order to assist with strategic planning.
- 4.11 By June 30th, the Contractor shall complete the Tangible Personal Property Report (<https://clphs.health.mo.gov/lphs/xls/phep-tangible-personal-property-report-sf-428s-template.xls>) and submit to OEC at Preparedness@health.mo.gov
- 4.11.1 The Tangible Personal Property Report needs to be completed for any one single item that has a value of \$5,000 or more purchased within this contract period with Department preparedness funds. Items priced over \$5,000 require prior approval before purchase can be made. If the Contractor has nothing to report, the Contractor shall indicate this on the form.
- 4.12 By June 30th, the Contractor shall submit to OEC a comprehensive inventory list of items under \$5,000 purchased within this contract period with Department preparedness funds, excluding consumable office supplies.
- 4.12.1 The Contractor must use the Inventory Listing Template (<https://clphs.health.mo.gov/lphs/xls/phep-inventory-listing-template.xls>) to report this

**PUBLIC HEALTH EMERGENCY PREPAREDNESS
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inventory to OEC or submit an inventory list already in place. If the Contractor has nothing to report, the Contractor shall indicate this on the template.

- 4.13 The Contractor shall participate in the regional healthcare coalition in their respective jurisdiction. See Attachment C, which is attached hereto and is incorporated by reference as if fully set forth herein, for a map of Missouri's healthcare coalitions and a point of contact for each healthcare coalition.

- 4.13.1 Participation shall include, but is not limited to, attendance at healthcare coalition meetings and trainings, as well as participation in exercises with the healthcare coalition.

- a. The purpose of this participation is to increase collaboration, coordination and communication for public health and health/medical emergency planning, preparedness, response and recovery thus enhancing the ability to coordinate the Public Health and Medical Emergency Support Function (ESF#8) at the local and regional level. See Attachment D, which is attached hereto and is incorporated by reference as if fully set forth herein, for healthcare coalitions - frequently asked questions.

- 4.14 By June 30th, at least one (1) staff member of the Contractor will have completed WebEOC training.

- 4.15 The Contractor shall ensure that the local public health emergency response plan(s) are integrated and consistent with the county or municipality emergency operation plan, specifically the health and medical annex.

- 4.16 The Contractor shall validate/update their POD (Points of Dispensing) Operational Data Collection Sheet within the DHSS-SNS POD Board in WebEOC semi-annually by December 31st and June 30th.

- 4.16.1 Information on the sheet should be derived from existing plans, agreements and partnerships.

- a. When possible, population data to be served by the POD and throughput data will be based on exercises, drills and/or modeling software. When not available, estimates are acceptable.

5. WORK PLAN DELIVERABLES

- 5.1 The Contractor shall select a minimum of three (3) or more Capabilities within the six (6) Domains to work on during the contract period to ensure that fourteen (14) of the fifteen (15) Capabilities within the six (6) Domains are completed within the project period ending June 30, 2029. LPHAs are not asked to address Capability 12 that relates to the State Public Health Laboratory.

**PUBLIC HEALTH EMERGENCY PREPAREDNESS
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- 5.1.1 The Domain Work Plan Reports and CDC's Public Health Preparedness Capabilities: National Standards for State and Local Planning can be accessed at <https://www.cdc.gov/ort/readiness/capabilities/index.htm>.
- 5.2 The Contractor shall attend a Public Health Emergency Preparedness Grant strategic planning session for the new project period once every five (5) years.
- 5.3 By September 30th, the Contractor shall submit the "Record of Changes" page, as well as the change made to their updated Local Public Health Emergency Plan or Guide.
-
- 5.4 If a deliverable cannot be met, documentation and/or explanation shall be included. Failure to submit reports or perform deliverables in the timeframe specified may cause a delay/hold in reimbursement requests.
- 6. REPORTS**
- 6.1 The Contractor shall submit a Subrecipient Annual Financial Report (Attachment E, which is attached hereto and is incorporated by reference as if fully set forth herein). For a contract period of twelve months or less, the Contractor shall submit this report at the time the final invoice is due. For a contract period over twelve months, the Contractor shall submit this report annually and at the time the final invoice is due.
- 6.2 The Contractor at a minimum of twice per calendar year during the effective dates of the contract, agrees to verify which of its employees are still employed and still require access to the Department's WebSurv/EpiTrax and HAN systems. The Contractor shall perform verification and updates with the WebSurv/EpiTrax and HAN systems. For WebSurv/EpiTrax changes, please contact edx@health.mo.gov. For HAN system changes, please contact drms@health.mo.gov.
- 6.3 The Contractor shall submit a Mid-Year Work Plan by January 15th and an End of Year Work Plan by June 30th to Preparedness@health.mo.gov.
- 6.4 The Contractor shall conduct a public health risk assessment with a collaborative planning team of public health, emergency management, healthcare system representatives and organizations that serve at-risk populations using MOPHRAT; identifying the hazards, impacts and vulnerable population groups within the Contractors jurisdiction.
- 6.4.1 The risk assessment shall be conducted once every five (5) years to identify potential hazards, vulnerabilities and risks within the community that relate to public health, medical, and mental/behavioral health systems and the access and functional needs of at-risk individuals.
- 7. BUDGET AND ALLOWABLE COSTS**

**PUBLIC HEALTH EMERGENCY PREPAREDNESS
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- 7.1 The Department will reimburse the Contractor for an amount not to exceed the total contract amount for only the allowable costs in the budget categories stated in Attachment F, which is attached hereto and incorporated by reference as if fully set forth herein.
- 7.2 The Department reserves the right to reallocate or reduce contract funds at any time during the contract period due to underutilization of contract funds or changes in the availability of program funds. The Department will provide the Contractor with thirty (30) days prior written notification of any reallocation.
-
- 7.3 If the Contractor identifies specific needs within the Scope of Work, the Contractor may rebudget up to 10% of the total budget between object class categories of the budget without obtaining prior written approval of the Department. Such rebudgeting by the Contractor shall not cause an increase in the indirect cost category. The Contractor and the Department must agree to a written contract amendment for an increase to the indirect cost category or any other rebudgeting.
- 7.4 Indirect Costs
- 7.4.1 Indirect costs are those associated with the management and oversight of any organization's activities and are a result of all activities of the Contractor. Indirect costs may include such things as utilities, rent, administrative salaries, financial staff salaries, and building maintenance.
- 7.4.2 The Contractor shall not bill the Department for indirect costs that exceed 10% of the modified total direct costs as defined in 2 CFR § 200.1.
- a. Modified Total Direct Cost Method (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs, and the portion of each subaward in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.
- 7.4.3 It is the Contractor's responsibility to correctly apply the indirect rate to the applicable direct costs claimed on each invoice.
- 7.5 The Contractor shall maintain records for salary and wages charged under the contract that accurately reflect the work performed.
- 7.6 The Contractor shall invoice and be reimbursed for actual and reasonable travel expenses either at the Contiguous US Per Diem Rates (CONUS) or the travel reimbursement rates set by the Contractor's written travel policy, whichever is lower.

**PUBLIC HEALTH EMERGENCY PREPAREDNESS
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- 7.6.1 The Contractor must have the prior written approval of the Department for any travel related expenses which may exceed the CONUS rates.
- 7.6.2 The Contiguous US Per Diem Rates (CONUS) can be found by clicking on the link for "Per Diem Rates" at the following Internet address: <http://www.gsa.gov>.
- 7.7 The Contractor shall follow competitive procurement practices.

8. INVOICING AND PAYMENT

- 8.1 If the Contractor has not already submitted a properly completed Vendor Input/Automated Clearing House Electronic Funds Transfer (ACH-EFT) Application, the Contractor shall complete and submit this Application. The Department will make payments electronically to the Contractor's bank account. The Department may delay payment until the Vendor Input/ACH-EFT Application is received from the Contractor and validated by the Department.
 - 8.1.1 A copy of Vendor Input/ACH-EFT Application and completion instructions may be obtained from the Internet at:
<https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>
 - 8.1.2 The Contractor must fax the Vendor Input/ACH-EFT Application to: Office of Administration, Division of Accounting at 573-526-9813.
- 8.2 The Contractor shall invoice the Department on the Contractor's original descriptive business invoice form. The Contractor shall use uniquely identifiable invoice numbers to distinguish an invoice from a previously submitted invoice.
 - 8.2.1 In addition, the Contractor shall submit the Invoicing Tool (<https://clphs.health.mo.gov/lphs/xls/invoice-tool-template.xls>) with each invoice to ensure that indirect costs are calculated correctly, as stated in Section 7.4 above.
- 8.3 The Contractor shall submit an itemized invoice monthly. Invoices shall be due by the 15th day of the month following the month in which the Contractor provided services under the contract. The Contractor shall perform the services prior to invoicing the Department.
- 8.4 The Department will pay the Contractor monthly upon the receipt and approval of an itemized invoice and report(s) prepared according to the terms of this contract.
- 8.5 The Contractor shall submit invoices to:

Missouri Department of Health and Senior Services
Office of Emergency Coordination
P O Box 570
Jefferson City, MO 65102-0570
Or email to: Preparedness@health.mo.gov

**PUBLIC HEALTH EMERGENCY PREPAREDNESS
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- 8.6 The Contractor shall submit the final itemized invoice within thirty (30) calendar days after the contract ending date. The Department shall have no obligation to pay any invoice submitted after the due date.
- 8.7 If the Department denies a request by the Contractor for payment or reimbursement, the Department will provide the Contractor with written notice of the reason(s) for denial.
- 8.8 The Contractor agrees that any audit exception noted by governmental auditors shall not be paid by the Department and shall be the sole responsibility of the Contractor. However, the Contractor may contest any such exception and the Department will pay the Contractor all amounts which the Contractor may ultimately be held entitled to receive as a result of any such legal action.
- 8.9 Notwithstanding any other payment provision of this contract, if the Contractor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States government, the Department may withhold payment or reject invoices under this contract.
- 8.10 If the Contractor is overpaid by the Department, the Contractor shall provide the Department (1) with a check payable as instructed by the Department or (2) deduct the overpayment from an invoice as requested by the Department.
- 8.10.1 For payment by check, the Contractor shall issue a check made payable to "DHSS-DA-Fee Receipts" and mail the check to:

Missouri Department of Health and Senior Services
Division of Administration, Fee Receipts
P.O. Box 570
920 Wildwood Drive
Jefferson City, Missouri 65102-0570

- 8.11 If the Department used a federal grant to pay the Contractor, the Catalog of Federal Domestic Assistance (CFDA) number assigned to the grant and the dollar amount paid from the grant is available on the State of Missouri Vendor Services Portal under the Vendor Payment section at <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>. The CFDA name is available at <https://sam.gov/content/assistance-listings>.
- 8.12 Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the Contractor.

9. AMENDMENTS

- 9.1 Any changes to this contract shall be made only through execution of a written amendment signed and approved by an authorized signatory of each party.

**PUBLIC HEALTH EMERGENCY PREPAREDNESS
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10. RENEWALS

- 10.1 The parties may renew the agreement for two (2) additional one-year periods if mutually agreed to by both parties. Such renewal shall be accomplished in writing and must be signed by both parties.

11. MONITORING

- 11.1 The Department reserves the right to monitor the Contractor during the contract period to ensure financial and contractual compliance.
- 11.2 If the Department deems a Contractor to be high-risk, the Department may impose special conditions or restrictions on the Contractor, including but not limited to the following: withholding authority to proceed to the next phase of the project until the Department receives evidence of acceptable performance within a given contract period; requiring additional, more detailed financial reports or other documentation; additional project monitoring; requiring the Contractor to obtain technical or management assistance; or establishing additional prior approvals from the Department. The Department may impose special conditions or restrictions at the time of the contract award or at any time after the contract award. The Department will provide written notification to the Contractor prior to the effective date of the high-risk status.

12. DOCUMENT RETENTION

- 12.1 The Contractor shall retain all books, records, and other documents relevant to this contract for a period of five (5) years after final payment or the completion of an audit, whichever is later, or as otherwise designated by the federal funding agency and stated in the contract.
- 12.2 The Contractor shall allow authorized representatives of the Department, State, and Federal Government to inspect these records upon request.
- 12.3 If the Contractor is subject to any litigation, claim, negotiation, audit or other action involving the records before the expiration of the five (5) year period, the Contractor shall retain the records until completion of the action and resolution of all issues which arise from it, or until the end of the regular five (5) year period, whichever is later.
- 12.4 If the Department is subject to any litigation, claim, negotiation, audit or other action involving the records, the Department will notify the Contractor in writing to extend the Contractor's retention period.
- 12.5 The Department may recover any payment it has made to the Contractor if the Contractor fails to retain adequate documentation.

13. CONFIDENTIALITY

**PUBLIC HEALTH EMERGENCY PREPAREDNESS
CITY OF INDEPENDENCE HEALTH DEPARTMENT**

- 13.1 The Contractor shall safeguard Protected Personally Identifiable Information (PII) as defined in 2 CFR § 200.1. The Contractor agrees it will assume liability for all disclosures of Protected PII and breaches by the Contractor and/or the Contractor's subcontractors and employees.
- 13.2 The Contractor shall maintain strict confidentiality of all patient and client information or records supplied to it by the Department or that the Contractor creates as a result of contract activities. Unless disclosure is required by law, the Contractor shall not disclose the contents of such records to anyone other than the Department, the patient/client, or the patient's/client's parent or legal guardian. The Contractor agrees it will assume liability for all disclosures of confidential information and breaches by the Contractor and/or the Contractor's subcontractors and employees. The Contractor agrees to comply with all applicable confidentiality and information security laws, including but not limited to sections 192.067 and 192.667, RSMo.

14. LIABILITY

- 14.1 The Contractor shall understand and agree that the Department cannot save and hold harmless and/or indemnify the Contractor or employees against any liability incurred or arising as a result of any activity of the Contractor or any activity of the Contractor's employees related to the Contractor's performance under the contract.
- 14.2 The relationship of the Contractor to the Department shall be that of an independent contractor. The Contractor shall have no authority to represent itself as an agent of the Department. Nothing in this contract is intended to, nor shall be construed in any manner as creating or establishing an agency relationship or the relationship of employer/employee between the parties. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, or any other applicable employee related obligation or expense, and shall assume all costs, attorney fees, losses, judgments, and legal or equitable imposed remedies associated with the matters outlined in this paragraph in regards to the Contractor's subcontractors, employees and agents. The Contractor shall have no authority to bind the Department for any obligation or expense not specifically stated in this contract. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.
- 14.3 The Contractor shall be responsible for all claims, actions, liability, and loss (including court costs and attorney's fees) for any and all injury or damage (including death) occurring as a result of the Contractor's performance or the performance of any subcontractor, involving any equipment used or service provided, under the terms and conditions of this contract or any subcontract, or any condition created thereby, or based upon any violation of any state or federal statute, ordinance, building code, or regulation by the Contractor. However, the Contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the Department, including its officers, employees, and assigns. This provision is not

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intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.

15. PUBLICATIONS, COPYRIGHTS, AND RIGHTS IN DATA AND REPORTS

- 15.1 If the Contractor issues any press releases mentioning contract activities, the Contractor shall reference in the release both the contract number and the Department. If the Contractor creates any publications, including audiovisual items, produced with contract funds, the Contractor shall give credit to both the contract and the Department in the publication. The Contractor shall obtain approval from the Department prior to the release of such press releases or publications.
- 15.2 In accordance with the "Steven's Amendment" in the Department of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, the Contractor shall not issue any statements, press release, request for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money unless it clearly states the following:
- 15.2.1 The percentage of the total costs of the program or project which will be financed with Federal money; and
- 15.2.2 The percentage of the total costs of the program or project which will be financed by nongovernmental sources.
- 15.3 If the Contractor develops any copyrighted material as a result of this contract, the Department shall have a royalty-free, nonexclusive and irrevocable right to publish or use, and to authorize others to use, the work for Department purposes or the purpose of the State of Missouri.

16. AUTHORIZED PERSONNEL

- 16.1 The Contractor shall be responsible for assuring that all personnel are appropriately qualified and licensed or certified, as required by state, federal or local law, statute or regulation, respective to the services to be provided through this contract; and documentation of such licensure or certification shall be made available upon request.
- 16.2 The Contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Immigration Reform and Control Act of 1986 as codified at 8 U.S.C. § 1324a, the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and Section 274A of the Immigration and Nationality Act. If the Contractor is found to be in violation of these requirements or the applicable laws of the state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the Contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the Contractor from doing business with the

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state. The state may also withhold up to twenty-five percent of the total amount due to the Contractor. The Contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

- 16.3 Affidavit of Work Authorization and Documentation: Pursuant to section 285.530, RSMo, if the Contractor meets the section 285.525, RSMo definition of a “business entity” (<http://revisor.mo.gov/main/OneSection.aspx?section=285.530&bid=15000&hl>) the Contractor must affirm the Contractor’s enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The Contractor should complete applicable portions of Exhibit 1, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization as attached hereto and incorporated by reference as if fully set forth herein. The applicable portions of Exhibit 1 must be submitted prior to an award of a contract.
- 16.4 If the Contractor meets the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo the Contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the Contractor’s business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then the Contractor shall, prior to the performance of any services as a business entity under the contract:
- 16.4.1 Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- 16.4.2 Provide to the Missouri Department of Health and Senior Services the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company’s/individual’s enrollment and participation in the E-Verify federal work authorization program; AND
- 16.4.3 Submit to the Missouri Department of Health and Senior Services a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.
- 16.5 In accordance with subsection 2 of section 285.530 RSMo, the Contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.
- 17. ANTI-DISCRIMINATION AGAINST ISRAEL ACT CONTRACTOR REQUIREMENTS**

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- 17.1 If the Contractor meets the definition of a company as defined in section 34.600, RSMo, and has ten or more employees, the Contractor shall not engage in a boycott of goods or services from the State of Israel; from companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or from persons or entities doing business in the State of Israel as defined in section 34.600, RSMo.
- 17.2 If the Contractor meets the definition of a company as defined in section 34.600, RSMo, and the company's employees increases to ten or more during the life of the contract, then the Contractor shall submit to the Department a completed Box C of the exhibit titled, Anti-Discrimination Against Israel Act Certification, and shall comply with the requirements of Box C.
- 17.3 If during the life of the contract, the Contractor's business status changes to become a company as defined in section 34.600, RSMo, and the company has ten or more employees, then the Contractor shall comply with, complete, and submit to the Department a completed Box C of the exhibit titled, Anti-Discrimination Against Israel Act Certification.
- 17.4 Regardless of company status or number of employees, the Contractor is requested to complete and submit the applicable portion of Exhibit 2 - Anti-Discrimination Against Israel Act Certification as attached hereto and incorporated by reference as if fully set forth herein. Pursuant to section 34.600, RSMo, if the Contractor meets the section 34.600, RSMo, definition of a "company" (<https://revisor.mo.gov/main/OneSection.aspx?section=34.600>) and the Contractor has ten or more employees, the Contractor must certify in writing that the Contractor is not currently engaged in a boycott of goods or services from the State of Israel as defined in section 34.600, RSMo, and shall not engage in a boycott of goods or services from the State of Israel, for the duration of the contract. The applicable portion of the exhibit must be submitted prior to an award of a contract.

18. TERMINATION

- 18.1 The Department, in its sole discretion, may terminate the obligations of each party under this contract, in whole or in part, effective immediately upon providing written notification to the Contractor if:
- 18.1.1 State and/or federal funds are not appropriated, continued, or available at a sufficient level to fund this contract; or
- 18.1.2 A change in federal or state law relevant to this contract occurs; or
- 18.1.3 A material change of the parties to the contract occurs; or
- 18.1.4 By request of the Contractor.

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- 18.2 Each party under this contract may terminate the contract, in whole or in part, at any time, for its convenience without penalty or recourse by providing the following written notice:
- 18.2.1 The Department will provide written notice to the Contractor at least thirty (30) calendar days prior to the effective date of such termination.
- 18.2.2 The Contractor shall provide written notice to the Department at least sixty (60) calendar days prior to the effective date of such termination.
-

- 18.3 In the event of termination, the Department may exercise the rights set forth in 2 CFR § 200.315(b) to reproduce, publish, or otherwise use copyrighted material prepared, furnished or completed by the Contractor pursuant to the terms of the contract, and may authorize others to do the same. The Department may also exercise the rights set forth in 2 CFR § 200.315(d) to obtain, reproduce, or otherwise use the data prepared, furnished, or produced by the Contractor pursuant to the terms of the contract, and may authorize others to do the same. The Contractor shall be entitled to receive compensation for services and/or supplies performed in accordance with the contract prior to the effective date of the termination and for all non-cancelable obligations incurred pursuant to the contract prior to the effective date of the termination.

19. SUBCONTRACTING

- 19.1 Any subaward and/or subcontract shall include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the Contractor and the Department, including the civil rights requirements set forth in 19 CSR 10-2.010 (5) (A)-(L), if applicable, and provided that the Department approves the arrangement prior to finalization. The Contractor shall ensure that the Department is indemnified, saved and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subaward and/or subcontract in those matters described herein. The Contractor shall expressly understand and agree that the responsibility for all legal and financial obligations related to the execution of a subaward and/or subcontract rests solely with the Contractor; and the Contractor shall ensure and maintain documentation that any and all subawardees and/or subcontractors comply with all requirements of this contract. The Contractor agrees and understands that utilization of a subawardee and/or subcontractor to provide any of the equipment or services in this contract shall in no way relieve the Contractor of the responsibility for providing the equipment or services as described and set forth herein.
- 19.2 Pursuant to subsection 1 of section 285.530, RSMo, no contractor, subawardee, and/or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general contractor, subawardee, and/or subcontractor of any tier shall not be liable when such contractor, subawardee, and/or subcontractor contracts with its direct subawardee and/or subcontractor who violates

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subsection 1 of section 285.530, RSMo, if the contract binding the Contractor and the subawardee and/or subcontractor affirmatively states that:

- 19.2.1 The direct subawardee and/or subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and shall not henceforth be in such violation.
 - 19.2.2 The Contractor, subawardee, and/or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subawardee's and/or subcontractor's employees are lawfully present in the United States.
-
- 19.3 The Contractor shall be responsible for ensuring that any subawardee(s) and/or subcontractor(s) are appropriately qualified and licensed or certified, as required by state, federal or local law, statute, or regulation, respective to the services to be provided through this contract. The Contractor shall make documentation of such licensure or certification available to the Department upon request.
 - 19.4 The Contractor shall notify all subawardee(s) and/or subcontractor(s) of applicable Office of Management and Budget (OMB) administrative requirements, cost principles, other applicable federal rules and regulations, and funding source information as included herein.

CERTIFICATIONS AND SPECIAL PROVISIONS**1. GENERAL**

- 1.1 To the extent that this contract involves the use, in whole or in part, federal funds, the signature of the Contractor's authorized representative on the contract signature page indicates compliance with the following Certifications and special provisions.

2. CONTRACTOR'S CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

- 2.1 The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any Federal department or agency pursuant to 2 CFR Part 180.
- 2.2 The Contractor shall include these certification requirements regarding debarment, suspension, ineligibility, and voluntary exclusion in all lower tier covered transactions.
- 2.3 If the Contractor enters into a covered transaction with another person at the next lower tier, the Contractor must verify that the person with whom it intends to do business is not excluded or disqualified by:
- 2.3.1 Checking the System of Award Management (SAM) <https://www.sam.gov>; or
- 2.3.2 Collecting a certification from that person; or
- 2.3.3 Adding a clause or condition to the covered transaction with that person.

3. CONTRACTOR'S CERTIFICATION REGARDING LOBBYING

- 3.1 The Contractor certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 3.2 The Contractor certifies that no funds under this contract shall be used to pay for any activity to support or defeat the enactment of legislation before the Congress, or any State

CERTIFICATIONS AND SPECIAL PROVISIONS

or local legislature or legislative body. The Contractor shall not use any funds under this contract to pay for any activity to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.

- 3.3 The Contractor certifies that no funds under this contract shall be used to pay the salary or expenses of the Contractor, or an agent acting for the Contractor who engages in any activity designed to influence the enactment of legislation or appropriations proposed or pending before the Congress, or any State, local legislature or legislative body, or any regulation, administrative action, or Executive Order issued by the executive branch of any State or local government.
- 3.4 The above prohibitions include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- 3.5 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- 3.6 The Contractor shall require that the language of this section be included in the award documents for all subawards at all levels (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- 3.7 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CERTIFICATIONS AND SPECIAL PROVISIONS**4. CONTRACTOR'S CERTIFICATION REGARDING A DRUG FREE WORKPLACE**

- 4.1 The Contractor certifies it shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988, 41 U.S.C. Chapter 81, and all applicable regulations. The Contractor is required to report any conviction of employees providing services under this contract under a criminal drug statute for violations occurring on the Contractor's premises or off the Contractor's premises while conducting official business. The Contractor shall report any conviction to the Department within five (5) working days after the conviction. Submit reports to:

Missouri Department of Health and Senior Services
Division of Administration, Grants Accounting Unit
P.O. Box 570
920 Wildwood Drive
Jefferson City, Missouri 65102-0570

5. CONTRACTOR'S CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

- 5.1 The Pro-Children Act of 1994, (Public Law 103-227, 20 U.S.C. §§ 6081-6084), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The Pro-Children Act also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The Pro-Children Act does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the Pro-Children Act may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.
- 5.2 The Contractor certifies that it will comply with the requirements of the Pro-Children Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Pro-Children Act.

CERTIFICATIONS AND SPECIAL PROVISIONS

- 5.3 The Contractor agrees that it will require that the language of this certification be included in any subcontract or subaward that contains provisions for children's services and that all subrecipients shall certify accordingly. Failure to comply with the provisions of the Pro-Children Act law may result in the imposition of a civil monetary penalty of up to \$1,000 per day.

6. CONTRACTOR'S CERTIFICATION REGARDING NON-DISCRIMINATION

- 6.1 The Contractor shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to:
- 6.1.1 Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. § 2000d *et seq.*) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;
 - 6.1.2 Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. § 206 (d));
 - 6.1.3 Title IX of the Education Amendments of 1972, as amended (20 U.S.C §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
 - 6.1.4 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990, as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12101 *et seq.*) as implemented by all applicable regulations;
 - 6.1.5 The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;
 - 6.1.6 Equal Employment Opportunity – E.O. 11246, as amended;
 - 6.1.7 Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Compliance Requirements;
 - 6.1.8 Missouri Governor's E.O. #05-30 (excluding paragraph 1, which was superseded by E.O. #10-24);
 - 6.1.9 Missouri Governor's E.O. #10-24; and

CERTIFICATIONS AND SPECIAL PROVISIONS

- 6.1.10 The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided via the contract.

7. CONTRACTOR'S CERTIFICATION REGARDING EMPLOYEE WHISTLEBLOWER PROTECTIONS

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

8. CLEAN AIR ACT AND WATER POLLUTION CONTROL ACT

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

SUBRECIPIENT SPECIAL CONDITIONS

1. The Department of Health and Senior Services has determined that this contract is subrecipient in nature as defined in the 2 CFR § 200.331. To the extent that this contract involves the use, in whole or in part, of federal funds, the Contractor shall comply with the following special conditions.
 - 1.1 The Contractor shall comply with all applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the Contractor through this contract. The Contractor shall ensure compliance with U.S. statutory and public policy requirements, including but not limited to, those protecting public welfare, the environment, and prohibiting discrimination. See the Federal Agency's Notice of Grant Award at <https://health.mo.gov/information/contractorresources/> for the terms and conditions of the federal award(s) governing this contract. Refer to the Contract Funding Source(s) report enclosed with the contract for a listing of the applicable federal award numbers.
 - 1.2 In performing its responsibilities under this contract, the Contractor shall fully comply with the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200, as applicable, including any subsequent amendments).
 - 1.3 The Contractor shall send audit reports, other than their Single Audit Report, to the Department of Health and Senior Services, Division of Administration, P.O. Box 570, Jefferson City, MO 65102 each contract year. If a Single Audit is required, the Contractor must submit the Single Audit Report according to 2 CFR § 200.512. The Contractor shall return to the Department any funds disallowed in an audit of this contract.
 - 1.4 The Contractor shall comply with the public policy requirements as specified in the Department of Health and Human Services (HHS) Grants Policy Statement which is incorporated herein as if fully set forth.
<http://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf>
 - 1.5 The Contractor shall be responsible for any disallowances, questioned costs, or other items, including interest, not allowed under the federal award or this contract. The Contractor shall return to the Department any funds disallowed within ninety days of notification by the Department to return such funds.
 - 1.6 The Contractor shall notify the Department in writing within 30 days after a change occurs in its primary personnel involved in managing this contract.

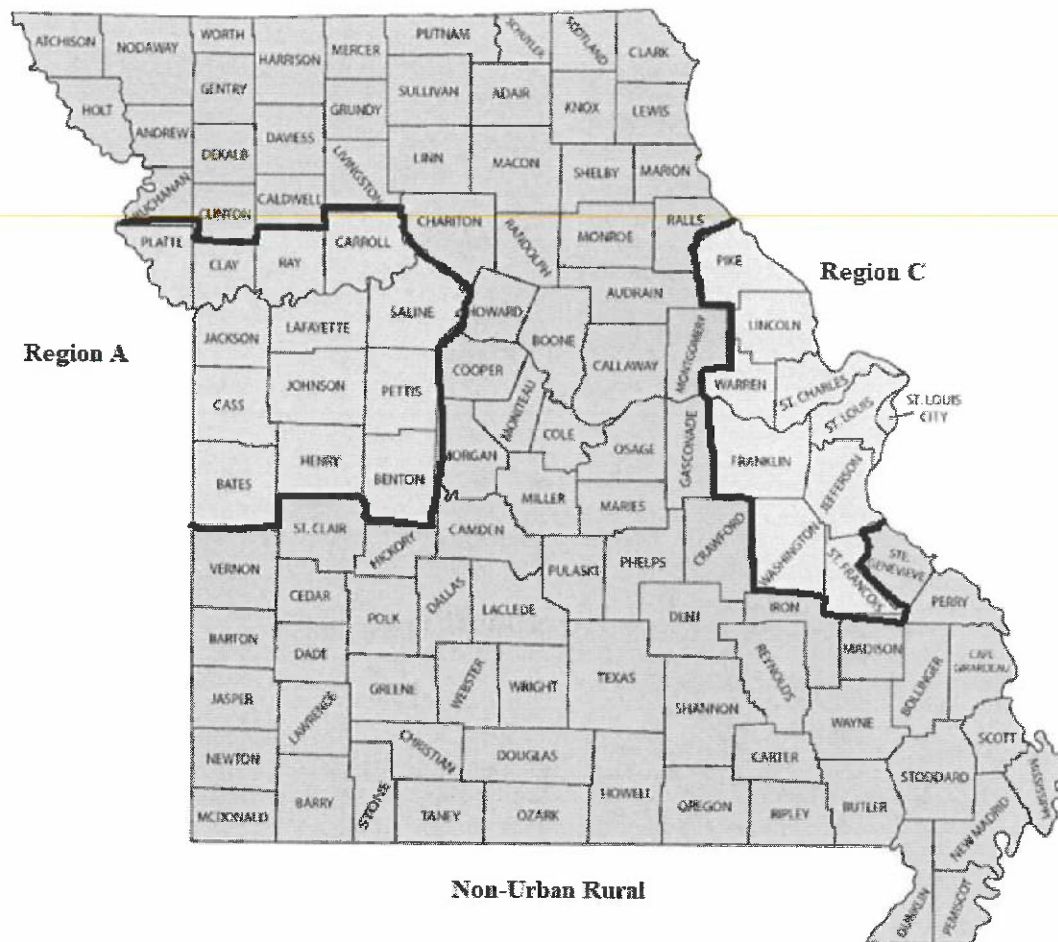
SUBRECIPIENT SPECIAL CONDITIONS

- 1.7 The Contractor shall notify the Department in writing of any violation of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting federal monies under this contract. Failure by the Contractor to disclose such violations may result in the Department taking action as described in 2 CFR § 200.339 Remedies for Noncompliance.
- 1.8 The Contractor shall comply with Trafficking Victims Protection Act of 2000 (22 U.S.C. Chapter 78), as amended. This law applies to any private entity. A private entity includes any entity other than a State, local government, Indian tribe, or foreign public entity, as defined in 2 CFR § 175.25. The subrecipient and subrecipients' employees may not:
- 1.8.1 Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- 1.8.2 Procure a commercial sex act during the period of time that the award is in effect; or
- 1.8.3 Use forced labor in the performance of the award or subawards under the award.
- 1.8.4 The Contractor must include the requirements of this paragraph in any subaward made to a private entity.
- 1.9 The Contractor shall comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations, as applicable.
- 1.10 A Contractor that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), as amended by the Resource Conservation and Recovery Act (P.L. 94-580). The requirements of Section 6002 relate solely to procuring items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247.
- 1.11 The Contractor shall provide its Unique Entity Identifier (UEI) number to the Department. If the Contractor is an exempt individual as per 2 CFR § 25.110(b), the Contractor shall notify the Department of its exemption. Pursuant to 2 CFR Part 25, no entity may receive a subaward unless the entity has provided its UEI number. The Department shall withhold the award of this contract until the Contractor submits the UEI number to the Department and the Department has verified the UEI number.

SUBRECIPIENT SPECIAL CONDITIONS**1.12 Equipment**

- 1.12.1 Title to equipment purchased by the Contractor for the purposes of fulfilling contract services vests in the Contractor upon acquisition, subject to the conditions that apply as set forth in 2 CFR § 200.313. The Contractor must obtain written approval from the Department prior to purchasing equipment with a cost greater than \$1,000. The repair and maintenance of purchased equipment will be the responsibility of the Contractor. Upon satisfactory completion of the contract, if the current fair market value (FMV) of the equipment purchased by the Contractor is less than \$5,000, the Contractor has no further obligation to the Department. The Contractor may sell or retain items it purchased with a current FMV greater than \$5,000, but the Contractor may be required to reimburse the Department for costs up to the current value of the equipment.
- 1.12.2 Equipment purchased by the Department and placed in the custody of the Contractor shall remain the property of the Department. The Contractor must ensure these items are safeguarded and maintained appropriately, and return such equipment to the Department at the end of the program.

Missouri Healthcare Coalitions



Healthcare Coalition Contacts		
Region A	Non-Urban Rural	Region C
Jennifer Sutherlin Mid-America Regional Council jsutherlin@marc.org 816-701-8362	Kara Amann-Kale Missouri Hospital Association KAmann-Kale@mhanet.com 573-893-3700	Rachel Mazzara St. Louis Area Regional Response System Rachel.Mazzara@ewgateway.org 314-332-4520

Healthcare Coalition Frequently Asked Questions

1. What is a regional healthcare coalition?

Healthcare coalitions (HCCs) are defined as “**a collaborative network of healthcare organizations and their respective public and private sector response partners** that serve as multiagency coordinating groups to assist with preparedness, response, recovery, and mitigation activities related to healthcare organization and regional healthcare systems’ disaster operations.”

HCCs are supported through federal funding from the U.S. Department of Health and Human Services’ Administration for Strategic Preparedness and Response (HHS ASPR) to the Missouri Department of Health and Senior Services (DHSS) through the DHSS Hospital Preparedness Program (HPP).

Missouri has three HCCs covering the entire geography of the state:

- Region A Kansas City
- Region C St. Louis
- Nonurban: Includes most rural counties and is divided into five sub-regions – Northwest, Northeast, Central, Southwest, and Southeast.

2. Who are members of the regional healthcare coalitions?

Each regional healthcare coalition must maintain membership four core members in order to receive ASPR funding: public health, hospitals, emergency medical services and emergency management. Other health and medical partners are welcome, as well, and may include dialysis centers, long-term care, home health, community mental health centers, federally qualified health centers, durable medical equipment providers, blood banks, etc.

3. What is public health’s role in the regional HCCs?

Local public health is often the Emergency Support Function-8 (ESF-8) lead agency in county emergency management and, as such, has responsibility to assure all ESF-8 partners and emergency response functions have been anticipated and plans are developed. Engaging in routine planning meetings with the regional HCC and participating in trainings and exercises as they occur provides an excellent opportunity for regional planning, identification of remaining vulnerabilities and barriers, and a finding support in a group of partners who are like-minded in planning for ESF-8 needs.

Many local public health agencies serve in leadership roles in their respective HCC as Chair or Co-Chair; serve as subject matter expert on variety of topics or serve as HCC Duty Officer on a rotational schedule. The HCCs are responsible to assure members serving in leadership roles have adequate training to assume their roles.

4. What is the role of a regional healthcare coalition during and in preparation for an emergency response?

HCCs assist all health and medical partners in their region by facilitating communication and coordination during an emergency response. As the HCCs members have routinely planned, drilled, trained and exercised together prior to an emergency incident, they are uniquely prepared to assist each other with communication and coordination needs and assisting in meeting incident objectives of the individual members.

The HCC is not a command or control entity within the emergency response framework and does not usurp the role of the local emergency manager, local emergency operations center or any facility's emergency plan responsibilities.

5. How do the HCCs relate to the LPHAs' PHEP responsibilities?

The Hospital Preparedness Program (HPP) and the Public Health Preparedness Program (PHEP) are funded in a collaborative agreement with ASPR and the Centers for Disease Control and Prevention (CDC). Your PHEP contract with DHSS requires engagement in your regional HCC. LPHA participation in HCC activities ensures an efficient and appropriate level of engagement and allows contribution of your subject matter expertise as well as receiving the benefits of membership in a regional preparedness and response setting. You should seek to ensure a strong two-way communication and engagement of your LPHA with the HCC. You will find the HCC can provide assistance with your work relative to medical countermeasures, as one example.

There are many advantages to collectively planning for an emergency with the health and medical partners in your community and region.



MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

Subrecipient Annual Financial Report

1. Contractor Name and Complete Address			
2. Contract Number		3. Contract Period (MM/DD/YY)	
		From:	To:
4. Contractor Identifying Number (optional)			
5. UEI Number	6. EIN	7. Report Type	
		☐ Annual ☐ Final	
8. Transactions			
Contract Expenditures:			
8a. Total contract funds authorized:			
8b. Total expenditures:			
8c. Unspent balance of contract funds (line a minus b):			\$0.00
Match Requirements (if required by the contract):			
8d. Total match required:			
8e. Total match expenditures:			
8f. Remaining match to be provided (line d minus e):			\$0.00
9. Remarks: Attach any explanations deemed necessary.			
10. Certification: By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal Award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).			
11a. Typed or Printed Name and Title of Authorized Certifying Official of the Contractor		11b. Telephone (Including Area Code)	11c. Email Address
11d. Signature of Authorized Certifying Official of the Contractor		11e. Date Report Submitted (MM/DD/YY)	

MO 580-3091 (10-2022)

CITY OF INDEPENDENCE HEALTH AND ANIMAL SERVICES DEPARTMENT
Public Health Emergency Preparedness Budget
FY25 (July 1, 2024 - June 30, 2025)

Category	Budget	Automatic adjustment for costs allowed for Indirect Calculation (for calculation purposes only)
Personnel Services	68,455	68,455
Fringe Benefits	23,804	23,804
Travel	2,250	2,250
Equipment (*see definition below)		
Supplies	19,000	19,000
Other	750	750
Contractual		
Subcontractor #1 (Enter Name)		0
Subcontractor #2 (Enter Name)		0
Subcontractor #3 (Enter Name)		0
Subcontractor #4 (Enter Name)		0
Subcontractor #5 (Enter Name)		0
Total Direct Costs	114,259	
Indirect (Administrative) Cost	11,426	
TOTAL CONTRACT	125,685	
Allowed cost for the calculation of Indirect (Administrative) Costs:		114,259
If your organization does not have an approved federally negotiated Indirect Cost Rate, enter rate you are requesting.		10.00%
Does your organization have an approved federally negotiated Indirect Cost Rate? (Enter Yes or No)		
Provide in the space below a summary of how you calculated your Indirect (Administrative) Costs in accordance with your federally negotiated rate. Enter the allowed Indirect (Administrative) Cost in the blue cell C27. Attach a copy of your approved Indirect Cost Rate agreement.		

EXHIBIT 1
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,
AND AFFIDAVIT OF WORK AUTHORIZATION

BUSINESS ENTITY CERTIFICATION:

The Contractor must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

- | | |
|---------------|---|
| BOX A: | To be completed by a non-business entity as defined below. |
| BOX B: | To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at http://www.uscis.gov/e-verify . |
| BOX C: | To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing. |

Business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term “**business entity**” shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term “**business entity**” shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term “**business entity**” shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

BOX A – CURRENTLY NOT A BUSINESS ENTITY

I certify that _____ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- ☐ I am a self-employed individual with no employees; **OR**
- ☐ The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under **Public Health Emergency Preparedness** (Contract Name) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then, prior to the performance of any services as a business entity, _____ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Department of Health and Senior Services with all documentation required in Box B of this exhibit.

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Company Name (if applicable)

Date

EXHIBIT 1, continued

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

BOX B – CURRENT BUSINESS ENTITY STATUS

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

Authorized Business Entity Representative's
Name (Please Print)

Authorized Business Entity
Representative's Signature

Business Entity Name

Date

E-Mail Address

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

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

AFFIDAVIT OF WORK AUTHORIZATION:

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

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

Authorized Representative's Signature	Printed Name
Title	Date
E-Mail Address	E-Verify Company ID Number

Subscribed and sworn to before me this _____ of _____. I am
(DAY) (MONTH, YEAR)
commissioned as a notary public within the County of _____, State of
(NAME OF COUNTY)
_____, and my commission expires on _____.
(NAME OF STATE) (DATE)

Signature of Notary _____ Date _____

EXHIBIT 1, continued

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

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

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

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

Name of **Missouri State Agency or Public University*** to Which Previous E-Verify Documentation Submitted: _____

(*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

Date of Previous E-Verify Documentation Submission: _____

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

Authorized Business Entity Representative's
Name (Please Print)

Authorized Business Entity
Representative's Signature

E-Verify MOU Company ID Number

E-Mail Address

Business Entity Name

Date

FOR STATE USE ONLY

Documentation Verification Completed By:

Buyer

Date

EXHIBIT 2
ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION

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

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

Section 34.600, RSMo, defines the following terms:

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

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

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

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

EXHIBIT 2, continued

BOX A – NON-COMPANY ENTITY

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

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Entity Name

Date

BOX B – COMPANY ENTITY WITH LESS THAN TEN EMPLOYEES

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

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Company Name

Date

BOX C – COMPANY ENTITY WITH TEN OR MORE EMPLOYEES

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

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Company Name

Date

**STATE OF MISSOURI
DEPARTMENT OF HEALTH AND SENIOR SERVICES**

TERMS AND CONDITIONS

This contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained herein. Any change must be accomplished by a formal signed amendment prior to the effective date of such change.

1. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri (state). The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the Contractor and the state.
- c. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The Contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the contract shall be in the Circuit Court of Cole County, Missouri.
- f. The Contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

2. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified herein.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The Contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the state.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the specific contract terms.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the Contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
- g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

3. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

4. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

5. CONFLICT OF INTEREST

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

6. WARRANTY

The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the state, (2) be fit and sufficient for the purpose intended, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

7. REMEDIES AND RIGHTS

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

8. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the Contractor, the state may cancel the contract. At its sole discretion, the state may give the Contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the Contractor must provide the state within 10 working days from notification a written plan detailing how the Contractor intends to cure the breach.
- b. If the Contractor fails to cure the breach or if circumstances demand immediate action, the state will issue a notice of cancellation terminating the contract immediately. If it is determined the state improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
- c. If the state cancels the contract for breach, the state reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the state deems appropriate and charge the Contractor for any additional costs incurred thereby.
- d. The Contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

9. BANKRUPTCY OR INSOLVENCY

Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor must notify the state immediately. Upon learning of any such actions, the state reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.

10. INVENTIONS, PATENTS AND COPYRIGHTS

The Contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the Contractor's performance or products produced under the terms of the contract.

11. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the Contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the Contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

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

12. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the Contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

13. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise.

14. COMMUNICATIONS AND NOTICES

Any notice to the Contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the Contractor.

**CONTRACT FUNDING SOURCE(S)**

The Contract Funding Source(s) identifies the total amount of funding and federal funding source(s) expected to be used over the life of this contract. The CFDA number is the pass-through identification number for your Schedule of Expenditures of Federal Awards (SEFA), if one is required. You may reconcile your financial records to actual payment documents by going to the vendor services portal at <https://www.vendorservices.mo.gov/>. If the funding information is not available at the time the contract is issued, the Contractor will be notified in writing by the Department. Please retain this information with your official contract files for future reference.

Tracking #	56078	State: 0%	\$0.00	Federal: 100%	\$125,685.00
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Contract Title: PUBLIC HEALTH EMERGENCY PREPAREDNESS

Contract Start: 7/1/2024 **Contract End:** 6/30/2025 **Amend#:** 00 **Contract #:**

Vendor Name: CITY OF INDEPENDENCE HEALTH DEPARTMENT

CFDA: 0 **Research and Development:**

CFDA Name:

Federal Agency:

Federal Award: *

Federal Award Name: *

Federal Award Year: * **DHSS #:** ZZZ-PENDING FOA **Federal Obligation:** \$125,685.00

* The Department will provide this information when it becomes available.

Project Description:

To demonstrate measurable and sustainable progress toward achieving public health and healthcare preparedness capabilities and promote prepared and resilient communities.



Missouri Department of Health and Senior Services

P.O. Box 570, Jefferson City, MO 65102-0570 Phone: 573-751-6400 FAX: 573-751-6010
RELAY MISSOURI for Hearing and Speech Impaired and Voice dial: 711



Paula F. Nickelson
Director

Michael L. Parson
Governor

Dear Contractor:

Enclosed is a contract between your organization and the Department of Health and Senior Services that requires you to complete the following steps:

1. Review and sign the front page of the contract;
2. Complete and sign the exhibit labeled Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization;
3. Complete and sign the exhibit labeled Anti-Discrimination Against Israel Act Certification; and
4. Return the contract to:

Bureau of Procurement Services
Missouri Department of Health and Senior Services
P.O. Box 570
Jefferson City, MO 65102

Once all signed copies have been returned to our office and the contract is signed by the department, a fully executed copy of the contract will be returned to you. Please contact the Bureau of Procurement Services at (573) 751-6471 or via email at Procurement@health.mo.gov if you have any questions regarding this letter.

Enclosure

PROMOTING HEALTH AND SAFETY

The Missouri Department of Health and Senior Services' vision is optimal health and safety for all Missourians, in all communities, for life.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-053 **1R** An ordinance authorizing the acceptance of funding from the U.S. Department of Justice, Bureau of Justice Assistance, Office of Justice Programs, FY 2023 Byrne Justice Assistance Grant (JAG) program, through a Memorandum of Understanding with Jackson County, Missouri, which allocates \$62,360.00 to the City of Independence, Missouri, for the Police Department's use; appropriating the necessary funds; and authorizing future change orders and appropriations for the same project. **1R READ**

Recommendations:

The Police Department recommends acceptance of this grant award.

Background:

In August 2023, the Independence Police Department joined with Jackson County, Missouri, Kansas City, Missouri, and the cities of Grandview, Raytown, and Lee's Summit, to submit an application to the Department of Justice, Office of Justice Program, Justice Assistance Grant (JAG) program. This program is used by the Department of Justice to assist state and local law enforcement efforts to prevent or reduce crime and violence and is the primary provider of federal criminal justice funding to states and units of local government.

The total amount that has been awarded to the Jackson County, Missouri area and the agencies listed above is \$726,157.00, and the Independence portion is \$62,360.00. The Police Department intends to purchase a Drug Terminator Incinerator to dispose of confiscated drugs in a safe and efficient manner and Mobile Data Terminals for the Community Services Unit. In addition, I2 Analyst Notebook Software will be purchased for the Crime Analyst Unit. The software is a powerful investigative tool that will increase case solvability. Finally, a DesignJet Printer will be purchased to allow the Analysts to print reports and presentations in large formats for courtroom testimony, community meetings, and/or training purposes.

Emergency Justification:**Fiscal Impact:**

The fiscal impact to the City is \$62,360.00 to be received as grant revenue. This revenue would be deposited into the Grant Fund and appropriated to 0154550-5405-JAG23. No local match is required. The grant award cycle covers October 1, 2022, through September 30, 2026.

Council Action:

Department / Contact	Police Department /
---------------------------------	---------------------

REVIEWERS

Dennea Leap
Michelle Sumstad
Jason Petersen
Adam Dustman
Jeremy Cover
Meagan Borth
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. PD.2023 JAG Ordinance 6-12-24
2. 2023 JAG - Jackson County Approval
3. 2023 JAG - Award

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF FUNDING FROM THE U.S. DEPARTMENT OF JUSTICE, BUREAU OF JUSTICE ASSISTANCE, OFFICE OF JUSTICE PROGRAMS, FY 2023 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM, THROUGH A MEMORANDUM OF UNDERSTANDING WITH JACKSON COUNTY, MISSOURI, WHICH ALLOCATES \$62,360.00 TO THE CITY OF INDEPENDENCE, MISSOURI, FOR THE POLICE DEPARTMENT'S USE; APPROPRIATING THE NECESSARY FUNDS; AND AUTHORIZING FUTURE CHANGE ORDERS AND APPROPRIATIONS FOR THE SAME PROJECT.

WHEREAS, the City Council of the City of Independence, Missouri, finds it in the best interest of the City to participate as fully as possible in programs with other law enforcement agencies and other funding agencies to create and maintain an atmosphere as safe as possible for the citizens of Independence; and,

WHEREAS, Jackson County, Missouri, has received funds through the 2023 Byrne Justice Assistance Grant (JAG) Program Award from the U.S. Department of Justice for state and local law enforcement related initiatives; and,

WHEREAS, Jackson County, Missouri, has made available a total of Sixty-Two Thousand Three Hundred Sixty and 00/100 Dollars (\$62,360.00) and has authorized the allocation of said funds through their City Council Ordinance No. 5841 for the City of Independence, Missouri Police Department;

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

SECTION 1. That the City Council hereby directs the City Manager of the City of Independence, Missouri, to accept the 2023 Byrne JAG Program Award funds from Jackson County, Missouri in the amount of Sixty-Two Thousand Three Hundred Sixty and 00/100 Dollars (\$62,360.00) for the Police Department to purchase law enforcement related equipment, a copy of the signed Memorandum of Understanding being attached hereto, incorporated by reference thereto, and made a part of hereof as though fully set out herein.

SECTION 2. That the City Manager is further authorized to approve future change orders, extensions, amendments or addendums to this grant without Council approval, for an extension of time for completing the terms of the grant or for the receipt of additional funding for this same grant project, provided there are no changes in the terms and/or conditions or responsibilities to the City and provided each and every such change order, extension, amendment or addendum is approved by the City Manager, does not add more than 90% to the length of time of the grant or more than 50% to the original funding, is identified as being authorized by this ordinance and a copy is filed with the City Clerk.

SECTION 3. That appropriations are hereby increased in the Police Department Grant Fund Operating Budget in the amount of Sixty-Two Thousand Three Hundred Sixty and 00/100 Dollars (\$62,360.00) from increased estimated revenues from the anticipated grant funding for this Justice Assistance Grant Program Award.

PASSED THIS _____ DAY OF _____, 2024, BY THE CITY COUNCIL OF
THE CITY OF INDEPENDENCE, MISSOURI.

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

ATTEST:

City Clerk

APPROVED - FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

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

Source is: As Indicated Above

Director of Finance & Administration
City of Independence, Missouri

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE appropriating \$726,157.00 from the undesignated fund balance of the 2024 Grant Fund in acceptance of the 2023 JAG Grant awarded to the Prosecuting Attorney's Office.

ORDINANCE NO. 5841, April 1, 2024

INTRODUCED BY Megan L. Marshall, County Legislator

WHEREAS, the U.S. Department of Justice, Office of Justice Programs, has awarded to the Prosecuting Attorney's Office a Justice Assistance (JAG) grant in the amount of \$726,157.00, for the period October 1, 2022, to September 30, 2026; and,

WHEREAS, the County's portion of grant proceeds will be used for the partial funding of salary and benefits for two assistant prosecutors, one data/information analyst, and one diversion program manager/assistant prosecutor; and,

WHEREAS, another portion of the grant proceeds will be distributed among the City of Kansas City, MO - Neighborhood and Housing Services, and the Cities of Independence, Grandview, Lee's Summit, and Raytown; and,

WHEREAS, the Prosecuting Attorney's Office will provide an additional funds in the amount of \$59,659.00 for unfunded portions of salaries and benefits; and,

WHEREAS, an appropriation is necessary in order to place the grant and matching funds in the proper spending accounts; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following transfer within and appropriation from the undesignated fund balance of the 2024 Grant Fund be and hereby are made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Grant Fund			
Prosecuting Attorney			
010-4101	45000 – Increase Revenues	\$726,157	
Non-Specific			
010-9999	32810 –		
	Undesignated Fund Balance		\$726,157
010-9999	32810 –		
	Undesignated Fund Balance	\$726,157	
Prosecuting Attorney			
010-4101	55010 – Regular Salaries		\$234,552
010-4101	55040 – FICA Taxes		\$14,804
010-4101	55050 – Pension Contributions		\$21,285
010-4101	55060 – Insurance Benefits		\$34,359
010-4101	56070 –		
	Intergovernmental Agreements		\$421,157

and,

BE IT FURTHER ORDAINED that the County Executive and any and all other County officials be and hereby are authorized to execute any and all documents necessary to the acceptance of the 2023 JAG grant.

Effective Date: This ordinance shall be effective immediately upon its signature by the County Executive.

APPROVED AS TO FORM:

Bryan D. Worsley
County Counselor

I hereby certify that the attached ordinance, Ordinance No. 5841 introduced on April 1, 202, was duly passed on April 15, 2024 by the Jackson County Legislature. The votes thereon were as follows:

Yeas <u>7</u>	Nays <u>0</u>
Abstaining <u>0</u>	Absent <u>2</u>

This Ordinance is hereby transmitted to the County Executive for his signature.

<u>4.15.2024</u>	<u>Mary Jo Spino</u>
Date	Mary Jo Spino, Clerk of Legislature

I hereby approve the attached Ordinance No. 5841.

<u>4.15.2024</u>	<u>Frank White, Jr.</u>
Date	Frank White, Jr., County Executive

Funds sufficient for this appropriation are available from the sources indicated below.

ACCOUNT NUMBER: 010 4101 45000
ACCOUNT TITLE: Grant Fund
Prosecuting Attorney
Increase Revenues
NOT TO EXCEED: \$726,157.00

ACCOUNT NUMBER: 010 9999 32810
ACCOUNT TITLE: Grant Fund
Undesignated Fund Balance
NOT TO EXCEED: \$726,157.00

03/28/2024

Date


Sylva Stevenson (Mar 28, 2024 10:54 CDT)

Chief Administrative Officer



Jackson County, Missouri

Request for Legislative Action

REQUESTED MEETING DATE: _____ SPONSOR: Megan L. Marshall

To be completed by the County Counselor's Office:

NUMBER: 5841 ASSIGNED MEETING DATE: 4/1/2024

STAFF CONTACT: Gina Robinson PHONE: 881-3369

EMAIL: grobinson@jacksongov.org

DEPARTMENT: Prosecuting Attorney

TITLE: Ordinance transferring and appropriating funds for the acceptance of the 2023 JAG Grant awarded to Jackson County by the US Department of Justice.

SUMMARY: Ordinance accepting the 2023 JAG Grant Awarded to Jackson County by the Department of Justice. The total award amount is \$726,157. The funds will be distributed between the Jackson County Prosecutor's Office (\$305,000), City of Kansas City - Neighborhood and Housing Services (\$315,838), City of Independence (\$62,360), City of Grandview (\$15,482), City of Lee's Summit (\$10,952) and the City of Raytown (\$16,525). Funding source for the above-named government agencies is allocated below as 56070. The Prosecutor's Office will administer the grant. This grant expires 9/30/26.

The total award amount allocated to Jackson County (\$305,000) will provide partial funding for two assistant prosecutors, one data/information analyst and one diversion program manager/assistant prosecutor. To complete the projects, the Prosecutor's Office will provide an additional \$59,659 to pay for the unfunded portions of encumbants.

Please appropriate \$726,157 and transfer \$59,659 from 008-4152-56798 into:

55010	Regular Salaries	\$267,025
55040	FICA Taxes	\$20,427
55050	Pension Contributions	\$29,373
55060	Insurance Benefits	\$47,834
56070	Intergovernmental Agreements	\$421,157

FINANCIAL IMPACT: NO ☐

YES ☒

See JAG23-eRLA#1

Amount

Fund

Department

Line-Item Detail

ACTION NEEDED: APPROPRIATE FUNDS

TRANSFER FUNDS

ATTACHMENT(S): Award, Agreement, Budget, Prior Ord 5693 (10/31/22)

Funds sufficient for this appropriation are available from the source indicated below.

ORD # **5841**

APPROVED
By Sarah Matthes at 2:21 pm, Mar 19, 2024

JAG23-eRLA#1**Transferring Fund From:**

Amount:	Fund:	Department:	Line-Item Detail
\$726,157	010 (Grant Fund)	9999(*)	32810 (Undesignated Fund Balance)
\$59,659	008 (Anti-Crime Sales Tax Fund)	4152 (Prosecutor- Criminal Prosecution)	56798 (Grant Match)

Transferring Fund To:

Amount:	Fund:	Department:	Line-Item Detail
\$267,025	010 (Grant Fund)	(2023 JAG Grant)	55010 (Regular Salaries)
\$20,427	010 (Grant Fund)	(2023 JAG Grant)	55040 (FICA Taxes)
\$29,373	010 (Grant Fund)	(2023 JAG Grant)	55050 (Pension Contributions)
\$47,834	010 (Grant Fund)	(2023 JAG Grant)	55060 (Insurance Benefits)
\$421,157	010 (Grant Fund)	(2023 JAG Grant)	56070 (Intergovernmental Agreements)



Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Name and Address of Recipient:	JACKSON COUNTY GOVERNMENT 415 E 12TH ST
City, State and Zip:	KANSAS CITY, MO 64106
Recipient UEI:	FFLFQA71R3K9
Project Title: Greater Kansas City Crime Prevention Initiatives	Award Number: 15PBJA-23-GG-03555-JAGX
Solicitation Title: BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation	
Federal Award Amount: \$726,157.00	Federal Award Date: 9/22/23
Awarding Agency:	Office of Justice Programs Bureau of Justice Assistance
Funding Instrument Type:	Grant
Opportunity Category: D	
Assistance Listing: 16.738 - Edward Byrne Memorial Justice Assistance Grant Program	
Project Period Start Date: 10/1/22	Project Period End Date: 9/30/26
Budget Period Start Date: 10/1/22	Budget Period End Date: 9/30/26
Project Description: The disparate jurisdictions of the cities of Independence, Grandview, Lee's Summit, and Raytown will use JAG funds to purchase law enforcement equipment to enhance and improve public and officer safety. Jackson County will use JAG funds to support staff as a part of a community-based violence intervention initiative. City of Kansas City will use JAG funds to support staff and will purchase dumpsters to deter illegally dumping as a part of a community-based violence intervention initiative.	

Award Letter

September 22, 2023

Dear Gina Robinson,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by JACKSON COUNTY GOVERNMENT for an award under the funding opportunity entitled 2023 BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation. The approved award amount is \$726,157.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Maureen Henneberg
Deputy Assistant Attorney General
Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria.

These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Ongoing NEPA Compliance Incorporated into Further Developmental Stages

NEPA Letter

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

?

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <https://www.bja.gov/Funding/nepa.html>.

NEPA Coordinator

First Name

Orbin

Middle Name

Last Name

Terry

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name

JACKSON COUNTY GOVERNMENT

UEI

FFLFQA71R3K9

Street 1

415 E 12TH ST

Street 2

City

KANSAS CITY

State/U.S. Territory

Missouri

Zip/Postal Code

64106

Country

United States

County/Parish

Province

Award Details

Federal Award Date

9/22/23

Award Type

Initial

Award Number

15PBJA-23-GG-03555-JAGX

Supplement Number

00

Federal Award Amount

\$726,157.00

Funding Instrument Type

Grant

**Assistance Listing
Number**

Assistance Listings Program Title

16.738

Edward Byrne Memorial Justice Assistance Grant Program

Statutory Authority

Title I of Public Law 90-351 (generally codified at 34 U.S.C. 10101-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a)

☒

I have read and understand the information presented in this section of the Federal Award Instrument.

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title

2023 BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation

Awarding Agency

OJP

Program Office

BJA

Application Number

GRANT13952643

Grant Manager Name

Tammy Lovill

Phone Number

[202-598-6565](tel:202-598-6565)

E-mail Address

Tammy.L.Lovill@usdoj.gov

Project Title

Greater Kansas City Crime Prevention Initiatives

Performance Period Start

Date

10/01/2022

Performance Period End Date

09/30/2026

Budget Period Start Date

10/01/2022

Budget Period End Date

09/30/2026

Project Description

The disparate jurisdictions of the cities of Independence, Grandview, Lee's Summit, and Raytown will use JAG funds to purchase law enforcement equipment to enhance and improve public and officer safety. Jackson County will use JAG funds to support staff as a part of a community-based violence intervention initiative. City of Kansas City will use JAG funds to support staff and will purchase dumpsters to deter illegally dumping as a part of a community-based violence intervention initiative.

[X]

I have read and understand the information presented in this section of the Federal Award Instrument.

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

[X]

I have read and understand the information presented in this section of the Federal Award Instrument.

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

1

Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

2

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

3

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

4

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2022 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at

any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

5

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

6

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

7

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

8

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at <https://www.ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

9

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious

practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

10

Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

11

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

12

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an

equal employment opportunity program.

13

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

14

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm

employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

15

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

16

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

17

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

18

Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator

enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://onlinegfmt.training.ojp.gov/>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

19

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

20

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

21

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

22

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

23

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

24

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

25

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

26

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

27

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

28

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

29

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

30

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

31

Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

32

Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

33

Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

34

Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

35

Any written, visual, or audio publications funded in whole or in part under this award, with the exception of press releases, shall contain the following statements: "This project was supported by Grant No. <AWARD_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

36

Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

37

Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient's Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at <https://justicegrants.usdoj.gov/training/training-entity-management>.

Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching (<https://www.justice.gov/olp/page/file/1204386/download>), and must collect and report the metrics identified in Section IX of that document to BJA.

Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

41

All State and Local JAG recipients must submit quarterly Federal Financial Reports (SF-425). Additionally, State JAG and Local JAG Category Two (\$25K or more) must submit semi-annual performance reports through JustGrants and Local JAG Category One (Less than \$25K) must submit annual performance reports through JustGrants. Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website: <https://bjapmt.ojp.gov/>. For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage (<https://bjapmt.ojp.gov/help/jagdocs.html>). Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

42

Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

43

Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2022

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2022), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum - (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

44

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. With the exception of Forensic Genetic Genealogy, no profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

45

Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court

dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

46

Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

47

Certification of body armor "mandatory wear" policies, and compliance with NIJ standards

If recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that each law enforcement agency receiving body armor purchased with funds from this award has a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: <https://nij.ojp.gov/topics/equipment-and-technology/body-armor>

48

Extreme risk protection programs funded by JAG must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.

49

Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making

such expenditures essential to the maintenance of public safety and good order.

50

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

51

Exceptions regarding Prohibited and Controlled Equipment under OJP awards

Notwithstanding any provision to the contrary in the other terms and conditions of this award, including in the condition regarding "Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards," the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to Other LEAs" and the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to NON-LEAs" do not apply to this award.

52

The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

53

Initial period of performance; requests for extension.

The recipient understands that for award amounts of less than \$25,000 under JAG (Category 1), the initial period of performance of the award is two years. The recipient further understands that any requests for an extension of the period of performance for an award of less than \$25,000 will be approved automatically for up to a total of two additional years, pursuant to 34 U.S.C. 10152(f) and in accordance with the program solicitation associated with this award.

Any request for an extension of the period of performance beyond a four-year award period will require approval, and the approval (if any) will be at the discretion of the Director of BJA.

54

Applicants must ensure that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.

55

Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial

Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

56

Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

57

Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

58

Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

59

Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

60

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

61

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

62

In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and

responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.

63

Withholding of funds for Budget narrative or information

The recipient may not expend or draw down any award funds until the recipient submits, and OJP reviews and accepts, the required budget information or narrative for the award, and an Award Condition Modification has been issued to remove this condition.

64

Withholding of Funds for Body Armor Certification

The recipient may not expend or draw down any award funds until the recipient submits, and OJP has reviewed, the required certification regarding body armor, and an Award Condition Modification has been issued to remove this condition.

65

Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

☒ [X]

I have read and understand the information presented in this section of the Federal Award Instrument.

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and

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(2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official
Deputy Assistant Attorney General

Name of Approving Official
Maureen Henneberg

Signed Date And Time
9/19/23 8:30 PM

Authorized Representative

Declaration and Certification

Entity Acceptance

Title of Authorized Entity Official
Chief of Operations

Name of Authorized Entity Official
Gina Robinson

Signed Date And Time
1/16/2024 1:27 PM

**INTERLOCAL AGREEMENT
BETWEEN THE COUNTY OF JACKSON, MISSOURI AND
THE CITY OF KANSAS CITY, MISSOURI
THE CITY OF INDEPENDENCE, MISSOURI
THE CITY OF GRANDVIEW, MISSOURI
THE CITY OF LEE'S SUMMIT, MISSOURI
THE CITY OF RAYTOWN, MISSOURI**

**2023 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD
Grant Cycle October 1, 2022-September 30, 2026**

This Agreement is made and entered into this 1st day of August 2023, by and between the COUNTY of Jackson (COUNTY), the CITY of Kansas City, Missouri (CITY1), and the CITY of Independence (CITY2), and the CITY of Grandview (CITY3), and the CITY of Lee's Summit (CITY 4), and the CITY of Raytown (CITY5).

WHEREAS, the U.S. Department of Justice, Office of Justice Programs has collectively allotted \$726,157 to the above-named units of government for state and local law enforcement related initiatives; and

WHEREAS, each governing body agrees that the COUNTY of Jackson shall serve as the fiscal agent for the funds; and

WHEREAS, each governing body finds that the performance of this AGREEMENT is in the best interest of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services of functions under this agreement; and

WHEREAS, the COUNTY of Jackson agrees to provide CITY1 \$315,838 from the JAG award for Neighborhoods and Housing Services; and

WHEREAS, the COUNTY of Jackson agrees to provide CITY2 \$62,360 from the JAG award to purchase to purchase Law Enforcement related equipment for public and officer safety; and

WHEREAS, the COUNTY of Jackson agrees to provide the CITY3 \$15,482 from the JAG award to purchase Law Enforcement related equipment for public and officer safety; and

WHEREAS, the COUNTY of Jackson agrees to provide the CITY4 \$10,952 from the JAG award to purchase Law Enforcement related equipment for public and officer safety; and

WHEREAS, the COUNTY of Jackson agrees to provide the CITY5 \$16,525 from the JAG award to purchase Law Enforcement related equipment for public and officer safety; and

WHEREAS, the COUNTY of Jackson agrees to \$305,000 from the JAG award for salaries and benefits of staff in the Jackson County Prosecutor's Office; and

WHEREAS, the COUNTY of Jackson, CITY1, CITY2, CITY3, CITY4 and CITY5 believes it to be in their best interests to reallocate JAG funds.

Section 1.

COUNTY of JACKSON agrees to pay CITY1 \$315,838 of JAG funds.

CITY1 agrees to use the \$315,838 for Neighborhoods and Housing Services.

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Section 2.

COUNTY of JACKSON agrees to pay CITY2 a total of \$62,360 of JAG funds.

CITY2 agrees to use \$62,360 to purchase Law Enforcement Equipment.

Section 3.

COUNTY of JACKSON agrees to pay CITY3 a total of \$15,482 of JAG funds.

CITY3 agrees to use \$15,482 to purchase Law Enforcement Equipment.

Section 4.

COUNTY of JACKSON agrees to pay CITY4 a total of \$10,952 of JAG funds.

CITY4 agrees to use \$10,952 to purchase Law Enforcement Equipment.

Section 5.

COUNTY of JACKSON agrees to pay CITY5 a total of \$16,525 of JAG funds.

CITY5 agrees to use \$16,525 to purchase Law Enforcement Equipment.

Section 6.

COUNTY of JACKSON agrees to receive a total of \$305,000 of JAG funds.

COUNTY of JACKSON agrees to use the \$305,000 for salaries and benefits of staff in the Jackson County Prosecutor's Office.

Section 7.

Nothing in the performance of this Agreement shall impose any liability for claims against all participating CITIES under this Memorandum of Understanding.

Section 8.

Nothing in the performance of this Agreement shall impose any liability for claims against the COUNTY.

Section 9.

Each party to this agreement shall be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by one or more of the other parties.

Section 10.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this agreement.

Section 11.

By entering into this Agreement, the parties do not intend to create any obligations express or implies other

GMS APPLICATION NUMBER: 13952643

than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

COUNTY OF JACKSON COUNTY, MISSOURI

By: Jean Peters Baker
Jean Peters Baker
Jackson County Prosecutor

CITY OF KANSAS CITY, MISSOURI

By: Brian Platt
Brian Platt
City Manager

CITY OF INDEPENDENCE, MISSOURI

By: Adam Dustman
Adam Dustman
Chief, Independence Police Department

By: Zachary Walker
Zachary Walker
City Manager

CITY OF GRANDVIEW, MISSOURI

By: Cemal Gungor
Cemal Gungor (Aug 23, 2013 14:34 CDT)
Cemal Umut Gungor
City Manager

CITY OF LEE'S SUMMIT, MISSOURI

By: Travis Forbes
Travis Forbes
Chief, Lee's Summit Police Department

By: William A. Baird
William A. Baird
Mayor

CITY OF RAYTOWN, MISSOURI

By: Michael McDonough
Michael McDonough
Mayor

By: Damon Hodges
Damon Hodges
City Administrator

By: Robert Kuehl
Robert Kuehl
Chief, Raytown Police Department

Budget Detail - Year 1

Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training activities? - Y/N

No

(DOJ Financial Guide, Section 3.10)

A. Personnel

Name		Position	Computation						
List each name, if known.		List each position, if known.	Show annual salary rate & amount of time devoted to the project for each name/position.						
			Salary	Rate	Time Worked (# of hours, days, months, years)	Percentage of Time	Total Cost	Non-Federal Contribution	Federal Request
JACKSON COUNTY								\$0	\$0
Jackson County Position		Data & Information Analyst	\$40,000.00	yearly	1	100%	\$40,000		\$40,000
Jackson County Position		Asst Prosecutor/Diversion Manager	\$41,052.00	yearly	1	100%	\$41,052		\$41,052
Jackson County Position		Assistant Prosecutor	\$78,500.00	yearly	1	100%	\$78,500		\$78,500
Jackson County Position		Assistant Prosecutor	\$75,000.00	yearly	1	100%	\$75,000		\$75,000
							\$0		\$0
							\$0		\$0
							\$0		\$0
							\$0		\$0
							\$0		\$0
			Total(s)				\$234,552	\$0	\$234,552
Narrative									

JACKSON COUNTY

Data & Information Analyst will convert information received through investigations and prosecutions and convert it into useable criminal intelligence, maintain the basis data management system and updating it to capture all appropriate data points, creating data maps, other searchable databases and provide necessary information to coordinate with other partners to identify potential crime trends (geographical, crime type, person specific), determine internal efficiencies, and provide recommendations on organizational changes that will help focus resources on cases, programs, and policies that will provide the greatest results in reducing violent crime in Jackson County, spending 100% of this time to the project.

Assistant Prosecutor/Diversion Manager will be responsible for the day-to-day supervision of cases assigned to the New Start Diversion Program, spending 100% of this time to the project.

Assistant Prosecutors will focus on existing and future crime, notably violent crime, reduction efforts within the Jackson County, Prosecutor's Office, spending 100% of this time on the project.

B. Fringe Benefits					
Name		Computation			
<i>List each grant-supported position receiving fringe benefits.</i>		<i>Show the basis for computation.</i>			
	Base	Rate	Total Cost	Non-Federal Contribution	Federal Request
JACKSON COUNTY			\$0		\$0
Data & Information Analyst - FICA	\$40,000.00	7.65%	\$3,060		\$3,060
Data & Information Analyst - Pension	\$40,000.00	11.00%	\$4,400		\$4,400
Data & Information Analyst - Health Insurance	\$40,000.00	22.11%	\$8,842		\$8,842
			\$0		\$0
Assistant Prosecutor - FICA	\$78,500.00	7.65%	\$6,006		\$6,006
Assistant Prosecutor - Pension	\$78,500.00	11.00%	\$8,635		\$8,635
Assistant Prosecutor - Health Insurance	\$78,500.00	23.39%	\$18,362		\$18,362
			\$0		\$0
Assistant Prosecutor - FICA	\$75,000.00	7.65%	\$5,738		\$5,738
Assistant Prosecutor - Pension	\$75,000.00	11.00%	\$8,250		\$8,250
Assistant Prosecutor - Health Insurance	\$75,000.00	9.54%	\$7,155		\$7,155
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0

		Total(s)	\$70,448	\$0	\$70,448
Narrative					
JACKSON COUNTY – FICA = 7.65%; Pension = 11%; Health Insurance = \$368.42 x 24 pay periods (data information analyst); \$765.08 x 24 pay periods (assistant prosecutor); \$298.13 x 24 months (assistant prosecutor)					

G. Subawards (Subgrants)						
Description	Purpose	Consultant?				
Provide a description of the activities to be carried out by subrecipients.	Describe the purpose of the subaward (subgrant)	Is the subaward for a consultant? If yes, use the section below to explain associated travel expenses included in the cost.				
			Total Cost	Non-Federal Contribution	Federal Request	
City of Kansas City	Disparate Grouping for Local JAG Allocation	No	\$315,838		\$315,838	
City of Independence	Disparate Grouping for Local JAG Allocation	No	\$62,360		\$62,360	
City of Grandview	Disparate Grouping for Local JAG Allocation	No	\$15,482		\$15,482	
City of Lee's Summit	Disparate Grouping for Local JAG Allocation	No	\$10,952		\$10,952	
City of Raytown	Disparate Grouping for Local JAG Allocation	No	\$16,525		\$16,525	
			Total(s)	\$0	\$421,157	
Consultant Travel (if necessary)						
Purpose of Travel	Location	Type of Expense	Computation			
Indicate the purpose of each trip or type of trip (training, advisory group meeting)	Indicate the travel destination.	Hotel, airfare, per diem	Compute the cost of each type of expense X the number of people traveling.			
			Cost	Duration or Distance	# of Staff	Federal Request
			Total			
Narrative						

CITY OF KANSAS CITY \$315,838 Senior Administrative Assistant/JAG Coordinator (\$16,147) This position is responsible for creating, planning, implementing, and evaluating a Community Clean-up Program in high crime rate neighborhoods. This position is designed to work with the Office of Citizen Engagement and community neighborhood associations to deter littering and other illegal activities. The program will provide dumpsters for Neighborhood Clean-Ups that are associated with crimes in the area. This position will also oversee the sub-grants that are awarded and ensure that their programs and expenditures are allowable under the grant guidelines. By reviewing performance reporting and reimbursement requests. Client Advocate Supervisor (\$77,784) This position will coordinate with KC NoVA partners to reduce the incidence of violent crime and disorder in the Greater Kansas City, Missouri area through the use of "focused deterrence" approach. Client Advocate (\$51,730) This position will provide victims and those at risk of being targeted by violence access/assistance to social services, safety planning and on-going support in coping with the impact of the victimization. Kansas City Crime Commission (\$150,000) The Second Chance Program Director leads and guides the Second Chance program and fulfills the goals and objectives and accomplishes performance measures. The Second Chance									
H. Procurement Contracts									
Description	Purpose	Consultant?							
<i>Provide a description of the products or services to be procured by contract and an estimate of the costs. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole source procurements in excess of the Simplified Acquisition Threshold (currently \$150,000).</i>	<i>Describe the purpose of the contract</i>	<i>Is the subaward for a consultant? If yes, use the section below to explain associated travel expenses included in the cost.</i>							
			Total Cost	Non-Federal Contribution	Federal Request				
				\$0	\$0				
			Total(s)	\$0	\$0				
Consultant Travel (if necessary)									
Purpose of Travel	Location	Type of Expense		Computation					
<i>Indicate the purpose of each trip or type of trip (training, advisory group meeting)</i>	<i>Indicate the travel destination.</i>	<i>Hotel, airfare, per diem</i>		<i>Compute the cost of each type of expense X the number of people traveling.</i>					
		Cost	Duration or Distance	# of Staff	Total Cost	Non-Federal Contribution	Federal Request		
					\$0	0	\$0		
				Total	\$0	\$0	\$0		
Narrative									

2023 JAG Grant

G. Subawards - \$421,157

CITY OF KANSAS CITY \$315,838

Neighborhood Services Department \$36,324

Personnel (\$16,147)

Senior Administrative Assistant/JAG Coordinator - This position is responsible for creating, planning, implementing, and evaluating a Community Clean-up Program in high crime rate neighborhoods. This position is designed to work with the Office of Citizen Engagement and community neighborhood associations to deter littering and other illegal activities. The program will provide dumpsters for Neighborhood Clean-Ups that are associated with crimes in the area. This position will also oversee the sub-grants that are awarded and ensure that their programs and expenditures are allowable under the grant guidelines. By reviewing performance reporting and reimbursement requests.

#	Description	Cost
1	Senior Admin/JAG Coordinator	\$16,147
	Salary - \$11,298	
	FICA - \$865	
	Pension - \$1,408	
	Insurance - \$2, 576	
	FICA = 7.65%; Pension = 12.24%; Health Insurance = \$214.67 x 12 months	
Total Estimated Expenditure		\$16,147

Dumpsters (\$20,177)

The City of Kansas City, Missouri spends three to four million dollars a year cleaning up garbage and bulk items illegally dumped at the curb and the right of way by landlords when they evict a resident or when resident voluntarily vacates the unit. Neighborhood Services Department will host Community Outreach Clean-up Events.

#	Description	Cost
45	Dumpsters	\$20,177
Total Estimated Expenditure		\$20,177

Health Department \$129,514

The Kansas City, Missouri Health Department participates in the Kansas City No Violence Alliance (KC NoVA), a multi-agency partnership between local law enforcement, public sector, research, and community development organizations dedicated to reducing the incidence of violent crime and disorder in the Greater Kansas City, Missouri area through the use of "focused deterrence" approach. The case workers collaborate closely with law enforcement project leadership, Missouri Probation and Parole, Jackson County Prosecutor's Office and community direct service organizations and agencies to reduce recidivism.

Personnel (\$129,514)

Client Advocate Supervisor - This position will coordinate with KC NoVA partners to reduce the incidence of violent crime and disorder in the Greater Kansas City, Missouri area through the use of "focused deterrence" approach.

Client Advocate - This position will provide victims and those at risk of being targeted by violence access/assistance to social services, safety planning and ongoing support in coping with the impact of the victimization.

#	Description	Cost
1	Client Advocate Supervisor	\$77,784
	Salary - \$63,342	
	Insurance - \$14,442	
	Health Insurance = \$1,203.50 x 12 months	
1	Client Advocate	\$51,730
	Salary - \$51,730	
	Total Estimated Expenditure	\$129,514

Kansas City Crime Commission \$150,000

The Second Chance Program Director leads and guides the Second Chance program and fulfills the goals and objectives and accomplishes performance measures. The Second Chance Program serves a minimum of 150 to 200 "high to medium risk" individuals (all on probation/ parole) in intensive programming, training, and case management, monitored through monthly reports. Second Chance works with the business community, local law enforcement, Missouri Probation & Parole, US Probation Services and other agencies and organizations needed to help create a safe environment for all Kansas City residents per the Crime Commission mission statement. Lastly, Second Chance serves 500 offenders with information, referral, and connections to resources through meetings in the community and at jails/prisons. This information is reported to and tracked by the Second Chance Program Director.

The Adopt-A-Street Coordinator administers, reviews, and evaluates the Adopt-A-Street Program which is a partnership between the City and its merchants and residents. Volunteer groups or individuals agree to adopt an area and take responsibility for keeping the street, sidewalk, and storm drain clean. In return, the city provides free street cleaning supplies, and litter and compostable leaf bag pickup and signage. Reporting and monitoring of the graffiti program occurs six months out of the year and involves monitoring the program and reporting outcomes.

#	Description	Cost
1	Second Chance Program Director <i>salary/fringe benefits</i>	\$79,000
1	Adopt A Street Coordinator <i>salary/fringe benefits</i>	\$54,600
1	Miscellaneous Supplies <i>Signs, installation hardware, trash bags, vests, liter pickers, buckets first aid supplies, gloves, road cones</i>	\$7, 400
1	Vice President/Program Coordinator Salary <i>(6% of \$150,000)</i>	9,000
Total Estimated Expenditure		\$150,000

CITY OF INDEPENDENCE \$62,360

Independence will purchase ruggedized Toughbook mobile computers, docks, power supplies, analyst notebook software and printer to expand current research, community engagement and training capabilities as well as a drug terminator incinerator to dispose of confiscated drugs in a safe and efficient manner.

#	Description	Cost
6	FZ-55FZ4XAM Ruggedized Mobile Computer	\$24,810
6	FZ-VEB551U Desktop	\$2,460
6	551U Desktop	\$450
1	Drug Terminator Incinerator	\$6,010
1	I2 Analyst Notebook software	\$23,635
1	HP DesignJet T1700-44 Postrict Printer	\$4,995
Total Estimated Expenditure		\$62,360

CITY OF GRANDVIEW \$15,482

Grandview will purchase tactical mounted lights to replace equipment that is no longer compatible and fitness equipment to replace aging and outed dated equipment to improve public and officer safety.

#	Description	Cost
45	Weapon Mounted Tactical Lights	\$5,500
1	Treadmill	\$5,000
1	Stationary Bike	\$1,000
1	Vertical Climber	\$3,982
Total Estimated Expenditure		\$15,482

CITY OF LEE'S SUMMIT \$10,952

Lee's Summit will purchase a barrier system to provide privacy to criminal investigators working at crime scenes to quickly establish and collect evidence and a portable x-ray machine for the LDPD Bomb Squad technicians to safely investigate, identify and render safe suspicious packages, etc...

#	Description	Cost
1	SRN Barrier System	\$2,693
1	XRS-MD portable x-ray machine	\$8,259
Total Estimated Expenditure		\$10,952

CITY OF RAYTOWN \$16,525

Raytown will purchase stand-alone ballistic plates to provide officers rifle rated protection at the outset of a critical incident.

#	Description	Cost
485	American Blast Systems Level III Ballistic Plates	\$16,525
Total Estimated Expenditure		\$16,525

Budget Summary

Note: Any errors detected on this page should be fixed on the corresponding Budget Detail tab.

Budget Category	Year 1		Year 2 (if needed)		Year 3 (if needed)		Year 4 (if needed)		Year 5 (if needed)		Total(s)
	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	
A. Personnel	\$234,552	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$234,552
B. Fringe Benefits	\$70,448	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$70,448
C. Travel	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
D. Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
E. Supplies	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
F. Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
G. Subawards (Subgrants)	\$421,157	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$421,157
H. Procurement Contracts	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
I. Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Direct Costs	\$726,157	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$726,157
J. Indirect Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Project Costs	\$726,157	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$726,157
Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training activities? - Y/N											No

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-054 **1R** An ordinance authorizing acceptance of a grant in the amount of \$76,250.00 from the Missouri Department of Transportation for reimbursement of overtime for Occupant Protection Enforcement Programs from October 1, 2024, to September 30, 2025; authorizing future change orders, extensions, amendments, or addendums for additional funding for the same project and making the necessary appropriations. **1R READ**

Recommendations:

The Police Department recommends approving this ordinance.

Background:

The Missouri Department of Transportation, Office of Highway Safety will fund enforcement activities for education and enforcement projects related to traffic problems. This grant award (Project #25-M2HVE-05-004) of \$76,250.00 will fund overtime programs to conduct occupant safety device enforcement as well as the Highway Safety Click It or Ticket and the Child Passenger Safety Campaigns, which target violators who fail to wear seat belts or use child restraint systems during the time period of October 1, 2024, and September 30, 2025.

Emergency Justification:**Fiscal Impact:**

The fiscal impact to the City is \$76,250.00. The Revenue will be deposited in the Grant Fund, account 0154550-5102-OCCP.

Council Action:

**Department /
Contact**

Police Department /

REVIEWERS

Dennea Leap
Michelle Sumstad
Jason Petersen
Adam Dustman
Jeremy Cover

Meagan Borth
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. 2024-2025 Ord -Acceptance of OCCP Grant Contract
2. 2024-2025 OCCP Contract

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING ACCEPTANCE OF A GRANT IN THE AMOUNT OF \$76,250.00 FROM THE MISSOURI DEPARTMENT OF TRANSPORTATION FOR REIMBURSEMENT OF OVERTIME FOR OCCUPANT PROTECTION ENFORCEMENT PROGRAMS FROM OCTOBER 1, 2024, TO SEPTEMBER 30, 2025; AUTHORIZING FUTURE CHANGE ORDERS, EXTENSIONS, AMENDMENTS OR ADDENDUMS FOR ADDITIONAL FUNDING FOR THE SAME PROJECT AND MAKING THE NECESSARY APPROPRIATIONS.

WHEREAS, the City Council of the City of Independence, Missouri, finds it in the best interests of the City to make an effort to create and maintain as safe an atmosphere as possible for the motoring public; and,

WHEREAS, the Missouri Department of Transportation, Highway Safety Division, has offered a grant to the City of Independence for reimbursement of overtime for occupant protection enforcement programs in the amount of Seventy-Six Thousand Two Hundred Fifty and NO/100 Dollars (\$76,250.00) from October 1, 2024, through September 30, 2025; and,

WHEREAS, the City Council does wish to accept this grant and has concluded the grant conditions can be met;

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

SECTION 1. That the City Council hereby directs the City Manager of the City of Independence, Missouri, to accept the grant (Project #25-M2HVE-05-004) from the Missouri Department of Transportation and sign a contract for reimbursement to the City in the amount of Seventy-Six Thousand Two Hundred Fifty and NO/100 Dollars (\$76,250.00) for overtime programs for the Police Department from October 1, 2024, through September 30, 2025, to provide enforcement with an emphasis on occupant safety device violations, a copy of which is attached hereto, incorporated by reference thereto, and made a part hereof as though fully set out herein.

SECTION 2. That appropriations are hereby increased in the 2024-2025 Fiscal Year Grant Fund Police Department Operating Budget in the amount of Seventy-Six Thousand Two Hundred Fifty and NO/100 Dollars (\$76,250.00) from increased Estimated Revenues from a Grant from the Missouri Department of Transportation, Highway Safety Division, for overtime programs for occupant safety device violations enforcement.

SECTION 3. That the City Manager is further authorized to approve future change orders, extensions, amendments, or addendums to this contract without Council approval, for an extension of time for completing the terms of this contract or for the receipt of additional funding for this project, provided there are no changes in the responsibilities to the City and provided each and every such change order, extension, amendment or addendum is approved by the City Manager, does not add more than 90% to the length of the contract or more than 50% to the original funding, is identified as being authorized by this ordinance and a copy is filed with the City Clerk.

SECTION 4. That the City Manager is hereby authorized to increase appropriations by the amount of any increases authorized by change order, extension, amendment or addendum for any

increased funding under the terms of the previous section provided a copy of that action is also provided to the Finance Department.

PASSED THIS _____ DAY OF _____, 2024 , BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

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

ATTEST:

City Clerk

APPROVED - FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

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

Source is: State Grant

Director of Finance and Administration
City of Independence, Missouri

CONTRACT

Form HS-1

Version: 1

05/24/2024

Missouri Department of Transportation
Highway Safety and Traffic Division
P.O. Box 270
830 MoDOT Drive
Jefferson City, MO 65102
Phone: 573-751-4161
Fax: 573-634-5977

Project Title: Occupant Protection Enforcement
Project Number: 25-M2HVE-05-004
Project Category: 405b Low HVE
Program Area: Occupant Protection

Funding Source: 405b / 20.616

Type of Project: Initial

Started: 10/01/2024

Federal Funds Benefiting	
State:	
Local:	\$76,250.00
Total:	\$76,250.00

Source of Funds	
Federal:	\$76,250.00
State:	
Local:	\$0.00
Total:	\$76,250.00

Prepared By
Wilson, Scott

Name of Grantee
Independence Police Dept.

Grantee County
Jackson

Grantee Address
223 N. Memorial Dr.

Independence, MO 64050-2836

Telephone
816-325-7300

Fax
816-325-7316

Contract Period
Effective: 10/01/2024
Through: 09/30/2025

Subrecipient Authorizing Official

Date

Subrecipient Project Director

Date

MHTC Authorizing Official

Date

It is mutually agreed by the parties executing this contract to the following: the reimbursable costs shall not exceed the **total obligated amount of \$76,250.00**; the recipient of funds shall proceed with the implementation of the program as detailed in attached forms (which become part of this agreement) and shall adhere to conditions specified in attachments (which become part of this agreement); all Federal and State of Missouri laws and regulations are applicable and any addendums or conditions thereto shall be binding; any facilities and/or equipment acquired in the connection with this agreement shall be used and maintained for highway safety purposes; the recipient of funds must comply with the Title VI of the Civil Rights Act of 1964, and the Federal Funds from other sources, excluding Federal Revenue Sharing Funds, will not be used to match the Federal funds obligated to this project.

IN ORDER TO RECEIVE FEDERAL FUNDING, THE SUBRECIPIENT AGREES TO COMPLY WITH THE FOLLOWING CONDITIONS IN ADDITION TO THOSE OUTLINED IN THE NARRATIVE OF THE CONTRACT.

I. RELATIONSHIP

The relationship of the Subrecipient to the Missouri Highways and Transportation Commission (MHTC) shall be that of an independent contractor, not that of a joint enterpriser. The Subrecipient shall have no authority to bind the MHTC for any obligation or expense without the express prior written approval of the MHTC. This agreement is made for the sole benefit of the parties hereto and nothing in the Agreement shall be construed to give any rights or benefits to anyone other than the MHTC and the Subrecipient.

II. GENERAL REQUIREMENTS

The State and each subrecipient will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4 - Highway Safety Act of 1966, as amended
- Sec. 1906, Pub. L. 109-59, as amended by Sec. 25024, Pub. L. 117-58
- 23 CFR part 1300 - Uniform Procedures for State Highway Safety Grant Programs
- 2 CFR part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 2 CFR part 1201 - Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

III. INTERGOVERNMENTAL REVIEW OF FEDERAL PROGRAMS

The State has submitted appropriate documentation for review to the single point of contact designated by the Governor to review Federal programs, as required by Executive Order 12372 (Intergovernmental Review of Federal Programs).

IV. EQUIPMENT AND SOFTWARE

A. PROCUREMENT: Subrecipient's may adhere to its own procurement regulations and procedures which reflect applicable state/local laws, rules, and regulations provided such regulations and procedures adhere to the following State's procurement regulations and procedures:

1. Have a process in place to ensure that contracts are not awarded to contractors or individuals on a federal and/or state debarment list.
2. All procurement transactions whether negotiated or competitively bid and without regard to dollar value shall be conducted in a manner so as to provide maximum open and free competition.
3. All quotations and the rationale behind the selection of a source of supply must be retained, attached to the purchase order copy (as applicable), and placed in the accounting files.
4. Purchases to a single vendor estimated to total less than \$10,000 may be purchased with prudence on the open market.
5. Purchases to a single vendor estimated to total \$10,000 or more but less than \$100,000 must be competitively bid, or purchased through use of a state cooperative procurement, but need not be solicited by mail or advertisement.
6. Purchases to a single vendor estimated to total \$100,000 or more must:
 1. be advertised for bid in at least two daily newspapers of general circulation in such places as are most likely to reach prospective bidders (and may advertise in at least two weekly minority newspapers and may provide such information through an electronic medium available to the general public) at least five days before bids for such purchases are to be opened;
 2. post a notice of the proposed purchase in a public area of the Subrecipient's office ; and
 3. solicit bids by mail or other reasonable methods generally available to the public from prospective suppliers.
7. Subrecipients will make a good faith effort to utilize minority and women owned businesses within resource capabilities when procuring goods and services, and that all necessary affirmative steps are taken to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible (2 CFR PART 200.322)
8. Subrecipients will make every effort to purchase equipment as early in the fiscal year as possible . Equipment purchased late in the fiscal year risks not being reimbursed unless extenuating circumstances are encountered (i.e. supply chain shortages).

B. DISPOSITION: The Subrecipient shall make written request to the MHTC for instructions on the proper disposition of all items of equipment provided under the terms of this contract with a cost of \$5,000 or more. The MHTC will notify the subrecipient when an item of original cost of \$5,000 or more (and tracked by the MHTC as inventory) is no longer being

tracked and may be disposed of. Subrecipient must keep and maintain equipment with a cost of under \$5,000 until it is no longer useful for its originally intended purpose.

C. REPLACEMENT: No equipment may be funded on a replacement basis. Participation in equipment and manpower projects must be in addition to the Subrecipient's previous twelve months authorized strength.

V. FISCAL RESPONSIBILITY

- A. MAINTENANCE OF RECORDS:** The Subrecipient agrees that the Commission and/or its designees or representatives shall have access to all records related to the grant. The Subrecipient further agrees that the Missouri Department of Transportation (MoDOT) Highway Safety and Traffic (HS) Division, the National Highway Traffic Safety Administration (NHTSA), the Federal Highway Administration (FHWA) and/or any Federal audit agency with jurisdiction over this program and the Auditor of the State of Missouri or any of their duly authorized representatives may have access, for purpose of audit and examinations, to any books, documents, papers or records maintained by the Subrecipient pertaining to this contract and further agrees to maintain such books and records for a period of three (3) years following date of final payments.
- B. REIMBURSEMENT VOUCHER, SUPPORTING DOCUMENTATION AND PAYMENT SCHEDULE:** The MHTC agrees to reimburse the Subrecipient for accomplishment of all authorized activities performed under this contract. Reimbursement proceedings will be initiated upon the receipt of a claim voucher and supporting documentation from the Subrecipient, as required by the MHTC. The voucher must reflect actual costs and work accomplished during the project period, to be submitted on the appropriate MHTC certified payroll form or in a format approved by the MHTC, and shall include project number, project period, hours worked, rate of pay, any other allowable expenditures, and must be signed by the person preparing the voucher and the project director or authorizing official. Vouchers should be received by the MHTC within ten (10) working days from the date of the authorizing official/project director's signature. Subrecipient should report monthly, or at least quarterly, to MHTC using the online Grant Management System. For projects where salaried positions are awarded, claim voucher and activity reports must be submitted *monthly*. Subrecipient must ensure complete, accurate and final voucher and supporting documentation is received by the MHTC no later than November 15, which is after the end of the Federal fiscal year for which the final voucher pertains. Final payment is contingent upon receipt of the complete, accurate and final voucher.
- C. ACCOUNTING:** The Subrecipient shall maintain all documentation in file for audit review; failure to provide supporting documentation at the time of audit could result in questioned costs. The Subrecipient must document the following: (1) Receipt of federal funds, (2) date and amount paid to employees, (3) employee's timesheet (regular hours and overtime hours). Documentation shall be kept available for inspection for representatives of the MHTC for a period of three years following date of final payments. Copies of such records shall be made available upon request.
- D. OMB AUDIT:** A subrecipient that expends \$750,000 or more during the subrecipient's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of 2 CFR §200.501. A copy of the Audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. A subrecipient that expends less than \$750,000 during the subrecipient's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO). Failure to furnish an acceptable audit may be basis for refunding federal funds to the MHTC. Cost records and accounts pertaining to the work covered by this contract shall be kept available for inspection for representatives of the MHTC for a period of three (3) years following date of final payments. Copies of such records shall be made available upon request.

VI. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

The State will comply with FFATA guidance, OMB Guidance on FFATA Subaward and Executive Compensation Reporting, August 27, 2010,

(https://www.fsrs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf) by reporting to FSRS.gov for each sub-grant awarded:

- A.** Name of the entity receiving the award;
- B.** Amount of the award;
- C.** Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance (or "Assistance Listings") number (where applicable), program source;

- D. Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
- E. Unique entity identifier (generated by *SAM.gov*);
- F. The names and total compensation of the five most highly compensated officers of the entity if :
 - A. the entity in the preceding fiscal year received-
 - a. 80 percent or more of its annual gross revenues in Federal awards;
 - b. \$25,000,000 or more in annual gross revenues from Federal awards; and
 - B. the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;
- G. Other relevant information specified by OMB guidance.

VII. TERMINATION

If, through any cause, the Subrecipient shall fail to fulfill in timely and proper manner its obligation under this contract, or if the Subrecipient shall violate any of the covenants, agreements or stipulations of this contract, the MHTC shall thereupon have the right to terminate this contract and withhold further payment of any kind by giving written notice to the Subrecipient of such termination and specifying the effective date thereof, at least thirty (30) days before such date. The MHTC shall be the sole arbitrator of whether the Subrecipient or its subcontractor is performing its work in a proper manner with reference to the quality of work performed by the Subrecipient -or its subcontractor under the provisions of this contract, if an award no longer effectuates the program goals or MHTC priorities. The Subrecipient and the MHTC further agree that this contract may be terminated by either party by giving written notice of such termination and specifying the effective date thereof, at least thirty (30) days before such date, and in the case of partial termination the portion of the award to be terminated.

VIII. NONDISCRIMINATION

(Applies to subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- **49 CFR part 21** (entitled Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964); **28 CFR 50.3** (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.*), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);

- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR at 74087 to 74100);
- **Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government** (advancing equity across the Federal Government); and
- **Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation** (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA."

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

- A. The Recipient agrees that each "activity," "facility," or "program," as defined in § 21.23(b) and (e) of 49 CFR part 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
- B. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
"The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."
- C. The Recipient will insert the clauses of appendix A and E of DOT Order 1050.2A in every contract or agreement subject to the Acts and the Regulations.
- D. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
- E. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
- F. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.

CONTRACT CONDITIONS - PAGE 6

- G. That the Recipient will include the clauses set forth in appendix C and appendix D of DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - 1. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - 2. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- H. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - 1. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - 2. the period during which the Recipient retains ownership or possession of the property.
- I. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
- J. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

IX. **STATUTORY AND REGULATORY REQUIREMENTS**

A. **COMPLIANCE:** The Subrecipient must comply with the following Statutes or Rules:

- 1. Peace Officer Standards and Training (P.O.S.T.) Chapter 590 RSMo Department of Public Safety (DPS) certification of peace officers
- 2. Crash Reporting Chapter 43.250 RSMo - Law enforcement officers to file all crash reports with Missouri State Highway Patrol (MSHP).
- 3. Uniform Crime Reporting Chapter 43.505 RSMo - Crime incident reports shall be submitted to DPS on forms or in format prescribed by DPS.
- 4. Racial Profiling Chapter 590.650 RSMo - Law enforcement agency to file a report to the Attorney General each calendar year.
- 5. US DOT AND OMB REGULATIONS: The Subrecipient shall comply with all requirements of 2 CFR Parts 200 and 1201.

- X. **PRODUCTION & DEVELOPMENT COSTS** Items produced with federal funds are within the public domain and are not bound by copyright restrictions. All items produced with federal funds, in whole or in part, must acknowledge this by clearly indicating that MoDOT Highway Safety and Traffic funding supported this effort. Examples may include, but are not limited to, print materials; audio/video productions; and training aides such as curricula or workbooks. Any materials developed under this contract must be submitted to the MHTC for approval prior to final print and distribution. Copies of all final products are to be provided to the MHTC. The MHTC has the right to reproduce and distribute materials as the MHTC deems appropriate.

- XI. **INDEMNIFICATION** Option 1 below only applies to State agencies, Cities, Counties and other political subdivisions or political corporations of the State of Missouri. Option 2 applies to all other entities (e.g. non-profit, private institutions).

OPTION 1:

- A. To the extent allowed or imposed by law, the Subrecipient shall defend, indemnify and hold harmless the MHTC, including its members and MoDOT employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Subrecipient's wrongful or negligent performance of its obligations under this Agreement. The Subrecipient may satisfy this requirement utilizing a self-funded program.
- B. The Subrecipient will require any contractor procured by the Subrecipient to work under this Agreement :
 - 1. To obtain a no cost permit from the MHTC's district engineer prior to working on the MHTC's right-of-way, which shall be signed by an authorized contractor representative (a permit from the MHTC's district engineer will not be required for work outside of the MHTC's right-of-way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the MHTC, and the MoDOT and its employees, as additional named insured's in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.
- C. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

OPTION 2:

The Subrecipient shall defend, indemnify and hold harmless the MHTC, including its members and the MoDOT employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Subrecipient's performance of its obligations under this Agreement.

- XII. **AMENDMENTS** The Budget Proposal within this Agreement may be revised by the Subrecipient and the MHTC subject to the MHTC's approval without a signed amendment as long as the total contract amount is not altered and /or the intended scope of the project does not change. Prior to any revision being made to the Budget Proposal, Subrecipient shall submit a written or email request to the MHTC requesting the change. Any other change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Subrecipient and the MHTC. All final modification requests must be submitted no later than September 30 of the project fiscal year.
- XIII. **MHTC REPRESENTATIVE** The MoDOT Highway Safety and Traffic Division Director is designated as the MHTC's representative for the purpose of administering the provisions of this Agreement. The MHTC's representative may designate by written notice other persons having the authority to act on behalf of the MHTC in furtherance of the performance of this Agreement.
- XIV. **ASSIGNMENT** The Subrecipient shall not assign, transfer, or delegate any interest in this Agreement without the prior written consent of the MHTC.
- XV. **LAWS OF MISSOURI TO GOVERN** This Agreement shall be construed according to the laws of the State of Missouri. The Subrecipient shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.
- XVI. **VENUE** It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.
- XVII. **SECTION HEADINGS** All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.
- XVIII. **NONSEGREGATED FACILITIES** (Applicable to contracts over \$10,000) Subrecipient and its subcontractors, suppliers and vendors, should meet Federal requirements regarding nonsegregated facilities.

XIX. FUNDING ORIGINATION AND AUDIT INFORMATION

The MHTC funds the following NHTSA program areas:

<u>Section</u>	<u>Assistance Listing #</u>	<u>Program Title</u>
402	20.600	State and Community Highway Safety Programs
154	20.607	Alcohol Open Container Requirements
405b	20.616	National Priority Safety Programs
405c	20.616	National Priority Safety Programs
405d	20.616	National Priority Safety Programs
405e	20.616	National Priority Safety Programs
405f	20.616	National Priority Safety Programs
405g	20.616	National Priority Safety Programs
405h	20.616	National Priority Safety Programs
405i	20.616	National Priority Safety Programs

XX. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

(Applies to subrecipients as well as States)

The State will provide a drug-free workplace by:

- A.** Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- B.** Establishing a drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace.
 2. The Subrecipient's policy of maintaining a drug-free workplace.
 3. Any available drug counseling, rehabilitation, and employee assistance programs.
 4. The penalties that may be imposed upon employees for drug violations occurring in the workplace.
 5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (A).
- C.** Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the grant, the employee will:
 - a. Abide by the terms of the statement.
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- D.** Notifying the agency within ten days after receiving notice under subparagraph (C)(b) from an employee or otherwise receiving actual notice of such conviction.
- E.** Taking one of the following actions, within 30 days of receiving notice under subparagraph (C)(b), with respect to any employee who is so convicted:
 - a. Taking appropriate personnel action against such an employee, up to and including termination.
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- F.** Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

XXI. POLITICAL ACTIVITY (HATCH ACT)

(Applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XXII. CERTIFICATION REGARDING FEDERAL LOBBYING

(Applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

XXIII. RESTRICTION ON STATE LOBBYING

(Applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

XXIV. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(Applies to subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1200.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

- D. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction*, *debarment*, *suspension*, *ineligible*, *lower tier*, *participant*, *person*, *primary tier*, *principal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of 2 CFR Part 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph F of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions:

- 1. The prospective primary tier participant certifies to the best of its knowledge and belief, that its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining , attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- 2. Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1200.

- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph E of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XXV. BUY AMERICA ACT

(Applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase only steel, iron and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the

cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

All items purchased must be compliant with the National Highway Traffic Safety Administration (NHTSA) interpretation of the Buy America Act including, but not limited to:

1. Items valued over \$5,000 per unit must be manufactured or assembled in the United States of America, or as allowed by a current Buy America Act waiver issued by the NHTSA;
2. All vehicles, motorcycles, trailers, and other similar conveyances must be manufactured or assembled in the United States of America regardless of cost.

<https://www.nhtsa.gov/sites/nhtsa.gov/files/buy-america-act-revised-11202015.pdf>

Furthermore, the State and each subrecipient will follow the guidelines of 2 C.F.R. § 200.322, Domestic Preferences for Procurements. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States.

XXVI. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE
(Applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

XXVII. POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Subrecipient is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

XXVIII. POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or -rented vehicles, Government-owned, leased or rented vehicles, or privately-owned when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

XXIX. PARTICIPATION IN HIGHWAY SAFETY PARTNERSHIPS

All subrecipients are strongly encouraged to participate in Highway Safety sponsored functions including, but not limited to, Missouri Coalition for Roadway Safety regional meetings, applicable subcommittees and conferences; working groups; dedicated enforcement workshops; and grant application and contract award workshops. Subrecipient agencies with positions that are funded via Highway Safety grants are expected to participate (or send a representative) in the above functions as much as possible.

XXX. PROHIBITION ON TELECOMMUNICATIONS AND VIDEO SURVEILLANCE

The National Defense Authorization Act of Fiscal Year 2019 (Pub. L. 115-232) prohibits Federal grant funds from being obligated or expended to procure or obtain (or to enter into, extend, or renew a contract to procure or obtain) certain covered telecommunications equipment, services, or systems. States and subrecipients should refer to the Super Circular for more information on what equipment and companies this prohibition covers.

Equipment regularly purchased under NHTSA grants that may be subject to this provision could include : mobile phones, landlines, and the internet. Note that this provision prohibits purchasing these (and other) items produced by certain companies; items produced by non-prohibited companies are still potentially allowable.

XXXI. CERTIFICATION ON CONFLICT OF INTEREST

(Applies to subrecipients as well as States)

General Requirements

No employee, officer or agent of a State or its subrecipient who is authorized in an official capacity to negotiate , make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

- A.** The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
 - 1.** The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
 - 2.** The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.
- B.** The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

Disclosure Requirements

No State or its subrecipient, including its officers, employees or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

- A.** The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
- B.** NHTSA will review the disclosure and may require additional relevant information from the recipient . If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict .
- C.** Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization .

CONTRACT REQUIREMENTS

THE FOLLOWING REQUIREMENTS ONLY APPLY TO CONTRACTS THAT INCLUDE TRAINING

Subrecipients offering the MHTC-funded courses must adhere to the following standard elements required for training contracts:

- A. A course schedule must be presented to the MHTC program coordinator prior to the proposed training. The schedule should include: title of course; date(s); time; exact location; and agenda. Any changes to the course schedule must have prior approval from the MHTC.
- B. Each student must complete a survey form at the completion of the workshop/training. The survey will ask a series of questions concerning adequacy of: training received; instructor's presentation; training facility/location; and worth of the training.
- C. The Subrecipient must provide a sign-up sheet for every class when submitting a reimbursement request for the course (a typed list of everyone who registered is not acceptable). The sign-up sheet must capture the following information:
 - 1. Title of the class
 - 2. Date(s) and location of class
 - 3. Printed Name and signature of attendees (unless otherwise prohibited)
 - 4. Name of agency/organization of each attendee
- D. To ensure cost effectiveness, every effort should be made to enroll a minimum of fifteen (15) students per class. If the minimum number of students cannot be ensured, the subrecipient should contact the MHTC Highway Safety Office to seek approval to proceed with the class.
- E. Copies of the student evaluations, number of students enrolled/number of students attending, agenda/syllabus/curriculum, and participant sign-up sheets must be retained in Subrecipient's files after the training has been conducted and available for MHTC review upon request.

THE FOLLOWING REQUIREMENTS APPLY TO LAW ENFORCEMENT AGENCIES ONLY

A. PROBLEM IDENTIFICATION

Subrecipient must develop a selected traffic enforcement plan by evaluating crash data involving fatal, disabling and moderate injuries. This will be done on an annual basis to determine the highest crash locations, to include: month of year, day of week, time of day, and causation factors. This plan must be used to determine locations utilized in site selection for conducting enforcement efforts. Any changes to the enforcement plan must be made in writing to the MHTC project coordinator in advance of enforcement efforts.

B. PROJECT ACTIVITIES

- 1. Enforcement activities by the Subrecipient must remain at the current level. Enforcement efforts provided by this contract must be in addition to current enforcement activities.
- 2. Officers will be permitted to issue multiple citations and/or written warnings to drivers who have committed several violations.
- 3. High visibility enforcement is a key strategy to reducing traffic crashes; therefore, law enforcement officers working overtime projects are strongly encouraged to make at least three (3) contacts per hour when conducting an enforcement project.
- 4. Subrecipient is expected to participate in associated national or state mobilization efforts in conjunction with, or at the direction of, the Highway Safety and Traffic Division. These mobilizations include, but are not limited to: Click It or Ticket campaign, Drive Sober or Get Pulled Over campaign, Youth Seat Belt enforcement campaign, Holiday Impaired Driving campaign, and quarterly enforcement efforts. Mobilization reporting efforts shall be completed using the online mobilization reporting form located at: <https://mobilization.rejis.org>.
- 5. Only law enforcement work performed by a duly licensed, Peace Officer Standards and Training (POST) certified law enforcement officer will be reimbursed.
- 6. The Subrecipient will not be eligible for reimbursement for any individual law enforcement officer working under this grant in excess of 40 hours for any two week pay period. The Subrecipient will not be eligible for reimbursement for any individual law enforcement officer working under this grant where said officer is claiming to have worked as a law enforcement officer for more than 16 hours in any 24 hour period.

C. PARTNERSHIPS

Law Enforcement agencies are strongly encouraged to participate in the Law Enforcement Traffic Safety Advisory Council (LETSAC) and attend the annual conference. Agencies located within the metropolitan areas of St. Louis or Kansas City should participate in Operation Impact or Operation Gateway (traffic safety task forces).

D. ALLOWABLE COSTS

Full-time, part-time and reserve officers are eligible to participate in overtime enforcement projects. Part-time and reserve officers must have the same authority as a full-time permanent officer. MHTC will reimburse Subrecipient at officer's standard rate of pay in accordance with Subrecipient policies and procedures regarding standard rate of pay and overtime rate of pay. The Subrecipient will not be reimbursed at the overtime rate for work that according to Subrecipient's own policies and procedures does not constitute overtime. Non-POST certified personnel may be allowed, at the sole discretion of MHTC, in a support/administrative role.

Exceptions to allowable costs may be made with prior written permission of the MHTC.

E. DRUNK DRIVING ENFORCEMENT PROJECTS

1. Those officers conducting standardized field sobriety testing must have 24 hours of Standardized Field Sobriety Test training to participate in grant funded enforcement efforts.
2. Agency should participate in quarterly enforcement efforts and the national impaired driving crackdowns held annually.

F. SOBRIETY CHECKPOINTS

Unless otherwise prohibited by state statute or appropriation,

1. The MHTC will fund enforcement agencies to conduct sobriety checkpoints in accordance with standards outlined in the Sobriety Checkpoint Reference Manual and the Sobriety Checkpoint Supervisor Training program.
2. Sobriety checkpoint enforcement efforts must be coupled with appropriate public information efforts to increase the perceived risk of arrest and to enhance the actual risk of arrest.
3. Enforcement statistics and the agency's sobriety checkpoint operations plan must be submitted with reimbursement vouchers.

G. PURSUIT POLICIES

Law enforcement agencies are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect. (23 U.S.C. 402(j))

PROBLEM IDENTIFICATION

During 2017-2021, 64.9% of drivers and occupants killed in crashes in Missouri were unrestrained. The percent of unrestrained teens killed is even higher at 71.6% while pickup truck drivers and occupants are even higher yet at 76.6%.

Missouri's observed seat belt use rate of 88.9% in 2022 is below the national average of 91.6%. Teen seat belt use is of particular concern coming in at just 71.8%, approximately 17% lower than the state average. Furthermore, seat belt use remains lowest amongst males, on non-highways, and in rural areas, particularly southeast and northeast Missouri. If everyone in Missouri buckled up, an estimated 250 lives would be saved each year.

From 2020-2022, Independence experienced 6,644 crashes, of which 207 were serious injury crashes and 54 were fatality crashes. It was determined that seat belts or appropriate safety seats were not used in 448 of those crashes. Among these crashes, twenty-one (21) resulted in fatal injuries. Of the 448 crashes, forty-two (42) reported disabling injuries sustained.

The following shows where Independence ranks compared to other cities in Missouri for unbuckled fatalities and serious injury crashes:

Unbuckled Crashes : 4th in the state
Unbuckled Fatalities: 4th in the state
Unbuckled Serious Injuries: 4th in the state

The top four crash locations in Independence are MO-291 at Gudgell St, MO-291 and Frontage Rd, MO-291 and Salisbury Rd, and MO-291 at E. 23rd Street.

GOALS/OBJECTIVES

Core Performance Measure Goal:

Based on a goal of 0 fatalities by 2030, Missouri is setting a five-year average unrestrained fatality target of 324.4 by December 31, 2026.

Other Performance Measure Goal:

Missouri's goal is to increase statewide observed seat belt use of front seat outboard occupants in passenger vehicles 1 percentage point annually from the 2022 calendar base year rate of 88.9% to 93.0% by December 31, 2026.

Project Goals:

- Participate in national "Click It or Ticket" campaign;
- Participate in quarterly occupant protection enforcement campaigns;
- Develop and implement an enforcement plan that will focus on non use of occupant protection devices as required by state statute or local ordinance.

PROJECT DESCRIPTION

Independence has an established primary seat belt ordinance. Officers will work alone and in teams with enforcement efforts targeting major roadways. Officers will monitor traffic and make contact with observed traffic violators with emphasis on occupant safety devices. There will be zero tolerance for seat belt violations and child restraint violations. We will also participate in the Click-it or Ticket (CIOT) and Child Passenger Safety (CPS) enforcement mobilizations.

SUPPLEMENTAL INFORMATION

<u>Question</u>	<u>Answer</u>
You must answer the following questions.	
1 Does your agency have and enforce an internal safety belt policy for all personnel?	Yes
2 Does your agency have and enforce a policy restricting cell phone use while driving?	Yes
3 Does your agency report racial profiling data annually?	Yes
4 Does your agency report to MOCARS?	Yes
5 Does your agency report MIBRS information annually?	Yes
6 Please explain any NO answer(s) to questions 1-5:	
7 Have any of your officers/personnel been debarred and are therefore not eligible to receive federal funds for reimbursement of salary, fringe benefits, or overtime?	No
8 Does your agency have adequate manpower to fully expend the funds requested in this application?	Yes
9 If NO, please explain.	
10 Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes?	No
11 If YES, please explain.	
12 Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years?	No
13 If YES, please explain.	
14 If your agency received Highway Safety grant funding in the last three (3) fiscal years and there were unexpended balances, please explain why.	
Grant activities were suspended for a time during the initial stages of the COVID-19 pandemic. Personnel were also temporarily reassigned from traffic assignments to supplement patrol. They continued to engage in grant enforcement efforts but their normal work schedules were altered.	
15 Did your political entity receive more than 80% of its annual gross revenues in Federal Awards in your preceding fiscal year?	No
16 Did your political entity receive \$25,000,000 or more in Federal Awards in your preceding fiscal year?	No
17 If you answered NO to either question 15 and 16, DO NOT answer this question. If you answered YES to both question 15 and 16, and the public does not have access to this information, list the names and compensation amounts of the five most highly compensated employees in your business or organization (the legal entity to which the UEI number it provided belongs).	

Please use the most current 12-months of data available for answering questions 18-23. INCLUDE ALL OF YOUR AGENCY'S STATISTICS, NOT JUST THOSE ISSUED DURING GRANT ACTIVITY.

18	Total number of DWI violations written by your agency.	393
19	Total number of speeding citations written by your agency.	6616
20	Total number of HMV citations written by your agency.	8644
21	Total number of child safety/booster seat citations written by your agency.	46
22	Total number of safety belt citations written by your agency.	935
23	Total number of warnings issued.	628

Use the most current three years crash data from the Missouri State Highway Patrol (MSHP) or your internal record management system for questions 24-34.

24	Total number of traffic crashes.	6644
25	Total number of traffic crashes resulting in a fatality.	54
26	Total number of traffic crashes resulting in a serious injury.	207
27	Total number of speed-related traffic crashes.	1005
28	Total number of speed-related traffic crashes resulting in a fatality.	27
29	Total number of speed-related traffic crashes resulting in a serious injury.	69
30	Total number of alcohol-related traffic crashes.	349
31	Total number of alcohol-related traffic crashes resulting in a fatality.	10
32	Total number of alcohol-related traffic crashes resulting in a serious injury.	33
33	Total number of unbuckled fatalities.	21
34	Total number of unbuckled serious injuries.	42

Enter your agency's information below.

35	Total number of commissioned law enforcement officers.	230
36	Total number of commissioned patrol and traffic officers.	100
37	Total number of commissioned law enforcement officers available for overtime enforcement.	207
38	Total number of vehicles available for enforcement.	50
39	Total number of radars/lasers.	46

- 40 Total number of in-car video cameras. 70
- 41 Total number of PBTs and/or oral fluid testing devices. Please indicate the number of each type of instrument.
- PBTs - 11
SoToxa Oral Fluid Device - 1
- 42 Total number of Breath Instruments. 3
- The following information explains the strategies your agency will use to address the traffic crash problem . This information is considered to be the Project Description and should be specific to the crash problem.
- 43 Identify primary enforcement locations.
- Major roadways including I-70, I-470, MO 291, MO 78, MO 12, US 24 Hwy, US 40 Hwy, Sterling Ave, Crysler Ave, Noland Rd, Lee's Summit Rd, Truman Rd, 23rd St, 35th St, 39th St.
- 44 Enter the number of enforcement periods your agency will conduct each month. 10
- 45 Enter the months in which enforcement will be conducted.
- All months of the fiscal year.
- 46 Enter the days of the week in which enforcement will be conducted.
- All days of the week.
- 47 Enter the time of day in which enforcement will be conducted.
- 5:00 AM to 10:00 PM
- 48 Enter the number of officers assigned during the enforcement period. 16
- 49 If equipment or supplies are requested to conduct this project, explain below why it is needed and how it will be used.

PROJECT EVALUATION

The MHTC will administratively evaluate this project. Evaluation will be based, at a minimum, upon the following:

1. Law enforcement compliance with state UCR, Racial Profiling, and MOCARS reporting requirements (law enforcement contracts only)
2. Timely submission of monthly reimbursement vouchers and appropriate documentation to support reimbursement for expenditures (i.e., personal services, equipment, materials)
3. Timely submission of periodic reports (i.e., monthly, quarterly) as required
4. Timely submission of the Year End Report of activity (due within 30 days after contract completion date)
5. Attaining the Goals set forth in this contract
6. Accomplishing the Objectives* established to meet the project Goals, such as:
 - Enforcement activities (planned activities compared with actual activities)
 - Programs (number and success of programs held compared to planned programs, evaluations if available)
 - Training (actual vs. anticipated enrollment, student evaluations of the class, student test scores on course examinations, location of classes, class cancellation information)
 - Equipment purchases (timely purchase of equipment utilized to support and enhance the traffic safety effort ; documentation of equipment use and frequency of use)
 - Public awareness activities (media releases, promotion events, or education materials produced or purchased)
 - Other (any other information or material that supports the Objectives)
7. The project will be evaluated by the Highway Safety and Traffic Division through annual crash analysis

Evaluation results will be used to determine:

- The success of this type of activity in general and this particular project specifically ;
- Whether similar activities should be supported in the future; and
- Whether grantee will receive funding for future projects

Evaluation results will be used to determine:

- The success of this type of activity in general and this particular project specifically ;
- Whether similar activities should be supported in the future; and
- Whether grantee will receive funding for future projects.

Annual crash statistics will be analyzed to determine impact of this project.

ADDITIONAL FUNDING SOURCES

N/A

BUDGET

Category	Item	Description	Quantity	Cost	Total	Local	Total Requested
Personnel							
	Overtime and/or Fringe	Occupant Protection Enforcement (Including Officers, and Administrative Personnel).	530.00	\$125.00	\$66,250.00	\$0.00	\$66,250.00
	Overtime and/or Fringe	Highway Safety Enforcement Campaigns (CIOT/Youth Seatbelt/CPS)	80.00	\$125.00	\$10,000.00	\$0.00	\$10,000.00
					\$76,250.00	\$0.00	\$76,250.00
Total Contract					\$76,250.00	\$0.00	\$76,250.00

ATTACHMENTS

<u>Document Type</u>	<u>Description</u>	<u>Original File Name</u>	<u>Date Added</u>
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City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-055 **1R** An ordinance finding, determining, and declaring the necessity of acquiring general utility easements and temporary construction easements for the 24 HWY Improvement Steel Pole Installation Project (Project No. 500000835); 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. **1R READ**

Recommendations:

Council approval is recommended.

Background:

Approval of this ordinance will allow City Staff to proceed with easement acquisitions necessary for the installation of 8 steel power poles along US 24 Highway from Grand Avenue to N. Dodgion Street.

Emergency Justification:**Fiscal Impact:**

The fiscal impact to the City is estimated at \$80,000. Funding for the 24 Highway Improvement Steel Pole Installation is included in the 2022-23 adopted budget, page 243, Capital Improvements, capital project account number 0207020-5406-202206-C, T&D Road Improvement Projects, IPL Fund 020.

Council Action:

Department / Contact	Municipal Services /
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REVIEWERS

Lisa Reynolds
Jeremy Cover
Meagan Borth
Zachary Walker

Susanne Holland

ATTACHMENTS:

1. 24 HWY Improvement Steel Pole Installation Ordinance

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE FINDING, DETERMINING, AND DECLARING THE NECESSITY OF ACQUIRING GENERAL UTILITY EASEMENTS AND TEMPORARY CONSTRUCTION EASEMENTS FOR THE 24 HWY IMPROVEMENT STEEL POLE INSTALLATION PROJECT (PROJECT NO. 500000835); 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 & temporary construction easements in accordance with the plans and specifications as approved for construction, operation and maintenance of 24 Hwy Improvement Steel Pole Installation Project (No. 500000835), 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 24 Hwy & River Improvement Steel Pole Installation Project (No. 500000835) for the City of Independence, Missouri, to acquire by purchase or eminent domain proceedings temporary construction grading easements, general utility easements, and right of way for such public improvements, including, but not limited to, the right to construct curbs, drives, trails, sidewalks and storm sewers, together with all appurtenances thereunto belonging along, over, under, upon, across and through the following described tracts of land, all of which are situated in Independence, Jackson County, Missouri; to wit:

Tract 1

GENERAL UTILITY EASEMENT

A General Utility Easement located in part of Lot 2, Block 1, Kelly Heights, a subdivision of land as recorded at the Jackson County, Missouri Recorder of Deeds office and being in the City

of Independence, Jackson County, Missouri, being more particularly described as follows: Commencing at the Northeast corner of the Northwest Quarter of Section 2, Township 49 North Range 32 West; thence along the North line of said Northwest Quarter, North 86°45 '44" West, 274.42 feet to the intersection of said North Line and the Northerly Prolongation of the East Right-of-Way line of North Lynn Street, as now established,· thence along said Northerly prolongation, South 01°54'13" West, 33.97 feet to the intersection of said East Right-of-way line and the South Right-of-way line of US 24 Highway, as now established and described in the Report of Commissioners Case No. 2316-CV02463 filed in Division 16 on June 29, 2023, the Point of Beginning,·

Thence from the Point of Beginning along said South Right-of-Way line, North 78°41 '37" East, 3.79 feet; thence continuing along said South Right-of-Way line, South 86°01 '29" East, 11.31 feet; thence leaving said South Right-of-Way line, South 01°54 'J 3" West, 15.01 feet,· thence North 86°01 '29" West, 15.01 feet to a point on said East Right-of-Way line,· thence along said East Right-of-Way line, North OJ 054'J 3" East, 14.01 feet to the Point of Beginning.

The above easement contains 223 square feet, more or less.

TEMPORARY CONSTRUCTION EASEMENT

A Temporary Construction Easement located in part of Lots 2 and 3, Block 1, Kelly Heights, a subdivision of land as recorded at the Jackson County, Missouri Recorder of Deeds office and being in the City of Independence, Jackson County, Missouri, being more particularly described as follows: Commencing at the Northeast corner of the Northwest Quarter of Section 2, Township 49 North Range 32 West; thence along the North line of said Northwest Quarter, North 86°45 '44" West, 274.42 feet, to the intersection of said North Line and the Northerly Prolongation of the East Right-of-Way line of North Lynn Street, as now established,· thence along said Northerly prolongation, South OJ 054'] 3" West, 47.98 feet, to a point on said East Right-of-way line, the Point of Beginning.

Thence from the Point of Beginning, leaving said East Right-of-Way line, South 86°01 '29" East, 15.OJ feet,· thence North OJ 054'13" East, 15.OJ feet, to a point on the South Right-of-way line of US 24 Highway, as now established and described in the Report of Commissioners Case No. 231 6-CV02463 filed in Division 16 on June 29, 2023; thence along said South Right-of-Way line, South 86°01 '29" East, 98.70 feet,· thence continuing along said South Right-of-Way line, South 37°37'01" East, 13.37 feet, to a point on the East line of said Lot 2,· thence along the East line of said Lots 2 and 3, South 01°56'41" West, 75.67 feet,· thence leaving said East line, North 88°03 '19" West, 122.09 feet, to a point on said East Right-of-Way line,· thence along said East Right-of-Way line, North 01°54'13" East, 75.00feet, to the Point of Beginning.

The above easement contains 10,460 square feet, more or less.

The temporary construction and grading easement shall terminate at the earlier of:

- 1: Two (2) years from the date construction begins, or
- 2: The date construction is completed and accepted by the City

Tract 2:

GENERAL UTILITY EASEMENT

A General Utility Easement located in part of Lot 2, Block 2, Kelly Heights, a subdivision of land as recorded at the Jackson County, Missouri Recorder of Deeds office and being in the City of Independence, Jackson County, Missouri, being more particularly described as follows:

Commencing at the Northeast corner of the Northwest Quarter of Section 2, Township 49 North Range 32 West, · thence along the North line of said Northwest Quarter, North 86°45 '44" West, 657.40 feet to the intersection of said North Line and the Northerly Prolongation of the East Right-of-Way line of North Main Street, as now established, · thence along said Northerly prolongation, South O1054'13"West, 35.22feet to the intersection of said East Right-of-way line and the South Right-of-way line of US 24 Highway, as now established and described in the Conveyance of Right-of-Way recorded at said Recorder of Deeds Office as Instrument number 2022E0063428, the Point of Beginning,

Thence from the Point of Beginning along said South Right-of-Way line, South 87°01 '12" East, 11.63 feet to the Northwest corner of a General Utility Easement as recorded at said Recorder of Deeds office as Instrument number 2022E0063427, · thence leaving said South Right-of-Way line, along the West line of said Easement and its southerly prolongation, South 03°10 '22" West, 10.00 feet, · thence South 50°33 '44" West, 15.19 feet to a point on said East Right-of-Way line; thence along said East Right-of-Way line, North OJ 054] 3" East, 20.25 feet to the Point of Beginning.

The above easement contains 174 square feet, more or less.

TEMPORARY CONSTRUCTION EASEMENT

A Temporary Construction Easement located in part of Lots 2 and 3, Block 2, Kelly Heights, a subdivision of land as recorded at the Jackson County, Missouri Recorder of Deeds office and being in the City of Independence, Jackson County, Missouri, being more particularly described as follows: Commencing at the Northeast corner of the Northwest Quarter of Section 2,

Township 49 North Range 32 West, · thence along the North line of said Northwest Quarter, North 86°45 '44" West, 657.40 feet to the intersection of said North Line and the Northerly Prolongation of the East Right-of-Way line of North Main Street, as now established, · thence along said Northerly prolongation, South OJ 054'13"West, 55.46 feet, to a point on said East Right-of-Way line, the Point of Beginning, ·

Thence from the Point of Beginning North 50°33 '44" East, 15.19 feet, · thence North 03° 10'22" East, 10.00 feet to a point on the South Right-of-way line of US 24 Highway, as now established and described in the Conveyance of Right-of-Way recorded at said Recorder of Deeds Office as Instrument number 2022E0063428, · thence along said South Right-of-Way line, South 87°01 '12" East, 30.00 feet, · thence continuing along said South Right-of-Way line, North 03° 10'22" East,

2.00 feet, · thence continuing along said South Right-of-Way line, South 87°01 '12" East, 115.05 feet, to a point on the East line of said Lot 2, · thence along said East line, South 01°54 '13" West,

90.25 feet, · thence leaving said East line, North 87°16'40" West, 156.70 feet, to a point on said East Right-of-Way line, · thence along said East Right-of-Way line, North 01°54 '13" East, 68.71 feet to the Point of Beginning.

The above easement contains 13,939 square feet, more or less.

The temporary construction and grading easement shall terminate at the earlier of:

- 1: Two (2) years from the date construction begins, or
- 2: The date construction is completed and accepted by the City

Tract 3:

TEMPORARY CONSTRUCTION EASEMENT

A Temporary Construction Easement located in part of Lot 4, Block 2, Idlewild Park, a subdivision of land as recorded at the Jackson County, Missouri Recorder of Deeds office and being in the City of Independence, Jackson County, Missouri, being more particularly described as follows: Commencing at the Northeast corner said Lot 4, · thence along the East line of said Lot 4, South 01°34 '25" West, 10.00 feet, to the Southerly Right-of-Way line of US 24 Highway, as shown on Missouri Department of Transportation plans Job number J4S405B, Dated March 9, 2023, the Point of Beginning.

Thence from the Point of Beginning, continuing along the East line of said Lot 4, South OJ 034'25" West, 25.00 feet, · thence leaving said East line, North 87°25 '57" West, 25.00 feet, · thence North

OJ 034'25" East, 25.00 feet, to a point on said South Right-of-Way line, · thence along said South Right-of-Way line, South 87°25 '57" East, 25.00 feet, to the Point of Beginning

The above easement contains 625 square feet, more or less.

The temporary construction and grading easement shall terminate at the earlier of:

- 1: Two (2) years from the date construction begins, or
- 2: The date construction is completed and accepted by the City

Tract 4

TEMPORARY CONSTRUCTION EASEMENT

A Temporary Construction Easement located in part of Lot 1A, Idlewild Park Replat B, a subdivision of land as recorded at the Jackson County, Missouri Recorder of Deeds office and being in the City of Independence, Jackson County, Missouri, being more particularly described as follows: Commencing at the Northwest corner of said Lot 1A, thence along the west line of said Lot, South 01°02'37" West, 5.00 feet to the South line of a 5.00 foot Utility Easement as shown on said Idlewild Park Replat B, the Point of Beginning.

Thence from the Point of Beginning, along the South line of said Utility Easement, South 87°25'57" East, 157.47 feet, to the intersection of the South line of said Utility Easement meets the West line of a 5.00 foot Utility Easement per said Idlewild Park Replat B, · thence along the West line of said Utility Easement, South 05°20 '58" West, 45.37 feet, · thence leaving the West line of said Utility Easement, along a non-tangent curve to the left, having a radius of 11.00 feet, an arc length of 11.48 feet, a chord bearing of South 48°37'08"; thence North 87°25'57" West, 146.79 feet to the West line of said Lot 1A; thence along the West line of said Lot 1A, North 01°27'37" East, 30.01 feet, to the Point of Beginning

The above easement contains 4,839 square feet, more or less.

The temporary construction and grading easement shall terminate at the earlier of:

- 1: Two (2) years from the date construction begins, or
- 2: The date construction is completed and accepted by the City

Tract 5

TEMPORARY CONSTRUCTION EASEMENT

A Temporary Construction Easement located in part of Lots 118 and 119, Pickwick Place, a subdivision of land as recorded at the Jackson County, Missouri Recorder of Deeds office and being in the City of Independence, Jackson County, Missouri, being more particularly described as follows: Commencing at the Southwest corner of the Southwest Quarter of Section 35, Township 50 North, Range 32 West; thence along the South line of said Southwest Quarter, South 86°45 '44" East, 722.01 feet, to the intersection of said South Line and the Southerly Prolongation of the West Right-of-Way line of North Spring Street, as now established; thence along said Southerly prolongation, North 02°31 '03" East, 47.69 feet, to the intersection of said West Right- of-Way line and the North Right-of-Way line of US 24 highway, as now established and as shown on document number 2022E0061047 as recorded at said Recorders office; thence along said North Right-of-Way line, North 86°45 '44" West, 13.14 feet, to the Southwest corner of the Right- of-Way per document number 2022E0061041, to the Point of Beginning.

Thence from the Point of Beginning, continuing along said North Right-of-Way line, North 86°45 '44" West, 44.86 feet; thence continuing along said North Right-of-Way line, South 02°31 '03' West, 2.49 feet; thence continuing along said North Right-of-Way line, North 87°07 '07" West, 15.00 feet; thence leaving said North Right-of-Way line, North 02°52 '53" East, 24.12/et; thence South 87°34'06" East, 41.39 feet, · thence North 54°20'27" East, 40.01 feet, to a point on said West Right-of-Way line, · thence South 02°31 '03" West, 29.55 feet, to the Northeast corner of said document number 2022E0061041; thence along the Northwest line of said document number 2022E0061041, South 39°22 'OJ" West, 21.91 feet, to the Point of Beginning

The above easement contains 1,918 square feet, more or less.

The temporary construction and grading easement shall terminate at the earlier of:

- 1: Two (2) years from the date construction begins, or
- 2: The date construction is completed and accepted by the City

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

SECTION 3. That in the event of failure to negotiate the proper compensation to be paid for such general utility easements and temporary construction and grading easements and the acquisition thereof by purchase, the City Counselor and his designates are hereby authorized and

directed to institute eminent domain proceedings for the purpose of acquiring such general utility easements and temporary construction and grading easements in the manner provided by law.

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

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

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

PASSED THIS _____ DAY OF _____, 2024, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

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

ATTEST:

City Clerk

APPROVED – FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-056 **1R** An ordinance authorizing the City Manager to execute a certain grant agreement with the Missouri Highways and Transportation Commission for the Truman Connected Phase II Project (City Project No. 112102 / Federal Project No. CMAQ-3379(441) & CRP 3379 (446)). **1R READ**

Recommendations:

Council approval is recommended.

Background:

Approval of this ordinance will authorize the City Manager to enter into a grant agreement with the Missouri Highway and Transportation Commission for the Truman Connected Phase II Project (No. 112102) to receive funds in the amount of \$4,219,085.

This grant agreement is an up to 80% match in federal funds for the project. The City will be responsible for the other 20%, or approximately \$843,817, to receive full grant reimbursement.

The Truman Connected Phase II Project (no. 112102) will connect to the end of the Phase 1 trail at Winner Road and Sterling Avenue and continue south along Sterling Avenue to US 40 Highway. The project will include, but is not limited to, the addition of ADA-compliant sidewalks, on-street bicycle lanes, pedestrian signal improvements, new green infrastructure, and new traffic-calming measures. The City intends to remove the traffic signals at the Sterling Avenue and Sheley Road intersection and replace this intersection with a roundabout.

Emergency Justification:**Fiscal Impact:**

The fiscal impact to the City is \$4,219,085. Expenses for the Truman Connected Phase II Project will run through account 112102-C-0117011-5406. The Revenue from grant reimbursements on this project will be deposited directly into the Street Sales Tax Fund.

Council Action:

**Department /
Contact**

Municipal Services /

REVIEWERS

Lisa Reynolds
Jeremy Cover
Meagan Borth
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. MS.Truman Connected Phase 2 Project 112102 - CMAQ & CRP Funding Grant Agreement Ordinance
2. Truman Connect Phase 2 CMAQ and CRP Funding Agreement

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE A CERTAIN GRANT AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR THE TRUMAN CONNECTED PHASE II PROJECT (CITY PROJECT NO. 112102 / FEDERAL PROJECT NO. CMAQ-3379(441) & CRP 3379(446)).

WHEREAS, the Truman Connected Phase II Project (No. 112102) has been awarded a Congestion Mitigation and Air Quality (CMAQ) grant in the amount of \$719,085; and

WHEREAS, the Truman Connected Phase II Project (No. 112102) has been awarded a Carbon Reduction Program (CRP) grant in the amount of \$3,500,000; and

WHEREAS, the City Council of the City of Independence, Missouri finds it desirable to enter into Missouri Highways and Transportation Commission Grant Agreement No. CMAQ-3379(441) & CRP 3379(446) to receive these funds.

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

SECTION 1. That the City Manager of the City of Independence, Missouri, is authorized to sign and execute for and on behalf of the City of Independence a certain grant agreement (No. CMAQ-3379(441) & CRP 3379(446)) with the Missouri Highways and Transportation Commission.

SECTION 2. That the City Manager will direct City Staff to appropriate this grant funding, in the amount of \$4,219,085 to the Truman Connected Phase II Project (No. 112102).

PASSED THIS _____ DAY OF _____, 2024, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

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

ATTEST:

City Clerk

APPROVED - FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

CCO Form: FS15
Approved: 10/96 (KMH) Revised: 03/24 (TLP)
Modified: 05/24 (MWH)

CFDA Number: CFDA #20.205
CFDA Title: Highway Planning and Construction
Award name/number: CMAQ-3379(441) & CRP 3379(446)
Award Year: 2024
Federal Agency: Federal Highway Administration, Department of Transportation

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION CONGESTION MITIGATION AND AIR QUALITY AGREEMENT

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and City of Independence (hereinafter, "City").

WITNESSETH:

WHEREAS, the Infrastructure Investment and Jobs Act (IIJA), Title 23 United States Code (USC) §149 authorizes the funding of projects providing for congestion mitigation and air quality (CMAQ); and

WHEREAS, IIJA § 11403, 23 USC 175 established the Carbon Reduction Program (CRP), which provides funds for projects designed to reduce transportation emissions, defined as carbon dioxide (CO₂) emissions from on-road highway sources; and

WHEREAS, the Commission is the agency designated to receive and dispense such funds; and

WHEREAS, the Commission has determined that **Truman Connect Phase II** is consistent with the goals of the CMAQ funding; and

WHEREAS, the City has the resources to develop and provide such services.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) **PURPOSE**: The United States Congress has authorized, in 23 U.S.C. §149, funds to be used for activities for CMAQ and CRP. The purpose of this Agreement is to grant the use of such funds to create a portion of a multi-modal spine along Sterling Ave. between Winner Road and 23rd Street, in western Independence.

(2) **SCOPE OF WORK**: City shall provide planning and implementation of an multi-modal spine in the Sterling Avenue area as more fully described in the attached Exhibit A which is incorporated herein by reference.

(3) REASONABLE PROGRESS POLICY: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual and the final deadline specified in Exhibit B attached hereto and incorporated herein by reference. In the event, the LPA Manual and the final deadline within Exhibit B conflict, the final deadline within Exhibit B controls. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not meeting reasonable progress, the City agrees to repay the Commission for any progress payments made to the City for the project and agrees that the Commission may deduct progress payments made to the City from future payments to the City.

(4) INDEMNIFICATION: To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and the Missouri Department of Transportation (MoDOT or Department) employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(5) INSURANCE:

(A) The City is required or will require any contractor procured by the City to work under this Agreement:

1. To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and MoDOT and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$600,000 per claimant and \$4,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo. The City shall cause insurer to increase the insurance amounts in accordance with those published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(B) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(6) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the City and the Commission.

(7) COMMISSION REPRESENTATIVE: The Commission's Kansas City District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(8) NONDISCRIMINATION ASSURANCE: with regard to work under this Agreement, the City agrees as follows:

(A) Civil Rights Statutes: The City shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d and §2000e, *et seq.*), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. §12101, *et seq.*). In addition, if the City is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".

(B) Administrative Rules: The City shall comply with the administrative rules of the United States Department of Transportation (USDOT) relative to nondiscrimination in federally-assisted programs of the USDOT (Title 49 Code of Federal Regulations (CFR) Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The City shall not discriminate on grounds of the race, color, religion, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors including procurement of materials and leases of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices.

(D) Solicitations for subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the City. These apply to all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the City of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, sex, disability or national origin, age or ancestry of any individual.

(E) Information and Reports: The City shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and

its facilities as may be determined by the Commission or the USDOT to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so certify to the Commission or the USDOT as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the City fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the City complies; and/or
2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The City shall include provisions of paragraph (8) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission of the USDOT. The City will take such action with respect to any subcontract or procurement as the Commission or the USDOT may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.

(9) DISADVANTAGED BUSINESS ENTERPRISES (DBE): It is the policy of the U.S. Department of Transportation and the Commission that businesses owned by socially and economically disadvantaged individuals (DBE's), as defined in 49 CFR. Part 26, have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds.

(10) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(11) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(12) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(13) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations by providing the City with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the City.

(14) ACCESS TO RECORDS: The City and its contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the Federal Highway Administration (FHWA) and the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the City receives reimbursement of their final invoice from the Commission.

(15) BUDGET: The City shall incur obligations in connection with the performance of the period only in conformity with the latest budget approved by the Commission as specified in Appendix A - Project Budget. This budget may be revised as necessary; however, no budget or revision shall be effective unless approved by the Commission's representative and FHWA.

(16) ELIGIBLE EXPENDITURES: No expenditure or charges shall be eligible for reimbursement that are contrary to the provisions of this Agreement or not required for the carrying out of the project.

(17) REIMBURSEMENT: The cost of the contemplated improvements will be borne by the United States Government and by the City as follows:

Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. All federally funded projects are required to have a project end date. Any costs incurred after the project end date are not eligible for reimbursement. The federal share for this project will be 80% percent not to exceed **\$719,085** (seven hundred nineteen thousand eighty-five dollars) in CMAQ funds. The CRP funding for the project will be eighty percent (80%) not to exceed **\$3,500,000** (three million five hundred thousand dollars). The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of the City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(18) PROGRESS PAYMENTS: The City may request progress payments be made for the herein improvements as work progresses but not more than once every two weeks. Progress payments must be submitted monthly. All progress payment

requests must be submitted for reimbursement within 90 days of the project completion date for the final phase of work. The City shall repay any progress payments which involve ineligible costs.

(19) PROMPT PAYMENTS: Progress invoices submitted to MoDOT for reimbursement more than thirty (30) calendar days after the date of the vendor invoice shall also include documentation that the vendor was paid in full for the work identified in the progress invoice. Examples of proof of payment may include a letter or e-mail from the vendor, lien waiver or copies of cancelled checks. Reimbursement will not be made on these submittals until proof of payment is provided. Progress invoices submitted to MoDOT for reimbursement within thirty (30) calendar days of the date on the vendor invoice will be processed for reimbursement without proof of payment to the vendor. If the City has not paid the vendor prior to receiving reimbursement, the City must pay the vendor within two (2) business days of receipt of funds from MoDOT.

(20) PERMITS: The City shall secure any necessary approvals or permits from any federal or state agency as required for the completion of this project.

(21) INSPECTION OF CONTRACTOR'S RECORDS: The City shall assure that its contractors, and all subcontractors, if any, maintain all books, documents, papers and other evidence pertaining to costs incurred in connection with this Agreement. The City shall make such materials available at such contractor's office at all reasonable times during the contract period, and for three (3) years from the date of final payment under the contract, for inspection by the Commission, FHWA or any authorized representatives of the Federal Government and the State of Missouri. Copies thereof shall be furnished at no charge, upon request, to authorized representatives of the Commission, State, FHWA, or other Federal agencies.

(22) FINAL AUDIT: The Commission will perform a final audit of project costs. The United States Government shall reimburse the City, through the Commission, any monies due. The City shall refund any overpayments as determined by the final audit.

(23) AUDIT REQUIREMENTS: If the City expend(s) seven hundred fifty thousand dollars (\$750,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the City expend(s) less than seven hundred fifty thousand dollars (\$750,000) a year, the City may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

(24) FHWA APPROVAL: This Agreement is made and entered into subject to the approval of the FHWA.

(25) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the City, and the City may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the USDOT Form FHWA 1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or words of similar import appear in these sections, the term "the City" is to be substituted. The City agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(26) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006: The City shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, as amended. This Agreement is subject to the award terms within 2 CFR Part 170.

(27) ACQUISITION OF RIGHT OF WAY: With respect to the acquisition of right of way necessary for the completion of the project, the City shall acquire any additional necessary right of way required for this project and in doing so agrees that it will comply with all applicable federal laws, rules and regulations, including 42 USC 4601-4655, the Uniform Relocation Assistance and Real Property Acquisition Act, as amended and any regulations promulgated in connection with the Act. However, upon written request by the City and written acceptance by the Commission, the Commission shall acquire right of way for the City. Upon approval of all agreements, plans and specifications by the Commission and by the FHWA, the Commission will file copies of said plans in the office of the County clerk: and proceed to acquire by negotiation and purchase or by condemnation any necessary right of way required for the construction of the improvement contemplated herein. All right of way acquired by negotiation and purchase will be acquired in the name of the City, and the City will pay to grantors thereof the agreed upon purchase prices. All right of way acquired through condemnation proceedings will be acquired in the name of the State of Missouri and subsequently released to the City. The City shall pay into court all awards and final judgments in favor of any such condemnees. The City shall also reimburse the Commission for any expense incurred by the Commission in acquiring said right of way, including but not limited to the costs of surveying, appraisal, negotiation, condemnation, and relocation assistance benefits. Unless otherwise agreed to in writing the Commission shall have the final decision regarding the settlement amount in condemnation.

(28) CONFLICT OF INTEREST: The City shall comply with conflict of interest policies identified in 23 CFR 1.33. A conflict of interest occurs when an entity has a financial or personal interest in a federally funded project.

(29) MANDATORY DISCLOSURES: The City shall comply with 2 CFR 200.113 and disclose, in a timely manner, in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

Remainder of Page Intentionally Left Blank

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City this _____ day of _____, 20____.

Executed by the Commission this _____ day of _____, 20____.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

City of Independence

Title_____

By_____
Title_____

ATTEST:

ATTEST:

Secretary to the Commission

By_____
Title_____

Approved as to Form:

Approved as to Form:

Commission Counsel

Title_____

Appendix A - Project Budget

Phase	Year of Obligation	Type	Source	Cost (<i>IN THOUSANDS</i>)
Engineering	2023	Non-Federal	LOCAL	\$120.00
Right-of-Way	2024	Non-Federal	LOCAL	\$20.00
Construction	2024	Non-Federal	LOCAL	\$280.92
Construction	2024	Federal	CMAQ-MO	\$719.09
Federal Total: \$719.09		Non-Federal Total: \$420.92		Total: \$1,140.00

Exhibit A – Scope of Work

The project would create a portion of a multi-modal spine along Sterling Ave between Winner Rd & 23rd St in western Independence. The project would convert the existing 4-lane to a 3-lane street (2 through lanes with a center turn lane) with bicycle facilities, pedestrian and transit improvements.

Truman Connected
Location Map

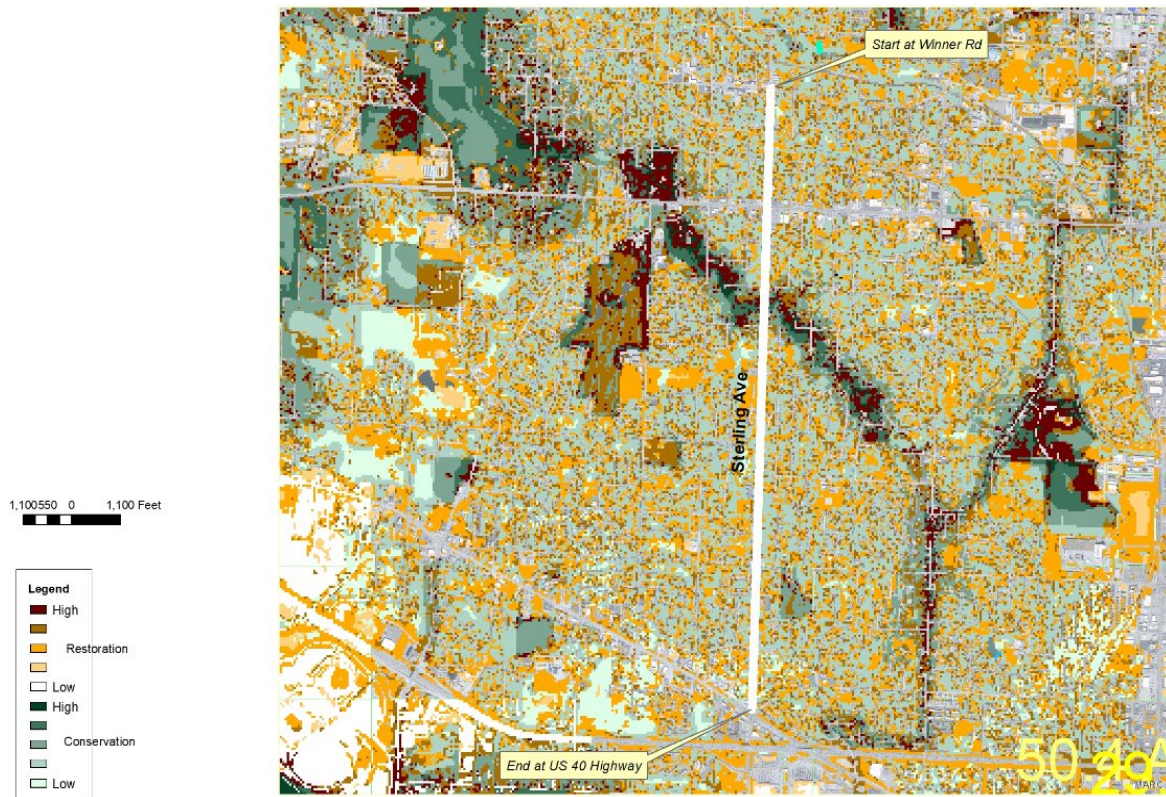


Exhibit B – Project Schedule

Project Description: CMAQ- 3379(441) Truman Connect Phase II

Task	Date
Date funding is made available or allocated to recipient	4/19/2023
Engineering Services Contract Approved	10/19/2023
Preliminary and Right-of-Way Plans Submittal (if Applicable)	4/19/2024
Plans, Specifications & Estimate (PS&E) Submittal	10/19/2024
Plans, Specifications & Estimate (PS&E) Approval	11/19/2024
Advertisement for Letting	12/19/2024
Bid Opening	1/19/2025
Construction Contract Award or Planning Study completed (REQUIRED)	12/19/2025

*Note: the dates established in the schedule above will be used in the applicable ESC between the sponsor agency and consultant firm.

**Schedule dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process. The Award Date or Planning Study Date deliverable is not approximate and requires request to adjust.

Exhibit C - Required Contract Provisions
Federal-Aid Construction Contracts

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-057 **1R** An ordinance authorizing the execution of a change order to the construction contract (C#500000804) and design contract (PO#24000282) for the Truman Depot and Pacific Trail Project (No. 511702) and making necessary appropriations. **1R READ**

Recommendations:

Council approval is recommended.

Background:

Approval of this ordinance will authorize change orders to the construction contract with Terry Snelling Construction (#500000804), the design contract with Renaissance Infrastructure Consulting (PO#24000282), and appropriate additional funds from both the Tourism and Street Sales Tax Funds in order to complete the Truman Depot and Pacific Trails Project (No. 511702).

The reasons for additional requested funds (as outlined in Exhibits A & B) include, but are not limited to, unforeseen flagging requirements from Union Pacific Railroad, repair of a sanitary line at the Truman Depot building, theft of construction materials, design considerations for storm water flooding along Pacific Avenue, and redesign of the sidewalk to better meet ADA guidelines.

Previous funding appropriations of City funds were made through ordinance(s) no. 19420 & 19076. The project is eligible for up to \$350,000 in Transportation Alternative Program (TAP) Funds.

The Truman Depot and Pacific Trail Project (No. 511702) will provide restoration improvements for the Historic Truman Depot to restore full use of the Depot as a historical site and the existing waiting area for Amtrak passengers. This project will also construct a trail from the entrance of the Depot to the National Historic Frontier Museum along Pacific Avenue.

Emergency Justification:**Fiscal Impact:**

The fiscal impact to the City is \$839,878. Expenses for the Truman Depot and Pacific Trail Project (No. 511702) will be paid out of 511702-C-7051-5406 and covered through appropriations from the Parks, Recreation and Tourism fund (004) and the Municipal Services fund (011). This project will receive \$350,000 in reimbursement from TAP funds. This project can be found in the FY 23-24 Adopted Budget, pages 275 (PRT) and 90 (Street Sales Tax).

Council Action:

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

REVIEWERS

Lisa Reynolds
Jeremy Cover
Meagan Borth
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Change Order - Truman Depot Contracts and Funding Appropriation Ordinance
2. Exhibit A - Truman Depot Construction Contract CO
3. Exhibit B - Design Contract CO - RIC
4. Ord.No.19420
5. Ord.No.19076

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE EXECUTION OF A CHANGE ORDER TO THE CONSTRUCTION CONTRACT (C#500000804) AND DESIGN CONTRACT (PO#24000282) FOR THE TRUMAN DEPOT AND PACIFIC TRAIL PROJECT (NO. 511702) AND MAKING NECESSARY APPROPRIATIONS.

WHEREAS, the City of Independence, Missouri, has appropriated funds for and awarded a construction contract to Terry Snelling Construction, Inc. in accordance with procurement policy, as authorized by Ordinance No. 19420 & 19076 for the Truman Depot and Pacific Trail Project (No. 511702); and

WHEREAS, additional unforeseen constructability challenges have been encountered in the natural course of said project as outlined by Exhibit A; and

WHEREAS; additional unforeseen design challenges have been encountered in the natural course of said project as outlined by Exhibit B; and

WHEREAS; funding (re)allocation is requested by City staff in order to complete said project;

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

SECTION 1. That the City Manager of the City of Independence, Missouri, is hereby authorized and directed to execute for and on behalf of said City a change order to the construction contract with Terry Snelling Construction, inc., for a new contract total not to exceed \$1,447,590, authorizing future minor change orders not to exceed \$144,759 and/or time extensions for the Truman Depot and Pacific Trail Project (No. 511702).

SECTION 2. That the City Manager of the City of Independence, Missouri, is hereby authorized and directed to execute for and on behalf of said City a change order to the design contract with Renaissance Infrastructure Consulting, for a new contract total not to exceed \$70,210, authorizing future minor change orders not to exceed \$7,021 and/or time extensions for the Pacific Trail portion of the Truman Depot and Pacific Trail Project (No. 511702).

SECTION 3. That appropriations in the Street Improvement Capital Project Fund are increased by \$314,243.37 from fund balance of the Transient Guest Tax/Tourism Fund for the Truman Depot and Pacific Trail Project (No. 511702).

SECTION 4. That appropriations in the Street Improvement Capital Project Fund are increased by \$525,634.63 from fund balance of the Street Sales Tax Fund for the Truman Depot and Pacific Trail Project (No. 511702).

PASSED THIS _____ DAY OF _____, 2024 BY THE CITY COUNCIL
OF THE CITY OF INDEPENDENCE, MISSOURI.

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

ATTEST:

City Clerk

APPROVED - FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

EXHIBIT "A"

Construction Contract Change Order Justification

Truman Depot Renovation & Pacific Avenue Trail

Description of Work

1) Repair two sanitary sewer service pipe break-ins located adjacent to the existing railroad track spur on the north side of the railroad depot building in both the paved entrance and the curb/parkway areas as part of the construction of the above-referenced project. The repair of sanitary service piping is necessary to repair the bore-through damage done by Independence Power & Light when providing both electrical and communication (internet) service lines to the existing railroad depot building prior to the new construction.

(A2-A13) TSC will perform the sewer pipe repair work which includes vacuum excavation for spotting existing service lines and utilities, trench excavation and backfill, necessary concrete curb, walk and pavement demolition, replacement of concrete curb, sidewalk and pavement displaced by the new construction, installation of crushed rock backfill in excavated areas, hauling and disposal of excess excavated materials and concrete demolition debris, heavy equipment costs (rental, fuel and mobilization), railroad flagging cost reimbursement, superintendence, bond premium, insurance costs, indirect costs, overhead and profit.

2) Replace all exterior fascia boards of the Truman Depot building due to rot/deterioration/damage.

(A14-A20) TSC will credit for lessened lead encapsulation, all existing Fascia boards will be removed and disposed of by new horizons in accordance with state and federal regulation, new fascia boards will be prepped primed installed, and painted by TSC, under the supervision of required flagging service.

3) Perform historic brick mortar repair on the exterior of the Truman Depot building.

(A21-A27) TSC subcontractor will perform historical brick mortar repointing at the necessary location on the Truman Depot building under supervision of required flagging service. A credit will be provided for the allowance of 20 additional LF.

4) Replace all stolen 6" half-round gutter on the Truman Depot building.

(A28-A31) TSC will replace the 6" half-round gutters, downspouts, and hardware on the Truman Depot.

a credit will be provided for the lessened sheet metal / flashing work

5) Truman Depot Exterior additional flagging cost.

(A32) railroad flagging services are required by Union Pacific Rail Road to Work on Union Pacific property, or within their Right Of Way. the property the depot sits on is owned by Union Pacific and the majority of the building is within the Right of Way of the railroad tracks.

6) River and Pacific stormwater addition / redesign.

(A33-A47) Several misses and oversights were discovered regarding the stormwater management and ADA aspects of the trail portion. these action will address the issues at the S. River Blvd. and W. Pacific Ave. intersection with the addition of storm inlets and structures connected to nearby existing storm system to mitigate standing water and icing issues, correcting the pavement grade at the intersection and construct Compliant ADA curb ramps, to provide safe multimodal travel.

7) Pleasant and Pacific stormwater addition/redesign.

(A48-A55) Several misses and oversights were discovered regarding the stormwater management and ADA aspects of the trail portion. These action items will address the issues at the S. Pleasant St. and W. Pacific Ave. intersection with the addition of storm inlets and structures connected to nearby existing storm system to mitigate standing water and icing issues, correcting the sidewalk and street geometry at the intersection and constructing Compliant ADA curb ramps, to provide safe multimodal travel.

8) Revised/extended traffic control.

(A56) Due to Union Pacific Railroad conflicts, the traffic control plan had to be revised and with the additional scope of work traffic control in place will need to be in place for an extended time

9) Asphalt repair

(A57) Additional pavement repair is required to complete the stormwater improvements and correct the road grade to improve the water shedding and function of the storm system.

10) Trail flagging

(A58) Additional flagging services are required for the construction of the trail portion of the project due to the close proximity to the Union Pacific Railroad tracks.

Exhibit A - Construction Contract Change Order (version 1) Itemized Log

6/13/2024



Item	Description	Result	Increase / Decrease	QTY	Unit of Measure	Price	Net Price	Total Price
A2	Labor	sanitary lateral repairs	Increase	1	EA	\$13,360.00	13,360.00	\$13,360.00
A3	Material	sanitary lateral repairs	Increase	1	EA	\$4,065.00	4,065.00	\$4,065.00
A4	Equipment- Rental / Fuel / Mobilization	sanitary lateral repairs	Increase	1	EA	\$3,500.00	3,500.00	\$3,500.00
A5	Hauling	sanitary lateral repairs	Increase	1	EA	\$880.00	880.00	\$880.00
A6	Disposal	sanitary lateral repairs	Increase	1	EA	\$480.00	480.00	\$480.00
A7	Traffic Control	sanitary lateral repairs	Increase	1	EA	\$350.00	350.00	\$350.00
A8	Railroad Flagging	sanitary lateral repairs	Increase	1	EA	\$9,800.00	9,800.00	\$9,800.00
A9	railroad training	sanitary lateral repairs	Increase	1	EA	\$1,200.00	1,200.00	\$1,200.00
A10	railroad insurance premium increase	sanitary lateral repairs	Increase	1	EA	\$3,300.00	3,300.00	\$3,300.00
A11	work plan preparation	sanitary lateral repairs	Increase	1	EA	\$650.00	650.00	\$650.00
A12	20% Profit and overhead	sanitary lateral repairs	Increase	1	EA	\$7,517.00	7,517.00	\$7,517.00
A13	lateral lining	sanitary lateral repair	increase	1	EA	\$65,195.00	65,195.00	\$65,195.00
A14	no longer lead stabilizing fascia boards	fascia board replacement	decrease	1	EA	\$1,920.00	1,920.00	(\$1,920.00)
A15	board disposal by new horizons	fascia board replacement	increase	1	EA	\$6,000.00	6,000.00	\$6,000.00
A16	TSC labor	fascia board replacement	increase	1	EA	\$4,680.00	4,680.00	\$4,680.00
A17	material	fascia board replacement	increase	1	EA	\$965.00	965.00	\$965.00
A18	disposal fee	fascia board replacement	increase	1	EA	\$480.00	480.00	\$480.00
A19	railroad flagging cost	fascia board replacement	increase	1	EA	\$9,800.00	9,800.00	\$9,800.00
A20	overhead profit 20%	fascia board replacement	increase	1	EA	\$4,001.00	4,001.00	\$4,001.00
A21	labor	historic brick masonry repair	increase	1	EA	\$5,200.00	5,200.00	\$5,200.00
A22	material	historic brick masonry repair	increase	1	EA	\$2,075.00	2,075.00	\$2,075.00
A23	subcontractor labor/material	historic brick masonry repair	increase	1	EA	\$6,800.00	6,800.00	\$6,800.00
A24	disposal	historic brick masonry repair	increase	1	EA	\$480.00	480.00	\$480.00
A25	railroad flagging	historic brick masonry repair	increase	1	EA	\$12,600.00	12,600.00	\$12,600.00
A26	20% overhead profit	historic brick masonry repair	increase	1	EA	\$5,431.00	5,431.00	\$5,431.00
A27	less historic brick masonry repair	historic brick masonry repair	decrease	1	EA	\$4,200.00	4,200.00	(\$4,200.00)
A28	subcontractor labor and material	gutters	increase	1	EA	\$28,850.00	28,850.00	\$28,850.00
A29	railroad flagging	gutters	increase	1	EA	\$9,800.00	9,800.00	\$9,800.00
A30	20% overhead and profit	gutters	increase	1	EA	\$7,730.00	7,730.00	\$7,730.00
A31	less sheet metal and flashing	gutters	decrease	1	EA	\$9,072.00	9,072.00	(\$9,072.00)
A32	flagging exterior portion	Truman Depot additional flagging	increase	1	EA	\$52,000.00	52,000.00	\$52,000.00
A33	labor	storm drainage RIVER	increase	1	EA	\$26,160.00	26,160.00	\$26,160.00
A34	material	storm drainage RIVER	increase	1	EA	\$30,013.00	30,013.00	\$30,013.00
A35	equipment	storm drainage RIVER	increase	1	EA	\$10,525.00	10,525.00	\$10,525.00
A36	shoring	storm drainage RIVER	increase	1	EA	\$3,500.00	3,500.00	\$3,500.00
A37	fencing	storm drainage RIVER	increase	1	EA	\$6,300.00	6,300.00	\$6,300.00
A38	grading and slope	storm drainage RIVER	increase	1	EA	\$3,200.00	3,200.00	\$3,200.00
A39	traffic control	storm drainage RIVER	increase	1	EA	\$1,560.00	1,560.00	\$1,560.00
A40	railroad flagging	storm drainage RIVER	increase	1	EA	\$11,000.00	11,000.00	\$11,000.00
A41	20% overhead profit	storm drainage RIVER	increase	1	EA	\$92,458.00	92,458.00	\$92,458.00
A42	monument sign removed prior	storm drainage RIVER	decrease	1	EA	\$4,200.00	4,200.00	(\$4,200.00)
A43	labor ALT	storm drainage RIVER	increase	1	EA	\$8,800.00	8,800.00	\$8,800.00
A44	material ALT	storm drainage RIVER	increase	1	EA	\$10,232.00	10,232.00	\$10,232.00
A45	equipment ALT	storm drainage RIVER	increase	1	EA	\$5,600.00	5,600.00	\$5,600.00
A46	railroad flagging ALT	storm drainage RIVER	increase	1	EA	\$4,200.00	4,200.00	\$4,200.00
A47	20% overhead profit ALT	storm drainage RIVER	increase	1	EA	\$5,766.00	5,766.00	\$5,766.00
A48	labor	storm drainage pleasant	increase	1	EA	\$24,140.00	24,140.00	\$24,140.00
A49	material	storm drainage pleasant	increase	1	EA	\$30,567.00	30,567.00	\$30,567.00
A50	equipment	storm drainage pleasant	increase	1	EA	\$10,980.00	10,980.00	\$10,980.00
A51	shoring	storm drainage pleasant	increase	1	EA	\$1,500.00	1,500.00	\$1,500.00
A52	traffic control	storm drainage pleasant	increase	1	EA	\$1,560.00	1,560.00	\$1,560.00
A53	railroad flagging	storm drainage pleasant	increase	1	EA	\$8,400.00	8,400.00	\$8,400.00
A54	20% overhead profit	storm drainage pleasant	increase	1	EA	\$15,430.00	15,430.00	\$15,430.00
A55	additional construction staking	storm drainage pleasant	increase	1	EA	\$2,100.00	2,100.00	\$2,100.00
A56	revised traffic control	traffic control extention	increase	1	EA	\$8,000.00	8,000.00	\$8,000.00
A57	additional asphalt repair	Pac. Trail portion	increase	500	sqyd	\$29.00	14,500.00	\$14,500.00
A58	flagging trail portion	Pac. Trail	increase	1	EA	\$33,600.00	33,600.00	\$33,600.00
Total Authorization:								\$617,888.00

Exhibit “B”

Design Contract Change Order

Renaissance Infrastructure Consulting

1) The purpose of the work outlined in this proposal is to establish R/W locations along the north side of Pacific Avenue from S. River Blvd. to S. Pleasant Street. This survey will then be utilized to determine the need for easements for existing and proposed infrastructure associated with the Truman Depot Restoration and Pacific Avenue Trail Project

(City Project #70511702) (Federal Project # TAP 3379(438)). The below proposed scope is based on our estimation and experience and may change dependent upon comments from the city. The scope includes the following:

A10- RIC will perform field survey to identify available property corners required for determination of existing R/W

A11- RIC will obtain title reports for each of the properties along the project area.

A12- RIC will develop a AutoCAD file property basemap to overlay on the proposed improvements plans.

A13- RIC will deliver a property drawing and exhibits showing the existing property overlaid on the proposed improvements designed by CFS Engineers and SFS Architecture provided by the City.

A14- RIC will determine the needs for easements for both existing and proposed infrastructure.

A15- RIC will meet with the City to review the identified property and easement needs for easements for both existing and proposed infrastructure.

After coordination with the City, RIC will develop legal descriptions and exhibits for the following easements:

A16- Pedestrian Easement for proposed trail. Three easements are assumed at \$550/ Easement.

A17- Utility Easement for existing infrastructure outside of right-of-way. Four easements are assumed at \$550/Easement.

A18- Utility Easements for proposed relocated infrastructure necessary for construction. Eleven Easements are Assumed at \$550/Easement.

A19- RIC will develop the necessary documentation to correct R/W on the north side of the intersection of Cottage St. and Pacific Ave. This work will be subsidiary to other items.

2) RIC is currently under contract with the City of Independence, MO to provide survey services to perform property survey and development of easement documents for the Truman Depot Restoration and Pacific Avenue Trail Project (City Project #70511702) (Federal Project # TAP 3379(438)). Per discussions with you, the City is requesting this proposal for additional services to analyze existing drainage issues at the intersections of River Boulevard and Pacific Avenue and Pleasant Avenue and Pacific Avenue and the impacts of the proposed trail improvements on these drainage issues. The purpose of the work outlined in this proposal is to supplement the existing field survey, coordinate the proposed improvements with the previously completed property information, and develop proposed drainage solution to coordinate with the proposed trail. The below proposed scope is based on our estimation and experience and may change dependent upon comments from the city. The scope includes the following:

A20- RIC will perform field survey supplement the existing survey to obtain the information necessary to analyze the existing storm system.

A21- RIC will Develop easement/ROW documents at the NE corner of the intersection of River and Pacific to coordinate with the proposed drainage solution.

A22- RIC Will Develop model of the existing downstream drainage system to determine capacity

A23- RIC will Develop model of proposed condition

A24- RIC will Develop drainage plans and specs to supplement the bid package.

A25-RIC will analyze the proposed improvements designed by CFS and SFS Architecture provided by the City and develop a proposed drainage solution for the conflict with the existing drainage

A26- RIC will Develop intersection detail for the NW and NE curb return and ADA ramps.

A27- Mileage

A28- Printing

A29- Easements

BILL NO. 23-011
ORDINANCE NO. 19420

AN ORDINANCE AUTHORIZING THE EXECUTION OF A CONSTRUCTION CONTRACT FOR THE TRUMAN DEPOT AND PACIFIC TRAIL PROJECT AND MAKING NECESSARY APPROPRIATIONS.

WHEREAS, the City of Independence, Missouri, has successfully completed the design and bidding process, and has issued an Intent to Award a construction contract to the lowest and most responsive bidder – Terry Snelling Construction, Inc. in accordance with procurement policy, for the Truman Depot and Pacific Trail Project (No. 511702); and,

WHEREAS, the Missouri Department of Transportation has issued a notice of concurrence to award this contract in compliance with the receipt of funding through the Transportation Alternatives Program Agreement (TAP) for said project, as authorized by Ordinance No. 19076 with \$350,000 being reimbursed through TAP funds; and,

WHEREAS, funding (re)allocation is requested by City staff in order to complete said construction contract;

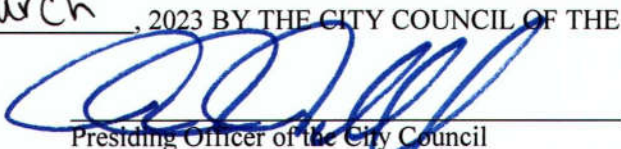
NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, AS FOLLOWS:

SECTION 1. That the City Manager of the City of Independence, Missouri, is hereby authorized and directed to execute for and on behalf of said City a construction contract with Terry Snelling Construction, inc., for an amount not to exceed \$823,000, authorizing future minor change orders not to exceed \$82,300 and/or time extensions for the Truman Depot and Pacific Trail Project (No. 511702).

SECTION 2. That appropriations in the Street Improvement Capital Project Fund are increased by \$178,132 from fund balance of the Transient Guest Tax/Tourism Fund for the Truman Depot and Pacific Trail Project (No. 511702).

SECTION 3. That appropriations in the Street Improvement Capital Project Fund are increased by \$463,224 from fund balance of the Street Sales Tax Fund for the Truman Depot and Pacific Trail Project (No. 511702).

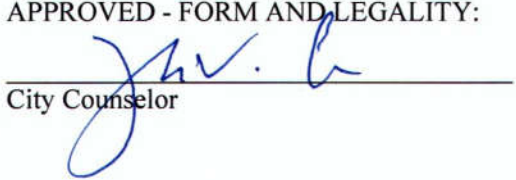
PASSED THIS 6th DAY OF March, 2023 BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.


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

ATTEST:


City Clerk

APPROVED - FORM AND LEGALITY:


City Counselor

BILL NO. 19-089

ORDINANCE NO. 19076

AN ORDINANCE AUTHORIZING THE TRANSPORTATION ALTERNATIVES FUNDS PROGRAM AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR THE TRUMAN DEPOT AND PACIFIC TRAIL PROJECT AND MAKING THE NECESSARY APPROPRIATIONS.

WHEREAS, the City Council of the City of Independence, Missouri, is desirous to comply with the Transportation Alternatives Program Agreement presented by the Missouri Highways and Transportation Commission for the Truman Depot and Pacific Avenue Trail project;

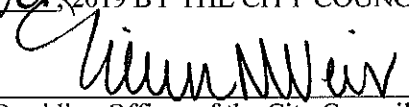
NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, AS FOLLOWS:

SECTION 1. That the City Manager of the City of Independence, Missouri, is hereby authorized and directed to execute for and on behalf of said City a certain Transportation Alternatives Program Agreement with the Missouri Highways and Transportation Commission for the Truman Depot and Pacific Avenue Trail project, a copy of which is attached hereto, incorporated by reference thereto and made a part hereof as though fully set out herein.

SECTION 2. That appropriations in the Street Improvement Capital Project Fund are increased by \$350,000.00 from federal Transportation Alternatives Funds for the Truman Depot and Pacific Trail Project (No. 511702).

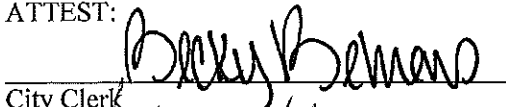
SECTION 3. That appropriations in the Street Improvement Capital Project Fund are increased by \$80,000 from the undesignated fund balance of the Transient Guest Tax/Tourism Fund for the Truman Depot and Pacific Trail Project (No. 511702).

PASSED THIS 30th DAY OF December, 2019 BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.



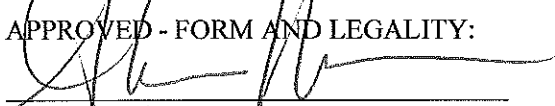
Presiding Officer of the City Council
of the City of Independence, Missouri

ATTEST:



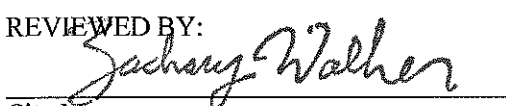
City Clerk

APPROVED - FORM AND LEGALITY:



City Counselor

REVIEWED BY:



City Manager

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-058 **1R** An ordinance finding, determining, and declaring the necessity of acquiring right-of-way, general utility easements, and temporary construction easements for the Truman Depot Renovations and Pacific Ave Trail Project (Project No. 511702); 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. **1R READ**

Recommendations:

Council approval is recommended.

Background:

Approval of this ordinance will allow City Staff to proceed with easement acquisition for the Truman Depot and Pacific Trail Project (No. 511702). These easements are necessary in order to build a fully ADA-compliant sidewalk along Pacific Avenue.

The Truman Depot and Pacific Trail Project (No. 511702) will provide restoration improvements for the Historic Truman Depot to restore full use of the Depot as a historical site and the existing waiting area for Amtrak passengers. This project will also construct a trail from the entrance of the Depot to the National Historic Frontier Museum along Pacific Avenue.

Emergency Justification:**Fiscal Impact:**

The fiscal impact to the City for these easements is estimated at \$10,000. Funding for these easements along Pacific Ave will be paid from the Truman Depot and Pacific Trail Project (No. 511702), FY 23-24 Adopted Budget page 275 and be charged back to the Street Sales Tax fund (011), FY 23-24 Adopted Budget page 90. Appropriations for this project are authorized through ordinance(s) no. 19420 & 19076.

Council Action:

**Department /
Contact**

Municipal Services /

REVIEWERS

Lisa Reynolds
Jeremy Cover
Meagan Borth
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Truman Depot Easement Acquisition Ordinance

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE FINDING, DETERMINING AND DECLARING THE NECESSITY OF ACQUIRING RIGHT-OF-WAY, GENERAL UTILITY EASEMENTS, AND TEMPORARY CONSTRUCTION EASEMENTS FOR THE TRUMAN DEPOT RENOVATIONS AND PACIFIC AVE TRAIL PROJECT (PROJECT NO. 511702); 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 right-of-way, general utility easements, and temporary construction easements in accordance with the plans and specifications as approved for construction, operation and maintenance of the Truman Depot Renovations and Pacific Ave Trail project (No. 511702), 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 Truman Depot Renovations and Pacific Ave Trail project (No.511702) for the City of Independence, Missouri, to acquire by purchase or eminent domain proceedings temporary construction grading easements, general utility easements, and right of way for such public improvements, including, but not limited to, the right to construct curbs, drives, trails, sidewalks and storm sewers, together with all appurtenances thereunto belonging along, over, under, upon, across and through the following described tracts of land, all of which are situated in Independence, Jackson County, Missouri; to wit:

Tract 1

Right-of-Way

All that part of the Southeast 1/4 of Section 3 Township 49 North Range 32 West, the city of Independence, Jackson County, Missouri, described as follows:

A new permanent Right of Way, described by Randy Zerr Missouri PLS-2018016442, dated 06/07/2024.

Commencing at the Southeast corner of the Southeast 1/4 of said Section; thence North 01°57'47" East 33.00 feet to the North R/W line of W Pacific Ave; thence Northwesterly along said R/W line North 87°07'25" West 1032.33 feet to the Point of Beginning; thence North 87°07'25" West 57.96 feet; thence North 01°39'07" East 14.72 feet; thence South 72°57'15" East 60.10 feet to the Point of Beginning, containing 427 square feet.

Tract 2:

Temporary Construction Easement

All that part of the Southwest 1/4 of Section 2 Township 49 North Range 32 West, the city of Independence, Jackson County, Missouri, described as follows:

A Temporary Construction Easement of variable width, described by Randy Zerr Missouri PLS-2018016442, dated 06/07/2024.

Commencing at the Southeast corner of Lot 6 S.H. Woodson's Plat in The Old Town of Independence Missouri; thence North 87°12'47" West 15.00 feet to the Point of Beginning;

Thence North 87°12'47" West, 35.00 feet; thence North 02°47'13" East 29.00 feet; thence South 87°12'47" East 50.00 feet to a point on the West Right-of-Way line of South Pleasant Street; thence South 02°47'13" West along said West line 14.00 feet; thence North 87°12'47" West 15.00 feet; thence South 02°47'13" West 15.00 feet to the Point of Beginning, containing 1,225 square feet.

General Utility Easement

All that part of the Southwest 1/4 of Section 2 Township 49 North Range 32 West, the city of Independence, Jackson County, Missouri, described as follows:

A 15 foot by 15 foot General Utility Easement, described by Randy Zerr Missouri PLS-2018016442, dated 06/07/2024.

All that part of the South 15.00 feet of the East 15.00 feet of Lot 6, S.H. Woodson's Plat in The Old Town of Independence Missouri, containing 225 S.F.

Tract 3:

Temporary Construction Easement

All that part of the Southwest 1/4 of Section 2 Township 49 North Range 32 West, the city of Independence, Jackson County, Missouri, described as follows:

A 25 foot by 11 foot Temporary Construction Easement, described by Randy Zerr Missouri PLS-2018016442, dated 06/07/2024.

All that part of the South 25.00 feet of the West 11.00 feet of Lot 7, S.H. Woodson's Plat in The Old Town of Independence Missouri; containing 275 S.F.

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

SECTION 3. That in the event of failure to negotiate the proper compensation to be paid for such general utility easements and temporary construction and grading easements and the acquisition thereof by purchase, the City Counselor and his designates are hereby authorized and directed to institute eminent domain proceedings for the purpose of acquiring such general utility easements and temporary construction and grading easements in the manner provided by law.

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

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

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

PASSED THIS _____ DAY OF _____, 2024, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

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

ATTEST:

City Clerk

APPROVED – FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-059 **1R** An ordinance vacating an existing right-of-way of all that part of the southeast 1/4 of Section 3 Township 49 North Range 32 West located in Independence, Jackson County, Missouri. **1R READ**

Recommendations:

Council approval is recommended.

Background:

Approval of this ordinance will vacate the existing right-of-way necessary to complete the Pacific Trail portion of the Truman Depot and Pacific Trail Project (No. 511702). A temporary construction easement will be reserved to complete the project.

The Truman Depot and Pacific Trail Project (No. 511702) will provide restoration improvements for the Historic Truman Depot to restore full use of the Depot as a historical site and the existing waiting area for Amtrak passengers. This project will also construct a trail from the entrance of the Depot to the National Historic Frontier Museum along Pacific Avenue.

Emergency Justification:**Fiscal Impact:**

There is no fiscal impact to the City.

Council Action:

**Department /
Contact**

Municipal Services /

REVIEWERS

Lisa Reynolds
Jeremy Cover
Meagan Borth
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Truman Depot ROW Vacation Ordinance
2. Truman Depot ROW to be vacated

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE VACATING AN EXISTING RIGHT-OF-WAY OF ALL THAT PART OF THE SOUTHEAST ¼ OF SECTION 3 TOWNSHIP 49 NORTH RANGE 32 WEST LOCATED IN INDEPENDENCE, JACKSON COUNTY, MISSOURI.

WHEREAS the Right-Of-Way will be traded for adjoining Right-of-Way needed to complete the Truman Depot Renovations and Pacific Ave Trail Project (Project # 511702); and,

WHEREAS the vacation of the Right-Of-Way will support additional development of the property and allow for additional public facilities; and,

WHEREAS a Temporary Construction Easement will be reserved consisting of the vacated Right-of-Way in its entirety to allow for the improvements required to complete the Truman Depot Renovations and Pacific Ave Trail project (#511702). Said Temporary Construction Easement will terminate two years from the acceptance of the Truman Depot Renovations and Pacific Ave Trail project (#511702) by the City.

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

SECTION 1. That the City Council of the City of Independence, Missouri does hereby vacate the Right-Of-Way in its entirety and described as follows:

DESCRIPTION OF THE RIGHT-OF-WAY TO BE VACATED

All that part of the Southeast 1/4 of Section 3 Township 49 North Range 32 West, the city of Independence, Jackson County, Missouri, described as follows:

Commencing at the Southeast corner of the Southeast 1/4 of said Section; thence North 01°57'47" East 33.00 feet to the North R/W line of W Pacific Ave; thence Northwesterly along said R/W line North 87°07'25" West 1090.29 feet; thence North 01°39'07" East 14.72 feet to the Point of Beginning;

Thence North 72°57'15" West 64.93 feet; thence North 85°53'26" West 131.39 feet; thence North 45°04'55" West 27.88 feet; thence North 01°38'55" East 20.63 feet; Thence along a curve to the left with a chord bearing South 43°58'11" East 47.88 feet, a radius of 35.00 feet, and an arc length of 52.72 feet, thence South 87°07'25" East 180 feet, thence South 01°39'07" West 25.28 feet to the Point of Beginning, containing 2,323 square feet.

SECTION 2. That the Municipal Services Department is directed to file for record a certified copy of this ordinance in the Office of the Division of Property Records, in and for the County of Jackson, State of Missouri, at Independence.

PASSED THIS _____ DAY OF _____, 2024, BY THE CITY
COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

ATTEST:

City Clerk

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

APPROVED - FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

Director of Finance and Administration
City of Independence, Missouri

DESCRIPTION

EXISTING FENCE LINE

REV	DATE	BY	JO	DESCRIPTION
				REVISION

Certificates of Authorization: Missouri CLS-2011003572; Kansas CLS-234; Oklahoma CA-7072;
 South Dakota C-8496; Arkansas COA 3574; Texas 10194376



**Renaissance
Infrastructure
Consulting**

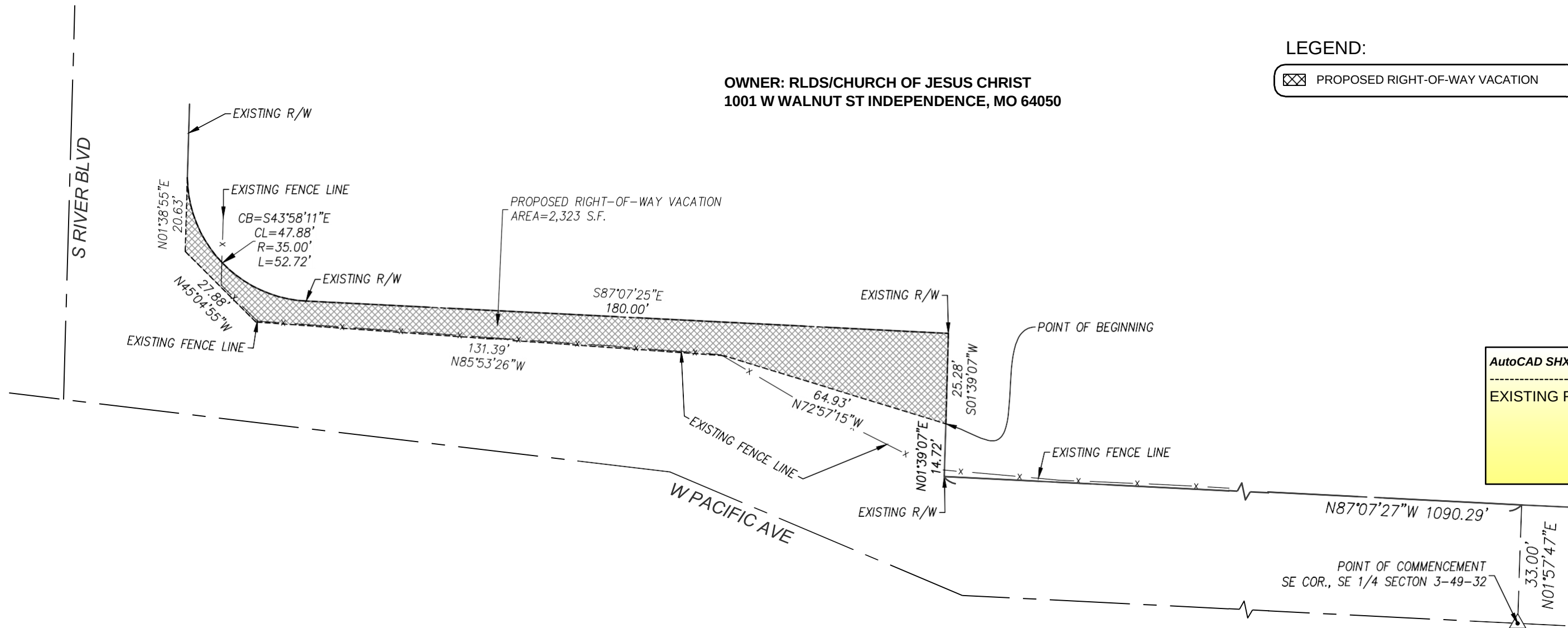
102 Abbie Avenue
913.317.9500

Kansas City, Kansas 66103
www.ric-consult.com

LEGEND:

(PROPOSED RIGHT-OF-WAY VACATION

**OWNER: RLDS/CHURCH OF JESUS CHRIST
1001 W WALNUT ST INDEPENDENCE, MO 64050**



Right-of-Way Vacation Description:

All that part of the Southeast 1/4 of Section 3 Township 49 North Range 32 West, the city of Independence, Jackson County, Missouri, described as follows:

A Right-of-Way Vacation of variable width, described by Randy Zerr Missouri PLS-2018016442, dated 06/07/2024.

Commencing at the Southeast corner of the Southeast 1/4 of said Section; thence North 01°57'47" East 33.00 feet to the North R/W line of W Pacific Ave; thence Northwesterly along said R/W line North 87°07'25" West 1090.29 feet; thence North 01°39'07" East 14.72 feet to the Point of Beginning;

Thence North 72°57'15" West 64.93 feet; thence North 85°53'26" West 131.39 feet; thence North 45°04'55" West 27.88 feet; thence North 01°38'55" East 20.63 feet; Thence along a curve to the left with a chord bearing South 43°58'11" East 47.88 feet, a radius of 35.00 feet, and an arc length of 52.72 feet, thence South 87°07'25" East 180 feet, thence South 01°39'07" West 25.28 feet to the Point of Beginning, containing 2,323 square feet.

Certification:

I hereby certify that this Right-of-way Vacation description is true and correct to the best of my professional knowledge and belief and was prepared by me or under my direct supervision.

DRAFT COPY

Randy G. Zerr Missouri PLS-2018016442
RIC MO CLS-2011003572
rzerr@ric-consult.com



Jun 11, 2024-11:09am
Z:\RIC Design\2023\23-0146\DWG\Base Drawings\23-0146-SURV-BASE-ESMT AG.dwg

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-060 **1R** An ordinance authorizing final disposition of certain city records that have met all requirements to be eligible for such disposition. **1R READ**

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

**Department /
Contact**

Council and Board /

REVIEWERS

Jeremy Cover
Meagan Borth
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Spring 2024 Records Destruction Ordinance DRAFT
2. 2024 Records Destruction All Dept Spreadsheet

BILL NO. _____
ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING FINAL DISPOSITION OF CERTAIN CITY RECORDS
THAT HAVE MET ALL REQUIREMENTS TO BE ELIGIBLE FOR SUCH DISPOSITION.

WHEREAS, Article 14, Section 14.7 of the Charter of the City of Independence, Missouri, mandates the destruction of any City record of account, voucher, contract, lease, insurance policy, payroll, time record, tax deed, purchase order, police or municipal court record, or other official documents by ordinance of City Council; and,

WHEREAS, the City Council, being advised that certain records have been subject to independent auditors' examination and considered in final auditors' annual reports and are no longer needed, having met the minimum time for retention established by the Missouri Secretary of State's local records retention schedules, or any other federal or City retention requirement, does desire to remove said records; and,

WHEREAS, records identified as having met retention or duplicate copies, regardless of the medium on which the records were created, stored or received, may be reclassified and retained by the City of offered to local historical organizations, government entities or libraries, if determined to be of administrative or historical value, with other records destroyed as permitted by State law and City ordinances;

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

SECTION 1. That the City Clerk is hereby authorized to direct the final disposition of the records eligible for destruction identified in Exhibit A, the Disposition Report, said report being attached hereto and incorporated by reference herein, and further, that the City Clerk shall record the action in the City Council meeting minutes upon approval of the item.

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

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:

PARKS, REC	
Destruction	
Department Specific	DESCRIPTION
	CAPITAL IMPROVEMENT PROJECT FILES- INCLUDES IMPROVEMENTS TO STREETS, SIDEWALKS
	PARTICIPANT REGISTRATION/ATTENDANCE- VOLUNTEERS, ETC.
	MAINTENANCE: PARKS, PARKWAYS & RECREATION AREAS
	HORTICULTURE/GREENHOUSE PLANTING AND MAINTENANCE FILE- ON CITY PROPERTY
	EVENT FILES- LEASING MUNICIPAL FACILITIES TO VARIOUS GROUPS
	SPECIAL FACILITIES REGULATIONS
	FACILITY EVENT & RECREATION PROGRAM SCHEDULING AND RESERVATION FILE
	SCHEDULE OF ADMISSION & USE OF FEES AND CHARGES
s Applicable to all/most Departments	RECEIPTS- DEPT. COPIES OF WHAT WAS ISSUED TO PERSONS PAYING FEES OR FOR ACCOUNTING OF PETTY CASH EXP.
	GENERAL CORRESPONDENCE
	VENDOR FILES/LISTS/REGISTERS
	WORK ORDERS/SERVICE REQUESTS (INTERNAL)
	MEETING RECORDS- COUNCIL, BOARDS, ETC.
	TIME & ATTENDANCE
	LEAVE REQUESTS
	PUBLICATIONS- NEWSLETTERS, PAMPHLETS, ETC.
	SCRAPBOOKS, PHOTOGRAPHS, NEWS CLIPPINGS
	TECHNICAL MANUALS, SPECIFICATIONS, WARRANTIES
	POLICY AND PROCEDURE- DIRECTIVES/MANUALS
	REQUEST AND COMPLAINT FILES- MADE BY CITIZENS
	CONTRACTS, LEASES AND AGREEMENTS
	EMPLOYMENT GRIEVANCE AND COMPLAINT RECORDS
	PARTICIPANT REGISTRATION/ATTENDANCE- VOLUNTEERS, ETC.
	VEHICLE OWNERSHIP AND MAINTENANCE RECORDS
	EQUIPMENT OWNERSHIP/MAINTENANCE RECORDS
	CALENDARS AND SCHEDULING RECORDS
	ADMINISTRATIVE REPORTS- ACTIVITY REPORTS
	MEETING RECORDS (INTERNAL STAFF)
	ACCIDENT REPORTS- DEPT. COPIES OF WC FILES
	ACCOUNTS PAYABLE
	ACCOUNTS RECEIVABLE
	PURCHASING RECORDS- PURCHASE ORDERS, REQUISITIONS, MATERIAL /COST SPECIFICATIONS
	BANKING AND INVESTMENT

Retention:	RECEIPTS- COPIES OF WHAT WAS ISSUED TO PERSONS PAYING FEES OR FOR ACCOUNTING OF PETTY CASH EXP.
	POSTAL RECORDS- DOCUMENTING TRANSACTIONS WITH THE POST OFFICE AND PRIVATE CARRIERS
	GRANT RECORDS- INCL. CLAIMS MADE BY CITY TO FEMA/SEMA OR ANOTHER ENTITY
	PERMITS AND LICENSES, NOT BUILDING PERMITS
	BID RECORDS
	INSURANCE POLICY RECORDS
	PAYROLL RECORDS
	EXPENSE REIMBURSEMENT
	FRANCHISES: UTILITIES, CABLE TV, ETC.
	DEPRECIATION SCHEDULE FILES- CITY-OWNED EQUIP.
	DEPRECIATION SCHEDULE FILES- CITY-OWNED EQUIP.
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Department Specific	DESCRIPTION
	INCIDENT REPORT/FILE
	NON-CRIMINAL INCIDENT REPORT/FILE
	ACCIDENT REPORT/FILE
	MISSING PERSON/RUNAWAY REPORT
	MESSAGES/TELETYPES AKA 911 PRINTOUTS, MULES MESSAGES, WEATHER REPORTS
	ARREST RECORDS
	ORDERS OF PROTECTION/FULL ORDERS AKA EX PARTE
	LOGS AKA ACTIVITY LOGS, OFFICER LOGS, DAILY LOGS
	SUBPOENA
	RACIAL PROFILING STATISTICS
	AUDIO/VIDEO RECORDINGS AKA CAR AUDIO/VIDEO RECORDING, BOOKING SURVEILLANCE, BODY CAMERA VIDEO, LICENSE PLATE READER
	WARRANTS
	INFORMATION RECEIVED, CONFIDENTIAL
	POLICE AUCTION RECORDS, INCL. SURPLUS ITEMS SOLD

Applicable to all/most Departments

VIN VERIFICATION
POLICE ADMINISTRATIVE REPORTS
EXPUNGEMENT ORDERS AKA COURT ORDERS OF EXPUNGEMENT
INTERNAL AFFAIRS RECORDS - COMPLAINTS
INTERNAL AFFAIRS RECORDS - INVESTIGATION FILE
INTERNAL AFFAIRS RECORDS - USE OF FORCE REPORTS
DEATH INVESTIGATIONS
VOICE LOGGED TAPES AKA INCOMING CALLS, INTERAGENCY CALLS, DISPATCH CALLS (911 CALLS), OFFICER TO OFFICER CALLS
ANIMAL CONTROL CARDS- HISTORY OF ANIMALS RECV'D
INVESTIGATION LOGS/REPORTS
OWNERSHIP VERIFICATION RECORDS
RECEIPTS- DEPT. COPIES OF WHAT WAS ISSUED TO PERSONS PAYING FEES OR FOR ACCOUNTING OF PETTY CASH EXP.
GENERAL CORRESPONDENCE
VENDOR FILES/LISTS/REGISTERS
WORK ORDERS/SERVICE REQUESTS (INTERNAL)
MEETING RECORDS- COUNCIL, BOARDS, ETC.
TIME & ATTENDANCE
LEAVE REQUESTS
PUBLICATIONS- NEWSLETTERS, PAMPHLETS, ETC.
SCRAPBOOKS, PHOTOGRAPHS, NEWS CLIPPINGS
TECHNICAL MANUALS, SPECIFICATIONS, WARRANTIES
POLICY AND PROCEDURE- DIRECTIVES/MANUALS
REQUEST AND COMPLAINT FILES- MADE BY CITIZENS
CONTRACTS, LEASES AND AGREEMENTS
EMPLOYMENT GRIEVANCE AND COMPLAINT RECORDS
PARTICIPANT REGISTRATION/ATTENDANCE- VOLUNTEERS, ETC.
VEHICLE OWNERSHIP AND MAINTENANCE RECORDS
EQUIPMENT OWNERSHIP/MAINTENANCE RECORDS
CALENDARS AND SCHEDULING RECORDS
ADMINISTRATIVE REPORTS- ACTIVITY REPORTS
MEETING RECORDS (INTERNAL STAFF)
ACCIDENT REPORTS- DEPT. COPIES OF WC FILES
ACCOUNTS PAYABLE
ACCOUNTS RECEIVABLE
PURCHASING RECORDS- PURCHASE ORDERS, REQUISITIONS, MATERIAL/COST SPECIFICATIONS

Retentions

BANKING AND INVESTMENT
RECEIPTS- COPIES OF WHAT WAS ISSUED TO PERSONS PAYING FEES OR FOR ACCOUNTING OF PETTY CASH EXP.
POSTAL RECORDS- DOCUMENTING TRANSACTIONS WITH THE POST OFFICE AND PRIVATE CARRIERS
GRANT RECORDS- INCL. CLAIMS MADE BY CITY TO FEMA/SEMA OR ANOTHER ENTITY
PERMITS AND LICENSES, NOT BUILDING PERMITS
BID RECORDS
INSURANCE POLICY RECORDS
PAYROLL RECORDS
EXPENSE REIMBURSEMENT / TRAVEL EXPENSES
FRANCHISES: UTILITIES, CABLE TV, ETC.
DEPRECIATION SCHEDULE FILES- CITY-OWNED EQUIP.

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DESCRIPTION

BUDGET PREPARATION
SUBSIDIARY LEDGERS
ACCOUNTS PAYABLE
ACCOUNTS RECEIVABLE
PURCHASING RECORDS- PURCHASE ORDERS, REQUISITIONS, MATERIAL/COST SPECIFICATIONS
BANKING AND INVESTMENT
RECEIPTS- COPIES OF WHAT WAS ISSUED TO PERSONS PAYING FEES OR FOR ACCOUNTING OF PETTY CASH EXP.
POSTAL RECORDS- DOCUMENTING TRANSACTIONS WITH THE POST OFFICE AND PRIVATE CARRIERS
GRANT RECORDS- INCL. CLAIMS MADE BY CITY TO FEMA/SEMA OR ANOTHER ENTITY

Department Specific

BONDS, PUBLIC OFFICIALS AND EMPLOYEES
PERMITS AND LICENSES, NOT BUILDING PERMITS
FIXED ASSETS INVENTORY- PROPERTY/EQUIPMENT
BID RECORDS
INSURANCE POLICY RECORDS
PAYROLL RECORDS
EXPENSE REIMBURSEMENT
LOCAL FINANCE INITIATIVE ADMINISTRATIVE RECORDS- TIF, CID, NID, TDD- PROVING CREATION
LOCAL FINANCE INITIATIVE FINANCIAL SUPPORT RECORDS- TIF, CID, NID, TDD- DOCUMENTS THAT PROVIDE THE BASIS FOR GENERAL LEDGER
ELECTION EXPENSES
FRANCHISES: UTILITIES, CABLE TV, ETC.
BANK LOAN FILES
BONDS AND COUPONS- SERIES BONDS
BONDS/COUPONS: CITY RECONCILIATION FILES
BONDS ISSUED- BOND BOOKS
CERTIFICATES OF DEPOSIT & US TREASURY BILLS- CDS AND T-BILLS
DEPRECIATION SCHEDULE FILES- CITY-OWNED EQUIP.
JOURNAL ENTRIES, JOURNAL VOUCHERS
MOTOR FUEL USAGE REPORTS- GAS, OIL, DIESEL FUEL
STREET PAVING: SPECIAL ASSESSMENT FILES
CONVENTION AND TOURISM TAX RETURN
DELINQUENT TAX REPORT FILES
SPECIAL TAX ASSESSMENTS
TAX ANTICIPATION NOTES
BONDS: PERFORMANCE/CAPITAL PROJECTS
PERFORMANCE BONDS
BONDS: MAINTENANCE GUARANTEE (CAPITAL PROJ.)
SURPLUS PROPERTY- RECORDS DOCUMENTING TRANSACTIONS
RECEIPTS- DEPT. COPIES OF WHAT WAS ISSUED TO PERSONS PAYING FEES OR FOR ACCOUNTING OF PETTY CASH EXP.
GENERAL CORRESPONDENCE
VENDOR FILES/LISTS/REGISTERS
WORK ORDERS/SERVICE REQUESTS (INTERNAL)
MEETING RECORDS- COUNCIL, BOARDS, ETC.
TIME & ATTENDANCE
LEAVE REQUESTS

Retentions Applicable to all/most Departments

PUBLICATIONS- NEWSLETTERS, PAMPHLETS, ETC.
SCRAPBOOKS, PHOTOGRAPHS, NEWS CLIPPINGS
TECHNICAL MANUALS, SPECIFICATIONS, WARRANTIES
POLICY AND PROCEDURE- DIRECTIVES/MANUALS
REQUEST AND COMPLAINT FILES- MADE BY CITIZENS
CONTRACTS, LEASES AND AGREEMENTS
EMPLOYMENT GRIEVANCE AND COMPLAINT RECORDS
PARTICIPANT REGISTRATION/ATTENDANCE- VOLUNTEERS, ETC.
VEHICLE OWNERSHIP AND MAINTENANCE RECORDS
EQUIPMENT OWNERSHIP/MAINTENANCE RECORDS
CALENDARS AND SCHEDULING RECORDS
ADMINISTRATIVE REPORTS- ACTIVITY REPORTS
MEETING RECORDS (INTERNAL STAFF)
ACCIDENT REPORTS- DEPT. COPIES OF WC FILES
ACCOUNTS PAYABLE
ACCOUNTS RECEIVABLE
PURCHASING RECORDS- PURCHASE ORDERS, REQUISITIONS, MATERIAL/COST SPECIFICATIONS
BANKING AND INVESTMENT
RECEIPTS- COPIES OF WHAT WAS ISSUED TO PERSONS PAYING FEES OR FOR ACCOUNTING OF PETTY CASH EXP.
POSTAL RECORDS- DOCUMENTING TRANSACTIONS WITH THE POST OFFICE AND PRIVATE CARRIERS
GRANT RECORDS- INCL. CLAIMS MADE BY CITY TO FEMA/SEMA OR ANOTHER ENTITY
PERMITS AND LICENSES, NOT BUILDING PERMITS
BID RECORDS
INSURANCE POLICY RECORDS
PAYROLL RECORDS
EXPENSE REIMBURSEMENT
FRANCHISES: UTILITIES, CABLE TV, ETC.
DEPRECIATION SCHEDULE FILES- CITY-OWNED EQUIP.

Record	
RECORD SERIES	DESCRIPTION
TIF FILES	EASTLAND
TIF FILES	HARTMAN HERITAGE

TIF FILES-CLOSED	BLUE RIDGE, M291/39TH, BOLGER, HARTMAN
TIF FILES	39TH ST.TTD, ARABIA MUSEUM, FALLS CRACKERNECK
TIF FILES	BASS PRO
TIF FILES	BOLGER SQ, CORNERSTONE, DRUMM FARM
TIF FILES	I-70/470 REDEV, MIDTOWN TRUMAN RD
TIF FILES	MIDTOWN TRUMAN RD 353, MT WASH, N INDEP, NOLAND RD AUTO PL
TIF FILES	MO DEV FINANCE BOARD, TIF POLICY, 6320 CORP, GENERAL INFO
TIF FILES	RECOVERY SALES, RSM REIMB, SANTA FE
TIF FILES	SANTA FE TRAIL, SCHNUCKS
TIF FILES	

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<u>SKP Box Number</u>	<u>Major Description</u>
680392965	WATER FUND JOURNAL ENTRIES
680392964	WATER FUND JOURNAL ENTRIES
680392963	WATER FUND JOURNAL ENTRIES
680392962	WATER FUND JOURNAL ENTRIES
680392970	WATER FUND JOURNAL ENTRIES
680392969	WATER FUND JOURNAL ENTRIES
680392968	WATER FUND JOURNAL ENTRIES
680392967	WATER FUND JOURNAL ENTRIES
655021293	RISK MANAGEMENT
680392961	WATER FUND JOURNAL ENTRIES
655021353	RISK MANAGEMENT
655021451	PAYROLL RECORDS
655064123	39TH ST. TDD
655064124	39TH ST. TDD
655021354	RISK MANAGEMENT
655021316	AP VOUCHERS
680392906	PAYROLL RECORDS
680392907	PAYROLL RECORDS
680392950	CAFR PREP FILES & YEAR END
680392951	CAFR PREP FILES 2007-08 2011-1
655021452	PAYROLL RECORDS
680392902	PAYROLL RECORDS
680392903	PAYROLL RECORDS
680392944	JOURNAL ENTRIES
680392943	JOURNAL ENTRIES
680392955	YEAR END FIXED GOVT ASSETS & E
680392956	CAFR PREPARATION FILES
433940170	SUBSIDIARY LEDGER
433940173	SUBSIDIARY LEDGER
655021302	EVENTS CENTER CID
655021303	GLOBAL ENTERTAINMENT
655021304	GLOBAL ENTERTAINMENT
680392876	CASH RECEIPT ENVELOPES
680392878	TIF TRANSFERS
680392885	CASH RECEIPT ENVELOPES

680392886	CASH RECEIPT ENVELOPES
680392887	JOURNAL ENTRIES GOVERNMENTAL
680392858	JOURNAL ENTRIES P&L
680392859	JOURNAL ENTRIES P&L
680392778	ACCOUNTS RECEIVABLE
680392779	ACCOUNTS RECEIVABLE
680392939	MONTHLY FINANCIAL STATEMENTS
680392766	BUSINESS LICENSE FILES
680392767	BUSINESS LICENSE FILES
680392768	BUSINESS LICENSE FILES
680392881	P&L JOURNAL ENTRIES
680392889	CASH RECEIPT ENVELOPES
680392892	CASH RECEIPT ENVELOPES
680392895	CASH RECEIPT ENVELOPES
680392904	CASH RECEIPT ENVELOPES
680392805	TIF QUARTERLY TAX ADJUSTMENTS
680392810	INTERIM FINANCIAL REPORTS
680392817	SUBSIDIARY LEDGER JOURNAL ENTR
680392860	JOURNAL ENTRIES P&L
680392945	JOURNAL ENTRIES
680392946	JOURNAL ENTRIES
680392959	CASH RECEIPTS ENVELOPES 7-21-1
680392938	MONTHLY FINANCIAL STATEMENTS
680392953	CAFR PREPARATION FILES
680392954	YEAR END ENC ROLLOVER GOUT FIX
680392958	CASH RECEIPTS ENVELOPES 9-22-1
680392861	BUSINESS LICENSE FILES
680392862	BUSINESS LICENSE FILES
680392863	BUSINESS LICENSE FILES
680392864	BUSINESS LICENSE FILES
680392865	AP VOUCHERS
680392866	AP VOUCHERS
680392867	AP VOUCHERS
680392868	AP VOUCHERS
680392870	AP VOUCHERS
680392871	AP VOUCHERS
680392872	AP VOUCHERS
680392874	AP VOUCHERS
680392875	AP VOUCHERS
680392879	AP VOUCHERS
680392882	AP VOUCHERS
680392883	AP VOUCHERS
680392884	AP VOUCHERS
680392888	P&L JOURNAL ENTRIES
680392893	AP VOUCHERS
680392894	AP VOUCHERS
680392897	AP VOUCHERS
680392898	AP VOUCHERS
680392900	AP VOUCHERS

680392908	AP VOUCHERS
680392819	AP VOUCHERS
680392821	AP VOUCHERS
680392822	AP VOUCHERS
680392823	AP VOUCHERS
680392824	AP VOUCHERS
680392826	AP VOUCHERS
680392827	BUSINESS LICENSE FILES
680392828	BUSINESS LICENSE FILES
680392829	BUSINESS LICENSE FILES
680392830	
680392831	

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COMMUNAL	
Destruction	
Department Specific	DESCRIPTION
	-PERMITS FOR COMPLETED STRUCTURES
	-DEMOLITION PERMITS
	-PERMITS FOR TRADES
	ENVIRONMENTAL COMPLAINTS- INSPECTIONS/INVESTIGATIONS
	BUILDING PLANS AND DRAWINGS (BLUEPRINTS SUBMITTED FOR ZONING/BUILDING APPROVAL)
	LOCAL FINANCE INITIATIVE ADMINISTRATIVE RECORDS- TIF, CID, NID, TDD- PROVING CREATION
	LOCAL FINANCE INITIATIVE FINANCIAL SUPPORT RECORDS- TIF, CID, NID, TDD- DOCUMENTS THAT PROVIDE THE BASIS FOR GENERAL LEDGER
	GEOGRAPHIC INFORMATION SYSTEM (GIS) DERIVATIVE DATA
	HEALTH DEPARTMENT INSPECTION REPORTS
	DANGEROUS BUILDING FILE
	MONTHLY REPORTS OF BUILDING PERMITS ISSUED
	BUILDING CODE INSPECTION & ENFORCEMENT FILES
	FOOD HANDLER INSPECTION RECORDS
	ZONING VIOLATIONS: WRITTEN NOTICE/CITATIONS
	RECEIPTS- DEPT. COPIES OF WHAT WAS ISSUED TO PERSONS PAYING FEES OR FOR ACCOUNTING OF PETTY CASH EXP.
	GENERAL CORRESPONDENCE
	VENDOR FILES/LISTS/REGISTERS

Retentions Applicable to all/most Departments

WORK ORDERS/SERVICE REQUESTS (INTERNAL)
MEETING RECORDS- COUNCIL, BOARDS, ETC.
TIME & ATTENDANCE
LEAVE REQUESTS
PUBLICATIONS- NEWSLETTERS, PAMPHLETS, ETC.
SCRAPBOOKS, PHOTOGRAPHS, NEWS CLIPPINGS
TECHNICAL MANUALS, SPECIFICATIONS, WARRANTIES
POLICY AND PROCEDURE- DIRECTIVES/MANUALS
REQUEST AND COMPLAINT FILES- MADE BY CITIZENS
CONTRACTS, LEASES AND AGREEMENTS
EMPLOYMENT GRIEVANCE AND COMPLAINT RECORDS
PARTICIPANT REGISTRATION/ATTENDANCE- VOLUNTEERS, ETC.
VEHICLE OWNERSHIP AND MAINTENANCE RECORDS
EQUIPMENT OWNERSHIP/MAINTENANCE RECORDS
CALENDARS AND SCHEDULING RECORDS
ADMINISTRATIVE REPORTS- ACTIVITY REPORTS
MEETING RECORDS (INTERNAL STAFF)
ACCIDENT REPORTS- DEPT. COPIES OF WC FILES
ACCOUNTS PAYABLE
ACCOUNTS RECEIVABLE
PURCHASING RECORDS- PURCHASE ORDERS, REQUISITIONS, MATERIAL/COST SPECIFICATIONS
BANKING AND INVESTMENT
RECEIPTS- COPIES OF WHAT WAS ISSUED TO PERSONS PAYING FEES OR FOR ACCOUNTING OF PETTY CASH EXP.
POSTAL RECORDS- DOCUMENTING TRANSACTIONS WITH THE POST OFFICE AND PRIVATE CARRIERS
GRANT RECORDS- INCL. CLAIMS MADE BY CITY TO FEMA/SEMA OR ANOTHER ENTITY
PERMITS AND LICENSES, NOT BUILDING PERMITS
BID RECORDS
INSURANCE POLICY RECORDS
PAYROLL RECORDS
EXPENSE REIMBURSEMENT
FRANCHISES: UTILITIES, CABLE TV, ETC.
DEPRECIATION SCHEDULE FILES- CITY-OWNED EQUIP.

Record	
RECORD SERIES	DESCRIPTION
Addi	

Destructio	
Department Specific	DESCRIPTION
	HEALTH DEPARTMENT INSPECTION REPORTS
	REPORTS SUBMITTED TO COUNTY OR STATE HEALTH DEPT.
	VITAL RECORDS APPLICATIONS
	PATIENT/CLIENT MEDICAL RECORDS (IMMUNIZATIONS)
	ACCREDITATION RECORDS
	COMPLIANCE PROGRAM DOCUMENTATION
	HIPAA DOCUMENTATION
	QUALITY IMPROVEMENT/ASSURANCE RECORDS
	MEALS PROVIDED
	QUALITY CONTROL RECORDS
	REPORTS
	INFECTION CONTROL RECORDS
	MEDICAL INDEXES
	PHARMACY CONTROL RECORD
	PHARMACY RECORDS
	PERMITS AND LICENSES, NOT BUILDING PERMITS (INCLUDES FOOD HANDLER CARDS)
nents	RECEIPTS- DEPT. COPIES OF WHAT WAS ISSUED TO PERSONS PAYING FEES OR FOR ACCOUNTING OF PETTY CASH EXP.
	GENERAL CORRESPONDENCE
	VENDOR FILES/LISTS/REGISTERS
	WORK ORDERS/SERVICE REQUESTS (INTERNAL)
	MEETING RECORDS- COUNCIL, BOARDS, ETC.
	TIME & ATTENDANCE
	LEAVE REQUESTS
	PUBLICATIONS- NEWSLETTERS, PAMPHLETS, ETC.
	SCRAPBOOKS, PHOTOGRAPHS, NEWS CLIPPINGS
	TECHNICAL MANUALS, SPECIFICATIONS, WARRANTIES
	POLICY AND PROCEDURE- DIRECTIVES/MANUALS

Retentions Applicable to all/most Departn

REQUEST AND COMPLAINT FILES- MADE BY CITIZENS
CONTRACTS, LEASES AND AGREEMENTS
EMPLOYMENT GRIEVANCE AND COMPLAINT RECORDS
PARTICIPANT REGISTRATION/ATTENDANCE- VOLUNTEERS, ETC.
VEHICLE OWNERSHIP AND MAINTENANCE RECORDS
EQUIPMENT OWNERSHIP/MAINTENANCE RECORDS
CALENDARS AND SCHEDULING RECORDS
ADMINISTRATIVE REPORTS- ACTIVITY REPORTS
MEETING RECORDS (INTERNAL STAFF)
ACCIDENT REPORTS- DEPT. COPIES OF WC FILES
ACCOUNTS PAYABLE
ACCOUNTS RECEIVABLE
PURCHASING RECORDS- PURCHASE ORDERS, REQUISITIONS, MATERIAL/COST SPECIFICATIONS
BANKING AND INVESTMENT
RECEIPTS- COPIES OF WHAT WAS ISSUED TO PERSONS PAYING FEES OR FOR ACCOUNTING OF PETTY CASH EXP.
POSTAL RECORDS- DOCUMENTING TRANSACTIONS WITH THE POST OFFICE AND PRIVATE CARRIERS
GRANT RECORDS- INCL. CLAIMS MADE BY CITY TO FEMA/SEMA OR ANOTHER ENTITY
PERMITS AND LICENSES, NOT BUILDING PERMITS
BID RECORDS
INSURANCE POLICY RECORDS
PAYROLL RECORDS
EXPENSE REIMBURSEMENT
FRANCHISES: UTILITIES, CABLE TV, ETC.
DEPRECIATION SCHEDULE FILES- CITY-OWNED EQUIP.

Record	
RECORD SERIES	DESCRIPTION
ADMINISTRATIVE	PAYROLL
ADMINISTRATIVE	CASH RECEIPTS
ADMINISTRATIVE	BUDGET RECORDS
ADMINISTRATIVE	GRANT RECORDS

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Destruction	
Department Specific	DESCRIPTION
	ACCOUNTS PAYABLE- PHONE LINE INVOICES, INCLUDING LONG DISTANCE
	TELECOMMUNICATIONS LOG- LOG OF ALL CALLS
	TELECOMMUNICATIONS SYSTEM MANAGEMENT
	COMPUTER SOFTWARE LICENSING FILES
Applicable to all/most Departments	COMPUTER SYSTEM DOCUMENTATION
	RECEIPTS- DEPT. COPIES OF WHAT WAS ISSUED TO PERSONS PAYING FEES OR FOR ACCOUNTING OF PETTY CASH EXP.
	GENERAL CORRESPONDENCE
	VENDOR FILES/LISTS/REGISTERS
	WORK ORDERS/SERVICE REQUESTS (INTERNAL)
	MEETING RECORDS- COUNCIL, BOARDS, ETC.
	TIME & ATTENDANCE
	LEAVE REQUESTS
	PUBLICATIONS- NEWSLETTERS, PAMPHLETS, ETC.
	SCRAPBOOKS, PHOTOGRAPHS, NEWS CLIPPINGS
	TECHNICAL MANUALS, SPECIFICATIONS, WARRANTIES
	POLICY AND PROCEDURE- DIRECTIVES/MANUALS
	REQUEST AND COMPLAINT FILES- MADE BY CITIZENS
	CONTRACTS, LEASES AND AGREEMENTS
	EMPLOYMENT GRIEVANCE AND COMPLAINT RECORDS
	PARTICIPANT REGISTRATION/ATTENDANCE- VOLUNTEERS, ETC.
	VEHICLE OWNERSHIP AND MAINTENANCE RECORDS
	EQUIPMENT OWNERSHIP/MAINTENANCE RECORDS
	CALENDARS AND SCHEDULING RECORDS
	ADMINISTRATIVE REPORTS- ACTIVITY REPORTS
	MEETING RECORDS (INTERNAL STAFF)
	ACCIDENT REPORTS- DEPT. COPIES OF WC FILES
	ACCOUNTS PAYABLE
	ACCOUNTS RECEIVABLE
	PURCHASING RECORDS- PURCHASE ORDERS, REQUISITIONS, MATERIAL/COST SPECIFICATIONS
	BANKING AND INVESTMENT

Retention	RECEIPTS- COPIES OF WHAT WAS ISSUED TO PERSONS PAYING FEES OR FOR ACCOUNTING OF PETTY CASH EXP.
	POSTAL RECORDS- DOCUMENTING TRANSACTIONS WITH THE POST OFFICE AND PRIVATE CARRIERS
	GRANT RECORDS- INCL. CLAIMS MADE BY CITY TO FEMA/SEMA OR ANOTHER ENTITY
	PERMITS AND LICENSES, NOT BUILDING PERMITS
	BID RECORDS
	INSURANCE POLICY RECORDS
	PAYROLL RECORDS
	EXPENSE REIMBURSEMENT
	FRANCHISES: UTILITIES, CABLE TV, ETC.
	DEPRECIATION SCHEDULE FILES- CITY-OWNED EQUIP.

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Department Specific	HUM
	Destruction
	DESCRIPTION
	EMPLOYEE PERSONNEL RECORDS- THE MASTER RECORD LOCATED IN HR
	-DEPT. COPIES OF PERSONNEL DOCUMENTS
	EQUAL EMPLOYMENT OPPORTUNITY RECORDS
	EMPLOYMENT ELIGIBILITY VERIFICATION FORMS
	EMPLOYEE BENEFIT RECORDS- LAGERS, SUPPLEMENTAL INSURANCE, YEAR-END LEAVE BALANCE REPORTS
	EMPLOYEES' WITHHOLDING ALLOWANCE CERTIFICATES
	DRUG TESTING RECORDS
	EMPLOYMENT GRIEVANCE AND COMPLAINT RECORDS
	EMPLOYMENT RECRUITMENT & SELECTION RECORDS

Departments Applicable to all/most Departments

POSITION DESCRIPTION, CLASSIFICATION AND COMPENSATION RECORDS
TRAINING RECORDS- MANUALS, VIDEOS, ETC.
UNEMPLOYMENT INSURANCE CASE FILES
HEALTH POLICY DOCUMENTATION (RELATED TO HIPAA)
TEMPORARY EMPLOYEE FILES
RECEIPTS- DEPT. COPIES OF WHAT WAS ISSUED TO PERSONS PAYING FEES OR FOR ACCOUNTING OF PETTY CASH EXP.
GENERAL CORRESPONDENCE
VENDOR FILES/LISTS/REGISTERS
WORK ORDERS/SERVICE REQUESTS (INTERNAL)
MEETING RECORDS- COUNCIL, BOARDS, ETC.
TIME & ATTENDANCE
LEAVE REQUESTS
PUBLICATIONS- NEWSLETTERS, PAMPHLETS, ETC.
SCRAPBOOKS, PHOTOGRAPHS, NEWS CLIPPINGS
TECHNICAL MANUALS, SPECIFICATIONS, WARRANTIES
POLICY AND PROCEDURE- DIRECTIVES/MANUALS
REQUEST AND COMPLAINT FILES- MADE BY CITIZENS
CONTRACTS, LEASES AND AGREEMENTS
EMPLOYMENT GRIEVANCE AND COMPLAINT RECORDS
PARTICIPANT REGISTRATION/ATTENDANCE- VOLUNTEERS, ETC.
VEHICLE OWNERSHIP AND MAINTENANCE RECORDS
EQUIPMENT OWNERSHIP/MAINTENANCE RECORDS
CALENDARS AND SCHEDULING RECORDS
ADMINISTRATIVE REPORTS- ACTIVITY REPORTS
MEETING RECORDS (INTERNAL STAFF)
ACCIDENT REPORTS- DEPT. COPIES OF WC FILES
ACCOUNTS PAYABLE
ACCOUNTS RECEIVABLE
PURCHASING RECORDS- PURCHASE ORDERS, REQUISITIONS, MATERIAL/COST SPECIFICATIONS
BANKING AND INVESTMENT
RECEIPTS- COPIES OF WHAT WAS ISSUED TO PERSONS PAYING FEES OR FOR ACCOUNTING OF PETTY CASH EXP.

Reter	POSTAL RECORDS- DOCUMENTING TRANSACTIONS WITH THE POST OFFICE AND PRIVATE CARRIERS
	GRANT RECORDS- INCL. CLAIMS MADE BY CITY TO FEMA/SEMA OR ANOTHER ENTITY
	PERMITS AND LICENSES, NOT BUILDING PERMITS
	BID RECORDS
	INSURANCE POLICY RECORDS
	PAYROLL RECORDS
	EXPENSE REIMBURSEMENT
	FRANCHISES: UTILITIES, CABLE TV, ETC.
	DEPRECIATION SCHEDULE FILES- CITY-OWNED EQUIP.
Addi	
	EMPLOYEE TESTING

Dest	
	<u>DESCRIPTION</u>
	DISASTER PREPAREDNESS AND RECOVERY PLANS
	TRAINING RECORDS
	VEHICLE OPERATION RECORDS
	DEPARTMENTAL RULES AND REGULATIONS
	GENERAL CORRESPONDENCE
	VENDOR FILES/LISTS/REGISTERS
	WORK ORDERS/SERVICE REQUESTS (INTERNAL)

Emergency Management Specific

MEETING RECORDS- COUNCIL, BOARDS, ETC.

TIME & ATTENDANCE

LEAVE REQUESTS

PUBLICATIONS- NEWSLETTERS, PAMPHLETS, ETC.

SCRAPBOOKS, PHOTOGRAPHS, NEWS CLIPPINGS

TECHNICAL MANUALS, SPECIFICATIONS, WARRANTIES

POLICY AND PROCEDURE- DIRECTIVES/MANUALS

	REQUEST AND COMPLAINT FILES- MADE BY CITIZENS
	CONTRACTS, LEASES AND AGREEMENTS
	EMPLOYMENT GRIEVANCE AND COMPLAINT RECORDS
	UNSUCCESSFUL GRANT APPLICATIONS
	PARTICIPANT REGISTRATION/ATTENDANCE- VOLUNTEERS, ETC.
	VEHICLE OWNERSHIP AND MAINTENANCE RECORDS
	EQUIPMENT OWNERSHIP/MAINTENANCE RECORDS
	CALENDARS AND SCHEDULING RECORDS
	ADMINISTRATIVE REPORTS- ACTIVITY REPORTS
	MEETING RECORDS (INTERNAL STAFF)
	ACCIDENT REPORTS- DEPT. COPIES OF WC FILES

ACCOUNTS PAYABLE

ACCOUNTS RECEIVABLE

PURCHASING RECORDS- PURCHASE ORDERS, REQUISITIONS,
MATERIAL/COST SPECIFICATIONS

BANKING AND INVESTMENT

RECEIPTS- COPIES OF WHAT WAS ISSUED TO PERSONS PAYING FEES OR
FOR ACCOUNTING OF PETTY CASH EXP.

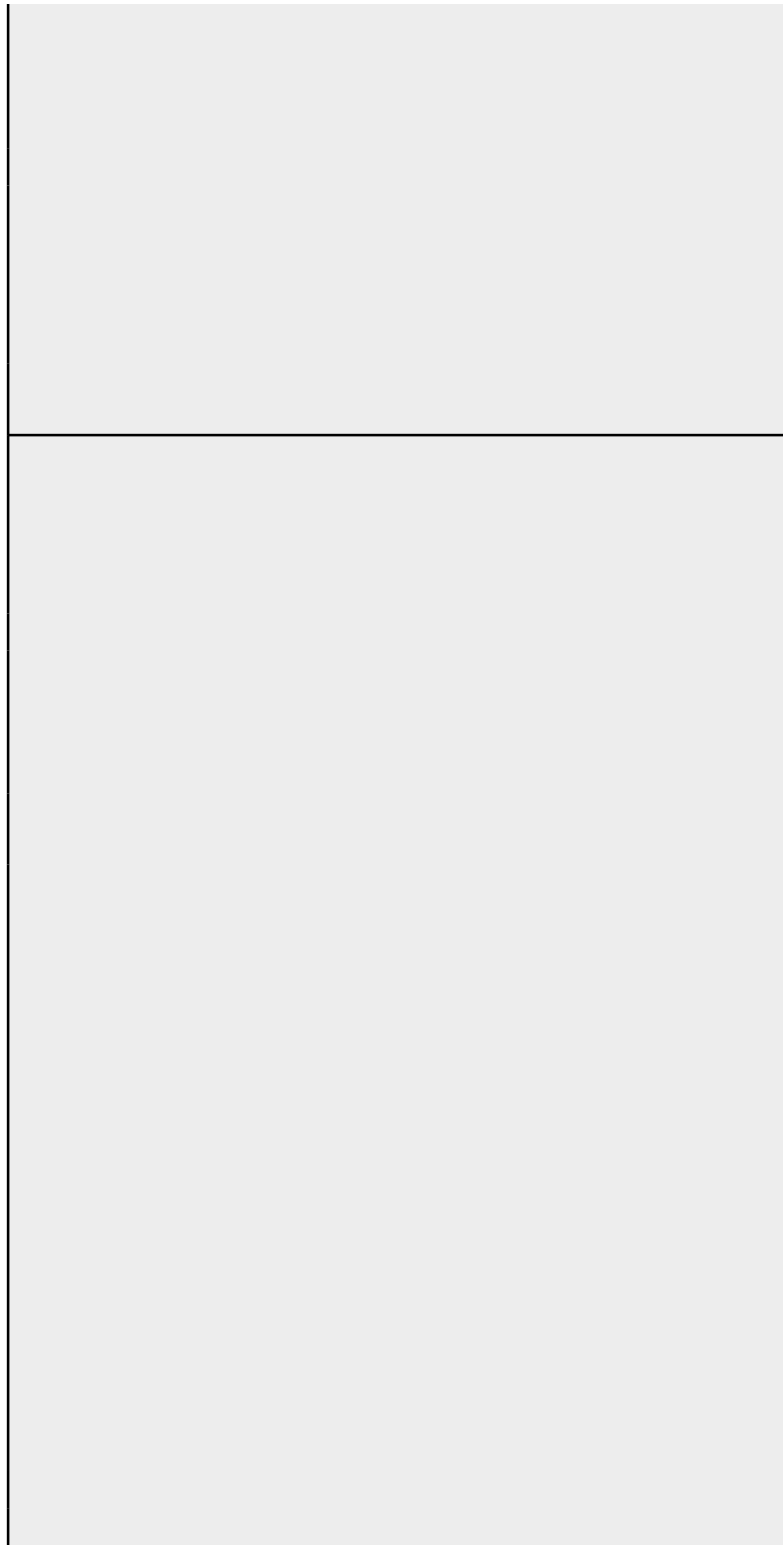
POSTAL RECORDS- DOCUMENTING TRANSACTIONS WITH THE POST
OFFICE AND PRIVATE CARRIERS

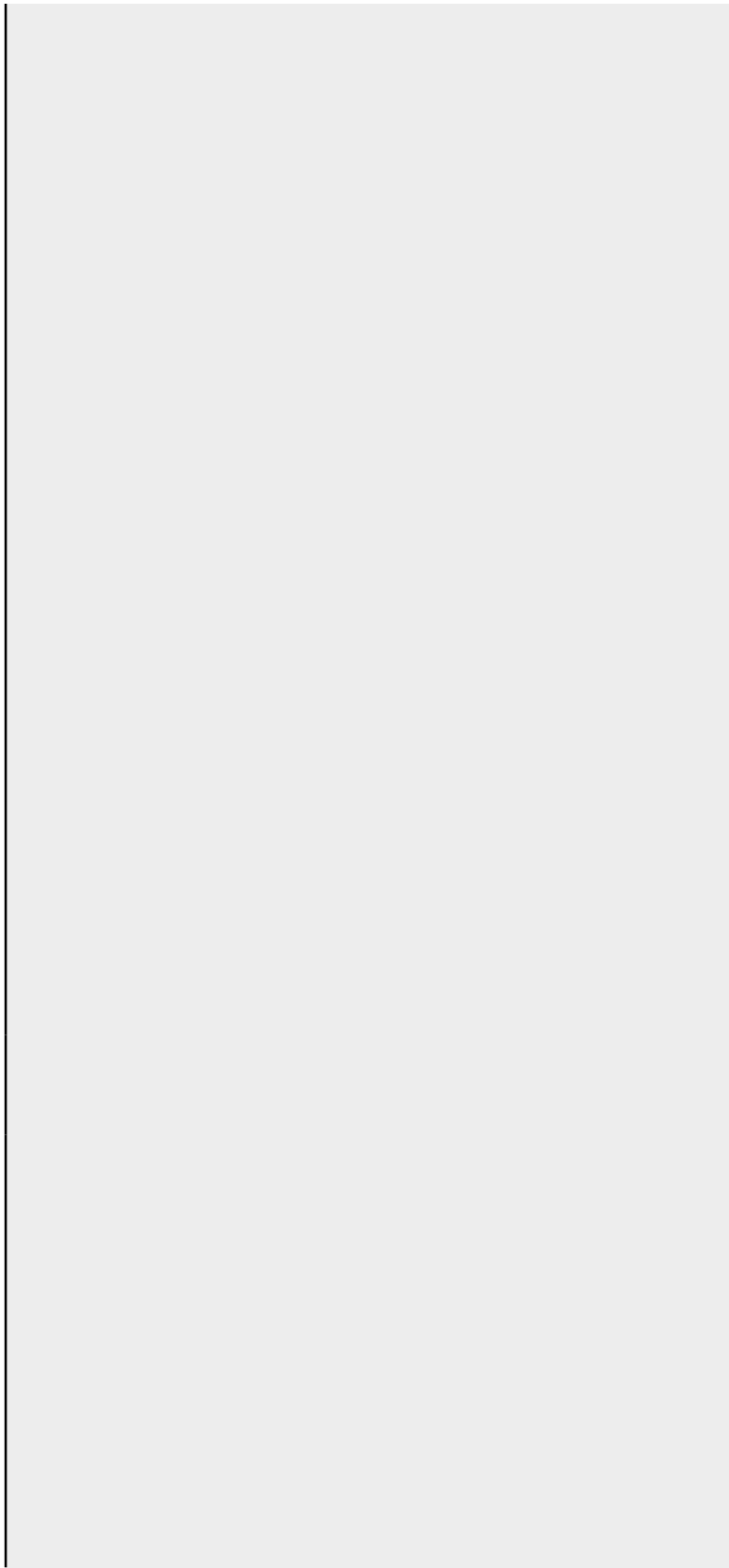
GRANT RECORDS- INCL. CLAIMS MADE BY CITY TO FEMA/SEMA OR
ANOTHER ENTITY

PERMITS AND LICENSES, NOT BUILDING PERMITS

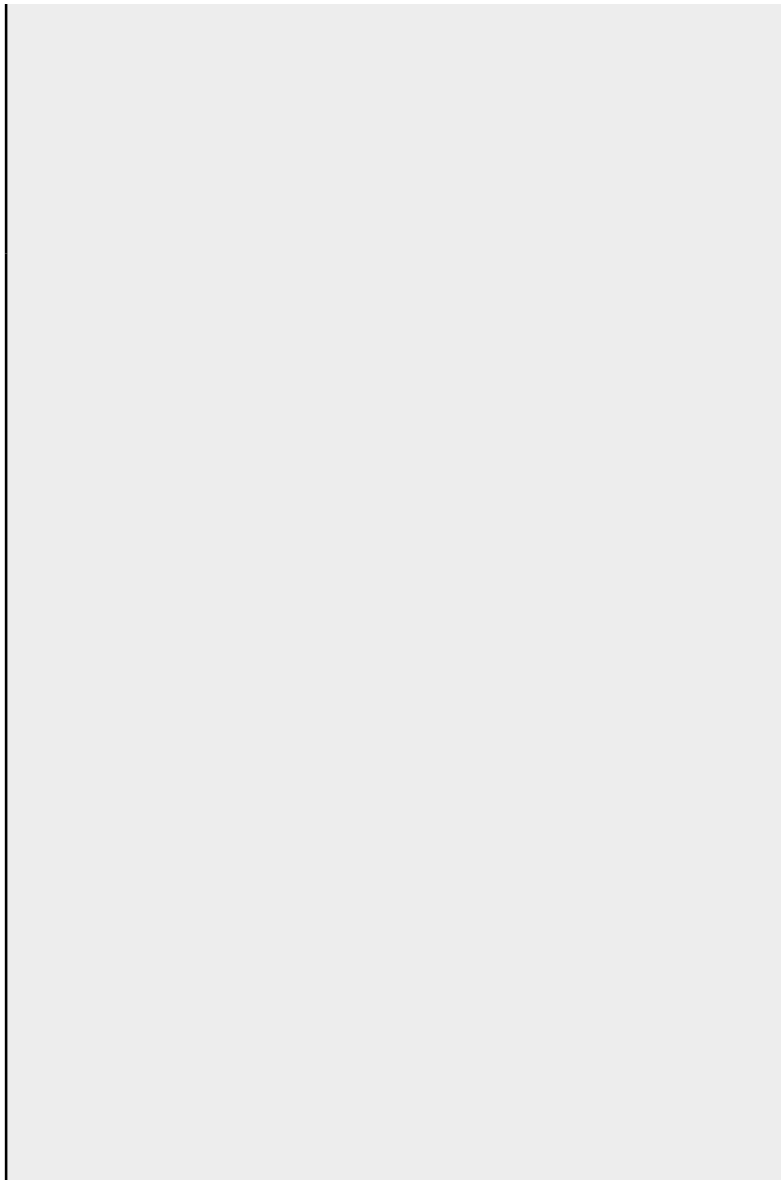
Retentions Applicable to all/most De

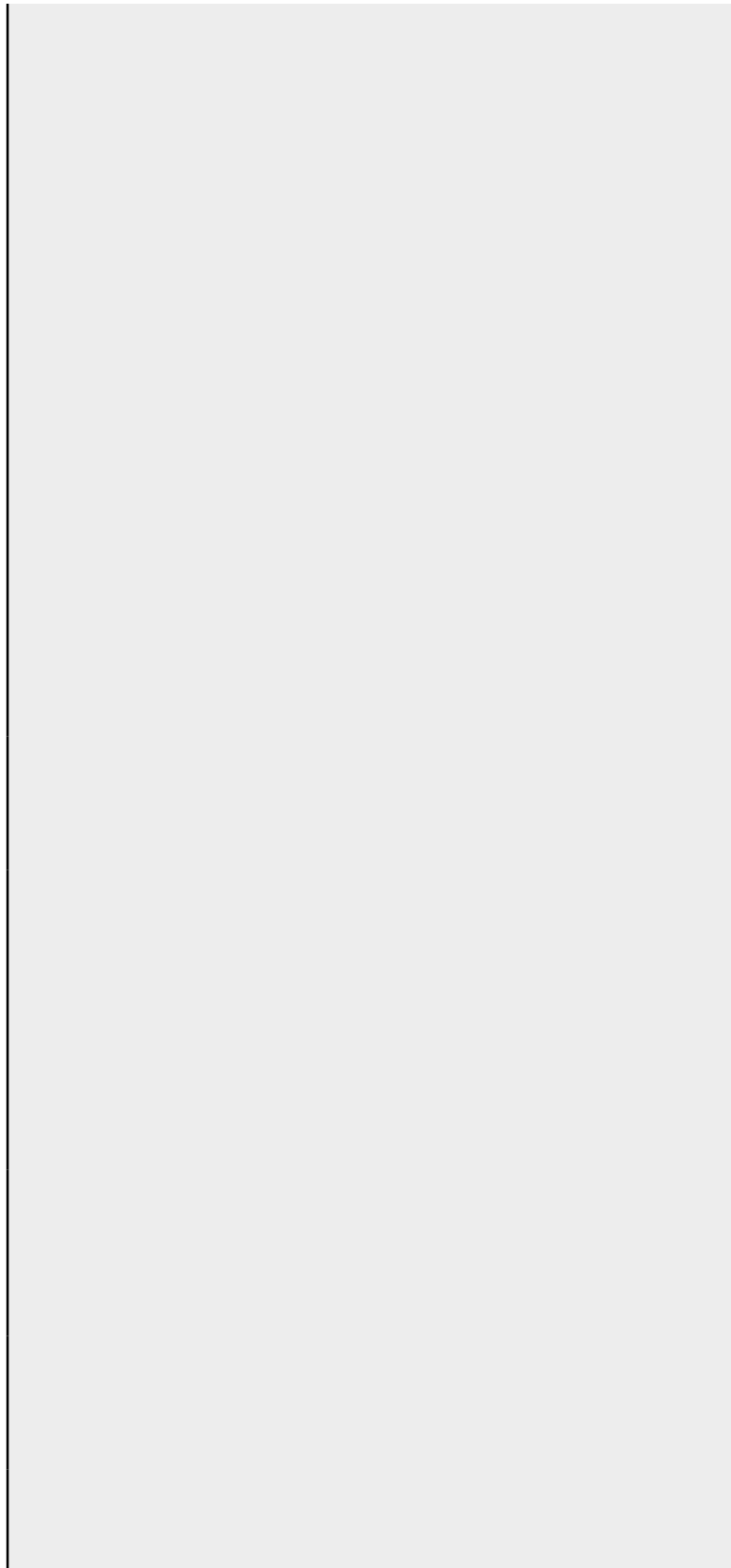
BID RECORDS
INSURANCE POLICY RECORDS
PAYROLL RECORDS
EXPENSE REIMBURSEMENT
FRANCHISES: UTILITIES, CABLE TV, ETC.
DEPRECIATION SCHEDULE FILES- CITY-OWNED EQUIP.





Retentions Applicable to all/most Departments





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CREATION AND TOURISM DEPARTMENT

on Ready-2023 End of Year Destruction

<u>RECORDS TO THE END OF</u>	<u>SERIES CODE</u>
2013	GS023
2020	GS065
2018	M1001
2020	M1011
2018	M1401
2018	M1402
2018	M1403/1404
2018	M1405
2016/2022	GS011
2022	GS012
SUPERSEDED/OBSOLETE	GS019
2020	GS020
PERMANENT	GS021
2018	GS028
2018	GS029
SUPERSEDED/PERMANENT	GS036
ONLY KEEP IF HISTORICAL VALUE	GS038
DISPOSITION OF EQUIPMENT/WARRANTY	GS039
SUPERSEDED/PERMANENT	GS047
2020	GS049
2018/2022	GS060
AS NEEDED	GS061
2020	GS065
SALE OF VEHICLE	GS067
LIFE OF EQUIPMENT	GS069
2022	GS072
2020-2018	GS076
2020	GS085
2018	M0001
2016/2018	GS007
2016/2018	GS008
2018	GS009
2016/2018/2022	GS010

2016/2022	GS011
2022	GS015
PERMANENT/2020/2022	GS040
2021	GS050
2018/2020	GS055
2017	GS056
1953-1948/2018	GS068
2016/2022	GS070
2018	M0022
2020	M0713
2019	M0713

Additional Records-2023 End of Year Destruction

POLICE DEPARTMENT

on Ready-2023 End of Year Destruction

<u>RECORDS TO THE END OF</u>	<u>SERIES CODE</u>
PERMANENT	POL001
PERMANENT	POL002
PERMANENT	POL003
PERMANENT	POL004
2021	POL005
PERMANENT	POL006
2022	POL007
2018/2016	POL008
2022	POL009
2022	POL010
30 DAYS PLUS EXTRACTED VIDEO	POL011
ORIGINAL FILE RETAINED IN POSSESSION OF COURT THAT ISSUED	POL012
2022	POL013
2018	POL014

PERMANENT	POL016
2021	POL017
	POL021
2022	POL024
2018	POL025
2018	POL026
1973	POL027
2022	PSAP004
2021	M0102
2021	M0103
2021	M0104
2016/2022	GS011
2022	GS012
SUPERSEDED/OBSOLETE	GS019
2020	GS020
PERMANENT	GS021
2018	GS028
2018	GS029
SUPERSEDED/PERMANENT	GS036
ONLY KEEP IF HISTORICAL VALUE	GS038
DISPOSITION OF EQUIPMENT/WARRANTY	GS039
SUPERSEDED/PERMANENT	GS047
2020	GS049
2018/2022	GS060
AS NEEDED	GS061
2020	GS065
SALE OF VEHICLE	GS067
LIFE OF EQUIPMENT	GS069
2022	GS072
2020-2018	GS076
2020	GS085
2018	M0001
2016/2018	GS007
2016/2018	GS008
2018	GS009

2016/2018/2022	GS010
2016/2022	GS011
2022	GS015
PERMANENT/2020/2022	GS040
2021	GS050
2018/2020	GS055
2017	GS056
1953-1948/2018	GS068
2016/2022	GS070
2018	M0022
2020	M0713

Additional Records-2023 End of Year Destruction

Bond Log Sheets (2021-2023)
Bond Receipt Books (2020- 2023)
Voided Tickets
Serialized Unit Application Packets 2020 and older

FINANCE DEPARTMENT	
on Ready-2023 End of Year Destruction	
<u>RECORDS TO THE END OF</u>	<u>SERIES CODE</u>
2018	GS004
2016	GS006
2016/2018	GS007
2016/2018	GS008
2018	GS009
2016/2018/2022	GS010
2016/2022	GS011
2022	GS015
PERMANENT/2018/2022	GS040

2017	GS045
2021	GS050
2016	GS054
2018/2020	GS055
2017	GS056
1953-1948/2018	GS068
2018/2022	GS070
2013	GS092
2013	GS093
2016	§28.017
2018	M0022
2016	M0704
2018	M0706
2013	M0706.1
2013/2018	M0707
2021	M0709
2020	M0713
2016	M0717
2016	M0718
2018	M0720
2018	M0734A
2018/2021	M0745
2017	M0750
2018	M0752
2013	M0756
2018	M0756.1
2013	M0757
2018	M0764
2016/2022	GS011
2022	GS012
SUPERSEDED/OBSOLETE	GS019
2020	GS020
PERMANENT	GS021
2018	GS028
2018	GS029

SUPERSEDED/PERMANENT	GS036
ONLY KEEP IF HISTORICAL VALUE	GS038
DISPOSITION OF EQUIPMENT/WARRANTY	GS039
SUPERSEDED/PERMANENT	GS047
2020	GS049
2018/2022	GS060
AS NEEDED	GS061
2020	GS065
SALE OF VEHICLE	GS067
LIFE OF EQUIPMENT	GS069
2022	GS072
2020-2018	GS076
2020	GS085
2018	M0001
2016/2018	GS007
2016/2018	GS008
2018	GS009
2016/2018/2022	GS010
2016/2022	GS011
2022	GS015
PERMANENT/2020/2022	GS040
2021	GS050
2018/2020	GS055
2017	GS056
1953-1948/2018	GS068
2016/2022	GS070
2018	M0022
2020	M0713

ds Center Items-2023 End of Year Destruction

<u>RECORDS TO THE END OF</u>	<u>SERIES CODE</u>
2005	GS093
2005	GS093

2007	GS093
2007	GS093
2006	GS093
2008	GS093
2008	GS093
2003	GS093
2008	GS093
2008	GS093
2004	GS093
2002	GS093

on Mountain-2022 End of Year Destruction

<u>From Date</u>	<u>To Date</u>
1/1/2002	12/31/2001
1/1/2003	12/31/2002
1/1/2004	12/31/2003
1/1/2005	12/31/2004
1/1/2006	12/31/2005
1/1/2007	12/31/2006
1/1/2008	12/31/2007
1/1/2009	12/31/2008
1/1/2009	10/15/2010
1/1/2010	12/31/2009
1/1/2009	6/30/2009
7/1/2010	6/30/2010
9/22/2010	1/22/2010
1/22/2011	2/25/2010
1/1/2010	6/30/2010
1/19/2012	2/2/2011
10/1/2012	12/31/2011
1/1/2012	9/30/2011
1/1/2012	12/31/2012
7/1/2011	6/30/2012
10/1/2013	12/31/2012
1/1/2013	9/30/2012
7/1/2013	3/1/2013
4/1/2013	6/1/2013
1/1/2013	12/31/2013
1/1/2013	12/31/2013
1/1/2011	6/30/2010
7/1/2008	6/30/2010
8/9/2006	1/28/2008
10/5/2010	10/8/2012
3/26/2008	5/12/2009
8/28/2014	12/11/2013
10/3/2014	10/3/2013
8/1/2014	10/31/2013

7/1/2014	8/31/2013
7/1/2013	6/30/2013
1/1/2014	6/30/2013
7/1/2014	12/31/2013
4/1/2009	6/30/2013
4/1/2009	6/30/2013
6/1/2015	12/31/2014
1/1/2013	12/31/2014
1/1/2015	12/31/2014
1/1/2015	12/31/2014
7/1/2015	12/31/2014
11/1/2014	1/31/2014
1/1/2015	3/31/2014
3/31/2015	5/31/2014
5/31/2015	6/30/2014
7/1/2004	6/30/2011
6/30/2007	5/31/2014
7/1/2010	6/30/2014
1/1/2015	6/30/2014
7/1/2014	3/1/2014
4/1/2014	6/1/2014
7/1/2016	9/21/2015
1/1/2016	12/1/2015
1/1/2017	12/31/2014
1/1/2014	12/31/2014
9/22/2016	12/21/2015
1/1/2016	12/31/2015
1/1/2016	12/31/2015
1/1/2016	12/31/2015
1/1/2016	12/31/2015
7/29/2016	8/12/2015
7/22/2016	7/29/2015
7/1/2016	7/22/2015
6/24/2016	7/1/2015
6/10/2016	6/30/2015
8/16/2016	9/9/2015
8/12/2016	8/26/2015
4/22/2016	5/5/2015
5/5/2016	5/13/2015
11/4/2016	11/18/2015
10/28/2016	11/4/2015
11/18/2016	12/9/2015
12/9/2016	12/16/2015
1/1/2016	6/30/2015
10/7/2016	10/14/2015
10/14/2016	10/28/2015
6/10/2016	6/24/2015
7/3/2013	10/29/2015
9/23/2016	10/7/2015

1/1/2004	12/31/2015
3/25/2016	4/8/2015
3/4/2016	3/18/2015
2/18/2016	3/4/2015
2/4/2016	2/18/2015
1/21/2016	2/4/2015
12/17/2015	1/7/2015
1/1/2016	12/31/2015
1/1/2016	12/31/2015
1/1/2016	12/31/2015
1/1/2016	12/31/2015
9/12/2015	5/22/2015

Additional Records-2023 End of Year Destruction

UNITY DEVELOPMENT DEPARTMENT

on Ready-2024 Mid Year Destruction

<u>RECORDS TO THE END OF</u>	<u>SERIES CODE</u>
LIFE OF STRUCTURE	GS052
2023	GS052
2018	GS052
PERMANENT/2018	GS081
2013/2018/2022	GS099
2013	GS092
2013	GS093
SUPERCEDED/OBSOLETE	GS102
COMPLETION OF AUDIT	HDH0001
2018/2022	M0207
2020	M0208
2018	M0217
2018	M0801
2018	M1205
2016/2022	GS011
2022	GS012
SUPERSEDED/OBSOLETE	GS019

2020	GS020
PERMANENT	GS021
2018	GS028
2018	GS029
SUPERSEDED/PERMANENT	GS036
ONLY KEEP IF HISTORICAL VALUE	GS038
DISPOSITION OF EQUIPMENT/WARRANTY	GS039
SUPERSEDED/PERMANENT	GS047
2020	GS049
2018/2022	GS060
AS NEEDED	GS061
2020	GS065
SALE OF VEHICLE	GS067
LIFE OF EQUIPMENT	GS069
2022	GS072
2020-2018	GS076
2020	GS085
2018	M0001
2016/2018	GS007
2016/2018	GS008
2018	GS009
2016/2018/2022	GS010
2016/2022	GS011
2022	GS015
PERMANENT/2020/2022	GS040
2021	GS050
2018/2020	GS055
2017	GS056
1953-1948/2018	GS068
2016/2022	GS070
2018	M0022
2020	M0713

Records Center Items-2023 End of Year Destruction

<u>RECORDS TO THE END OF</u>	<u>SERIES CODE</u>

Additional Records-2023 End of Year Destruction

HEALTH DEPARTMENT

Records Ready-2023 End of Year Destruction

<u>RECORDS TO THE END OF</u>	<u>SERIES CODE</u>
2018	HDH0001
2020	HDH0002
2018	HDH0005
2013	HDH0010
2 REACCREDITATION CYCLES	HDH0100
2013	HDH0102
2017	HDH0104
2020	HDH0107
COMPLETION OF AUDIT	HDH0300
2021	HDH0503
2021	HDH0504
2018	HDH0602
PERMANENT	HDH0603
2021	HDH0700
2018	HDH0701
2021	GS050
2016/2022	GS011
2022	GS012
SUPERSEDED/OBSOLETE	GS019
2020	GS020
PERMANENT	GS021
2018	GS028
2018	GS029
SUPERSEDED/PERMANENT	GS036
ONLY KEEP IF HISTORICAL VALUE	GS038
DISPOSITION OF EQUIPMENT/WARRANTY	GS039
SUPERSEDED/PERMANENT	GS047

2020	GS049
2018/2022	GS060
AS NEEDED	GS061
2020	GS065
SALE OF VEHICLE	GS067
LIFE OF EQUIPMENT	GS069
2022	GS072
2020-2018	GS076
2020	GS085
2018	M0001
2016/2018	GS007
2016/2018	GS008
2018	GS009
2016/2018/2022	GS010
2016/2022	GS011
2022	GS015
PERMANENT/2020/2022	GS040
2021	GS050
2018/2020	GS055
2017	GS056
1953-1948/2018	GS068
2016/2022	GS070
2018	M0022
2020	M0713

Records Center Items-2023 End of Year Destruction

<u>RECORDS TO THE END OF</u>	<u>SERIES CODE</u>
2018	
2018	
2016	
2018	

Additional Records-2023 End of Year Destruction

TECHNOLOGY SERVICES	
on Ready-2023 End of Year Destruction	
RECORDS TO THE END OF	SERIES CODE
2018	GS007
2022	GS016
2022	GS017
2018	GS024
2022	GS025
2016/2022	GS011
2022	GS012
SUPERSEDED/OBSOLETE	GS019
2020	GS020
PERMANENT	GS021
2018	GS028
2018	GS029
SUPERSEDED/PERMANENT	GS036
ONLY KEEP IF HISTORICAL VALUE	GS038
DISPOSITION OF EQUIPMENT/WARRANTY	GS039
SUPERSEDED/PERMANENT	GS047
2020	GS049
2018/2022	GS060
AS NEEDED	GS061
2020	GS065
SALE OF VEHICLE	GS067
LIFE OF EQUIPMENT	GS069
2022	GS072
2020-2018	GS076
2020	GS085
2018	M0001
2016/2018	GS007
2016/2018	GS008
2018	GS009
2016/2018/2022	GS010

2016/2022	GS011
2022	GS015
PERMANENT/2020/2022	GS040
2022	GS050
2018/2020	GS055
2017	GS056
1953-1948/2018	GS068
2016/2022	GS070
2018	M0022
2020	M0713

Additional Records-2023 End of Year Destruction

MAN RESOURCES DEPARTMENT

on Ready-2023 End of Year Destruction

<u>RECORDS TO THE END OF</u>	<u>SERIES CODE</u>
2013/2003	GS026
2022	
PERMANENT/2020/2022	GS030
2020/2022	GS031
1948/2020	GS032
2018	GS035
2018/2022/2016	GS043
2018	GS061
2020/2022	GS062

2020	GS063
SUPERSEDED/2020/2018	GS064
2021	GS090
2017	GS100
2018	GS114
2016/2022	GS011
2022	GS012
SUPERSEDED/OBSOLETE	GS019
2020	GS020
PERMANENT	GS021
2018	GS028
2018	GS029
SUPERSEDED/PERMANENT	GS036
ONLY KEEP IF HISTORICAL VALUE	GS038
DISPOSITION OF EQUIPMENT/WARRANTY	GS039
SUPERSEDED/PERMANENT	GS047
2020	GS049
2018/2022	GS060
AS NEEDED	GS061
2020	GS065
SALE OF VEHICLE	GS067
LIFE OF EQUIPMENT	GS069
2022	GS072
2020-2018	GS076
2020	GS085
2018	M0001
2016/2018	GS007
2016/2018	GS008
2018	GS009
2016/2018/2022	GS010
2016/2022	GS011

2022	GS015
PERMANENT/2020/2022	GS040
2021	GS050
2018/2020	GS055
2017	GS056
1953-1948/2018	GS068
2016/2022	GS070
2018	M0022
2020	M0713

Additional Records-2023 End of Year Destruction

2018	

Office of City Manager

Records Ready-2023 End of Year Destruction

<u>RECORDS TO THE END OF</u>	<u>SERIES CODE</u>
SUPERSEDED	GS051
2018	GS064
2018	GS101
SUPERSEDED	F007
2022	GS012
SUPERSEDED/OBSOLETE	GS019
2020	GS020

PERMANENT	GS021
2018	GS028
2018	GS029
SUPERSEDED/PERMANENT	GS036
ONLY KEEP IF HISTORICAL VALUE	GS038
DISPOSITION OF EQUIPMENT/WARRANTY	GS039
SUPERSEDED/PERMANENT	GS047

2020	GS049
2018/2022	GS060
AS NEEDED	GS061
2022	
2020	GS065
SALE OF VEHICLE	GS067
LIFE OF EQUIPMENT	GS069
2022	GS072
2020-2018	GS076
2020	GS085
2018	M0001

2016/2018	GS007
2016/2018	GS008
2018	GS009
2016/2018/2022	GS010
2016/2022	GS011
2022	GS015
PERMANENT/2020/2022	GS040
2021	GS050

2018/2020	GS055
2017	GS056
1953-1948/2018	GS068
2016/2022	GS070
2018	M0022
2020	M0713

FIRE DEPARTMENT	
Destruction Ready-2023 End of Year Dest	
DESCRIPTION	CORDS TO THE END
DISASTER PREPAREDNESS AND RECOVERY PLANS	SUPERSEDED
TRAINING RECORDS	2018
VEHICLE OPERATION RECORDS	2018
FIRE REPORTS- AKA INVESTIGATIONS, INCIDENT REPORTS, EMERGENCY REPORT, INCIDENT INDEX	2003
FIRE CALLS RECORDS	2003
DEPARTMENTAL RULES AND REGULATIONS	SUPERSEDED
FIRE HYDRANT LOCATIONS	SUPERSEDED
APPLICATION FOR CERTIFICATE OF OCCUPANCY	SUPERSEDED
CERTIFICATE OF OCCUPANCY	SUPERSEDED
BUILDING PERMIT INSPECTIONS	2018
USE PERMIT INSPECTIONS (FIREWORKS)	2020
FIRE FIGHTERS ASSOCIATION	2021
FIRE [SAFETY] INSPECTIONS	2018

MISSOURI CONSERVATION COMMISSION- COMMISSION FIRE REPORTS	2021
MISSOURI VEHICLE INSPECTION	2022
STATE FIRE REPORT	2022
ASSESSED VALUATION (DISTRICT)	2020
SMOKE AND FIRE DETECTOR REGISTRATION	LIFE OF STRUCTURE
RECEIPTS- DEPT. COPIES OF WHAT WAS ISSUED TO PERSONS PAYING FEES OR FOR ACCOUNTING OF PETTY CASH EXP.	2016/2022
GENERAL CORRESPONDENCE	2022
VENDOR FILES/LISTS/REGISTERS	SUPERSEDED/OBSOLETE
WORK ORDERS/SERVICE REQUESTS (INTERNAL)	2020
MEETING RECORDS- COUNCIL, BOARDS, ETC.	PERMANENT
TIME & ATTENDANCE	2018
LEAVE REQUESTS	2018

PUBLICATIONS- NEWSLETTERS, PAMPHLETS, ETC.	PERSEDED/PERMANE
SCRAPBOOKS, PHOTOGRAPHS, NEWS CLIPPINGS	KEEP IF HISTORICAL V
TECHNICAL MANUALS, SPECIFICATIONS, WARRANTIES	ON OF EQUIPMENT/V
POLICY AND PROCEDURE- DIRECTIVES/MANUALS	PERSEDED/PERMANE
REQUEST AND COMPLAINT FILES- MADE BY CITIZENS	2020
CONTRACTS, LEASES AND AGREEMENTS	2018/2022

EMPLOYMENT GRIEVANCE AND COMPLAINT RECORDS	AS NEEDED
PARTICIPANT REGISTRATION/ATTENDANCE-VOLUNTEERS, ETC.	2020
VEHICLE OWNERSHIP AND MAINTENANCE RECORDS	SALE OF VEHICLE
EQUIPMENT OWNERSHIP/MAINTENANCE RECORDS	LIFE OF EQUIPMENT
CALENDARS AND SCHEDULING RECORDS	2022
ADMINISTRATIVE REPORTS- ACTIVITY REPORTS	2020-2018
MEETING RECORDS (INTERNAL STAFF)	2020
ACCIDENT REPORTS- DEPT. COPIES OF WC FILES	2018
ACCOUNTS PAYABLE	2016/2018
ACCOUNTS RECEIVABLE	2016/2018
PURCHASING RECORDS- PURCHASE ORDERS, REQUISITIONS, MATERIAL/COST SPECIFICATIONS	2018

BANKING AND INVESTMENT	2016/2018/2022
RECEIPTS- COPIES OF WHAT WAS ISSUED TO PERSONS PAYING FEES OR FOR ACCOUNTING OF PETTY CASH EXP.	2016/2022
POSTAL RECORDS- DOCUMENTING TRANSACTIONS WITH THE POST OFFICE AND PRIVATE CARRIERS	2022
GRANT RECORDS- INCL. CLAIMS MADE BY CITY TO FEMA/SEMA OR ANOTHER ENTITY	PERMANENT/2020/2021
PERMITS AND LICENSES, NOT BUILDING PERMITS	2021

BID RECORDS	2018/2020
INSURANCE POLICY RECORDS	2017
PAYROLL RECORDS	1953-1948/2018
EXPENSE REIMBURSEMENT	2016/2022
FRANCHISES: UTILITIES, CABLE TV, ETC.	2018
DEPRECIATION SCHEDULE FILES- CITY-OWNED EQUIP.	2020

Additional Records-2023 End of Year

	Box Count
CITY RETENTION	
RETAIN FOR THE LIFE OF THE STRUCTURE, SIDEWALK, ROAD, PLUS 10 YRS.; MAY BE SUBJECT TO FEDERAL REQUIREMENTS	
3 YEARS	3
5 YEARS	
3 YEARS	
5 YEARS AFTER EXPIRATION OF CANCELLATION OF LEASE	
5 YEARS	
5 YEARS	2.25
5 YEARS AFTER SUPERSEDED	0.25
7 YEARS- FINANCE DEPT.; 1 YEAR- DEPARTMENT COPIES	2
1 YEAR	1
DESTROY WHEN SUPERSEDED OR OBSOLETE	
3 YEARS	1
INDEXES (NOT RETAINED PERMANENTLY ELSEWHERE); OTHER RECORDS	
5 YEARS	2
5 YEARS	
BROCHURES, PAMPHLETS UNTIL SUPERSEDED; ONE COPY OF REPORTS, STUDIES, AND SIMILAR PUBLISHED RECORDS PERMANENTLY	0.5
AS NEEDED EXCEPT RETAIN THOSE OF HISTORICAL VALUE	
UNTIL DISPOSITION OF EQUIPMENT/DURATION OF WARRANTY	
ROUTINE CLERICAL MANUALS- UNTIL SUPERSEDED; POLICY- PERM.	
3 YEARS AFTER FINAL DISPOSITION	
5 YEARS FROM END OF PROJECT CONSTRUCTION. PREVAILING WAGE DOCUMENTATION-1 YEAR AFTER OF COMPLETION OF CONTRACT.	
RETAIN AS NEEDED- DEPARTMENT COPIES; HUMAN RESOURCES OR LAW DEPARTMENTS SHOULD HAVE ANY ORIGINAL DOCUMENTATION	
3 YEARS	1
UNTIL VEHICLE IS SOLD OR DISPOSED OR LONGER, AS NEEDED	
RETAIN FOR LIFE OF THE EQUIPMENT, THEN GIVE TO NEW OWNER	
1 YEAR	
3-5 YEARS	1
3 YEARS	
5 YEARS AFTER CASE CONCLUDED	
7 YEARS- FINANCE DEPT.; 5 YEARS- DEPARTMENT COPIES	2.5
7 YEARS- FINANCE DEPT.; 5 YEARS- DEPARTMENT COPIES	
5 YEARS	2
7 YEARS- FINANCE DEPT.; 5 YEARS- OTHER DEPARTMENT; 1 YEAR- COPIES	

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7 YEARS- FINANCE DEPT.; 1 YEAR- DEPARTMENT COPIES	0.5
1 YEAR	
PERMANENT- FINAL REPORTS FROM SIGNIFICANT GRANTS; 3 YEARS- OTHER GRANT RECORDS AFTER SUBMISSION; 1 YEAR- UNSUCCESSFUL GRANT APPS.	3
2 YEARS AFTER EXPIRATION	
5 YEARS AFTER CONTRACT EXPIRATION (IF FILED SEPARATELY FROM CONTRACTS/AGMTS)- ACCEPTED BIDS; 3 YEARS- REJECTED BIDS. PURCHASING'S REJECTED BIDS ARE RETAINED IN CHRONOLOGICAL ORDER WITH ACCEPTED BIDS	
6 YEARS - CLAIMS HANDLED BY LAW DEPT.	
70-75 YEARS- YEAR-TO-DATE ANNUAL SUMMARY FOR ADMIN. PURPOSES; 5 YEARS- ALL OTHER RECORDS	
5 YEARS- ORIGINALS IN FINANCE DEPT.; 1 YEAR- DEPT. COPIES	
EXPIRATION/CANCELLATION OF FRANCHISE PLUS 5 YEARS	
LIFE OF EQUIPMENT PLUS 3 YEARS	
LIFE OF EQUIPMENT PLUS 3 YEARS	

	Box Count
<u>CITY RETENTION</u>	
PERMANENT	
PERMANENT	
PERMANENT	
PERMANENT	
2 YEARS- 911 PRINTOUTS; 13 MONTHS- MULES MESSAGES; WEATHER REPORTS, ETC.- DESTROY WHEN NO LONGER IN USE	
PERMANENT	
1 YEAR	
5 YEARS OR COMPLETION OF AUDIT (7 YEARS)	
1 YEAR FROM COURT DATE	
1 YEAR AFTER SUBMISSION TO ATTORNEY GENERAL	
30 DAYS PLUS EXTRACT SIGNIFICANT INFORMATION THAT MAY IMPACT A CRIMINAL OR MAJOR CASE INVESTIGATION. EXTRACTED VIDEO IS RETAINED UNTIL ADMINISTRATIVE/JUDICIAL PROCEEDINGS ARE COMPLETE.	
ORIGINAL FILE RETAINED IN POSSESSION OF COURT THAT ISSUED	
1 YEAR	
5 YEARS	

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PERMANENT WITH INCIDENT REPORT		
2 YEARS		
RETAIN ORDER WITH THE UNDERLYING INCIDENT FILE; IF INCIDENT FILE HAS ALREADY BEEN DESTROYED, THEN DESTROY ORDER		
1 YEAR AFTER DATE OF SEPARATION	69	IA
5 YEARS FROM END OF INVESTIGATION		
5 YEARS FROM END OF INVESTIGATION		
50 YEARS		
1 YEAR		
2 YEARS		
2 YEARS		
2 YEARS AFTER COURT DATE		
7 YEARS- FINANCE DEPT.; 1 YEAR- DEPARTMENT COPIES		
1 YEAR	2	Fiscal
DESTROY WHEN SUPERSEDED OR OBSOLETE		
3 YEARS		
PERMANENT - MINUTES, AGENDAS, EXHIBITS, RESOLUTIONS, AND INDEXES (NOT RETAINED PERMANENTLY ELSEWHERE); OTHER RECORDS (MEETING VIDEO/AUDIO RECORDINGS) - 1 YEAR		
5 YEARS		
5 YEARS		
BROCHURES, PAMPHLETS UNTIL SUPERSEDED; ONE COPY OF REPORTS, STUDIES, AND SIMILAR PUBLISHED RECORDS PERMANENTLY		
AS NEEDED EXCEPT RETAIN THOSE OF HISTORICAL VALUE		
UNTIL DISPOSITION OF EQUIPMENT/DURATION OF WARRANTY		
ROUTINE CLERICAL MANUALS- UNTIL SUPERSEDED; POLICY- PERM.		
3 YEARS AFTER FINAL DISPOSITION		
5 YEARS FROM END OF PROJECT CONSTRUCTION. PREVAILING WAGE DOCUMENTATION-1 YEAR AFTER OF COMPLETION OF CONTRACT.		
RETAIN AS NEEDED- DEPARTMENT COPIES; HUMAN RESOURCES OR LAW DEPARTMENTS SHOULD HAVE ANY ORIGINAL DOCUMENTATION		
3 YEARS		
UNTIL VEHICLE IS SOLD OR DISPOSED OR LONGER, AS NEEDED	2	Fiscal
RETAIN FOR LIFE OF THE EQUIPMENT, THEN GIVE TO NEW OWNER		
1 YEAR		
3-5 YEARS	1	Fiscal
3 YEARS		
5 YEARS AFTER CASE CONCLUDED	1	Admin
7 YEARS- FINANCE DEPT.; 5 YEARS- DEPARTMENT COPIES	15	Fiscal
7 YEARS- FINANCE DEPT.; 5 YEARS- DEPARTMENT COPIES		(Combined with A/P re
5 YEARS		(Combined with A/P re

7 YEARS- FINANCE DEPT.; 5 YEARS- OTHER DEPARTMENT; 1 YEAR- COPIES		
7 YEARS- FINANCE DEPT.; 1 YEAR- DEPARTMENT COPIES		
1 YEAR		
PERMANENT- FINAL REPORTS FROM SIGNIFICANT GRANTS; 3 YEARS- OTHER GRANT RECORDS AFTER SUBMISSION; 1 YEAR- UNSUCCESSFUL GRANT APPS.		
2 YEARS AFTER EXPIRATION		
5 YEARS AFTER <u>CONTRACT EXPIRATION</u> (IF FILED SEPARATELY FROM CONTRACTS/AGMTS)- ACCEPTED BIDS; 3 YEARS- REJECTED BIDS. PURCHASING'S REJECTED BIDS ARE RETAINED IN CHRONOLOGICAL ORDER WITH ACCEPTED BIDS		
6 YEARS - CLAIMS HANDLED BY LAW DEPT.		
70-75 YEARS- YEAR-TO-DATE ANNUAL SUMMARY FOR ADMIN. PURPOSES; 5 YEARS- ALL OTHER RECORDS		
5 YEARS- ORIGINALS IN FINANCE DEPT.; 1 YEAR- DEPT. COPIES	1	Fiscal
EXPIRATION/CANCELLATION OF FRANCHISE PLUS 5 YEARS		
LIFE OF EQUIPMENT PLUS 3 YEARS		

	3	Records
	1	Records
	2	Records
	7	Special Ops

	Box Count	Box Count
<u>CITY RETENTION</u>		
5 YEARS		
7 YEARS- FINANCE DEPT.		
7 YEARS- FINANCE DEPT.; 5 YEARS- DEPARTMENT COPIES		
7 YEARS- FINANCE DEPT.; 5 YEARS- DEPARTMENT COPIES		
5 YEARS		
7 YEARS- FINANCE DEPT.; 5 YEARS- OTHER DEPARTMENT; 1 YEAR- COPIES		
7 YEARS- FINANCE DEPT.; 1 YEAR- DEPARTMENT COPIES		
1 YEAR		
PERMANENT- FINAL REPORTS FROM SIGNIFICANT GRANTS; 5 YEARS- OTHER GRANT RECORDS AFTER SUBMISSION; 1 YEAR- UNSUCCESSFUL GRANT APPS.		

6 YEARS AFTER EXPIRATION		
2 YEARS AFTER EXPIRATION		
7 YEARS- FINANCE DEPT.		
5 YEARS AFTER CONTRACT EXPIRATION (IF FILED SEPARATELY FROM CONTRACTS/AGMTS)- ACCEPTED BIDS; 3 YEARS- REJECTED BIDS. PURCHASING'S REJECTED BIDS ARE RETAINED IN CHRONOLOGICAL ORDER WITH ACCEPTED BIDS		
6 YEARS - CLAIMS HANDLED BY LAW DEPT.		
70-75 YEARS- YEAR-TO-DATE ANNUAL SUMMARY FOR ADMIN. PURPOSES; 5 YEARS- ALL OTHER RECORDS		
5 YEARS- ORIGINALS IN FINANCE DEPT.; 1 YEAR- DEPT. COPIES		
LIFE OF THE DISTRICT PLUS 10 YEARS		
LIFE OF THE DISTRICT PLUS 10 YEARS		
7 YEARS		
EXPIRATION/CANCELLATION OF FRANCHISE PLUS 5 YEARS		
7 YEARS		
5 YEARS AFTER CANCELLATION DATE PLUS OUTSIDE AUDIT		
10 YEARS AFTER FINAL MATURITY OF BOND ISSUE, <i>FINANCE - NA</i>		
10 YEARS AFTER FINAL MATURITY; 5 YEARS- REJECTED PROPOSALS		
UNTIL CANCELLATION PLUS 2 YEARS		
LIFE OF EQUIPMENT PLUS 3 YEARS		
7 YEARS- FINANCE DEPT.		
7 YEARS- FINANCE DEPT.		
5 YEARS AFTER LAST COLLECTION		
5 YEARS		
6 YEARS, EXCEPT CERTIFICATE OF REDEMPTION- 2 YEARS		
6 YEARS AFTER DUE DATE AND FINAL PAYMENT		
5 YEARS		
TERM OF BOND PLUS 10 YRS; CITY CLERK/LAW COPIES- PERMANENT		
5 YEARS		
10 YEARS		
5 YEARS		
7 YEARS- FINANCE DEPT.; 1 YEAR- DEPARTMENT COPIES		
1 YEAR		
DESTROY WHEN SUPERSEDED OR OBSOLETE		
3 YEARS		
PERMANENT - MINUTES, AGENDAS, EXHIBITS, RESOLUTIONS, AND INDEXES (NOT RETAINED PERMANENTLY ELSEWHERE); OTHER RECORDS (MEETING VIDEO/AUDIO RECORDINGS) - 1 YEAR		
5 YEARS		
5 YEARS		

BROCHURES, PAMPHLETS UNTIL SUPERSEDED; ONE COPY OF REPORTS, STUDIES, AND SIMILAR PUBLISHED RECORDS PERMANENTLY		
AS NEEDED EXCEPT RETAIN THOSE OF HISTORICAL VALUE		
UNTIL DISPOSITION OF EQUIPMENT/DURATION OF WARRANTY		
ROUTINE CLERICAL MANUALS- UNTIL SUPERSEDED; POLICY- PERM.		
3 YEARS AFTER FINAL DISPOSITION		
5 YEARS FROM END OF PROJECT CONSTRUCTION. PREVAILING WAGE DOCUMENTATION-1 YEAR AFTER OF COMPLETION OF CONTRACT.		
RETAIN AS NEEDED- DEPARTMENT COPIES; HUMAN RESOURCES OR LAW DEPARTMENTS SHOULD HAVE ANY ORIGINAL DOCUMENTATION		
3 YEARS		
UNTIL VEHICLE IS SOLD OR DISPOSED OR LONGER, AS NEEDED		
RETAIN FOR LIFE OF THE EQUIPMENT, THEN GIVE TO NEW OWNER		
1 YEAR		
3-5 YEARS		
3 YEARS		
5 YEARS AFTER CASE CONCLUDED		
7 YEARS- FINANCE DEPT.; 5 YEARS- DEPARTMENT COPIES		
7 YEARS- FINANCE DEPT.; 5 YEARS- DEPARTMENT COPIES		
5 YEARS		
7 YEARS- FINANCE DEPT.; 5 YEARS- OTHER DEPARTMENT; 1 YEAR- COPIES		
7 YEARS- FINANCE DEPT.; 1 YEAR- DEPARTMENT COPIES		
1 YEAR		
PERMANENT- FINAL REPORTS FROM SIGNIFICANT GRANTS; 3 YEARS- OTHER GRANT RECORDS AFTER SUBMISSION; 1 YEAR- UNSUCCESSFUL GRANT APPS.		
2 YEARS AFTER EXPIRATION		
5 YEARS AFTER CONTRACT EXPIRATION (IF FILED SEPARATELY FROM CONTRACTS/AGMTS)- ACCEPTED BIDS; 3 YEARS- REJECTED BIDS. PURCHASING'S REJECTED BIDS ARE RETAINED IN CHRONOLOGICAL ORDER WITH ACCEPTED BIDS		
6 YEARS - CLAIMS HANDLED BY LAW DEPT.		
70-75 YEARS- YEAR-TO-DATE ANNUAL SUMMARY FOR ADMIN. PURPOSES; 5 YEARS- ALL OTHER RECORDS		
5 YEARS- ORIGINALS IN FINANCE DEPT.; 1 YEAR- DEPT. COPIES		
EXPIRATION/CANCELLATION OF FRANCHISE PLUS 5 YEARS		
LIFE OF EQUIPMENT PLUS 3 YEARS		

RETENTION		
RETENTION	Reviewer	Op (Explanation if No)
10 YRS AFTER PROJ CLOSE	Nancy Cooper	ed 10 years after close of t
10 YRS AFTER PROJ CLOSE	Nancy Cooper	ed 10 years after close of t

10 YRS AFTER PROJ CLOSE	Nancy Cooper	ed 10 years after close of t
10 YRS AFTER PROJ CLOSE	Nancy Cooper	ed 10 years after close of t
10 YRS AFTER PROJ CLOSE	Nancy Cooper	ed 10 years after close of t
10 YRS AFTER PROJ CLOSE	Nancy Cooper	ed 10 years after close of t
10 YRS AFTER PROJ CLOSE	Nancy Cooper	ed 10 years after close of t
10 YRS AFTER PROJ CLOSE	Nancy Cooper	ed 10 years after close of t
10 YRS AFTER PROJ CLOSE	Nancy Cooper	ed 10 years after close of t
10 YRS AFTER PROJ CLOSE	Nancy Cooper	ed 10 years after close of t
10 YRS AFTER PROJ CLOSE	Nancy Cooper	ed 10 years after close of t
10 YRS AFTER PROJ CLOSE	Nancy Cooper	ed 10 years after close of t
10 YRS AFTER PROJ CLOSE	Nancy Cooper	ed 10 years after close of t

<u>Destruction Review Date</u>	Reviewer	b (Explanation if No)
12/1/2008	Nancy Cooper	okay to destroy
12/1/2009	Nancy Cooper	okay to destroy
12/1/2010	Nancy Cooper	okay to destroy
12/1/2011	Nancy Cooper	okay to destroy
12/1/2012	Nancy Cooper	okay to destroy
12/1/2013	Nancy Cooper	okay to destroy
12/1/2014	Nancy Cooper	okay to destroy
12/1/2015	Nancy Cooper	okay to destroy
1/1/2016	indsey Gallman	ds to review contents o
12/1/2016	Nancy Cooper	okay to destroy
12/31/2016	indsey Gallman	ds to review contents o
12/31/2017	Holly Dreyer	okay to de Email confir
12/31/2017	Nancy Cooper	ds to review contents o
12/31/2017	Nancy Cooper	ds to review contents o
12/31/2017	indsey Gallman	ds to review contents o
12/31/2018	Lisa & Kerrie	okay to destroy
12/31/2018	Holly Dreyer	okay to de Email confir
12/31/2018	Holly Dreyer	okay to de Email confir
12/1/2019	Nancy Cooper	okay to destroy
12/1/2019	Nancy Cooper	okay to destroy
12/31/2019	Holly Dreyer	okay to de Email confir
12/31/2019	Holly Dreyer	okay to de Email confir
12/31/2019	Holly Dreyer	okay to de Email confir
3/1/2020	Nancy Cooper	okay to destroy
6/1/2020	Nancy Cooper	okay to destroy
12/1/2020	Nancy Cooper	okay to destroy
12/1/2020	Nancy Cooper	okay to destroy
12/31/2020	Nancy Cooper	okay to destroy
12/31/2020	Nancy Cooper	okay to destroy
12/31/2020	Jessica Earl	s for life of CID plus 10
12/31/2020	Jessica Earl	ds to review contents o
12/31/2020	Jessica Earl	ds to review contents o
12/31/2020	Cathy & Julie	okay to destroy
12/31/2020	Nancy Cooper	F files 10 years after pro
12/31/2020	Cathy & Julie	okay to destroy

12/31/2020	Cathy & Julie	okay to destroy	
12/31/2020	Nancy Cooper	okay to destroy	
12/31/2020	Nancy Cooper	okay to destroy	
12/31/2020	Nancy Cooper	okay to destroy	
12/31/2020	Julie Heide	okay to destroy	
12/31/2020	Julie Heide	okay to destroy	
12/1/2021	Nancy Cooper	okay to destroy	
12/31/2021	Comm Dev	okay to de	Verified with
12/31/2021	Comm Dev	okay to de	Verified with
12/31/2021	Comm Dev	okay to de	Verified with
12/31/2021	Nancy Cooper	okay to destroy	
12/31/2021	Cathy & Julie	okay to destroy	
12/31/2021	Cathy & Julie	okay to destroy	
12/31/2021	Cathy & Julie	okay to destroy	
12/31/2021	Cathy & Julie	okay to destroy	
12/31/2021	Cathy & Julie	okay to destroy	
12/31/2021	Nancy Cooper	F files 10 years after pro	
12/31/2021	Nancy Cooper	okay to destroy	
12/31/2021	Nancy Cooper	okay to destroy	
12/31/2021	Nancy Cooper	okay to destroy	
3/1/2022	Nancy Cooper	okay to destroy	
6/1/2022	Nancy Cooper	okay to destroy	
9/21/2022	Cathy & Julie	okay to destroy	
12/1/2022	Nancy Cooper	okay to destroy	
12/1/2022	Nancy Cooper	okay to destroy	
12/1/2022	Nancy Cooper	okay to destroy	
12/21/2022	Cathy & Julie	okay to destroy	
12/31/2022	Comm Dev	okay to de	Verified with
12/31/2022	Comm Dev	okay to de	Verified with
12/31/2022	Comm Dev	okay to de	Verified with
12/31/2022	Comm Dev	okay to de	Verified with
12/31/2022	Lisa & Kerrie	okay to destroy	
12/31/2022	Lisa & Kerrie	okay to destroy	
12/31/2022	Lisa & Kerrie	okay to destroy	
12/31/2022	Lisa & Kerrie	okay to destroy	
12/31/2022	Lisa & Kerrie	okay to destroy	
12/31/2022	Lisa & Kerrie	okay to destroy	
12/31/2022	Lisa & Kerrie	okay to destroy	
12/31/2022	Lisa & Kerrie	okay to destroy	
12/31/2022	Lisa & Kerrie	okay to destroy	
12/31/2022	Lisa & Kerrie	okay to destroy	
12/31/2022	Lisa & Kerrie	okay to destroy	
12/31/2022	Lisa & Kerrie	okay to destroy	
12/31/2022	Lisa & Kerrie	okay to destroy	
12/31/2022	Nancy Cooper	okay to destroy	
12/31/2022	Lisa & Kerrie	okay to destroy	
12/31/2022	Lisa & Kerrie	okay to destroy	
12/31/2022	Lisa & Kerrie	okay to destroy	
12/31/2022	Lisa & Kerrie	okay to destroy	
12/31/2022	Lisa & Kerrie	okay to destroy	

12/31/2022	Lisa & Kerrie	okay to destroy	
12/31/2022	Lisa & Kerrie	okay to destroy	
12/31/2022	Lisa & Kerrie	okay to destroy	
12/31/2022	Lisa & Kerrie	okay to destroy	
12/31/2022	Lisa & Kerrie	okay to destroy	
12/31/2022	Lisa & Kerrie	okay to destroy	
12/31/2022	Lisa & Kerrie	okay to destroy	
12/31/2022	Comm Dev	okay to de	Verified with
12/31/2022	Comm Dev	okay to de	Verified with
12/31/2022	Comm Dev	okay to de	Verified with
12/31/2022			
12/31/2022			

	Box Count	334
<u>CITY RETENTION</u>		
LIFE OF STRUCTURE		
10 YEARS AFTER DEMOLITION		
5 YEARS AFTER EXPIRATION		
PERMANENT- HAZARDOUS; 5 YEARS- NON-HAZARDOUS		
COMMERCIAL STRUCTURES- 10 YRS AFTER CERT. OF OCCUPANCY; RESIDENTIAL STRUCTURES- 5 YRS AFTER CERT. OF OCCUPANCY; OTHER STRUCTURES- 1 YR.	220	CH Basemen Note- 119 bc
LIFE OF THE DISTRICT PLUS 10 YEARS; REVIEW FOR HISTORICAL VALUE		
LIFE OF THE DISTRICT PLUS 10 YEARS; REVIEW FOR HISTORICAL VALUE		
UNTIL SUPERSEDED OR OUTDATED		
COMPLETION OF AUDIT		
DEMOLISHED BY CITY- 5 YRS. AFTER ASSESSMENT IS PAID; DEMOLISHED BY OWNER- 1 YEAR AFTER CASE IS CLOSED		
3 YEARS		
5 YEARS, OR 5 YEARS AFTER DEFECTS CORRECTED		
5 YEARS AFTER APPROVED INSPECTION		
5 YEARS AFTER CORRECTION OF VIOLATION		
7 YEARS- FINANCE DEPT.; 1 YEAR- DEPARTMENT COPIES		
1 YEAR		
DESTROY WHEN SUPERSEDED OR OBSOLETE		

3 YEARS		
PERMANENT - MINUTES, AGENDAS, EXHIBITS, RESOLUTIONS, AND INDEXES (NOT RETAINED PERMANENTLY ELSEWHERE); OTHER RECORDS (MEETING VIDEO/AUDIO RECORDINGS) - 1 YEAR		
5 YEARS		
5 YEARS		
BROCHURES, PAMPHLETS UNTIL SUPERSEDED; ONE COPY OF REPORTS, STUDIES, AND SIMILAR PUBLISHED RECORDS PERMANENTLY		
AS NEEDED EXCEPT RETAIN THOSE OF HISTORICAL VALUE		
UNTIL DISPOSITION OF EQUIPMENT/DURATION OF WARRANTY		
ROUTINE CLERICAL MANUALS- UNTIL SUPERSEDED; POLICY- PERM.		
3 YEARS AFTER FINAL DISPOSITION		
5 YEARS FROM END OF PROJECT CONSTRUCTION. PREVAILING WAGE DOCUMENTATION-1 YEAR AFTER OF COMPLETION OF CONTRACT.		
RETAIN AS NEEDED- DEPARTMENT COPIES; HUMAN RESOURCES OR LAW DEPARTMENTS SHOULD HAVE ANY ORIGINAL DOCUMENTATION		
3 YEARS		
UNTIL VEHICLE IS SOLD OR DISPOSED OR LONGER, AS NEEDED		
RETAIN FOR LIFE OF THE EQUIPMENT, THEN GIVE TO NEW OWNER		
1 YEAR		
3-5 YEARS		
3 YEARS		
5 YEARS AFTER CASE CONCLUDED		
7 YEARS- FINANCE DEPT.; 5 YEARS- DEPARTMENT COPIES		
7 YEARS- FINANCE DEPT.; 5 YEARS- DEPARTMENT COPIES		
5 YEARS		
7 YEARS- FINANCE DEPT.; 5 YEARS- OTHER DEPARTMENT; 1 YEAR- COPIES		
7 YEARS- FINANCE DEPT.; 1 YEAR- DEPARTMENT COPIES		
1 YEAR		
PERMANENT- FINAL REPORTS FROM SIGNIFICANT GRANTS; 3 YEARS- OTHER GRANT RECORDS AFTER SUBMISSION; 1 YEAR- UNSUCCESSFUL GRANT APPS.	66	NAPA
2 YEARS AFTER EXPIRATION	3	NAPA
5 YEARS AFTER CONTRACT EXPIRATION (IF FILED SEPARATELY FROM CONTRACTS/AGMTS)- ACCEPTED BIDS; 3 YEARS- REJECTED BIDS. PURCHASING'S REJECTED BIDS ARE RETAINED IN CHRONOLOGICAL ORDER WITH ACCEPTED BIDS		
6 YEARS - CLAIMS HANDLED BY LAW DEPT.		
70-75 YEARS- YEAR-TO-DATE ANNUAL SUMMARY FOR ADMIN. PURPOSES; 5 YEARS- ALL OTHER RECORDS		
5 YEARS- ORIGINALS IN FINANCE DEPT.; 1 YEAR- DEPT. COPIES		
EXPIRATION/CANCELLATION OF FRANCHISE PLUS 5 YEARS		
LIFE OF EQUIPMENT PLUS 3 YEARS		

<u>RETENTION</u>	

	Box Count
<u>CITY RETENTION</u>	
COMPLETION OF AUDIT	15
3 YEARS	0
COMPLETION OF AUDIT	0
10 YEARS OR IF UNDER AGE 23, RETAIN UNTIL AGE 23 OR 10 YEARS	0
2 REACCREDITATION CYCLES	0
10 YEARS	0
6 YEARS	0
3 YEARS	0
COMPLETION OF AUDIT	0
2 YEARS	0
2 YEARS	0
5 YEARS	0
PERMANENT	0
2 YEARS	0
5 YEARS	0
2 YEARS AFTER EXPIRATION	0
7 YEARS- FINANCE DEPT.; 1 YEAR- DEPARTMENT COPIES	0
1 YEAR	Electronic
DESTROY WHEN SUPERSEDED OR OBSOLETE	0
3 YEARS	0
PERMANENT - MINUTES, AGENDAS, EXHIBITS, RESOLUTIONS, AND INDEXES (NOT RETAINED PERMANENTLY ELSEWHERE); OTHER RECORDS (MEETING VIDEO/AUDIO RECORDINGS) - 1 YEAR	0
5 YEARS	0
5 YEARS	0
BROCHURES, PAMPHLETS UNTIL SUPERSEDED; ONE COPY OF REPORTS, STUDIES, AND SIMILAR PUBLISHED RECORDS PERMANENTLY	0
AS NEEDED EXCEPT RETAIN THOSE OF HISTORICAL VALUE	0
UNTIL DISPOSITION OF EQUIPMENT/DURATION OF WARRANTY	0
ROUTINE CLERICAL MANUALS- UNTIL SUPERSEDED; POLICY- PERM.	0

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3 YEARS AFTER FINAL DISPOSITION	0
5 YEARS FROM END OF PROJECT CONSTRUCTION. PREVAILING WAGE DOCUMENTATION-1 YEAR AFTER OF COMPLETION OF CONTRACT.	0
RETAIN AS NEEDED- DEPARTMENT COPIES; HUMAN RESOURCES OR LAW DEPARTMENTS SHOULD HAVE ANY ORIGINAL DOCUMENTATION	0
3 YEARS	0
UNTIL VEHICLE IS SOLD OR DISPOSED OR LONGER, AS NEEDED	0
RETAIN FOR LIFE OF THE EQUIPMENT, THEN GIVE TO NEW OWNER	0
1 YEAR	Electronic
3-5 YEARS	0
3 YEARS	0
5 YEARS AFTER CASE CONCLUDED	0
7 YEARS- FINANCE DEPT.; 5 YEARS- DEPARTMENT COPIES	0
7 YEARS- FINANCE DEPT.; 5 YEARS- DEPARTMENT COPIES	0
5 YEARS	0
7 YEARS- FINANCE DEPT.; 5 YEARS- OTHER DEPARTMENT; 1 YEAR- COPIES	0
7 YEARS- FINANCE DEPT.; 1 YEAR- DEPARTMENT COPIES	0
1 YEAR	0
PERMANENT- FINAL REPORTS FROM SIGNIFICANT GRANTS; 3 YEARS- OTHER GRANT RECORDS AFTER SUBMISSION; 1 YEAR- UNSUCCESSFUL GRANT APPS.	0
2 YEARS AFTER EXPIRATION	0
5 YEARS AFTER CONTRACT EXPIRATION (IF FILED SEPARATELY FROM CONTRACTS/AGMTS)- ACCEPTED BIDS; 3 YEARS- REJECTED BIDS. PURCHASING'S REJECTED BIDS ARE RETAINED IN CHRONOLOGICAL ORDER WITH ACCEPTED BIDS	0
6 YEARS - CLAIMS HANDLED BY LAW DEPT.	0
70-75 YEARS- YEAR-TO-DATE ANNUAL SUMMARY FOR ADMIN. PURPOSES; 5 YEARS- ALL OTHER RECORDS	0
5 YEARS- ORIGINALS IN FINANCE DEPT.; 1 YEAR- DEPT. COPIES	0
EXPIRATION/CANCELLATION OF FRANCHISE PLUS 5 YEARS	0
LIFE OF EQUIPMENT PLUS 3 YEARS	0

RETENTION	
2022	0
2022	0
2022	0
2022	0

	Box Count
<u>CITY RETENTION</u>	
5 YEARS	
1 YEAR	
1 YEAR AFTER SYSTEM IS SUPERSEDED	
RETAIN FOR DURATION OF LICENSE PLUS 5 YEARS	
1 YEAR AFTER SYSTEM IS SUPERSEDED; MIGRATION PLANS UNTIL SUPERSEDED	
7 YEARS- FINANCE DEPT.; 1 YEAR- DEPARTMENT COPIES	
1 YEAR	
DESTROY WHEN SUPERSEDED OR OBSOLETE	
3 YEARS	
PERMANENT - MINUTES, AGENDAS, EXHIBITS, RESOLUTIONS, AND INDEXES (NOT RETAINED PERMANENTLY ELSEWHERE); OTHER RECORDS (MEETING VIDEO/AUDIO RECORDINGS) - 1 YEAR	
5 YEARS	
5 YEARS	
BROCHURES, PAMPHLETS UNTIL SUPERSEDED; ONE COPY OF REPORTS, STUDIES, AND SIMILAR PUBLISHED RECORDS PERMANENTLY	
AS NEEDED EXCEPT RETAIN THOSE OF HISTORICAL VALUE	
UNTIL DISPOSITION OF EQUIPMENT/DURATION OF WARRANTY	
ROUTINE CLERICAL MANUALS- UNTIL SUPERSEDED; POLICY- PERM.	
3 YEARS AFTER FINAL DISPOSITION	
5 YEARS FROM END OF PROJECT CONSTRUCTION. PREVAILING WAGE DOCUMENTATION-1 YEAR AFTER OF COMPLETION OF CONTRACT.	
RETAIN AS NEEDED- DEPARTMENT COPIES; HUMAN RESOURCES OR LAW DEPARTMENTS SHOULD HAVE ANY ORIGINAL DOCUMENTATION	
3 YEARS	
UNTIL VEHICLE IS SOLD OR DISPOSED OR LONGER, AS NEEDED	
RETAIN FOR LIFE OF THE EQUIPMENT, THEN GIVE TO NEW OWNER	
1 YEAR	
3-5 YEARS	
3 YEARS	
5 YEARS AFTER CASE CONCLUDED	
7 YEARS- FINANCE DEPT.; 5 YEARS- DEPARTMENT COPIES	
7 YEARS- FINANCE DEPT.; 5 YEARS- DEPARTMENT COPIES	
5 YEARS	
7 YEARS- FINANCE DEPT.; 5 YEARS- OTHER DEPARTMENT; 1 YEAR- COPIES	

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7 YEARS- FINANCE DEPT.; 1 YEAR- DEPARTMENT COPIES	
1 YEAR	
PERMANENT- FINAL REPORTS FROM SIGNIFICANT GRANTS; 3 YEARS- OTHER GRANT RECORDS AFTER SUBMISSION; 1 YEAR- UNSUCCESSFUL GRANT APPS.	
2 YEARS AFTER EXPIRATION	
5 YEARS AFTER CONTRACT EXPIRATION (IF FILED SEPARATELY FROM CONTRACTS/AGMTS)- ACCEPTED BIDS; 3 YEARS- REJECTED BIDS. PURCHASING'S REJECTED BIDS ARE RETAINED IN CHRONOLOGICAL ORDER WITH ACCEPTED BIDS	
6 YEARS - CLAIMS HANDLED BY LAW DEPT.	
70-75 YEARS- YEAR-TO-DATE ANNUAL SUMMARY FOR ADMIN. PURPOSES; 5 YEARS- ALL OTHER RECORDS	
5 YEARS- ORIGINALS IN FINANCE DEPT.; 1 YEAR- DEPT. COPIES	
EXPIRATION/CANCELLATION OF FRANCHISE PLUS 5 YEARS	
LIFE OF EQUIPMENT PLUS 3 YEARS	

	Box Count
<u>CITY RETENTION</u>	
MASTER PERSONNEL FILE, DATE OF SEPARATION + 10 YEARS; EMPLOYMENT SUMMARY, DATE OF SEPARATION + 20 YEARS	6
1 YEAR FROM DATE OF SEPARATION, THEN TRANSFER TO HR FOR EVALUATION	
PERMANENT- PLANS, POLICIES, UPDATES; 3 YEARS- COMPLAINTS AND OTHER RECORDS	
3 YEARS FROM DATE OF HIRE, OR 1 YEAR AFTER DATE OF SEPARATION, WHICHEVER IS LATER	
75 YEARS- YEAR-END LEAVE BALANCE REPORTS, COPIES OF RETIREMENT ENROLLMENT FORMS; 3 YRS. AFTER SEPARATION- OTHER RECORDS	
5 YEARS AFTER SUPERSEDED OR EMPLOYEE SEPARATION	
5 YEARS- POSITIVE RESULTS; 1 YEAR- NEGATIVE RESULTS. IF FILED WITH EMPLOYEE MEDICAL RECORDS, RETAIN 7 YEARS AFTER SEPARATION.	
5 YEARS AFTER FINAL DISPOSITION, OR ADD TO PERSONNEL FILE	2
3 YEARS- ANNOUNCEMENTS, JOB DESCRIPTIONS, TESTS AND RATINGS; 1 YEAR AFTER POSITION FILLED- UNSUCCESSFUL APPLICATIONS AND OTHER RECORDS; 6 MONTHS- UNSOLICITED APPLICATIONS AND RESUMES IF NOT RETURNED TO SOLICITOR.	3

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3 YEARS AFTER OBSOLETE OR SUPERSEDED	4
1) TRAINING MATERIALS, RETAIN ONE COPY UNTIL SUPERSEDED; 2) PROGRAM MATERIALS, RETAIN 3 YEARS; 3) INDIVIDUAL EMPLOYEE/OFFICIAL TRAINING RECORDS, RETAIN 5 YEARS AFTER TERMINATION OF EMPLOYMENT ANY RECORDS NOT TRANSFERRED TO THE EMPLOYEE/OFFICIAL'S MASTER PERSONNEL RECORD	4
2 YEARS AFTER LAST ACTION	
6 YEARS OR LONGER, AS NECESSARY	
5 YEARS	
7 YEARS- FINANCE DEPT.; 1 YEAR- DEPARTMENT COPIES	
1 YEAR	
DESTROY WHEN SUPERSEDED OR OBSOLETE	
3 YEARS	
PERMANENT - MINUTES, AGENDAS, EXHIBITS, RESOLUTIONS, AND INDEXES (NOT RETAINED PERMANENTLY ELSEWHERE); OTHER RECORDS (MEETING VIDEO/AUDIO RECORDINGS) - 1 YEAR	1
5 YEARS	2
5 YEARS	
BROCHURES, PAMPHLETS UNTIL SUPERSEDED; ONE COPY OF REPORTS, STUDIES, AND SIMILAR PUBLISHED RECORDS PERMANENTLY	
AS NEEDED EXCEPT RETAIN THOSE OF HISTORICAL VALUE	
UNTIL DISPOSITION OF EQUIPMENT/DURATION OF WARRANTY	
ROUTINE CLERICAL MANUALS- UNTIL SUPERSEDED; POLICY- PERM.	
3 YEARS AFTER FINAL DISPOSITION	
5 YEARS FROM END OF PROJECT CONSTRUCTION. PREVAILING WAGE DOCUMENTATION-1 YEAR AFTER OF COMPLETION OF CONTRACT.	
RETAIN AS NEEDED- DEPARTMENT COPIES; HUMAN RESOURCES OR LAW DEPARTMENTS SHOULD HAVE ANY ORIGINAL DOCUMENTATION	2
3 YEARS	
UNTIL VEHICLE IS SOLD OR DISPOSED OR LONGER, AS NEEDED	
RETAIN FOR LIFE OF THE EQUIPMENT, THEN GIVE TO NEW OWNER	
1 YEAR	
3-5 YEARS	2
3 YEARS	
5 YEARS AFTER CASE CONCLUDED	
7 YEARS- FINANCE DEPT.; 5 YEARS- DEPARTMENT COPIES	
7 YEARS- FINANCE DEPT.; 5 YEARS- DEPARTMENT COPIES	
5 YEARS	
7 YEARS- FINANCE DEPT.; 5 YEARS- OTHER DEPARTMENT; 1 YEAR- COPIES	
7 YEARS- FINANCE DEPT.; 1 YEAR- DEPARTMENT COPIES	

1 YEAR	
PERMANENT- FINAL REPORTS FROM SIGNIFICANT GRANTS; 3 YEARS- OTHER GRANT RECORDS AFTER SUBMISSION; 1 YEAR- UNSUCCESSFUL GRANT APPS.	
2 YEARS AFTER EXPIRATION	
5 YEARS AFTER CONTRACT EXPIRATION (IF FILED SEPARATELY FROM CONTRACTS/AGMTS)- ACCEPTED BIDS; 3 YEARS- REJECTED BIDS. PURCHASING'S REJECTED BIDS ARE RETAINED IN CHRONOLOGICAL ORDER WITH ACCEPTED BIDS	
6 YEARS - CLAIMS HANDLED BY LAW DEPT.	
70-75 YEARS- YEAR-TO-DATE ANNUAL SUMMARY FOR ADMIN. PURPOSES; 5 YEARS- ALL OTHER RECORDS	1
5 YEARS- ORIGINALS IN FINANCE DEPT.; 1 YEAR- DEPT. COPIES	
EXPIRATION/CANCELLATION OF FRANCHISE PLUS 5 YEARS	
LIFE OF EQUIPMENT PLUS 3 YEARS	

	3

		Box Count
<u>STATE MINIMUM RETENTION</u>	<u>CITY RETENTION</u>	
	UNTIL SUPERSEDED; REVIEW FOR HISTORICAL CONTENT	
	5 YEARS AFTER TERMINATION	
	5 YEARS	
	PERMANENT UNTIL SUPERSEDED	
	1 YEAR	
	DESTROY WHEN SUPERSEDED OR OBSOLETE	
	3 YEARS	

	PERMANENT - MINUTES, AGENDAS, EXHIBITS, RESOLUTIONS, AND INDEXES (NOT RETAINED PERMANENTLY ELSEWHERE); OTHER RECORDS (MEETING VIDEO/AUDIO RECORDINGS) - 1 YEAR	
	5 YEARS	
	5 YEARS	
	BROCHURES, PAMPHLETS UNTIL SUPERSEDED; ONE COPY OF REPORTS, STUDIES, AND SIMILAR PUBLISHED RECORDS PERMANENTLY	
	AS NEEDED EXCEPT RETAIN THOSE OF HISTORICAL VALUE	
	UNTIL DISPOSITION OF EQUIPMENT/DURATION OF WARRANTY	
	ROUTINE CLERICAL MANUALS- UNTIL SUPERSEDED; POLICY- PERM.	

	3 YEARS AFTER FINAL DISPOSITION	
	5 YEARS FROM END OF PROJECT CONSTRUCTION . PREVAILING WAGE DOCUMENTATI ON-1 YEAR AFTER OF COMPLETION OF CONTRACT.	
	<u>RETAIN AS NEEDED-</u> DEPARTMENT COPIES; HUMAN RESOURCES OR LAW DEPARTMENTS SHOULD HAVE ANY ORIGINAL DOCUMENTATI ON	
	<u>SHRED AFTER ONE YEAR</u>	
	3 YEARS	
	UNTIL VEHICLE IS SOLD OR DISPOSED OR LONGER, AS NEEDED	
	RETAIN FOR LIFE OF THE EQUIPMENT, THEN GIVE TO NEW OWNER	
	1 YEAR	
	3-5 YEARS	
	3 YEARS	
	5 YEARS AFTER CASE CONCLUDED	

	7 YEARS- FINANCE DEPT.; 5 YEARS- DEPARTMENT COPIES	
	7 YEARS- FINANCE DEPT.; 5 YEARS- DEPARTMENT COPIES	
	5 YEARS	
	7 YEARS- FINANCE DEPT.; 5 YEARS- OTHER DEPARTMENT; 1 YEAR- COPIES	
	7 YEARS- FINANCE DEPT.; 1 YEAR- DEPARTMENT COPIES	
	1 YEAR	
	PERMANENT- FINAL REPORTS FROM SIGNIFICANT GRANTS; 3 YEARS- OTHER GRANT RECORDS AFTER SUBMISSION; 1 YEAR- UNSUCCESSFUL GRANT APPS.	5
	2 YEARS AFTER EXPIRATION	

	5 YEARS AFTER CONTRACT EXPIRATION (IF FILED SEPARATELY FROM CONTRACTS/AG MTS)- ACCEPTED BIDS; 3 YEARS- REJECTED BIDS. PURCHASING'S REJECTED BIDS ARE RETAINED IN CHRONOLOGIC AL ORDER WITH ACCEPTED BIDS	
	6 YEARS - CLAIMS HANDLED BY LAW DEPT.	
	70-75 YEARS- YEAR-TO-DATE ANNUAL SUMMARY FOR ADMIN. PURPOSES; 5 YEARS- ALL OTHER RECORDS	
	5 YEARS- ORIGINALS IN FINANCE DEPT.; 1 YEAR- DEPT. COPIES	
	EXPIRATION/CA NCELLATION OF FRANCHISE PLUS 5 YEARS	
	LIFE OF EQUIPMENT PLUS 3 YEARS	

Instruction		Box Count
	<u>SERIES CODE</u>	<u>CITY RETENTION</u>
	GS051	UNTIL SUPERSEDED; REVIEW FOR HISTORICAL CONTENT
	GS064	5 YEARS AFTER TERMINATION
	GS101	5 YEARS
	F003	20 YEARS FROM DATE OF EVENT
	F006	20 YEARS AND EVALUATE FOR HISTORICAL PURPOSES
	F007	PERMANENT UNTIL SUPERSEDED
	F008	PERMANENT UNTIL SUPERSEDED
	F009	PERMANENT UNTIL SUPERSEDED
	F010	PERMANENT UNTIL SUPERSEDED
	F011	5 YEARS
	F012	3 YEARS
	F013	2 YEARS/STORED IN PAYROLL SYSTEM
	F014	5 YEARS. IF VIOLATIONS ARE INVOLVED, 5 YEARS AFTER VIOLATIONS HAVE BEEN CORRECTED OR SATISFIED

254

2

F015	2 YEARS	
F016	1 YEAR	
F017	1 YEAR	
F021	3 YEARS, RETAINED IN CITY'S FINANCIAL SYSTEM	
F023	LIFE OF STRUCTURE	
GS011	7 YEARS- FINANCE DEPT.; 1 YEAR- DEPARTMENT COPIES	19
GS012	1 YEAR	
GS019	DESTROY WHEN SUPERSEDED OR OBSOLETE	
GS020	3 YEARS	
GS021	PERMANENT - MINUTES, AGENDAS, EXHIBITS, RESOLUTIONS, AND INDEXES (NOT RETAINED PERMANENTLY ELSEWHERE); OTHER RECORDS (MEETING VIDEO/AUDIO RECORDINGS) - 1 YEAR	
GS028	5 YEARS	28
GS029	5 YEARS	

GS036	BROCHURES, PAMPHLETS UNTIL SUPERSEDED; ONE COPY OF REPORTS, STUDIES, AND SIMILAR PUBLISHED RECORDS PERMANENTLY	
GS038	AS NEEDED EXCEPT RETAIN THOSE OF HISTORICAL VALUE	
GS039	UNTIL DISPOSITION OF EQUIPMENT/D URATION OF WARRANTY	
GS047	ROUTINE CLERICAL MANUALS- UNTIL SUPERSEDED; POLICY- PERM.	
GS049	3 YEARS AFTER FINAL DISPOSITION	
GS060	5 YEARS FROM END OF PROJECT CONSTRUCTION . PREVAILING WAGE DOCUMENTATI ON-1 YEAR AFTER OF COMPLETION OF CONTRACT.	

GS061	RETAIN AS NEEDED- DEPARTMENT COPIES; HUMAN RESOURCES OR LAW DEPARTMENTS SHOULD HAVE ANY ORIGINAL DOCUMENTATI ON	
GS065	3 YEARS	
GS067	UNTIL VEHICLE IS SOLD OR DISPOSED OR LONGER, AS NEEDED	
GS069	RETAIN FOR LIFE OF THE EQUIPMENT, THEN GIVE TO NEW OWNER	
GS072	1 YEAR	
GS076	3-5 YEARS	
GS085	3 YEARS	
M0001	5 YEARS AFTER CASE CONCLUDED	
GS007	7 YEARS- FINANCE DEPT.; 5 YEARS- DEPARTMENT COPIES	1
GS008	7 YEARS- FINANCE DEPT.; 5 YEARS- DEPARTMENT COPIES	
GS009	5 YEARS	1

GS010	7 YEARS- FINANCE DEPT.; 5 YEARS- OTHER DEPARTMENT; 1 YEAR- COPIES	
GS011	7 YEARS- FINANCE DEPT.; 1 YEAR- DEPARTMENT COPIES	
GS015	1 YEAR	
GS040	PERMANENT- FINAL REPORTS FROM SIGNIFICANT GRANTS; 3 YEARS- OTHER GRANT RECORDS AFTER SUBMISSION; 1 YEAR- UNSUCCESSFUL GRANT APPS.	
GS050	2 YEARS AFTER EXPIRATION	

GS055	5 YEARS AFTER CONTRACT EXPIRATION (IF FILED SEPARATELY FROM CONTRACTS/AG MTS)- ACCEPTED BIDS; 3 YEARS- REJECTED BIDS. PURCHASING'S REJECTED BIDS ARE RETAINED IN CHRONOLOGIC AL ORDER WITH ACCEPTED BIDS	
GS056	6 YEARS - CLAIMS HANDLED BY LAW DEPT.	
GS068	70-75 YEARS- YEAR-TO-DATE ANNUAL SUMMARY FOR ADMIN. PURPOSES; 5 YEARS- ALL OTHER RECORDS	
GS070	5 YEARS- ORIGINALS IN FINANCE DEPT.; 1 YEAR- DEPT. COPIES	
M0022	EXPIRATION/CA NCELLATION OF FRANCHISE PLUS 5 YEARS	
M0713	LIFE OF EQUIPMENT PLUS 3 YEARS	

Destruction

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To: Jennifer Kim
CC: Morris Heide

To: Jennifer Schatz; Kim Bailey; Dennea Leap
CC: Adam Dustman

:cords)

:cords)

To: Melissa Hunter; Lindsey Gallman
CC: Meagan Borth

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1 Tom Scannell on 05/20/24
1 Tom Scannell on 05/20/24
1 Tom Scannell on 05/20/24

object closes

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1 Tom Scannell on 05/20/24

To: Miranda Rice; Eric Fitch
CC: Tom Scannell

oxes, 100 bags of construction plans & 1 barrel full of construction plans

To: Jennifer Polston; Christina Heinen
CC:

To: Chris A. Johnson; Vanessa Kerner
CC: Jason Newkirk

To: Melissa Balino
CC: Jennifer Vargo

To: Heather Tucker; Amanda Pickering
CC: Doug Short

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-061 **1R** An ordinance amending Article 6 of Chapter 8 of the City Code changing the procurement policy to align with Revised Statutes of Missouri (RSMo Chapter 34) **1R READ**

Recommendations:

Staff recommends approval of this item.

Background:

Adopted in 2019, the City's Procurement Policy has only had one major amendment brought forward to City Council in 2022. However, the State of Missouri discusses and/or updates their process on a yearly basis. The 2024 legislative session held many key changes for their competitive bidding and procurement requirements and guidelines. Exploring these changes, and comparing our policy to other City's policies in Missouri, led staff to a discussion on how improvements could be made to existing process. The conclusion was that we need to make it easier for departments to purchase needed items of a noncontroversial nature in small value amounts.

Therefore, changes have been made that reflect the State and other governmental entities changes that have been made over the past few years that staff feel also align with our ethics, charter and code.

These major changes include:

- Raised/revised thresholds for procurement approvals to match Missouri Statutes
- 3 quotes can be obtained by the department for expenditures up to \$50,000 before they submit the requisition to cut down on the Procurement Divisions involvement and reduce time spent for all without eliminating checks and balances/controls
- Expenditures over \$100,000 only need to go to council once, unless they are going to exceed the voted on approval amount (we encourage adding in a percentage for contingency and inflation)

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

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

REVIEWERS

Meagan Borth
Jeremy Cover
Meagan Borth
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Procurement Help Sheet Final
2. Updated Procurement Policy- Final Draft
3. Updated Source Form Final
4. Original Procurement Policy

City of Independence - Procurement Process Guide

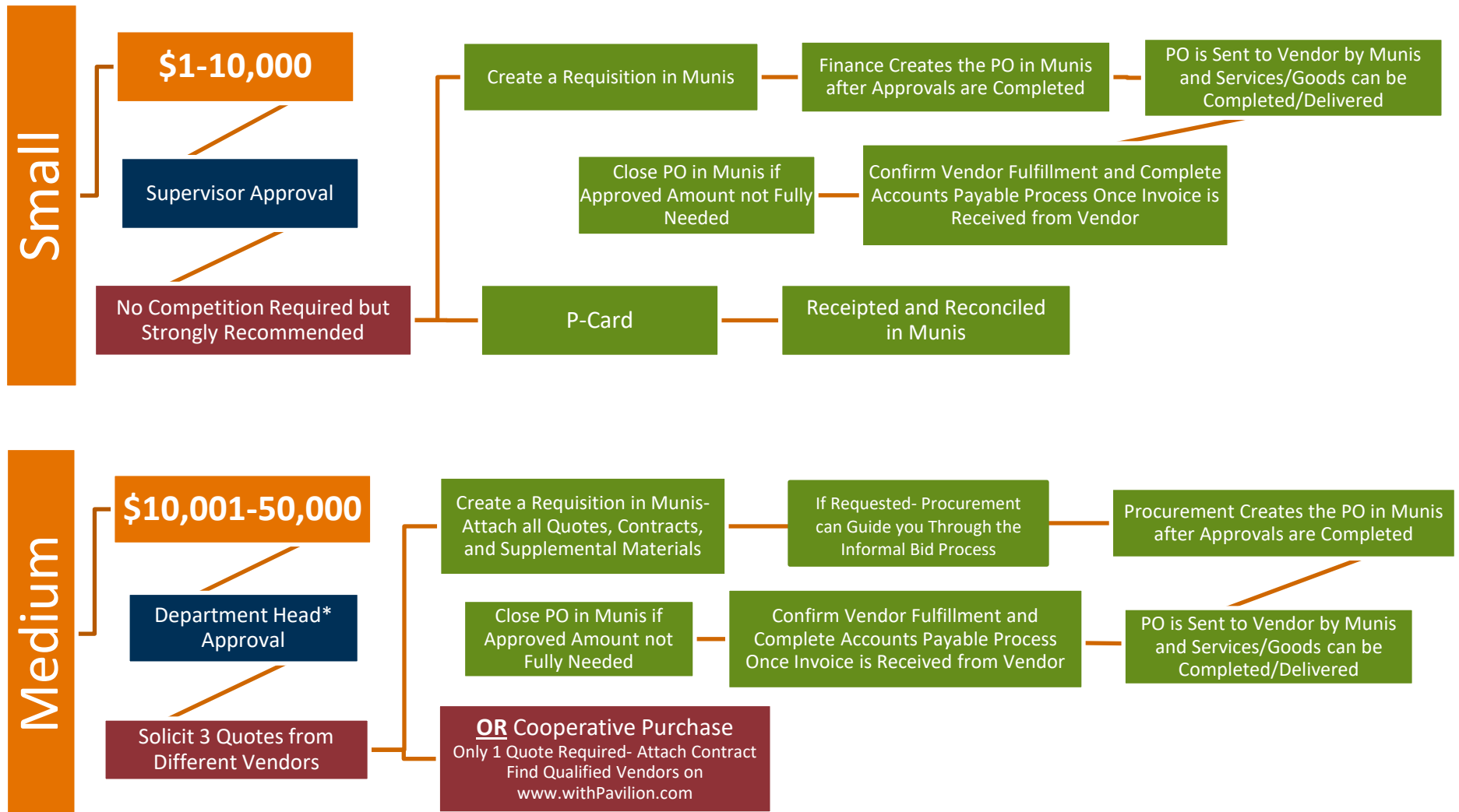
As of July 1, 2024

HOW MUCH AM I SPENDING?

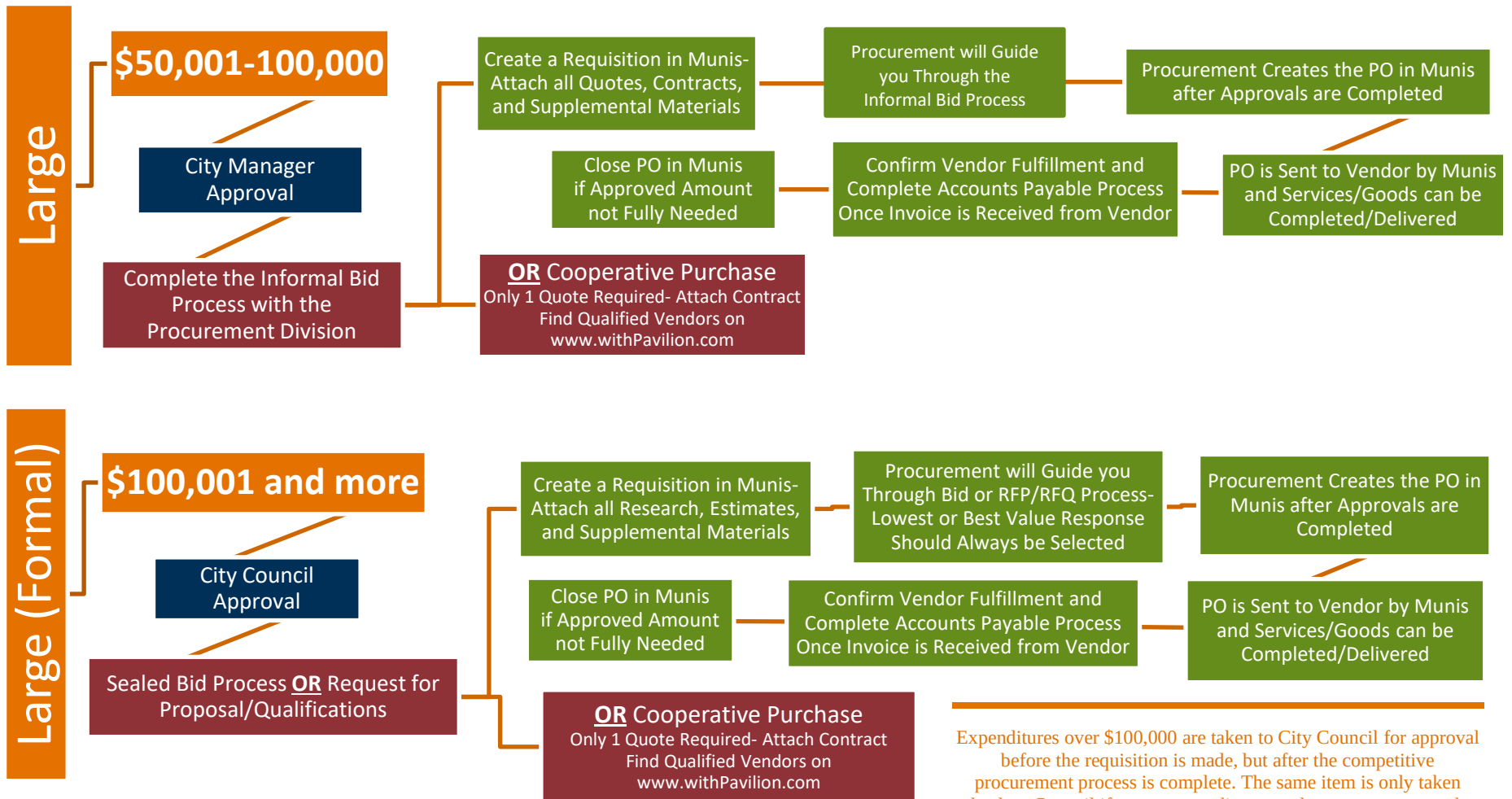
WHO'S APPROVAL DO I NEED BEFORE AND DURING THE PURCHASE/PROCUREMENT?

DO I NEED TO GET MULTIPLE QUOTES OR GO THROUGH A COMPETITIVE PROCUREMENT PROCESS?

HOW CAN I PAY FOR IT?



*Or the Department Head's designee (i.e. Deputy or Assistant Directors)



Exceptions to the Process

- Sole Source: Submit a sole source form signed by the Department Head
- The City's IT Department requires a PO for all IT expenditures regardless of amount (excluding basic technology equipment such as a mouse or keyboard)
- Emergency Purchases: Submit a Source Form detailing the emergency (threat to health, welfare, or safety and/or where time does not allow for normal procedures)

More Information

- Blanket PO's can be used to order the same goods or service from a single vendor throughout a fiscal year (Examples: Fuel, chemicals, maintenance contracts)
- Find vendors by contacting previous vendors, asking for the Finance Department's vendor list, or seeing who other government agencies use
- Change Orders are used if the expenditures will exceed the PO amount



City of Independence Procurement Policy

Prepared by:
Meagan Borth
Interim Finance Director
Adopted June 1, 2019
Amended July __, 2024

City of Independence

Procurement Policy

1) Introduction

The City of Independence is a public agency that is required to establish and follow formal procurement rules established in the City Code. The primary purpose of the procurement policy is to ensure that all publicly funded acquisitions are obtained through an open and competitive process and that honest and ethical procedures are consistently followed to attain best value, cost, and quality. Department heads are entrusted with the responsibility of implementing and enforcing the policy within their departments. A procedures manual is maintained and training is offered to all users by the Procurement Division of the Finance Department.

2) Applicable Law

Missouri Contracting Statute RSMo., Section 432.070 states, in essence, that any contract made by the City will be valid and effective only if the contract is executed before any performance or payment; within the scope of the City's authority; in writing; dated when made; and subscribed by the parties or their agents. General Law states unless displaced by the particular provisions of this manual, the principles of law and equity, including the Missouri Uniform Commercial Code, the law merchant, and law relative to capacity of contract, agency, fraud misrepresentation, duress, coercion, mistake, or bankruptcy shall supplement the provisions of this policy.

3) Solicitation Thresholds

\$0 - \$9,999.99 – Competition not required but strongly recommended

\$10,000 - \$99,999.99 – Informal

\$100,000 and above – Formal

Professional Services:

\$0 - \$99,999.99 – Competition not required but strongly recommended

\$100,000 and above – Competition required

Small Procurements

Purchases \$10,000 or less - Although competitive sealed bidding is the procedure universally preferred in government procurement, consideration of the time and cost dictates that a less formal procedure be used for small purchases. These purchases may be made on the open market without formal bid and informal written quotes or competitive oral quotations are allowed.

Local Vendors

The City of Independence encourages the participation of local vendors and gives preference to the local vendor when the prices, terms, and conditions are equal.

4) Approvals

\$100,000 and more: City Council approval required

\$50,000-99,999.99: City Manager approval required

\$10,000-49,999.99: Department Head (or their designee) Approval

\$1-9,999.99: Supervisor approval

5) Solicitation Types Used by the City of Independence

A) Invitation to Bid (ITB)

1. Informal - Under \$100,000 – no public opening required; written bids must be solicited
2. Formal - \$100,000 and above – public bid opening required
3. Award is made to the lowest, most responsive and responsible bidder who meets the minimum requirements and conditions

4. No negotiation is permitted; the Procurement Manager may consider exceptions if a single bid is received
 5. Exceptions to the terms and conditions of the ITB will not be considered
 6. Unit price prevails in the event of pricing discrepancy
- B) Request for Proposal (RFP)
1. No public opening to preserve confidentiality until award or notice of intent to award is made
 2. The purpose is to award to the supplier that is able to provide the best value to the City, not necessarily lowest price, using weighted numerical scoring
 3. Negotiation is permitted
 4. An evaluation team, ideally comprised of three to five members, evaluates using criteria disclosed in the RFP
 5. Evaluation team members are required to sign a Statement of Confidentiality and Non-Conflict of Interest and Substantial Interests to serve on the team. A breach of confidentiality or conflict of interest or substantial interest is defined as any evaluation team member, whether position or financial interest, that would affect either the solicitation of proposals or the selection of the successful proposer. The statement ensures the confidentiality and integrity of the RFP process for each specific procurement.
- C) Request for Qualifications (RFQ)
1. Used to prequalify vendors for services prior to contract negotiation
 2. Respondents must satisfy the minimum RFQ criteria requirements to be prequalified
 3. Architects, Engineers, and Land Surveyors (A&E) – Missouri State Statute RSMo. 8.289 requires the RFQ process be used for prequalification prior to contract negotiation
- D) Request for Information (RFI)
- Used to gather information for an upcoming solicitation and scope of work, specifications, cost, or other information is unknown; no award is made
- E) The rationale for the solicitation type selected will be included in the procurement file.
1. In solicitation where evaluations are required, evaluations will be retained in the bid file.
- F) Bid, Proposal, and Response Submission Conditions
1. Competitive solicitations issued online shall require responses to be submitted online
 2. Responses received late will be rejected; online system time is official time
 3. Bids, proposals, or responses may be withdrawn, modified, or revised prior to close of the solicitation
 4. Bids, proposals, or responses cannot be revised after they are opened; once opened, all documents become property of the City
 5. Non-responsive:
 - a. Any bid submitted that does not meet the minimum requirements set forth in the ITB including Terms and Conditions will be deemed non-responsive
 - b. Any proposal or response that does not meet the minimum requirements set forth in the RFP, RFQ, or RFI will be deemed non-responsive
 6. Conflicts of interest, known and unknown, between the City and vendor is a condition where the administration of award will not be given to the vendor, regardless of solicitation type.

6) Management Analyst Review

Prior to presentation to Council, the City Management Analyst must review and make a recommendation for contracts where the cost is between \$500,000 and \$1,999,000, if they will be in effect for more than a year; and all contracts valued at \$2,000,000 or more regardless of term.

7) Bonds

- A) Bid Bond or Proposal Bond – Security requirement determined by the Procurement Manager
1. Bid Bond or Proposal Bond - provided by a surety company authorized to do business in the State of Missouri
 2. Cashier's Check or Certified Check may be submitted in lieu of the bond; cash is not accepted
 3. Failure to submit a bond as required in the solicitation will result in rejection of the bid or proposal

4. If the bidder or proposer fails to honor the bid or proposal for any reason, the security may be retained by the City
5. Value of security is equivalent to 5% of the bid or proposal price
- B) Payment, Performance, and Maintenance Bond – Required as determined by the Procurement Manager
 1. Provided by a surety company authorized to do business in the State of Missouri
 2. Issued in an amount up to 100% of the price specified in the bid or proposal
 3. The City's preapproved form shall be used, or the bond will not be accepted

8) Public Improvements

- A) Public improvements are defined as new construction of public facilities, roadways, bridges, sidewalks, parking lots, etc. or newly constructed appurtenances for public use or benefit, paid wholly or in part out of public funds, in accordance with Article 11 of the City Charter conditions:
 1. All public improvements over \$500 require competitive bids
 2. A 100% payment, performance, and maintenance bond is required for all projects over \$2,500
 3. All public improvement projects will be completed in compliance with the Missouri Prevailing Wage Law
 4. Public Improvements are bid in accordance with the bidding procedures as defined in this policy as well as Chapter 20 of the City Code

9) Project Delivery Methods

Departments requiring construction for the City should collaborate with the Municipal Services Department to determine the most appropriate method:

- A) Design-Bid-Build consists of three steps: a design phase provided by a prequalified A&E provider, the bid step, and the construction step provided a contractor independent of the A&E provider
- B) Design-Build is any project for the design, construction, alteration, remodeling or improvement of any buildings, facilities or other public improvements for which the design and construction services are furnished under one contract
- C) Construction Manager at Risk means a sole proprietorship, partnership, corporation, or other legal entity that assumes the risk for the construction, rehabilitation, alteration, or repair of a project at the contracted price as a general contractor and provides consultation to a political subdivision regarding construction during and after the design of the project

10) Construction Contractor Qualifications Requirements – Contracts Exceeding \$300,000

Each solicitation shall include a statement that reflects the preferences and vendor qualification provisions set out in Section 8.06.003 of the City Code.

11) Easement Acquisitions

Notwithstanding anything to the contrary found in existing ordinances and resolutions of the City, the City Council may authorize the City Manager or designee to accept or approve, on behalf of the City, all easement documents, deeds of dedication, contract work orders and utility relocation and right-of-way certifications and agreements.

12) Preferences

Section 8.06.003 (E) of the City Code includes provisions for preferences. These preferences must be followed when procuring manufactured goods or commodities as well as when entering into any contract that exceeds \$300,000 involving labor:

- A) United States Products. Manufactured goods or commodities shall be purchased which have been manufactured, assembled, or produced in the United States, unless:
 1. The purchase, lease, or contract involves an expenditure of less than \$10,000
 2. Only one component of a particular good or product is manufactured, assembled, or produced in the United States
 3. The specified products are not manufactured, assembled or produced in the United States in sufficient quantities to meet the City's requirements or cannot be manufactured, assembled, or

- produced in the United States within the necessary time in sufficient quantities to meet the City's requirements; or
4. Obtaining the specified products manufactured, assembled or produced in the United States would increase the contract cost by more than ten percent (10%)
- B) Missouri Products. Materials, products, supplies, provisions and other needed articles shall be purchased which are produced, manufactured, compounded, made or grown within the State of Missouri, when they are found in marketable quantities in the State and are of a quality suited to the purpose intended and can be secured without additional cost over products of other states; provided, however, that quality and fitness of articles shall be considered in procuring or letting contracts for articles herein mentioned.
- C) When entering into any contract which exceeds \$300,000 involving labor or hiring any labor for public contract work, preference may be given to contractors, mechanics, artisans or other laborers of any class, who shall have actually resided in Jackson County for a period of six months preceding the start of their engagement.
1. A contract or purchase may be awarded to a bidder utilizing local labor where the bid by such bidder is, in all material respects, comparable to the lowest responsible bid not utilizing local labor if the amount bid (labor, materials, and other services) by such bidder does not exceed the lowest bid not utilizing local labor by more than the following percentage, unless such an award is contrary to State or Federal law or regulation, or unless the Council, at its discretion, determines prior to giving notice soliciting bids that the provisions of this section shall not apply to the contract or purchases:
 - a. \$0 to \$300,000 – No preference
 - b. \$300,000 to \$1,000,000 – 5 percent on the first \$300,000 and adjustment for the amount between \$300,000 and \$1,000,000
 - c. \$1,000,000 and greater – 5 percent higher on the first \$300,000 and 2.5 percent on amount between \$300,000 and \$1,000,000
 - d. No additional adjustments for amounts in excess of \$1,000,000
 2. The amount of any preference awarded will be based on the maximum preference awarded for size of the contract multiplied by the percentage of local labor compared to the total labor for the work.
- D) Licensed businesses operating from a physical address in six (6) months within the City of Independence when quality, service and other terms of the purchases are equal to or better than the low bid shall be given a preference of ten percent (10%) over the low bid, provided that the difference between the low bid and the local bid does not exceed thirty thousand dollars (\$30,000.00) maximum.

13) Exceptions to Competition Requirements

- A) Sole Source is defined as only one vendor that possesses the unique and singularly available capability to meet the requirement of the procurement; written justification from the Department Head is required
- B) Single Source is a commodity or service that is proprietary or standardized by the City; written justification is required
- C) Cooperative Purchases are commodities or services purchased through contracts established by a government procurement entity or cooperative pursuant to RSMo.70.220, or generally accepted governmental procurement practices through the competitive bidding process
- D) Any purchase in which the City Manager determines that a waiver is in the best interest of the City and not in violation of federal, state, or local law
- E) Public Art to adorn public buildings and property in the City of Independence, an amount equal to 1% of the estimated cost of construction, reconstruction, or remodeling of a Municipal building pursuant to City Resolution Bill No. 17-746

14) Grants and Federal Funding

Purchases made with grant funds or federal funding must follow the guidelines of the grant as well as the Procurement Policy, City Code, and City Charter where applicable. Purchases made with the assistance of federal funding will also require the contracting firm to provide documentation the firm is not suspended or debarred from transactions as recorded by the System Award Management (SAM) Exclusions database at

<https://www.sam.gov/SAM/>. Recognition that the firm to be awarded is not on the exclusion list will be a condition for being granted an award.

The City will adhere to all provisions as a sub-recipient of the state, Federal Regulations §§200.318 General procurement standards through 200.326 Contract provisions. The City will also include verbiage in solicitations that sub-recipients will also be subject to Federal regulation 2 CFR 200.330, and will also be responsible for adherence to applicable Federal program requirements specified in the Federal award.

The methods of procurement acceptable under Federal regulation 2 CFR 200.320 are:

(a) Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (§ 200.67 Micro-purchase). To the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.

(b) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

(c) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section apply.

(1) In order for sealed bidding to be feasible, the following conditions should be present;

(i) A complete, adequate, and realistic specification or purchase description is available;

(ii) Two or more responsible bidders are willing and able to compete effectively for the business; and

(iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(2) If sealed bids are used, the following requirements apply:

(i) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;

(ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

(iii) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;

(iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(v) Any or all bids may be rejected if there is a sound documented reason.

(d) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

(1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;

(2) Proposals must be solicited from an adequate number of qualified sources;

(3) The Non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;

(4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

(5) The Non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(e) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

(1) The item is available only from a single source;

(2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

(3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or

(4) After solicitation of a number of sources, competition is determined inadequate.

Solicitation using federal funding will contain clear and accurate descriptions of the technical requirements of the material, product or service. When not practicable or economical, a brand name or equivalent can be used to describe the performance or other requirements.

15) Sustainable Purchasing

It is the general policy of the City to support the purchase of products that will minimize negative environmental, health, and social impacts of City operations and support markets for sustainably produced products. Consideration of the full life cycle cost of a good or service is encouraged. Purchase of these products is preferred whenever they perform satisfactorily and are available at a reasonable price.

16) Technology Purchasing

Technology solutions present unique risks that must be managed appropriately to ensure security, quality, and interoperability while managing overall technology spend. The Technology Services Division owns managing risks associated with all City technology and must provide review and approval prior to all technology purchases.

17) Term and Supply Contracts

Generally issued for more than one year, term and supply contracts are established by the Procurement Division through competitive solicitations to eliminate recurring and redundant solicitation and to take advantage of economies of scale.

18) Change Orders

- A) Used to delete, substitute, or add items or services and to increase or decrease pricing
- B) All changes must be authorized by the Procurement Manager prior to vendor notification
- C) Change orders that exceed \$100,000 or the amount allowed for change already approved by City Council require additional City Council approval

19) Emergency Purchases

An emergency purchase is made to alleviate a situation in which there is a threat to health, welfare, or safety, and/or where time does not allow for normal procurement procedures. All emergency purchases must be authorized by the Department Head and the City Manager. Some examples are:

- A) The operation of the department would be seriously hampered
- B) The protection or preservation of public property would not be possible by following normal procedures
- C) A major project's timeline does not allow for normal procedures in order to be completed

20) Signature Authority

- A) City Manager or designee has the authority to sign contracts
- B) Procurement Manager or designee as delegated by the City Manager
- C) Finance and Administration Director or designee as delegated by the City Manager

21) Right of Protest

- A) The Procurement Manager, or appointed designee, will accept written protests regarding the solicitation of any goods, services or commodities, with a dollar value of \$50,000 or less, within five (5) business days of the bid opening. For purchases over \$50,000, a Notice of Intent to Award will be posted on the City's e-solicitation website. Any protest must be filed within five (5) business days of the date of posting of the Notice. Neither the City nor the e-solicitation website provider shall be responsible for directly notifying bidders of the Notice of Intent to Award
- B) Protests must be received in the office of the Procurement Manager and must contain the following information:
 - 1. Company name, address, phone number and signature of the authorized representative
 - 2. Solicitation number
 - 3. Detailed statement describing the grounds for the protest
 - 4. Supporting evidence or documents to substantiate the claim
- C) The Director of Finance and Administration will review the information provided and he/she or designee will issue a written decision within five (5) business days of receipt of the protest; this decision shall be final

22) Procurement Cards (P-card)

An optional method of payment for the City for purchases under \$10,000. The P-card may be used as long as processing fees are not added that may increase the total price of the purchase.

23) Vendor Self Service (VSS)

To do business with the City, all vendors must set up an account in the financial system through the VSS portal at URL <https://independencemo.munisselfservice.com>. All purchase orders, contracts, and other supporting documents are filed in the financial system for the vendor so access.

24) Surplus, Scrap, Obsolete Property

Property purchased with City funds that is no longer functional in its current role that requires redistribution, disposal, or scrapping

- A) Non-Fleet Surplus – The Procurement Division will evaluate non-fleet surplus and determine method of disposition
- B) Fleet Surplus – Departments shall work through the Municipal Services Department to determine changes in fleet assets
 - 1. The Municipal Services Department will determine the value of fleet surplus for transfer to another department
 - 2. Fleet surplus that is not transferred to another department shall be surrendered to the Procurement Division for disposal
- C) Donation – Surplus may be donated to a not-for-profit, government agency, or utility that makes a written request for specific surplus goods
- D) Trade-in – surplus assets may be traded in on new assets
- E) Service weapons – Retiring Police officers may purchase their service weapon with a letter of recommendation from Police command staff

25) Ethics

The Procurement Division subscribes to the Code of Ethics of the NIGP-The Institute for Public Procurement and believes that the following ethical principles should govern the conduct of every person employed by a public sector procurement or materials management organization.

- A) Seeks or accepts a position as head (or employee) only when fully in accord with the professional principles applicable thereto and when confident of possessing the qualifications to serve under those principles to the advantage of the employing organization
- B) Believes in the dignity and worth of the service rendered by the organization, and the societal responsibilities assumed as a trusted public servant
- C) Is governed by the highest ideals of honor and integrity in all public and personal relationships in order to merit the respect and inspire the confidence of the organization and the public being served
- D) Believes that personal profit obtained through misuse of public or personal relationships is dishonest and not tolerable
- E) Identifies and eliminates participation of any individual in operational situations where a conflict of interest may be involved
- F) Believes that members of the Institute and its staff should at no time, or under any circumstances, accept directly or indirectly, gifts, gratuities, or other things of value from suppliers, which might influence or appear to influence purchasing decisions
- G) Keeps the governmental organization informed, through appropriate channels, on problems and progress of applicable operations by emphasizing the importance of the facts
- H) Resists encroachment on control of personnel in order to preserve integrity as a professional manager
- I) Handles all personnel matters on a merit basis, and in compliance with applicable laws prohibiting discrimination in employment on the basis of politics, religion, color, national origin, disability, gender, age, pregnancy and other protected characteristics
- J) Seeks or dispenses no personal favors. Handles each administrative problem objectively and empathetically, without discrimination
- K) Subscribes to and supports the professional aims and objectives of NIGP-The Institute for Public Procurement

Appendix A – City of Independence Charter

Section 5.2	Conflicts of Interest.
Section 5.4	Code of Ethics.
Section 8.11	Contracts and expenditures prohibited, when.

Section 5.2. Conflicts of Interest. The use of public office for private gain is prohibited. The city council shall implement this prohibition by ordinance, the terms of which shall include, but not be limited to: acting in an official capacity on matters in which the official has a private financial interest clearly separate from that of the general public; the acceptance of gifts and other things of value; acting in a private capacity on matters dealt with as a public official; the use of confidential information; and appearances by city officials before other city agencies on behalf of private interests. This ordinance shall include a statement of purpose and shall provide for reasonable public disclosure of finances by officials with major decision-making authority over monetary expenditures and contractual and regulatory matters and, insofar as permissible under state law, shall provide for fines and imprisonment for violations.

Section 5.4. Code of Ethics. The City Council, by ordinance, shall adopt a code of ethics which shall be binding upon all City officials and employees, and shall appropriate sufficient funds for its enforcement. The Code of ethics may be updated from time to time as deemed necessary by the Council.

Section 8.11. Contracts and expenditures prohibited, when. No department, officer, employee, or agency of the city government shall expend or contract to expend any money or incur any liability, or enter into any contract which by its terms involves the expenditure of money, for any purpose, in excess of the amounts appropriated or authorized and available for that general classification of expenditure. Any contract made in violation of this charter shall be null and void.

Nothing in this section shall prohibit the making of contracts or the spending of money for public improvements to be financed in whole or in part by the issuance of bonds after the issuance of said bonds has been duly authorized, or for public improvements to be financed in whole or in part by special assessments on benefited real property after said improvements have been duly authorized; nor the making of contracts of lease or for services for a period exceeding the fiscal year in which such contract is made, when such contract is not prohibited by applicable law or ordinance.

Appendix B – City Code of Ordinances

Section 8, Article 6, 001-007, 013-015
City Code, Indep., MO
ARTICLE 6. PURCHASES AND SALES

SEC. 8.06.001. "CONTRACTUAL LABOR AND SERVICES" DEFINED.

"Contractual labor and services," as used in this Article, shall mean labor and services performed for the City by persons not in the employment of the City, and may include the use of equipment or the furnishing of commodities in connection with said labor and services under express or implied contract. Contractual labor and services shall include transportation of personnel (travel); freight; express; parcel post; postage; repairs, alterations and maintenance of buildings, equipment, streets, and bridges, and other physical facilities of the City; provided that "contractual labor and services" as used in this Article shall not include contracts for public improvements referred to in Section 11.6 of the City Charter.

SEC. 8.06.002. PURCHASES - HOW MADE - REQUISITIONS - CERTIFICATION OF FUNDS.

All purchases of supplies, material, equipment, contractual labor, services, and insurance for the offices, departments, and agencies of the City government, shall be made in accordance with purchase authorizations issued by the City Procurement Manager who also may be called the City Purchasing Agent and either title may be used within this City Code, pursuant to Section 3.35 of the City Charter. Except as otherwise provided in Section 8.06.006, a purchase shall be made only when the head of the office, department, or agency whose appropriation is to be charged issues a written requisition therefore, and the Director of Finance or his/her authorized agent certifies that there is an unencumbered balance of funds appropriated or authorized and available therefore, as provided by Section 3.34 of the City Charter, and after said written requisition has been approved by the Director of Finance and said approval duly endorsed thereon.

SEC. 8.06.003. COMPETITIVE BIDDING.

Except as provided in Section 8.06.004, bids shall be obtained as set out below:

A. Commodities.

1. Formal. Before any purchases of, or contract for supplies, materials, equipment, contractual labor, wherein the consideration to be paid is estimated to be more than One-Hundred Thousand Dollars (\$100,000), except as otherwise provided in Section 8.06.004 immediately below, the City Procurement Manager shall submit to at least three (3) persons, firms, or corporations dealing in and able to supply the same, or to a smaller number if there are not three (3) dealing in and able to supply the same, specifications and an invitation to bid, to give them an opportunity to bid. The bid shall be announced on the Public Notice Board in City Hall and as appropriate through Internet, print media or any other means of publicly making the solicitation known to potential bidders. All bids shall be sealed and shall be opened in public at a designated time and place, and bids shall be received up to the time designated for the opening of bids. The Procurement Manager may repeatedly reject all bids, and again may resubmit to the same or other persons, firms, or corporations and follow the procedures identified above. The Procurement Manager shall purchase from the bidder whose bid is more advantageous to the City, considering the price, quality, date of delivery, prior performance by the person, firm, or corporation or any of its sub-contractors or suppliers, specifically including any City contracts within the immediate past five years, and the preferences set out below. The contract shall be reported to, and approved by, the City Council prior to award.

2. Informal. Before any purchases of, or contract for supplies, materials, equipment, contractual labor, services, insurance or any sale of surplus, obsolete, or unused property is made, wherein the consideration to be paid is One-Hundred Thousand Dollars (\$100,000) or less, the City Procurement Manager shall obtain competitive bids by an informal method, including written, verbal, telephone, Internet, or fax quotations or any other method that establishes competition. The Procurement Manager may repeatedly reject all bids and again may resubmit to the same or other persons, firms or corporations. The purchase will be made from the bidder whose bid is most advantageous to the City considering the price, quality, date of delivery, prior performance by the person, firm, or corporation or any of its subcontractors or suppliers, specifically including any City contracts within the immediate past five years, the preferences set out below, and any other factors which deem it to be best bid. City Manager approval is required for contracts or purchases of Fifty Thousand Dollars (\$50,000) or more. Council approval is not required for contracts under One-Hundred Thousand Dollars (\$100,000) or for the renewal of contracts, when the requested price increase does not exceed the renewal period increase established in the original agreement.

B. Professional Services. Businesses which require a State or Federal professional license or certification shall be considered professional services. The Procurement Manager will utilize Request for Proposals (RFPs) or Requests for Qualifications (RFQs) when procuring professional services where factors other than cost must be considered in the evaluation process. Examples include, but are not limited to, architects, engineers, insurance brokers and companies, and attorneys. RFP's and RFQs will be announced on the Public Notice Board in City Hall and as appropriate through the Internet, print media or any other means of publicly making the solicitation known to potential bidders or proposers. If the contract amount exceeds Fifty Thousand Dollars (\$50,000) it shall be reported to, and approved by, the City Manager prior to award. Council approval is required for contracts of One-Hundred Thousand Dollars (\$100,000) or more or for the renewal of contracts, when the requested price increase exceeds the renewal period increase established in the original agreement.

C. Public Improvement Projects. Public Improvement projects shall be processed through the Procurement Division using the processes identified in section A1 and A2, and in conformance with procedures set out in chapter 20 of this City Code. If the contract amount exceeds Fifty Thousand Dollars (\$50,000) it shall be reported to, and approved by, the City Manager prior to award. City Council approval is required for contracts of One-Hundred Thousand Dollars (\$100,000) or more or for the renewal of contracts, when the requested price increase does not exceed the renewal period increase established in the original agreement.

D. Change Orders. For contracts up to Fifty Thousand Dollars (\$50,000) or ten percent (10%) of the original contract amount if in excess of One-Hundred Thousand Dollars (\$100,000), the City Manager is authorized to issue change orders.

E. Preferences. In awarding a bid, the Procurement Manager shall consider the following preferences:

1. United States Products. Manufactured goods or commodities shall be purchased which have been manufactured, assembled or produced in the United States, unless: (a) the purchase, lease or contract involves an expenditure of less than Ten Thousand Dollars (\$10,000.00); (b) only one component of a particular good or product is manufactured, assembled or produced in the United States; (c) the specified products are not manufactured, assembled or produced in the United States in sufficient quantities to meet the City's requirements or cannot be manufactured,

assembled or produced in the United States within the necessary time in sufficient quantities to meet the City's requirements; or (d) obtaining the specified products manufactured, assembled or produced in the United States would increase the contract by more than ten percent (10%).

2. Missouri Products. Materials, products, supplies, provisions and other needed articles shall be purchased which are produced, manufactured, compounded, made or grown within the State of Missouri, when they are found in marketable quantities in the State and are of a quality suited to the purpose intended and can be secured without additional cost over products of other states; provided, however, that quality and fitness of articles shall be considered in purchasing or letting contracts for articles herein mentioned.

3. When entering into any contract which exceeds \$300,000 involving labor or hiring any labor for public contract work, preference may be given to contractors, mechanics, artisans or other laborers of any class, who shall have actually resided in Jackson County for a period of six months preceding the start of their engagement.

a. A contract or purchase may be awarded to a bidder utilizing local labor where the bid by such bidder is, in all material respects, comparable to the lowest responsible bid not utilizing local labor if the amount bid (labor, materials, and other services) by such bidder does not exceed the lowest bid not utilizing local labor by more than the following percentages, unless such an award is contrary to State or Federal law or regulation or unless the Council, at its discretion, determines prior to giving notice soliciting bids that the provisions of this section shall not apply to the contract or purchases:

\$0 to \$300,000 – No preference

\$300,000 to \$1,000,000 - 5 percent on the first \$300,000 and no adjustment for the amount between \$300,000 and \$1,000,000

\$1,000,000 and greater - 5 percent higher on the first \$300,000 and 2.5 percent on amount between \$300,000 and \$1,000,000

No additional adjustment for amounts in excess of \$1,000,000

The amount of any preference awarded will be based on the maximum preference awarded for size of the contract multiplied by the percentage of local labor compared to the total labor for the work.

F. Contractor Qualifications:

All contractors bidding on construction contracts which exceed \$300,000.00 with the City of Independence shall meet qualification standards prior to acceptance of any contract. The City shall investigate and examine the qualifications of all contractors and, upon determining that a contractor meets the requirements of this policy and is in all respects responsible, qualified and competent for the class, character and magnitude of the work which the applicant proposes or intends to perform under this proposed contract shall then be determined to be qualified to be awarded a contract. In determining the acceptability of a contractor for the purpose of qualification, the City shall investigate and consider at least the following:

- Financial responsibility.
- The character, quality and availability of the contractor's equipment
- The performance record of the contractor in the performance of other contracts for public or private improvements.
- The nature and extent of other contract commitments involving the use of contractor's machinery, equipment and personnel.
- The reputation for reliability and integrity.
- History of compliance with applicable State and Federal laws.
- Compliance with MBE/WBE Policies.
- The source of any labor involved in the project.
- Any other fact which would materially affect the ability of the applicant to properly, adequately, expeditiously and satisfactorily perform such work as might be awarded to such contractor. To be determined qualified the contractor must provide or participate in each of the following for the benefit of its employees and in addition, the contractor will certify that all subcontractors under their control will comply with the following:

1. An ERISA-qualified medical welfare benefit plan or health insurance in some form.

2. A training program approved by and registered with the U.S. Department of Labor's Bureau of Apprenticeship and Training or equivalent.

3. An ERISA-qualified pension plan or a retirement benefit program

Under no circumstances shall a contractor be qualified who fails to provide or participate in any of the aforementioned programs. The City Manager may require such documentation or verification by the person or firm claiming to be using local labor as is deemed necessary to establish the requirements.

SEC. 8.06.004. WHEN COMPETITIVE BIDDING IS NOT REQUIRED.

In the following cases, competitive bidding shall not be required if, in the judgment of the Procurement Manager, a lower price cannot be obtained by requiring competitive bids:

1. Where the cost of supplies, materials, equipment, contractual labor, services, or insurance does not exceed Ten Thousand Dollars (\$10,000).
2. Where there is only a sole source that possesses the unique and singularly available capability to meet the requirement of the procurement as determined by the Procurement Manager; or a single source that is proprietary to existing commodities, equipment, or services as determined by the Procurement Manager.
3. Where supplies, materials, equipment, contractual labor, services, or insurance purchases from another unit of government at a price deemed below that obtainable from private dealers, including war surplus.
4. Where supplies, materials, equipment, contractual labor, insurance and services are purchased through bids established by a government purchasing entity or cooperative. The cooperative bids used will have been established pursuant to RSMo.70.220 or generally accepted governmental purchasing practices through the competitive bidding process. Purchases by this method shall be exempt from Section 8.06.003 of the City Code. If the contract amount exceeds One Hundred Thousand Dollars (\$100,000) it shall be reported to, and approved by, the City Council prior to award.

SEC. 8.06.005. PROHIBITION AGAINST SPLITTING CONTRACTS.

The splitting or dividing of contracts and purchases for the purpose of evading requirements of Section 8.06.003 of this Article shall not be permitted, and any such contracts or purchases so made evidencing such purpose shall be void.

SEC. 8.06.006. EMERGENCY PURCHASES.

The City Manager or a delegated representative may declare an emergency regarding the purchase of appropriated supplies, materials, equipment, contractual labor, services, or insurance, and the same may be purchased without compliance with the requirements of Section 8.06.002, Section 8.06.003 or Section 8.06.004 above when deemed important to public life, health, welfare, or safety of the City. Purchase of appropriated items in an amount in excess of One-Hundred Thousand Dollars (\$50,000) made under the provisions of this section shall be reported to the City Council at a formal Council meeting.

SEC. 8.06.007. TRANSFER AND SALE OF CITY PROPERTY.

The City Procurement Manager may sell, trade-in, junk, donate, or otherwise dispose of surplus, obsolete, or unused property, or transfer the same from one office, department, or agency of the City to another upon the written approval of the directors of the offices, departments, or agencies concerned, and upon written approval of the Finance Director and City Manager or their designated representative. Transfers of property between departments will require proper reallocation of funds by the Finance Department.

1. Sales under this section shall be made to the highest responsible bidder at public auction or in conformance with Section 8.06.003 or Section 8.06.004 hereof, as applicable. Sales may be made to other units of government or public utilities without adherence to bidding requirements.

SEC. 8.06.013. AFFIDAVITS TO BE FILED.

All persons, firms, and corporations furnishing materials of any kind or character, including, but not limited to, supplies, materials, equipment, contractual labor and services, and insurance to the City, and contractors furnishing materials or doing public work for the City, shall be required to file written affidavits stating that no elected or appointed officer is financially interested, directly or indirectly, in the sale or purchase of said supplies, materials, equipment, contractual labor and services, and insurance required by the City.

SEC. 8.06.014. PENALTY FOR FALSE AFFIDAVIT, ETC.

Every person, firm, or corporation engaged in the business set out in Section 8.06.012 who shall make a false affidavit as to the interest of such elected or appointed officer of the City, shall be deemed guilty of a misdemeanor and shall be punished by a fine of not less than Two Hundred Dollars (\$200.00) nor more than Five Hundred Dollars (\$500.00), and any contract or agreement made or entered into in violation of this Article shall be terminated by the City, and the person so offending shall be held liable for any damage sustained by the City by reason of the termination of said contract or agreement.

SEC. 8.06.015. OCCUPATION LICENSE CHECKED.

A. The Procurement Manager will be provided with a current listing of licensed businesses on a monthly basis and will notify the Licensing Division of any business requiring an Independence occupation license that has otherwise met the requirement for bid award, and does not appear to be licensed.

B. Bids will be awarded to those businesses required to be licensed to do business in Independence under provisions of Chapter 5 of this City Code only after they have properly secured an occupation license.

Section 20, Article 17

City Code, Indep, MO

ARTICLE 17. BIDS ON PUBLIC WORKS PROJECTS

SEC. 20.17.001. ADVERTISEMENT AND NOTIFICATION

A. The Invitation to Bid will be published on the City's website.

B. The Invitation to Bid will be submitted to a public works publication house in the metro area and the full set of specifications and plans will be made available to them if they have a means of displaying for the use of prospective contractors. Bidders will pay to the public works publication house any fee established for providing the Invitation to Bid, Plans, and Specifications.

C. The Invitation to Bid notice will be sent by electronic mail to all contractors known to have an interest in a project of this type.

D. The City will adhere to all superseding federal, state, and local laws, ordinances, and other requirements regarding advertisement and notification, where applicable.

SEC. 20.17.002. PREFERENCES.

Each Invitation to Bid shall include a statement that reflects the preferences and vendor qualification provisions set out in Section 8.06.003 of the City Code.

SEC. 20.17.003. WHERE BIDS TO BE DEPOSITED.

Bidders will be required to submit their sealed bids on a public improvements project to the Procurement Manager at the time and under the conditions prescribed in the Invitation to Bid.

SEC. 20.17.004. BID OPENING PROCEDURE.

Bids shall be opened at the prescribed time and location as specified in the Invitation to Bid and said bid opening shall be open to the public. All bids shall be read aloud, and a bid tabulation shall be prepared. A copy of the bid tabulation shall be provided to any bidder upon request. All bids received at or prior to the stated bid opening time will be opened. All bids received after the stated bid opening time will be returned unopened, when feasible.

SEC. 20.17.005 DEBARMENT OR SUSPENSION.

Except to the extent prohibited by law, persons who are debarred or suspended by the City or the State of Missouri shall be excluded from bidding, and shall not be awarded contracts for public works for the City of Independence, in accordance with the provisions of Chapter 8 of the City Code.



PROCUREMENT SOURCE JUSTIFICATION

For Sole Source or Emergency Purchases Above \$10,000

A sole source is defined as:

Only one vendor that possesses the unique and singularly available capability to meet the requirement of the procurement

An emergency purchase is defined as:

A purchase necessary to alleviate a situation in which there is a threat to health, welfare, or safety, and/or where time does not allow time for normal procurement procedures.

All purchases shall follow the City of Independence Procurement Policy.

I REQUEST THAT THE REFERENCED PURCHASE BE DECLARED A SOLE SOURCE OR EMERGENCY PURCHASE.

Proposed supplier name and address:

Munis Vendor ID #

Or attach Supplier's W-9 Form

Purchase Requisition #:

Estimated cost: \$

If this is a sole source purchase, check all that apply:

- ☐ **Licensed or patented** – supplier has a license or patent that makes them the Limited provider.
- ☐ **One-of-a-kind** – there are no competitive alternatives available on the market.
- ☐ **Limited Distributor** – Supplier is the Limited distributor for the region or municipality
- ☐ **Compatibility** – must match existing brand or equipment for compatibility.
- ☐ **Warranty/Replacement part** – for a specific brand or factory authorized warranty services.
- ☐ **Grant** – Requirements for specific goods/services established in the grant language. Attach grant for support.
- ☐ **Unique design** – must meet physical design or quality standards.
- ☐ **Public Utility Services** – Necessary adjustment of utility facilities.
- ☐ **Other** – _____

If this is an emergency purchase, check all that apply and give a brief description of the situation:

- ☐ **Response to a threat to health, welfare or public safety**
- ☐ **Protection of preservation of public property**
- ☐ **Major project's timeline does not allow for normal procedures in order to be completed**

Description – _____

STATEMENT OF NEED AND CERTIFICATION:

My department's recommendation for this expenditure is based upon an objective review of the product/service required and appears to be in the best interest of the City of Independence. I know of no conflict of interest with this request. No gratuities, favors or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on my request to source this purchase when there are other known suppliers to exist. By submitting this form to Munis, I hereby certify that this justification for procurement is accurate and complete to the best of my knowledge and belief.

Department Head Authorization

Name:

Department:

Signature:

Title:

City Manager Authorization (Emergency Purchases Only)

Signature:

Date:

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City of Independence Procurement Policy

Prepared by:
Russell M. Pankey, CPPO, CPPB
Procurement Manager
June 1, 2019
Amended June 21, 2022

City of Independence

Procurement Policy

1) Introduction

The City of Independence is a public agency that is required to establish and follow formal procurement rules established in the City Charter and City Code. The primary purpose of the procurement policy is to ensure that all publicly funded acquisitions are obtained through an open and competitive process and that honest and ethical procedures are consistently followed to attain best value, cost, and quality. Department heads are entrusted with the responsibility of implementing and enforcing the policy within their departments. A procedures manual is maintained and training is offered to all users.

2) Applicable Law

Missouri Contracting Statute RSMo., Section 432.070 states, in essence, that any contract made by the City will be valid and effective only if the contract is executed before any performance or payment; within the scope of the City's authority; in writing; dated when made; and subscribed by the parties or their agents. General Law states unless displaced by the particular provisions of this manual, the principles of law and equity, including the Missouri Uniform Commercial Code, the law merchant, and law relative to capacity of contract, agency, fraud misrepresentation, duress, coercion, mistake, or bankruptcy shall supplement the provisions of this policy.

3) Solicitation Thresholds

\$0 - \$5,000 – Competition not required but strongly recommended

\$5,000.01 - \$100,000 – Informal

\$100,000.01 and above – Formal

Professional Services:

\$0 - \$100,000 – Competition not required but strongly recommended

\$100,000.01 and above – competition required

4) Approvals

- A) City Council approval is required for all purchases, change orders, contracts, cooperative purchases over \$50,000
- B) Consent Agenda – Purchases where funds are to be expended; one reading
- C) Ordinance – Purchases that require appropriation or re-appropriation of funds; two readings

5) Solicitation Types Used by the City of Independence

- A) Invitation to Bid (ITB)
 - 1. Informal - Under \$100,000 – no public opening; written bids must be solicited
 - 2. Formal - \$100,000.01 and above – public bid opening required
 - 3. Award is made to the lowest most responsive and responsible bidder who meets the minimum requirements and conditions
 - 4. No negotiation is permitted; the Procurement Manager may consider exceptions if a single bid is received
 - 5. Exceptions to the terms and conditions of the ITB will not be considered
 - 6. Unit price prevails in the event of pricing discrepancy
- B) Request for Proposal (RFP)
 - 1. No public opening to preserve confidentiality until award or notice of intent to award is made
 - 2. The purpose is to award to the supplier that is able to provide the best value to the City, not necessarily lowest price, using weighted numerical scoring
 - 3. Negotiation is permitted
 - 4. An evaluation team, ideally comprised of three to five members, evaluates using criteria disclosed in the RFP

5. Evaluation team members are required to sign a Statement of Confidentiality and Non-Conflict of Interest and Substantial Interests to serve on the team. A breach of confidentiality or conflict of interest or substantial interest is defined as any evaluation team member, whether position or financial interest, that would affect either the solicitation of proposals or the selection of the successful proposer. The statement ensures the confidentiality and integrity of the RFP process for each specific procurement
- C) Request for Qualifications (RFQ)
 1. Used to prequalify vendors for services prior to contract negotiation
 2. Respondents must satisfy the minimum RFQ criteria requirements to be prequalified
 3. Architects, Engineers, and Land Surveyors (A&E) – Missouri State Statute RSMo. 8.289 requires the RFQ process be used for prequalification prior to contract negotiation
- D) Request for Information (RFI)

Used to gather information for an upcoming solicitation and scope of work, specifications, cost, or other information is unknown; no award is made
- E) The rationale for the solicitation type selected will be included in the procurement file.
 1. In solicitation where evaluations are required, evaluations will be retained in the bid file.
- F) Bid, Proposal, and Response Submission Conditions
 1. Competitive solicitations issued online shall require responses to be submitted online
 2. Responses received late will be rejected; online system time is official time
 3. Bids, proposals, or responses may be withdrawn, modified, or revised prior to close of the solicitation
 4. Bids, proposals, or responses cannot be revised after they are opened; once opened, all documents become property of the City
 5. Non-responsive:
 - a. Any bid submitted that does not meet the minimum requirements set forth in the ITB including Terms and Conditions will be deemed non-responsive
 - b. Any proposal or response that does not meet the minimum requirements set forth in the RFP, RFQ, or RFI will be deemed non-responsive
 6. Conflicts of interest, known and unknown, between the City and vendor is a condition where the administration of award will not be given to the vendor, regardless of solicitation type.

6) Management Analyst Review

Prior to presentation to Council, the City Management Analyst must review and make a recommendation for contracts where the cost is between \$500,000 and \$1,999,000, if they will be in effect for more than a year; and all contracts valued at \$2,000,000 or more regardless of term

7) Bonds

- A) Bid Bond or Proposal Bond – Security requirement determined by the Procurement Manager
 1. Bid Bond or Proposal Bond - provided by a surety company authorized to do business in the State of Missouri
 2. Cashier's Check or Certified Check may be submitted in lieu of the bond; cash is not accepted
 3. Failure to submit a bond as required in the solicitation will result in rejection of the bid or proposal
 4. If the bidder or proposer fails to honor the bid or proposal for any reason, the security may be retained by the City
 5. Value of security is equivalent to 5% of the bid or proposal price
- B) Payment, Performance, and Maintenance Bond – Required as determined by the Procurement Manager
 1. Provided by a surety company authorized to do business in the State of Missouri
 2. Issued in an amount up to 100% of the price specified in the bid or proposal
 3. The City's preapproved form shall be used or the bond will not be accepted

8) Public Improvements

- A) Public improvements are defined as new construction of public facilities, roadways, bridges, sidewalks, parking lots, etc. or newly constructed appurtenances for public use or benefit, paid wholly or in part out of public funds, in accordance with Article 11 of the City Charter conditions:

1. All public improvements over \$500 require competitive bids
2. A 100% payment, performance, and maintenance bond is required for all projects over \$2,500
3. All public improvement projects will be completed in compliance with the Missouri Prevailing Wage Law
4. Public Improvements are bid in accordance with the bidding procedures as defined in this policy as well as Chapter 20 of the City Code

9) Project Delivery Methods

Departments requiring construction for the City should collaborate with the Public Works Department to determine the most appropriate method

- A) Design-Bid-Build consists of three steps: a design phase provided by a prequalified A&E provider, the bid step, and the construction step provided a contractor independent of the A&E provider
- B) Design-Build is any project for the design, construction, alteration, remodeling or improvement of any buildings, facilities or other public improvements for which the design and construction services are furnished under one contract
- C) Construction Manager at Risk means a sole proprietorship, partnership, corporation, or other legal entity that assumes the risk for the construction, rehabilitation, alteration, or repair of a project at the contracted price as a general contractor and provides consultation to a political subdivision regarding construction during and after the design of the project

10) Construction Contractor Qualifications Requirements – Contracts Exceeding \$300,000

Each solicitation shall include a statement that reflects the preferences and vendor qualification provisions set out in Section 8.06.003 of the City Code

11) Easement Acquisitions

Notwithstanding anything to the contrary found in existing ordinances and resolutions of the City, the City Council may authorize the City Manager or designee to accept or approve, on behalf of the City, all easement documents, deeds of dedication, contract work orders and utility relocation and right-of-way certifications and agreements

12) Preferences

Section 8.06.003 (E) of the City Code includes provisions for preferences. These preferences must be followed when procuring manufactured goods or commodities as well as when entering into any contract that exceeds \$300,000 involving labor

- A) United States Products. Manufactured goods or commodities shall be purchased which have been manufactured, assembled, or produced in the United States, unless:
 1. The purchase, lease, or contract involves an expenditure of less than \$5,000
 2. Only one component of a particular good or product is manufactured, assembled, or produced in the United States
 3. The specified products are not manufactured, assembled or produced in the United States in sufficient quantities to meet the City's requirements or cannot be manufactured, assembled, or produced in the United States within the necessary time in sufficient quantities to meet the City's requirements; or
 4. Obtaining the specified products manufactured, assembled or produced in the United States would increase the contract cost by more than ten percent (10%)
- B) Missouri Products. Materials, products, supplies, provisions and other needed articles shall be purchased which are produced, manufactured, compounded, made or grown within the State of Missouri, when they are found in marketable quantities in the State and are of a quality suited to the purpose intended and can be secured without additional cost over products of other states; provided, however, that quality and fitness of articles shall be considered in procuring or letting contracts for articles herein mentioned
- C) When entering into any contract which exceeds \$300,000 involving labor or hiring any labor for public contract work, preference may be given to contractors, mechanics, artisans or other laborers of any class, who shall have actually resided in Jackson County for a period of six months preceding the start of their engagement

1. A contract or purchase may be awarded to a bidder utilizing local labor where the bid by such bidder is, in all material respects, comparable to the lowest responsible bid not utilizing local labor if the amount bid (labor, materials, and other services) by such bidder does not exceed the lowest bid not utilizing local labor by more than the following percentage, unless such an award is contrary to State or Federal law or regulation, or unless the Council, at its discretion, determines prior to giving notice soliciting bids that the provisions of this section shall not apply to the contract or purchases:
 - a. \$0 to \$300,000 – No preference
 - b. \$300,000 to \$1,000,000 – 5 percent on the first \$300,000 and adjustment for the amount between \$300,000 and \$1,000,000
 - c. \$1,000,000 and greater – 5 percent higher on the first \$300,000 and 2.5 percent on amount between \$300,000 and \$1,000,000
 - d. No additional adjustments for amounts in excess of \$1,000,000
 2. The amount of any preference awarded will be based on the maximum preference awarded for size of the contract multiplied by the percentage of local labor compared to the total labor for the work
- D) Licensed businesses operating from a physical address in six (6) months within the City of Independence when quality, service and other terms of the purchases are equal to or better than the low bid shall be given a preference of ten percent (10%) over the low bid, provided that the difference between the low bid and the local bid does not exceed thirty thousand dollars (\$30,000.00) maximum.

13) Exceptions to Competition Requirements

- A) Sole Source is defined as only one vendor that possesses the unique and singularly available capability to meet the requirement of the procurement; written justification from the manufacturer or service provider is required
- B) Single Source is a commodity or service that is proprietary or standardized by the City; written justification is required
- C) Cooperative Purchases are commodities or services purchased through contracts established by a government procurement entity or cooperative pursuant to RSMo.70.220, or generally accepted governmental procurement practices through the competitive bidding process
- D) Any purchase in which the City Manager determines that a waiver is in the best interest of the City and not in violation of federal, state, or local law
- E) Public Art to adorn public buildings and property in the City of Independence, an amount equal to 1% of the estimated cost of construction, reconstruction, or remodeling of a Municipal building pursuant to City Resolution Bill No. 17-746

14) Grants and Federal Funding

Purchases made with grant funds or federal funding must follow the guidelines of the grant as well as the Procurement Policy, City Code, and City Charter where applicable. Purchases made with the assistance of federal funding will also require the contracting firm to provide documentation the firm is not suspended or debarred from transactions as recorded by the System Award Management (SAM) Exclusions database at <https://www.sam.gov/SAM/>. Recognition that the firm to be awarded is not on the exclusion list will be a condition for being granted an award.

The City will adhere to all provisions as a sub-recipient of the state, Federal Regulations §§200.318 General procurement standards through 200.326 Contract provisions. The City will also include verbiage in solicitations that sub-recipients will also be subject to Federal regulation 2 CFR 200.330, and will also be [will be responsible for adherence to applicable Federal program requirements specified in the Federal award](#).

[The](#) methods of procurement acceptable under Federal regulation 2 CFR 200.320 are:

- (a) Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (\$ 200.67 Micro-purchase). To

the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.

(b) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

(c) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section apply.

(1) In order for sealed bidding to be feasible, the following conditions should be present:

- (i) A complete, adequate, and realistic specification or purchase description is available;
- (ii) Two or more responsible bidders are willing and able to compete effectively for the business; and
- (iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(2) If sealed bids are used, the following requirements apply:

- (i) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;
- (ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
- (iii) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;
- (iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
- (v) Any or all bids may be rejected if there is a sound documented reason.

(d) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

(1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;

- (2) Proposals must be solicited from an adequate number of qualified sources;
- (3) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
- (4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
- (5) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(e) [Reserved]

(f) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

- (1) The item is available only from a single source;
- (2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- (3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or
- (4) After solicitation of a number of sources, competition is determined inadequate.

Solicitation using federal funding will contain clear and accurate descriptions of the technical requirements of the material, product or service. When not practicable [or economical, a brand name or equivalent can be used to describe the performance or other requirements.](#)

15) Sustainable Purchasing

It is the general policy of the City to support the purchase of products that will minimize negative environmental, health, and social impacts of City operations and support markets for sustainably-produced products. Consideration of the full life cycle cost of a good or service is encouraged. Purchase of these products is preferred whenever they perform satisfactorily and are available at a reasonable price.

16) Technology Purchasing

Technology solutions present unique risks that must be managed appropriately to ensure security, quality, and interoperability while managing overall technology spend. The Technology Services Division owns managing risks associated with all City technology and must provide review and approval prior to all technology purchases.

17) Term and Supply Contracts

Generally issued for more than one year, term and supply contracts are established by the Procurement Division through competitive solicitations to eliminate recurring and redundant solicitation and to take advantage of economies of scale

18) Change Orders

- A) Used to delete, substitute, or add items or services and to increase or decrease pricing
- B) All changes must be authorized by the Procurement Manager prior to vendor notification
- C) Change orders that exceed \$50,000 or the amount allowed for change already approved by City Council require additional City Council approval

19) Emergency Purchases

An emergency purchase is made to alleviate a situation in which there is a threat to health, welfare, or safety, where time does not allow time for normal procurement procedures. Some examples are:

- A) The operation of the department would be seriously hampered
- B) The protection or preservation of public property would not be possible by following normal procedures
- C) Normal bidding procedures are not required but the department is encouraged to solicit three quotes when possible
- D) Department directors are responsible for determining an emergency purchase situation

20) Signature Authority

- A) City Manager or designee has the authority to sign contracts
- B) Procurement Manager or designee as delegated by the City Manager
- C) Finance and Administration Director or designee as delegated by the City Manager

21) Right of Protest

- A) The Procurement Manager, or appointed designee, will accept written protests regarding the solicitation of any goods, services or commodities, with a dollar value of \$50,000 or less, within five (5) business days of the bid opening. For purchases over \$50,000, a Notice of Intent to Award will be posted on the City's e-solicitation website. Any protest must be filed within five (5) business days of the date of posting of the Notice. Neither the City nor the e-solicitation website provider shall be responsible for directly notifying bidders of the Notice of Intent to Award
- B) Protests must be received in the office of the Procurement Manager and must contain the following information:
 - 1. Company name, address, phone number and signature of the authorized representative
 - 2. Solicitation number
 - 3. Detailed statement describing the grounds for the protest
 - 4. Supporting evidence or documents to substantiate the claim
- C) The Director of Finance and Administration will review the information provided and he/she or designee will issue a written decision within five (5) business days of receipt of the protest; this decision shall be final

22) Procurement Cards (P-card)

The mandated method of payment for the City. The P-card should be used whenever possible as the first and primary choice for payment of any purchase or invoice, as long as processing fees are not added that may increase the total price of the purchase

23) Vendor Self Service (VSS)

To do business with the City, all vendors must set up an account in the financial system through the VSS portal at URL <https://independencemo.munisselfservice.com>. All purchase orders, contracts, and other supporting documents are filed in the financial system for the vendor so access.

24) Surplus, Scrap, Obsolete Property

Property purchased with City funds that is no longer functional in its current role that requires redistribution, disposal, or scrapping

- A) Non-Fleet Surplus – The Procurement Division will evaluate non-fleet surplus and determine method of disposition

- B) Fleet Surplus – Departments shall work through the Public Works Department to determine changes in fleet assets
 - 1. The Public Works Department will determine the value of fleet surplus for transfer to another department
 - 2. Fleet surplus that is not transferred to another department shall be surrendered to the Procurement Division for disposal
- C) Donation – Surplus may be donated to a not-for-profit, government agency, or utility that makes a written request for specific surplus goods
- D) Trade-in – surplus assets may be traded in on new assets
- E) Service weapons – Retiring Police officers may purchase their service weapon with a letter of recommendation from Police command staff

25) Ethics

The Procurement Division subscribes to the Code of Ethics of the NIGP-The Institute for Public Procurement and believes that the following ethical principles should govern the conduct of every person employed by a public sector procurement or materials management organization.

- A) Seeks or accepts a position as head (or employee) only when fully in accord with the professional principles applicable thereto and when confident of possessing the qualifications to serve under those principles to the advantage of the employing organization
- B) Believes in the dignity and worth of the service rendered by the organization, and the societal responsibilities assumed as a trusted public servant
- C) Is governed by the highest ideals of honor and integrity in all public and personal relationships in order to merit the respect and inspire the confidence of the organization and the public being served
- D) Believes that personal profit obtained through misuse of public or personal relationships is dishonest and not tolerable
- E) Identifies and eliminates participation of any individual in operational situations where a conflict of interest may be involved
- F) Believes that members of the Institute and its staff should at no time, or under any circumstances, accept directly or indirectly, gifts, gratuities, or other things of value from suppliers, which might influence or appear to influence purchasing decisions
- G) Keeps the governmental organization informed, through appropriate channels, on problems and progress of applicable operations by emphasizing the importance of the facts
- H) Resists encroachment on control of personnel in order to preserve integrity as a professional manager
- I) Handles all personnel matters on a merit basis, and in compliance with applicable laws prohibiting discrimination in employment on the basis of politics, religion, color, national origin, disability, gender, age, pregnancy and other protected characteristics
- J) Seeks or dispenses no personal favors. Handles each administrative problem objectively and empathetically, without discrimination
- K) Subscribes to and supports the professional aims and objectives of NIGP-The Institute for Public Procurement

Appendix A – City of Independence Charter

Section 3.35	Division of Purchases: City purchasing agent, powers, and duties.
Section 5.3	Conflict of interests.
Section 8.11	Contracts and expenditures prohibited, when.
Section 11.6	Public improvements to be made by contract or by the City government—awarding contracts

Section 3.35. Division of purchases: City purchasing agent, powers, and duties. There shall be within the department of finance a division of purchases, the head of which shall be the city purchasing agent. The purchasing agent shall have power and shall be required, subject to any regulations which the council may provide, to:

- (1) Establish and enforce specifications for supplies, materials, and equipment to be procured for the city government;
- (2) Contract for, purchase, or issue purchase authorizations for all supplies, materials, equipment, contractual labor, and services and insurance for the departments, offices, and agencies of the city government; provided that, before the purchase of or contract for any supplies, materials, equipment, contractual labor and services, or insurance, ample opportunity for competitive bidding, under such regulations and with such exceptions as the council may provide, shall be given; but the council shall not accept an individual contract or purchase from the requirement of competitive bidding;
- (3) Inspect or supervise the inspection of all supplies, materials, and equipment delivered; and determine or supervise the determination of their quality, quantity, and conformance with specifications;
- (4) Have charge of such general storerooms and warehouses as may be established;
- (5) Transfer to or between departments, offices, and agencies, or sell surplus, obsolete, or unused supplies, materials, and equipment.

Section 5.3. Conflict of interests. Councilmembers, board members, and employees shall not place themselves in a position which may substantially conflict with their official duties or which may be a substantial influence to act other than in the best interests of the public since they owe an undivided loyalty to the public they serve. By way of illustration, and not limitation, the following shall be deemed to constitute conflict of interests:

- (1) No councilmember, board member, or employee shall transact any business in his/her official capacity with any business entity of which he/she is an officer, agent, or member or in which he/she owns a substantial interest; nor shall he/she make any personal investments in any business entity which will create a substantial conflict between his/her private interest and the public interest; nor shall he/she or any business entity of which he/she is an officer, agent, or member, or the owner of substantial interest, sell any goods or services to any business entity which is licensed by or regulated in any manner by the city when such sales shall constitute a substantial conflict.
- (2) No councilmember, board member, or employee shall appear in behalf of private interests before any officer, department, or agency of the city government where such appearance will create a substantial conflict between his/her private interest and the public interest.
- (3) No councilmember, board member, or employee shall enter into any private business transaction with any person or business entity that has a matter pending or to be pending upon which the councilmember, board member, or employee is or will be called upon to render a decision or pass judgment. If any councilmember, board member, or employee is already engaged in the business transaction at the time that a matter arises, he/she shall be disqualified from rendering any decision or passing any judgment upon the same.
- (4) After termination of service or employment, no person who has served as a councilmember, board member, or employee of the city shall, within such time period (whichever is longer) as may be provided by state law or city ordinance, appear before any agency of the city government or receive compensation for services rendered on behalf of any person or business entity, in relation to any case, proceeding, or application with respect to which the person was directly concerned, and in which he/she personally participated during the prior period of service or employment with the city. Notwithstanding, nothing herein contained shall be construed to prohibit any business entity, in which any councilmember, board member, or employee is a member, from appearing, rendering services in relation to any matter before, or transacting business with any agency of the city, where the councilmember, board member, or employee does not share in the profits resulting therefrom.
- (5) Councilmembers, board members, and employees who have a direct or indirect financial or other private interest in any proposed legislation and who participate in discussion before or give official opinion to the council, shall publicly disclose the nature and extent of such interest, and the disclosure shall be entered in the journal of the council.
- (6) No councilmember, board member, or employee in the course of his/her official duties shall represent private interests in any action or proceeding against the interests of the city, in any litigation to which the city is a party, or in any action or proceeding in the municipal court in which the city, any agency, councilmember, board member, or employee of the city in the course of his/her official duties is a complainant.
- (7) No councilmember, board member, or employee of the city shall accept any valuable gift, whether in the form of service, loan, thing, or promise, or in any other form, from any person or business entity, which, to his/her knowledge is interested directly or indirectly, in any manner whatsoever, in business dealings with the city.
- (8) No councilmember, board member, or employee shall disclose confidential information concerning the property, government or affairs of the city, nor shall he/she use such information to advance the financial or other private interest of himself/herself or others.
- (9) No councilmember, board member, or employee shall invest or hold any investment directly or indirectly in any financial, business, commercial, or other private transaction which creates a substantial conflict with his/her official duties.
- (10) No councilmember, board member, or employee shall engage in or accept private employment or render services for private interests when such employment or service is incompatible with the proper discharge of his/her official duties.
- (11) No councilmember, board member, or employee shall solicit, negotiate for, or promise to accept employment with any person or business entity with which he/she is engaged on behalf of the city in the transaction of business or which is or may be affected by his/her official action.
- (12) No person or business entity shall attempt, directly or indirectly, to secure preferential treatment in dealings with the city government by offering any valuable gift, whether in the form of service, loan, thing, or promise, or in any other form, to councilmembers, board members, or employees. If any person or business entity violates the foregoing provision, any current contracts which he/she or it may have with the city shall be cancelled; and such person or business entity shall not be eligible to bid on any city contracts for a period of two (2) years.

(13) No councilmember, nor the city manager, the director of finance, the city purchasing agent, or any other employee or board member whom the council may designate by ordinance or personnel rules, shall sell or barter anything to the city or to a contractor to be supplied to the city; or make any contract with the city; or purchase anything from the city other than those things which the city offers generally to the public (as for example, utility services), and then only on the same terms as are offered to the public. Any violation of this section, with the knowledge, express or implied, of the person or business entity contracting with the city, shall render the contract voidable by the city manager or the council. This paragraph shall not apply to the taking of property by condemnation proceedings.

Section 8.11. Contracts and expenditures prohibited, when. No department, officer, employee, or agency of the city government shall expend or contract to expend any money or incur any liability, or enter into any contract which by its terms involves the expenditure of money, for any purpose, in excess of the amounts appropriated or authorized and available for that general classification of expenditure. Any contract made in violation of this charter shall be null and void. Any officer or employee of the city who shall violate this section shall be guilty of a misdemeanor, and upon conviction thereof, shall cease to hold the office or employment currently held by said officer or employee, effective at the expiration of the period during which said officer or employee may appeal or, in case of appeal, when the case is finally determined.

Nothing in this section shall prohibit the making of contracts or the spending of money for public improvements to be financed in whole or in part by the issuance of bonds after the issuance of said bonds has been duly authorized, or for public improvements to be financed in whole or in part by special assessments on benefited real property after said improvements have been duly authorized; nor the making of contracts of lease or for services for a period exceeding the fiscal year in which such contract is made, when such contract is not prohibited by applicable law or ordinance.

Section 11.6. Public improvements to be made by contract or by the city government—awarding contracts. Public improvements, regardless of the manner of paying for them, may be made by contract or by the city government itself, as the council may determine. At least in all cases in which the amount of the contract for a public improvement is more than five hundred dollars (\$500) but not more than two thousand five hundred dollars (\$2,500), formal or informal bids shall be taken; and in all cases in which the amount of the contract is more than two thousand five hundred dollars (\$2,500), the city shall advertise for bids therefor in such manner as the council may provide, and formal bids shall be taken. All bids may be rejected repeatedly, and the city may further advertise for bids. The contract may be awarded only to the lowest and best bidder. The council shall award all contracts for public improvements. If part or all of the cost of a public improvement is to be paid to the contractor in special tax bills or other evidences of special assessments, the contract shall specify the amount to be so paid, and the city shall not be liable therefor. At least in every case in which the amount of the contract exceeds two thousand five hundred dollars (\$2,500), the contractor shall provide a bond for the faithful performance of the contract including payment by the contractor for all labor done and materials used in the public improvement; and said bond shall be subject to approval by the council.

Appendix B – City Code of Ordinances

Section 8, Article 6, 001-007, 013-015
City Code, Indep., MO
ARTICLE 6. PURCHASES AND SALES

SEC. 8.06.001. "CONTRACTUAL LABOR AND SERVICES" DEFINED.

"Contractual labor and services," as used in this Article, shall mean labor and services performed for the City by persons not in the employment of the City, and may include the use of equipment or the furnishing of commodities in connection with said labor and services under express or implied contract. Contractual labor and services shall include transportation of personnel (travel); freight; express; parcel post; postage; repairs, alterations and maintenance of buildings, equipment, streets, and bridges, and other physical facilities of the City; provided that "contractual labor and services" as used in this Article shall not include contracts for public improvements referred to in Section 11.6 of the City Charter.

SEC. 8.06.002. PURCHASES - HOW MADE - REQUISITIONS - CERTIFICATION OF FUNDS.

All purchases of supplies, material, equipment, contractual labor, services, and insurance for the offices, departments, and agencies of the City government, shall be made in accordance with purchase authorizations issued by the City Procurement Manager who also may be called the City Purchasing Agent and either title may be used within this City Code, pursuant to Section 3.35 of the City Charter. Except as otherwise provided in Section 8.06.006, a purchase shall be made only when the head of the office, department, or agency whose appropriation is to be charged issues a written requisition therefore, and the Director of Finance or his/her authorized agent certifies that there is an unencumbered balance of funds appropriated or authorized and available therefore, as provided by Section 3.34 of the City Charter, and after said written requisition has been approved by the Director of Finance and said approval duly endorsed thereon.

SEC. 8.06.003. COMPETITIVE BIDDING.

Except as provided in Section 8.06.004, bids shall be obtained as set out below:

A. Commodities.

1. Formal. Before any purchases of, or contract for supplies, materials, equipment, contractual labor, wherein the consideration to be paid is estimated to be more than One Hundred Thousand Dollars (\$100,000), except as otherwise provided in Section 8.06.004 immediately below, the City Procurement Manager shall submit to at least three (3) persons, firms, or corporations dealing in and able to supply the same, or to a smaller number if there are not three (3) dealing in and able to supply the same, specifications and an invitation to bid, to give them an opportunity to bid. The bid shall be announced on the Public Notice Board in City Hall and as appropriate through Internet, print media or any other means of publicly making the solicitation known to potential bidders. All bids shall be sealed and shall be opened in public at a designated time and place, and bids shall be received up to the time designated for the opening of bids. The Procurement Manager may repeatedly reject all bids, and again may resubmit to the same or other persons, firms, or corporations and follow the procedures identified above. The Procurement Manager shall purchase from the bidder whose bid is more advantageous to the City, considering the price, quality, date of delivery, prior performance by the person, firm, or corporation or any of its sub-contractors or suppliers, specifically including any City contracts within the immediate past five years, and the preferences set out below. If the contract amount exceeds Fifty Thousand Dollars (\$50,000) it shall be reported to, and approved by the City Council prior to award.

2. Informal. Before any purchases of, or contract for supplies, materials, equipment, contractual labor, services, insurance or any sale of surplus, obsolete, or unused property is made, wherein the consideration to be paid is Fifty Thousand Dollars (\$50,000) or less, the City Procurement Manager shall obtain competitive bids by an informal method, including written, verbal, telephone, Internet, or fax quotations or any other method that establishes competition. The Procurement Manager may repeatedly reject all bids and again may resubmit to the same or other persons, firms or corporations. The purchase will be made from the bidder whose bid is most advantageous to the City considering the price, quality, date of delivery, prior performance by the person, firm, or corporation or any of its subcontractors or suppliers, specifically including any City contracts within the immediate past five years, the preferences set out below, and any other factors which deem it to be best bid. If the contract amount exceeds Fifty Thousand Dollars (\$50,000) it shall be reported to, and approved by, the Council prior to award. Council approval is not required for contracts under Fifty Thousand Dollars (\$50,000) or for the renewal of contracts, when the requested price increase does not exceed the renewal period increase established in the original agreement.

B. Professional Services. Businesses which require a State or Federal professional license or certification shall be considered professional services. The Procurement Manager will utilize Request for Proposals (RFPs) or Requests for Qualifications (RFQs) when procuring professional services where factors other than cost must be considered in the evaluation process. Examples include, but are not limited to, architects, engineers, insurance brokers and companies, and attorneys. RFP's and RFQs will be announced on the Public Notice Board in City Hall and as appropriate through the Internet, print media or any other means of publicly making the solicitation known to potential bidders or proposers. If the contract amount exceeds Fifty Thousand Dollars (\$50,000) it shall be reported to, and approved by, the City Council prior to award. Council approval is not required for contracts under Fifty Thousand Dollars (\$50,000) or for the renewal of contracts, when the requested price increase does not exceed the renewal period increase established in the original agreement.

C. Public Improvement Projects. Public Improvement projects shall be processed through the Procurement Division using the processes identified in section A1 and A2, and in conformance with procedures set out in chapter 20 of this City Code. If the contract amount exceeds Fifty Thousand Dollars (\$50,000) it shall be reported to, and approved by, the City Council prior to award.

D. Change Orders. For contracts up to Fifty Thousand Dollars (\$50,000) or ten percent (10%) of the original contract amount if in excess of Fifty Thousand Dollars (\$50,000), the City Manager is authorized to issue change orders.

E. Preferences. In awarding a bid, the Procurement Manager shall consider the following preferences:

1. United States Products. Manufactured goods or commodities shall be purchased which have been manufactured, assembled or produced in the United States, unless: (a) the purchase, lease or contract involves an expenditure of less than Five Thousand Dollars (\$5,000.00); (b) only one component of a particular good or product is manufactured, assembled or produced in the United States; (c) the specified products are not manufactured, assembled or produced in the United States in sufficient quantities to meet the City's requirements or cannot be manufactured, assembled or produced in the United States within the necessary time in sufficient quantities to meet the City's requirements; or (d) obtaining the specified products manufactured, assembled or produced in the United States would increase the contract by more than ten percent (10%).

2. Missouri Products. Materials, products, supplies, provisions and other needed articles shall be purchased which are produced, manufactured, compounded, made or grown within the State of Missouri, when they are found in marketable quantities in the State and are of a quality suited to the purpose intended and can be secured without additional cost over products of other states; provided, however, that quality and fitness of articles shall be considered in purchasing or letting contracts for articles herein mentioned.

3. When entering into any contract which exceeds \$300,000 involving labor or hiring any labor for public contract work, preference may be given to contractors, mechanics, artisans or other laborers of any class, who shall have actually resided in Jackson County for a period of six months preceding the start of their engagement.

a. A contract or purchase may be awarded to a bidder utilizing local labor where the bid by such bidder is, in all material respects, comparable to the lowest responsible bid not utilizing local labor if the amount bid (labor, materials, and other services) by such bidder does not exceed the lowest bid not utilizing local labor by more than the following percentages, unless such an award is contrary to State or Federal law or regulation or unless the Council, at its discretion, determines prior to giving notice soliciting bids that the provisions of this section shall not apply to the contract or purchases:

\$0 to \$300,000 – No preference

\$300,000 to \$1,000,000 - 5 percent on the first \$300,000 and no adjustment for the amount between \$300,000 and \$1,000,000

\$1,000,000 and greater - 5 percent higher on the first \$300,000 and 2.5 percent on amount between \$300,000 and \$1,000,000

No additional adjustment for amounts in excess of \$1,000,000

The amount of any preference awarded will be based on the maximum preference awarded for size of the contract multiplied by the percentage of local labor compared to the total labor for the work.

F. Contractor Qualifications:

All contractors bidding on construction contracts which exceed \$300,000.00 with the City of Independence shall meet qualification standards prior to acceptance of any contract. The City shall investigate and examine the qualifications of all contractors and, upon determining that a contractor meets the requirements of this policy and is in all respects responsible, qualified and competent for the class, character and magnitude of the work which the applicant proposes or intends to perform under this proposed contract shall then be determined to be qualified to be awarded a contract. In determining the acceptability of a contractor for the purpose of qualification, the City shall investigate and consider at least the following:

- Financial responsibility.
- The character, quality and availability of the contractor's equipment
- The performance record of the contractor in the performance of other contracts for public or private improvements.
- The nature and extent of other contract commitments involving the use of contractor's machinery, equipment and personnel.
- The reputation for reliability and integrity.
- History of compliance with applicable State and Federal laws.
- Compliance with MBE/WBE Policies.
- The source of any labor involved in the project.
- Any other fact which would materially affect the ability of the applicant to properly, adequately, expeditiously and satisfactorily perform such work as might be awarded to such contractor. To be determined qualified the contractor must provide or participate in each of the following for the benefit of its employees and in addition, the contractor will certify that all subcontractors under their control will comply with the following:

1. An ERISA-qualified medical welfare benefit plan or health insurance in some form.

2. A training program approved by and registered with the U.S. Department of Labor's Bureau of Apprenticeship and Training or equivalent.

3. An ERISA-qualified pension plan or a retirement benefit program

Under no circumstances shall a contractor be qualified who fails to provide or participate in any of the aforementioned programs. The City Manager may require such documentation or verification by the person or firm claiming to be using local labor as is deemed necessary to establish the requirements.

SEC. 8.06.004. WHEN COMPETITIVE BIDDING IS NOT REQUIRED.

In the following cases, competitive bidding shall not be required if, in the judgment of the Procurement Manager, a lower price cannot be obtained by requiring competitive bids:

1. Where the cost of supplies, materials, equipment, contractual labor, services, or insurance does not exceed Five Thousand Dollars (\$5,000).

2. Where there is only a sole source that possesses the unique and singularly available capability to meet the requirement of the procurement as determined by the Procurement Manager; or a single source that is proprietary to existing commodities, equipment, or services as determined by the Procurement Manager.

3. Where supplies, materials, equipment, contractual labor, services, or insurance purchases from another unit of government at a price deemed below that obtainable from private dealers, including war surplus.

4. Where supplies, materials, equipment, contractual labor, insurance and services are purchased through bids established by a government purchasing entity or cooperative. The cooperative bids used will have been established pursuant to RSMo.70.220 or generally accepted governmental purchasing practices through the competitive bidding process. Purchases by this method shall be exempt from Section 8.06.003 of the City Code. If the contract amount exceeds One Hundred Thousand Dollars (\$100,000) it shall be reported to, and approved by, the City Council prior to award.

SEC. 8.06.005. PROHIBITION AGAINST SPLITTING CONTRACTS.

The splitting or dividing of contracts and purchases for the purpose of evading requirements of Section 8.06.003 of this Article shall not be permitted, and any such contracts or purchases so made evidencing such purpose shall be void.

SEC. 8.06.006. EMERGENCY PURCHASES.

The City Manager or a delegated representative may declare an emergency regarding the purchase of appropriated supplies, materials, equipment, contractual labor, services, or insurance, and the same may be purchased without compliance with the requirements of Section 8.06.002, Section 8.06.003 or Section 8.06.004 above when deemed important to public life, health, welfare, or safety of the City. Purchase of

appropriated items in an amount in excess of Fifty Thousand Dollars (\$50,000) made under the provisions of this section shall be reported to the City Council at a formal Council meeting.

SEC. 8.06.007. TRANSFER AND SALE OF CITY PROPERTY.

The City Procurement Manager may sell, trade-in, junk, donate, or otherwise dispose of surplus, obsolete, or unused property, or transfer the same from one office, department, or agency of the City to another upon the written approval of the directors of the offices, departments, or agencies concerned, and upon written approval of the Finance Director and City Manager or their designated representative. Transfers of property between departments will require proper reallocation of funds by the Finance Department.

1. Sales under this section shall be made to the highest responsible bidder at public auction or in conformance with Section 8.06.003 or Section 8.06.004 hereof, as applicable. Sales may be made to other units of government or public utilities without adherence to bidding requirements.

SEC. 8.06.013. AFFIDAVITS TO BE FILED.

All persons, firms, and corporations furnishing materials of any kind or character, including, but not limited to, supplies, materials, equipment, contractual labor and services, and insurance to the City, and contractors furnishing materials or doing public work for the City, shall be required to file written affidavits stating that no elected or appointed officer is financially interested, directly or indirectly, in the sale or purchase of said supplies, materials, equipment, contractual labor and services, and insurance required by the City.

SEC. 8.06.014. PENALTY FOR FALSE AFFIDAVIT, ETC.

Every person, firm, or corporation engaged in the business set out in Section 8.06.012 who shall make a false affidavit as to the interest of such elected or appointed officer of the City, shall be deemed guilty of a misdemeanor and shall be punished by a fine of not less than Two Hundred Dollars (\$200.00) nor more than Five Hundred Dollars (\$500.00), and any contract or agreement made or entered into in violation of this Article shall be terminated by the City, and the person so offending shall be held liable for any damage sustained by the City by reason of the termination of said contract or agreement.

SEC. 8.06.015. OCCUPATION LICENSE CHECKED.

A. The Procurement Manager will be provided with a current listing of licensed businesses on a monthly basis and will notify the Licensing Division of any business requiring an Independence occupation license that has otherwise met the requirement for bid award, and does not appear to be licensed.

B. Bids will be awarded to those businesses required to be licensed to do business in Independence under provisions of Chapter 5 of this City Code only after they have properly secured an occupation license.

Section 20, Article 17

City Code, Indep, MO

ARTICLE 17. BIDS ON PUBLIC WORKS PROJECTS

SEC. 20.17.001. ADVERTISEMENT AND NOTIFICATION

A. The Invitation to Bid will be published on the City's website.

B. The Invitation to Bid will be submitted to a public works publication house in the metro area and the full set of specifications and plans will be made available to them if they have a means of displaying for the use of prospective contractors. Bidders will pay to the public works publication house any fee established for providing the Invitation to Bid, Plans, and Specifications.

C. The Invitation to Bid notice will be sent by electronic mail to all contractors known to have an interest in a project of this type.

D. The City will adhere to all superseding federal, state, and local laws, ordinances, and other requirements regarding advertisement and notification, where applicable.

SEC. 20.17.002. PREFERENCES.

Each Invitation to Bid shall include a statement that reflects the preferences and vendor qualification provisions set out in Section 8.06.003 of the City Code.

SEC. 20.17.003. WHERE BIDS TO BE DEPOSITED.

Bidders will be required to submit their sealed bids on a public improvements project to the Procurement Manager at the time and under the conditions prescribed in the Invitation to Bid.

SEC. 20.17.004. BID OPENING PROCEDURE.

Bids shall be opened at the prescribed time and location as specified in the Invitation to Bid and said bid opening shall be open to the public. All bids shall be read aloud and a bid tabulation shall be prepared. A copy of the bid tabulation shall be provided to any bidder upon request. All bids received at or prior to the stated bid opening time will be opened. All bids received after the stated bid opening time will be returned unopened, when feasible.

SEC. 20.17.005. DEBARMENT OR SUSPENSION.

Except to the extent prohibited by law, persons who are debarred or suspended by the City or the State of Missouri shall be excluded from bidding, and shall not be awarded contracts for public works for the City of Independence, in accordance with the provisions of Chapter 8 of the City Code.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-062 **1R** An ordinance amending the Fiscal Year 2024-25 Submitted Budget by reducing the Museum Fundraising account in the Tourism Fund by \$150,000. **1R READ**

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

Expenditures are reduced by the following amount in the following General Fund account:
6062-5226 National Frontier Trails Museum Fundraising: (\$150,000)

Council Action:

Department / Contact	Finance and Administration /
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REVIEWERS

Meagan Borth
Jeremy Cover
Meagan Borth
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Budget Amendment 1 FY 24-25

BILL NO. _____

ORDINANCE NO. 24-062

AMENDING THE FISCAL YEAR 2024-25 SUBMITTED BUDGET BY REDUCING THE MUSEUM FUNDRAISING ACCOUNT IN THE TOURISM FUND BY \$150,000. *(Requested by Mayor Rory Rowland)*

WHEREAS, on June 3rd, 2024 the Independence, Missouri City Council did have First Reading of Ordinance 24-041; and,

WHEREAS, Ordinance 24-041 seeks adoption of the Annual Operating and Capital Budgets of the City of Independence, Missouri for the Fiscal Year July 1, 2024 through June 30, 2025; and,

WHEREAS, the Tourism and Museum Master Plan recommended construction of a new cultural center and National Frontier Trails Museum, estimated at a cost of \$125 million to \$150 million; and,

WHEREAS, the Submitted Budget recommended \$150,000 be appropriated to hire a fundraising firm to secure public and private funding sources to support the development and operation of a new National Frontier Trails Museum; and,

WHEREAS, it is believed that this action is premature and that additional actions are needed, including the development of a feasibility study for this facility; and

WHEREAS, the City Council remains committed to the development of a new, permanent National Frontier Trails Museum but wishes to take a thoughtful approach that will yield the highest chance of success in the long-run;

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

SECTION 1. That expenditures are reduced by the following amount in the following General Fund account:

6062-5226 National Frontier Trails Museum Fundraising: (\$150,000)

PASSED THIS _____ DAY OF _____, 2024, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

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

ATTEST:

City Clerk

APPROVED - FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

24-063 **1R** An ordinance amending the Fiscal Year 2024-25 Submitted Budget by increasing the Communications Department account in the General Fund by \$130,000. **1R READ**

Recommendations:

Staff recommends approval of this item.

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

Expenditures are increased by the following amount in the following General Fund account:

4022-5100 Salaries – Regular Employees: (\$95,000)

4022-5110 FICA (\$5,000)

4022-5111 LAGERS (\$20,000)

4022-5112 Health Insurance (\$10,000)

Council Action:

Department / Contact	Finance and Administration /
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REVIEWERS

Meagan Borth

Jeremy Cover

Meagan Borth

Zachary Walker

Susanne Holland

ATTACHMENTS:

1. Budget Amendment Ordinance for PIO

BILL NO. _____

ORDINANCE NO. 24-063

AMENDING THE FISCAL YEAR 2024-25 SUBMITTED BUDGET BY INCREASING THE COMMUNICATIONS DEPARTMENT ACCOUNT IN THE GENERAL FUND BY \$130,000.

WHEREAS, on June 3rd, 2024 the Independence, Missouri City Council did have First Reading of Ordinance 24-041; and,

WHEREAS, Ordinance 24-041 seeks adoption of the Annual Operating and Capital Budgets of the City of Independence, Missouri for the Fiscal Year July 1, 2024 through June 30, 2025; and,

WHEREAS, the City Manager placed all departments on a hiring freeze to better assess and project the financial standing of all funds prior to the budgeting process beginning; and,

WHEREAS, any open or vacant positions within the organization were not budgeted to be filled for Fiscal Year 2024-25 unless requested by the department head and approved by the City Manager; and,

WHEREAS, the Communications Department did not have a department head or designee to submit the request and ensure the position was budgeted for during the budgeting process; and,

WHEREAS, it is believed that the Submitted Budget was intended to recommend \$130,000 be appropriated to hire and fund a Public Information Officer to support and direct the Communications Department; and,

WHEREAS, this Public Information Officer position was filled during the conclusion of the budget process and therefore should be accounted for in the budget and position control; and

WHEREAS, the City Council remains committed to efficient and effective communication, including public, internal and media relations, public information, marketing, and crisis management, which necessitates a Public Information Officer and a funded Communications Department;

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

SECTION 1. That expenditures are increased by the following amount in the following General Fund account:

4022-5100 Salaries – Regular Employees: (\$95,000)
4022-5110 FICA (\$5,000)
4022-5111 LAGERS (\$20,000)
4022-5112 Health Insurance (\$10,000)

PASSED THIS _____ DAY OF _____, 2024, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

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

ATTEST:

City Clerk

APPROVED - FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager