# CITY COUNCIL Regular Meeting

**July 7, 2025**
**6:00 PM, Council Chambers - 111 E. Maple Ave.**

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

**INVOCATION**

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

**THE PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**CITIZEN REQUESTS**

**PRESENTATION RESOLUTIONS**

1. 25-759 A Resolution recognizing Trenton Schroder, PRT Maintenance Worker II, in the Parks, Recreation & Tourism Department as the ISTAR Award recipient for July 2025.

**PROCLAMATIONS**

1. A Proclamation recognizing July as Parks and Recreation Month

**CONSENT AGENDA**

**Reports and Recommendations of the City Manager**

1. Approval of minutes for the Regular Meetings on June 2 and June 16, 2025.

2. Council action is requested to expend $150,050 in purchase orders for fiscal year 2025-2026 to ESRI, for software licensing.

3. Council action is requested to expend $172,522.23 in purchase orders for fiscal year

2025-2026 to Azteca Systems, LLC, for Cityworks software licensing.

4. Council action is requested to expend $114,251.76 in purchase orders for fiscal year 2025-2026 to AVI-SPL for the continuation of licensing and vendor support for the utility customer service call center telephone system.

5. Council action is requested to expend $627,325.47 in purchase orders for fiscal year 2025-2026 to Logicalis for the renewal of Microsoft Office Licensing.

6. Council action is requested to authorize the issuance of a purchase order to Layne Christensen Company in the amount of $860,000.00 for the rehabilitation and overhaul of the Horizontal Collector Well at the Courtney Bend Water Treatment Plant, for the Water Production division of the Municipal Services Department.

7. Council action is requested to issue a purchase order to Olathe Ford in the amount of $228,276.60 for the purchase of 5 Fleet vehicles to replace aging vehicles.

8. Council action is requested to authorize the City Manager to enter into an agreement with Catalyst Property Group, LLC to sell approximately 1.69 acres of real property located at 20221 E. Jackson Drive, Independence, Missouri.

9. Council action is requested to expend $592,748.58 in purchase orders for fiscal year 2025-2026 to C1, to continue the use of cybersecurity infrastructure.

10. Council action to expend $900,000 to Symmetry for natural gas and supply management services for the Power & Light Department for the period from July 1, 2025 through October 31, 2025.

11. Council action is requested to issue blanket purchase orders to Monaco Property Services, Estrada Services and DuPree Landscaping & Lawn Care in an amount of $350,000 for the 2025-26 Code Enforcement Abatement Services for the Community Development Department.

12. Council action is requested authorizing a contract with the Kansas City Area Transportation Authority for the purpose of providing transit services for the period of July 1, 2025 through June 30, 2026.

13. Council action is requested to authorize the City Manager to approve Change Order No. 4 to the existing design contract (PO#21000753) with WSP USA, in an amount not to exceed $57,283.99. This authorization also includes approval for future minor change orders not to exceed 10% of the new contract total, as part of the Square Streetscape Project (No. 111902).

14. Council action is requested to approve Exhibit A of the existing Construction Manager at Risk agreement with McCownGordon Construction on the Independence Justice Center project located at 17221 East 23rd St S, Independence, MO 64057

15. Council action is requested for approval to allow an additional $100,000.00 in expenditures to Fletcher-Reinhardt for utility hardware for the Power & Light Department. The new total amount allowed for expenditures will be $700,000.00.

**RESOLUTIONS**

1. 25-760 A resolution repealing Resolution No. 6906 and Directing the City Manager on Boards and Commissions Recordings. (***Sponsored by Councilmember Brice Stewart***)

2. 25-761 A resolution approving a Short-Term Rental for the property located at 14901 E. 40th Street South, in Independence, Jackson County, Missouri. ***(Valid legal protest filed. Requires 5 votes for approval.)***

3. 25-762 A resolution authorizing an agreement with the United Steel Workers Collective Bargaining Unit, for the term of July 7, 2025 through June 30, 2028.

**REGULAR AGENDA**

**PUBLIC HEARING(S)**

1. A public hearing for the application to rezone the property 13893 E. 35th Street Ct S from I-1, Industrial, to C-2, General Commercial. ***New Information Only.***

   25-044 **2R** An ordinance approving a rezoning from District I-1 (Industrial) to District C-2 (General Commercial) for the property located at 13893 East 35th Street Court South. **2R**

2. A public hearing for the Special Use Permit application to operate a convenience store at 13893 E. 35th Street Ct S. ***New Information Only.***

   25-045 **2R** An ordinance approving a Special Use Permit to operate a convenience store without fuel sales at 13893 East 35th Street Court South, in Independence, Missouri. **2R**

3. A public hearing for the Preliminary Development Plan application for the property at 1550 S. Noland Road for approval of a body shop. ***New Information Only***.

   25-046 **2R** An ordinance approving a Preliminary Development Plan for the property located at 1550 S. Noland Road in District C-2/PUD (General Commercial/Planned Unit Development) in Independence, Missouri. **2R**

**ORDINANCES**

1. 25-043 **2R** An ordinance approving the petition for the establishment of the

Pavilions at Hartman Heritage Community Improvement District, establishing the district, making findings and authorizing actions related to establishment of the district. **2R**

**FIRST READING(S)**

1. 25-047 **1R** An ordinance authorizing the acceptance of funding from the Jackson County, Missouri 911 System Fund, through a resolution passed by the Jackson County, Missouri Legislature, which allocates $469,181.00 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**

2. 25-048 **1R** An ordinance authorizing the acceptance of funding from the U.S. Department of Justice, Bureau of Justice Assistance, Office of Justice Programs, FY 2024 Byrne Justice Assistance Grant (JAG) Program, through a memorandum of understanding with Kansas City, Missouri, which allocates $50,214.00 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**

3. 25-049 **1R** An ordinance authorizing acceptance of a grant in the amount of $30,000.00 from the Missouri Department of Transportation for reimbursement of overtime for pedestrian safety enforcement programs from October 1, 2025 to September 30, 2026; authorizing future change orders, extensions, amendments or addendums for additional funding for the same project and making the necessary appropriations. **1R**

4. 25-050 **1R** An ordinance authorizing acceptance of a grant in the amount of $500,000.00 from the Missouri Department of Transportation for reimbursement for LETSAC Conference fees and an overtime program for hazardous moving violations enforcement from October 1, 2025 to September 30, 2026; authorizing future change orders, extensions, amendments or addendums for additional funding for the same project and making the necessary appropriations. **1R**

5. 25-051 **1R** An ordinance authorizing acceptance of a grant in the amount of $1,156,000.00 from the Missouri Department of Transportation for reimbursement of Drug Recognition Expert (DRE) Conference fees and overtime programs for the police department for impaired driving enforcement and youth alcohol liquor compliance checks from October 1, 2025, to September 30, 2026; authorizing future change orders and/or time extensions for the same project and making the necessary appropriations. **1R**

6. 25-052 **1R** An ordinance authorizing acceptance of a grant in the amount of $50,000.00 from the Missouri Department of Transportation for reimbursement

of overtime for occupant protection enforcement programs from October 1, 2025, to September 30, 2026; authorizing future change orders, extensions, amendments or addendums for additional funding for the same project and making the necessary appropriations. **1R**

7. 25-053 **1R** An ordinance approving a Final Plat for Tybrook Estates -2nd Plat located west of Powell Road north of Truman Road in Independence, Jackson County, Missouri. **1R**

8. 25-054 **1R** An ordinance approving a rezoning from District R-6 (Single-Family Residential) and District C-2 (General Commercial) to District R-6 (Single-Family Residential) for the properties located at 15430 and 15440 E. US 24 Highway. **1R**

9. 25-055 **1R** An ordinance approving a rezoning from District I-1 (Industrial) and R-12 (Two-Family Residential) to District R-6 (Single-Family Residential) for the property located at 11307 E. Aaron Lane. **1R**

10. 25-056 **1R** An ordinance approving a Special Use Permit to operate a convenience store without fuel sales at 104 E. Lexington Avenue, in Independence, Missouri. **1R**

11. 25-057 **1R** An ordinance amending the Unified Development Ordinance, Chapter 14, of the Independence City Code pertaining to the billboard setback requirements. **1R**

12. 25-058 **1R** An ordinance authorizing the transfer of Crysler Stadium to the Independence School District and authorizing the City Manager to execute all documents associated with said transfer. **1R**

13. 25-059 **1R** An ordinance authorizing the removal and destruction of Municipal Court records that have met all requirements to be eligible for such destruction and are the subject of Circuit Court Administrative Order No. 2025-217, 2025-218 and 2025-219. **1R**

**INFORMATION ONLY**

1. Noland South Shopping Center CID Proposed Budget FY 7/1/2025 - 6/30/2026

2. Quarterly Records Requests Report from the City Clerk and the Police Department Records Unit

3. ***Please Note:*** *In accordance with RSMo. 610.021, the City Council may convene in an Executive Session during or after the 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:**

25-759 A Resolution recognizing Trenton Schroder, PRT Maintenance Worker II, in the Parks, Recreation & Tourism Department as the ISTAR Award recipient for July 2025.

**Recommendations:**

**Background:**

**Emergency Justification:**

**Fiscal Impact:**

**Council Action:**

---

**Department / Contact** Council and Board /

---

**REVIEWERS**

Melissa Cabrera
Jeremy Cover
Zachary Walker
Susanne Holland

**ATTACHMENTS:**

None

**Designation of July as Parks and Recreation Month**

WHEREAS, parks and recreation are an integral part of communities throughout this country, including Independence, Missouri; and

WHEREAS parks and recreation promote health and wellness, improving the physical and mental health of people who live near parks, visit the City's recreation facilities, and participate in our programs; and

WHEREAS, parks and recreation promote time spent in nature, which positively impacts mental health by increasing cognitive performance and well-being, and alleviating illnesses such as depression, attention deficit disorders, and Alzheimer's; and

WHEREAS, parks and recreation encourage physical activities by providing space at the Independence Athletic Complex and numerous parks for popular sports, multi-use trails, classes, and many other activities designed to promote active lifestyles; and

WHEREAS, parks and recreation are a leading provider of healthy meals, nutrition services and education at the Palmer Center and the Independence Farmers Market; and

WHEREAS, parks and recreation programming and education activities, such as Toddler Town, youth sports and environmental education, are critical to childhood development; and

WHEREAS, parks and recreation increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS, parks and recreation are fundamental to the environmental well-being of our community; and

WHEREAS, parks and recreation are essential and adaptable infrastructure that makes our communities resilient in the face of natural disasters and climate change; and

WHEREAS, our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors in the City's parks, greenspaces, and at George Owens Nature Park; and

WHEREAS, the U.S. House of Representatives has designated July as Parks and Recreation Month; and

WHEREAS, Independence, Missouri recognizes the benefits derived from parks and recreation resources.

NOW THEREFORE, BE IT RESOLVED BY Rory R. Rowland, Mayor, that July is recognized as Parks and Recreation Month in the city of Independence, Missouri.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Independence, Missouri to be affixed this 1st day of July 2025.

_____

**Rory R. Rowland, MAYOR**

**Attest:**

_____

**Susanne Holland, CITY CLERK**

INDEPENDENCE
* MISSOURI *

A GREAT AMERICAN STORY

# City Council Regular Meeting Minutes

**June 2, 2025 6:00 PM**

**Council Chambers - 111 E. Maple Ave.**

## INVOCATION

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

Laurie Dean Wiley gave the invocation.

## THE PLEDGE OF ALLEGIANCE

## ROLL CALL

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

## CITIZEN REQUESTS

Jeff Rogers gave an update on the Independence Square, events, and visitors.

## PRESENTATION RESOLUTIONS

1. 25-748 A Resolution recognizing Detective John Roach of the Independence Police Department as the I-STAR Award recipient for the month of June, 2025. **Item Passes 6-0 Res. No. 7128**

## PROCLAMATIONS

Councilmember Fears moved to present the ISTAR Award out of order. Motion seconded by Councilmember Vaught.

AYES (6): Mayor Rowland, Councilmember Fears, Councilmember Stewart, Councilmember McCandless, Councilmember Vaught, Councilmember Wiley
NAYS (0): None
ABSENT (1): Councilmember Perkins

Motion passes 6-0

A Proclamation was also awarded to David Laber for his heroic action in alerting and rescuing a homeowner from a house fire.

**PRESENTATION**

1. Severe Weather Update

Chief of Emergency Operations, Samantha Morris, gave a presentation regarding severe weather response and how the City of Independence is prepared for severe weather.

**CONSENT AGENDA**

Item 2 was pulled for special consideration by Councilmember Fears.
Item 3 and resolution 25-749 was pulled for special consideration by Councilmember McCandless.

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

AYES (6): Mayor Rowland, Councilmember Fears, Councilmember Stewart, Councilmember McCandless, Councilmember Vaught, Councilmember Wiley
NAYS (0): None
ABSENT (1): Councilmember Perkins

Consent Agenda passes 6-0, minus the items pulled.

**Reports and Recommendations of the City Manager**

1. Approval of minutes for the Regular Meetings on May 5, 2025 and May 19, 2025. **Approved**

2. Council approval is recommended to amend the Schedule of Fees for the City of Independence effective July 1, 2025. **Item passes 6-0**

This item was pulled by Councilmember Fears.
The schedule of fees excludes park fees. The reason for this is to allow the Parks and Recreation Director, to adjust fees accordingly to align more with peer cities and be more competitive.

Councilmember Fears moved to Approve the item. Motion seconded by Councilmember McCandless.

AYES (0): None
NAYS (0): None
ABSENT (1): Councilmember Perkins

Item passes 6-0

3. Council action is requested to authorize the City Manager to execute a construction contract with Linaweaver Construction, Inc. for the Vaile Sidewalks Phase 2 Project (No. 112210) and the 31st Street Sidewalk Project (No. 112202), as part of the Sidewalks to Schools & Parks Project (No. 110807). The total contract amount will not exceed $490,694.50. This authorization also includes approval for future minor change orders, not to exceed $49,069.45, and/or time extensions, as necessary, to complete the project. **Item passes 6-0**

This item was pulled for special consideration by Councilmember McCandless.
This project will start after the Strawberry Festival. The contractor will have 90 days to complete it once it is started. This is a project being completed aside from the General Obligation Bond.

Councilmember McCandless moved to Approve the item. Motion seconded by Councilmember Fears.

AYES (6): Mayor Rowland, Councilmember Fears, Councilmember Stewart, Councilmember McCandless, Councilmember Vaught, Councilmember Wiley
NAYS (0): None
ABSENT (1): Councilmember Perkins

Item passes 6-0

4. 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**

**RESOLUTIONS**

1. 25-749 A resolution approving an agreement between the City of Independence, Missouri, and the Independence Convention and Visitors Bureau, d/b/a Visit Independence, for the operation of the official Destination Marketing Organization (DMO) for Independence. **Item passes 6-0 Res. No. 7129**

This item was pulled for special consideration by Councilmember McCandless. There are certain competitive disadvantages to having a municipally owned and operated tourism function. We want to make sure we are marketing our tourism and historical sites in the most attractive way possible. This agreement would outline roles for both the City and an established Visitor's Bureau. Bylaws have been adopted for this new organization, and articles of incorporation are on file with the Secretary of State's Office, as well as other steps that have been taken toward the progression of this new bureau. The operating agreement between the City and the CVB would identify the amount of funding that would be allocated from the City's transient guest tax fund

for operations and maintenance. A portion would be allocated for marketing.

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

AYES (6): Mayor Rowland, Councilmember Fears, Councilmember Stewart, Councilmember McCandless, Councilmember Vaught, Councilmember Wiley
NAYS (0): None
ABSENT (1): Councilmember Perkins

Item passes 6-0

2. 25-750 A resolution authorizing the City Manager to submit the Missouri Department of Transportation State Transit Assistance Program application for FY 2026 and to execute an agreement with the Missouri Highways and Transportation Commission for the Public Transit Operating Assistance Grant for the period July 1, 2025, through June 30, 2026. **Approved Res. No. 7130**

**REGULAR AGENDA**

**PUBLIC HEARING(S)**

1. A public hearing for the amendment to the Unified Development Ordinance, Chapter 14, of the Independence City Code relating to motor vehicle repair. ***Full Public Hearing.***

Rick Arroyo, Assistant Community Development Director. This item was presented to the Planning Commission on April 15th. They voted in favor of recommending this for the update. This expands the exemption of the exemption of the 750 foot separation requirement along Noland Road (the Miracle Mile) between 33rd Street and Aberdeen. This expansion includes properties that within 1320 feet east or west of Noland Road. It also creates a new automotive use group for accessory installations.

25-035 **2R** An ordinance amending the Unified Development Ordinance, Chapter 14, of the Independence City Code pertaining to auto repair and motor vehicle equipment installation. **2R Item passes 6-0 Ord. No. 19680**

AYES (6): Mayor Rowland, Councilmember Fears, Councilmember Stewart, Councilmember McCandless, Councilmember Vaught, Councilmember Wiley
NAYS (0): None
ABSENT (1): Councilmember Perkins

Item passes 6-0

2. Fiscal Year 2025-26 Proposed Budget Hearing. ***Full Public Hearing.***

This is the annual public hearing regarding the budget, so the community has an opportunity to comment on it.

Laura Dominik spoke on this item.
Steve Urich also spoke on this item.
Leigh Williams spoke on this item.
Ben Neal spoke on this item.
Jason White spoke on this item.

25-037 **1R** An ordinance adopting the Annual Operating and Capital Budgets of the City of Independence, Missouri, for the Fiscal Year July 1, 2025–June 30, 2026; estimating the revenues for the 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 Read**

A proposed a motion to amend this ordinance. Councilmember Fears sent an amendment to the budget to the council members. The purpose of the amendment is to move dollars from a couple of areas of the budget to the internal services fund so it will bring together the risk management into one place within the entire city. Essentially, the Risk Manager at IPL would become the risk manager for the entire city.
This was seconded by Councilmember Stewart.

AYES (5): Mayor Rowland, Councilmember Fears, Councilmember McCandless, Councilmember Vaught, Councilmember Wiley
NAYS (1): Councilmember Stewart
ABSENT (1): Councilmember Perkins

Amendment passes 5-1

**ORDINANCES**

1. 25-032 **2R** An Ordinance Amending Chapter 5, Article 10, of the Independence City Code, regarding private security guards. **2R Item passes 6-0 Ord. No. 19678**

This includes loss prevention/asset protections officers. This updates the watch guard ordinance. Identification cards will still be issued. There is a qualification process they will need to go through for firearms, as part of the certification.
The item was presented, and discussion followed.

AYES (6): Mayor Rowland, Councilmember Fears, Councilmember Stewart, Councilmember McCandless, Councilmember Vaught, Councilmember Wiley
NAYS (0): None
ABSENT (1): Councilmember Perkins

Item passes 6-0

2. 25-033 **2R** An Ordinance Amending Chapter 8 Article 6 "PURCHASES AND SALES" Section 3 and Directing the City Manager to amend the Procurement Policy accordingly. *(Sponsored by Councilmember Stewart)* **2R** **Item fails 3-3**

The purpose of this is to make sure that projects that fall below the $100,000 threshold move on unimpeded. This ordinance limits it to items such as study-type services, feasibility-type studies, etc.
Councilmember McCandless would like this item to be referred to the Audit and Finance Committee so they can recommend what they think the appropriate dollar amount would be.

AYES (6): Mayor Rowland, Councilmember Stewart, and Councilmember Vaught
NAYS (0): Councilmember Fears, Councilmember McCandless and Councilmember Wiley
ABSENT (1): Councilmember Perkins

Item fails 3-3

3. 25-034 **2R** An Ordinance Amending Chapter 13, Article 1, Section 13.01.005 of the Independence City Code to Prohibit Metal Detecting, Prospecting, and Treasure Hunting in City Parks and Public Spaces. **2R** **Item passes 6-0 Ord. No. 19679**

The purpose of this ordinance is to keep individuals from digging up city parks and leaving holes, which becomes a safety issue.

AYES (6): Mayor Rowland, Councilmember Fears, Councilmember Stewart, Councilmember McCandless, Councilmember Vaught, Councilmember Wiley
NAYS (0): None
ABSENT (1): Councilmember Perkins

Item passes 6-0

4. 25-036 **2R** An Ordinance Repealing Chapter 1, Article 40 of the City Code which Outlines the Establishment, Purpose, and Responsibilities of the Tourism Commission of the City of Independence. **2R** **Item passes 6-0 Ord. No. 19681**

AYES (6): Mayor Rowland, Councilmember Fears, Councilmember Stewart, Councilmember McCandless, Councilmember Vaught, Councilmember Wiley
NAYS (0): None
ABSENT (1): Councilmember Perkins

Item passes 6-0

**FIRST READING(S)**

1. 25-038 **1R** An ordinance terminating tax increment financing within the Santa Fe

Trail Redevelopment Area; and authorizing certain actions relating thereto. **1R Read**

2. 25-039 **1R** An ordinance amending Article 5 of Chapter 5 of the City Code related to solicitors and peddlers. **1R Read**

3. 25-040 **1R** An ordinance approving the 2025-26 Annual Action Plan for the CDBG and HOME programs, authorizing applications to the Department of Housing and Urban Development; authorizing execution of a written agreement and acceptance of CDBG and HOME program funds; and making the necessary appropriations. **1R Read**

4. 25-041 **1R** An ordinance approving a rezoning from District R-6 (Single-Family Residential) to District R-30/PUD (High Density Residential/Planned Unit Development) and approving a preliminary development plan for the property located at 11601 E. US 24 Highway. **1R Read**

5. 25-042 **1R** An ordinance approving a Special Use Permit to operate a body art establishment at 18801 East 39th Street, in Independence, Missouri. **1R Read**

**INFORMATION ONLY**

1. Trinity Woods CID Fiscal Year Budget Report

2. 23rd and Sterling CID Proposed Budget

3. Marketplace Shopping Center CID Proposed Budget

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

**COUNCILMEMBER COMMENTS**

Councilmember Stewart requested that City Attorney, Jeremy Cover look into the Code of Ethics that is required by the City Charter under Section 5.4 and make sure that we are in compliance. We have a code of conduct, and he wants to make sure we also have a code of ethics.

Councilmember Vaught reminded everyone that tomorrow night is the first Popsicles in the Park that will be held at Benton Park, 707 S. Crane from 6:30-8 p.m.

Councilmember Wiley thanked the citizens who came to speak about the budget. She appreciates the questions and feedback. She attended the rededication ceremony of Rotary Park. The new play area has ADA pathways and an agility playground. She also attended Island Fest, which is one of her favorite events. They celebrate the Polynesian Community of Independence. Last week there was an IPD commissioning ceremony that welcomed six new police officers and two new civilians. This Saturday is the Fairmont Community Center Carnival Fundraiser. She will be there with some adoptable dogs from 12-3.

Councilmember McCandless explained that while she voted for the risk management approach, she wants to be sure that we don't short-change existing programs. She addressed accounting policies and GATSBY. Finance met with their auditors and was reassured that what they have planned is acceptable. Englewood had a great celebration that was fantastic. She attended the ceremony at the Truman Library, acknowledging the Truman Scholars. This is for young people that want to dedicate their life to service. She went to the KC Building Trades and Construction to learn about their apprenticeship. She encouraged anyone interested in this area of work to take a tour and learn more about it. She also reminded us that Scott Laken from Jackson County (tax collector) does not set tax policy, but it is his job to collect the bills. She also stated that there is a way to register your property for a property fraud alert.

Councilmember Fears said we have 3000 visitors in our city right now for the Community of Christ convention. He also thanked those who came and talked about the budget. The input is appreciated.

Mayor Rowland went to the 2025 EMS week at Station 1. He thanked Chief Walker and his people for grilling the hamburgers and hot dogs. It was a great time to recognize their work and honor them for their dedication and service to the City. He attended and presented a proclamation to the Polynesian Community during Island Fest. He also attended the Memorial day concert and stated what a wonderful job they did in their performance. He discussed the passing of Jody Krantz and her dedication and work to the Chamber of Commerce.

Zach Walker, City Manager, also thanked those citizens who spoke on the budget. He clarified the number of budgeted employees for the police department which is 331. 231 of those are sworn positions; the rest are civilian employees. 208 of those 231 positions are filled. Also, work has started on the general obligation bond funds. We are working toward having a portion of the money by late September,. The City is legally required to spend $30M of the $55M within three years of it being issued. There have been several requests for copies of the budget to be made in PDF form as well as others. The Department of Justice requires that it be in a flip-book form to meet ADA standards. He will try to do what he can to make it accessible to others who have asked. Lastly, the audio issue tonight has been identified and addressed.

**ADJOURNMENT**

Presiding Officer of the City Council

of the City of Independence, Missouri

ATTEST:

Suzanne Holland

City Clerk

INDEPENDENCE
* MISSOURI *

A GREAT AMERICAN STORY

# City Council Regular Meeting Minutes

**June 16, 2025 6:00 PM**

**Council Chambers - 111 E. Maple Ave.**

## INVOCATION

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

Stephen Ballentyne, Asst. Pastor of the Mount Zion Restoration Branch Church gave the invocation.

## THE PLEDGE OF ALLEGIANCE

## ROLL CALL

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

## CITIZEN REQUESTS

Councilmember Perkins moved to allow non-residents to speak. Motion seconded by Councilmember Vaught.

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

Motion passes 7-0

Beau Knauff spoke about an investigation involving child abuse on his grandson.

Lucy Young spoke about the budget.
Laura Dominik spoke about the IPL Risk Manager
Mike Johann spoke about IPD and Chief Dustman
Becky Hake spoke about the Santa Fe TIF
Wes Epperson spoke about the Street Sales Tax

**PROCLAMATIONS**

**CONSENT AGENDA**

**Reports and Recommendations of the City Manager**

Councilmember Perkins moved to Approve the consent agenda. Motion seconded by Councilmember Fears.
Items pulled for special consideration:
Item number 7 by Councilmember Perkins
Items 3 and 8 by Councilmember McCandless

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

All other items pass 7-0

1. Council action is requested to authorize an additional $100,000 in expenditures to USIC Locating Services, Inc. for utility locating services provided to the Municipal Services Department, bringing the total authorized amount to $297,000.00. **Approved**

2. Council action is requested to issue a purchase order to Altec Industries, Inc., in the amount of $395,636, for two (2) bucket trucks for the Power & Light Department. **Approved**

3. Council action is requested for the 2025-2026 Workers' Compensation Insurance Program with Midwest Employers, with an estimated annual premium cost of $452,250. **Item passes 7-0 Approved**

The item was presented, and discussion followed.

Councilmember McCandless moved to approve the item as presented. Motion seconded by Councilmember Perkins.
There is an escalation in premiums across all entities.

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

ABSENT (0):

Item passes 7-0

4. Council action is requested for the 2025-26 utility property insurance renewal with an estimated annual premium of $832,274. **Approved**

5. Council action is requested for the 2025-26 non-utility property insurance renewal with Midwest Public Risk, which includes the Auto Physical Damage and Contractors Equipment programs, for an annual premium of $924,570. **Approved**

6. Council action is requested for approval to issue a purchase order to Altec Industries, Inc., for the amount of $136,000.00, for an overhead cable puller/tensioner for the Power & Light Department. **Approved**

7. Council action is requested to authorize the City Manager to execute a construction contract with Linaweaver Construction, Inc., in an amount not to exceed $1,030,103.50 for the Barnes Place Storm Drainage Improvements Project (Project No. 131901). This authorization includes approval of future minor change orders not to exceed $103,010.35 and any necessary time extensions. **Item passes 7-0 Approved**

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

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

Item passes 7-0

8. Council action is requested to authorize a one (1) year contract with Davenport Construction for Street Cut Repairs, with the option to renew for two (2) additional one-year periods. The contract will support the Power & Light and Municipal Services Departments. Approval will permit 10% contingency expenditures provided they do not exceed budgeted amounts. **Approved**

Councilmember McCandless moved to approve the item as presented. Motion seconded by Councilmember Fears.
There is no specific price controls in the contract. We have used this vendor previously, who is local and we are very happy with their work and craftsmanship. Our Municipal Services staff hold vendors to the highest accountability.

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

ABSENT (0):
Item passes 7-0

9. Council action is requested to issue a purchase order to Advanced Utility Systems in the amount of $228,392.14 for the annual maintenance and support of the City's utility customer information and billing system. **Approved**

**RESOLUTIONS**

1. 25-751 A Resolution repealing Resolution No. 6975 and establishing standards for the recruitment and selection of board and commission members, establishing standards for communication, and establishing expectations, duties, and norms of behavior for all appointed City boards, commissions, and committees. **Approved Res. No. 7131**

2. 25-752 A Resolution appointing Marcus Bowen to the Jackson County Board of Equalization. **Approved Res. No. 7132**

3. 25-753 A Resolution appointing Nedra Jeffress to the Truman Memorial Scholarship Committee. **Approved Res. No. 7133**

4. 25-754 A Resolution appointing Anthony Sommer to the Board of Adjustment. **Approved Res. No. 7134**

5. 25-755 A Resolution appointing Cody Atkinson to the Independence Animal Welfare Committee. **Approved Res. No. 7135**

6. 25-756 A Resolution appointing Pam Wishon to the Street Improvement Oversight Committee. **Approved Res. No. 7136**

7. 25-757 A Resolution reappointing Laurie Dean Wiley to the Planning Commission **Approved Res. No. 7137**

8. 25-758 A Resolution appointing Cindy Culp to the Board of Building and Engineering Appeals. **Approved Res. No. 7138**

**REGULAR AGENDA**

**PUBLIC HEARING(S)**

1. A public hearing for the application to rezone the property at 11601 E. US 24 Highway from R-6, Single Family Residential, to R-30/PUD, High Density Residential/Planned Unit Development, and to approve a preliminary development plan. ***New Information Only.***

Rick Arroyo, Assistant Community Development Director, gave information on this item.

This PUD update was considered by the Planning Commission on April 29th of this year.
The Planning Commission voted in favor of this PUD.
This PUD request is for a property along US 24 Hwy that had been used as a motel travel lodge for many years. The applicant wishes to use the unique small houses as a long-term residential complex requiring the need for the zone change to R-30 PUD. (15 separate buildings)
No new information to provide.

25-041 **2R** An ordinance approving a rezoning from District R-6 (Single-Family Residential) to District R-30/PUD (High Density Residential/Planned Unit Development) and approving a preliminary development plan for the property located at 11601 E. US 24 Highway. **2R** **Item Passes 7-0 Ord. No. 19685**

This is to correct the zoning for the way these businesses are operated. This is no change to what is occurring now.

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

2. A public hearing for the Special Use Permit application to operate a tattoo shop at 18801 E. 39th Street #D09D. ***New Information Only.***

Rick Arroyo, Assistant Community Development Director, gave information on this item.

This special use permit was considered by the Planning Commission on April 29th of this year.
The Planning Commission voted in favor of this special use permit.
This special use permit is to allow a Body Art establishment inside the independence center mall on the lower level.
No new information to provide.

25-042 **2R** An ordinance approving a Special Use Permit to operate a body art establishment at 18801 East 39th Street, in Independence, Missouri. **2R** **Item passes 7-0 Ord. No. 19686**

There is a limit of eight tattoo establishments within the city. This business would make six current businesses.

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

ABSENT (0):
Item passes 7-0

3. A public hearing for the formation of the Pavilions at Hartman Heritage Community Improvement District. ***Full Public Hearing.***

David Martin, Attorney with Gilmore and Bell, who represents the City regarding bonds, gave a presentation on this item. This involves the strip center buildings on the north side for a 1% sales tax on the retailers that will be operating in that area, for private improvements.

Developer: Highland Capital
Retail redevelopment and property management expertise
Over ten million square feet of redevelopment across 10 states

Project site: 2000 E Jackson Dr.
General Location: Northwest quadrant of I-70 and Little Blue Parkway

Specifications: Total Leasable square footage - 214,059
Unoccupied square footage - 150,630
Vacancy rate: 70%

CID Blight: Approximately 95% of the unoccupied space is in a deteriorated condition

Proposed Public Incentives: CID
1% add-on sales tax
No special assessments
27-year term
Revenue Projections: Approximately $9.2 million of CID revenues generated over the life of the CID
Projected City Sales Taxes: Approximately $24.9 million in City sales tax revenues generated over the life of the CID

Currently looking at 4 to 5 tenants to move in and have signed a letter of intent (LOI). Early next year, we should start to see a lot of progress. Very confident they can get much of the space filled.
Becky Hake spoke on this item, stating that this would be the third CID on this property, so she has a problem with stacking CIDs on this property.

David Martin confirmed there are other CIDs in the area, however this has its own boundaries and purposes than the other CIDs. There will be a 10-year overlap of the CID that covers the arena. Mr. Martin stated this is not tax stacking due to boundaries, purpose and revenue generator. This is allowable under the CID Act.

25-043 **1R** An ordinance approving the petition for the establishment of the Pavilions at Hartman Heritage Community Improvement District, establishing the district, making findings and authorizing actions related to establishment of the district. **1R Read**

4. A full public hearing for a Retail Selling of Beer by the Drink License for Next Level Soccer Training that will be located at 13801 E. 42nd Terr. S. ***Full Public Hearing.***

Tom Scannell, Director of Community Development, gave a brief presentation on this item. This is for a liquor license within a training facility called Next Level Training. There is currently one liquor license within 1000 feet, which is held by Casey's at Noland Road and 42nd Street. There is a residential area nearby, which is why this requires City Council approval. Parents and those of legal age can purchase beer at this facility while athletes are receiving training.
The owner of the Next Level Training spoke on this item. The majority of time spent by parents is about an hour. They are trying to generate more revenue at this facility by obtaining this license. They want to create a social environment for the parents so they can get a drink and watch their kids in training.
Elisa Breitenbach spoke in favor of this item.
Don Deboard spoke on this item, asking about the ages of the children who would be subjected to this facility and would have access to the bar?

Council action is requested on the application received from Next Level Soccer Training, LLC for Retail Selling of Beer by the Drink for Next Level Soccer Training that will be located at 13801 E. 42nd Terr. S. **Item passes 6-1 Approved**

AYES (6): Mayor Rowland, Councilmember Fears, Councilmember McCandless, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley
NAYS (1): Councilmember Stewart
ABSENT (0):
Item passes 6-1

**ORDINANCES**

1. 25-037 **2R** An ordinance adopting the Annual Operating and Capital Budgets of the City of Independence, Missouri, for the Fiscal Year July 1, 2025–June 30, 2026; estimating the revenues for the 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 Amendment passes 7-0; Budget Item passes 6-1 Ord. No. 19682**

Councilmember Perkins made a motion to amend this ordinance. He and Councilmember Vaught have requested this amendment. This motion was seconded by Councilmember Wiley. The amendment would eliminate the proposed $400,000 appropriation of the Marijuana Sales Tax Fund for additional dangerous building activities and would appropriate

$400,000 from the unrestricted reserve balance of the general fund to the Community Development Dept. for the same purpose. Second, the proposed ordinance would strike the appropriation for the Homeless Outreach Coordination from the Marijuana Sales Tax Fund and move this to the proposed funding from Gov. Kehoe for the ARCH Program as it is appropriated. This will replace the funding for two part-time animal dispatch using the Marijuana Sales Tax Fund.

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

Amendment passes 7-0

**(Meeting was interrupted due to a power outage that affected the recording of the meeting)**

Councilmember McCandless asked for a review of the new risk management procedure in three months. City Manager Zach Walker agreed.
Joe Heggendeffer, Director of IPL, stated he will oversee the time the Risk Manager spends working for other departments within the City and making sure he is keeping up with IPL.
Mayor Rowland stated he is going to vote no on the budget due to the transportation issue.
Voting on the budget ordinance itself:
AYES (7): Councilmember Fears, Councilmember Stewart, Councilmember McCandless, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley
NAYS (0): Mayor Rowland
ABSENT (0):
Ordinance passes 6-1

2. 25-038 **2R** An ordinance terminating tax increment financing within the Santa Fe Trail Redevelopment Area; and authorizing certain actions relating thereto. **2R**
**Item passes 7-0 Ord. No. 19683**

This TIF did not perform the way it was intended to perform. There is still debt from this. Money that is still being generated from this area will be used to pay off the debt. They money will not come from the general fund, however, the city will not benefit from it.

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

Item passes 7-0

3. 25-039 **2R** An ordinance amending Article 5 of Chapter 5 of the City Code related

to solicitors and peddlers. **2R** **Item passes 7-0 Ord. No. 19684**

This will allow residents to mark their property for no solicitations of any kind. If someone comes into city offices for a list of residences, they would be provided this list of those who have registered for no solicitors. This is for marketing solicitors only, not those running for office.
AYES (7): Mayor Rowland, Councilmember Fears, Councilmember Stewart, Councilmember McCandless, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley
NAYS (0): None
ABSENT (0):
Item passes 7-0

4. 25-040 **2R** An ordinance approving the 2025-26 Annual Action Plan for the CDBG and HOME programs, authorizing applications to the Department of Housing and Urban Development; authorizing execution of a written agreement and acceptance of CDBG and HOME program funds; and making the necessary appropriations. **2R** **Item passes 7-0 Ord. No. 19685**

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

**FIRST READING(S)**

1. 25-044 **1R** An ordinance approving a rezoning from District I-1 (Industrial) to District C-2 (General Commercial) for the property located at 13893 East 35th Street Court South. **1R** **Read**

2. 25-045 **1R** An ordinance approving a Special Use Permit to operate a convenience store without fuel sales at 13893 East 35th Street Court South, in Independence, Missouri. **1R** **Read**

3. 25-046 **1R** An ordinance approving a Preliminary Development Plan for the property located at 1550 S. Noland Road in District C-2/PUD (General Commercial/Planned Unit Development) in Independence, Missouri. **1R** **Read**

**INFORMATION ONLY**

1. Hartman Heritage CID 2025-2026 Proposed Budget.

2. Municipal Court report for the month of May 2025

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

*Executive Session during or after the meeting, on matters of litigation, legal action, and/or attorney client communications, as permitted by Sec. 610.021(1), on matters of personnel, as permitted by Sec. 610.021(3) and personnel records, as permitted by 610.021(13), on matters of contracts, as permitted by 610.021(12), on matters of real estate, as permitted by 610.021(2) and/or matters of labor negotiations, as permitted by 610.021(9).*

**COUNCILMEMBER COMMENTS**

Councilmember Fears reported that during the Audit and Finance meeting, they had a full review of the animal shelter. The full report will be forthcoming. They were asked to look at the way the funds were being used for the Street Improvement Sales Tax and the percentage of funds being used for overhead. The Audit and Finance Committee looked at how those funds were being used. There was a discussion about whether or not we should continue accepting Spire payments at the utilities center. This is an ongoing discussion.

Councilmember Wiley stated the Independence Tower Tenant Union came to an agreement with Dynasty Properties. All current residents will receive new leases and major repairs will begin by November of this year. This is an important and positive step for the tenants of this building.

Councilmember McCandless talked about the governance meetings for IPL and the important role a board would have in the strategic plan for the business side of IPL. This is a working topic and more information will be coming. Welcomed Valerie Burns as the new CEO of the Chamber. Community Services League received the leadership award from Mid-America Regional Council. The Strawberry Festival was a success before the rain hit. Big Brothers and Big Sisters is looking for matches in the community.

Councilmember Perkins said the Public Safety Sales Tax has an expiration date of December 2028 and this is something that needs to renewed.

City Manager Zach Walker clarified that the Independence Events Center CID termination date is 2042.

**ADJOURNMENT**

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

ATTEST:

Suzanne Holland
City Clerk

# City of Independence

AGENDA ITEM COVER SHEET

**Agenda Title:**
Council action is requested to expend $150,050 in purchase orders for fiscal year 2025-2026 to ESRI, for software licensing.

**Recommendations:**
Council approval is recommended to issue a purchase order.

**Background:**
ESRI licenses, software maintenance, and services are required to continue using GIS products such as ArcGIS and 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 $150,050. Funding for ESRI Licensing is included in the FY25/26 budget, page number 155, account number 0954220-5225, Internal Service Fund-Technology Services.

**Council Action:**

---

**Department / Contact** Technology Services /

---

**REVIEWERS**
Melissa Cabrera
Jeremy Cover
Zachary Walker
Susanne Holland

**ATTACHMENTS:**
1. Esri ArcGIS Online

2. ESRI Advantage Program
3. ESRI Enterprise Agreement

Esri Inc
380 New York Street
Redlands CA 92373

# Subject: Renewal Quotation

**Date:** 04/29/2025
**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): 3

Quotation #26280169
Document Date: 04/29/2025

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.

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

# Quotation

**Date:** 04/29/2025 **Quotation Number:** 26280169 **Contract Number:** SMALL GOVT ELA US

**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

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.**

| Item | Qty | Material# | Unit Price | Extended Price |
|---|---|---|---|---|
| 10 | 1 | 159166<br>ArcGIS Hub Premium ArcGIS Online Community Annual Subscription<br>Start Date: 07/29/2025<br>End Date: 07/28/2026<br>Subscription ID: 1100238878 | 5,000.00 | 5,000.00 |
| 1010 | 1 | 187643<br>ArcGIS Advanced Editing User Type Extension for ArcGIS Enterprise Annual Subscription<br>Start Date: 07/29/2025<br>End Date: 07/28/2026 | 400.00 | 400.00 |

| | | |
|---|---|---|
| **Item Subtotal** | | 5,400.00 |
| **Estimated Tax** | | 0.00 |
| **Total** | **USD** | **5,400.00** |

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

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.**

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

# Quotation



**Date:** 04/29/2025 **Quotation No:** 26280169 **Customer No:** 470255 **Contract No:** SMALL GOVT ELA US

| Item | Qty | Material# | | Unit Price | Extended Price |
|---|---|---|---|---|---|

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.

# Quotation # Q-549263

**Date:** May 22, 2025

**Customer # 470255** **Contract #**

**Environmental Systems Research Institute, Inc.**
**380 New York St**
**Redlands, CA 92373-8100**
**Phone: (909) 793-2853**
**DUNS Number: 06-313-4175 CAGE Code: 0AMS3**

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

ATTENTION: Bill Reynolds
PHONE: (816) 325-7727
EMAIL: bhreynolds@indepmo.org

***To expedite your order, please attach a copy of this quotation to your purchase order.***
***Quote is valid from: 5/22/2025 To: 8/20/2025***

| Material | Qty | Term | Unit Price | Total |
|---|---|---|---|---|
| 161877 | 1 | Year 1 | $62,150.00 | $62,150.00 |

Small Government and Local Utility EA Esri Advantage Program: 50 Advisor Hours/ 50 Learning and Services Credits - Annual subscription designed to provide enterprise-wide visioning and geospatial enablement through technical advisory, an annual planning meeting, a collaboratively developed technical work plan, and access to exclusive technology webcasts. The program also provides access to a combination of consulting, premium support, and training services. This configuration includes a one day annual planning session; up to 50 Advisor hours; Technology Webcasts and 50 Learning and Services Credits. The Esri Advantage Program terms and conditions shall apply. If not attached, or already incorporated into an existing and current Esri master contract, these terms and conditions can be viewed on the web at https://www.esri.com/en-us/legal/terms/services.

| | |
|---|---|
| Subtotal: | $62,150.00 |
| Sales Tax: | $0.00 |
| Estimated Shipping and Handling (2 Day Delivery): | $0.00 |
| Contract Price Adjust: | $0.00 |
| Total: | $62,150.00 |

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

| For questions contact: | Email: | Phone: |
|---|---|---|
| Emilio Pinero | epinero@esri.com | (909) 793-2853 |

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 https://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 https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance or a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US 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 https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US 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 for customers located in the USA.

# Advantage Program Agreement

**Agreement No. _____**

This Advantage Program Agreement ("**Agreement**") is between the entity shown below (**"Customer"**) and **Environmental Systems Research Institute, Inc. ("Esri")**, a California corporation with a place of business at 380 New York Street, Redlands, California 92373-8100 USA.

This Agreement sets forth the terms under which Esri provides the Advantage Program to the Customer. This Agreement does not apply to Software, Online Services, Data, or Maintenance, or to development Professional Services. The terms of use for these Esri Offerings are set forth in the applicable signed master agreement or, if the Customer has no such agreement, the terms of Esri's Master Agreement found at https://www.esri.com/en-us/legal/terms/full-master-agreement.

This Agreement is the sole and entire agreement of the parties as to the subject matter of this Agreement and supersedes any previous agreements, understandings, and arrangements relating to such subject matter. Neither party has relied on any statement, representation, or warranty not expressly stated in this Agreement. This Agreement comprises this signature page, the terms and conditions that begin on the following page, and all referenced attachments. Except for Product or Service descriptions, quantities, pricing, and delivery instructions, or as agreed in an Ordering Document signed by both parties, all terms included in any Ordering Document are void and of no effect. Any modification(s) or amendment(s) to this Agreement must be in writing and signed by both parties.

The parties may sign this Agreement in counterparts or via electronic signatures; such execution is valid even if an original paper document bearing both parties' original signatures is not delivered. This Agreement is executed and effective as of the last date signed below.

The authorized representatives of each party accept and agree to the terms of this Agreement by signing below:

| | |
|---|---|
| _____<br>(Customer) | ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. (Esri) |
| Legal Address: _____ | 380 New York Street, Redlands, CA 92373-8100 |
| By: _____<br>Authorized Signature | By: _____<br>Authorized Signature |
| Printed Name: _____ | Printed Name: _____ |
| Title: _____ | Title: _____ |
| Date: _____ | Date: _____ |

**Customer Contact Information**

| | |
|---|---|
| Contact: _____ | Telephone: _____ |
| Address: _____ | Fax: _____ |
| City, State, ZIP: _____ | Email: _____ |

Attachment A contains definitions of capitalized terms used throughout this Agreement. Each section of this Agreement may include additional definitions that are used exclusively within that section.

**1.0 GENERAL GRANT OF RIGHTS AND RESTRICTIONS**

**1.1 Grant of Rights.** In consideration of Customer's payment of all applicable fees and in accordance with this Agreement, Esri

a. Provides Services as set forth in this Agreement;
b. Grants to Customer a nonexclusive, nontransferable right and license or subscription to access and use Esri Offerings as set forth in the Specifications and applicable Ordering Documents; and
c. Authorizes Customer to copy and make derivative works of the Documentation for Customer's own internal use in conjunction with Customer's authorized use of Esri Offerings. Customer will include the following copyright attribution notice acknowledging the proprietary rights of Esri and its licensors in any derivative work:

   "Portions of this document include intellectual property of Esri and its licensors and are used under license. Copyright © [*Customer will insert the actual copyright date(s) from the source materials*.] Esri and its licensors. All rights reserved."

The grants of rights in this section (i) continue for the duration of the subscription or applicable Term or perpetually if no Term is applicable or identified in the Ordering Documents and (ii) are subject to additional rights and restrictions in this Agreement including Attachment B.

**1.2 Consultant or Contractor Access.** Customer may authorize its consultants or contractors to (i) host Esri Offerings for Customer's benefit and (ii) use Esri Offerings exclusively for Customer's benefit. Customer will be solely responsible for its consultants' and contractors' compliance with this Agreement and will ensure that each consultant or contractor discontinues use of Esri Offerings upon completion of work for Customer. Access to or use of Esri Offerings by consultants or contractors that is not exclusively for Customer's benefit is prohibited.

**1.3 Reservation of Rights.** All Esri Offerings are the copyrighted works of Esri or its licensors; all rights not specifically granted in this Agreement are reserved.

**1.4 Customer Content.** Esri does not acquire any rights in Customer Content under this Agreement other than as needed to provide Esri Offerings and Services to Customer.

**2.0 OWNERSHIP OF DELIVERABLES.** Esri or its licensors own and retain ownership of Deliverables.

**2.1 System and Data Access.** Each Activity Description will specify any requirement for Customer to give Esri personnel access to Customer's systems or data.

**3.0 ESRI MANAGED CLOUD SERVICES**

**3.1 Definitions.** The following definitions supplement the definitions provided in Attachment A:

a. **"Esri Managed Cloud Services Environment"** means the hardware, Software, Data, and network platform that Esri or its third-party supplier provides as part of Esri Managed Cloud Services.
b. **"Hosting"** means the business of housing and making accessible Customer Content via the Internet.

**3.2 Provision of Esri Managed Cloud Services.**

a. **General Terms.** Use of Esri Managed Cloud Services is subject to the Cloud Services terms found in Attachment B of this Agreement.
b. **Requirements Planning.** It is Customer's responsibility to plan for and address with Esri changes to Customer's requirements, such as the need for additional capacity, the update of an application or dataset, or increased level of system availability.

c. **Compensation and Expenses.** Esri will invoice Customer for the one-time setup fee upon Activity Description. Thereafter, Esri deduct Learning and Service Credits monthly for the Esri Managed Cloud Services to be provided the following month. Customer is responsible for any shipping or temporary storage costs incurred during the delivery of Customer Content to Esri or removal of Customer Content from the Esri Managed Cloud Services Environment.
d. **Risk of Loss.** Risk of loss for all Customer Content shall at all times remain with Customer, and it is Customer's sole responsibility to maintain regular backups of Customer Content. Risk of loss for the Esri Managed Cloud Services Environment shall at all times remain with Esri.
e. **Personally Identifiable Information.** Prior to providing any Customer Content under this Agreement, Customer shall notify Esri if Customer Content includes personally identifiable information.
f. **Public Software.** Customer may not use, and may not authorize its end users or contractors to combine or use any Esri Offerings with any software (including any underlying dependencies), documentation, or other material distributed under an open source or other similar licensing or distribution model that requires as a condition of such model that any component of the Esri Offering to be (1) disclosed or distributed in source code form, (2) made available free of charge to third parties, or (3) modifiable without restriction by third parties.
g. **Monitoring.** Customer will provide information and other materials related to its Customer Content as reasonably requested by Esri or its Hosting partner to verify Esri's or Customer's compliance with this Agreement. Esri or its Hosting partner, as applicable, may browse, index, or otherwise monitor the external interfaces of any Customer Content solely for the purpose of verifying compliance with this Agreement.

**4.0 TRAINING**

**4.1 Definitions.** The following definitions supplement the definitions provided in Attachment A:

a. **"Customer-Supplied Training Data"** means any digital dataset(s) including, but not limited to, geographic vector data, coordinates, raster data reports, or associated tabular attributes supplied by Customer for use in training.
b. **"Esri Academy LMS Integration Subscription"** means an optional term-limited subscription to Esri Academy enabling a specific number of unique Customer student(s) access to Self-Paced E-Learning through the customer's Learning Management System.
c. **"Esri E-Learning Content (SCORM Format) License"** means an optional term-limited license that provides Esri customers with Esri's e-learning content in SCORM (Shareable Content Object Reference Model) format to import into their Learning Management System.
d. **"Esri Mobile Lab"** means a service in which Esri will deliver and set up a training environment at the Customer's site for use in conjunction with scheduled Esri Training Events only. The Esri Mobile Lab will include certain hardware, software, power cords, and network switches necessary for the instructor to set up the environment.
e. **"Esri Training Event(s)"** means an Esri site class, Esri instructor-led online class, a Customer site/private class, workshop, or coaching services.
f. **"Esri Training Representative"** means Customer's primary Esri liaison in organizing private Esri Training Events.
g. **"Student(s)"** means a Customer employee or agent who is a registered participant in a specific Esri Training Event or Training-related services. If Customer is an individual, then Student means Customer.
h. **"Training Pass"** means a nonrefundable, nontransferable block of prepaid training days with a fixed price per day throughout the Term of the Training Pass.
i. **"Esri Mobile Router"** means a service in which Esri will deliver and setup a mobile router at the Customer's site for use in conjunction with a scheduled Esri Training Event only. The mobile router provides high-speed wireless internet access needed to run the Esri Training Event.
j. **"Learning Management System"** or **"LMS"** shall mean third-party software acquired separately by Customer that allows Customer to consume E-Learning Content (SCORM Format) for the purpose of re-serving it to the Customer's internal employees.

**4.2 Permitted and Prohibited Uses.**

a. Esri provides Training Materials for Training purposes only and for the exclusive use of the Student who attends the Training course for which the Training Materials are provided.
b. Customer may reproduce copies of Training Materials for registered Students.
c. Customer may not and may not permit any Student to (i) separate the component parts of Training Materials for any use or (ii) use audio or video recording equipment during an Esri Training Event.
d. Esri may issue temporary Product authorizations if Customer has an insufficient number of Products available for Training. Customer may use such Products as Training Materials under the terms of this Agreement. Customer will uninstall all deployed Products and return any media provided by Esri upon conclusion of the Esri Training Event.
e. Customer will retain ownership of any Customer-Supplied Training Data.

**4.3 Esri's Responsibilities.**

Esri will

a. Provide an instructor qualified to conduct Training;
b. Provide all necessary Training Materials for Student; and
c. Confirm Esri Training Events approximately 10 business days prior to the scheduled start date. Esri will only confirm Student registrations that include a payment method. Registrations without a confirmed payment method are placed on the reservation waiting list. All reservations on the waiting list are subject to availability. Customer site/Private class and coaching services confirmation is also dependent on receipt of the completed Customer site training request form.

**4.4 Customer's Responsibilities.**

Customer will

a. Ensure that all Students have received confirmation from Esri to participate in an Esri Training Event. Esri reserves the right to disconnect any Student who permits unregistered student access to an online classroom Esri Training Event. In such case, the full Esri Training Event fee will be invoiced and payable;
b. Ensure that all Students meet the minimum prerequisites for the applicable Esri Training Event as listed on Esri's training website;
c. Submit Student registrations with payment method information at least 15 business days before the scheduled start date;
d. Provide the Esri Training Representative with a list of names and email addresses of any Students who are to attend an Esri Training Event at least 3 business days before the scheduled start date, for compliance with the US embargoed country lists and the various US Government Lists of Parties of Concern or Specially Designated Nationals lists;
e. For classes held at the Customer-designated facility, complete a client-site training request form; consult with Esri personnel to determine classroom, computer, and network requirements; and provide all such required classrooms, computers, and network access;
f. Ensure that Student use of Training Materials provided by Esri complies with the terms of this Agreement; and
g. Assume full liability and responsibility for Student attending Training course(s) under this Agreement.
h. If the Esri Mobile Lab or Mobile Router is used, Customer will

    1. Take delivery of the Esri Mobile Lab or Mobile Router from the shipping agent, and keep it in a secure, locked area at all times;
    2. Immediately report any previously damaged Esri Mobile Lab or Mobile Router equipment to the Esri Training Representative upon receipt of the shipment; and
    3. Be financially responsible for loss of, damage to, or theft of Esri Mobile Lab or Mobile Router equipment while in Customer's possession.

**4.5 Student Registration and Training Event Change Policy.**

a. Customer will provide advance written notice to Esri Customer Service at service@esri.com to reschedule or cancel any Esri Training Event or to substitute a student in a scheduled Esri Training Event.
b. A replacement Student must be from the same Customer organization as the Student being replaced.
c. If Customer reschedules an Esri Training Event three or fewer days before the scheduled start date, Esri will charge Customer 50 percent of the fee plus the cost of the rescheduled Esri Training Event.
d. If Customer (i) cancels an Esri Training Event 3 or fewer days before the scheduled start date without concurrently rescheduling or (ii) is absent without notice from the Esri Training Event, Customer will be liable for the full Esri Training Event fee.
e. If cancellation of an Esri Training Event is necessary due to causes beyond the party's reasonable control, the affected party may reschedule or cancel the Esri Training Event without incurring any liability.
f. *Termination of Agreement.* Students who are currently registered for an Esri Training Event as of the date of termination of this Agreement may attend the scheduled Esri Training Event, subject to the terms and conditions of this Agreement.

**4.6 Compensation.**

a. Esri will deduct Customer Learning and Service Credits upon completion of the Esri Training Event or on purchase of a Training Pass.

**4.7 Availability and General Provision of Wireless Service**

a. Esri will not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to wireless service interruptions or unavailability.

**4.8 Esri E-Learning in the Customer's Learning Management System**

a. Esri E-Learning Content (SCORM format) License, specific terms of use incorporated by reference are found at https://www.esri.com/content/dam/esrisites/en-us/media/legal/scorm-lms/scorm-terms-and-conditions.pdf
b. Esri Academy LMS Integration Subscription, specific terms of use incorporated by reference are found at https://www.esri.com/content/dam/esrisites/en-us/media/legal/scorm-lms/lms-terms-and-conditions.pdf

**5.0 ADVANTAGE PROGRAM**

**5.1 Definitions.** The following definitions supplement the definitions provided in Attachment A:

a. **"Activity Description"** means a mutually agreed upon written statement that confirms the number of Learning and Services Credits that Esri estimates is required to perform an activity and authorizes Esri to begin work based on such estimate. The Activity Description serves as the Task Order for Services provided under the Advantage Program.
b. **"Advantage Program"** means either Advantage Program, as described at www.esri.com/services/eeap/components, or the Advantage Program for Partners, as described at www.esri.com/partners/bpap/components.
c. **"Authorized Contact"** means Customer's point of contact for the Advantage Program identified below.
d. **"Learning and Services Credits"** means a contracted unit of exchange that Customer may use to acquire Professional Services, Training, PSS, Esri Managed Cloud Services, or related travel expenses as described below.
e. **"Premium Support Services"** or **"PSS"** means a prioritized incident management and technical support program further described at https://support.esri.com/en/support/premium.
f. **"Advisor"** means an Esri consultant assigned to work with Customer to provide Professional Services such as advising Customer on GIS strategies, facilitating annual planning, and developing and coordinating a collaborative work plan under the Advantage Program.

**5.2 Advantage Program Description.** The Advantage Program is provided on an order-by-order, annual subscription basis and provides strategy and planning support in addition to a menu of items including

Professional Services, Training, PSS, and Esri Managed Cloud Services that Customer can select to best meet its needs with guidance from Advisor. The Advantage Program may change from time to time. The Advantage Program includes the following:

a. **Advisor.** Customer will receive up to the number of Advisor hours ordered. Customer may elect to retain additional Advisor hours for a supplemental price.
b. **Annual Planning Meeting.** A 1-day annual planning meeting is included.
c. **Work Plan.** A collaboratively developed document is designed to drive the program's implementation through definition of Customer's GIS vision, goals, and objectives.
d. **Learning and Services Credits.** Customer will receive the number of Learning and Services Credits ordered. Customer may use the credits toward any combination of Professional Services, Training, PSS, Esri Managed Cloud Services, or related travel expenses. Customer may order, for an additional price, additional Learning and Services Credits. Learning and Services Credits may be exchanged as described at the applicable Advantage Program website. Esri will provide a monthly report outlining usage of Learning and Services Credits to date to the Authorized Contact.
e. **Technology Webcasts.** Esri will provide an email invitation to the Authorized Contact for webcasts presenting business and technical information related to enterprise GIS.
f. **No Project Services.** The Advantage Program is not designed for Esri to provide project-specific Professional Services such as custom application or database development for solutions or applications. Esri will not provide these types of Professional Services under the Advantage Program and does not warrant that Deliverables provided under an Advantage Program will comply with Specifications.

**5.3 Authorized Contact Information.** Customer identifies the following person as its initial Authorized Contact.

**(to be completed by Customer):**

Contact Name: _____
Address: _____
City, State, ZIP: _____
_____
Email: _____
Telephone: _____
Fax: _____

**5.4 Current on Maintenance.** Customer must remain current on standard Software Maintenance during the Advantage Program term.

**5.5 Authorization of Learning and Services Credits Use.** Customer will contact its account manager or Advisor to consume Learning and Services Credits for a particular request. Esri will submit an Activity Description by email to Customer for confirmation and authorization to use Learning and Services Credits. Customer may authorize the consumption of Learning and Services Credits by submitting an email. Esri will begin work and deduct the estimated credit amount stated in the Activity Description from the unused Learning and Services Credits available.

**5.6 Activity Descriptions for Esri Managed Cloud Services.** The Activity Description for Esri Managed Cloud Services orders must include the following:

a. **The Esri Managed Cloud Services Term.** The time period in which Esri provides the Esri Managed Cloud Services to Customer. The Esri Managed Cloud Services term does not begin until setup and deployment of the data and application are complete.
b. **Targeted System Availability.** The minimum percentage of time that Customer has external access to the application and associated Customer Content through the Internet. Examples of supported levels of system availability are 95 percent, 99 percent, and 99.9 percent. Not all Esri Managed Cloud Services offerings include a Targeted System Availability.
c. **Number of Anticipated Requests.** A The number of requests made by an end user through a client (e.g., desktop computer, web application, mobile device) and sent to a server(s) that is set up in the Esri Managed Cloud Services Environment by Esri and performs computational tasks on behalf of the end user. An example

of a common request used in a GIS is a map request. A map request is made every time a user pans, zooms, or queries a map service.

d. **Amount of Data Storage.** The storage capacity required to retain digital data, which is to be used and consumed in Customer GIS applications or Cloud Services.
e. **Learning and Services Credits Consumption.** The price for the Esri Managed Cloud Services in Learning and Services Credits.

The Data storage location may be defined in the Activity Description.

**5.7 Travel and Per Diem Expenses.** Any Esri travel and per diem expenses will be quoted separately. Travel expenses will include a 15 percent burden, and meal per diem will be determined in accordance with the full daily limits specified on the government Defense Travel website at Defense Travel website at https://www.defensetravel.dod.mil/site/perdiemCalc.cfm. Customer will use Learning and Services Credits for travel and per diem expenses.

**5.8 Notification of Consumed Credits.** Esri will notify Customer if the authorized Learning and Services Credits are consumed prior to completion of the requested work. Customer may elect to direct the use of additional Learning and Services Credits, if available; procure additional Learning and Services Credits; or notify Esri to stop work on such requested work. Esri reserves the right to stop work if Customer has consumed all its Learning and Services Credits.

**5.9 Review of Proposed Activities.** Any activities proposed to be completed under the Advantage Program will be subject to Esri's review and approval to ensure alignment with the intent of the program.

**5.10 Invoicing.**

a. Esri shall invoice Customer as quoted for the Advantage Program subscription, additional Learning and Services Credits, or Advisor services upon receipt of Customer's order. Subsequently, Esri will invoice annually at least 30 days in advance of the Advantage Program subscription expiration date. Esri will extend the Advantage Program subscription for a subsequent annual term upon receipt of Customer's payment of the renewal invoice. Esri will invoice fees for additional Learning and Services Credits or Advisor services upon receipt of Customer's order.
b. Pricing for program renewals and new or additional Services will be in accordance with Esri's standard pricing at the time of purchase or renewal.

**5.11 Termination and Expiration.** Upon termination or expiration of an Advantage Program subscription:

a. Services will end as of the expiration or termination date stated; and
b. Unless either party terminates the Advantage Program subscription for cause, Customer may apply any unused Learning and Services Credits toward any Professional Services, Training, PSS, or related travel expenses that are scheduled as of the termination or expiration date, provided that the Learning and Services Credits are used within 3 months after the termination or expiration date. Any other unused Learning and Services Credits will expire 30 days after the expiration or termination date; if Customer renews the Advantage Program subscription within this time period, any unused Learning and Services Credits will remain valid for up to 2 years from the purchase date or termination of this Agreement, whichever comes first.

## ATTACHMENT A
## GLOSSARY OF TERMS

The following glossary of terms applies to all Esri Offerings and Services that Esri may provide to its customers. Certain Esri Offerings or Services may not be within the scope of this Agreement. Please disregard any terms that are not applicable to Esri Offerings or Services offered under this Agreement.

**"Affiliate"** means any entity that directly or indirectly (i) Controls; (ii) is Controlled by; or (iii) is under common Control with a party, where "Control" means having more than 50 percent of the voting stock or other voting interest in the Controlled entity.

**"API"** means application programming interface.

**"ArcGIS Website"** means www.arcgis.com and any related or successor websites.

**"Authorization Code(s)"** means any key, authorization number, enablement code, login credential, activation code, token, user name and password, or other mechanism required for use of Esri Offerings.

**"Beta"** means any alpha, beta, or other prerelease version of a Product.

**"Cloud Services"** means Esri Managed Cloud Services.

**"Content"** means data, images, photographs, animations, video, audio, text, maps, databases, data models, spreadsheets, user interfaces, graphics components, icons, software, and other resources used in connection with Esri Offerings and Services.

**"Control"** means having more than 50 percent of the voting stock or other voting interest in the Controlled entity.

**"Customer Content"** means any Content that Customer provides, uses, or develops in connection with Customer's use of Esri Offerings or Services, including Value-Added Applications. Customer Content excludes any feedback, suggestions, or requests for improvements that Customer provides to Esri.

**"Data"** means any commercially available digital dataset(s) including, but not limited to, geographic vector data, raster data reports, or associated tabular attributes that Esri bundles with other Esri Offerings or delivers independently.

**"Deliverables"** means anything that Esri delivers to Customer as a result of performance of Professional Services.

**"Documentation"** means all user reference documentation that Esri provides with a Deliverable or an Esri Offering.

**"Esri Managed Cloud Services"** means a Customer-specific cloud infrastructure, Software, Data, and network platform that Esri hosts, manages, and makes available to Customer or Customer's end users via the Internet.

**"Esri Offering(s)"** means Training or Professional Services that Esri provides directly to Customer, including Deliverables and Training Materials. Esri Offerings exclude Services and Third-Party Content.

**"GIS"** means geographic information system.

**"Maintenance"** means a subscription program that Esri provides and that entitles Customer to Product updates and other benefits such as access to technical support and self-paced, web-based learning resources.

**"Malicious Code"** means software viruses; worms; time bombs; Trojan horses; or any other computer code, files, denial of service, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment.

**“Online Services”** means any commercially available, Internet-based geospatial system that Esri provides, including applications and associated APIs for storing, managing, publishing, and using maps, data, and other information. Online Services exclude Data and Content.

**“Ordering Document(s)”** means a sales quotation, purchase order, proposal, Task Order, or other document identifying Esri Offerings, updates, or Services that Customer orders.

**“Perpetual License”** means a license to use a version of the Esri Offering for which applicable license fees have been paid, indefinitely, unless terminated by Esri or Customer as authorized under this Agreement.

**“Product(s)”** means Software, Data, and Online Services.

**“Professional Services”** means any development or consulting services that Esri provides to Customer.

**“Sample(s)”** means sample code, sample applications, add-ons, or sample extensions of Products.

**“Service(s)”** means Esri Managed Cloud Services, Training, or Professional Services directly to Customer, then Services also include Esri Managed Cloud Services, Training, and Professional Services.

**“Software”** means any proprietary commercial off-the-shelf software, excluding Data, accessed or downloaded from an Esri-authorized website or that Esri delivers on any media in any format including backups, updates, service packs, patches, hot fixes, or permitted merged copies.

**“Specification(s)”** means (i) the scope of work set forth in any Activity Description, or (ii) Esri’s published course descriptions for Training.

**“Subscription”** means a license for use of an Esri Offering for a limited time period or a right to receive Services for a limited time period.

**“Task Order(s)”** means an Ordering Document for Services.

**“Term License”** means a license for use of an Esri Offering for a limited time period (“**Term**”).

**“Third-Party Content”** means any Content that Customer may obtain from a third-party website or that persons other than Esri employees, suppliers, or contractors may directly contribute to Esri’s website.

**“Training”** means (i) Product training or (ii) related training that Esri provides under this Agreement.

**“Training Materials”** means digital or printed Content required to complete Training, which may include, but is not limited to, workbooks, data, concepts, exercises, assessments, and exams.

**“Value-Added Application(s)”** means an application developed by Customer for use in conjunction with the authorized use of any Software, Data, or Online Services.

## ATTACHMENT B
## GENERAL TERMS AND CONDITIONS

The following general terms and conditions apply to all Esri Offerings and Services that Esri may offer to its customers. Certain Esri Offerings or Services may not be available under this Agreement. Please disregard any terms that are not applicable to Esri Offerings or Services offered under this Agreement.

### ARTICLE B.1—GENERAL USE RESTRICTIONS

Except as expressly permitted in this Agreement, Customer will not

a. Sell, rent, lease, sublicense, distribute, lend, time-share, or assign Services or Esri Offerings;
b. Distribute or provide direct access to Services or Esri Offerings to third parties, in whole or in part, including, but not limited to, extensions, components, or Dynamic Link Libraries;
c. Distribute Authorization Codes to third parties;
d. Reverse engineer, decompile, or disassemble any Product or Deliverable delivered in compiled form;
e. Make any attempt to circumvent the technological measure(s) that controls access to or use of Esri Offerings;
f. Store, cache, use, upload, distribute, or sublicense Content or otherwise use Esri Offerings in violation of Esri's or a third-party's rights, including intellectual property rights, privacy rights, nondiscrimination laws, export laws, or any other applicable law or regulation;
g. Remove or obscure any Esri or its licensors' patent, copyright, trademark, proprietary rights notices, or legends contained in or affixed to any Esri Offerings, output, metadata file, or online or hard-copy attribution page of any Data or Documentation;
h. Unbundle or independently use individual or component parts of Esri Offerings;
i. Incorporate any portion of Esri Offerings into a product or service for third-party use that competes with the Esri Offerings;
j. Publish or in any other way communicate the results of benchmark tests run on Beta Products without the prior written permission of Esri and its licensors; or
k. Use, incorporate, modify, distribute, provide access to, or combine any Esri Offerings in a manner that would subject any Esri Offering to open-source or open-database license terms (e.g. GPL) that require any part of the Esri Offering to be subject to additional terms, for example

    1. Disclosed in source code form to third parties;
    2. Licensed to third parties for the purpose of making derivative works; or
    3. Redistributable to third parties at no charge; or

l. Generate revenue by providing access to Software or Online Services through a Value-Added Application.

These restrictions will not apply to the extent that they conflict with applicable law or regulation.

### ARTICLE B.2—TERM AND TERMINATION

**B.2.1** Customer may terminate this Agreement or any Esri Offerings license or subscription at any time upon written notice to Esri. Termination without cause does not entitle Customer to receive any refund of fees paid. Any right to terminate pending Services engagements for convenience is set forth in the applicable section in the body of this Agreement. Either party may terminate this Agreement or any license or subscription for a material breach that is not cured within 30 days of written notice to the breaching party. Upon any termination of this Agreement for breach, Esri will stop providing Services. Any licenses in Esri Offerings that survive termination of this Agreement continue under the terms of this Agreement.

**B.2.2** If Esri terminates this Agreement following Customer's breach, then Esri may also, at its election, terminate Customer's licenses or subscriptions to Esri Offerings. If Customer terminates this Agreement for cause or convenience, then Customer may, at its election, also terminate Customer's licenses or subscriptions to Esri Offerings.

**B.2.3** Upon any termination or expiration of a license or subscription, Customer will

a. Stop accessing and using the terminated or expired Esri Offerings;
b. Clear any client-side data cache derived from the terminated or expired Cloud Services; and
c. Stop using and uninstall, remove, and destroy all copies of the terminated or expired Esri Offerings in Customer's possession or control, including any modified or merged portions thereof, in any form, and execute and deliver evidence of such actions to Esri or its authorized distributor.

Esri may stop performing Services immediately upon written notice to Customer if a bankruptcy or insolvency proceeding is commenced by or against Customer until the trustee cures any existing defaults and provides adequate assurance of future performance under this Agreement. This Agreement terminates upon the insolvency, liquidation, or dissolution of either party.

**ARTICLE B.3—LIMITED WARRANTIES AND DISCLAIMERS**

**B.3.1 Limited Warranties.** Except as disclaimed below, Esri warrants to Customer that (i) Products and Training will substantially comply with the applicable Specifications and (ii) Services will substantially conform to the professional and technical standards of the industry. The warranty period for Esri Offerings offered under a Perpetual License and for Services runs for 90 days from the date of delivery or from the date of acceptance if this Agreement provides an acceptance period. The warranty period for Esri Offerings offered under a subscription or Term License basis runs for the lesser of (i) the duration of the subscription or term or (ii) 90 days from delivery or acceptance if this Agreement provides an acceptance period.

**B.3.2 Special Disclaimer. Third-Party Content; Data; Samples; hot fixes; patches; updates; Online Services provided at no charge; and trial, evaluation, and Beta Products are delivered "as is" and without warranty of any kind.**

**B.3.3 General Disclaimer. Except for the express limited warranties set forth in this Agreement, Esri disclaims all other warranties or conditions of any kind, whether express or implied, including, but not limited to, warranties or conditions of merchantability, fitness for a particular purpose, and noninfringement of intellectual property rights. Esri is not responsible for any nonconformities with Specifications or loss, deletion, modification, or disclosure of Customer Content caused by Customer's modification of any Esri Offering other than as specified in the Documentation. Esri does not warrant that Esri Offerings, or Customer's operation of the same, will be uninterrupted, error free, fault tolerant, or fail-safe or that all nonconformities can or will be corrected, or will result in Customer's compliance with any applicable law. Esri Offerings are not designed, manufactured, or intended for use in environments or applications that may lead to death, personal injury, or physical property or environmental damage. Customer should not follow any navigational route suggestions that appear to be hazardous, unsafe, or illegal. Any such uses will be at Customer's own risk and cost.**

**B.3.4 Disclaimers.**

**a. Internet Disclaimer. Neither party will be liable for damages under any theory of law related to the performance or discontinuance of operation of the Internet or to regulation of the Internet that might restrict or prohibit the operation of Cloud Services.**
**b. Third-Party Websites; Third-Party Content. Esri is not responsible for any third-party website or Third-Party Content that appears in or is referenced by Esri Offerings or Esri websites, including www.esri.com, developers.arcgis.com, livingatlas.arcgis.com and www.arcgis.com. Providing links to third-party websites and resources does not imply an endorsement, affiliation, or sponsorship of any kind.**
**c. Artificial Intelligence (AI)/Machine Learning (ML) Disclaimer. As specified in the Documentation, certain Esri Offerings may integrate third-party AI/ML software libraries and third-party or Esri created pre-trained AI/ML models for various tasks including, but not limited to, object detection, image obfuscation, image classification, or text or speech recognition. Customer may use these capabilities at its option and such AI/ML capabilities are delivered "as is" and without warranty of any kind. In certain cases, the Esri Offering may provide Customers the ability to configure their own custom**

**AI/ML models to meet Customer's unique requirements, which except for the express warranties contained in this Agreement, shall be at Customer's own risk.**

**B.3.5 Exclusive Remedy.** Customer's exclusive remedy and Esri's entire liability for breach of the limited warranties in this section will be to replace any defective media and to (i) repair, correct, or provide a workaround for the applicable Esri Offering or Services or (ii) at Esri's election, terminate Customer's right to use and refund the fees paid for Esri Offerings or Services that do not meet Esri's limited warranties.

**ARTICLE B.4—LIMITATION OF LIABILITY**

**B.4.1 Disclaimer of Liability.**

**(a) Neither Customer, Esri, nor any Esri authorized distributor or third party licensor will be liable for any indirect, special, incidental, or consequential damages; lost profits; lost sales; loss of goodwill; or costs of procurement of substitute goods or services.**
**(b) Neither Customer, Esri nor any Esri authorized distributor or third-party licensor will be liable for any direct damages exceeding the applicable license fees, or current subscription fees, or Services fees paid or owed to Esri during the twelve (12) month period prior to the date upon which the related claim arose.**

**B.4.2** The limitations and exclusions of liability in the preceding paragraph do not apply to Customer's infringement, misuse, or misappropriation of Esri's or Esri's licensors' intellectual property rights, either party's indemnification obligations, gross negligence, willful misconduct, or violations of the Export Compliance clause of this Agreement.

**B.4.3 Applicability of Disclaimers and Limitations.** Esri or its authorized distributor has set its fees and entered into this Agreement in reliance on the disclaimers and limitations in this Agreement; the fees reflect an allocation of risk that is an essential basis of the bargain between the parties. **These limitations will apply whether or not a party is aware of the possibility of any damage and notwithstanding any failure of essential purpose of any exclusive, limited remedy.**

**B.4.4** The foregoing disclaimers, limitations, and exclusions may be invalid in some jurisdictions and apply only to the extent permitted by applicable law or regulation in Customer's jurisdiction. Customer may have additional rights that may not be waived or disclaimed. Esri does not seek to limit Customer's warranty or remedies to any extent not permitted by law.

**ARTICLE B.5—INDEMNIFICATIONS**

**B.5.1 Definitions.** The following definitions supplement the definitions provided in Attachment A:

a. **"Claim"** means any claim, action, or demand by a third party.
b. **"Indemnitees"** means Customer and its directors, officers, and employees.
c. **"Infringement Claim(s)"** means any Claim alleging that Customer's use of or access to any Esri Offering or Service infringes a patent, copyright, trademark, or trade secret.
d. **"Loss(es)"** means expenditure, damage award, settlement amount, cost, or expense, including awarded attorneys' fees.

**B.5.2 Infringement Indemnity.**

a. Esri will defend, hold all Indemnitees harmless from, and indemnify any Loss arising out of an Infringement Claim.
b. If Esri determines that an Infringement Claim is valid, Esri may, at its expense, either (i) obtain rights for Customer to continue using the Esri Offerings or Services or (ii) modify the Esri Offerings or Services while maintaining substantially similar functionality. If neither alternative is commercially reasonable, Esri may terminate Customer's right to use the Esri Offerings or Services and will refund any (a) license fees that Customer paid for the infringing Esri Offerings or Services acquired under a Perpetual License, prorated on a 5-year, straight-line depreciation basis beginning from the initial date of delivery or (b) unused portion of fees paid for Term Licenses, subscriptions, and Maintenance.

c. Esri has no obligation to defend an Infringement Claim or to indemnify Customer to the extent the Infringement Claim arises out of (i) the combination or integration of Esri Offerings or Services with a product, process, system, or element that Esri has not supplied or specified in the Specification; (ii) alteration of Esri Offerings or Services by anyone other than Esri or its subcontractors; (iii) compliance with Customer's specifications; or (iv) use of Esri Offerings or Services after Esri either provides a modified version to avoid infringement or terminates Customer's right to use the Esri Offerings or Services.

**B.5.3 General Indemnity.** Esri will defend and hold all Indemnitees harmless from, and indemnify any Loss arising out of, any Claim for bodily injury, death, or tangible or real property damage brought against any of the Indemnitees to the extent arising from any negligent act or omission or willful misconduct by Esri or its directors, officers, employees, or agents performing Services while on Customer's site.

**B.5.4 Conditions for Indemnification.** As conditions for indemnification, Indemnitee will (i) promptly notify Esri in writing of the Claim, (ii) provide all available documents describing the Claim, (iii) give Esri sole control of the defense of any action and negotiation related to the defense or settlement of any Claim, and (iv) reasonably cooperate in the defense of the Claim at Esri's request and expense.

**B.5.5 This section sets forth the entire obligation of Esri, its authorized distributor, and its third party licensors regarding any Claim for which Esri must indemnify Customer.**

**ARTICLE B.6—INSURANCE**

If Esri is providing Services, Esri will carry, at a minimum, the following coverage:

a. Comprehensive general liability or commercial general liability with a minimum coverage of $1,000,000.00 (US dollars) combined single limit per occurrence for bodily injury, including death, and property damage liability to include the following:

    1. Premises and operations;
    2. Blanket contractual liability;
    3. Broad form property damage;
    4. Independent contractors;
    5. Personal injury, with employee exclusion deleted; and
    6. Completed operations.

b. Workers' compensation insurance, with waiver of subrogation, in an amount that complies with statutory limits.

**ARTICLE B.7—SECURITY AND COMPLIANCE**

**B.7.1 Security.** Esri publishes its security capabilities at https://trust.arcgis.com. Customer may give Esri personnel access to Customer systems or to Customer or third-party personal information, controlled information, or sensitive data if access is essential for Esri's performance of Services and if Esri expressly agrees to such access. Esri will use reasonable administrative, technical, and physical safeguards to protect such data and guard against unauthorized access. Customer bears responsibility to (i) confirm that Esri's published security and privacy controls meet all applicable legal requirements for protection of Customer Content and (ii) upload or share Customer Content through Cloud Services only when it is legal to do so. Esri is not responsible to review Customer Content to ensure compliance with applicable laws and regulations. Customer must contact Esri at securesupport@esri.com for further instruction before providing any Customer Content that requires security measures other than Esri's published security capabilities.

**B.7.2 Malicious Code.** Esri will use commercially reasonable efforts to ensure that Esri Offerings will not transmit any Malicious Code to Customer. Esri is not responsible for Malicious Code that Customer introduces to Esri Offerings or that is introduced through Third-Party Content.

**B.7.3 Export Compliance.** Each party will comply with all applicable export and trade sanctions laws and regulations, including the US Department of Commerce's Export Administration Regulations (EAR), the US Department of State's International Traffic in Arms Regulations (ITAR), the US Department of Treasury, Office of Foreign Assets Control (OFAC) Regulations, and other applicable export laws. Customer will not export, reexport,

transfer, release, or otherwise dispose of, in whole or in part, or permit access to or transfer or use of Services or Esri Offerings to any United States embargoed countries currently including Iran, Syria, North Korea, Cuba, Russia, Belarus, Crimea region of Ukraine, the Donetsk People's Republic (DNR) and Luhansk People's Republic (LNR), or denied entities or persons except in accordance with all then-current applicable US government export laws and regulations. Customer will not export, reexport, transfer, or use Services or Esri Offerings for certain missile, nuclear, chemical, or biological activities or end uses without proper authorization from the US government. Customer shall immediately notify Esri in writing if any US government entity or agency denies, suspends, or revokes Customer's export privileges. Customer will not upload, store, or process in Cloud Services any Customer Content that (i) has an Export Control Classification Number (ECCN) other than EAR99 or (ii) is controlled for export from the United States under ITAR or (iii) is subject to the EAR where the cloud host is on the US government's Specially Designated Nationals List, Denied Entity List, Unverified List or Denied Parties List or any other US government restricted list. Customer will notify Esri in advance if Esri's performance of any Services or provision of any Esri Offerings is related to any defense article, defense service, or technical data, as defined under the ITAR Sections 120.31, 120.32, and 120.33, respectively; Esri will not perform any such Services or provide any such Esri Offerings until Esri obtains any necessary export license from the US government. Customer will reasonably assist Esri in applying for and obtaining an export license if needed.

**B.7.4 Privacy.** Esri will process personal data according to the terms of the Data Processing Addendum available at https://www.esri.com/en-us/privacy/overview.

**ARTICLE B.8—CLOUD SERVICES**

**B.8.1 Prohibited Uses.** Customer shall not provide Customer Content or otherwise access or use Cloud Services in a manner that

a. Creates or transmits spam, spoofings, or phishing email or offensive, hate-related or defamatory material; or stalks or makes threats of physical harm;
b. Stores or transmits any Malicious Code;
c. Violates any law or regulation;
d. Infringes or misappropriates the rights of any third party;
e. Probes, scans, or tests the vulnerability of Cloud Services or breach any security or authentication measures used by Cloud Services without written approval from Esri's Product Security Officer; or
f. Benchmarks the availability, performance, or functionality of Cloud Services.

**B.8.2 Service Interruption.** System failures or other events beyond Esri's reasonable control may interrupt Customer's access to Cloud Services. Esri may not be able to provide advance notice of such interruptions.

**B.8.3 Customer Content.**

a. Customer grants Esri and its subcontractors a nonexclusive, nontransferable, worldwide right to host, run, modify, and reproduce Customer Content as needed to provide Cloud Services to Customer. Esri will not access, use, or disclose Customer Content without Customer's written permission except as reasonably necessary to support Customer's use of Cloud Services. Except for the limited rights granted to Esri under this Agreement, Customer retains all its rights, title, and interest in the Customer Content.
b. If Customer accesses Cloud Services with an application provided by a third party, Esri may disclose Customer Content to such third party as necessary to enable interoperation between the application, Cloud Services, and Customer Content.
c. Esri may disclose Customer Content if required to do so by law or regulation or by order of a court or other government body, in which case Esri will reasonably attempt to limit the scope of disclosure.
d. When Customer's use of Cloud Services ends, Esri will either

    1. Make Customer Content available to Customer for download for a period of 30 days unless Customer requests a shorter window of availability or Esri is legally prohibited from doing so; or
    2. Download all Customer Content in Esri's possession to a medium of Customer's choosing and deliver such Customer Content to Customer.

Esri will have no further obligations to store or return Customer Content at the conclusion of the Cloud Services.

**B.8.4 Removal of Customer Content.** Esri may remove or delete Customer Content if there is reason to believe that uploading Customer Content to or using it with Cloud Services materially violates this Agreement. If reasonable under these circumstances, Esri will notify Customer before removing Customer Content. Esri will respond to any Digital Millennium Copyright Act takedown notices in accordance with Esri's copyright policy, available at www.esri.com/legal/dmca_policy.

**B.8.5 Service Suspension.** Esri may suspend access to Cloud Services (i) if Customer materially breaches this Agreement and fails to timely cure the breach; (ii) if Esri reasonably believes that Customer's use of Cloud Services will subject Esri to immediate liability or adversely affect the integrity, functionality, or usability of the Cloud Services; (iii) for scheduled maintenance; (iv) to enjoin a threat or attack on Cloud Services; or (v) if Cloud Services become prohibited by law or regulated to a degree that continuing to provide them would impose a commercial hardship. When feasible, Esri will notify Customer of any Cloud Services suspension beforehand and give Customer reasonable opportunity to take remedial action.

Esri is not responsible for any damages, liabilities, or losses that may result from any interruption or suspension of Cloud Services or removal of Customer Content as described above.

**B.8.6 Notice to Esri.** Customer will promptly notify Esri if Customer becomes aware of any unauthorized use of Customer's subscription or any other breach of security regarding Cloud Services.

**ARTICLE B.9—GENERAL PROVISIONS**

**B.9.1 Payment.** Customer will pay each correct invoice no later than 30 days after receipt and will remit payment to the address stated on the invoice. Customers outside the United States will pay the authorized distributor's invoices in accordance with the authorized distributor's payment terms.

**B.9.2 Feedback.** Esri may freely use any feedback, suggestions, or requests for Product improvement that Customer provides to Esri.

**B.9.3 Patents.** Customer may not seek, and may not permit any other user to seek, a patent or similar right worldwide that is based on or incorporates any Products. This express prohibition on patenting will not apply to Customer's software and technology except to the extent that Products, or any portion thereof, are part of any claim or preferred embodiment in a patent application or a similar application.

**B.9.4 Reserved.**

**B.9.5 Taxes and Fees; Shipping Charges.** Pricing of Esri Offerings and Services that Esri quotes to Customer is exclusive of any and all applicable taxes or fees including, but not limited to, sales tax, use tax, or value-added tax (VAT); customs, duties, or tariffs; shipping and handling charges; and vendor enrollment fees. Esri will add any fees that it is required to pay to the total amount of its invoice to Customer. Esri may include estimated taxes and shipping and handling charges in its quotations but may adjust these fees on invoicing. For Customers outside the United States, the authorized distributor may quote taxes or fees in accordance with its own policies.

**B.9.6 Compliance Review.** Customer will keep accurate and complete records and accounts pertaining to its compliance with its obligations under this Agreement. Esri or its authorized distributor may conduct a compliance review of these records and accounts with no less than 14 business days' written notice or may appoint an independent third party to conduct such a compliance review on its behalf. Customer will promptly correct any noncompliance identified during the compliance review. Neither Esri nor Esri's authorized distributor may conduct a compliance review of Customer within 12 months after the conclusion of any prior compliance review that does not reveal any material Customer noncompliance.

**B.9.7 No Implied Waivers.** The failure of either party to enforce any provision of this Agreement is not a waiver of the provisions or of the right of such party thereafter to enforce that or any other provision.

**B.9.8 Severability.** If any provision of this Agreement is held to be unenforceable for any reason, (i) such provision will be reformed only to the extent necessary to make the intent of the language enforceable, and (ii) all other provisions of this Agreement will remain in effect.

**B.9.9 Successor and Assigns.** Customer will not assign, sublicense, or transfer Customer's rights or delegate Customer's obligations under this Agreement without Esri's and its authorized distributor's prior written consent, and any attempt to do so without consent will be void. This Agreement will be binding on the respective successors and assigns of the parties to this Agreement. Notwithstanding, a contractor under contract to the government to deliver Products may assign this Agreement and Products acquired for delivery to its government customer upon written notice to Esri, provided the government customer assents to the terms of this Agreement. Upon mutual agreement, Esri's Affiliates may provide Services under the terms of this Agreement; in such cases, the Ordering Documents will identify the Affiliate as the party that provides the Services. Esri's authorized distributors are not Affiliates of Esri.

**B.9.10 Survival of Terms.** The Glossary of Terms and provisions of the following Articles of these General Terms and Conditions will survive the expiration or termination of this Agreement: "Limited Warranties and Disclaimers," "Limitation of Liability," "Indemnifications," and "General Provisions."

**B.9.11 US Government Customer.** The Products are commercial items, developed at private expense, provided to Customer under this Agreement. If Customer is a US government entity or US government contractor, Esri licenses or provides subscriptions to Customer in accordance with this Agreement under FAR Subparts 12.211/12.212 or DFARS Subpart 227.7202. Esri Data and Online Services are licensed or subscribed under the same DFARS Subpart 227.7202 policy as commercial computer software for acquisitions made under DFARS. Products are subject to restrictions, and this Agreement strictly governs Customer's use, modification, performance, reproduction, release, display, or disclosure of Products. Agreement provisions that are inconsistent with federal law regulation will not apply. A US government Customer may transfer Software to any of its facilities to which it transfers the computer(s) on which it has installed such Software. If any court, arbitrator, or board holds that a US government Customer has greater rights to any portion of Products under applicable public procurement law, such rights will extend only to the portions affected.

**B.9.12 Governing Law.** This Agreement is not subject to the United Nations Convention on Contracts for the International Sale of Goods.

a. **Government Entities.** If Customer is a government entity, the applicable laws of Customer's jurisdiction govern this Agreement.
b. **Nongovernment Entities.** US federal law and the law of the State of California exclusively govern this Agreement, excluding their respective choice of law principles.

**B.9.13 Dispute Resolution.** The parties will use the following dispute resolution processes:

a. **Equitable Relief.** Either party will have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction without the requirement of posting a bond or proving injury as a condition for relief.
b. **US Government Agencies.** This Agreement is subject to the Contract Disputes Act of 1978, as amended (41 USC 601–613).
c. **Other Government Entities.** Esri will comply with mandatory dispute resolutions under applicable law.
d. **Arbitration.** Except as noted above, the parties will submit to binding arbitration to resolve any dispute arising out of or relating to this Agreement that cannot be settled through negotiation. If Customer is in the United States or one of its territories or outlying areas, the Commercial Arbitration Rules of the American Arbitration Association will govern the arbitration proceedings. If Customer is outside the United States, the Rules of Arbitration of the International Chamber of Commerce will govern the proceedings. The parties will select a single arbitrator in accordance with the applicable arbitration rules. The language of the arbitration will be English. Arbitration will be at an agreed-upon location. Either party will, at the request of the other, make available documents or witnesses relevant to the major aspects of the dispute.

**B.9.14 Force Majeure.** A party will not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond the party's reasonable control. Such causes may

include, but are not limited to, acts of God, war, strikes, labor disputes, cyber attacks, laws, regulations, government orders, or any other force majeure event.

**B.9.15 Independent Contractor.** Esri is and at all times will be an independent contractor. Nothing in this Agreement creates an employer/employee, principal/agent, or joint venture relationship between Esri or its authorized distributor and Customer. No party has any authority to enter into contracts on behalf of another party or otherwise act on behalf of another party.

**B.9.16 Notice.** Customer may send notices required under this Agreement to Esri at the following address:

Environmental Systems Research Institute, Inc.
Attn.: Contracts and Legal Department
380 New York Street
Redlands, CA 92373-8100
USA
Tel.: 909-793-2853
Email: LegalNotices@esri.com

# Quotation # Q-549275

**Date:** May 22, 2025

**Environmental Systems Research Institute, Inc.**
**380 New York St**
**Redlands, CA 92373-8100**
**Phone: (909) 793-2853**
**DUNS Number: 06-313-4175 CAGE Code: 0AMS3**

**Customer # 470255 Contract # ENTERPRISE AGREEMENT**

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

***To expedite your order, please attach a copy of this quotation to your purchase order.***
***Quote is valid from: 5/22/2025 To: 8/20/2025***

ATTENTION: Bill Reynolds
PHONE: (816) 325-7727
EMAIL: bhreynolds@indepmo.org

| Material | Qty | Term | Unit Price | Total |
|---|---|---|---|---|
| 168180 | 1 | Year 1 | $82,500.00 | $82,500.00 |

Populations of 100,001 to 125,000 Small Government Enterprise Agreement Annual Subscription (Legacy)

| | |
|---|---|
| Subtotal: | $82,500.00 |
| Sales Tax: | $0.00 |
| Estimated Shipping and Handling (2 Day Delivery): | $0.00 |
| Contract Price Adjust: | $0.00 |
| Total: | $82,500.00 |

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

| For questions contact: | Email: | Phone: |
|---|---|---|
| Emilio Pinero | epinero@esri.com | (909) 793-2853 |

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 https://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 https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance or a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US 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 https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US 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 for customers located in the USA.

# Quotation # Q-549275

**Date:** May 22, 2025

**Environmental Systems Research Institute, Inc.**
**380 New York St**
**Redlands, CA 92373-8100**
**Phone: (909) 793-2853**
**DUNS Number: 06-313-4175 CAGE Code: 0AMS3**

**Customer # 470255 Contract # ENTERPRISE AGREEMENT**

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

***To expedite your order, please attach a copy of this quotation to your purchase order.***
***Quote is valid from: 5/22/2025 To: 8/20/2025***

ATTENTION: Bill Reynolds
PHONE: (816) 325-7727
EMAIL: bhreynolds@indepmo.org

---

**If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.**

**If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.**

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

**BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF $_____, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.**

**Please check one of the following:**

**___ I agree to pay any applicable sales tax.**

**___ I am tax exempt, please contact me if exempt information is not currently on file with Esri.**

_____ _____
**Signature of Authorized Representative** **Date**

_____
**Name (Please Print)**

_____
**Title**

---

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote 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 tax 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.

| **For questions contact:** | **Email:** | **Phone:** |
|---|---|---|
| Emilio Pinero | epinero@esri.com | (909) 793-2853 |

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 https://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 https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance or a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US 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 https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US 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 for customers located in the USA.

**Esri Use Only:**
Cust. Name _____
Cust. # _____
PO # _____
Esri Agreement # _____

# SMALL ENTERPRISE AGREEMENT
# COUNTY AND MUNICIPALITY GOVERNMENT
# (E214-4)

This Agreement is by and between the organization identified in the Quotation (**"Customer"**) and **Environmental Systems Research Institute, Inc.** (**"Esri"**).

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

## Table A
## List of Products

**Uncapped Quantities**

**Desktop Software and Extensions** (Single Use)
ArcGIS Desktop Advanced
ArcGIS Desktop Standard
ArcGIS Desktop Basic
ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

**Enterprise Software and Extensions**
ArcGIS Enterprise (Advanced and Standard)
ArcGIS Monitor
ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

**Enterprise Additional Capability Servers**
ArcGIS Image Server

**Developer Tools**
ArcGIS Runtime Standard
ArcGIS Runtime Analysis Extension

**Limited Quantities**
Two (2) ArcGIS CityEngine Single Use Licenses
500 ArcGIS Online Viewers
500 ArcGIS Online Creators
62,500 ArcGIS Online Service Credits
500 ArcGIS Enterprise Creators
7 ArcGIS Insights in ArcGIS Enterprise
7 ArcGIS Insights in ArcGIS Online
100 ArcGIS Location Sharing User Type Extension (Enterprise)
100 ArcGIS Location Sharing User Type Extension (Online)
15 ArcGIS Advanced Editing User Type Extension (Enterprise)

### OTHER BENEFITS

| | |
|---|---|
| Number of Esri User Conference registrations provided annually | **4** |
| Number of Tier 1 Help Desk individuals authorized to call Esri | **4** |
| Maximum number of sets of backup media, if requested* | **2** |
| Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement | |

*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

**Term of Agreement:** One (1) year, July 29, 2025 - July 28, 2026

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

City of Independence
(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

## CUSTOMER CONTACT INFORMATION

Contact: _____

Address: _____

City, State, Postal Code: _____

Country: _____

Quotation Number (if applicable): _____

Telephone: _____

Fax: _____

E-mail: _____

## 1.0—Additional Definitions

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

**"Case"** means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

**"Deploy", "Deployed" and "Deployment"** mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

**"Fee"** means the fee set forth in the Quotation.

**"Maintenance"** means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

**"Master Agreement"** means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at https://www.esri.com/en-us/legal/terms/full-master-agreement and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

**"Product(s)"** means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

**"Quotation"** means the offer letter and quotation provided separately to Customer.

**"Technical Support"** means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

**"Tier 1 Help Desk"** means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

**"Tier 1 Support"** means the Technical Support provided by the Tier 1 Help Desk.

**"Tier 2 Support"** means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

## 2.0—Additional Grant of License

**2.1 Grant of License.** Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

**2.2 Consultant Access.** Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

## 3.0—Term, Termination, and Expiration

**3.1 Term.** This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

**3.2 No Use upon Agreement Expiration or Termination.** All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

**3.3 Termination for a Material Breach.** Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

**3.4 Termination for Lack of Funds.** For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

**3.5 Follow-on Term.** If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

## 4.0—Product Updates

**4.1 Future Updates.** Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

**4.2 Product Life Cycle.** During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at https://support.esri.com/en/other-resources/product-life-cycle. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

## 5.0—Maintenance

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at https://www.esri.com/en-us/legal/terms/maintenance). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

### a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.

2. The Tier 1 Help Desk will be fully trained in the Products.

3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.

4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.

5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer’s organization.

6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

### b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.

2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.

3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.

5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

## 6.0—Endorsement and Publicity

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

## 7.0—Administrative Requirements

7.1 **OEM Licenses.** Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 **Annual Report of Deployments.** At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

## 8.0—Ordering, Administrative Procedures, Delivery, and Deployment

### 8.1 Orders, Delivery, and Deployment

a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

c. Esri's federal ID number is 95-2775-732.

d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 **Order Requirements.** Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.

b. The following information will be included in each Ordering Document:

(1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
(2) Order number
(3) Applicable annual payment due

## 9.0—Mergers, Acquisitions, or Divestitures

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

**9.1** If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.

**9.2** If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.

**9.3** This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

# City of Independence

AGENDA ITEM COVER SHEET

**Agenda Title:**
Council action is requested to expend $172,522.23 in purchase orders for fiscal year 2025-2026 to Azteca Systems, LLC, for Cityworks software licensing.

**Recommendations:**
Staff recommends approval of this item.

**Background:**
The annual software licensing renewal for Cityworks is due. 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 multiple 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 $172,522.23. Funding for Cityworks Licensing is included in the FY25/26 budget, page number 155, account number 0954220-5225, Internal Service Fund-Technology Services.

**Council Action:**

---

**Department / Contact** Technology Services /

---

**REVIEWERS**
Jason Newkirk
Melissa Cabrera
Jeremy Cover
Zachary Walker
Susanne Holland

**ATTACHMENTS:**

1. Azteca Quote

Azteca Systems, LLC - Cityworks
11075 S State St, Suite 24 | Sandy, UT 84070
801-523-2751 | Fax # 801-523-3734

| | |
|---|---|
| Quote Number | Q-39661-1 |
| Created Date | 5/8/2025 |

## Contact Information

| | | | |
|---|---|---|---|
| Contact Name: | Jason Newkirk | Prepared By Name: | Jenn Miya |
| Customer: | Independence (MO), City of | Prepared By Phone: | (801) 872-9528 |
| Contact Address: | 111 E. Maple Avenue<br>Inedependence, MO<br>64050 | Prepared By Email: | jennifer_miya@trimble.com |

## Quote Lines

| Product Name | Quantity | Net Unit Price |
|---|---|---|
| AMS ELA Premium | 1.00 | USD 128,660.65 |
| 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 |
| OpX Contracts | 1.00 | USD 0.00 |
| OpX Projects | 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 43,861.58 |

| Product Name | Quantity | Net Unit Price |
|---|---|---|
| Mobile Native Apps (iOS/Android) - PLL | 1.00 | USD 0.00 |
| eURL - PLL | 1.00 | USD 0.00 |
| Public Access - PLL | 1.00 | USD 0.00 |
| Cityworks Analytics - PLL | 1.00 | USD 0.00 |
| | **TOTAL:** | USD 172,522.23 |

Notes

| | | | |
|---|---|---|---|
| Year 1 Dollar Value | USD 172,522.23 | Year 1 Date Range | 8/1/2025 - 7/31/2026 |

**Maintenance Start Date:** 8/1/2025 **Maintenance End Date:** 7/31/2026

Quote Notes:

Price has increased to reflect adjustment from the previous year. This change will take effect on your next annual renewal.

**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 $114,251.76 in purchase orders for fiscal year 2025-2026 to AVI-SPL for the continuation of licensing and vendor support for the utility customer service call center telephone system.

**Recommendations:**

Council action to issue a purchase order to AVI-SPL

**Background:**

This purchase will continue licensing and vendor support for the Utilities Customer Service call center telephone system for one year. This system provides City staff with contact center tools that are used to provide support to utility customers.

The contract that this will be purchased off of is The Interlocal Purchasing System (TIPS) contract - TIPS 200904. Per section 8.06.004, Paragraph 4 of the City Code states that competitive bidding is not required when purchases are made through a cooperative contract established by a government purchasing entity or cooperative. The cooperative bids used will have been established pursuant to RSMo. 70.220 or generally accepted governmental purchasing practices through the competitive bidding process.

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 $114,251.76. Funding for Five9 call center software is included in the FY25-26 Budget, page number 156, account number 0954221-5225, Internal Service Fund-Voice and Data Systems.

**Council Action:**

---

**Department / Contact** Technology Services /

---

**REVIEWERS**

Jason Newkirk
Melissa Cabrera
Jeremy Cover
Zachary Walker
Susanne Holland

**ATTACHMENTS:**

1. Five9 - Quote

Proposal Prepared For:

## City of Independence

Jason Newkirk

AVI-SPL LLC

www.avispl.com

**Prepared By:** Fran Culbertson
fran.culbertson@avispl.com
913-543-7267


**Proposal No:** 484620
**Date:** 05/16/2025

**Confidential**

## Investment Summary - Proposal # 484620

### Terms and Conditions

This Proposal together with AVI-SPL's General Terms and Conditions and the applicable Addendum(a) located https://avispl.com/terms-of-use/ and incorporated herein by this reference (collectively the "Agreement") constitutes the entire agreement between AVI-SPL LLC ("Seller", "AVI-SPL", "we", "us", "our") and the buyer/customer identified in the Proposal ("Buyer", "Customer", "Client", "you", "your") with respect to its subject matter and supersedes all prior and contemporaneous agreements, representations and understandings of the Parties, written or oral. By signing below, issuing a valid purchase order for the Services and/or Products specified herein or receiving the Products and/or Services specified herein, whichever occurs first, Buyer acknowledges it has read and agrees to the terms of this Agreement. This Agreement shall not be binding upon Seller until accepted by Buyer as set forth in this Agreement and the earlier of Seller's confirmation in writing of Buyer's order and Seller's performance under the applicable Proposal. Any terms and conditions contained in Buyer's purchase order, or any other Buyer-provided documents related to this transaction shall have no effect and are hereby rejected. Notwithstanding anything herein to the contrary, if a master services agreement signed by both Parties is in effect covering the sale of the Services and/or Products that are the subject of this Proposal, the terms and conditions of said agreement shall prevail to the extent they conflict or are inconsistent with this Agreement.

### Billing Terms

**Payment terms are Net 30 Days from the date of invoice unless otherwise specified in the Proposal.**

Any support and maintenance services and remote managed services non-recurring charges outlined within this Proposal will be invoiced in full upon the earlier of customer's issuance of a purchase order and customer's signature below. Any on-site managed services and remote managed services monthly recurring charges outlined in this Proposal will be invoiced monthly. All fees and payments outlined in this Proposal are in US Dollars and all billing and payment shall be made in US Dollars.

**Link to AVI-SPL Terms and Conditions:** https://avispl.com/terms-of-use/

**Purchase orders should be addressed to AVI-SPL LLC**

☐ **Coverage in the amount of $114,251.76**

*** any and all applicable taxes will be included upon invoicing**

### Buyer Acceptance

Buyer Legal Entity: _____

Buyer Authorized Signature: _____

Buyer Authorized Signatory Name: _____

Buyer Authorized Signatory Title: _____

Date: _____

6301 Benjamin Road, Suite 101
Tampa, FL 33634
Tel. 866-708-5034
www.avispl.com

| | |
|---|---|
| Prepared By: | Fran Culbertson |
| Date Prepared: | 5/16/2025 |
| Proposal #: | 484620 |
| Proposal Valid Until: | 6/15/2025 |
| Location: | 223 N Memorial Dr<br>Independence, MO 64050 |

| Line# | Description | Qty. | Part No. | Unit Price | Extended Price |
|---|---|---|---|---|---|
| 1 | Core - Voice Contact Center | 30 | FIV1000001 | $ 1,244.04 | $ 37,321.20 |
| 2 | VCC Recording Storage - 60 Months | 30 | FIV5000475 | $ 241.44 | $ 7,243.20 |
| 3 | VCC Call Log Storage - 60 Months | 30 | FIV5000476 | $ 104.04 | $ 3,121.20 |
| 4 | VCC Supervisor | 3 | FIV1000056 | $ 1,104.36 | $ 3,313.08 |
| 5 | VCC Administrator | 1 | FIV1000055 | $ 1,185.72 | $ 1,185.72 |
| 6 | Secure RTP (SRTP) | 1 | FIV8001010 | $ 4,903.08 | $ 4,903.08 |
| 7 | Email Agent | 30 | FIV1000053 | $ 76.68 | $ 2,300.40 |
| 8 | Chat Agent | 30 | FIV1000051 | $ 76.68 | $ 2,300.40 |
| 9 | UC Adapter - MS Teams | 30 | FIV3600058 | $ 117.24 | $ 3,517.20 |
| 10 | Connector - Web Based CRM | 30 | FIV5000204 | $ 42.96 | $ 1,288.80 |
| 11 | SIP Outbound (Five9 Backup) | 1 | FIV4000131 | $ 5,763.72 | $ 5,763.72 |
| 12 | SIP Inbound Flat Rate | 1 | FIV4000120 | $ 5,062.56 | $ 5,062.56 |
| 13 | Technical Account Management - Hours | 10 | FIV3500024 | $ 3,693.12 | $ 36,931.20 |
| | | | | **Total** | **$ 114,251.76** |

**NOTES: Coverage Term 7/29/25 - 7/28/26**

*This Entire Document and all information (including drawings, specifications and designs) presented by AVI-SPL LLC are the property of AVI-SPL LLC or its affiliate. Proprietary information provided to potential customers, clients or agents is for the sole purpose of demonstrating solutions delivery capabilities and shall be held in confidence. These Materials may not be copied, distributed or disclosed in any way without the sole written permission of an authorized representative of AVI-SPL. © Copyright AVI-SPL LLC. All Rights Reserved*

**Confidential**

# City of Independence

AGENDA ITEM COVER SHEET

**Agenda Title:**
Council action is requested to expend $627,325.47 in purchase orders for fiscal year 2025-2026 to Logicalis for the renewal of Microsoft Office Licensing.

**Recommendations:**
Staff recommends approval.

**Background:**
City staff utilize Microsoft Office as the primary tool for corporate workspace and collaboration services including Word, Excel, Teams, Email, One Drive and cybersecurity tools. This agreement provides licensing and services for one (1) year.

The contract used for this purchase is Contract: 1GPA Technology & Audio Visual Solutions - 22-02PV-12. This is a cooperative contract available for use by public entities. Per section 8.06.004, Paragraph 4 of the City Code states competitive bidding is not required when purchases are made through a cooperative contract established by a government purchasing entity or cooperative. The cooperative bids used are established pursuant to RSMo. 70.220 or generally accepted governmental purchasing practices through competitive bidding processes.

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 $627,325.47. Funding for Microsoft licensing is included in the FY25/26 budget, page number 155, account number 0954220-5225, Internal Service Fund-Technology Services.

**Council Action:**

---

**Department / Contact** Technology Services /

---

**REVIEWERS**

Melissa Cabrera
Jeremy Cover
Zachary Walker
Susanne Holland

**ATTACHMENTS:**

1. Quote

LOGICALIS
Architects of Change

Quote Date: 6/13/2025
Quote Expires: 6/30/2025

Customer: City of Independence
Account Number: A-12838
Contract: 1GPA Technology & Audio Visual Solutions - 22-02PV-12

Primary Anniversary Date: 6/30/2026

Account Executive: Caitlin Rozell | (913) 579-3336 | Caitlin.Rozell@us.logicalis.com
Microsoft Licensing Team: Rebecca Darnell - Cloud.Centralis@us.logicalis.com

Renewal Quotes will be refreshed in the renewal month to confirm pricing

**CSP - Cloud Solution Provider**

| Client Type | Resource/Product Id | | | Item Name | MSRP | Logicalis Pricing | Quantity | Total |
|---|---|---|---|---|---|---|---|---|
| | | | | ***NCE - Microsoft 365 / Online Service Products (12 Month Option)*** | | | | |
| | | | | **Annual Billing (Base Products)** | | | | |
| Government | CFQ7TTC0J1ZT | 8 | P1Y | Office 365 G5 GCC | $ 456.00 | $ 397.63 | 955 | $ 379,736.65 |
| Government | CFQ7TTC0LGZW | 12 | P1Y | Office 365 F3 GCC | $ 48.00 | $ 41.86 | 290 | $ 12,139.40 |
| Government | CFQ7TTC0LFJ1 | 000P | P1Y | Enterprise Mobility + Security G5 GCC | $ 195.60 | $ 170.56 | 955 | $ 162,884.80 |
| Government | CFQ7TTC0LFLS | 13 | P1Y | Microsoft Entra ID P1 GCC | $ 72.00 | $ 62.78 | 290 | $ 18,206.20 |
| Government | CFQ7TTC0LFK5 | 001K | P1Y | Microsoft Entra ID P2 for Govt | $ 108.00 | $ 94.18 | 2 | $ 188.36 |
| Government | CFQ7TTC0LCH4 | 001N | P1Y | Microsoft Intune Plan 1 GCC | $ 79.20 | $ 69.06 | 30 | $ 2,071.80 |
| Government | CFQ7TTC0QW7C | 000K | P1Y | Microsoft Teams Rooms Pro GCC | $ 480.00 | $ 418.56 | 15 | $ 6,278.40 |
| Government | CFQ7TTC0HDB1 | 000L | P1Y | Project Plan 1 GCC | $ 120.00 | $ 104.64 | 25 | $ 2,616.00 |
| Government | CFQ7TTC0HDB0 | 11 | P1Y | Planner and Project Plan 3 GCC | $ 360.00 | $ 313.92 | 3 | $ 941.76 |
| Government | CFQ7TTC0LH3L | 000N | P1Y | Power Automate Premium GCC | $ 180.00 | $ 147.15 | 1 | $ 147.15 |
| Government | CFQ7TTC0HD32 | 18 | P1Y | Visio Plan 2 GCC | $ 180.00 | $ 156.96 | 20 | $ 3,139.20 |
| | | | | **Annual Billing (Add On Products)** | | | | |
| Government | CFQ7TTC0Q17R | 5 | P1Y | Microsoft Intune Remote Help for Govt GCC | $ 42.00 | $ 36.62 | 550 | $ 20,141.00 |
| Government | CFQ7TTC0LH0R | 000H | P1Y | Microsoft Teams Phone Resource Account GCC | $ - | $ - | 100 | $ - |
| Government | CFQ7TTC0LH0V | 000P | P1Y | Microsoft Teams Shared Devices GCC | $ 96.00 | $ 83.71 | 225 | $ 18,834.75 |
| | | | | ***Support Products*** | | | | |
| | | | | CSPremium Support Services (24x7 Hours - Unlimited Admins) | | | | Included in Product Pricing |

**365 Product(s) 1 Year w/Annual Billing Total* $ 627,325.47**

**Please Note: These are all Estimates any changes in products or quantities may affect the pricing.**
**Quote valid through the end of current month / Pricing locked in for 12 months from date of initial purchase.**

# City of Independence

AGENDA ITEM COVER SHEET

**Agenda Title:**

Council action is requested to authorize the issuance of a purchase order to Layne Christensen Company in the amount of $860,000.00 for the rehabilitation and overhaul of the Horizontal Collector Well at the Courtney Bend Water Treatment Plant, for the Water Production division of the Municipal Services Department.

**Recommendations:**

Council approval is recommended.

**Background:**

The Horizontal Collector Well at the Courtney Bend Water Treatment Plant was originally constructed in 1993 and has undergone rehabilitation efforts in 2006 and 2016 by Layne Heavy Civil (doing business as Ranney Collector Wells). The well was initially designed with a production capacity of 10 million gallons per day. Following the 2016 rehabilitation, it was again capable of producing over 10 million gallons per day. However, recent data indicates a decline in performance, with current capacity reduced to 5.2 million gallons per day—representing a 48% decrease in production efficiency.

Due to the well's specific design, the specialized treatment technique required, and the proven success of prior rehabilitation efforts, staff recommends that this project be awarded to Ranney Collector Wells, a division of Layne Christensen Company. Ranney is the leading horizontal collector well contractor in the United States and is the sole provider of the patented treatment technique previously used to successfully restore this well’s capacity.

This project will restore the Horizontal Collector Well to peak operational efficiency, allowing the Courtney Bend Water Treatment Plant to meet maximum daily water production demands and maintain reliable service to our customers.

Approval of this item shall also authorize change orders not to exceed ten percent (10%) of the contract amount, provided appropriations are available.

**Emergency Justification:**

**Fiscal Impact:**

The fiscal impact to the City is $860,000.00. Funding for the rehabilitation and overhaul of the Horizontal Collector Well is included in the proposed Fiscal Year 2024–2025 budget, on page 204, under account number 0417041-5406 – Other Improvements.

**Council Action:**

---

**Department / Contact** Municipal Services /

---

**REVIEWERS**

Richard Kemple
Melissa Cabrera
Jeremy Cover
Zachary Walker
Susanne Holland

**ATTACHMENTS:**

1. 2025 Independence Proposal_REV2 (002) (1)
2. Layne Qualifications_IndependenceMO (002)
3. HCW_Rehab_2025 Limited Source 6-3-25 (002)

Ranney Collector Wells
6360 Huntley Road
Columbus, Ohio 43229

T 614-888-6263
graniteconstruction.com

May 29, 2025

Mr. Anthony Dahl
Production Manager
Water Division
City of Independence Municipal Services
14700 East Cement City Road
Independence, Missouri 64058

**RE: Proposal – Collector Well Rehabilitation (Original March 12, 2025, revised April 4, 2025 and May 29, 2025)**

Dear Mr. Dahl:

This letter describes our proposed scope of work and associated costs for the redevelopment of the City of Independence's Ranney Collector Well. We understand you would like to commence those activities beginning sometime in the Fall of 2025. Ranney Collector Wells (Ranney), a division of Layne Christensen Company (Layne) has prepared this proposal to assist the City with the redevelopment and cleaning of your collector well

The collector well is comprised of a 13-foot ID by 17-foot OD steel reinforced concrete caisson that is about 132 feet in length from the pump station floor to the top of the caisson bottom plug. Eight gravel packed laterals were installed at two elevations near the bottom of the caisson (four laterals per elevation) in a fan-shaped pattern towards the Missouri River. The laterals are constructed of bridge slotted stainless steel and have an outside diameter of 12 inches.

As with any well, the efficiencies of the collector wells can decrease after years of pumping as fine material migrates into the aquifer developed around each lateral, along with bacterial plugging and precipitation of iron and calcium/magnesium oxides. The City's collector well was constructed in 1994 and had an initial yield of 7300 gallons per minute (gpm) and a specific capacity of 375 gpm/ft. The well was rehabilitated in 2006 and again in 2015. Both rehabilitations were successful in improving the specific capacity of the well, with the 2015 effort improving the specific capacity from 67 gpm/ft (pre-rehabilitation) to 226 gpm/ft (post-rehabilitation).

## SCOPE OF WORK

Ranney has developed the following scope of work to complete the collector well redevelopment requested by the City. As envisioned, the project will consist of six (6) tasks at the City's collector well. Task 1 would include Mobilization and Set up. Task 2 would include the initial inspection of the laterals, with flow and temperature measurements and water quality sampling to evaluate current conditions, and the closing of the lateral valves. Task 3 would include dewatering of the collector well caisson and redevelopment of laterals. Task 4 would include final inspection and testing. Task 5 consists of site cleanup and demobilization. Task 6 would include evaluation of results and final documentation report. Each of these tasks is described in further detail in the following paragraphs.

*TASK 1 – MOBILIZATION AND SET UP*

Following authorization to proceed, Ranney will assemble all necessary equipment and prepare for transport. Equipment and personnel will mobilize to Independence to begin work as soon as the appropriate administrative and technical support is in place. Following any orientation, equipment will be set up at the collector well and the well prepared for maintenance activities. We assume that one of the permanent pumps will be removed as part of our mobilization and initial setup. Our proposal includes costs to remove one permanent pump, inspect that pump in our Omaha, Nebraska shop, and installation of that permanent pump following completion of the well redevelopment.

*TASK 2 – INITIAL LATERAL INSPECTION*

An initial inspection of the bottom of the caisson and laterals will be completed with a diver. The inspection will include the following items:

1. Water levels in the caisson and the Missouri River will be measured. The well will be pumped with the temporary dewatering pump, and water level and temperature data will be monitored. Ranney personnel will also inspect above-water conditions in the caisson.

2. The diver will inspect the underwater portion of the well including such features as: the lateral control valves, caisson walls, the bottom of the caisson (for accumulated materials such as sand, organic growths, or scale accumulations).

3. The diver will measure the relative rate of flow and temperature from each lateral utilizing a hand-held flow meter. The relative flow of each lateral can then be determined and priorities for cleaning and sequencing developed. The diver will then close the lateral control valves and/or install blind flanges on the face of each valve, and the well dewatered.

*TASK 3 – LATERAL CLEANING/REDEVELOPMENT*

Following the initial inspection, all the laterals screens shall be redeveloped. That redevelopment effort will occur in two primary steps under the controlled conditions of a fully dewatered caisson. The initial redevelopment efforts will consist of an initial quick pass with the Layne Christensen Company's BoreBlast II® system for the full length of the laterals to remove/flush any loose material from the interior of the lateral screens. Following the initial "quick" pass, a second, slower pass will be made to redevelop the material outside the lateral well screens.

This BoreBlast II® system provides a high energy pulse to the screens and was selected to ensure that development energy penetrated the formation. The BoreBlast system uses pressure-pulse technology, delivered by a gaseous nitrogen driven Air Impulse Generator (AIG), to agitate and break up bridging in order to develop coarse grained zones around the lateral screens. The high-pressure AIG creates a high intensity pressure pulse and associated high frequency acoustic waves that break up and remove fines within the well screen. The system is piston-actuated and discharges automatically, delivering pressure pulses of up to 3,500 psi. The ports on the AIG were angled at 90˚ to provide pulses to effectively surge out through the screen and allow for strong water return, pulling debris from the aquifer into the lateral and out into the caisson for removal from the well.

The AIG will be hydraulically advanced through each lateral at a controlled rate. The AIG with angled ports will be attached to a "centralizing" sled constructed to center the AIG in the lateral screen. The sled will be advanced using the four-inch diameter sand line, which was also used to flush water and

entrained sediments from the well screen. As the redevelopment proceeds, water samples from the sand line will be measured using an Imhoff Cone to evaluate the quantity of entrained sediment and sand. The rate of advancement and strength of the blasting will be adjusted to maximize the effectiveness of the redevelopment process as gauged by the measured returns. During the work process, lengths reached by the cleaning and redevelopment process shall be recorded, and information regarding the materials removed (e.g. color, type and amount) shall be recorded.

Sand and sediment removed during the cleaning and redevelopment process shall be pumped from the well using a construction pump to an area approved by City of Independence. We assume this water will be discharged directly to the low-lying wooded area adjacent the well.

*TASK 4 – POST DEVELOPMENT INSPECTION*

A post-maintenance inspection will be conducted after redevelopment has been completed to evaluate the effectiveness of the work performed. During the post-maintenance inspection, a diver will enter the well to obtain underwater color video, conduct lateral flow analysis, measure the water temperature from each lateral and to observe screen condition. Additionally, a hydrogeologist experienced in testing radial collector wells will supervise the inspection and collect water level and pumping data. The pumping will be performed using the temporary dewatering pump. All measurements of water level and draw down shall be accurate within 0.01 foot.

*TASK 5 – SITE CLEAN UP and DEMOBILIZATION*

Following the post-maintenance inspection, all equipment will be removed from the well, the permanent pump will be reinstalled, and the well and site returned to their original states to the acceptance of City of Independence.

*TASK 6 - DOCUMENTATION REPORT*

All data/information collected in Tasks 2, 3, and 4 will be evaluated, with the findings organized into a report of findings. This report will present the information compiled. It will detail inspection and maintenance procedures and results with recommendations for the continued operation and maintenance of the collector. This report will include data collected during the inspection, color video taken during the diving efforts, data regarding the material removed from the laterals, the lengths of the laterals that were able to be cleaned, etc.

*PUMP REPAIR ALLOWANCE*

We have not included any costs associated with potential pump repairs as part of our proposal pricing. Rather, an allowance to address potential pump repairs will be developed by the City and will be included in the purchase order authorizing the project. The allowance is to be set aside exclusively to address pump repair costs. Prior to performing any pump repairs, Layne will develop an estimate for those repairs and will provide that estimate to the City for review and approval. Only approved pump repairs will be performed, and the total pump repair costs will not exceed the total approved allowance without prior approval by the City.

Layne consulted with Fluid Equipment and other non OEM suppliers to obtain the cost to replace pump parts below the discharge head. The total estimated maximum pump repair cost to be included as an allowance is *one hundred and ninety-five thousand dollars ($195,000).* This includes the following items:

- One (1) – Goulds 20ELC bowl assembly, complete
- 98 feet of 16-inch flanged column pipe to match existing pump setting
- 98 feet of oil tube and line shaft assembly to match existing pump setting
- One (1) stuffing box assembly to match existing pump setting
- Shop rework of the existing discharge head (sandblasting & painting)
- Misc. shop supplies and expendables

## BUDGET AND SCHEDULE

The cost and estimated time durations to complete the work detailed above is presented below. These costs and durations have been developed assuming the majority of the work will be completed using one 10-hour shift per day, six days per week. We understand that the City would like to initiate the work towards the end 2025, at the end of the high water demand summer months, with a target project start date of October 2025.

We estimate the above-described scope of work can be completed for a lump sum cost of *six hundred and sixty-five thousand dollars ($665,000)*. We expect to be on site approximately five weeks to complete the work. We have made the following assumptions in developing these costs:

1. We can use the existing power in the pump house and the City will provide an electrician to energize our electric panel.
2. Our cost includes the time necessary to remove, inspect, and reinstall one pump. Our base price does not include any repair work to that pump. Pump repair costs will be addressed through an allowance determined by the City.
3. We will pay on-site personnel local prevailing wages. By our calculations, inclusion of the local prevailing wages added approximately $94,000 to the project cost.
4. We have assumed that the existing lateral isolation valves are all operable. Our proposal does not include costs to cover the replacement of valves. Should we encounter valves that do not operate (and do not close), divers would be needed to install any new valves because, without valves that fully close, our field crew cannot enter the well and complete the redevelopment work.
    a. We expect the cost of the first valve replacement to be $25,000 (includes the cost for diver mobilization and one day of diving). Because we believe we can install up to four valves per day, the subsequent 2nd, 3rd, and 4th valve could be installed for an additional $8,000 each. Valve replacement that requires additional days of diving would $20,000 for the initial valve and $8,000 for additional valves.
5. We have not included pricing for Bonds.

Cost of standby time that is not the result of our action and that adds days to our schedule is $7200 per shift. Should flooding require demobilization and remobilization of our equipment, the cost of that effort would be $29,400.

Please contact us to discuss any questions you may have about this proposal or any other matter. We are also able to meet with you to discuss our approach if that would be of assistance. We look forward to assisting the City of Independence with this important matter.

Cordially,
*Layne Christensen Company*
*Ranney Collector Wells*

Matthew T. Reed
Area Manager/Hydrogeologist

C: Mr. Luca DeAngelis, Ranney Collector Wells

**QUALIFICATIONS**

Layne's parent company is Granite Construction Incorporated (Granite), with principal executive offices at 585 West Beach Street, Watsonville, California. In our current corporate form, Layne Christensen Company (Layne), we have been incorporated under the laws of Delaware since May 19, 1981. In June 2018, Layne became a wholly owned subsidiary of Granite.

Ranney Collector Wells (Ranney), a division of Layne, is a specialty construction group that evaluates and constructs collector wells and surface water intakes for water supply systems with yields ranging from less than 1.0 MGD to over 50 MGD. The roots of Ranney Collector Wells are deep; we are the corporate descendant of the original United States collector well company founded in 1933 by Leo Ranney. Layne acquired Ranney in 1998, Reynolds Inc. in 2004 and Collector Wells International in 2006 to form the Ranney Collector Well division of Layne (Ranney). Our collector well team and its predecessors have been involved with the installation and maintenance of nearly all horizontal collector wells in the USA for the last 40 years.

**Intellectual Proprietary (IP) and Original Equipment Manufacturer (OEM) Equipment**

The primary tool that Layne will be use in the redevelopment of the City of Independence's horizontal collector well is Layne Christensen Company's trademarked BoreBlast II® system. BoreBlast II® is a trademarked well rehabilitation tool and procedure that only Layne is authorized to provide. *Layne achieved successful well rehabilitation results using the BoreBlast II® system in our previous horizontal collector well rehabilitation project for the City (2015/16)*. A copy of the service trademark for BoreBlast II® is attached. The BoreBlast II® tool uses pressure-pulse technology, delivered by a gaseous nitrogen driven Air Impulse Generator (AIG), to agitate and break up bridging in order to develop coarse grained zones around the lateral screens. The high-pressure AIG creates a high intensity pressure pulse and associated high frequency acoustic waves that break up and remove fines within the well screen. The system is piston-actuated and discharges automatically, delivering pressure pulses of up to 3,500 psi.

Additionally, we plan to use two (2) specialized chemicals in the redevelopment process, Layne Oximate and Layne QC-2100. Both are Layne trademarked chemical for well redevelopment. Only Layne can use theses chemical as part of the well rehabilitation process. Layne Oximate is used to balance pH during the chlorination process, which, in turn provides more biocidal activity and increased penetration of mineral deposits during chlorination. Most importantly, the use of Oximate provides additional protection against biofilm reformation through control of the mineral ions which are usually required by bacteria to reform. This is important given the bacteria that is present in the City's well. Layne QC-2100 is a polymer dispersant that suspends partially dissolved materials by controlling the solubility of the mineral scale. In turn, use of QC-2100 aids in the removal during flushing of the lateral well screens. Both Layne Oximate and QC-2100 are NSF certified product that is safe for use in drinking water applications.

Finally, as a specialty constructor, we design and fabricate much of our specialized equipment that is needed to perform this work. Examples of that OEM equipment Layne provides during well rehabilitation projects includes:

- CCTV cameras that can be deployed horizontally within a lateral.
- Impeler flow meters and thermistors adapted for use to measure the velocity and temperature from within a lateral.
- Sand line, which is used to flush and remove material from within the lateral screens.

**Ranney Project Team**

Our team includes a staff of hydrogeologist and engineers who will manage the project and evaluate the efficacy of the rehabilitation process. The field and professional staff we plan to include on this project includes several members that performed the previous collector well rehabilitation project for the City in 2015/16. Following completion of the rehabilitation project, a report will be generated that communicates the results of the project. The report will be sealed by one of our team members who is a Missouri Registered Geologist (Luca DeAngelis). .

**Similar Horizontal Collector Well Rehabilitation Projects Completed Within the Past Five (5) Years**

A list of the collector well inspection projects or rehabilitation and maintenance projects which our personnel have completed within the last five (5) years or are currently performing is included in the table below. These projects all include the use of a commercial dive company to perform the underwater inspection of the well, and pre and post inspection well testing to determine the capacity of the well (or well system). The list does not include construction of new collector wells, or surface water intakes.

| Client | No. | Project Description | Year |
|---|---|---|---|
| Des Moines Water Works | 1 | Redevelopment of one (1) well located at the Maffit Reservoir. Redevelopment performed using high pressure jetting. | 2025 |
| Jefferson County Water Authority (Festus and Herculaneum, Missouri) | 1 | Redevelopment of five (5) laterals in a collector well that was constructed in the early 2000s. Redevelopment consisted of high-pressure jetting followed by the use of the BoreBlast tool. Rehabilitation results indicated well performance doubled as a result of the redevelopment project. | 2024/25 |
| Industrial Client, West Virginia | 1 | Redevelopment of four laterals in an existing collector well using high-pressure jetting. | 2024 |
| Tri-County Water, Independence | 1 | Inspection and performance testing of a 9 MGD collector well. The inspection was conducted in 2022 and was completed in only one (1) day. The inspection included lateral flow rate testing and video inspection of the lateral screens. A detailed report was provided to the Owner. The report included recommendations for well redevelopment and capacity restoration.<br>As a direct result of the inspection, the collector well was redeveloped in 2023. | 2022/2023 |
| Woodland, Washington | 1 | Rehabilitation of six laterals using a combination of high-pressure jetting and BoreBlast methods. Results of the redevelopment indicated well performance improved by over 500% when compared to pre-redevelopment performance. | 2024 |
| Carmichael Water District, California | 3 | Inspection and performance testing of three (3) collector wells, with a combined production capacity of 14 MGD. The inspections were conducted in 2022 over a three (3) day period and included a video inspection of the lateral screens. A detailed report was provided to the Owner and the results of the inspection were presented to the Water District Board. The report included recommendations for well redevelopment and capacity restoration.<br>As a direct result of the inspection, all three (3) collector wells were redeveloped in 2024. | 2022/2024 |
| Jackson County Water Company, Ohio | 1 | Redevelopment of four 8-inch ID laterals totaling 613 feet with a combination of high-pressure jetting and BoreBlast tools. | 2023 |
| City of Iowa City, Iowa | 2 | Redevelopment of two collector wells using high-pressure jetting. | 2023 |
| City of Sacramento, California | 1 | Inspection and performance testing of an inactive collector well that had a capacity of 12 MGD when last active (1970s). The inspection was conducted over a two (2) day period and included a video inspection of the lateral screens. A detailed report was provided to the Owner. The Owner used the results of this inspection to evaluate the feasibility of returning this well to production. | 2023 |

| Client | No. | Project Description | Year |
|---|---|---|---|
| Humboldt Bay Water, California | 1 | Installation of new lateral well screens in an existing collector well. | 2023 |
| Moon Township Water, Pennsylvania | 1 | Installation of four (4) new laterals and redevelopment of existing laterals in a well that was installed in the late 1950s. | 2023 |
| Power Generation Client, Mississippi | 1 | Redevelopment of eight laterals using BoreBlast methods. | 2022 |
| Industrial Client, Missouri | 2 | Redevelopment of two (2) Mississippi River alluvial aquifer collector wells. Rehabilitation methods include a combination of high-pressure jetting and BoreBlast methods. | 2022 |
| Des Moines Water Works, Iowa | 2 | Redevelopment of one (1) well located at the Saylorville WTP, one (1) well located at the Maffit Reservoir, and projection of one new lateral in the Maffitt well. Redevelopment performed using high pressure jetting. | 2022-2023 |
| Water District No. 1 of Johnson County, Kansas | 1 | Redevelopment of ten 12-inch ID laterals total 2000 feet with a combination of high-pressure jetting, BoreBlast, and chemical rehabilitation methods | 2022 |
| Crystal City, Missouri | 1 | Installation of new lateral well screens in an existing collector well. | 2021 |
| Illinois Department of Transportation | 1 | Redevelopment of eight 12-inch laterals using bore-blast and chemical rehabilitation methods | 2021 |
| City of Jacksonville, Illinois | 1 | Redevelopment of six 12-inch laterals using bore-blast and chemical rehabilitation methods | 2021 |
| City of St. Charles, Missouri | 1 | Redevelopment of four 12-inch laterals using bore-blast methods | 2020 |

# Documentation of Intellectual Proprietary (IP) and Original Equipment Manufacturer (OEM) Equipment

Int. Cl.: 37

Prior U.S. Cls.: 100, 103, and 106

Reg. No. 2,738,150

United States Patent and Trademark Office

Registered July 15, 2003

## SERVICE MARK
### PRINCIPAL REGISTER

# BOREBLAST

LAYNE CHRISTENSEN COMPANY (DELAWARE CORPORATION)
1900 SHAWNEE MISSION PARKWAY
MISSION WOODS, KS 66205

FOR: CLEANING OF WATER WELLS; REHABILITATION SERVICES, NAMELY, REPAIR OF WATER WELLS, IN CLASS 37 (U.S. CLS. 100, 103 AND 106).

FIRST USE 8-1-2001; IN COMMERCE 8-1-2001.

SN 76-271,810, FILED 6-15-2001.

JOHN LINCOSKI, EXAMINING ATTORNEY

# Boreblast II™

## "Next Generation" Pressure-Pulse Technology Delivers Unparalleled Energy and Efficiency for Well Development & Rehabilitation

### New Downhole Tool

Layne's R&D team has introduced an additional tool for well rehabilitation and development. The piston-actuated BoreBlast II System, suspended on a flexible high-pressure hose, is reliable, easy to use and effective in high-demand circumstances.

### More Energy

Based on the same principles as BoreBlast I, the patented BoreBlast II system can deliver up to four times more energy at the point of contact. Pressures from 150 to 3500 psi may be applied. When the tool discharges, the rapid expansion of the compressed inert gas dislodges mineral scale, rust and biological buildup from inside and between the openings of the well screen. As the gas bubble immediately begins to rise, the displaced water rushes back into the well bore and back-flushes the screen and gravel pack. The strong agitating action scours the mineral and biological formations that obstruct water flow. Debris is airlifted to the surface.

### Highly Effective

Treatment chemicals may be combined with the treatment process. Powerful mechanical forces deliver the chemicals deep into the formation. The scouring action breaks up mineral encrustations and biofouling, making chemicals more effective. This is especially important with microbiological formations that must be completely eradicated to prevent rapid re-growth.

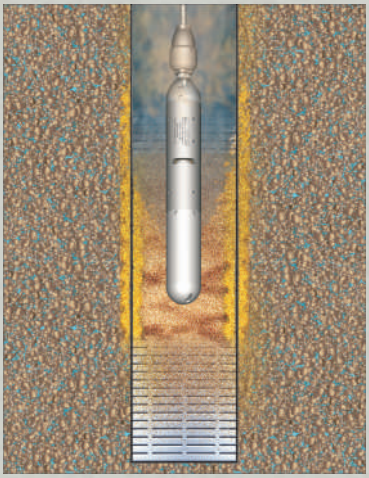
Equipped with a dual-hose configuration, the BoreBlast II system is capable of injecting chemicals at the exact time and location of energy release. This aids greatly in dispersing treatment chemicals.

The high-energy pressure pulses delivered by BoreBlast II aid in the development of new wells completed in hard-to-develop formations. The wall cake created by drilling mud is broken up, fine drilling materials are dislodged and the formation is opened. BoreBlast II is also an excellent tool for the redevelopment of wells.

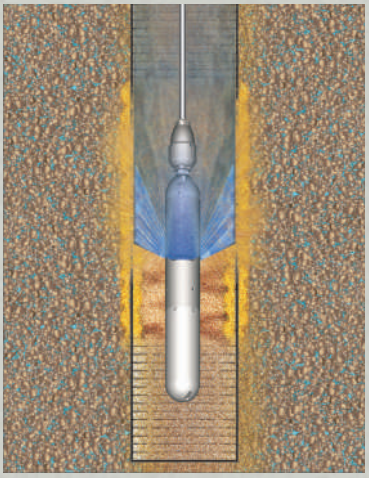
### Ease of Application

BoreBlast II is lowered into the well on a high-pressure hose that supplies gas to the tool. This reel-wound flexible hose, operating from an electric or hydraulic winch, provides rapid lowering to the precise treatment area in the well. Cylinders provide the high-pressure, inert gas. The BoreBlast II system is self-contained on a trailer and can be implemented without the use of drilling or pump rigs. The system discharges automatically at four-second intervals and does not require an electrical cable or firing mechanism.

BoreBlast II can treat wells from 10"-26" in diameter with no depth limitations.



The BoreBlast II lowers rapidly to the area of need via flexible high-pressure hose.



The BoreBlast II system can deliver pressure pulses of up to 3500 psi, agitating and scouring away chemical and biological buildup.

800.407.4449
www.laynechristensen.com

Layne Christensen Company

*Experienced*
*Equipped*
*Committed*



Note: All trademarks are the property of their respective owners.

# LAYNE OXIMATE™

## A Chemical Breakthrough That Can Enhance the Effectiveness of a Well Rehabilitation by 150%

Disinfection in the water industry is mainly achieved through oxidation chemistry. By controlling and expanding oxidation reactions, cleaning treatments can be greatly enhanced, providing additional benefits such as iron oxide removal and dissolution of the debris caused by hydrocarbon deposits or heavy biofilms.

Chlorination is used as a disinfectant and to some extent as a biofilm-cleaning agent.

The use of Layne Christensen Company's Layne Oximate provides considerable improvement in both oxidation and cleaning processes. The chemical formula of Layne Oximate is specifically designed to completely balance the controlling factors of the oxidation reaction allowing for the most effective disinfection and considerable increase in the cleaning power.

As a chemical "mate" to common alkaline water chlorinations, Layne Oximate effectively controls the treatment solution, providing a neutral pH value, which in tum provides up to 150 times more biocidal activity than attempting to sterilize without its use.

With the added feature of providing increased surface activity, penetration of deposits is increased and surface cleaning is accomplished which greatly improves the cleaning process. The "improved disinfection process" results in the removal of the hidden or protected bacteria, which often causes positive coliform tests or failed chlorination.

In addition to improved cleaning and disinfection properties, Layne Oximate provides additional protection against biofilm reformation through control of the mineral ions which are usually required by bacteria to reform the biofilm complex.

As an NSF 60 certified chemistry, assuring its safety in drinking water application, Layne Christensen Company strongly recommends the use of Layne Oximate in all chlorination/ sterilization and oxidation chemical cleaning processes.

### Layne Oximate™ Benefits:

A chemical "mate" to common alkaline water chlorinations

- Controls pH balance to optimize chemical reactions
- Maximizes the biocidal capacity
- Provides residual cleaning
- Improves cnemical penetration
- Limits bacterial biofilm reformation
- NSF 60 Certified safe for drinking water systems

Certified to ANSI/NSF 60

800.407.4449
www.laynechristensen.com

Layne Christensen Company

*Experienced*
*Equipped*
*Committed*



Note: All trademarks are the property of their respective owners.

# QC-21 Well Cleaner

## Quality Chemistry for the 21st Century

QC-21 helps restore water quality and well capacity. To solve your water problems, Layne offers well rehabilitation technologies that effectively remove fouling deposits, and allow efficient flow of quality water through the well system. With the understanding that a variety of chemical activities are required to dissolve and remove these complex deposits, QC-21 Well Cleaner offers a unique polymer chemistry that provides the proper reactions to effectively clean the well environment. The use of state-of-the-art polymers greatly expands these activities over the conventional chemistry commonly used in well rehabilitation.

**What Potential Benefits Can You Receive from Using QC-21 Well Cleaner?**

| Features | Potential Benefits |
|---|---|
| Removes deposits | Improve water quality |
| Improved flow | Increased capacity |
| Reduced pump load | Decreased energy cost |
| More deposit removal | Slows regrowth |

## What QC-21 Does:

- Removes heavy encrustations by breaking down the adhesive bond holding the deposits to the surfaces of the well system.
- Provides a thorough cleaning of the casing, screen and formation surfaces.
- Delays the re-establishment of the biological buildup and mineral scale deposition as a result of a more complete cleaning of the well system.

## Backed by Experience:

With more than 125 years of experience in well technologies, Layne brings you the know-how to analyze your situation, choose the best technology - and then properly apply that technology to solve your well's problem.

This combination of proven and documented application processes and the broad-range polymeric chemistry of QC-21 is offered by no one else in the groundwater industry.

## Layne Christensen Advantages:

Are you experiencing lost well capacity or lower water quality? These problems are often traced to deposit masses in the well screen and gravel pack. Although the components of these deposits are specific to the chemistry and biology of the aquifer, they usually include: Mineral precipitants, Metal oxides, By-products of biological activity, Organic biomass

## How QC-21 Works:

Surface activity along with the dispersant properties allow penetration of the deposit mass and increase the dissolving power of the acid portion of the solution. Aggregation chemistry suspends partially dissolved materials, aiding in their removal during flushing. Dispersant properties allow control of mineral scale solubility. QC-21 significantly aids metal passivation, protecting all metal surfaces against corrosion during the cleaning operation. QC-21 Well Cleaner also has the unique ability to effectively dissolve the polysaccharide-based slime deposited by groundwater bacteria. This activity is beneficial in removing the slimy biological growth that creates adhesion in most deposit formations.

QC-21 is completely safe to use in drinking water systems as indicated by its certification to stringent testing procedures under Standard 60 by NSF International. This NSF mark is your assurance of acceptability and safety in the drinking water industry.

**Layne Christensen Company**

*Experienced*
*Equipped*
*Committed*



Note: All trademarks are the property of their respective owners.

INDEPENDENCE
FINANCE & ADMINISTRATION

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

**A Limited source is defined as:**
A purchase that is clearly and legitimately limited to a single source or supply.

A. If more than one company can respond to your specifications, it is not a Limited source.

B. The use of Limited source purchases shall be limited only to specific instances, which are totally justified to satisfy compatibility or technical performance needs.

**All Limited source purchases shall follow the City of Independence Procurement Policy Section 13.A - B.**

**I REQUEST THAT THE REFERENCED PURCHASE BE DECLARED A LIMITED SOURCE PURCHASE.**

| | |
|---|---|
| **Proposed supplier name and address:** Layne Christensen-Ranney Collector Wells, 6360 Huntley Rd, Columbus Ohio 43229 | **Estimated cost: $860,000.00** |
| **Purchase Requisition #:** N/A | **Munis Vendor ID # 50057**<br>**Or attach Supplier's W-9 Form** |

**This is a Limited or Limited source purchase because (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 the justification for Limited source is "Standardization" then additional supporting documentation must be provided. *
- Procurements of items which the City has established a standard of designating a brand name or manufacturer or by pre-approving via testing shall be competitively bid if there is more than one supplier for the item.

| | |
|---|---|
| **Describe the proposed goods or services.** | Rehab for the Horizontal Collector Well |
| **What are the specific <u>necessary</u> features that this supplier provides that are not available from other suppliers?** | Knowledge of WTP well construction. Expertise in the full rehab necessary to get the needed results to bring the well back to original capacity. |
| **Describe your efforts to identify other potential sources and how similar goods or services are <u>unable</u> to meet the required objective.** | n/a |
| ***Testing and Evaluations performed to support standardization.** | n/a |
| ***How will standardization support the department/agency?** | Layne possess the knowledge to complete the work in a timely manner so that the amount of downtime is limited. The well is critical to the operation of the water treatment plant. |

| Is this a one-time procurement?<br>☐ **No*** x **Yes** | ***On-going Limited Source procurement requires justification to be renewed <u>every two years</u>.** |
|---|---|

**PRICE REASONABLENESS (Check all that apply and attach back-up documentation)**

☐ I reviewed the proposed price to current published catalog, price lists, or market prices as documented in the attachments and the proposed price is similar or less. **<u>Attach relevant documentation</u>**.

x Based on my knowledge of the market, my experience of prior similar proposals, or knowledge imparted by technical experts.

☐ The price is set by law or regulations.

☐ Other: _____

☐ Back-up documentation is attached.

**STATEMENT OF NEED AND CERTIFICATION:**

My department's recommendation for Limited source is based upon an objective review of the product/service required and appears to be in the best interest of the City of Independence. I know of no conflict of interest on my part or personal involvement in any way with this request. No gratuities, favors or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on my request to Limited source this purchase when there are other known suppliers to exist.

By submitting this form to Munis, I hereby certify that this justification for Limited source procurement is accurate and complete to the best of my knowledge and belief.

| Printed/Typed Name: Matthew L. McLaughlin | Title: Deputy Director |
|---|---|
| Signature: Matthew L McLaughlin Digitally signed by Matthew L McLaughlin DN: C=US, E=mmclaughlin@indepmo.org, O="City of Independence, MO", OU=Municipal Services Dept., CN=Matthew L McLaughlin Date: 2025.06.03 13:23:52-05'00' | Date: June 3, 2025 |

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

# City of Independence

AGENDA ITEM COVER SHEET

**Agenda Title:**

Council action is requested to issue a purchase order to Olathe Ford in the amount of $228,276.60 for the purchase of 5 Fleet vehicles to replace aging vehicles.

**Recommendations:**

Council approval is recommended.

**Background:**

The Independence Fire Department budgeted monies for Capital Outlay under the Fire Public Safety Sales Tax in the 2024-2025 Budget for the replacement of staff vehicles. Vehicles to be purchased are one (1) Ford F-150, one (1) Ford Ranger, two (2) Ford Explorers and one (1) Ford Maverick.

**Emergency Justification:**

**Fiscal Impact:**

The fiscal impact to the city is $228,276.60. Funding for these items is in the 2024-2025 adopted budget, page 229, account number 0174671-5404.

**Council Action:**

---

**Department / Contact** Fire Department /

---

**REVIEWERS**

Jimmy Walker
Melissa Cabrera
Jeremy Cover
Zachary Walker
Susanne Holland

**ATTACHMENTS:**

1. INDEPENDANCE F150 - METRO 6225
2. INDEPENDENCE RANGER - METRO 6225
3. EXPLORER ACTIVE STOCK - 6225

4. BLACK OR GRAY EXPLORER - INDEPENDENCE - 6225
5. INDEPENDENCE MAVERICK - METRO 6225
6. 1 - AFI Quote (Vehicle Info) Q10864

OLATHE FLEET

# Purchase Order / Quote

OLATHE FORD
SANDRA GONZALEZ
GOVERNMENT FLEET SOLUTIONS TEAM
DIRECT - 505-850-5504

| | |
|---|---|
| Date | 6/2/25 |
| Valid Until | 7/2/25 |
| Contract | IFB 2024-068 Metro Vehicle Bid |
| PO | |
| Lead Time | IN STOCK |

**Customer:**
INDEPENDENCE, MO

**Invoice Address:**
Same

**Delivery Address:**

| Description | Line Total |
|---|---|
| F-150 SKE39272<br>2025 F-150 4X4 SUPERCREW EXTERIOR<br>145" WHEELBASE OXFORD WHITE<br>5.0L V8 ENGINE INTERIOR<br>ELEC TEN-SPEED AUTO TRANS DARK SLATE VINYL 40/20/40 | $48,380.00 |
| EXTERIOR<br>DAYTIME RUNNING LAMPS<br>EASY FUEL® CAPLESS FILLER<br>FULLY BOXED STEEL FRAME<br>HEADLAMPS - AUTO HIGH BEAM<br>HEADLAMPS - AUTOLAMP (ON/OFF)<br>LED REFLECTOR HEADLAMPS<br>LOCKING REMOVABLE TAILGATE<br>MANUAL FOLD POWER MIRRORS<br>PICKUP BOX TIE DOWN HOOKS<br>POWER TAILGATE LOCK<br>TRAILER SWAY CONTROL<br>WIPERS- INTERMITTENT<br><br>INTERIOR<br>CRUISE CONTROL<br>DOOR LOCKS - POWER<br>DUAL SUNVISORS<br>ILLUMINATED ENTRY<br>MESSAGE CTR: OUTSIDE TEMP, COMPASS, TRIP COMPUTER<br>TILT/TELESCOPE STR COLUMN<br><br>FUNCTIONAL<br>AM/FM STEREO<br>AUTO HOLD<br>BLIS W/CROSS-TRAFFIC ALERT<br>CLASS IV TRAILER HITCH W/ SMART TRLR TOW CONNECTOR<br>CURVE CONTROL<br>FORDPASS™ CONNECT 5GWI-FI HOTSPOT TELEMATICS MODEM<br>LANE-KEEPING SYSTEM<br>POST-COLLISION BRAKING<br>PRE-COLLISION ASSIST W/AEB<br>REVERSE SENSING AND REAR VIEW CAMERA<br>SELECTABLE DRIVE MODES<br>SYNC®4 W/EVR & 12" SCREEN<br><br>SAFETY/SECURITY<br>ADVANCETRAC™ WITH RSC®<br>AIRBAGS - FRONT SEAT MOUNTED SIDE IMPACT<br>AIRBAGS - SAFETY CANOPY®<br>CTR HIGH MOUNT STOP LAMP<br>PERIMETER ALARM<br>SECURE PKG 1 YR INCLUDED<br>SOS POST-CRASH ALERT SYS™<br>TIRE PRESSURE MONIT SYS<br><br>WARRANTY<br>3YR/36,000 BUMPER / BUMPER<br>5YR/60,000 POWERTRAIN<br>5YR/60,000 ROADSIDE ASSIST | |
| EQUIPMENT GROUP 101A<br>XL SERIES<br>OPTIONAL EQUIPMENT/OTHER<br>.17" SILVER STEEL WHEELS<br>5.0L V8 ENGINE 2,060.00<br>.265/70R 17 BSW ALL-TERRAIN<br>3.31 ELECTRONIC LOCK RR AXLE 420.00<br>7100# GVWR PACKAGE<br>FRONT LICENSE PLATE BRACKET NO CHARGE<br>BLACK PLATFORM RUNNING BOARDS 250.00<br>50 STATE EMISSIONS NO CHARGE<br>TAILGATE STEP AND WORK SURFACE 445.00<br>EXTENDED RANGE 36GAL FUEL TANK<br>VINYL 40/20/40 FRONT SEAT NO CHARGE | AFI - UPFITTING PACKAGE - Q10864 - REMOTE SIREN CONTROLLER, FLASHERS, SIREN SPEAKER, Z-FLASHER, 2 GRILLE AND 2 REAR FACING RED/WHITE AND BLUE/WHITE LIGHTS<br><br>TOTAL OPTIONS/OTHER | $4,661.90<br><br>$3,175.00 |

**Special Notes and Instructions**

**MSO/ODO STATEMENT. CUST RESPONSIBLE FOR REGISTRATION, TAXES AND TITLING**

**QUOTES ARE ONLY VALID UNTIL CURRENT MODEL YEAR ORDER BANK CLOSES. OLATHE FORD RESERVES THE RIGHT TO CHARGE CUSTOMER FOR FLOORPLAN IF UPFITTING TAKES AN EXCESSIVE AMOUNT OF TIME.**

**MSO AND TITLING PAPERWORK WILL BE PROVIDED AFTER PAYMENT IS RECEIVED FOR VEHICLE**

| | | |
|---|---|---|
| Subtotal | | $56,216.90 |
| Sales Tax | 0.00% | $0.00 |
| Tire Tax | 0 | $0.00 |
| Extended Warranty and Maintenance Plan | | $0.00 |
| Flooring | | $0.00 |
| Transport | | $0.00 |
| Docs & Registration | | $0.00 |
| Total Per Unit less Trade-In | | $56,216.90 |
| Quantity of Units | | 1 |
| **Sale Total** | | **$56,216.90** |

Above information is not an invoice and only an estimate of services/goods described above. Quote subject to change.

Please confirm your acceptance of this quote by signing this document, and returning your PO.

Signature _____
Print Name _____
Date _____

If you have any questions concerning this quote, contact Sandra Gonzalez

**Thank you for your business!**

1845 E SANTA FE, OLATHE, KS 66062
505-850-5504 - SGONZALEZ@OLATHEFLEET.COM

OLATHE FLEET

# Purchase Order / Quote

OLATHE FORD
SANDRA GONZALEZ
GOVERNMENT FLEET SOLUTIONS TEAM
DIRECT - 505-850-5504

| | |
|---|---|
| Date | 6/2/25 |
| Valid Until | 7/2/25 |
| Contract | IFB 2024-068 Metro Vehicle Bid |
| PO | |
| Lead Time | IN STOCK |

| Customer: | Invoice Address: | Delivery Address: |
|---|---|---|
| INDEPENDENCE, MO | Same | |

| Description | Line Total |
|---|---|
| RANGER RLE27176<br>2024 SUPERCREW 4X4 XLT EXTERIOR<br>128" WHEELBASE OXFORD WHITE<br>2.3L ECOBOOST ENGINE INTERIOR<br>10-SPEED AUTO TRANSMISSION EBONY PREMIUM CLOTH SEATS | $41,190.00 |
| EXTERIOR<br>DAYTIME RUNNING LIGHTS<br>EASY FUEL® CAPLESS FILLER<br>FENDER BADGE<br>FOG LAMPS<br>FULL SIZE SPARE TIRE/WHEEL<br>FULLY BOXED STEEL FRAME<br>HEADLAMPS - AUTO HIGH BEAM<br>LED REFLECTOR HEADLAMPS<br>PRIVACY GLASS<br>REMOTE TAILGATE LOCK<br>TAILLAMPS-LED<br>WHEEL LIP MOLDINGS<br><br>INTERIOR<br>1-TOUCH UP/DOWN DRIVER WIN<br>2ND ROW FOLD BENCH<br>2ND ROW UNDER SEAT STORAGE<br>CARPET FLOORING<br>DIGITAL INSTRUMENT CLUSTER<br>DUAL VISOR VANITY MIRRORS<br>LOCKING GLOVE BOX<br>POWER LOCKS AND WINDOWS<br>POWERPOINTS-12V, USB A & C<br>TILT/TELESCOPE STR COLUMN<br><br>FUNCTIONAL<br>AUDIO - 6 SPEAKERS<br>BLIS W/CROSS TRAFFIC ALERT<br>BRAKES - ANTI-LOCK SYSTEM<br>ELECTROCHROMIC MIRROR<br>LANE KEEPING SYSTEM<br>PRE-COLLISION ASSIST W/AEB<br>REAR VIEW CAMERA<br>REMOTE KEYLESS ENTRY<br>REMOTE START SYSTEM<br>SIRIUSXM® - SVC N/A AK&HI<br>SYNC®4A<br>WIRELESS CHARGING PAD<br><br>SAFETY/SECURITY<br>AIRBAGS - SAFETY CANOPY®<br>BELT-MINDER CHIME<br>CTR HIGH MOUNT STOP LAMP<br>LATCH CHILD SAFETY SYSTEM<br>PASSIVE ANTI-THEFT SYSTEM<br>TIRE PRESSURE MONIT SYS<br><br>WARRANTY<br>3YR/36,000 BUMPER / BUMPER<br>5YR/60,000 POWERTRAIN<br>5YR/60,000 ROADSIDE | |
| EQUIPMENT GROUP 301A 945.00<br>XLT SERIES<br>DUAL-ZONE ELEC CLIMATE CONTRO<br>OPTIONAL EQUIPMENT/OTHER<br>.POWER SLIDING REAR WINDOW<br>255/70 R17 A/T TIRE<br>CONNECTED NAVIGATION<br>SPORT APPEARANCE PACKAGE NO CHARGE<br>.17" GRAY PTD ALUM WHL-SPORT<br>FLR LINERS ALL WEATHER MATS 160.00<br>RUNNING BOARDS - BLACK 695.00<br>TRAILER TOW PACKAGE 495.00 | $4,661.90 |
| AFI - UPFITTING PACKAGE - Q10864 - REMOTE SIREN CONTROLLER, FLASHERS, SIREN SPEAKER, Z-FLASHER, 2 GRILLE AND 2 REAR FACING RED/WHITE AND BLUE/WHITE LIGHTS | |
| TOTAL OPTIONS/OTHER | $2,295.00 |

## Special Notes and Instructions

**MSO/ODO STATEMENT. CUST RESPONSIBLE FOR REGISTRATION, TAXES AND TITLING**

**QUOTES ARE ONLY VALID UNTIL CURRENT MODEL YEAR ORDER BANK CLOSES. OLATHE FORD RESERVES THE RIGHT TO CHARGE CUSTOMER FOR FLOORPLAN IF UPFITTING TAKES AN EXCESSIVE AMOUNT OF TIME.**

**MSO AND TITLING PAPERWORK WILL BE PROVIDED AFTER PAYMENT IS RECEIVED FOR VEHICLE**

| | | |
|---|---|---|
| Subtotal | | $48,146.90 |
| Sales Tax | 0.00% | $0.00 |
| Tire Tax | 0 | $0.00 |
| Extended Warranty and Maintenance Plan | | $0.00 |
| Flooring | | $0.00 |
| Transport | | $0.00 |
| Docs & Registration | | $0.00 |
| Total Per Unit less Trade-In | | $48,146.90 |
| Quantity of Units | | 1 |
| **Sale Total** | | **$48,146.90** |

Above information is not an invoice and only an estimate of services/goods described above. Quote subject to change.

Please confirm your acceptance of this quote by signing this document, and returning your PO.

Signature
Print Name
Date

If you have any questions concerning this quote, contact Sandra Gonzalez

**Thank you for your business!**

1845 E SANTA FE, OLATHE, KS 66062
505-850-5504 - SGONZALEZ@OLATHEFLEET.COM

OLATHE FLEET

# Purchase Order / Quote

OLATHE FORD SALES INC
SANDRA GONZALEZ
GOVERNMENT MANAGER
DIRECT - 505-850-5504

| | |
|---|---|
| Date | 6/2/25 |
| Valid Until | 7/2/2025 |
| Contract | B 2024-068 Metro Vehicle Bid |
| PO | |
| Lead Time | IN STOCK |

**Customer:**
INDEPENDENCE, MO

**Invoice Address:**

**Delivery Address:**
Same

| Description - Vehicle Preview Details | | Line Total |
|---|---|---|
| 2025 FORD EXPLORER ACTIVE - 4X4 - OXFORD WHITE | | $42,595.00 |
| K8D0 EXPLORER ACTIVE 4WD<br>.119 INCH WHEELBASE<br>TOTAL BASE VEHICLE<br>OXFORD WHITE<br>UNIQUE CLOTH<br>SPACE GRAY INTERIOR<br>EQUIPMENT GROUP 200A<br>.2.3L ECOBOOST I-4 ENGINE<br>.10-SPEED AUTO TRANSMISSION<br>.P255/65R18 A/S BSW TIRES | FLR LNERS RW 1&2/NO CRPET MAT<br>2ND RW SPLT BENCH W/E-Z ENTRY<br>50 STATE EMISSIONS<br>18" SILVER PAINTED ALUM WHLS<br>FRONT LICENSE PLATE BRACKET | |
| | AFI - UPFITTING PACKAGE - Q10864 - REMOTE SIREN CONTROLLER, FLASHERS, SIREN SPEAKER, Z-FLASHER, 2 GRILLE AND 2 REAR FACING RED/WHITE AND BLUE/WHITE LIGHTS | $4,661.90 |
| | FACTORY OPTION TOTAL | $160.00 |

**Special Notes and Instructions**
MSO/ODO STATEMENT. CUST RESPONSIBLE FOR REGISTRATION, TAXES AND TITLING

| | | |
|---|---|---|
| Subtotal less trade-in | | $47,416.90 |
| Sales Tax | 0.00% | $0.00 |
| Tire Tax | 0 | $0.00 |
| Extended Warranty | | $0.00 |
| Flooring | | $0.00 |
| Delivery | | $0.00 |
| Docs & Registration | | $0.00 |
| Total Per Unit | | $47,416.90 |
| Quantity of Units | | 1 |
| **PO Total** | | **$47,416.90** |

Above information is not an invoice and only an estimate of services/goods described above. Quote subject to change.

Please confirm your acceptance of this quote by signing this document, and returning your PO.

Signature
Print Name
Date

If you have any questions concerning this quote, contact Sandra Gonzalez

**Thank you for your business!**

1845 E SANTA FE, OLATHE, KS 66062
505-850-5504 - SGONZALEZ@OLATHEFLEET.COM

OLATHE FLEET

# Purchase Order / Quote

OLATHE FORD SALES INC
SANDRA GONZALEZ
GOVERNMENT MANAGER
DIRECT - 505-850-5504

| | |
|---|---|
| Date | 6/2/25 |
| Valid Until | 7/2/2025 |
| Contract | B 2024-068 Metro Vehicle Bid |
| PO | |
| Lead Time | TRADE |

**Customer:**
INDEPENDENCE, MO

**Invoice Address:**

**Delivery Address:**
Same

| Description - Vehicle Preview Details | | Line Total |
|---|---|---|
| 2025 FORD EXPLORER ACTIVE - 4X4 - AGATE BLACK OR GRAY | | $42,995.00 |
| K8D0 EXPLORER ACTIVE 4WD<br>.119 INCH WHEELBASE<br>TOTAL BASE VEHICLE<br>OXFORD WHITE<br>UNIQUE CLOTH<br>SPACE GRAY INTERIOR<br>EQUIPMENT GROUP 200A<br>.2.3L ECOBOOST I-4 ENGINE<br>.10-SPEED AUTO TRANSMISSION<br>.P255/65R18 A/S BSW TIRES | FLR LNERS RW 1&2/NO CRPET MAT<br>2ND RW SPLT BENCH W/E-Z ENTRY<br>50 STATE EMISSIONS<br>18" SILVER PAINTED ALUM WHLS<br>FRONT LICENSE PLATE BRACKET | |
| | AFI - UPFITTING PACKAGE - Q10864 - REMOTE SIREN CONTROLLER, FLASHERS, SIREN SPEAKER, Z-FLASHER, 2 GRILLE AND 2 REAR FACING RED/WHITE AND BLUE/WHITE LIGHTS | $4,661.90 |
| | FACTORY OPTION TOTAL | $160.00 |

**Special Notes and Instructions**
MSO/ODO STATEMENT. CUST RESPONSIBLE FOR REGISTRATION, TAXES AND TITLING

| | | |
|---|---|---|
| Subtotal less trade-in | | $47,816.90 |
| Sales Tax | 0.00% | $0.00 |
| Tire Tax | 0 | $0.00 |
| Extended Warranty | | $0.00 |
| Flooring | | $0.00 |
| Delivery | | $0.00 |
| Docs & Registration | | $0.00 |
| Total Per Unit | | $47,816.90 |
| Quantity of Units | | 1 |
| **PO Total** | | **$47,816.90** |

Above information is not an invoice and only an estimate of services/goods described above. Quote subject to change.

Please confirm your acceptance of this quote by signing this document, and returning your PO.

Signature
Print Name
Date

If you have any questions concerning this quote, contact Sandra Gonzalez

**Thank you for your business!**

1845 E SANTA FE, OLATHE, KS 66062
505-850-5504 - SGONZALEZ@OLATHEFLEET.COM

OLATHE FLEET

# Purchase Order / Quote

OLATHE FORD
SANDRA GONZALEZ
GOVERNMENT FLEET SOLUTIONS TEAM
DIRECT - 505-850-5504

| | |
|---|---|
| Date | 6/2/25 |
| Valid Until | 7/2/25 |
| Contract | IFB 2024-068 Metro Vehicle Bid |
| PO | |
| Lead Time | IN STOCK |

| Customer: | Invoice Address: | Delivery Address: |
|---|---|---|
| INDEPENDENCE, MO | Same | |

| Description | | | | Line Total |
|---|---|---|---|---|
| MAVERICK SR A75955<br>2025 XL AWD EXTERIOR<br>121" WHEELBASE OXFORD WHITE<br>2.0L ECOBOOST ENGINE INTERIOR<br>AUTOMATIC TRANSMISSION BLACK ONYX-MED DK SLATE TRI | | | | $28,004.00 |
| EXTERIOR<br>☐ CARGO BOX TIE DOWN HOOKS<br>☐ DAYTIME RUNNING LAMPS<br>☐ DOOR HANDLES - BLACK<br>☐ EASY FUEL® CAPLESS FILLER<br>☐ FLEXBED™ STORAGE SYSTEM<br>☐ GRILLE - BLACK MESH<br>☐ HEADLAMPS-LED AUTO HI-BEAM<br>☐ HEADLAMPS-LED AUTO ON/OFF<br>☐ LED REFLECTOR HEADLAMPS<br>☐ MANUAL LOCKING TAILGATE<br>☐ WIPERS- INTERMITTENT | INTERIOR<br>☐ 1-TOUCH DOWN DRIVER WINDOW<br>☐ 2ND ROW BENCH FLIP-UP W/ UNDER-SEAT STORAGE<br>☐ 8.0" PRODUCTIVITY SCREEN<br>☐ CLOTH BENCH REAR SEAT<br>☐ CRUISE CONTROL<br>☐ DUAL USB<br>☐ MANUAL A/C, SINGLE ZONE<br>☐ POWER LOCKS AND WINDOWS<br>☐ POWERPOINTS - 12V<br>☐ ROTARY GEAR SHIFT DIAL<br>☐ TILT/TELESCOPE STR COLUMN<br>☐ VINYL SOFT CONSOLE LID | FUNCTIONAL<br>☐ 4-WHEEL ANTILOCK BRAKE SYS<br>☐ BATTERY SAVER FEATURE<br>☐ ELECTRIC PARKING BRAKE<br>☐ ELECTRONIC PWR ASST STEER<br>☐ FORDPASS™ CONNECT 5GWI-FI HOTSPOT TELEMATICS MODEM<br>☐ PRE-COLLISION ASSIST W/AEB<br>☐ REAR VIEW CAMERA<br>☐ REMOTE KEYLESS ENTRY<br>☐ SELECTABLE DRIVE MODES<br>☐ SYNC®4 W/EVR & 13.2" SCRN | SAFETY/SECURITY<br>☐ AIRBAGS - SAFETY CANOPY®<br>☐ BELT-MINDER CHIME<br>☐ LATCH CHILD SAFETY SYSTEM<br>☐ SECURILOCK® ANTI-THEFT SYS<br>☐ TIRE PRESSURE MONIT SYS<br>WARRANTY<br>☐ 3YR/36,000 BUMPER / BUMPER<br>☐ 5YR/60,000 POWERTRAIN<br>☐ 5YR/60,000 ROADSIDE ASSIST<br>☐ 8YR/100,000 HYBRID UNIQUE | |
| EQUIPMENT GROUP 102A 575.00<br>OPTIONAL EQUIPMENT/OTHER<br>2K TRAILER HITCH RECEIVER 100.00<br>50 STATE EMISSIONS NO CHARGE | | TOTAL OPTIONS/OTHER | | $675.00 |

| | | |
|---|---|---|
| Subtotal | | $28,679.00 |
| Sales Tax | 0.00% | $0.00 |
| Tire Tax | 0 | $0.00 |
| Extended Warranty and Maintenance Plan | | $0.00 |
| Flooring | | $0.00 |
| Transport | | $0.00 |
| Docs & Registration | | $0.00 |
| Total Per Unit less Trade-In | | $28,679.00 |
| Quantity of Units | | 1 |
| **Sale Total** | | **$28,679.00** |

## Special Notes and Instructions

**MSO/ODO STATEMENT. CUST RESPONSIBLE FOR REGISTRATION, TAXES AND TITLING**

**QUOTES ARE ONLY VALID UNTIL CURRENT MODEL YEAR ORDER BANK CLOSES. OLATHE FORD RESERVES THE RIGHT TO CHARGE CUSTOMER FOR FLOORPLAN IF UPFITTING TAKES AN EXCESSIVE AMOUNT OF TIME.**

**MSO AND TITLING PAPERWORK WILL BE PROVIDED AFTER PAYMENT IS RECEIVED FOR VEHICLE**

Above information is not an invoice and only an estimate of services/goods described above. Quote subject to change.

Please confirm your acceptance of this quote by signing this document, and returning your PO.

Signature _____
Print Name _____
Date _____

If you have any questions concerning this quote, contact Sandra Gonzalez

**Thank you for your business!**

1845 E SANTA FE, OLATHE, KS 66062
505-850-5504 - SGONZALEZ@OLATHEFLEET.COM

AFI
6606 Stadium Drive
Kansas City MO 64129

Phone: (816) 861-4000
Fax:
afi-kc.com

# QUOTE

**Quote ID:** Q10864
**Quote Date:** 5/30/2025
**Quote Valid Until:** 7/29/2025



**Customer:** INDEPENDENCE FIRE DEPARTMENT
950 N Spring St
Independence MO 64050

**Contact:**
**Phone:** (816) 325-7131
**Email:**
**Salesperson:** Ryan Jennings

| *Make:* | *Model:* | *Year:* | *Single/Dual:* |
|---|---|---|---|
| *Cab Type:* | *Wheelbase:* | *Cab-to-Axle:* | *VIN:* |

***Order Description*** Independence Fire w/ Z-Flash

| Line | Quantity | Description | Unit Price | Amount |
|---|---|---|---|---|
| 10 | 1 EA | Default Part (for Unknown Parts)<br>nERGY 400 Series Handheld Remote Siren w/ 13 ft coil cable length, 10-16v - 100 watt single-tone | $1,006.15 | **$1,006.15** |
| 20 | 1 EA | FLASHER/STROBE/LIGHT BAR Lights INSTALLATION KIT - | $200.00 | **$200.00** |
| 30 | 1 EA | Default Part (for Unknown Parts)<br>911 WIRE HARNESS 8 CHANNEL | $985.80 | **$985.80** |
| 40 | 4 EA | Dual Window Shroud Kit for 4" Light w/ Stud Mount - Black | $67.00 | **$268.00** |
| 50 | 4 EA | "MPOWER 4"" 3 WIRE STUD MOUNT..EMPSCG2STS5RBW" | $228.31 | **$913.24** |
| 60 | 1 EA | Default Part (for Unknown Parts)<br>Z-Flash BCM 2300 for Ford | $889.99 | **$889.99** |
| 80 | 1 EA | "100J SPEAKER..ETSS100J" | $328.72 | **$328.72** |

| | |
|---|---|
| **Shop Supplies:** | **70.00** |
| **Sub Total:** | **$4,661.90** |
| **Sales Tax:** | **$0.00** |
| **Grand Total:** | **$4,661.90** |

As of: 5/30/2025 10:08:46 AM

Customer must fill out the information below before the order can be processed...

| | |
|---|---|
| Accepted by: | |
| Date: | |
| P.O. Number: | |

*** Labor and installation is included in all pricing.**

* Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.

* Please note if chassis is furnished, it is as a convenience and terms are Net Due on receipt of Chassis.

**AFI**
**6606 Stadium Drive**
**Kansas City MO 64129**

**Phone:** **(816) 861-4000**

**Fax:**

**afi-kc.com**

# QUOTE

**Quote ID:** Q10864

**Quote Date:** 5/30/2025

**Quote Valid Until:** 7/29/2025



* A service charge of 3% will be applied to all credit card purchases.

**Notes:**

As of: 5/30/2025 10:08:46 AM

# City of Independence

AGENDA ITEM COVER SHEET

**Agenda Title:**

Council action is requested to authorize the City Manager to enter into an agreement with Catalyst Property Group, LLC to sell approximately 1.69 acres of real property located at 20221 E. Jackson Drive, Independence, Missouri.

**Recommendations:**

Council approval is recommended.

**Background:**

As the Council is aware, the City entered into a lease-purchase agreement for 20201 and 20221 E. Jackson Drive, approved by the City Council on January 2, 2024. The City plans to use the building at 20201 E. Jackson Drive as the Independence Municipal Commons. The vacant lot at 20221 E. Jackson Drive, which is already subdivided, is not needed.

The City received two purchase offers for 20221 E. Jackson Drive—from Catalyst Property Group and P2 Real Estate. Both proposals included two site uses: a quick-serve restaurant and a drive-thru coffee shop. P2 Real Estate offered $1.461 million with a 195-day inspection and condition period. Catalyst offered $1.425 million with a 150-day inspection and condition period.

As the Council is aware, a set of use restrictions were agreed upon in the letter of intent, shown in Exhibit B attached. These uses exclude all noxious uses and other such uses determined by the Seller to be incompatible. A full and complete set of such uses is further defined in Exhibit B. Restrictions on uses will run with the property. However, current City Code Section 14-418-12 would prohibit limited motor vehicle repair use on this site (750' limited motor vehicle repair distance limit), and as such, that use is included in the restrictions. In the case that the City Council amends City Code language that would allow for limited motor vehicle repair use on this site, a restriction on such a use would no longer apply to this agreement.

**Emergency Justification:**

**Fiscal Impact:**

The purchase price of the property is $1,425,000, which is due to the City. As the seller, the City is responsible for delivering an ALTA survey and Title Commitment to the buyer at a cost of $4,820, and paying a six percent (6%) commission of $85,500, both of which will be paid from the proceeds of the sale.

**Council Action:**

| | |
|---|---|
| **Department / Contact** | City Manager / |

**REVIEWERS**

Melissa Cabrera
Jeremy Cover
Zachary Walker
Susanne Holland

**ATTACHMENTS:**

1. Indpendence City Hall Outparcel PSA
2. Exhibit A
3. Exhibit B

**REAL ESTATE CONTRACT**

This Real Estate Contract ("Contract") is entered into by and between **City of Independence, Missouri,** a municipal corporation ("Seller") and **Catalyst Property Group, LLC**, a Kansas limited liability company, or its assigns ("Buyer"). The "Effective Date" of this Contract is the last date upon which both Seller and Buyer have executed this Contract.

1. Purchase and Sale. Seller hereby agrees to sell and convey, and Buyer agrees to purchase, approximately 1.69 acres of real property located at **20221 E. Jackson Drive, Independence, Missouri,** together with all and singular the rights and appurtenances pertaining to the property, and all right, title and interest of Seller in and to parking, adjacent streets, easements, and rights of way ("Property"). A site plan of the Property is attached hereto as **Exhibit A** and made a part hereof. A legal description of the Property shall be determined by the "Survey" described below.

2. Purchase Price. The Purchase Price for the Property is **One Million Four Hundred Twenty-Five Thousand and 00/100 Dollars ($1,425,000.00)** ("Purchase Price") and shall be paid as follows:

(a) Buyer agrees to deliver to and deposit with **Alpha Title, 306 SSE 291 Highway, Lee's Summit, Missouri 64063** ("Title Company") the amount of **$25,000.00** as an earnest money deposit ("Deposit") within five (5) business days after the Effective Date. The Deposit shall be applied to the Purchase Price at Closing or delivered to the party entitled to receive it pursuant to the terms of this Contract.

(b) The balance of the Purchase Price shall be paid in cash and delivered at Closing, subject to prorations and allocations stated below.

3. Seller's Representations and Warranties. Seller makes the following representations and warranties to Buyer:

(a) Seller has obtained all required approvals from the City Council to enter into this Contract.

(b) Seller is not a foreign person selling property as described in the Foreign Investment in Real Property Tax Act ("FIRPTA") and agrees to deliver an affidavit at Closing reflecting that Seller is not such a foreign person and provide Seller's tax identification number ("Tax Affidavit").

(c) Seller has no actual knowledge of litigation pending or threatened against Seller or the Property which would affect the sale of the Property, and the Seller has received no official notice of any governmental proceedings, including without limitation, condemnation proceedings, that would impair Seller's ability to perform its obligations under the Contract, and to complete the Closing thereunder.

(e) There is no right, title, interest or claim by a third party to ownership, right of possession, option to purchase, right of first refusal, lease, adverse possession, encroachment, boundary dispute, or claim of equitable ownership, concerning the Property.

(f) Seller is not a party to any unrecorded agreements affecting the Property that shall be binding on Buyer at Closing, including, without limitation, leases, maintenance or service agreements, or license agreements. Seller shall not enter into any such agreements without prior disclosure to Buyer of the parties to and the terms and conditions of such agreements and Buyer's prior written consent thereof. To

the extent any such agreements exist, Seller represents and warrants that all such agreements are terminable and Seller further covenants that it shall terminate, effective as of the date of Closing, any such agreements so that exclusive possession of the Property shall be delivered to Buyer at Closing.

(g) Seller has not received any notice of any action or proceeding relating to any hazardous material or notice of any release or threatened release thereof on, under or at the Property, nor does Seller have actual knowledge of any event, status or condition affecting the Property that may provide grounds for such action or proceeding relating to hazardous materials.

The Property shall be conveyed **"AS-IS"** and **"WHERE-IS"** AND EXCEPT AS PROVIDED ABOVE SELLER EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OR GUARANTIES, OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED, CONCERNING THE VALUE, CONDITION, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, ENFORCEABILITY, OR FITNESS OF THE PROPERTY.

4. Seller's Documents and Survey. (a) Within **five (5) business days** after the Effective Date, Seller shall deliver to Buyer a copy of the following "Seller's Documents" to the extent in Seller's possession or control: (i) the most recent real estate tax bill, (ii) all environmental reports and studies and any correspondence with governmental agencies regarding the environmental condition of the Property, (iii) Seller's most recent survey and site plan of the Property, (iv) engineering, geotech, and soil reports, (v) utility drawings and plans, (vi) any restrictive covenants, easements, restrictions, and recorded documents, (vii) agreements with third parties and/or adjacent owners that are not recorded in the real estate records, (viii) planning and zoning reports, and (ix) Seller's owner's policy of title insurance. For each day after the 5th day that Buyer does not receive the Seller's Documents, the Due Diligence Period shall be extended on a day for day basis.

(b) Within **thirty (30) days** after the Effective Date, Seller shall deliver to Buyer an updated ALTA survey prepared by a surveyor licensed in the State of Missouri ("Survey") certified to the Seller, Buyer and Title Company which shall include the following detail: (i) metes and bounds legal description, (ii) boundary lines, (iii) location of all access, curbing, and adjacent streets and public rights of way, (iv) incorporation of the Title Commitment and show the location of all easements and recorded documents described in the Title Commitment and indicate whether such Title Commitment exception affect or do not affect the subject property, (v) flood zone designation, (vi) description of access, (vii) statement of any encroachments, and (viii) set back lines. Upon receipt and mutual approval of the Survey, the parties shall enter into an amendment to this Contract incorporating the legal description as shown in the Survey. For each day after the 30th day that Buyer does not receive the Survey, the Due Diligence Period shall be extended on a day for day basis.

5. Title Insurance. Within **ten (10) days** after the Effective Date, Seller shall deliver to Buyer an ALTA Title Commitment from the Title Company together with copies of all exception documents described therein ("Title Commitment"). Buyer shall deliver to Seller its written objections to any matters shown or indicated in the Title Commitment and Survey prior to expiration of the Due Diligence Period (as may be extended). Items not objected to in a timely manner shall be deemed "Permitted Exceptions" (defined hereafter). In the event Seller is unable or unwilling to cure or remove such objections to Buyer's reasonable satisfaction, Buyer may, at its option, terminate this Contract and receive a full refund of the entire Deposit, or waive its objections and proceed to Closing. Effective as of the date and time of recording of the Deed, there shall be issued to Buyer by the Title Company, an extended ALTA Owner's Title Insurance Policy

("Title Policy") in the amount of the Purchase Price. The Title Policy shall insure good and marketable fee simple title to the Property subject only to those matters approved or waived by Buyer ("Permitted Exceptions") and having such affirmative endorsements as Buyer may request. The costs and expenses of the Title Commitment and Title Policy shall be paid by Seller, but Buyer shall pay the cost of any endorsements. For each day after the 10th day that Buyer does not receive the Title Commitment, the Due Diligence Period shall be extended on a day for day basis.

6. Due Diligence and Permitting.

(a) Buyer shall have **sixty (60) days** after the later of (i) the Effective Date and (ii) Buyer's receipt of final site plan approval from Seller's Community Development Department (provided that Buyer submits such site plan for approval within sixty (60) days after the Effective Date) ("Due Diligence Period") to perform and complete all inspections, investigations, and due diligence and to determine whether to purchase the Property. Buyer may extend the Due Diligence Period for up to two (2) periods of thirty (30) days each by delivering written notice to Seller prior to expiration of the Due Diligence Period (or prior to the first extended period as the case may be). Buyer agrees that $5,000.00 of the Deposit shall be deemed non-refundable per extension, except if Seller defaults on its obligations under this Contract, or is unable to convey fee simple marketable title, or Buyer is entitled to return of the entire Deposit as provided in any other provision of this Contract.

(b) Buyer shall have an additional **ninety (90) days** after the expiration of the Due Diligence Period (as may be extended) to apply for and obtain all necessary governmental approvals, permits and entitlements for its intended retail development ("Permitting Period"). Buyer shall use commercially reasonable efforts to diligently obtain all such permits and approvals prior to expiration of the Permitting period.

(c) Buyer may, at its option, terminate this Contract for any or no reason by delivering written notice to Seller at any time on or before 5:00 p.m. (Central Time) on or before the last day of the Permitting Period. If Buyer terminates this Contract prior to expiration of the initial 60-day Due Diligence Period, the entire Deposit shall be refunded to Buyer. If Buyer terminates this Contract after it exercises an extension of the Due Diligence Period, the refundable portion of the Deposit, as defined in Section 6(a), shall be fully refundable to Buyer. In the event Buyer does not terminate this Contract prior to expiration of the Permitting Period, the entire Deposit shall be deemed non-refundable, except if Seller defaults on its obligations under this Contract, or is unable to convey fee simple marketable title, or Buyer is entitled to return of the entire Deposit as provided in any other provision of this Contract.

7. Seller's Work. Prior to and as a condition of Closing, Seller shall cause the following items to be completed to the reasonable satisfaction of Buyer ("Seller's Work"): (a) Seller shall rezone the Property for Buyer's intended retail use, and (b) Seller shall cause the Property to be replated and subdivided as a separate tax parcel (subject to Buyer's approval of the proposed plat). Upon receipt of the recorded replat, Buyer shall have the Title Commitment updated.

8. Closing. This Contract shall close no later than **thirty (30) days** after expiration of the Permitting Period, subject to completion of Seller's Work ("Closing Date"). The Closing shall occur in escrow at the Title Company. Seller and Buyer shall equally share the Title Company's escrow fee. Buyer shall be fully responsible for all fees and expenses in connection with its lender and the recording fee for the Deed. Each party shall be responsible for and shall pay its own legal fees. At Closing:

(a) Seller, no later than the Closing Date, shall deliver to Buyer the following:

(i) A Special Warranty Deed in form acceptable to Buyer duly executed and acknowledged by Seller, conveying fee simple marketable title to Buyer subject only to the Permitted Exceptions. Buyer acknowledges and agrees that the Deed (or the ECR described below) will contain a prohibition of the uses described on **Exhibit B** attached hereto and made a part hereof

(ii) Exclusive possession of the Property.

(iii) Title Company Owner's Affidavit.

(iv) The FIRPTA Tax Affidavit.

(v) Seller's Certificate ratifying and confirming the truth and accuracy of Seller's Representations and Warranties set forth in Section 3 and Seller's Covenants in Section 8 as of the Closing Date.

(vi) A mutually acceptable Agreement of Easements, Covenants and Restrictions ("ECR") to be recorded at Closing between the Property and Seller's adjacent property providing for cross-access, cross-parking, maintenance obligations, use restrictions, and such other terms and conditions typical of such multi-lot agreements. The ECR shall also include a provision which permits Seller to repurchase the Property for the Purchase Price described herein (less Seller's transaction costs) if Buyer does not commence construction on any portion of the Property within two (2) years after the Closing Date, to be more fully described in the ECR. Seller and Buyer shall agree on the form of the Easement within sixty (60) days after expiration of the Due Diligence Period (as may be extended). If the parties do not agree on the form of ECR by such date, Buyer may terminate this Contract and the entire Deposit shall be refunded to Buyer.

(b) Buyer shall deliver to Seller the following:

(i) The consideration required pursuant to Section 2 above, in cash or by Buyer's certified or cashier's check in U.S. funds available immediately to Seller.

9. Seller Covenants. Seller agrees that during the period between the Effective Date and the Closing Date: (i) Seller will manage or cause the Property to be managed in accordance with its past practices and restrictive covenants and declarations which encumber the Property; (ii) Seller will enter into no agreements, leases, occupancy agreements, easements, or licenses with respect to the operation, occupancy, use, or maintenance of any portion of the Property, without the prior written consent of Buyer, which consent shall not be unreasonably withheld, delayed or conditioned; (iii) Seller shall notify Buyer promptly of any code violations, litigation, arbitration, or administrative hearing concerning or affect any part of the Property; (iv) Seller shall not further encumber the Property; and (v) Seller agrees to cooperate with Buyer in applying for, negotiating, and obtaining all governmental approvals, zoning changes, development plans, entitlements and incentives, etc. at de minimus cost to Seller, and Seller will not oppose Buyer's development efforts.

10. Entry on Property. Buyer, its agents, employees, and representatives, are hereby granted the

right to immediately enter on all or any portion of the Property for the purpose of making any structural, mechanical, engineering, geological, ecological, environmental, soil, surveying, appraisal, or other inspections, tests, or work as Buyer, in its discretion, may deem necessary or appropriate. Buyer agrees to indemnify, defend, and hold Seller harmless for all liabilities, damages and claims arising out of injury to persons or property as a result of Buyer's inspection and such indemnification shall survive closing. Buyer shall not be liable for any pre-existing condition on the Property nor for any damages arising out of the discovery of any pre-existing condition.

11. Prorations and Taxes. Real property taxes, installments of current year special assessments, and other operating expenses shall be prorated to the Closing Date, based upon actual days involved. Seller shall be responsible for all taxes, installments of special assessments, and any other charges for any period prior to the Closing Date. The parties agree to make a good faith and equitable allocation of all income and expenses and other charges at least three (3) business days prior to Closing, and such allocation shall be reflected on the closing statement to be agreed upon and signed by the parties at Closing.

12. Notices. All notices, deliveries or other communications required or permitted to be given hereunder shall be in writing and shall be (i) hand delivered, (ii) mailed by registered or certified mail, postage prepaid, or (iii) sent by overnight delivery service, or (iv) sent by electronic mail. Notice shall be deemed given when received by the receiving party.

To Seller: City of Independence
_____
_____
Attn:
E-mail:

To Buyer: Catalyst Property Group, LLC
8131 Metcalf Avenue, Suite 202
Overland Park, Kansas 66204
Attn: Jeff Berg
E-mail: jeff@ctapg.com

With a copy to: Jay T. Shadwick
9101 W. 110th Street, Suite 200
Overland Park, Kansas 66210
E-mail: jshadwick@kc-dsdlaw.com

13. Brokers. Buyer and Seller acknowledge that Catalyst Property Group, LLC ("Buyer's Broker") represents the Buyer and Copaken Brooks ("Seller's Broker") represents the Seller. Buyer and Seller acknowledge that Seller's Broker and Buyer's Broker shall be paid per a separate agreement negotiated directly between the brokerage companies and such compensation shall be paid at Closing. There are no other brokers involved in this transaction. **Jeff Berg is a principal of Buyer and is a real estate broker or salesperson licensed in the State of Missouri with Catalyst Property Group. Matt Gibbs and Brandon Haverty are real estate brokers or salespersons licensed in the State of Missouri with ReCor Properties and may become principals of Buyer (or its assignee).**

14. Risk of Loss. All risk of loss shall be borne by Seller until Closing, unless such loss is caused

by action of Buyer, or any of their affiliates or vendors in the course of due diligence. Seller agrees to give Buyer prompt notice of any fire or other casualty affecting the Property between the date hereof and Closing or of any actual or threatened taking or condemnation of all or any portion of the Property. If prior to the Closing there shall occur any such damage, or actual or threatened taking or condemnation, then in any such event Buyer may at its option terminate this Contract by notice to Seller within twenty (20) days after Buyer has received the notice referred to above or at the Closing, whichever is earlier, and the Deposit shall be returned to Buyer. If Buyer does not so elect to terminate this Contract, then the Closing shall take place as provided herein without abatement of the Purchase Price, and there shall be assigned to Buyer at the Closing all of Seller's interest in and to all insurance proceeds or condemnation award.

15. Default and Remedies. If Seller defaults hereunder, Buyer may (a) terminate this Contract by written notice delivered to Seller at or prior to the Closing, whereupon the Deposit shall be immediately returned to Buyer, and Seller shall be liable and reimburse Buyer for Buyer's out of pocket expenses in connection with this Contract and Buyer's due diligence up to the date of termination; or (b) pursue an action for specific performance against Seller; or (c) in the event specific performance is not available to Buyer due to Seller wrongfully conveying the Property to a third party while this Contract is still in effect, pursue an action for damages. The foregoing remedies are Buyer's sole and exclusive remedies. If Buyer defaults hereunder, Seller, as Seller's sole and exclusive remedy for such default, shall be entitled to terminate this Contract by notice to Buyer and retain the Deposit, it being agreed between Buyer and Seller that such sum shall be liquidated damages for a default of Buyer hereunder because of the difficulty, inconvenience, and the uncertainty of ascertaining actual damages for such default. If either Buyer or Seller obtains a judgment against the other party in connection with the enforcement of this Contract, reasonable attorney's fees incurred by the prevailing party, as fixed by the court, shall be included in such judgment and paid by the non-prevailing party.

16. Exchange. Each party hereby consents to the other party including this transaction as part of a tax deferred exchange under Section 1031 of the Internal Revenue Code and agrees to reasonably cooperate with the other party, at no cost to the cooperating party, including the execution of any standard notices and consent forms required or permitted by law. The parties acknowledge and agree that assigning its rights to a third-party intermediary for purposes of affecting the exchange shall not release such party of its obligations hereunder.

17. Recapture. If the Buyer has not begun construction on any portion of the Property within two (2) years from the Closing Date, the Seller in its sole discretion may elect to repurchase the Property by delivering written notice to Buyer within thirty (30) days after expiration of such two-year period. The repurchase must occur within one hundred twenty (120) days after delivery of Seller's notice to repurchase and the purchase price of the Property will be the same amount of the initial Purchase Price hereunder less all closing costs paid by the City and any other reasonable out-of-pocket costs, including but not limited to, legal, civil and brokerage fees, agreed to by the Parties prior to or at closing. . As used above, Buyer shall be deemed to have begun "construction" at such time as Buyer commences grading or utility work related to development of an permitted use. If Seller does not deliver the recapture notice within the 30-day period described above, Seller shall be deemed to have waived its right to repurchase.

18. Utilities. During the Inspection Period (including Extensions) Buyer shall be solely responsible for determining if the existing utilities including Water, Storm Water, Sanitary Sewer, Electric, Gas, Telephone and Cable (the "Utilities") are provided for in the location and capacity sufficient for Buyer's intended development of the parcel. If in the Buyer's sole determination that any utility shall require

modification in service size, location, or any other condition, such modifications shall be at Buyer's sole expense.

19. Miscellaneous. The parties agree to the following terms and provisions:

(a) This Contract shall be construed and governed in accordance with the laws of the State of Missouri. Any dispute arising out of this Contract shall have its venue and jurisdiction in the Circuit Court of Jackson County, Missouri at Independence.

(b) All the parties to this Contract have participated fully in the negotiation and preparation hereof; and accordingly, this Contract shall not be more strictly construed against any one of the parties hereto. In the event any term or provision of this Contract is determined by an appropriate judicial authority to be illegal or otherwise invalid, such provision shall be construed as such authority determines, and the remainder of this Contract shall be construed to be in full force and effect.

(c) In construing this Contract, the singular shall be held to include the plural, the plural shall be held to include the singular, the use of any gender shall be held to include every other and all genders, and captions and paragraph headings shall be disregarded.

(d) All exhibits attached hereto are incorporated in, and made a part of, this Contract. This Contract constitutes the entire understanding and agreement between the parties, and there are no understandings, agreements, representations or warranties except as specifically set forth herein.

(e) This Contract may not be changed, altered, or modified except by an instrument in writing signed by the party against whom enforcement such change would be sought.

(f) This Contract shall be binding upon the parties hereto and their respective successors and assigns. Buyer may assign its rights in this Contract to a third party. In the event Buyer assigns this Contract to another party, Buyer shall remain obligated to perform its obligations hereunder.

(g) Time is of the essence of this Contract.

(h) All obligations hereunder which by their nature or by any provision of this Contract involve performance after the Closing Date, shall survive the Closing and delivery of the Deed.

(i) If any critical date for performance falls on a Saturday, Sunday or legal holiday recognized by the State of Missouri the date for performance shall be deemed to be the immediately following business day.

(j) After the Effective Date, Buyer may market and advertise the Property to prospective tenants and buyers prior to the Closing Date, including, without limitation, placing signs on the Property.

(k) This Contract represents the entire Contract between the Seller and Buyer. All previous or contemporaneous contracts, representations, promises, and conditions relating to the Company's services described herein are superseded.

**(Signatures on Following Page)**

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS CONTRACT AS OF THE DATES SHOWN BELOW. THE LAST DATE IS THE "EFFECTIVE DATE."

**City of Independence**

By_____
Name _____
Title _____

Date: July ____, 2025

ATTEST:

_____
City Clerk

**Catalyst Property Group, LLC**

By_____
Name _____
Title _____

Date: June ____, 2025

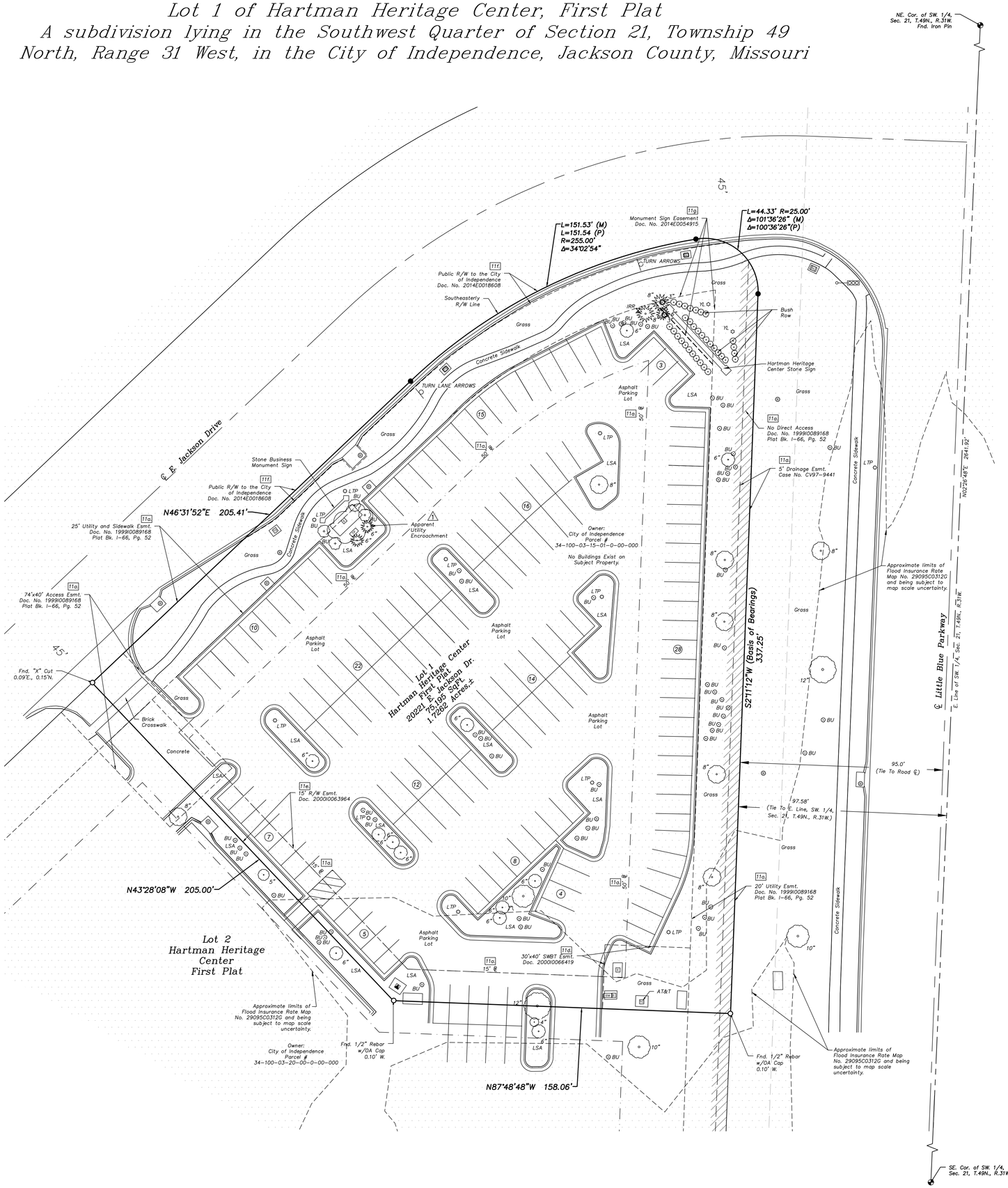
**EXHIBIT A**

**(Site Plan)**

**EXHIBIT B**

**(Prohibited Uses)**

# ALTA/ACSM Land Title Survey
## Lot 1 of Hartman Heritage Center, First Plat
### A subdivision lying in the Southwest Quarter of Section 21, Township 49 North, Range 31 West, in the City of Independence, Jackson County, Missouri




*Title and Easement Information Furnished by*
*Chicago Title Insurance Company*
*Ownership and Encumbrance Report with Easements*
*File No.: KCC251022*
*Effective Date: April 25, 2025 at 08:00 AM*

## PROPERTY DESCRIPTION AS FURNISHED:

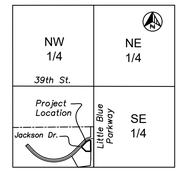
*Lot 1, Hartman Heritage Center, First Plat, a subdivision in Independence, Jackson County, Missouri, according to the recorded plat thereof.*

## SCHEDULE B EXCEPTIONS

*11. Recorded Easements:*
- *a. Building setback lines and easements shown on the plat recorded November 5, 1999 as Document No. 1999I0089168, in Plat Book I–66, Page 52.* ***(Applies, Plotted)***
- *b. Covenants, conditions, restrictions and easements contained in instrument recorded November 5, 1999 as Document No. 1999I0089170, amended by Document No. 2000I0013081.* ***(Applies, Not an Easement, Not Plotted)***
- *c. Covenants, conditions, restrictions and easements contained in instrument recorded March 6, 2000 as Document No. 2000I0013082.* ***(Applies, Not an Easement, Not Plotted)***
- *d. Easement granted to Southwestern Bell Telephone Company, recorded April 14, 2000 as Document No. 2000I0024191. Partially released by Document No. 2000I0066419.* ***(Applies, Plotted)***
- *e. Easement granted to the City of Independence, recorded September 26, 2000 as Document No. 2000I0063964.* ***(Applies, Plotted)***
- *f. Right of way and easement granted to the City of Independence, recorded March 11, 2014 as Document No. 2014E0018608.* ***(Applies, Plotted)***
- *g. Easement for monument sign as set forth in agreement recorded July 8, 2014 as Document No. 2014E0054915.* ***(Applies, Plotted)***

## SURVEYOR'S NOTES

1. *Basis of Bearings – Held the East Line of Lot 1, Hartman Heritage Center, First Plat at S2°11'12"W (Grid North). Matches plat of "Hartman Heritage Center, First Plat".*
2. *This property lies within Zone "X Shaded", "Other Flood Areas" Areas of 0.2% annual chance flood, areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile and areas protected by levees from 1% annual chance flood and Zone X (No Hatch), Areas determined to be outside the 0.2% annual chance floodplain. According to the Flood Insurance Rate Map (FIRM) Map Number 29095C0312G, Map Revised January 20, 2017.*
3. *Subject property contains 75,195 Square Feet or 1.7262 Acres, more or less.*
4. *No zoning report was provided to Olsson, however online research suggests that the surveyed premises is Zoned O–1 Office.*
5. *There is no observable evidence of recent earth moving work, there is no observable evidence of recent building construction or building additions within recent months.*
6. *Subject property contains 144 regular striped parking stalls and 0 designated handicap parking stalls, for a total of 144 striped automobile stalls.*
7. *Access to Jackson Drive via Access Easement Recorded in Doc. No. 1999I0089168, Plat Book. I–66, PG. 52.*
8. *All dimensions shown match platted dimensions unless noted otherwise.*
9. *There are no strips, gaps or gores with respect to Lot 1 and Lot 2 of Hartman Heritage Center, First Plat.*
10. *To the best of this surveyor's knowledge, there are no proposed changes in street right of way lines, nor is there any evidence of recent street or sidewalk construction.*
11. *To the best of this surveyor's knowledge, we have included any plottable offsite (i.e., appurtenant) easements or servitudes disclosed in documents provided to or obtained by the surveyor as a part of the survey pursuant to sections 5 and 6 (and applicable selected table a items) (client to obtain necessary permissions).*
12. *Apparent Utility Encroachment at the West side of subject property of an Electric Box and a Telephone Pedestal.*




*Section 21, T.49N., R.31W.*
*VICINITY MAP*
*Scale: 1" = 2000'*

N

1" = 20'
0' 10' 20' 40'
SCALE IN FEET

## LEGEND

- *SECTION CORNER*
- *SET 5/8" X 24" REBAR W/LC 366 CAP*
- *FOUND MONUMENT (ORIGIN UNKNOWN UNLESS OTHERWISE NOTED)*
- *E — ELECTRIC BOX*
- *LTP — LIGHT POLE*
- *YL — YARD LIGHT*
- *TRANSFORMER*
- *EM — ELECTRIC METER*
- *SL — STREET LIGHT BOX*
- *TS — TRAFFIC SIGNAL BOX*
- *TRAFFIC SIGNAL w/ARM*
- *TP — TELEPHONE PEDESTAL*
- *TC — TELEPHONE CABINET*
- *TEL — TELEPHONE VAULT*
- *D — STORM DRAIN MANHOLE*
- *S — SANITARY SEWER MANHOLE*
- *R/W — RIGHT–OF–WAY*
- *(P) — PREVIOUSLY PLATTED DIMENSION*
- *(M) — MEASURED DIMENSION*
- *(C) — CALCULATED DIMENSION*
- *B/L — BUILDING LINE*
- *BK. — BOOK*
- *PG. — PAGE*
- *11a — SCHEDULE "B" EXCEPTION NUMBER*
- *LSA — LANDSCAPE AREA*
- *? — NUMBER OF PARKING STALLS*
- *SIGN*
- *DECIDUOUS TREE*
- *CONIFEROUS TREE*
- *BU — BUSH*
- *STUMP*
- *APPARENT ENCROACHMENT*
- *ZONE X AREAS OF MINIMAL FLOOD HAZARD (NO HATCH)*
- *ZONE X – 0.2% ANNUAL CHANCE FLOODPLAIN HAZARD, AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTH LESS THAN ONE FOOT OR WITH DRAINAGE AREAS OF LESS THAN ONE SQUARE MILE*

## CERTIFICATION

*To: Government Employees Health Association, Inc., a Missouri corporation, Liberty Bank, an Arkansas Banking Corporation, and Chicago Title Insurance Company:*

*This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 6(a), 8, 9, 13, 16, 17, 18, and 19 of table a thereof. the fieldwork was completed on April 17, 2025.*

STATE OF MISSOURI
PATRICK ETHAN WARD
05/14/2025
NUMBER PLS-2005000071
PROFESSIONAL LAND SURVEYOR

*Patrick Ethan Ward, PLS–2005000071*
*Olsson, LC–366*
*pward@olsson.com*

*Prepared For:*
*City of Independence*
*111 E Maple*
*Independence, Mo 64050*

*Prepared By:*
*Olsson Associates*
*7301 West 133rd Street, Suite 200*
*Overland Park, Kansas 66213*
*Telephone: (913) 381–1170*


olsson
7301 West 133rd Street
Suite 200
Overland Park, KS 66213
olsson.com
TEL 913.381.1170
FAX 913.381.1174


| REV NO. | DATE | DESCRIPTION | BY |
|---|---|---|---|
| | | | |

REVISIONS

ALTA/NSPS LAND TITLE SURVEY
Lot 1 of Hartman Heritage Center, First Plat
INDEPENDENCE, JACKSON COUNTY, MISSOURI
2025

drawn by: EDV
designed by:
project no.: 02502136
date: 2025.05.12

SHEET 1 of 1

F:\02250\02001-02500\025-02136\40-Design\Survey\SRVY\Sheets\V_XALTA_02502136.dwg
DATE: May 14, 2025 9:17am USER: evalentine

**EXHIBIT B**
**Use Restrictions & Zoning**

Seller agrees that any uses, of any kind, will exclude all noxious uses and other such uses determined by the Seller to be incompatible. A full and complete set of such uses will be further defined in the Purchase Sale agreement. Restrictions on uses will run with the property.

Buyer acknowledges the zoning uses and restricted uses.

Exhibit B –Use Restrictions & Zoning. Use and restrictions are subject to Section 13-301-03 Uses of the City's Zoning Ordinance. In addition to Section 13-301-03, the City in it's sole discretion has identified the following uses as restricted.

- All Group Living Categories
- Tavern/Night Club
- Liquor Store
- Marijuana Facilities
- Body Art Services
- Wireless Communication Facilities

Regarding limited motor vehicle repair uses, the City Code Section 14-418-12 specifically prohibits "motor vehicle repair" facilities that are within 750 feet of several related uses, but specifically (i) Car Wash (McBee's) and (ii) Convenience Stores with fuel sales (Quik Trip), both of which are with this radius restriction. In addition, "motor vehicle repair" facilities may not be located within 750 feet to the following uses.

Buyer acknowledges the current restrictions in City Code Section 14-418-12 (750' limited motor vehicle repair distance limit). In the case that the City Council of the seller amends City Code language that would allow for limited motor vehicle repair use on this site, a restriction on such a use would no longer apply to this agreement.

- Used car lot;
- ***Car wash;***
- Motor vehicle repair, limited and general;
- Motor vehicle rental agency;
- Heavy vehicle dealership;
- Vehicle storage/tow lot;
- Tow lot, limited;
- Gasoline and fueling sales.
- Adult Business
- Pawn shop
- Short-term loan service
- ***Convenience store with fuel sales***
- Tobacco store
- Light equipment sales/rental (outdoor)
- Motor vehicle repair, limited
- Motor vehicle repair, general
- Tow lot, limited

## ZONING

### 14-301-03 Uses

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

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

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

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

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

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

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

| Table 301-1 Office and Commercial Districts Use Table | | | | | | |
|---|---|---|---|---|---|---|
| P: Permitted S: Special Use Permit Required C: Conditional Uses —: Not Allowed | | | | | | |
| ***Use Category*** *Specific use type* | Zoning District | | | | | Use Standards |
| | O-1 | O-2 | C-1 | C-2 | C-3 | |
| **RESIDENTIAL** | | | | | | |
| **Household Living** | | | | | | |
| Mixed use residential | C | C | C | C | — | 14-505 |
| Multi-unit house (3—8 units) | C | | | | | 14-505 |
| Multiplex (3—8 units) | C | | | | | 14-505 |
| Apartments | C | | | | | 14-505 |
| **Group Living** | | | | | | |
| Group Home, Custodial | S | S | S | S | — | 14-404 |
| Group Home, Residential | C | C | C | C | — | 14-404 |
| Domestic Violence Residence/Shelter | | S | S | S | | 14-404 |
| Substance Abuse Treatment House | | S | S | S | | 14-404 |
| Penal Halfway House | | S | | | | 14-404 |
| Recovery Center | | | | S | S | 14-404 |
| Nursing Home | P | P | P | P | P | |
| Homeless Shelter | | S | S | S | | 14-404 |
| Soup Kitchen | | S | S | S | | 14-404 |

| | | | | | | |
|---|---|---|---|---|---|---|
| Transitional Housing | S | S | S | S | — | 14-404 |
| **PUBLIC/CIVIC** | | | | | | |
| **College/University** | — | P | — | P | P | |
| **Day Care** | | | | | | |
| Home-based (1—4) | C | C | C | C | — | |
| Family (5—10) | C | C | C | C | — | 14-401 |
| Group (11—20) | C | C | C | C | — | 14-401 |
| Center (21+) | — | C | C | C | — | 14-401 |
| **Government Buildings/Facilities** | P | P | P | P | P | |
| **Hospital** | — | C | — | C | — | 14-407 |
| **Library/Cultural Exhibit** | C | C | C | C | C | 14-407 |
| **Park/Recreation** | C | C | C | C | C | 14-407 |
| **Religious Assembly** | P | P | P | P | P | |
| **Safety Service** | C | C | C | C | C | 14-407 |
| **School** | P | P | P | P | P | |
| **Utilities and Services** | | | | | | |
| Basic, minor | P | P | P | P | P | |
| All other utilities and services | P | P | P | P | P | |
| **COMMERCIAL** | | | | | | |
| **Adult Business** | — | — | — | S | — | City Code Chapter 5 |
| **Animal Service** | | | | | | |
| Sales and grooming | — | — | P | P | — | |
| Shelter or boarding [1] | — | — | — | P/S | P/S | |
| Veterinary | — | — | P | P | P | |
| Stable | — | — | — | — | P | |
| **Artist Work or Sales Space** | P | P | P | P | — | |
| **Building Maintenance Service** | — | — | — | P | P | |
| **Business Equipment Sales and Service** | — | — | — | P | P | |
| **Business Support Service** | | | | | | |
| Day labor employment agency | — | — | — | — | P | |
| Employment agency | — | P | — | P | P | |
| All other business support service | — | P | — | S | P | |
| **Communication Service** | — | P | — | P | P | |
| **Construction Services** | | | | | | |
| No outdoor storage of equipment or materials | — | — | P | P | P | |
| With outdoor storage of equipment and materials | — | — | — | — | C | 14-503 |
| **Drive-Through Facility** | — | — | P | P | P | |

| | | | | | | |
|---|---|---|---|---|---|---|
| **Eating and Drinking Establishments** | | | | | | |
| Tavern or nightclub | — | — | — | P | — | |
| All other eating/drinking establishments | P | P | P | P | P | |
| **Entertainment and Spectator Sports** | | | | | | |
| Indoor small venue (1—149 capacity) | — | — | P | P | P | |
| Indoor medium venue (150—499 capacity) | — | — | — | P | P | |
| Indoor large venue (500+ capacity) | — | — | — | P | P | |
| Outdoor (all sizes) | — | — | — | C | C | 14-411 |
| **Financial Service** | | | | | | |
| Pawn shop | — | — | — | C | C | 14-402 |
| Short-term loan service | — | — | — | C | C | 14-402 |
| All other financial services | P | P | P | P | P | |
| **Food and Beverage Retail Sales** | P | — | P | P | — | |
| Liquor store | — | — | — | C | — | 14-425 |
| **Funeral and Interment Service** | | | | | | |
| Cemetery/columbarium/mausoleum | — | — | — | P | P | |
| Cremating | — | — | P | P | P | |
| Undertaking | — | — | P | P | P | |
| **Gasoline and Fuel Sales** | | | | | | |
| Convenience store with fuel sales | — | — | — | C/S | C/S | 14-403 |
| **Lodging** | | | | | | |
| Short-Term Rental | — | — | C | C | — | 14-424 |
| Bed and Breakfast | — | — | C | C | — | 14-420 |
| Hotel/motel | — | — | — | P | — | |
| Recreational vehicle park | — | — | — | S | S | 14-405 |
| **Marijuana Facilities** | | | | | | |
| Comprehensive marijuana cultivation facility | | | | | C | 14-421 |
| Medical marijuana cultivation facility | — | — | — | — | C | 14-421 |
| Medical marijuana dispensary facility | — | — | — | C | C | 14-421 |
| Comprehensive marijuana dispensary facility | | | | C | C | 14-421 |
| Microbusiness dispensary | | | | C | C | 14-421 |
| Microbusiness wholesale facility | | | | C | C | 14-421 |

| | | | | | | |
|---|---|---|---|---|---|---|
| Medical marijuana infused products manufacturing facility | — | — | — | — | C | 14-421 |
| Comprehensive marijuana infused products manufacturing facility | | | | | C | 14-421 |
| Marijuana testing facility | — | — | — | C | C | 14-421 |
| **Medical Service** | P | P | P | P | P | |
| **Office** | P | P | P | P | P | |
| **Parking, Non-accessory** | — | — | — | P | P | |
| **Personal Improvement Service** | | | | | | |
| Body art service | — | — | — | C/S | — | 14-416 |
| Fortune telling service | — | — | — | P | — | |
| Yoga and fitness studios, health clubs, martial arts studios | | P | P | P | P | |
| All other personal improvement services | P | P | P | P | — | |
| **Repair or Laundry Service** | — | — | P | P | P | |
| **Retail Sales** | — | — | P | P | P | |
| Convenience store | — | — | C/S | C/S | — | 14-426 |
| Small box discount store | — | — | C | C | — | 14-427 |
| Tobacco store | — | — | C/S | C/S | — | 14-419 |
| **Sports and Recreation, Participant** | | | | | | |
| Indoor | — | — | — | P | P | |
| Outdoor | — | — | — | P | P | |
| **Vehicle Sales and Service** | | | | | | |
| Car wash/cleaning service | — | — | — | S | S | 14-413 |
| Heavy equipment sales/rental | — | — | — | — | S | 14-409 |
| Light equipment sales/rental (indoor) | — | — | — | P | P | |
| Light equipment sales/rental (outdoor) | — | — | — | C/S | C/S | 14-409 |
| Motor vehicle repair, limited | — | — | — | C | C | 14-418 |
| Motor vehicle repair, general | — | — | — | — | C | 14-418 |
| **Vehicle Storage and Towing** | | | | | | |
| Vehicle storage/tow lots | — | — | — | — | S | 14-408 |
| Tow lot, limited | | | | C | C | 14-408 |
| Tow service dispatch center | | | | | C | 14-408 |
| **INDUSTRIAL** | | | | | | |
| **Manufacturing, Production and Industrial Service** | | | | | | |
| Artisan | — | — | P | P | P | |
| Limited | — | — | — | — | P | |

| | | | | | | |
|---|---|---|---|---|---|---|
| General | — | — | — | — | — | |
| **Recycling Service** | | | | | | |
| Limited | — | — | — | — | P | |
| **Self-Storage Facility, Indoor** | — | — | — | S | C | 14-423 |
| **Self-Storage Facility, Outdoor** | — | — | — | — | C | 14-423 |
| **Warehousing, Wholesaling, Freight Movement** | | | | | | |
| Indoor | — | — | — | — | P | |
| Outdoor | — | — | — | — | P | Not allowed w/in 500' of R district |
| **OTHER** | | | | | | |
| **Agriculture, Crop** | P | P | P | P | P | |
| **Agriculture, Urban** | | | | | | |
| Home Garden | P | P | P | P | P | |
| Community Garden | C | C | C | C | C | 14-417 |
| **Outdoor Advertising** | | | | | | |
| Off-premise sign | — | — | — | S | — | 14-406 |
| **Wireless Communication Facility** | | | | | | |
| Cellular towers | C | C | C | C | C | 14-410 |
| Non-cellular towers (television, radio, microwave) | — | — | S | S | S | 14-410 |

# City of Independence

AGENDA ITEM COVER SHEET

**Agenda Title:**

Council action is requested to expend $592,748.58 in purchase orders for fiscal year 2025-2026 to C1, to continue the use of cybersecurity infrastructure.

**Recommendations:**

Staff recommends approval of this item.

**Background:**

This cybersecurity infrastructure will provide protection for endpoints (computers/laptops), servers, mobile devices and cloud-hosted applications that deliver critical services. This is the continuation of an existing program and will fund these services for three years and includes software, hardware, licensing and support services.

This cybersecurity infrastructure is needed to manage mandatory controls to ensure compliance with several security frameworks and government standards. This project will also help maintain industry-standard cybersecurity controls as they mature and change.

The contract used for this purchase is Contract #C062518 provided by the Cooperating School Districts of Greater Kansas City. This is a cooperative contract available for use by schools and other public entities in the greater Kansas City Area. Per section 8.06.004, Paragraph 4 of the City Code states competitive bidding is not required when purchases are made through a cooperative contract established by a government purchasing entity or cooperative. The cooperative bids used are established pursuant to RSMo. 70.220 or generally accepted governmental purchasing practices through competitive bidding processes.

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 $592,748.58. Funding for cybersecurity infrastructure is included in the FY25-26 budget page 139, account number 0967096-5402, Finance and Support Services Fund - Capital.

**Council Action:**

**Department / Contact** Technology Services /

---

**REVIEWERS**

Jason Newkirk
Melissa Cabrera
Jeremy Cover
Zachary Walker
Susanne Holland

**ATTACHMENTS:**

1. Cyber Security Quote

Documents #: OP-000871776
SO-000985863
Solution Name: Renewal CHECK PT
Customer: CITY OF INDEPENDENCE

10900 Nesbitt Avenue South
Bloomington, MN 55437

# Solution Summary

## Renewal CHECK PT

**Customer:** CITY OF INDEPENDENCE
**Ship To Address:** 111 E MAPLE AVE
INDEPENDENCE, MO 64050-3066
**Bill To Address:** 111 E MAPLE AVE
INDEPENDENCE, MO 64050-3066
**Customer ID:** AOSINDEP001
**Customer PO:**

**Primary Contact:**
**Email:**
**Phone:**
**Account Executive:** Anthony Carpenter
**Email:** ACarpenter@onec1.com
**Phone:** +19133072313

| Solution Summary | Billing Frequency | Due | Total Project |
|---|---|---|---|
| Maintenance | | | |
| Other Maintenance | Annual | $592,748.58 | $592,748.58 |
| **Project Subtotal** | | | **$592,748.58** |
| Estimated Tax | | | NOT INCLUDED |
| Estimated Freight | | | NOT INCLUDED |
| Estimated Recycling Fee | | | NOT INCLUDED |
| **Project Total** | | | **$592,748.58** |

This Solution Summary summarizes the document(s) that are attached hereto and such documents are incorporated herein by reference (collectively, this "Order"). Customer's signature on this Order (or Customer's issuance of a purchase order in connection with this Order) shall represent Customer's agreement with each document in this Order and acknowledgement that such attached document(s) are represented accurately by this Solution Summary.

Unless otherwise specified in this Order, this Order shall be subject to the following terms and conditions (the "Agreement"): (i) the Master Sales Agreement or other applicable agreement in effect as of the date hereof between ConvergeOne, Inc. and/or its subsidiaries and affiliates (collectively, "C1" or "Seller") and Customer; or (ii) if no such applicable agreement is currently in place between C1 and Customer, the Online General Terms and Conditions currently found on the internet at: https://www.onec1.com/agreements . If Customer's Agreement is a master agreement entered into with one of C1 predecessors, affiliates and/or subsidiaries ("Legacy Master Agreement"), the terms and conditions of such Legacy Master Agreement shall apply to this Order, subject to any modifications, located at: https://www.onec1.com/agreements . In the event of a conflict between the terms and conditions in the Agreement and this Order, the order of precedence shall be as follows: (i) this Order (with the most recent and specific document controlling if there are conflicts between the Solution Summary and any applicable supporting document (s) incorporated into this Order), (ii) Attachment A to the Agreement (if applicable), and (iii) the main body of the Agreement.

This Order may include the sale of any of the following to Customer: (a) any hardware, third party software, and/or Seller software (collectively, "Products"); (b) any installation services, professional services, and/or third party provided support services that are generally associated with the Products and sold to customers by Seller (collectively, "Professional Services"); (c) any Seller-provided vendor management services, software release management services, remote monitoring services and/or, troubleshooting services (collectively, "Managed Services"); and/or (d) any Seller-provided maintenance services ordered by Customer to maintain and service Supported Products or Supported Systems at Supported Sites to ensure that they operate in conformance with their respective documentation and specifications (collectively, "Maintenance Services"). For ease of reference only, Professional Services, Managed Services and Maintenance Services may be referred to collectively as "Services." Unless otherwise defined herein, capitalized terms used herein will have the same meanings as set forth in the Agreement.

Products and/or Services not specifically itemized are not provided hereunder.

Due to rapidly changing prices in the market for third party Products and/or Services, this Order will be valid for a period of thirty (30) days following the date hereof; provided however, that Seller reserves the right to charge Customer for any additional costs incurred by Seller in connection with the Products identified in this Order due to the applicable manufacturer and/or other vendor passing along additional indirect costs associated with tariffs and/or similar tax-like charges. Thereafter, this Order will no longer be of any force and effect. After the expiration of the foregoing 30 day period, Seller reserves the right to adjust offerings and/or prices accordingly prior to issuing any new Order(s).

This Order is a configured order and/or contains software.

ACCEPTED BY:

BUYER: _____ DATE: _____ SELLER: _____ DATE: _____

TITLE: _____ TITLE: _____

Documents #: OP-000871776
SO-000985863
Solution Name: Renewal CHECK PT
Customer: CITY OF INDEPENDENCE

10900 Nesbitt Avenue South
Bloomington, MN 55437

# Solution Quote

| # | Item Number | Description | Term In Months | Qty | Unit Price | Extended Price |
|---|---|---|---|---|---|---|
| **Maintenance** | | | | | | |
| 1 | CPSB-INFINITY-1Y | INFINITY PRICING VARIES PER OPPORTUNITY<br>Comment: Year 3 | 12 | 1 | $197,582.86 | $197,582.86 |
| 2 | CPSB-INFINITY-1Y | INFINITY PRICING VARIES PER OPPORTUNITY<br>Comment: Year 2 | 12 | 1 | $197,582.86 | $197,582.86 |
| 3 | CPSB-INFINITY-1Y | INFINITY PRICING VARIES PER OPPORTUNITY<br>Comment: Year 1 | 12 | 1 | $197,582.86 | $197,582.86 |

CONFIDENTIAL AND PROPRIETARY INFORMATION OF C1

# City of Independence

AGENDA ITEM COVER SHEET

**Agenda Title:**

Council action to expend $900,000 to Symmetry for natural gas and supply management services for the Power & Light Department for the period from July 1, 2025 through October 31, 2025.

**Recommendations:**

Approval of this item is recommended.

**Background:**

Independence Power & Light (IPL) uses natural gas as a fuel for the substation H combustion turbine generating units. The primary use of gas at these stations is for electric generation. The firm supplying natural gas management services for IPL is Symmetry. Symmetry was awarded this service based on an invitation to bid that was approved by the Council in February 2020.

Pricing was requested for an initial 14-month term from May 1, 2020, through June 30, 2021, with four consecutive one-year renewal periods at the City's option. The contract IPL has with Symmetry stipulated that the commodity price of natural gas must be based on daily index pricing for gas deliveries on the Southern Star Central Gas Pipeline, as published in the publication Platt's Gas Daily. This index pricing reflects the current market-wide natural gas prices for this area.

In 2023, the price agreement addendum was approved by the City Council for renewal year 3 (July 2023 – June 2024) and Year 4 (July 2024 – June 2025). The new pricing is $0.60/mcf for the management fees.

The City has worked with Symmetry to extend the agreement for an additional 120 days to allow time to extend an invitation to bid to interested vendors. This pricing allowed both parties the ability to maintain the existing price agreement.

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

**Emergency Justification:**

**Fiscal Impact:**

The fiscal impact to the City is $900,000. Funding for Natural Gas Management is included in the fiscal year 2025-2026 proposed budget, page 250, account number (0206145-5309) – Purchased Power – Other Operating Supplies, IPL Fund 020.

**Council Action:**

---

**Department / Contact** Power and Light /

---

**REVIEWERS**

Khristina Irvine
Joseph Hegendeffer
Melissa Cabrera
Jeremy Cover
Zachary Walker
Susanne Holland

**ATTACHMENTS:**

1. Symmetry Agreement

**REVISED**

# Transaction Confirmation
## For Immediate Delivery

**Transaction Type:**
**Natural Gas Sales**

**Date: 06/23/2025**
**Transaction Confirmation #: 2195433**

This Transaction Confirmation ("Transaction") is subject to the Base Contract/Gas Sales Agreement ("Base Contract") between Seller and Buyer dated 07/01/2016. The terms of this Transaction are binding unless disputed in writing within 2 Business Days of receipt unless otherwise specified in the Base Contract. If the Base Contract is not fully executed, this Transaction incorporates by reference for all purposes the North American Energy Standards Board, Inc. (NAESB) Base Contract for Sale and Purchase of Natural Gas including Symmetry Energy Solutions, LLC as the Confirming Party, choosing all default elections, with Texas as the Choice of Law.

| | | | |
|---|---|---|---|
| **Seller:** | **Symmetry Energy Solutions, LLC** | **Buyer:** | **City of Independence, IP&L** |
| Address: | 9811 Katy Fwy, Ste 1400 | Address: | 21500 E Truman Rd & Hwy 291 & Salisbury Rd |
| City/State: | Houston, TX 77024-1296 | City/State: | Independence, MO 64056 |
| Attention: | Timothy Robertson | | |
| Phone: | (918) 858-1518 | | |
| Fax: | (713) 393-0263 | | |
| Email: | Confirms@SymmetryEnergy.com | | |

| | |
|---|---|
| Base Contract No: | 666376 |
| **Contract Price:** | Buyer's price will be GDD Southern Star plus $0.6000/MMBtu. |
| **Delivery Period:** | Begin: 07/01/2025 End: 10/31/2025 |
| **Performance Obligation:** | Firm. "Firm" means the utilization of a firm service agreement with a Transporter under which the transaction's Delivery Point is not a specified primary point for the delivery of Gas. |
| Contract Quantity/Volume Commitment ("Volume Commitment") | Full requirements |
| Fees: | Applicable Taxes<br>Transport Cost: plus applicable transport (Jul-2025 - Oct-2025)<br>Transport Fuel: plus applicable fuel (Jul-2025 - Oct-2025) |
| Dodd-Frank Transaction Classification: | Forward Contract |
| **Delivery Point:** | Utility Citygate - Spire - MGE |

**Special Conditions:**

In connection with this Transaction, Buyer acknowledges and understands that Seller is relying and has relied upon Buyer's historical natural gas quantities at the Delivery Point for purposes of determining the pricing of the products and services to serve Buyer's natural gas requirements for the Delivery Period. Accordingly, if at any time during the Delivery Period there is a material variance (hereby defined as plus/minus 5% or greater) between Buyer's natural gas quantities hereunder and Buyer's applicable historical natural gas quantities at the Delivery Point which results in incremental daily market gas costs, variance charges, penalties or damages, then such costs, charges, penalties and/or damages will be passed through to Buyer by Seller.

Restrictive Order: The Parties acknowledge that an operational flow order, curtailment order, critical notice, or other

**REVISED**

governmental or Transporter directive concerning actual or potential limits or restrictions on the transportation, delivery, receipt, and/or use of Gas to, by, or for Seller, Buyer, or its affiliates (the 'RO Gas') or otherwise may occur (a 'Restrictive Order') with little to no advance notification. Each Party will comply with and take all commercially reasonable actions necessary to mitigate the impact of such Restrictive Order, and any charges or penalties assessed by a governmental authority or Transporter will be borne by the Party who failed to mitigate or comply with such Restrictive Order. A Restrictive Order may require, or may result in the need for (as reasonably determined by Seller), Seller to sell RO Gas to Buyer at a price subject to then-current market pricing, which may differ from the Contract Price set forth in an affected Transaction, and any such RO Gas will be priced and invoiced to Buyer (including any charges or penalties applicable thereto) as reasonably determined by Seller and paid by Buyer in accordance with the Base Contract. Seller shall deliver or receive RO Gas on a commercially reasonable basis, including subject to available transportation. For the avoidance of doubt, RO Gas will not be priced at the Contract Price and is not counted towards or subject to the Volume Commitment or Buyer's full requirements of, the affected Transaction. If Buyer fails to comply with a Restrictive Order, Buyer shall be responsible for compensating Seller for Gas, at pricing reasonably determined by Seller, to provide RO Gas or otherwise cover Buyer's receipt or use of Gas. Notwithstanding anything herein, if because of any Restrictive Order Seller is unable to deliver or Buyer is unable to receive all or a portion of the applicable Volume Commitment, then Seller will have no obligation to credit to or repurchase from Buyer any portion of such Volume Commitment. For the purposes of this Agreement, a 'Transporter' is the Gas gathering or pipeline company, or local distribution company, transporting Gas for Seller or Buyer upstream or downstream, respectively, of the Delivery Point(s) specified in a Transaction Confirmation.

Market Disruption: If a Market Disruption Event has occurred, then either Party may give Notice thereof to the other Party specifying in reasonable detail the event that has occurred constituting a Market Disruption Event. Upon the giving of such Notice, the Parties will negotiate in good faith to agree on a replacement price for the Index Price (or on a method for determining a replacement price for the Index Price) for the Affected Period. An ‘Affected Period’ is any part of the Delivery Period under a Transaction affected by the Market Disruption Event. If the Parties have not agreed on or before the second Business Day following the date of the Notice of the occurrence of the Market Disruption Event, then the replacement price for the Index Price will be determined within the next two following Business Days with each Party obtaining, in good faith and from non-affiliated market participants in the relevant market, two quotes for prices of natural gas for the Affected Period of a similar quality and quantity in the geographical location closest in proximity to the Delivery Point(s). Once the Parties obtain the quotes, the following methodology shall be used to determine the replacement price for the Index Price: (i) if each Party obtains two quotes, the arithmetic mean of the quotations, excluding the highest and lowest values, shall be utilized; (ii) if one Party obtains two quotes and the other Party only obtains one quote, the highest and lowest values shall be excluded and the remaining quotation shall be utilized; (iii) if both Parties each obtain one quote, the arithmetic mean of the quotations shall be utilized; or (iv) if only one Party is able to obtain a quote, the obtained quotation should be utilized. For the purposes of the foregoing sentence, if more than one quotation is the same as the other quotation, and such quotations are the highest and/or lowest values, only one of the quotations shall be excluded. ‘Index Price’ means the price or a factor of the price, based on a specified published index, agreed to in a Transaction as the Contract Price. ‘Market Disruption Event’ means, relating to an Index Price in a Transaction, any of the following events: (a) the failure of the index to announce or publish information necessary for determining the Index Price; (b) the failure of trading to commence or the permanent discontinuation or material suspension of trading on the exchange or market acting as the index; (c) the temporary or permanent discontinuance or unavailability of the index; (d) the temporary or permanent closing of any exchange acting as the index; or (e) a market abnormality, anomaly or other occurrence, other than during or caused by a Force Majeure Event, which causes the Index Price to no longer be reflective of the market price of Gas for the relevant market in the geographic area in which the Delivery Point(s) is located.

Tariff: In addition to any provisions for early termination set forth in the Base Contract, the Parties agree that either Party may terminate this Transaction if: (i) a Transporter files a tariff change or a court or governmental agency with jurisdiction (including, without limitation, the Federal Energy Regulatory Commission) causes a Transporter to initiate a tariff change in a manner that causes a party to incur additional, uncontemplated material capital or operating costs (including, but not limited to, Transporter fixed and/or variable charges or fuel, or in connection with Transporter system operational limitations or restrictions) relating to its performance hereunder; and (ii) the parties are unable, after good faith negotiations, to renegotiate this Transaction.

Each Party to this Transaction represents that it: (i) is a producer, processor or commercial user of, or a merchant handling, the Gas that is the subject of this Transaction; (ii) is entering into this Transaction solely for purposes related to its business as such; and (iii) this Transaction will result in the sale of an “exempt commodity”) (as defined in Section 1a (20) of the Commodity Exchange Act) for immediate or deferred shipment or delivery. Each Party agrees to provide to the other Party any information reasonably requested by such other Party to enable such other Party to comply with applicable regulations of the Commodity

**REVISED**

Futures Trading Commission in connection with this Transaction.

Symmetry Energy Solutions, LLC certifies that it is not currently engaged in, and covenants that it will not, for the duration of this Transaction, engage in a Boycott of Israel.

**Facilities:**
*Account numbers are accurate as of the Date above and may be modified by Utility/Pipeline*

| Facility Name | Account Number | Meter Number | Address | City | State |
|---|---|---|---|---|---|
| Independence Power Sub H | 8128422222 | 812101 | 111 E. Maple | Independence | MO |

Seller: **Symmetry Energy Solutions, LLC**

By: Brian Harrison

Print Name: Brian Harrison

Title: SVP of Sales and Origination

Date: 06/23/2025

Buyer: **City of Independence, IP&L**

By: _____

Print Name: _____

Title: _____

Date: _____

***Contract Price Symbols:*** ***"GDD"*** *means Gas Daily Midpoint for the applicable delivery Day for the specified location.* ***"GDA"*** *means the average of Gas Daily Midpoint for the applicable delivery Month for the specified location.* ***"IF"*** *means Inside FERC's Gas Market Report, Index, first publication for the Month, for the delivery Month for the specified location.* ***"NYMEX"*** *means the New York Mercantile Exchange gas futures contract, Last Day Settle price, unless otherwise specified.* ***"NGI"*** *means NGI's Bidweek Survey, AVG, for the applicable delivery Month for the specified location.* ***"Market Rate"*** *means a delivered market-based rate for natural gas that is reasonably reflective of the geographic area in which the Delivery Point is located.* ***"Utility Cashout"*** *and* ***"Pipeline Cashout"*** *means applicable rates prescribed by the local distribution company, gas gathering or pipeline company.*

# City of Independence

AGENDA ITEM COVER SHEET

**Agenda Title:**

Council action is requested to issue blanket purchase orders to Monaco Property Services, Estrada Services and DuPree Landscaping & Lawn Care in an amount of $350,000 for the 2025-26 Code Enforcement Abatement Services for the Community Development Department.

**Recommendations:**

Staff recommends approval to issue these Purchase Orders.

**Background:**

Monaco Property Services, Estrada Services and DuPree Landscaping & Lawn Care currently assist the City with abatements on properties with property maintenance and code enforcement violations as well as dangerous building board ups. This request would enable the City's abatement services to continue without a pause from the contractors.

The Community Development Department utilizes multiple contractors for these services due to the number of abatements. These blanket Purchase Orders allow the Community Development Department to have a purchase order open for Monaco Property Services, Estrada Services and DuPree Landscaping & Lawn Care. Funds will be distributed among these contractor(s) as needed to meet abatement demand.

After the City contractor performs an abatement, the City sends the owner a bill for the cost associated with the abatement and gives them 30 days to make payment. If the owner does not pay, the unpaid abatement costs are sent to Jackson County for inclusion on their property taxes.

Approval of this item would authorize change orders up to an additional ten percent of the purchase order amount ($35,000), provided appropriations are available.

**Emergency Justification:**

**Fiscal Impact:**

The fiscal impact to the City is $350,000. Funding for the property maintenance violation abatements was included in the 2025/26 adopted budget, page 96, account 0024411-5226 (Professional Services) for $350,000. The additional $50,000 for boarding up dangerous buildings will come from the dangerous building budget, page 100, account 0024431-5226.

**Council Action:**

| | |
|---|---|
| **Department / Contact** | Community Development / |

---

**REVIEWERS**

Tom Scannell
Melissa Cabrera
Jeremy Cover
Zachary Walker
Susanne Holland

**ATTACHMENTS:**

None

# City of Independence

AGENDA ITEM COVER SHEET

**Agenda Title:**
Council action is requested authorizing a contract with the Kansas City Area Transportation Authority for the purpose of providing transit services for the period of July 1, 2025 through June 30, 2026.

**Recommendations:**
Staff recommends approval.

**Background:**
The City of Independence currently contracts with the Kansas City Area Transportation Authority (KCATA) to provide fixed route service between the Transit Center and downtown Kansas City as well as the required complementary ADA and non-ADA paratransit within the City limits and ADA paratransit service between Independence and Kansas City.

The contract will continue with the same transit services through June 30, 2026 at the same service level. The City's funding for this year's contract will come from several sources including FTA funds, passenger fare revenue, Missouri State Transit Assistance grant, Centerpoint TIF transit assistance and the general fund.

**Emergency Justification:**

**Fiscal Impact:**
The potential fiscal impact to the City is $2,360,329.00. Funding for transportation services is included in the Fiscal Year 2025-2026 on page 98 in the Transportation section of the Community Development budget. This approval would also authorize future minor changes order up to $236,032.00 in the event paratransit ridership is higher than projected.

**Council Action:**

---

**Department / Contact** Community Development /

---

**REVIEWERS**
Tom Scannell
Melissa Cabrera

Jeremy Cover
Zachary Walker
Susanne Holland

**ATTACHMENTS:**

1. Independence KCATA 2025-2026 12 month contract draft

**Kansas City Area Transportation Authority and the City of Independence, Missouri**
**A contract for Fixed Route, Paratransit (Inter-jurisdictional and Intra-jurisdictional) and Transit Management Services**

**THIS CONTRACT** entered into this ____ day of _____, 2025 between the **KANSAS CITY AREA TRANSPORTATION AUTHORITY** (hereinafter referred to as the "KCATA"), a body corporate and politic and a political subdivision of both the States of Missouri and Kansas and **THE CITY OF INDEPENDENCE, MISSOURI** (hereinafter referred to as the "Community").

**WITNESSETH:**

**WHEREAS,** a sound, efficient and viable public transportation system is essential to the socio-economic well-being of the Kansas City Area Transportation District (hereinafter referred to as the "District"), including the Counties of Cass, Clay, Jackson, and Platte in Missouri, and the Counties of Johnson, Leavenworth, and Wyandotte in Kansas; and

**WHEREAS,** the KCATA is a public agency authorized by law to plan, own, operate, manage and generally deal with public transportation systems and facilities in the District; and

**WHEREAS,** the Community desires to promote the convenience, comfort, prosperity, general interests, and welfare of its citizens; and

**WHEREAS** KCATA directly operates inter-jurisdictional fixed-route transit services on Route 24, Independence Ave and portions of the route operate within the Community and the Community is desirous of having the KCATA continue to provide this service on Routes 24 within the City of Independence; and.

**WHEREAS** KCATA provides paratransit services via contract providers; and

**WHEREAS,** the Community desires for KCATA to provide inter-jurisdictional and intra-jurisdictional paratransit services; and,

**WHEREAS,** the Community desires for KCATA to provide transit management services that include managing WHC Worldwide's micro transit service within the Community;

**NOW, THEREFORE,** for and in consideration of the promises and the mutual covenants herein contained, the parties hereto agree as follows:

**Section 1. Services To be Provided By KCATA**

**KCATA will provide the following services to the Community:**

**A. Fixed-Route Inter-jurisdictional Transit Service**

1. The Community requests inter-jurisdictional fixed route public transportation services (hereinafter referred to as "Fixed Route Service"), as set forth in Attachment "B," be operated by the KCATA for the period July 1, 2025, through June 30, 2026 ("Initial Term"), unless sooner terminated per the provisions of this contract.

2. The level of service as generally set forth in Attachment "A" shall not be changed or modified without the consent of the Community.

3. The KCATA and the Community estimate the Community's total payment for the Fixed Route Service directly provided by KCATA (hereinafter referred to as "Local Share") to be **$420,173** for the term. This estimate is based on the following components of cost and revenue to be applied to the Fixed Route Services:

| | |
|---|---|
| Estimated Fixed Route Service Cost | $ 682,110 |
| Estimated Passenger Revenue | (0.00) |
| Estimated Total Deficit | 682,110 |
| Indep. Designated Funds | (272,844) |
| Local Operating Contribution – Fixed Route | 409,266 |
| Local Capital Contribution | 10,907 |
| **Local Share** | **$ 420,173** |

5. The Community's estimated passenger revenue for Fixed Route Service is $0 for the Initial Term. If the estimated passenger revenue is less than the estimation of $0, the Community shall be responsible to provide additional local contributions to cover any difference. It is the understanding of the parties that, with the exception of passenger revenue falling below $0 the maximum obligation of the Community for these inter-jurisdictional fixed route transit services under this contract shall be the sum of **$420,173**.

6. The method of payment of the Local Share provided for in Paragraph A4 is as follows:

a. The Community's monthly Local Share will be one-twelfth of the estimated Community portion of the total deficit amount.

b. The KCATA will invoice the Community for 100% of Community monthly estimated Local Share by the l5th of the month preceding the month service will be provided. The Community is required to remit 100% of the monthly Local Share by the first of the month service will be provided.

c. By the 20th of the month following the month in which service was provided,

the KCATA will provide the Community with reports showing service capital and operating costs and revenue for Fixed Route Services. The report will also provide a reconciliation of subsidy amounts with the advance payment provided to in Sub-paragraph "b". The report will detail the Local Share and Federal, and State Share amount used to cover the month's service deficit. Any balance of Local Share required by the reconciliation will be invoiced at this time, to be paid within twenty calendar days.

d. For the month of December, the monthly report and reconciliation provided for in Sub-paragraph "C" will not be prepared until the completion of the KCATA's annual audit.

e. The KCATA will provide the Community with a final reconciliation of fixed-route service and any outstanding amount due at the end of the Initial Term. The Community shall pay the amount due within twenty days of receipt of the final invoice.

7. When the estimated total deficit of $682,110 is reached, KCATA's obligation to furnish services shall terminate. The Community and KCATA may mutually agree to amend this contract to provide additional Local Share or to adjust the level of service so that the cost of Fixed Route Service will not exceed the contractual Local Share.

8. If for any reason, the KCATA is unable to obtain the federal or state assistance, as provided for in Paragraph A4 of this Contract, the Community will be immediately notified, and this contract will be amended to provide additional Local Share or to adjust the level of service. If a satisfactory amendment providing additional funding is not agreed to by both parties within 30 days of the KCATA's notification to the Community of the loss of federal or state funding, KCATA's obligation to furnish Fixed Route Service will terminate.

## B. IRIS Micro Transit Services

1. The Community requests IRIS transportation services (hereinafter referred to as "Contract Service"), set forth in Attachment "B," be operated by the KCATA for the period July 1, 2025, through June 30, 2026.

2. The level of service, as generally set forth in Attachment "B," shall not be reduced and changed or modified without the consent of the Community or cost will be adjusted. If the Community seeks an increase in IRIS transportation services then the parties will negotiate a new rate and increased contract amounts based on market rates.

3. The KCATA and the Community estimate the Community's total payment for the service (hereinafter referred to as "Local Share") to be **$684,296.**

| | |
|---|---|
| IRIS Service | $ 830,231 |
| CMAQ MicroTransit Funds | (145,935) |
| Total Local Share | $ 684,296 |

4. It is the understanding of the parties that, notwithstanding any provision of this Agreement, the maximum obligation of the Community under this Contract for Contract Service shall be the sum of **$684,296.**

5. The method of payment of the Local Share provided for in Paragraph "3" is as follows:

   a. KCATA shall invoice the Community by the 30th day of the month following the month in which service was provided. The Community shall reimburse KCATA no later than 30 days after receipt of the invoice.

## C. ADA Inter-Jurisdictional Paratransit Services

1. The Community contracts with KCATA to take ADA inter-jurisdictional trip reservations and to provide ADA complementary paratransit services for inter-jurisdictional trips federally required as a result of fixed-route service operated by KCATA.

2. The reservation telephone line for trips for inter-jurisdictional paratransit service is 816-842-9070.

3. Cost for the operation of ADA inter-jurisdictional paratransit service provided by KCATA is based on cost per trip at the cost of $60.34 during the contract period.

4. KCATA shall invoice the Community by the 30th day of the month following the month in which service was provided. The Community shall reimburse KCATA no later than 30 days after receipt of the invoice.

5. The Community and KCATA agree that in the event the Community fails to remit funds when due to KCATA, the Community shall have breached the agreement, and a notice of Breach of Contract may be issued by the KCATA per this agreement.

6. Invoices shall be based on billable passenger trips, which will be 50% of actual inter-jurisdictional passenger trips provided that have either the pickup or drop off in the City of Independence. Billable passenger trips will be multiplied by the sum of the cost per trip, as stated in paragraph C3.a above.

   The total cost for ADA Inter-jurisdictional Paratransit Service shall not exceed $259,200. The KCATA and the Community estimate the Community's total payment for the service (hereinafter referred to as "Local Share") to be $**155,520**. This estimate is based on the following components of cost and review to be applied to the contract:

| **ADA Inter-jurisdictional Paratransit Service Cost** | |
|---|---|
| Estimated Service | $ 259,200 |
| Estimated Passenger Revenue | (0.00) |
| Estimated Net Service Cost | 259,200 |
| | |
| **Source of Funds** | |
| Indep. Designated Federal Funds | (103,680) |
| **Local Share** - ADA Inter-jurisdictional | **$ 155,520** |

,

7. When the total estimated service cost of $259,200 for ADA inter-jurisdictional services stated in paragraph C6 is met, KCATA's obligation to provide service shall cease unless the contract is amended for additional monies sufficient to cover the federally required services.

8. If for any reason, the KCATA is unable to obtain the federal or state assistance, as provided for in paragraph C6 of this Contract, the Community will be immediately notified, and this contract will be amended to provide additional Local Share. If a satisfactory amendment is not agreed to within thirty (30) days of KCATA's notice of the need for additional Local Share, KCATA's obligation to furnish ADA Inter-Jurisdictional Paratransit Services pursuant to this contract shall terminate.

**D. Intra-Jurisdictional Paratransit Services**

1. The Community contracts with KCATA to provide intra-jurisdictional paratransit services – both Intra-jurisdictional ADA complementary paratransit and Intra-jurisdictional Non-ADA paratransit services.

2. These services will be branded as Ride KC Freedom, and vehicles will be marked as such, and the service marketed as such.

3. The reservation telephone line for trips for intra-jurisdictional paratransit service is 816-842-9070.

4. The ADA complementary paratransit services will be operated in compliance with FTA and ADA complementary paratransit requirements. The non-ADA paratransit service will be operated per the requirements of the City of Independence.

5. Cost for the operation of intra-jurisdictional paratransit service provided by KCATA is based on two components:

- Cost per revenue hour rate, exclusive of fuel, at the cost of $85.54 during the

contract period.

- Fuel Cost per trip will be invoiced based on a per-trip basis and will change monthly, based on the actual price of fuel and the amount of fuel used. For Contract cost estimation purposes only, fuel is estimated at $2.25 per trip. For invoicing purposes, the fuel cost will be adjusted monthly based on the actual average cost of fuel/trip paid by KCATA for paratransit services during the month of service.

6. KCATA shall invoice the Community by the 30th day of the month following the month in which service was provided. The Community shall reimburse KCATA no later than 30 days after receipt of the invoice.

7. Invoices shall be based on billable passenger trips. Billable passenger trips will be multiplied by the sum of the cost per trip, as stated in paragraph D.7 above. ADA certifications will be billed based on the actual number of certification requests reviewed each month. For the Fixed Costs, one-twelfth of the stated cost will be billed each month.

A. **ADA Complementary Service within the Community (Intra-jurisdictional ADA).** The total cost (direct, fuel, fixed, and certification) for intra-jurisdictional ADA complementary services shall not exceed $210,000 during the contract period. The KCATA and the Community estimate the Community's total payment for the service (hereinafter referred to as "Local Share") to be **$137,700**. This estimate is based on the following components of cost and review to be applied to the contract:

| **ADA Intra-jurisdictional Paratransit Service Cost** | |
|---|---|
| Estimated ATA Intra-jurisdictional Service Cost | $ 210,000 |
| Certifications | 19,500 |
| Estimated Passenger Revenue | (0.00) |
| Estimated Net Operating Cost | 229,500 |
| | |
| **Source of Funds** | |
| Indep. Designated Federal Funds | (91,800) |
| **Local Share** | **$ 137,700** |

When the total estimated service cost of $229,500 for ADA intra-jurisdictional services is met, KCATA's obligation to provide service shall cease unless the contract is amended for additional monies sufficient to cover the federally required services within 30 days.

B. **Non-ADA Paratransit Service within the Community (Intra-jurisdictional Non-ADA paratransit**). The total cost for intra-jurisdictional Non-ADA services shall not exceed $873,600 during the contract period. The KCATA

and the Community estimate the Community's total payment for the service (hereinafter referred to as "Local Share") to be **$873,600**. This estimate is based on the following components of cost and review to be applied to the contract:

| **Non-ADA Intra-jurisdictional Paratransit Service Cost** | |
|---|---|
| Estimated Intra-jurisdictional Non-ADA Paratransit Service Cost | $873,600 |
| Estimated Net Operating Cost | 873,600 |

| **Source of Funds** | |
|---|---|
| **Local Share** | **$**873,600 |

When the total estimated service cost of $873,600 for Intra-jurisdictional Non-ADA services is met, KCATA's obligation to provide service shall cease unless the contract is amended for additional monies sufficient to cover the federally required services

E. **Non-ADA On-Demand Paratransit Service (RideKC Freedom On-Demand**).

a. For the same Contract Period, the Community agrees to employ KCATA to provide non-ADA on-demand paratransit service. On-demand paratransit service will be provided by the KCATA under its RideKC Freedom On-Demand program

b. The total cost for **non-ADA on-demand paratransit service** shall not exceed $29,040 during the contract period. The KCATA and the Community estimate the Community's total payment for the service (hereinafter referred to as "Local Share") to be **$29,040**. This estimate is based on the following components of cost and review to be applied to the contract:

| **Non-ADA On-Demand Paratransit (Freedom On-Demand) Service Cost** | |
|---|---|
| Estimated Non-ADA Paratransit Service Cost | $29,040 |

| **Source of Funds** | |
|---|---|
| **Local Share** | **$29,040** |

When the total estimated service cost of $29,040 for Non-ADA on-demand services is met, KCATA's obligation to provide service shall cease unless the contract is amended for additional monies sufficient to cover the federally required services

**F. Transit Management Services**

1. KCATA will manage WHC Worldwide's intra-jurisdictional on-demand micro transit and related services within the Community for the Initial Term.

2. KCATA will access federal grant funds for the ADA Complementary paratransit services identified in this contract.

3. KCATA will monitor WHC Worldwide's compliance with the requirements of the contract, and that service is provided in compliance with the Community's contract. The contract will remain between the Community and WHC, and this Contract with KCATA will not alter this arrangement. KCATA will be responsible for notifying the Community of any contract violations, contract issues, or the need for new procurements or renewals. The Community will cooperate with the KCATA on an as-needed basis to enforce the contract with WHC Worldwide.

4. KCATA will provide customer service functions. KCATA will coordinate with WHC Worldwide to record, investigate, and respond to customer complaints and inquiries from the public and the Community about Intra-jurisdictional transit on-demand micro transit and related services.

5. The Community will take the following actions regarding the service management portions of this contract:

a. Designate a transit liaison that will serve as the initial point of Community contact for KCATA regarding the transit management services.

b. Respond to issues raised by KCATA within 24-hours and provide necessary guidance as requested by KCATA regarding Community transit services and transit management

c. Remit payment to the KCATA for services rendered under this contract within twenty (20) days of receipt of invoices submitted

6. **KCATA COMPENSATION**. KCATA will provide the transit management services of this section for $60,000 - during the agreement term.

**G. Summary of Community Share of Costs**

| | | |
|---|---|---|
| 1. | Inter-jurisdictional Fixed Route Services | $ 420,173 |
| 2. | Intra-Jurisdictional Micro transit Service | 684,296 |
| 2. | Inter-jurisdictional ADA Paratransit | 155,520 |
| 3. | Intra-jurisdictional ADA Paratransit | 137,700 |
| 4. | Intra-jurisdictional Non-ADA Paratransit | 873,600 |
| 5 | Non-ADA On-Demand Paratransit Service Cost | 29,040 |
| 6. | Transit Management Services | 60,000 |
| | **Total Community Share of Costs** | **$ 2,360,329.** |

**Section 2. General Provisions of this Contract**

A. Either party may terminate this contract without cause by giving a sixty (60) day written notice to the other party, specifying such cancellation, and the effective date of the cancellations will be the first Sunday of the calendar quarter following the quarter of notification.

B. The Community recognizes that the KCATA, as the regional transit authority and principal public transportation operator in the region, is obligated to conform to various regulations and requirements of the Federal Transit Administration -to maintain its eligibility for financial assistance. In this regard, the Community agrees to cooperate with the KCATA in the meeting said regulations and requirements and will not require the KCATA to violate said regulations and requirements.

C. PUBLIC TRANSPORTATION AGENCY SAFETY PLANS.

As a condition of receiving FTA Section 5307 funds , the KCATA and Community must comply with 49 U.S.C. § 5307. The Community will provide any information or certification the KCATA deems necessary to comply with any FTA request, state or federal law, rule or regulation, including but not limited to 49 CFR § 673.11(d), 49 U.S.C. § 5329(d)(1) and 49 CFR § 673.13. The Community shall provide a copy and certify that it has drafted a public transportation agency safety plan, and that safety plan that has been approved by the provider's Accountable Executive and Board of Directors or Equivalent Authority (as those terms are defined at 49 CFR § 673.5).

The Community shall timely allow the KCATA to monitor its activities to ensure compliance with Federal statutes, regulations, and the terms and conditions of this Contract. The Community will:

(1) Allow the KCATA to timely review financial and performance reports;
(2) Take timely and appropriate action to close findings pertaining to this Contract detected through audits, on-site reviews, etc. Provide the status of actions planned or taken to address Single Audit findings related to this Contract.

(3) Participate in (monthly) meetings for hazard mitigation updates and review.

(4) Send to the KCATA regular documentation validating timely mitigations and general performance regarding ASP compliance detected through audits, on-site reviews, and written confirmation from the Community, highlighting the status of actions planned or taken to address Single Audit findings related to this Contract.

(5) Allow the KCATA to perform scheduled and unscheduled site visits.

(6) Allow the KCATA to participate and approve actions addressing applicable audit findings pertaining only to this Contract.

(7) Timely send to the KCATA any other related or information, inspection, or audits its deems appropriate, including but not limited to safety and financial information it deems necessary to comply with auditing and safety measures.

D. The Community at its expense shall have the right to cause an audit to be made of the books and records of the KCATA relative to this contract, and the KCATA agrees to make all such records available to the Community for the auditors upon reasonable request of the Community.

E. The Community and KCATA hereby agree that if the Community determines it cannot appropriate funds needed to make payments, the Community shall provide sixty (60) days written notice from the date of determination to terminate this Contract.

F. The KCATA will provide the Community a fixed route ridership report for January through June. The report will include a summary of ridership activity with comparison to the same time period of the previous year. The report will be provided to the Community no later than forty-five (45) days after the end of the Initial Term.

G. The Community and KCATA hereby agree that in the event the Community fails to remit funds due to KCATA, the Community shall be in breach of this contract. Notice of Breach of Contract will be issued per paragraphs below.

H. In the event the Community fails, refuses or neglects to comply with the terms of this contract, the Community shall be in breach of this contract, and the KCATA shall be entitled to legal recourse against the Community, including the recovery of its costs and other damages and reasonable attorney fees, regardless if suit is commenced.

I. In the event of a breach of the contract by the Community, the KCATA shall notify the Community of said breach under this contract, and the Community shall have thirty (30) days in which to cure the breach. In such a case, the written Notice of Breach of Contract will state the time period in which a cure is permitted and other appropriate conditions. If the Community fails to remedy to the KCATA's satisfaction the breach or default of any of the terms, covenants, or conditions of this contract within the 30 days, the KCATA shall have the right to terminate the contract without any further obligation to the Community. The KCATA shall also have all other remedies at law and in equity.

J. The duties and obligations imposed by this contract and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law or equity. No action or failure to act by KCATA shall

constitute a waiver of any right or duty afforded under this contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing.

K. All notices and communications on all matters regarding this contract may be given by delivery or mailing the same postage prepaid, addressed to the following:

If to KCATA: Frank White III, CEO/President
Kansas City Area Transportation Authority
1200 E. 18th St.
Kansas City, Missouri 64108

With copies to Chuck Ferguson and Richard Jarrold at the same above address

If to Community: Zachary Walker, City Manager
City of Independence, Missouri
P.O. Box 1019
111 East Maple
Independence, Missouri 64051-0519

With a copy to Tom Scannell, Community Development Director at the same above address

L. The parties are entering into this contract with an expectation that KCATA shall manage these services for the foreseeable future. As stated above, the term shall commence on July 1, 2025, and shall expire on June 30, 2026; provided; however, this contract shall automatically renew for successive 1-year terms, beginning July 1, 2025, unless either the Community or the KCATA provides written notice of termination on or before sixty (60) days prior to the end of the Initial Term.

M. Missouri law shall apply to the interpretation and enforcement of this contract.

N. The parties agree to obtain and keep in force during the term of this contract the policies of insurance with the coverage set forth in Attachment B.

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

**KANSAS CITY AREA TRANSPORTATION AUTHORITY**

By:_____
Reginald Townsend
Board of Commissioners Chair

ATTEST:

By:_____
Witness

**CITY OF INDEPENDENCE, MISSOURI**

By:_____
Zachary Walker
City Manager

ATTEST:

By:_____
Susanne Holland
City Clerk

## ATTACHMENT A –

## CITY OF INDEPENDENCE, MISSOURI CONTRACT SERVICES

(Effective July 1, 2025, through June 30, 2026)

Service to Independence will be provided by one route –the 24 Independence Avenue Route via Winner Road.

For the purposes of this contract, rush hour shall be defined generally as that period of the morning and evening when demand for transportation is at its peak from persons commuting to and from their places of business. These times are generally between 6:00 a.m. and 8:30 a.m. during the morning rush hour and between 4:00 p.m. and 6:30 p.m. in the evening.

The one inter-community route will operate as described below:

### #24 INDEPENDENCE ROUTE – MONDAY THROUGH SATURDAY

The route will operate between downtown Kansas City, Missouri, and the Independence Metro Center via Independence Avenue/U.S. 24 Highway, Winner Road, Spring Street, White Oak Avenue, Noland Road, and Truman Road. In addition to the Independence Metro Center, this route would provide service to Van Horn High School, the Englewood Shopping District, and the RLDS Auditorium. On weekdays there will be 15 one-way trips each way on this line, providing service approximately every sixty minutes from 4:19 a.m. to 7:43 p.m. Saturday service provides 14 one-way trips each way approximately every sixty-minutes from 5:40 a.m. to 7:02 p.m.

### MICRO TRANSIT SERVICE

**IRIS** provides a daily demand response service from 6 AM to 6 PM within the boundaries of the City of Independence. Trips within the boundaries of the City of Independence will have a fare of $5.

## ATTACHMENT B

The Community and KCATA shall carry and maintain in force for the duration of the Contract insurance coverage, underwritten by the insurer(s) lawfully authorized to write insurance in the state of Missouri, of the minimum types and limits as set forth below. Self-Insurance and/or high Retentions, as determined by each party and disclosed to the other party may be substituted for insurance:

A. Commercial General Liability:
$1,000,000 will be the Combined Single Limit for bodily injury, personal injury, and property damage liability per occurrence, and $2,000,000 annual aggregate. Coverage must include Premises and Operations and Products and Completed Operations Liability coverage.

B. Workers' Compensation and Employer's Liability:
1. Statutory

2. Employer's Liability: $100,000 / $500,000 / $100,000 Limits.

C. Commercial Automobile Liability:
$1,000,000 Combined Single Limit for bodily injury and property damage per accident, covering all owned, non-owned, and hired vehicles.

The Community, its Mayor, Council Members, employees, and volunteers shall be named as Additional Insured under the KCATA Commercial General Liability policy, including any Self-Insurance and/or Retentions.

The Kansas City Area Transportation Authority, its Commissioners, officers, employees, and volunteers shall be named as Additional Insured under the Community General Liability policy, including any Self-Insurance and/or Retentions.

Prior to contract execution, each party shall furnish the other party Certificate(s) of Insurance verifying the required insurance is in full force and effect in accordance with this contract. Self-Insurance, deductibles, and retentions must be stated on the Certificate(s) of Insurance. Within five (5) business days of the expiration of any insurance coverage, each party shall provide to the other party renewal Certificate(s) of Insurance as required by this contract. The Certificate Holders shall be as follows:

Zachary C. Walker, City Manager
City of Independence, Missouri
P.O. Box 1019
111 East Maple
Independence, Missouri 64051-0519

Frank White III, CEO/President
Kansas City Area Transportation Authority
1200 East 18th Street
Kansas City, Missouri 64108

# City of Independence

AGENDA ITEM COVER SHEET

**Agenda Title:**

Council action is requested to authorize the City Manager to approve Change Order No. 4 to the existing design contract (PO#21000753) with WSP USA, in an amount not to exceed $57,283.99. This authorization also includes approval for future minor change orders not to exceed 10% of the new contract total, as part of the Square Streetscape Project (No. 111902).

**Recommendations:**

Council approval is recommended.

**Background:**

Approval of this item will authorize a change order to the design contract (PO#21000753) with WSP USA to include additional engineering and construction-phase services as part of the Square Streetscape Project (No. 111902). These services include, but are not limited to, storm sewer design modifications, a structural engineering site assessment, and the design of a reinforced sidewalk slab over a previously unknown basement that extends beneath the existing sidewalk at 103 N. Main Street.

Staff have negotiated a scope and fee of $57,283.99 for these additional services. A 10% contingency based on the new contract total is also requested to accommodate future minor change orders.

| | |
|---|---|
| Original Contract: | $294,374.39 |
| Change Order #1: | $ 24,768.92 |
| Change Order #2: | $ 88,145.10 |
| Change Order #3: | $ 39,784.87 |
| Change Order #4: | $ 57,283.99 |
| New Contract Total: | $504,357.27 |

**Emergency Justification:**

**Fiscal Impact:**

The fiscal impact of Change Order No. 4 is $57,283.99, excluding the 10% contingency based on the new contract total. Funding for the Square Streetscape Project (No. 111902) is included in the FY 2023–24 Adopted Budget, on page 183, under account number 111902-C-0517051-5406.

**Council Action:**

| | |
|---|---|
| **Department / Contact** | Municipal Services / |

**REVIEWERS**

Richard Kemple
Melissa Cabrera
Jeremy Cover
Zachary Walker
Susanne Holland

**ATTACHMENTS:**

1. CO#4 - Scope of Service - WSP - Square Streetscape - Project #111902

**EXHIBIT A - SCOPE OF SERVICES**

**Square Streetscape Services During Construction**

Following the completion of final plans and awarding of projects to a contractor(s), additional engineering services may be requested from the city of Independence to the consultant during the construction phase of the Square Streetscape project. As part of this scope, WSP will provide the following services:

1. Requests for Information
2. Structural Basement Review
3. Re-design of proposed drainage improvements

A detailed description of each of the services outlined above is provided in this section.

**1. Request for Information**

1. Consultant will provide additional information as requested from Independence during the construction phase of Square Streetscape. For each request for information a rough order of magnitude of hours and a timeline for completion will be provided by the consultant and agreed upon between the consultant and the city of Independence prior to completing the request.

2. Progress meetings will be attended by the consultant for Square Streetscape as requested by the city of Independence. Meetings are anticipated to be held weekly and are anticipated to be held virtually.

**2. Structural Basement Review**

1. A site visit will be conducted to review the existing conditions of the existing basement and sprinkler room located underneath the existing sidewalk at 103 N Main St that was proposed to be replaced on the Square Streetscape project.

2. Sidewalk slab reinforcement details to be provided by the consultant. This work includes structural engineering and plan production required for a reinforced concrete slab that covers the existing sprinkler room and serves as sidewalk on 103 N Main St on the Square Streetscape.

### 3. Storm Sewer Plan Revisions

1. Storm sewer design updates requested to modify the locations of storm sewer structures and/or storm sewer pipes that are found to be in conflict with existing utilities and existing structures.

2. Storm sewer plan revisions to show design modifications to storm sewer structures and/or storm sewer pipes.

**Anticipated Project Timeline**

For each request for information the consultant will provide a timeline for completion. Project construction is anticipated to be completed by December of 2025.

City shall grant time extensions for delays caused by unforeseeable causes beyond the control of and without fault or negligence of the Consultant. Requests for extensions of time shall be made in writing by the Consultant, before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested.

**Square Streetscape Services During Construction**

| Phase / Task | Item of Work | Project Manager | Structural Engineer | Senior Engineer | Engineer | Senior Water/ Stormwater Engineer | Total |
|---|---|---|---|---|---|---|---|
| **Requests for Information** | | | | | | | |
| | ***Requests for Information*** | 40 | 24 | 80 | 40 | 24 | 208 |
| | ***Progress Meetings (1 hour weekly)*** | 10 | | 25 | | | 35 |
| | | | | | | | |
| | | | | | | | |
| | **Request for Information Subtotal** | **50** | **24** | **105** | **40** | **24** | **243** |
| **Structural Basement Review** | | | | | | | |
| | ***Structural Site Visit & Meetings*** | 1 | 4 | 4 | 1 | | 10 |
| | ***Sidewalk Slab Reinforcement Details*** | 4 | 28 | 8 | 33 | | 73 |
| | | | | | | | |
| | | | | | | | |
| | **Structural Basement Review Subtotal** | **5** | **32** | **12** | **34** | **0** | **83** |
| **Storm Plan Revisions** | | | | | | | |
| | ***Storm Sewer Design Revisions*** | 2 | | 2 | | 6 | 10 |
| | ***Storm Sewer Plan Revisions*** | | | 12 | | | 12 |
| | | | | | | | |
| | | | | | | | |
| | **Storm Sewer Plan Revisions Subtotal** | **2** | **0** | **14** | **0** | **6** | **22** |
| **Services During Construction Labor Summary** | | **57** | **56** | **131** | **74** | **30** | **348** |
| | **Raw Labor Rate** | $ 67.00 | $ 70.00 | $ 62.00 | $ 45.00 | $ 65.00 | |
| | **Loaded Labor Rate (141.93% Overhead)** | $ 162.09 | $ 169.35 | $ 150.00 | $ 108.87 | $ 157.25 | |
| | **Final Plans Direct Labor** | **$ 9,239.31** | **$ 9,483.66** | **$ 19,649.55** | **$ 8,056.27** | **$ 4,717.64** | **$ 51,146.42** |
| | **Fixed Fee (12%)** | | | | | | **$ 6,137.57** |
| **Final Design Services Expenses Summary** | | | | | | | **$ 57,283.99** |

# City of Independence

AGENDA ITEM COVER SHEET

**Agenda Title:**

Council action is requested to approve Exhibit A of the existing Construction Manager at Risk agreement with McCownGordon Construction on the Independence Justice Center project located at 17221 East 23rd St S, Independence, MO 64057

**Recommendations:**

Council approval to execute Exhibit A of the existing Construction Manager at Risk Agreement with McCownGordon Construction for the Independence Justice Center project.

**Background:**

Approval of this agenda item will authorize the execution of the AIA Document A133-2019 Exhibit A, an exhibit to the AIA Document A133-2019 Standard Form of Agreement Between Owner and Construction Manager as Constructor, which contractually awarded McCownGordon Construction, LLC as Construction Manager at Risk for the Justice Center project for the City of Independence, approved by City Council March 17, 2025.

AIA Document A133-2019 Standard Form of Agreement Between Owner and Construction Manager as Constructor approved by City Council on March 17, 2025, authorized McCownGordon to provide pre-construction services and upon the conclusion of Construction Documents being issued by Hoefer Welker Architecture, soliciting bids from subcontractors and providing a Guaranteed Maximum Price (GMP) for construction. The GMP was to be issued in two packages: the first of which, hereby being presented at the July 7th City Council Meeting for consideration, is for the renovation of the Independence Utility Center (IUC) building for the Police Department. McCownGordon has taken the project out to subcontractors for bids, while collaboratively working alongside the design and Owner teams to provide multiple cost options, allowing the Owner to make decisions based on the budget and needs of the renovation. Through this process, McCownGordon has provided a Guaranteed Maximum Price of $3,428,419.00. Construction is estimated to be completed by March 2026.

**Emergency Justification:**

**Fiscal Impact:**

The fiscal impact to the City is $3,428,419. Approval of this agreement aligns with the original budgeted expenses outlined in the lease purchase agreement approved by Ordinance 19520 and the facility and site improvement estimates. Expenses for construction costs associated with the Independence Justice Center Project are tracked and disbursed through project account number 522401-C-0527052-5401.

**Council Action:**

| | |
|---|---|
| **Department / Contact** | Municipal Services / |

**REVIEWERS**

Charles R Harvey
Lisa Reynolds
Melissa Cabrera
Jeremy Cover
Zachary Walker
Susanne Holland

**ATTACHMENTS:**

1. IPD Phase 1 GMP 6-24-2025 - Exhibit A Attachments

# Exhibit A-1 - GMP Proposal and Clarifications

## EXECUTIVE SUMMARY

This GMP (Guaranteed Maximum Price) proposal is for the interior renovation at the second and third floor of City of Independence Utilities Center located at 17221 E. 23rd St. South, Independence MO. The interior renovations include, demolition, steel, finish carpentry, interior glass, drywall partitions, flooring, tile, painting, signage, operable partition, window coverings, fire protection, plumbing, HVAC, electrical, AV, and security. This GMP is based on the following documents, clarifications, and exclusions.

## GMP COST SUMMARY

The total Guaranteed Maximum Price is **$3,428,419.** Please reference the attached estimate summary and cost options for additional cost information. The GMP will be evaluated after completion of the design updates.

This GMP is based upon the attached construction schedule, anticipating a mobilization date on or around August 18, 2025.

## ALLOWANCES

The following allowances are included within our GMP for the project which will be tracked and managed as the project progresses.

| | |
|---|---|
| Patch ceilings and drywall for MEP work outside of renovation scope | $30,000 |
| Transfer ducts not shown on drawings | $10,000 |
| Tariff / escalation allowance | $40,000 |

## ALTERNATES

The following alternate must be selected by July 8, 2025:

| | | |
|---|---|---|
| Provide Fact Design felt ceiling tile in lieu of Armstrong ceiling tiles | Add | $89,300 |

## DOCUMENTATION

This estimate is based on the following information:

| Description | Author | Reference Date |
|---|---|---|
| 1. Construction Documents | Hoefer Welker Architecture | 03/28/2025 |
| 2. Addendum No. 01 | Hoefer Welker Architecture | 05/12/2025 |

CONFIDENTIAL WORK PRODUCT - Copyright 2025 | McCownGordon Construction, LLC, All Rights Reserved

## GENERAL CLARIFICATIONS

1. Construction contingency is included for sole use by the Construction Manager to complete the GMP and may be used for such items as scope gaps, overtime, and acceleration, etc. as required to complete the project and meet obligations of the schedule and design documents.
2. The Construction Schedule is based on the work being completed in two phases as shown in the construction schedule, phases will be uninterrupted construction performed during normal business hours.
3. Prevailing Wage Project based on Missouri Annual Wage Order No. 31.
4. Pricing in its entirety is valid for thirty (30) calendar days from the date of this GMP proposal.
5. All salvaged material will be stored on site
6. Minor floor prep is included.
7. Sound masking system scope of work includes relocation devices as required for new floor layout, provide new devices is not included.
8. AV scope provides a functioning system at War Room 106 and Conference Rooms 233, 309, 337, 349, and 352. The AV installer (Progressive Electronics) is not required to be a registered integrator for the City of Independence since the AV scope will not tie into existing Genetec system.
9. AV displays mounts are owner-furnished contractor-installed.

## EXCLUSIONS

1. Notwithstanding anything to the contrary in the Agreement between the Construction Manager and the Owner, the effect of all unknown material cost increases due to recently enacted or future tariffs. The Tariff/escalation allowance is intended to cover cost adds with any savings returning to owner.
2. Applicable sales and use taxes.
3. Permit fees.
4. Soft costs and development fees
5. Removal/Storage/Reinstall of any existing furniture, art, signage, etc. (by owner)
6. All costs for testing and special inspections as required by code are specifically excluded (i.e. soils, concrete, masonry, steel welds, etc.).
7. Floor leveling or scheduling delays to level existing floors.
8. Schedule delays due to furniture.
9. Commissioning by others.

 CONFIDENTIAL WORK PRODUCT - Copyright 2025 | McCownGordon Construction, LLC, All Rights Reserved

# Exhibit A-2 - Cost Summary

# INDEPENDENCE JUSTICE CENTER - IPD PHASE 1

| | Bid Package Scope | Bidder | Bid Value |
|---|---|---|---|
| | General Conditions | | $ 266,600 |
| 1 | Final Clean | Riteway Maintenance and Supply | $ 30,782 |
| 2 | Laydown area | TBD | $ 20,000 |
| 3 | Demolition | Industrial Wrecking | $ 101,058 |
| 4 | Steel | Builders Steel Company | $ 33,358 |
| 5 | General Trades | McCown Gordon | $ 353,162 |
| 6 | Roofing Flashing/Patching | TBD | $ 25,520 |
| 7 | Glass & Glazing | KC Glass Systems | $ 13,526 |
| 8 | Drywall and Ceilings | The UP Companies | $ 346,052 |
| 9 | Tiling | Metro Tile Contractors | $ 12,163 |
| 10 | Carpet and Resilient Flooring | Regents Flooring | $ 121,881 |
| 11 | Floor protection | | $ 15,000 |
| 12 | Painting & Wallcovering | MVP Painting | $ 132,385 |
| 13 | Signage | DiverseID, LLC supply only | $ 21,325 |
| 14 | Operable Partitions | Burns Boys Co. | $ 31,083 |
| 15 | Window Coverings | EFX Architectural Products | $ 4,280 |
| 16 | Fire Sprinkler | American Fire | $ 53,144 |
| 17 | Plumbing | Rand | $ 84,716 |
| 18 | HVAC | Rand | $ 278,809 |
| 19 | Controls | Rand | $ 11,229 |
| 20 | Electrical | Citadel | $ 989,847 |
| 21 | General Requirements | | $ 124,934 |
| 22 | Tariff / escalation allowance | | $ 40,000 |
| 23 | Drywall/ceiling patching for MEP allowance | | $ 30,000 |
| 24 | Transfer duct allowance | | $ 10,000 |

| | | |
|---|---|---|
| Subtotal Cost of the Work | $ | 3,150,854 |
| Sub Default Protection @ 1.25% | $ | 38,239 |
| Pre-Construction | $ | 7,500 |
| Building Permit | $ | - |
| General Liability Insurance @ 1.00% | $ | 34,306 |
| Builders Risk @ 0.35% | $ | 12,007 |
| Construction Contingency @ 3.00% | $ | 96,154 |
| P & P Bond @ 0.50% | $ | 17,153 |
| FEE @ 2.15% | $ | 72,206 |
| **Total Proposed Construction Cost** | **$** | **3,428,419** |

# Exhibit A-3 - Contract Document Log

Printed on Thu May 29, 2025 at 03:03 pm CDT

McCOWNGORDON CONSTRUCTION

McCownGordon

Job #: 1072555 IPD Justice Center - Phase 1
17221 E 23rd St S
Independence, Missouri 64057

## 100% CDs - Current Drawings

| Drawing No. | Drawing Title | Revision | Drawing Date | Received Date | Set |
|---|---|---|---|---|---|
| **00 - COVER SHEET** | | | | | |
| X-001 | COVER SHEET | 0 | 03/28/2025 | | 100% CDs - PHASE 1 (03/28/25) |
| **01 - GENERAL** | | | | | |
| G-011 | GENERAL INFORMATION | 0 | 03/28/2025 | | 100% CDs - PHASE 1 (03/28/25) |
| G-021 | ACCESSIBILITY GUIDELINES | 0 | 03/28/2025 | | 100% CDs - PHASE 1 (03/28/25) |
| G-102 | LIFE SAFETY PLANS | 1 | 05/12/2025 | | Addendum 1 - 5.12.25 |
| G-105 | SIGNAGE PLAN - SECOND FLOOR | 1 | 05/12/2025 | | Addendum 1 - 5.12.25 |
| G-106 | SIGNAGE PLAN - THIRD FLOOR | 0 | 03/28/2025 | | 100% CDs - PHASE 1 (03/28/25) |
| G-301 | PARTITION TYPES | 0 | 03/28/2025 | | 100% CDs - PHASE 1 (03/28/25) |
| **05 - STRUCTURAL** | | | | | |
| S001 | GENERAL NOTES & PARTIAL THIRD FLOOR FRAMING PLAN | 0 | 03/28/2025 | | 100% CDs - PHASE 1 (03/28/25) |
| **06 - ARCHITECTURAL** | | | | | |
| A-102 | SECOND FLOOR PLAN | 0 | 03/28/2025 | | 100% CDs - PHASE 1 (03/28/25) |
| A-103 | THIRD FLOOR PLAN | 0 | 03/28/2025 | | 100% CDs - PHASE 1 (03/28/25) |
| A-451 | INTERIOR AND CASEWORK ELEVATIONS | 1 | 05/12/2025 | | Addendum 1 - 5.12.25 |
| A-452 | INTERIOR AND CASEWORK ELEVATIONS | 0 | 03/28/2025 | | 100% CDs - PHASE 1 (03/28/25) |
| A-453 | INTERIOR AND CASEWORK ELEVATIONS | 1 | 05/12/2025 | | Addendum 1 - 5.12.25 |
| A-551 | CASEWORK DETAILS | 0 | 03/28/2025 | | 100% CDs - PHASE 1 (03/28/25) |
| A-601 | DOOR SCHEDULE | 1 | 05/12/2025 | | Addendum 1 - 5.12.25 |
| A-801 | ARCHITECTURAL SPECIFICATIONS | 0 | 03/28/2025 | | 100% CDs - PHASE 1 (03/28/25) |
| A-802 | ARCHITECTURAL SPECIFICATIONS | 0 | 03/28/2025 | | 100% CDs - PHASE 1 (03/28/25) |
| A-803 | ARCHITECTURAL SPECIFICATIONS | 0 | 03/28/2025 | | 100% CDs - PHASE 1 (03/28/25) |
| A-804 | DOOR HARDWARE SPECIFICATIONS | 0 | 03/28/2025 | | 100% CDs - PHASE 1 (03/28/25) |
| AC102 | SECOND FLOOR -RCP | 1 | 05/12/2025 | | Addendum 1 - 5.12.25 |
| AC103 | THIRD FLOOR -RCP | 0 | 03/28/2025 | | 100% CDs - PHASE 1 (03/28/25) |
| AD102 | SECOND FLOOR - DEMO FLOOR PLAN | 0 | 03/28/2025 | | 100% CDs - PHASE 1 (03/28/25) |
| AD103 | DEMO WOOD SLATS | 0 | 03/28/2025 | | 100% CDs - PHASE 1 (03/28/25) |
| AD112 | SECOND FLOOR - DEMO RCP | 0 | 03/28/2025 | | 100% CDs - PHASE 1 (03/28/25) |
| AD113 | THIRD FLOOR - DEMO RCP | 0 | 03/28/2025 | | 100% CDs - PHASE 1 (03/28/25) |
| AF102 | SECOND FLOOR -FFE PLAN | 1 | 05/12/2025 | | Addendum 1 - 5.12.25 |
| AF103 | THIRD FLOOR -FFE PLAN | 0 | 03/28/2025 | | 100% CDs - PHASE 1 (03/28/25) |
| AI102 | SECOND FLOOR - FINISH PLAN | 0 | 03/28/2025 | | 100% CDs - PHASE 1 (03/28/25) |
| AI103 | THIRD FLOOR - FINISH PLAN | 0 | 03/28/2025 | | 100% CDs - PHASE 1 (03/28/25) |
| AI501 | FINISH DETAILS | 0 | 03/28/2025 | | 100% CDs - PHASE 1 (03/28/25) |

McCOWNGORDON CONSTRUCTION

Job #: 1072555 IPD Justice Center - Phase 1
17221 E 23rd St S
Independence, Missouri 64057

McCownGordon

| Drawing No. | Drawing Title | Revision | Drawing Date | Received Date | Set |
|---|---|---|---|---|---|
| AI601 | FINISH LEGEND AND SCHEDULE | 0 | 03/28/2025 | | 100% CDs - PHASE 1 (03/28/25) |
| **12 - PLUMBING** | | | | | |
| P-111 | LEVEL 01 - PLUMBING PLAN | 1 | 05/12/2025 | | Addendum 1 - 5.12.25 |
| P-112 | LEVEL 02 - PLUMBING PLAN | 1 | 05/12/2025 | | Addendum 1 - 5.12.25 |
| P-113 | LEVEL 03 - PLUMBING PLAN | 0 | 03/28/2025 | | 100% CDs - PHASE 1 (03/28/25) |
| P-601 | PLUMBING SCHEDULES, DETAILS, AND RISERS | 1 | 05/12/2025 | | Addendum 1 - 5.12.25 |
| P-801 | PLUMBING SPECIFICATIONS | 0 | 03/28/2025 | | 100% CDs - PHASE 1 (03/28/25) |
| PD112 | LEVEL 02 - PLUMBING DEMO PLAN | 1 | 05/12/2025 | | Addendum 1 - 5.12.25 |
| PG001 | PLUMBING LEGEND AND GENERAL NOTES | 0 | 03/28/2025 | | 100% CDs - PHASE 1 (03/28/25) |
| **14 - MECHANICAL** | | | | | |
| M-102 | LEVEL 02 - HVAC PLAN | 0 | 03/28/2025 | | 100% CDs - PHASE 1 (03/28/25) |
| M-103 | LEVEL 03 - HVAC PLAN | 0 | 03/28/2025 | | 100% CDs - PHASE 1 (03/28/25) |
| M-104 | ROOF - HVAC PLAN | 0 | 03/28/2025 | | 100% CDs - PHASE 1 (03/28/25) |
| M-112 | LEVEL 02 - PIPING PLAN | 0 | 03/28/2025 | | 100% CDs - PHASE 1 (03/28/25) |
| M-113 | LEVEL 03 - PIPING PLAN | 0 | 03/28/2025 | | 100% CDs - PHASE 1 (03/28/25) |
| M-501 | MECHANICAL DETAILS | 0 | 03/28/2025 | | 100% CDs - PHASE 1 (03/28/25) |
| M-502 | MECHANICAL DETAILS | 0 | 03/28/2025 | | 100% CDs - PHASE 1 (03/28/25) |
| M-601 | MECHANICAL SCHEDULES | 0 | 03/28/2025 | | 100% CDs - PHASE 1 (03/28/25) |
| M-801 | MECHANICAL SPECIFICATIONS | 0 | 03/28/2025 | | 100% CDs - PHASE 1 (03/28/25) |
| MD102 | LEVEL 02 - MECHANICAL DEMO PLAN | 0 | 03/28/2025 | | 100% CDs - PHASE 1 (03/28/25) |
| MD103 | LEVEL 03 - MECHANICAL DEMO PLAN | 0 | 03/28/2025 | | 100% CDs - PHASE 1 (03/28/25) |
| MG001 | MECHANICAL LEGEND AND GENERAL NOTES | 0 | 03/28/2025 | | 100% CDs - PHASE 1 (03/28/25) |
| **15 - ELECTRICAL** | | | | | |
| E-100 | LEVEL 00 - POWER PLAN | 0 | 03/28/2025 | | 100% CDs - PHASE 1 (03/28/25) |
| E-101 | LEVEL 01 - POWER PLAN | 0 | 03/28/2025 | | 100% CDs - PHASE 1 (03/28/25) |
| E-102 | LEVEL 02 - POWER PLAN | 1 | 05/12/2025 | | Addendum 1 - 5.12.25 |
| E-103 | LEVEL 03 - POWER PLAN | 0 | 03/28/2025 | | 100% CDs - PHASE 1 (03/28/25) |
| E-105 | ROOF - POWER PLAN | 0 | 03/28/2025 | | 100% CDs - PHASE 1 (03/28/25) |
| E-112 | LEVEL 02 - LIGHTING PLAN | 0 | 03/28/2025 | | 100% CDs - PHASE 1 (03/28/25) |
| E-113 | LEVEL 03 - LIGHTING PLAN | 0 | 03/28/2025 | | 100% CDs - PHASE 1 (03/28/25) |
| E-401 | ENLARGED ELECTRICAL PLANS | 0 | 03/28/2025 | | 100% CDs - PHASE 1 (03/28/25) |
| E-601 | PANELBOARD SCHEDULES | 1 | 05/12/2025 | | Addendum 1 - 5.12.25 |
| E-621 | LIGHTING FIXTURE SCHEDULES | 0 | 03/28/2025 | | 100% CDs - PHASE 1 (03/28/25) |
| E-641 | ELECTRICAL ONE-LINE DIAGRAM | 0 | 03/28/2025 | | 100% CDs - PHASE 1 (03/28/25) |
| E-801 | ELECTRICAL SPECIFICATIONS | 0 | 03/28/2025 | | 100% CDs - PHASE 1 (03/28/25) |
| ED112 | LEVEL 02 - ELECTRICAL DEMOLITION PLAN | 0 | 03/28/2025 | | 100% CDs - PHASE 1 (03/28/25) |
| ED113 | LEVEL 03 - ELECTRICAL DEMOLITION PLAN | 0 | 03/28/2025 | | 100% CDs - PHASE 1 (03/28/25) |
| EG001 | ELECTRICAL LEGEND AND GENERAL NOTES | 0 | 03/28/2025 | | 100% CDs - PHASE 1 (03/28/25) |

McCOWNGORDON
CONSTRUCTION

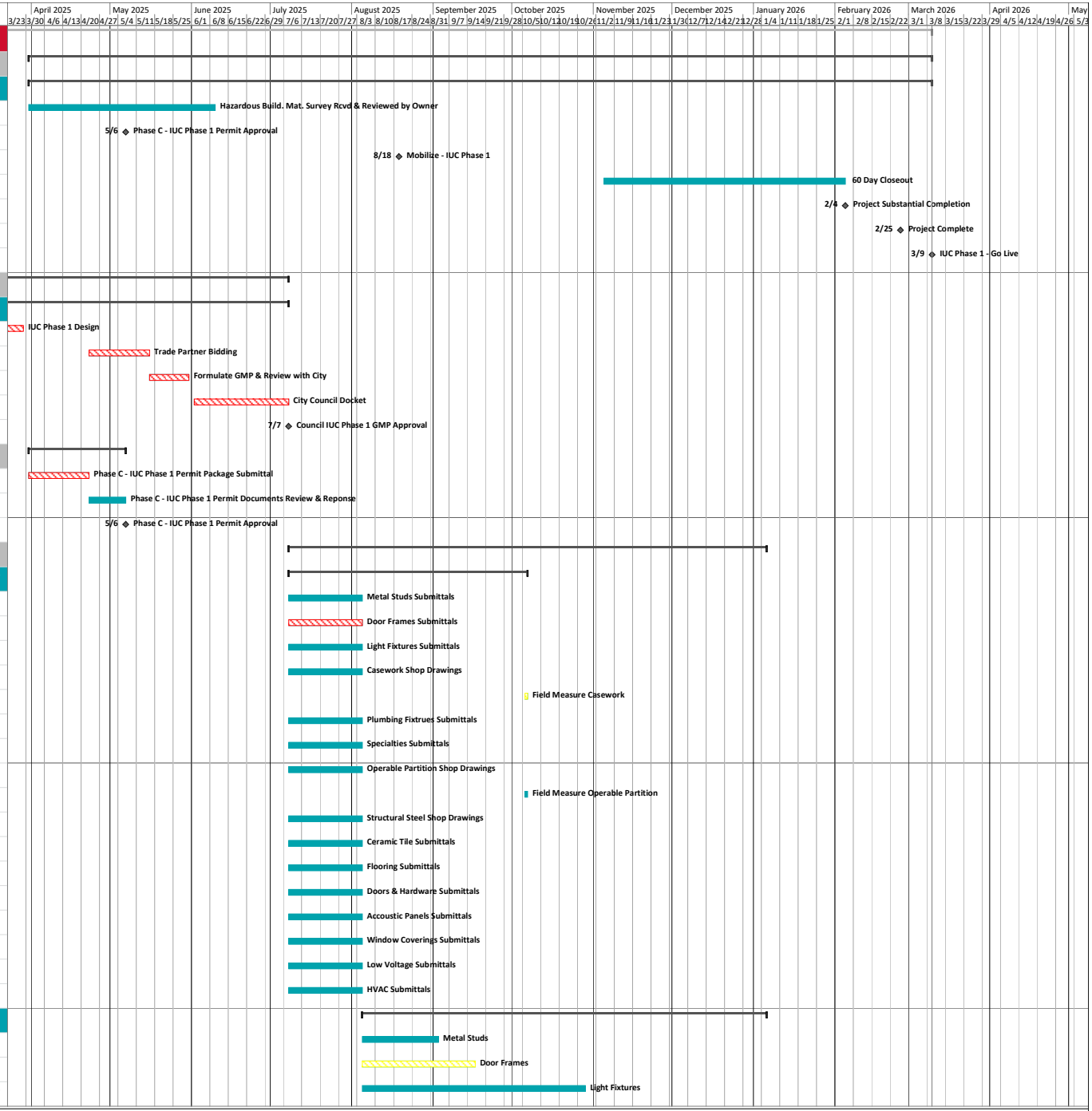
Job #: 1072555 IPD Justice Center - Phase 1
17221 E 23rd St S
Independence, Missouri 64057

McCownGordon

| Drawing No. | Drawing Title | Revision | Drawing Date | Received Date | Set |
|---|---|---|---|---|---|
| **17 - TELECOMMUNICATIONS** | | | | | |
| T-102 | LEVEL 02 - TECHNOLOGY PLAN | 1 | 05/12/2025 | | Addendum 1 - 5.12.25 |
| T-103 | LEVEL 03 - TECHNOLOGY PLAN | 1 | 05/12/2025 | | Addendum 1 - 5.12.25 |
| T-621 | TECHNOLOGY DIAGRAMS | 0 | 03/28/2025 | | 100% CDs - PHASE 1 (03/28/25) |
| T-801 | TECHNOLOGY SPECIFICATIONS | 0 | 03/28/2025 | | 100% CDs - PHASE 1 (03/28/25) |
| TD102 | LEVEL 02 - TECHNOLOGY DEMO PLAN | 1 | 05/12/2025 | | Addendum 1 - 5.12.25 |
| TD103 | LEVEL 03 - TECHNOLOGY DEMO PLAN | 1 | 05/12/2025 | | Addendum 1 - 5.12.25 |
| TG001 | TECHNOLOGY LEGEND AND GENERAL NOTES | 1 | 05/12/2025 | | Addendum 1 - 5.12.25 |

# Exhibit A-4 - Project Schedule

| ID | Task Name | Duration | Start | Finish |
|---|---|---|---|---|
| 0 | **Independence Justice Center Phase C - IUC** | **337 days** | **Fri 11/1/24** | **Mon 3/9/26** |
| 1 | **Project Milestones** | **237 days** | **Mon 3/31/25** | **Mon 3/9/26** |
| 2 | **Construction Milestones** | **237 days** | **Mon 3/31/25** | **Mon 3/9/26** |
| 3 | Hazardous Build. Mat. Survey Rcvd & Reviewed by Ov | 50 days | Mon 3/31/25 | Mon 6/9/25 |
| 4 | Phase C - IUC Phase 1 Permit Approval | 0 days | Tue 5/6/25 | Tue 5/6/25 |
| 5 | Mobilize - IUC Phase 1 | 0 days | Mon 8/18/25 | Mon 8/18/25 |
| 6 | 60 Day Closeout | 60 days | Wed 11/5/25 | Wed 2/4/26 |
| 7 | Project Substantial Completion | 0 days | Wed 2/4/26 | Wed 2/4/26 |
| 8 | Project Complete | 0 days | Wed 2/25/26 | Wed 2/25/26 |
| 9 | IUC Phase 1 - Go Live | 0 days | Mon 3/9/26 | Mon 3/9/26 |
| 10 | **Design & Pre-Construction** | **169 days** | **Fri 11/1/24** | **Mon 7/7/25** |
| 11 | **Phase C - Existing IUC Modifications for PD** | **169 days** | **Fri 11/1/24** | **Mon 7/7/25** |
| 12 | IUC Phase 1 Design | 100 days | Fri 11/1/24 | Fri 3/28/25 |
| 13 | Trade Partner Bidding | 17 days | Wed 4/23/25 | Thu 5/15/25 |
| 14 | Formulate GMP & Review with City | 10 days | Fri 5/16/25 | Fri 5/30/25 |
| 15 | City Council Docket | 25 days | Mon 6/2/25 | Mon 7/7/25 |
| 16 | Council IUC Phase 1 GMP Approval | 0 days | Mon 7/7/25 | Mon 7/7/25 |
| 17 | **Permitting** | **27 days** | **Mon 3/31/25** | **Tue 5/6/25** |
| 18 | Phase C - IUC Phase 1 Permit Package Submittal | 17 days | Mon 3/31/25 | Tue 4/22/25 |
| 19 | Phase C - IUC Phase 1 Permit Documents Review & Repo | 10 days | Wed 4/23/25 | Tue 5/6/25 |
| 20 | Phase C - IUC Phase 1 Permit Approval | 0 days | Tue 5/6/25 | Tue 5/6/25 |
| 21 | **Procurement** | **124 days** | **Tue 7/8/25** | **Mon 1/5/26** |
| 22 | **Submit/Review Submittals** | **64 days** | **Tue 7/8/25** | **Mon 10/6/25** |
| 23 | Metal Studs Submittals | 20 days | Tue 7/8/25 | Mon 8/4/25 |
| 24 | Door Frames Submittals | 20 days | Tue 7/8/25 | Mon 8/4/25 |
| 25 | Light Fixtures Submittals | 20 days | Tue 7/8/25 | Mon 8/4/25 |
| 26 | Casework Shop Drawings | 20 days | Tue 7/8/25 | Mon 8/4/25 |
| 27 | Field Measure Casework | 1 day | Mon 10/6/25 | Mon 10/6/25 |
| 28 | Plumbing Fixtrues Submittals | 20 days | Tue 7/8/25 | Mon 8/4/25 |
| 29 | Specialties Submittals | 20 days | Tue 7/8/25 | Mon 8/4/25 |
| 30 | Operable Partition Shop Drawings | 20 days | Tue 7/8/25 | Mon 8/4/25 |
| 31 | Field Measure Operable Partition | 1 day | Mon 10/6/25 | Mon 10/6/25 |
| 32 | Structural Steel Shop Drawings | 20 days | Tue 7/8/25 | Mon 8/4/25 |
| 33 | Ceramic Tile Submittals | 20 days | Tue 7/8/25 | Mon 8/4/25 |
| 34 | Flooring Submittals | 20 days | Tue 7/8/25 | Mon 8/4/25 |
| 35 | Doors & Hardware Submittals | 20 days | Tue 7/8/25 | Mon 8/4/25 |
| 36 | Accoustic Panels Submittals | 20 days | Tue 7/8/25 | Mon 8/4/25 |
| 37 | Window Coverings Submittals | 20 days | Tue 7/8/25 | Mon 8/4/25 |
| 38 | Low Voltage Submittals | 20 days | Tue 7/8/25 | Mon 8/4/25 |
| 39 | HVAC Submittals | 20 days | Tue 7/8/25 | Mon 8/4/25 |
| 40 | **Fabrication/Delivery** | **104 days** | **Tue 8/5/25** | **Mon 1/5/26** |
| 41 | Metal Studs | 20 days | Tue 8/5/25 | Tue 9/2/25 |
| 42 | Door Frames | 30 days | Tue 8/5/25 | Tue 9/16/25 |
| 43 | Light Fixtures | 60 days | Tue 8/5/25 | Tue 10/28/25 |

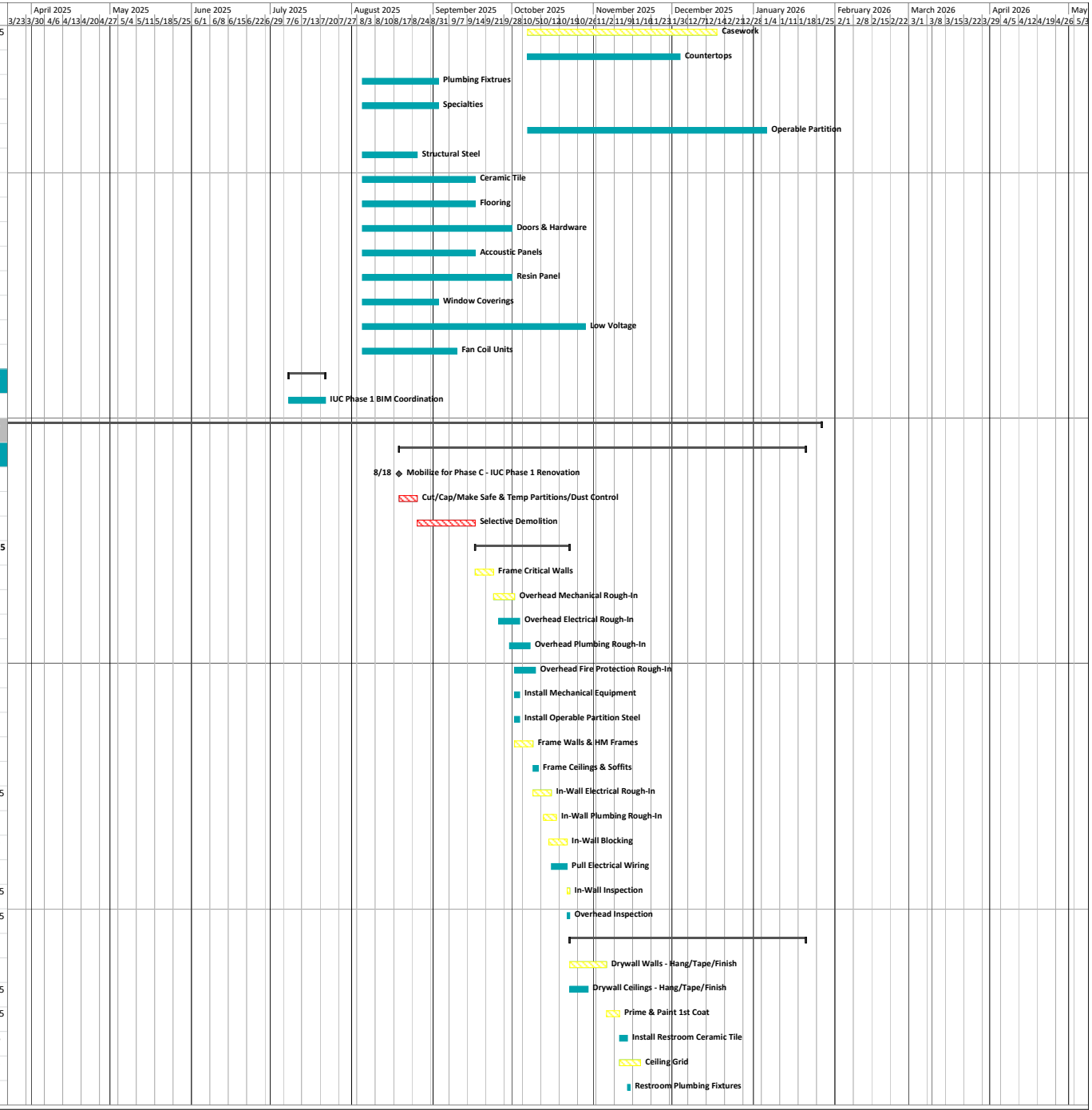



Task
Critical
Near Critical

Independence Justice Center Phase C - IUC - Bid Schedule
Page: 1/4

McCOWNGORDON CONSTRUCTION

| ID | Task Name | Duration | Start | Finish |
|---|---|---|---|---|
| 44 | Casework | 50 days | Tue 10/7/25 | Wed 12/17/25 |
| 45 | Countertops | 40 days | Tue 10/7/25 | Wed 12/3/25 |
| 46 | Plumbing Fixtrues | 20 days | Tue 8/5/25 | Tue 9/2/25 |
| 47 | Specialties | 20 days | Tue 8/5/25 | Tue 9/2/25 |
| 48 | Operable Partition | 60 days | Tue 10/7/25 | Mon 1/5/26 |
| 49 | Structural Steel | 15 days | Tue 8/5/25 | Mon 8/25/25 |
| 50 | Ceramic Tile | 30 days | Tue 8/5/25 | Tue 9/16/25 |
| 51 | Flooring | 30 days | Tue 8/5/25 | Tue 9/16/25 |
| 52 | Doors & Hardware | 40 days | Tue 8/5/25 | Tue 9/30/25 |
| 53 | Accoustic Panels | 30 days | Tue 8/5/25 | Tue 9/16/25 |
| 54 | Resin Panel | 40 days | Tue 8/5/25 | Tue 9/30/25 |
| 55 | Window Coverings | 20 days | Tue 8/5/25 | Tue 9/2/25 |
| 56 | Low Voltage | 60 days | Tue 8/5/25 | Tue 10/28/25 |
| 57 | Fan Coil Units | 25 days | Tue 8/5/25 | Tue 9/9/25 |
| 58 | **BIM Coordination** | **10 days** | **Tue 7/8/25** | **Mon 7/21/25** |
| 59 | IUC Phase 1 BIM Coordination | 10 days | Tue 7/8/25 | Mon 7/21/25 |
| 60 | Construction | 307 days | Fri 11/1/24 | Mon 1/26/26 |
| 61 | **Second Floor** | **104 days** | **Mon 8/18/25** | **Tue 1/20/26** |
| 62 | Mobilize for Phase C - IUC Phase 1 Renovation | 0 days | Mon 8/18/25 | Mon 8/18/25 |
| 63 | Cut/Cap/Make Safe & Temp Partitions/Dust Control | 5 days | Tue 8/19/25 | Mon 8/25/25 |
| 64 | Selective Demolition | 15 days | Tue 8/26/25 | Tue 9/16/25 |
| 65 | **Rough-In** | **26 days** | **Wed 9/17/25** | **Wed 10/22/25** |
| 66 | Frame Critical Walls | 5 days | Wed 9/17/25 | Tue 9/23/25 |
| 67 | Overhead Mechanical Rough-In | 6 days | Wed 9/24/25 | Wed 10/1/25 |
| 68 | Overhead Electrical Rough-In | 6 days | Fri 9/26/25 | Fri 10/3/25 |
| 69 | Overhead Plumbing Rough-In | 6 days | Tue 9/30/25 | Tue 10/7/25 |
| 70 | Overhead Fire Protection Rough-In | 6 days | Thu 10/2/25 | Thu 10/9/25 |
| 71 | Install Mechanical Equipment | 2 days | Thu 10/2/25 | Fri 10/3/25 |
| 72 | Install Operable Partition Steel | 2 days | Thu 10/2/25 | Fri 10/3/25 |
| 73 | Frame Walls & HM Frames | 5 days | Thu 10/2/25 | Wed 10/8/25 |
| 74 | Frame Ceilings & Soffits | 2 days | Thu 10/9/25 | Fri 10/10/25 |
| 75 | In-Wall Electrical Rough-In | 5 days | Thu 10/9/25 | Wed 10/15/25 |
| 76 | In-Wall Plumbing Rough-In | 5 days | Mon 10/13/25 | Fri 10/17/25 |
| 77 | In-Wall Blocking | 5 days | Wed 10/15/25 | Tue 10/21/25 |
| 78 | Pull Electrical Wiring | 4 days | Thu 10/16/25 | Tue 10/21/25 |
| 79 | In-Wall Inspection | 1 day | Wed 10/22/25 | Wed 10/22/25 |
| 80 | Overhead Inspection | 1 day | Wed 10/22/25 | Wed 10/22/25 |
| 81 | **Finishes** | **58 days** | **Thu 10/23/25** | **Tue 1/20/26** |
| 82 | Drywall Walls - Hang/Tape/Finish | 10 days | Thu 10/23/25 | Wed 11/5/25 |
| 83 | Drywall Ceilings - Hang/Tape/Finish | 5 days | Thu 10/23/25 | Wed 10/29/25 |
| 84 | Prime & Paint 1st Coat | 3 days | Thu 11/6/25 | Mon 11/10/25 |
| 85 | Install Restroom Ceramic Tile | 3 days | Tue 11/11/25 | Thu 11/13/25 |
| 86 | Ceiling Grid | 6 days | Tue 11/11/25 | Tue 11/18/25 |
| 87 | Restroom Plumbing Fixtures | 1 day | Fri 11/14/25 | Fri 11/14/25 |

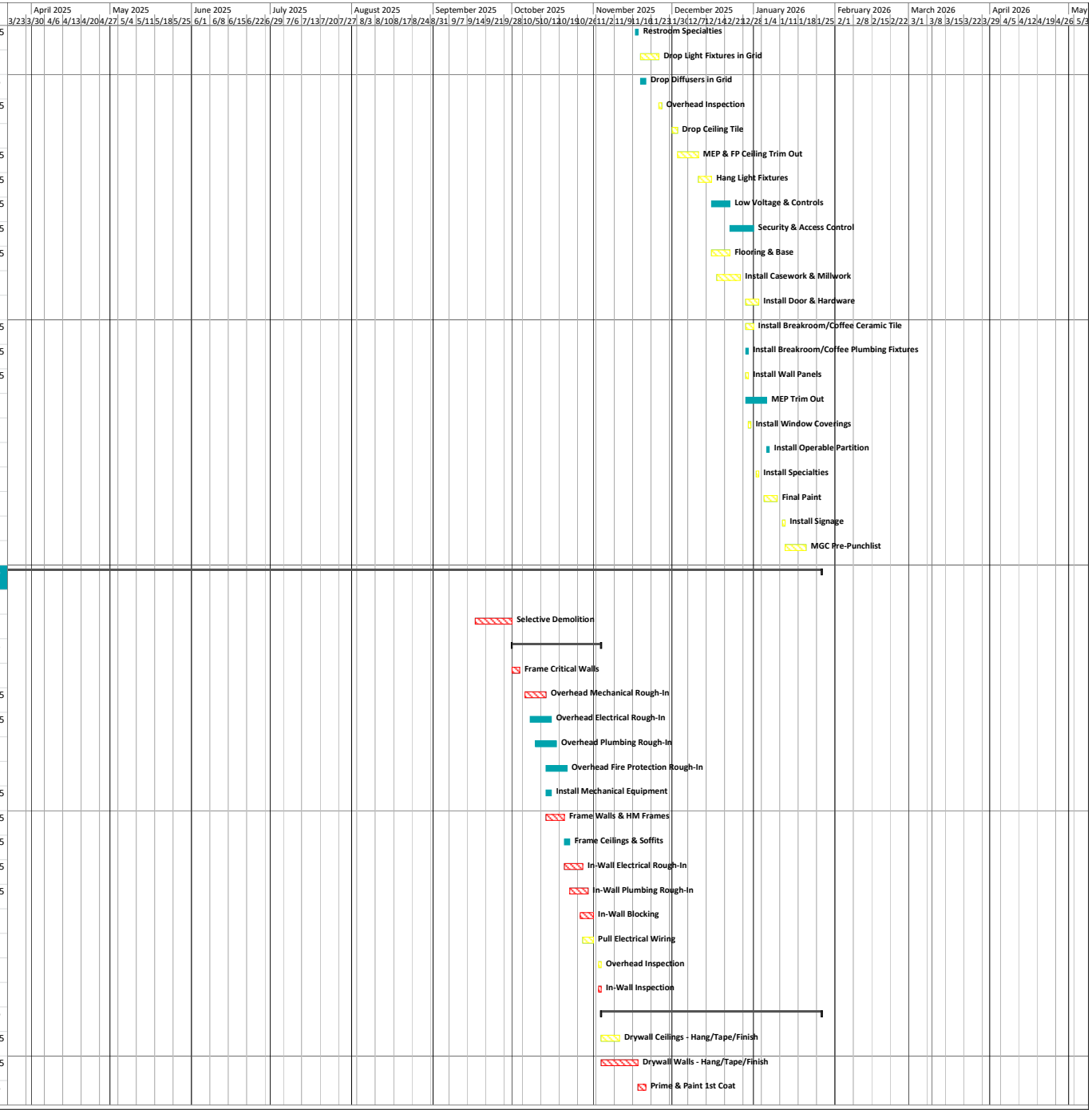



Task
Critical
Near Critical

**Independence Justice Center Phase C - IUC - Bid Schedule**
Page: 2/4

McCOWNGORDON CONSTRUCTION

| ID | Task Name | Duration | Start | Finish |
|---|---|---|---|---|
| 88 | Restroom Specialties | 1 day | Mon 11/17/25 | Mon 11/17/25 |
| 89 | Drop Light Fixtures in Grid | 5 days | Wed 11/19/25 | Tue 11/25/25 |
| 90 | Drop Diffusers in Grid | 2 days | Wed 11/19/25 | Thu 11/20/25 |
| 91 | Overhead Inspection | 1 day | Wed 11/26/25 | Wed 11/26/25 |
| 92 | Drop Ceiling Tile | 2 days | Mon 12/1/25 | Tue 12/2/25 |
| 93 | MEP & FP Ceiling Trim Out | 6 days | Wed 12/3/25 | Wed 12/10/25 |
| 94 | Hang Light Fixtures | 3 days | Thu 12/11/25 | Mon 12/15/25 |
| 95 | Low Voltage & Controls | 5 days | Tue 12/16/25 | Mon 12/22/25 |
| 96 | Security & Access Control | 5 days | Tue 12/23/25 | Wed 12/31/25 |
| 97 | Flooring & Base | 5 days | Tue 12/16/25 | Mon 12/22/25 |
| 98 | Install Casework & Millwork | 5 days | Thu 12/18/25 | Fri 12/26/25 |
| 99 | Install Door & Hardware | 4 days | Mon 12/29/25 | Fri 1/2/26 |
| 100 | Install Breakroom/Coffee Ceramic Tile | 3 days | Mon 12/29/25 | Wed 12/31/25 |
| 101 | Install Breakroom/Coffee Plumbing Fixtures | 1 day | Mon 12/29/25 | Mon 12/29/25 |
| 102 | Install Wall Panels | 1 day | Mon 12/29/25 | Mon 12/29/25 |
| 103 | MEP Trim Out | 5 days | Mon 12/29/25 | Mon 1/5/26 |
| 104 | Install Window Coverings | 1 day | Tue 12/30/25 | Tue 12/30/25 |
| 105 | Install Operable Partition | 1 day | Tue 1/6/26 | Tue 1/6/26 |
| 106 | Install Specialties | 1 day | Fri 1/2/26 | Fri 1/2/26 |
| 107 | Final Paint | 5 days | Mon 1/5/26 | Fri 1/9/26 |
| 108 | Install Signage | 1 day | Mon 1/12/26 | Mon 1/12/26 |
| 109 | MGC Pre-Punchlist | 5 days | Tue 1/13/26 | Tue 1/20/26 |
| 110 | **Third Floor** | **307 days** | **Fri 11/1/24** | **Mon 1/26/26** |
| 111 | Cut/Cap/Make Safe & Temp Partitions/Dust Control | 2 days | Fri 11/1/24 | Mon 11/4/24 |
| 112 | Selective Demolition | 10 days | Wed 9/17/25 | Tue 9/30/25 |
| 113 | **Rough-In** | **24 days** | **Wed 10/1/25** | **Mon 11/3/25** |
| 114 | Frame Critical Walls | 3 days | Wed 10/1/25 | Fri 10/3/25 |
| 115 | Overhead Mechanical Rough-In | 6 days | Mon 10/6/25 | Mon 10/13/25 |
| 116 | Overhead Electrical Rough-In | 6 days | Wed 10/8/25 | Wed 10/15/25 |
| 117 | Overhead Plumbing Rough-In | 6 days | Fri 10/10/25 | Fri 10/17/25 |
| 118 | Overhead Fire Protection Rough-In | 6 days | Tue 10/14/25 | Tue 10/21/25 |
| 119 | Install Mechanical Equipment | 2 days | Tue 10/14/25 | Wed 10/15/25 |
| 120 | Frame Walls & HM Frames | 5 days | Tue 10/14/25 | Mon 10/20/25 |
| 121 | Frame Ceilings & Soffits | 2 days | Tue 10/21/25 | Wed 10/22/25 |
| 122 | In-Wall Electrical Rough-In | 5 days | Tue 10/21/25 | Mon 10/27/25 |
| 123 | In-Wall Plumbing Rough-In | 5 days | Thu 10/23/25 | Wed 10/29/25 |
| 124 | In-Wall Blocking | 5 days | Mon 10/27/25 | Fri 10/31/25 |
| 125 | Pull Electrical Wiring | 4 days | Tue 10/28/25 | Fri 10/31/25 |
| 126 | Overhead Inspection | 1 day | Mon 11/3/25 | Mon 11/3/25 |
| 127 | In-Wall Inspection | 1 day | Mon 11/3/25 | Mon 11/3/25 |
| 128 | **Finishes** | **54 days** | **Tue 11/4/25** | **Mon 1/26/26** |
| 129 | Drywall Ceilings - Hang/Tape/Finish | 5 days | Tue 11/4/25 | Mon 11/10/25 |
| 130 | Drywall Walls - Hang/Tape/Finish | 10 days | Tue 11/4/25 | Mon 11/17/25 |
| 131 | Prime & Paint 1st Coat | 3 days | Tue 11/18/25 | Thu 11/20/25 |

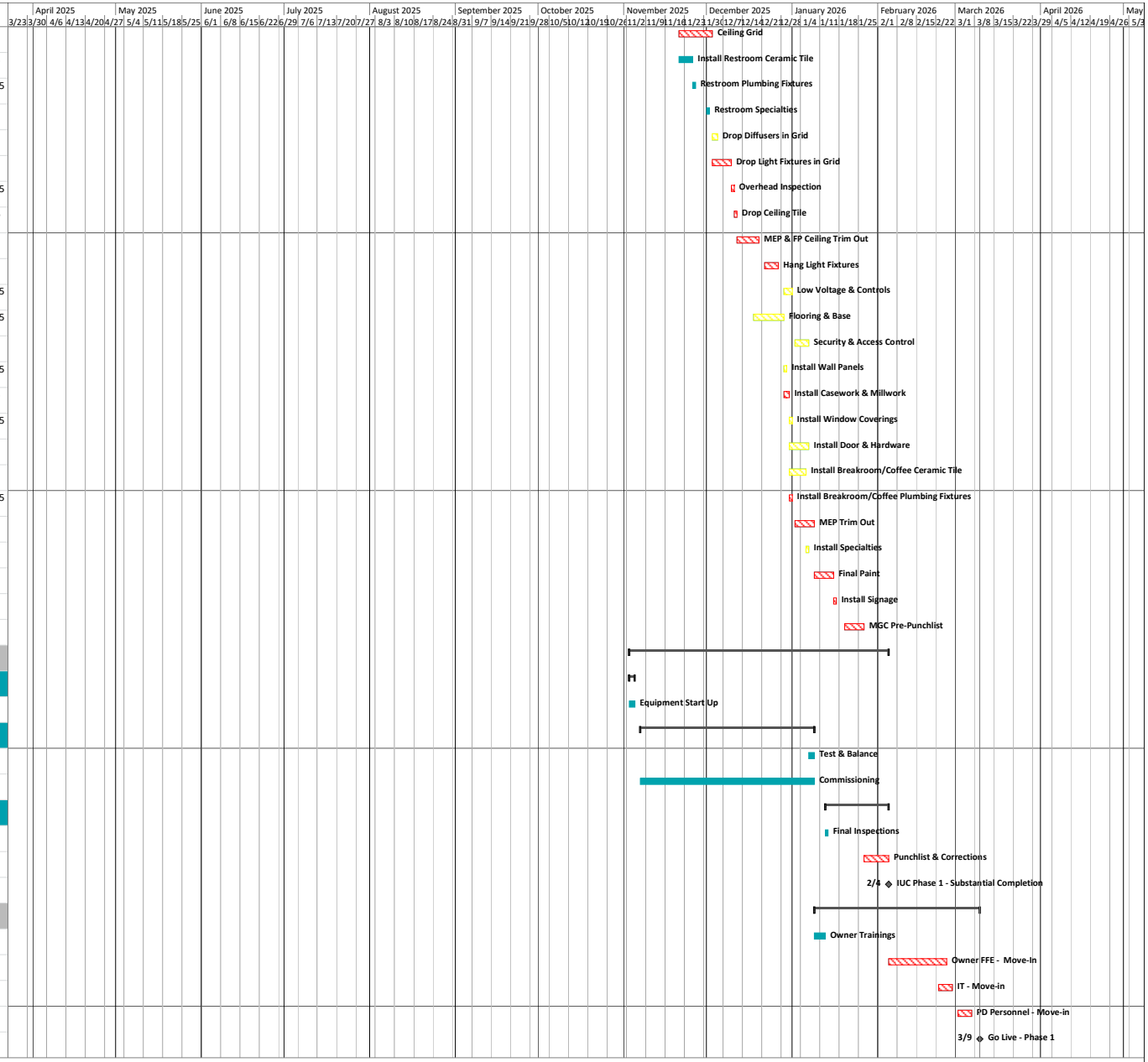



Task
Critical
Near Critical



McCOWNGORDON CONSTRUCTION

| ID | Task Name | Duration | Start | Finish |
|---|---|---|---|---|
| 132 | Ceiling Grid | 6 days | Fri 11/21/25 | Tue 12/2/25 |
| 133 | Install Restroom Ceramic Tile | 3 days | Fri 11/21/25 | Tue 11/25/25 |
| 134 | Restroom Plumbing Fixtures | 1 day | Wed 11/26/25 | Wed 11/26/25 |
| 135 | Restroom Specialties | 1 day | Mon 12/1/25 | Mon 12/1/25 |
| 136 | Drop Diffusers in Grid | 2 days | Wed 12/3/25 | Thu 12/4/25 |
| 137 | Drop Light Fixtures in Grid | 5 days | Wed 12/3/25 | Tue 12/9/25 |
| 138 | Overhead Inspection | 1 day | Wed 12/10/25 | Wed 12/10/25 |
| 139 | Drop Ceiling Tile | 1 day | Thu 12/11/25 | Thu 12/11/25 |
| 140 | MEP & FP Ceiling Trim Out | 6 days | Fri 12/12/25 | Fri 12/19/25 |
| 141 | Hang Light Fixtures | 3 days | Mon 12/22/25 | Fri 12/26/25 |
| 142 | Low Voltage & Controls | 3 days | Mon 12/29/25 | Wed 12/31/25 |
| 143 | Flooring & Base | 5 days | Thu 12/18/25 | Mon 12/29/25 |
| 144 | Security & Access Control | 3 days | Fri 1/2/26 | Tue 1/6/26 |
| 145 | Install Wall Panels | 1 day | Mon 12/29/25 | Mon 12/29/25 |
| 146 | Install Casework & Millwork | 2 days | Mon 12/29/25 | Tue 12/30/25 |
| 147 | Install Window Coverings | 1 day | Wed 12/31/25 | Wed 12/31/25 |
| 148 | Install Door & Hardware | 4 days | Wed 12/31/25 | Tue 1/6/26 |
| 149 | Install Breakroom/Coffee Ceramic Tile | 3 days | Wed 12/31/25 | Mon 1/5/26 |
| 150 | Install Breakroom/Coffee Plumbing Fixtures | 1 day | Wed 12/31/25 | Wed 12/31/25 |
| 151 | MEP Trim Out | 5 days | Fri 1/2/26 | Thu 1/8/26 |
| 152 | Install Specialties | 1 day | Tue 1/6/26 | Tue 1/6/26 |
| 153 | Final Paint | 5 days | Fri 1/9/26 | Thu 1/15/26 |
| 154 | Install Signage | 1 day | Fri 1/16/26 | Fri 1/16/26 |
| 155 | MGC Pre-Punchlist | 5 days | Tue 1/20/26 | Mon 1/26/26 |
| 156 | Close Out | 62 days | Mon 11/3/25 | Wed 2/4/26 |
| 157 | Equipment Start-Up | 2 days | Mon 11/3/25 | Tue 11/4/25 |
| 158 | Equipment Start Up | 2 days | Mon 11/3/25 | Tue 11/4/25 |
| 159 | Commissioning | 40 days | Fri 11/7/25 | Thu 1/8/26 |
| 160 | Test & Balance | 2 days | Wed 1/7/26 | Thu 1/8/26 |
| 161 | Commissioning | 40 days | Fri 11/7/25 | Thu 1/8/26 |
| 162 | Punchlist | 16 days | Tue 1/13/26 | Wed 2/4/26 |
| 163 | Final Inspections | 1 day | Tue 1/13/26 | Tue 1/13/26 |
| 164 | Punchlist & Corrections | 7 days | Tue 1/27/26 | Wed 2/4/26 |
| 165 | IUC Phase 1 - Substantial Completion | 0 days | Wed 2/4/26 | Wed 2/4/26 |
| 166 | Owner Activities | 41 days | Fri 1/9/26 | Mon 3/9/26 |
| 167 | Owner Trainings | 2 days | Fri 1/9/26 | Mon 1/12/26 |
| 168 | Owner FFE - Move-In | 15 days | Thu 2/5/26 | Wed 2/25/26 |
| 169 | IT - Move-in | 5 days | Mon 2/23/26 | Fri 2/27/26 |
| 170 | PD Personnel - Move-in | 5 days | Mon 3/2/26 | Fri 3/6/26 |
| 171 | Go Live - Phase 1 | 0 days | Mon 3/9/26 | Mon 3/9/26 |




Task
Critical
Near Critical

**Independence Justice Center Phase C - IUC - Bid Schedule**
Page: 4/4

McCOWNGORDON CONSTRUCTION

# City of Independence

AGENDA ITEM COVER SHEET

**Agenda Title:**
Council action is requested for approval to allow an additional $100,000.00 in expenditures to Fletcher-Reinhardt for utility hardware for the Power & Light Department. The new total amount allowed for expenditures will be $700,000.00.

**Recommendations:**
Staff recommends approval of this item.

**Background:**
The Power and Light Department needs to complete a change order in the amount of $100,000 for Fletcher-Reinhardt P.O. 25000244. Due to the increasing prices for materials and the increase in ongoing projects, it is necessary to keep utility hardware needed in stock.

Fletcher-Reinhardt is our contracted supplier for utility hardware that was approved by the council in 2021.

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

**Emergency Justification:**

**Fiscal Impact:**
The total fiscal impact to the City is $700,000. The original amount for the utility hardware P.O. was $600,000. Funding for the utility hardware stock is included in the fiscal year 24-25 adopted budget, page 276, account number (0206122-5314), Warehouse – Inventory Purchases, IPL fund 20.

**Council Action:**

---

**Department / Contact** Power and Light /

---

**REVIEWERS**
Khristina Irvine
Joseph Hegendeffer

Melissa Cabrera
Jeremy Cover
Zachary Walker
Susanne Holland

**ATTACHMENTS:**

None

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION REPEALING RESOLUTION NO. 6906 AND DIRECTING THE CITY MANAGER ON BOARDS AND COMMISSIONS RECORDINGS. (*Sponsored by CouncilmemberBrice Stewart)*

WHEREAS, the City Council recognizes the importance of citizen involvement and transparency of city processes; and,

WHEREAS, the boards, commissions, and committees of the City of Independence play an important role in our community; and,

WHEREAS, the positions on the boards, commissions, and committees are filled by volunteers from the City of Independence; and,

WHEREAS, the ability to consistently meet on a regular date and time assists these boards, commissions, and committees in meeting a quorum; maintaining requirements outlined in the charter or the resolutions forming them; and obtaining space to fulfill their meeting needs; and,

WHEREAS, it is the desire of the City Council and staff to produce and provide quality recordings for certain city boards and commissions meetings: and,

WHEREAS, the City Council approved Resolution No. 6724 on September 20, 2021 setting out recording of meeting expectations for various boards and commissions; and,

WHEREAS, the City Council approved Resolution 6906 on March 20th, 2023 to add the City Charter Review Commission to the meetings that would be livestreamed and uploaded to the City's virtual streaming platforms; and,

WHEREAS, the qualified voters of Independence approved General Obligation Bond Question 2 on April 8th, 2025; and,

WHEARS, the City Council committed to certain actions to promote accountability and transparency for these bond funds, including having the Street Improvement Tax Oversight Committee review the expenditures of these funds in addition to their regular duties; and,

WHEREAS, the City Council would like to clarify and amend the existing practices as they relate to recording and publishing boards and commissions meetings to add the Street Improvement Tax Oversight Committee;

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

SECTION 1. That Resolution No. 6906 is hereby repealed.

SECTION 2. The City Council directs the City Manager to ensure the following open public meetings are recorded, livestreamed, and uploaded to the City's virtual streaming platforms: Audit and Finance Committee, City Charter Review Commission, City Planning Commission, and Public Utilities Advisory Board.

SECTION 3. The City Council directs the City Manager to ensure the following open public meetings are recorded and uploaded to the City' s virtual streaming platforms: Board of Ethics, Independence Advisory Board of Health, Personnel Board, Tax Increment Financing Commission, and Street Improvement Tax Oversight Committee.

SECTION 4. That any board or commission required to record or livestream their meetings shall be required to convene meetings either virtually or in the Council Chambers or the Independence Utilities Center Conference Room.

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

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

ATTEST:

_____
City Clerk

APPROVED - FORM AND LEGALITY:

_____
City Counselor

REVIEWED BY:

_____
City Manager

# City of Independence

AGENDA ITEM COVER SHEET

**Agenda Title:**

25-761 A resolution approving a Short-Term Rental for the property located at 14901 E. 40th Street South, in Independence, Jackson County, Missouri. ***(Valid legal protest filed. Requires 5 votes for approval.)***

**Recommendations:**

Commissioner Nesbitt made a motion to recommend approval of this Short-Term Rental with the conditions listed below:

1. The short-term rental shall obtain a business license pursuant to Chapter 5 of the City Code
2. The short-term rental operator shall remit transient guest tax to the City and comply with the operational standards outlined in Article 3, Chapter 5 of the city code
3. The business must comply with all safety and other standards established by Section 14-424 of the City Code.
4. The maximum occupancy of the premises shall be limited to six (6) persons total.
5. The maximum number of bedrooms shall be three (3).
6. A noise monitoring system conforming to the city code shall be installed and activated, the Good Neighbor Guidelines, evacuation plan and other notices must be properly posted, prior to approval of the business license.
7. The property must be inspected by the Fire Inspector and passed the Initial Short-Term Rental Fire and Life Safety Inspection.

The motion was seconded by Commissioner Ferguson. The Independence Planning Commission voted as follows:

Commissioner Nesbitt – Yes
Commissioner Ferguson– Yes
Commissioner Ashbaugh – Yes
Commissioner O'Neill – Yes
Commissioner Torres – Yes
Commissioner Young – Yes
Commissioner Wiley – Yes

The motion passed by a vote of 7-0.

**Background:**

In accordance with the UDO, a legal protest petition, duly signed and acknowledged by the owners of 25 percent or more of the area within 185 feet of the subject property, was filed with the Planning Commission prior to the beginning of the meeting. This request by Hannah

and Timothy Mullins to operate a short-term rental at 14901 E 40th St S was recommended for approval by the Planning Commission on June 10, 2025, after a public hearing. This request is being forwarded to the City Council for consideration and final action.

**PROPERTY HISTORY:**

The subject site was annexed into the City of Independence in 1960 as an unplatted tract of land. Subsequently, the Stewart Heights East subdivision would be recorded with Jackson County in 1965 with the subject site being Lot 349 of said subdivision. The Stewart Heights East subdivision was recorded the same year as the city adopted the Zoning Ordinance and was assigned a zoning classification of R-1 (Single-Family Residential). Since that time, the property has maintained a single-family residential zoning classification.

County records indicate the applicant obtained ownership of the property in 2022. The property is currently not being used as a short-term rental.

**PROPERTY CHARACTERISTICS:**

Lot 349 of the Stewart Heights East subdivision is approximately 8,575 $ft^2$ in size. County records indicate the dwelling was constructed in 1965. Real estate records indicate the dwelling contains approximately 1,799 $ft^2$ of living area. The front façade is composed of brick. The dwelling consists of a main story and garage/basement. All three bedrooms are located on the main level.

**CHARACTERISTICS OF THE AREA:**

The subject site is located one block southeast of the Phelps Road and 39th Street intersection. The Stewarts Height East subdivision was recorded in two phases, from 1964 to 1965. The neighborhood consists of residences of similar age, character, and design.

**PARKING:**

The subject site is supplied with a double-wide driveway, providing enough parking area for up to two (2) vehicles. Street parking is available in front of the residence for one (1) additional vehicle. The subject site has three (3) total available parking spaces, meeting the City's parking requirements for short-term rentals.

**UNRULY GUEST/SECURITY:**

The applicant has provided a comprehensive noise management plan, including intentions to install a noise monitoring device. Prior to the approval of this short-term rental, posting of good neighborhood guidelines and installation of a noise monitoring device will need to be confirmed by City staff.

**SHORT TERM RENTAL REQUIREMENTS:**

With the attached application materials, the applicant has addressed the following topics:

- **Noise monitoring** –The applicant will need to provide evidence of the installation of an approved noise monitoring device.
- **Trash Removal** – The applicant has indicated a subscription to Ted's Trash Service. Refuse is collected on a weekly basis.
- **Property listing** - The property will be listed on AirBNB, along with other major booking platforms not specified at the time of application.

- **Business operations/security** – The applicant/property owner will serve as the responsible agent and property manager.
- **City's Short Term Rental checklist** – The form was completed by the applicant covering licensing, future inspections, insurance, on-site information posting, and so forth.
- **Fire safety** – A fire evacuation plan had been submitted along with floor plans of the house. The fire escape plan must also be posted per code requirement.
- **City inspection** – The property must be inspected by the Fire Inspector and pass the Initial Short-Term Rental Fire and Life Safety Inspection.
- **Parking Plan** – The applicant has included a parking plan as part of their application. The parking plan satisfies City Code requirements for a three-bedroom short-term rental unit.

The applicant's appeal letter and the draft Planning Commission minutes are attached to this Council agenda item.

**Emergency Justification:**

**Fiscal Impact:**

**Council Action:**

---

**Department / Contact** Community Development /

---

**REVIEWERS**

Tom Scannell
Jeremy Cover
Zachary Walker
Susanne Holland

**ATTACHMENTS:**

1. Draft Resolution 25-400-05 - PDF
2. STR Staff Report 25-400-05
3. Online Application
4. Notification Letter
5. Notification Addresses
6. Notification Area Map
7. Affidavit
8. Parking and Floor Plan

9. Fire Safety Plan
10. Nearest Short Term Rental
11. Protest Petition Notarized
12. Planning Commission Meeting Minutes 06-10-25

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION APPROVING A SHORT-TERM RENTAL FOR THE PROPERTY LOCATED AT 14901 E. 40TH STREET SOUTH, IN INDEPENDENCE, JACKSON COUNTY, MISSOURI.

WHEREAS, on April 15, 2025, the city accepted an application for a proposed short-term rental at 14901 E 40th St S to be considered by the Planning Commission; and,

WHEREAS, after due public notice in the manner prescribed by law, the Planning Commission held a public hearing for consideration of the request on June 10, 2025; and,

WHEREAS, a successful legal protest petition was filed with the Planning Commission prior to the Planning Commission public hearing, in accordance with the UDO; and,

WHEREAS, the Planning Commission recommend approval of the short-term rental by a vote of 7-0; and,

WHEREAS, the UDO requires that the City Council must consider and take final action on a short-term rental application when a valid legal protest petition is submitted; and,

WHEREAS, the City Council rendered a decision to approve the operation of a short-term rental at the said property; and,

WHEREAS, in accordance with the Unified Development Ordinance, it was determined that the Short-Term Rental was consistent with the criteria in Section 14-424.

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

SECTION 1. That the short-term rental for 14901 E 40th St S, on property legally described as lot 249 of the Stewart Heights East Subdivision, a subdivision in Independence, Jackson County, Missouri, be and the same is hereby approved with the conditions noted below:

1. The short-term rental shall obtain a business license pursuant to Chapter 5 of the City Code
2. The short-term rental operator shall remit transient guest tax to the City and comply with the operational standards outlined in Article 3, Chapter 5 of City Code
3. The business must comply with all safety and other standards established by Section 14-424 of the City Code.
4. The maximum occupancy of the premises shall be limited to six (6) persons total.
5. The maximum number of bedrooms shall be three (3).

6. A noise monitoring system conforming to City Code shall be installed and activated, the Good Neighbor Guidelines, evacuation plan and other notices must be properly posted, prior to approval of the business license.
7. The property must be inspected by the Fire Inspector and passed the Initial Short-Term Rental Fire and Life Safety Inspection.

A copy of said Short-Term Rental is attached hereto and forms a part of this resolution as though fully set forth herein.

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

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

ATTEST:

_____
City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
City Counselor

REVIEWED BY:

_____
City Manager

# Planning Commission
## Staff Report

**MEETING DATE:** June 10, 2025 **STAFF:** Gabe Glaser, Planner

**PROJECT NAME:** 14901 E 40th St S – Short-Term Rental

**CASE NUMBER/REQUEST:** **Case 25-400-05 – Short-Term Rental – 14901 E. 40th St S** – A request by Hannah Mullins to operate a Short-Term Rental

**PROPERTY ADDRESS:** 14901 E 40th St S

**APPLICANT:** Hannah and Timothy Mullins

**APPLICANT ADDRESS:** 16000 E 25th St S, Independence, Mo 64055

**PROPERTY OWNER/RESPONIBLE AGENT:** Hannah Mullins

**OWNER ADDRESS:** 16000 E 25th St S, Independence, Mo 64055

**SUBJECT PROPERTY ZONING/LAND USE:** R-6 (Single-Family Residential)

**SURROUNDING ZONINGS/LAND USES:**

**N:** R-6 (Single-Family Residential) / Single-Family
**S:** R-6 (Single-Family Resisdential) / Single-Family
**E:** R-6 (Single-Family Residential)/ Single-Family
**W:** R-6 (Single-Family Residential) / Single-Family

**PUBLIC NOTICE:**

- Letters to property owners within 185 feet were mailed May 21, 2025
- Notification signs were posted on the property May 23, 2025

**FURTHER ACTION:**

Unless a valid protest petition is submitted, or the applicant seeks to appeal the action of the Planning Commission, this application is not reviewed by the City Council.

## RECOMMENDATION

Staff recommends **APPROVAL** of this Short-Term Rental with the following conditions:

1. The short-term rental shall obtain a business license pursuant to Chapter 5 of the City Code
2. The short-term rental operator shall remit transient guest tax to the City and comply with the operational standards outlined in Article 3, Chapter 5 of City Code
3. The business must comply with all safety and other standards established by Section 14-424 of the City Code.
4. The maximum occupancy of the premises shall be limited to six (6) persons total.
5. The maximum number of bedrooms shall be three (3).
6. A noise monitoring system conforming to City Code shall be installed and activated, the Good Neighbor Guidelines, evacuation plan and other notices must be properly posted, prior to approval of the business license.

7. The property must be inspected by the Fire Inspector and passed the Initial Short-Term Rental Fire and Life Safety Inspection.

## PROJECT DESCRIPTION

**PROJECT DESCRIPTION:**
The applicant seeks approval of a Short-Term Rental at 14901 E 40th St S

| | | | |
|---|---|---|---|
| **Current Zoning:** | R-6 (Single-Family Residential) | **Current Use:** | Single-Family |
| **Former Zoning:** | Prior to 2009: R-1b (Single-Family Residential) | | |
| | Prior to 1980: R-1 (Single-Family Residential) | | |
| | Prior to 1965: Not Zoned | | |
| **Proposed Use:** | Short-Term Rental | | |

## BACKGROUND HISTORY

**Proposal:**

The applicant seeks approval by the Planning Commission to legally use this property as a Short-Term Rental.

**Property History:**
The subject site was annexed into the City of Independence in 1960 as an unplatted tract of land. Subsequently, the Stewart Heights East subdivision would be recorded with Jackson County in 1965 with the subject site being Lot 349 of said subdivision. Stewart Heights East subdivision was recorded the same year as the city adopted the Zoning Ordinance and was assigned a zoning classification of R-1 (Single-Family Residential). Since that time, the property has maintained a single-family residential zoning classification.

County records indicate the applicant obtained ownership of the property in 2022. The property is currently not being used as a short-term rental.

**Physical Characteristics of Property:**
Lot 349 of the Stewart Heights East subdivision is ±8,575 $ft^2$ in size. County records indicate the dwelling was constructed in 1965. Real estate records indicate the dwelling contains ±1,799 $ft^2$ of living area. The front façade is composed of brick. The dwelling consists of a main story and garage/basement. All three bedrooms are located on the main level.

**Characteristics of the Area:**
The subject site is located one block Southeast of the Phelps Road and 39th Street intersection. The Stewarts Height East subdivision was recorded in two phases, from 1964 to 1965. The neighborhood consists of residences of similar age, character, and design.

**Parking:**
The subject site is supplied with a double-wide driveway, providing enough parking area for up to two (2) vehicles. Street parking is available in front of the residence for one (1) additional vehicle. The subject site has three (3) total available parking spaces, meeting the City's parking requirements for short-term rentals.

**Unruly Guest/Security**:
The applicant has provided a comprehensive noise management plan, including intentions to install a noise monitoring device. Prior to the approval of this short-term rental, posting of good neighborhood guidelines and installation of a noise monitoring device will need to be confirmed by City staff.

**Short Term Rental Requirements:**

The applicant must address the following topics:

- **Noise monitoring** –The applicant will need to provide evidence of the installation of an approved noise monitoring device.
- **Trash Removal** – The applicant has indicated a subscription to Ted's Trash Service. Refuse is collected on a weekly basis.
- **Property listing** - The property will be listed on AirBNB, along with other major booking platforms not specified at the time of application.
- **Business operations/security** – The applicant/property owner will serve as the responsible agent and property manager.
- **City's Short Term Rental checklist** – The form was completed by the applicant covering licensing, future inspections, insurance, on-site information posting, and so forth.
- **Fire safety** – A fire evacuation plan had been submitted along with floor plans of the house. The fire escape plan must also be posted per Code requirement.
- **City inspection** – The property must be inspected by the Fire Inspector and pass the Initial Short-Term Rental Fire and Life Safety Inspection.
- **Parking Plan** – The applicant has included a parking plan as part of their application. The parking plan satisfies City Code requirements for a three-bedroom short-term rental unit

There are no other licensed Short-Term rentals in this area, therefore this application follows the density limitations of the City Code.

**EXHIBITS**

1. Online Application
2. Notification Letter
3. Addresses
4. Notification Area Map
5. Affidavit
6. Parking and Floor Plan
7. Fire Safety Plan
8. Nearest Short Term Rental Map

Overview License Complaints History Activity Feed Tax

# 14901 E 40Th St S Independence MO 64055

## STR License

Submitted

| | | | |
|---|---|---|---|
| Application number | A00148 | Applicant name | Hannah Mullins |
| Application date | 2025-04-15 | | |

Collapse details

Submitted Send license Edit

**Possible Violations**

We found no violations for this property

**Add Note**

Notes

Add

Property Address
14901 E 40TH ST S INDEPENDENCE MO 64055

Permit Held By
Owner

Parcel Number
33130041300000000

Rental Structure
Single family

## Permit Holder

First Name
Hannah

Last Name
Mullins

Phone Number
816-226-9179

Email
hannahmccoy4924@gmail.com

Mailing Address
16000 E 25th St S, Independence, MO 64055

## Property Owner(s)

### Property Owner #1

First Name
Hannah

Last Name
Mullins

Phone Number
816-226-9179

Email
hannahmccoy4924@gmail.com

Mailing Address
16000 E 25th St S, Independence, MO 64055

### Property Owner #2

First Name
Timothy

Last Name
Mullins

Phone Number
816-877-5915

Email
mully80644@gmail.com

Mailing Address
16000 East 25th Street SouthIndependence, MO 64055

## Property Manager

First Name
Hannah

Last Name
Mullins

Phone Number
816-226-9179

Email
hannahmccoy4924@gmail.com

Mailing Address
16000 E 25th St S, Independence, MO 64055

## Responsible Agent

First Name
Hannah

Last Name
Mullins

Phone Number
816-226-9179

Email
hannahmccoy4924@gmail.com

Mailing Address
16000 E 25th St S, Independence, MO 64055

## Verification Documents

Floor Plan
floor_plan_2025-04-16-000114.pdf

Evacuation Plan
fire_safety_2025-04-16-000114.pdf

Parking Plan
parking_spaces_2025-04-16-000114.pdf

## Supplemental Questions

Collapse all

**What is the total number of bedrooms?**

3

**Total number of parking spaces available on the property?**

4

**What is your proposed total occupancy?**

10

**Is street parking allowed?**

Yes

**Please provide your Noise Management Plan:**

Noise Management Plan Property Address: 14901 E 40th St S Independence MO 64055 Owner/Host Contact: Hannah Mullins 816-226-9179 Purpose This Noise Management Plan is designed to support a peaceful and respectful environment for neighbors, in accordance with the local Good Neighbor Guide. It outlines the steps taken to monitor and reduce excessive noise while informing guests of their responsibilities during their stay. Guest Noise Expectations To ensure the comfort and peace of our neighbors: Quiet Hours: Strictly observed from 10:00 PM to 8:00 AM daily. Please keep voices, music, and all outdoor activities at a minimum during these hours. Outdoor Gatherings: Use outdoor areas responsibly and avoid loud conversations or music that may disturb the neighborhood. Parties and Events: Absolutely no parties, large gatherings, or events are allowed. This is a residential property and is not permitted for commercial or celebratory use. Speakers & Music: No excessive volume when useing external speakers or amplified sound outside. Noise Monitoring & Security Devices To proactively manage noise and ensure compliance: Exterior Security Cameras: Installed at all exterior entrances and common outdoor areas. These are for security and occupancy verification only. No cameras are placed in any private or interior spaces. Interior Noise Monitoring Devices: Discreet decibel monitoring devices (e.g., Minut or NoiseAware) are installed in common areas. These do not record conversations but will alert us if noise exceeds acceptable levels for extended periods. This helps us notify guests in real-time before any issues arise. Responsive Communication: If a noise alert is triggered or we receive a complaint, we will contact guests immediately to resolve the issue quickly. Repeated violations may result in early termination of the stay without refund.

**Please provide your Trash Disposal & Collection Plan:**

Trash is collected by Teds Trash. The Trashcan is to be placed at the end of the driveway by Wednesday night. Trash will be picked up Thursday morning between 5 am and 8 am.

**Please provide all platforms that you plan to advertise on.**

Airbnb etc.

INDEPENDENCE
★ COMMUNITY DEVELOPMENT ★

PROPERTY OWNER NOTIFICATION LETTER
For a Short-Term Rental Business

Date: May 21, 2025 Case Number: 25-400-05

Dear Property Owner:

This is to notify you that an application has been submitted for the consideration of a short-term rental business at the following address. A public hearing will be held for this application by the Independence Planning Commission at the date and time listed below.

Address of proposed Short-Term Rental: 14901 E 40th St S

Total Maximum occupancy: Six (6) total guests

Number of bedrooms used: Three (3)

PROPERTY OWNER:

Name: Hannah and Timothy Mullins

Phone: (816)226-9179 / (816)877-5915

E-Mail: hannahmccoy4924@gmail.com / mully80644@gmail.com

Planning Commission Meeting Date: June 10, 2025 at 6:00 p.m.

Location of public hearing: City Council Chambers, City Hall
111 E. Maple Ave, Independence, MO 64050

All interested persons are invited to participate and will have an opportunity to be heard at the public hearing. If you have questions regarding this short-term rental operation, you may wish to contact the property owner or manager, as listed above. For information regarding the filing of a protest petition, please contact the Community Development Department at 816-325-7421.

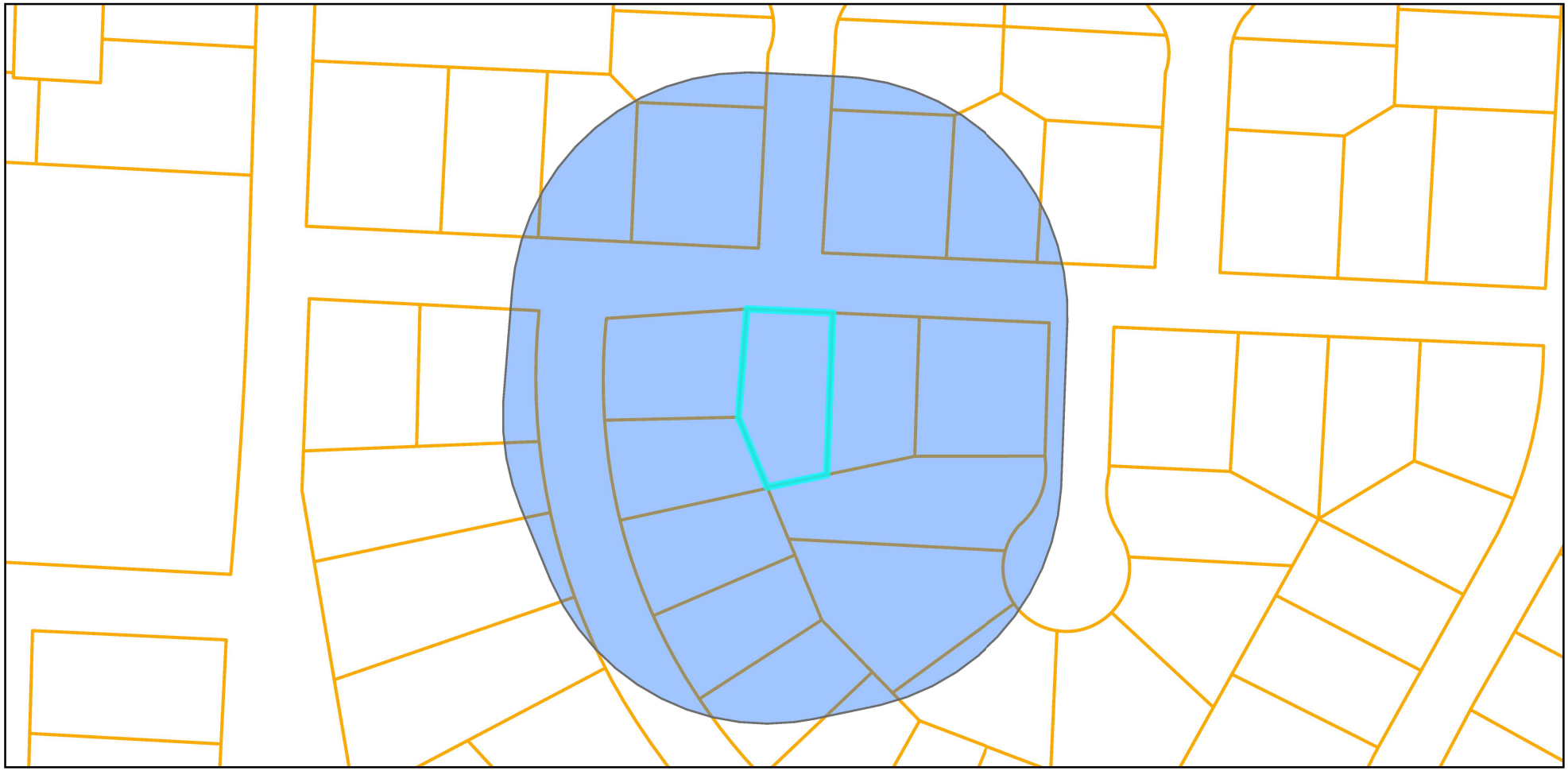
*Gabriel Glaser*
Gabriel Glaser
Planner

| Property Address | Property Owner | Owner Address | City | State | ZIP Code |
|---|---|---|---|---|---|
| 14804 E 40TH ST S | MILLER JANNETTE | 14804 E 40TH | INDEPENDENCE | MO | 64055 |
| 14805 E 40TH ST S | WYMAN JOANN A TRUSTEE | 14805 E 40TH ST S | INDEPENDENCE | MO | 64055 |
| 14808 E 40TH ST S | MUELLER HELMUT | 14808 E 40TH ST S | INDEPENDENCE | MO | 64055 |
| 14812 E 40TH ST S | EATON AARON RAY & CASSIE | 14812 E 40TH ST | INDEPENDENCE | MO | 64055 |
| 14900 E 40TH ST S | PERNICIARO KIM D | 14900 E 40TH ST S | INDEPENDENCE | MO | 64055 |
| 14900 E 41ST ST S | FRY FRED W & HELEN | 14900 E 41ST ST | INDEPENDENCE | MO | 64055 |
| 14901 E 40TH ST S | MULLINS HANNAH & TIMOTHY | 14901 E 40TH ST S | INDEPENDENCE | MO | 64055 |
| 14904 E 40TH ST S | EDWARDS CALLE N | 14904 E 40TH ST S | INDEPENDENCE | MO | 64055 |
| 14905 E 40TH ST S | FULLER ANITA LOUISE | 14905 E 40TH ST | INDEPENDENCE | MO | 64055 |
| 14908 E 40TH ST S | DECKER TAMRYA | 14908 E 40TH ST S | INDEPENDENCE | MO | 64055 |
| 14909 E 40TH ST S | JEFFRESS NEDRA A & HOLT SHELIA R | 14909 E 40TH ST S | INDEPENDENCE | MO | 64055 |
| 3932 S CRANE ST | RITCHIE LEE R JR | 3932 S CRANE ST | INDEPENDENCE | MO | 64055 |
| 3933 S CRANE ST | WILKINSON BOBBIE LEE & ROBERT KIRK | 3933 CRANE | INDEPENDENCE | MO | 64055 |
| 4001 S CRANE ST | GOEBEL CHRISTINA L | 4001 CRANE AVE | INDEPENDENCE | MO | 64055 |
| 4002 S DRUMM AVE | ELLIS HAROLD & PAMELA G | 4002 DRUMM | INDEPENDENCE | MO | 64055 |
| 4004 S CRANE ST | DON & SHARON LANG TRUST DATED 03/03/2025 | 4004 S CRANE ST | INDEPENDENCE | MO | 64055 |
| 4005 S CRANE ST | TRAVERS THOMAS E ASP | 3408 BLUE RIDGE BLVD | INDEPENDENCE | MO | 64052 |
| 4006 S DRUMM AVE | STURNER BREE & STEPHEN | 4006 S DRUMM AVE | INDEPENDENCE | MO | 64055 |
| 4008 S CRANE ST | BSFR II OWNER I LLC | 997 MORRISON DR STE 402 | CHARLESTON | SC | 29403 |
| 4009 S CRANE ST | HARPER DALTON T | 4009 CRANE AVE | INDEPENDENCE | MO | 64055 |
| 4010 S DRUMM AVE | BAF 3 LLC | 5001 PLAZA ON THE LAKE STE 200 | AUSTIN | TX | 78746 |
| 4012 S CRANE ST | HAWLEY ROBERT F & BARBARA M-TR | 4012 CRANE | INDEPENDENCE | MO | 64055 |
| 4013 S CRANE ST | SLATER ALICIA | 4013 S CRANE | INDEPENDENCE | MO | 64055 |
| 4017 S CRANE ST | GARCIA YOSYBEL ALFONZO & STREDEL JULIO | 4017 CRANE AVE | INDEPENDENCE | MO | 64055 |

# Notification Area

14901 E 40th St S

Case #25-400-05



**Legend**

- Notification Area
- Parcels

N

0 50 100 200 Feet

Prepared For: Planning Commission
Meeting Date: June 10, 2025

# Property Owner Notification Affidavit

STATE OF MISSOURI

COUNTY OF JACKSON

Case No. 25-400-05

I, Cheryl Wrisinger, 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 21 day of May, 2025.

Cheryl Wrisinger
Signature of Agent, Owner or Attorney

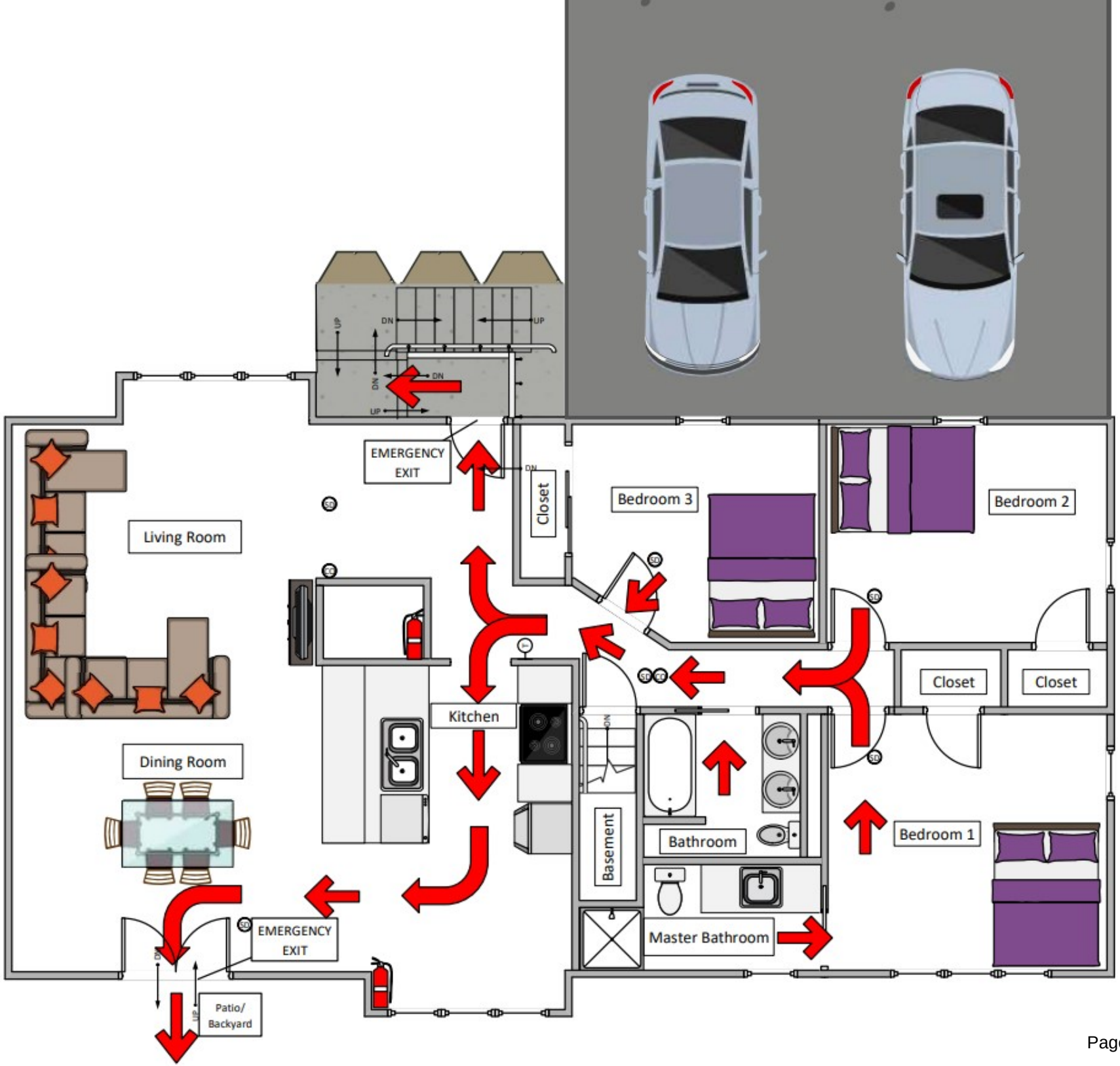
Subscribed and sworn to before me this 21st day of May, 2025.

Miranda L Rice
Notary Public

MIRANDA L RICE
Notary Public - Notary Seal
State of Missouri
Commissioned for Jackson County
My Commission Expires: March 12, 2028
Commission Number: 12313615

March 12, 2028
Commission Expiration Date

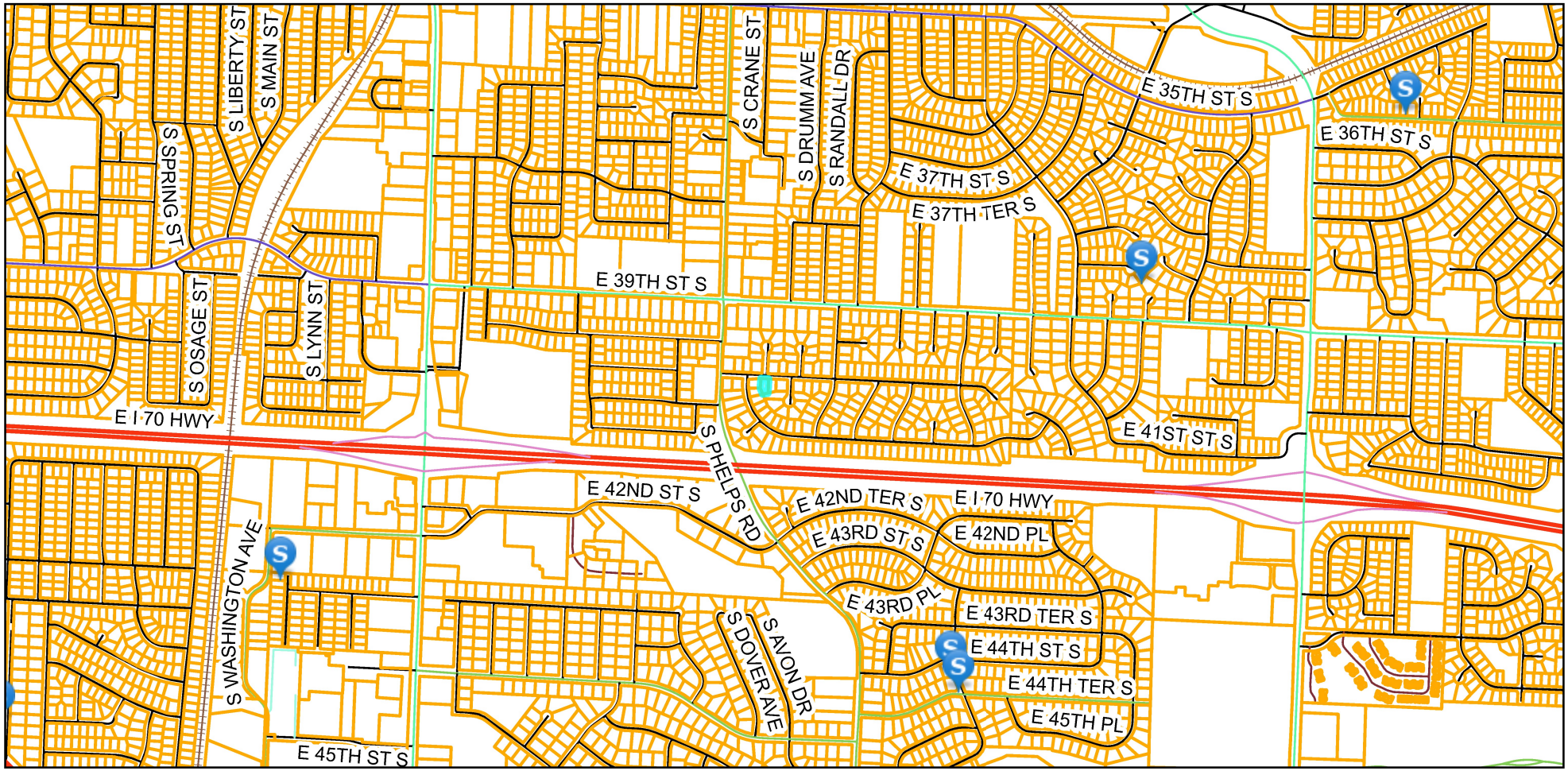
Living Room
Dining Room
Kitchen
Closet
Bedroom 3
Bedroom 2
Closet
Closet
Bedroom 1
Bathroom
Basement
Master Bathroom
Patio/
Backyard
UP
DN
DN
UP
DN
DN
UP
DN
DN
UP
DN
SD
SD
SD
SD
SD
SD
SD
SD
SD


UP
DN
DN
UP
DN
DN
UP
EMERGENCY EXIT
DN
Closet
Bedroom 3
Bedroom 2
Living Room
Kitchen
Closet
Closet
Dining Room
DN
Basement
Bathroom
Bedroom 1
Master Bathroom
EMERGENCY EXIT
DN
UP
Patio/ Backyard

# Nearest Short Term Rental

14901 E 40th St S

Case #25-400-05




**Legend**

- Short Term Rentals
- Parcels

N

0 1,000 2,000 4,000 US Feet

Prepared For: Planning Commission
Meeting Date: June 10, 2025

## LEGAL PROTEST PETITION

We the undersigned, being property owners within 185 feet of subject property described as 14901 E 40th St S hereby protest the application of a Short-Term Rental, City Case number 25-400-05, asking the Independence City Council to deny the requested Short-Term Rental permit.

1. Bobbi Lee Wilkinson
Print Name | Property Address
Signature | Date of Signing

2. Dalton Harper | 4009 S. Crane
Print Name | Property Address
Dalton T. Harper | 6/8/25
Signature | Date of Signing

3. Sharon LANG | 4004 S. Crane
Print Name | Property Address
Sharon Lang | 6-8-2025
Signature | Date of Signing

4. Joann A. Wyman | ~~6/8/25~~ JAW 14505 E 40th St S Indep MO
Print Name | Property Address
Joann A Wyman | 6/8/25
Signature | Date of Signing

5. SHARON JESSEN | 4229 S. STATON AVE
Print Name | Property Address
Sharon Jessen | 06-09-2025
Signature | Date of Signing

6. Kenneth Keller | 4235 S Staqton Ave
Print Name | Property Address
Kenneth R Keller | 6/9/2025
Signature | Date of Signing

7. Print Name | Property Address
Signature | Date of Signing

8. Bobbi Lee Wilkinson — 3933 CRANE
Print Name — Property Address
Bobbi Lee Wilkinson — 6-8-2025
Signature — Date of Signing

9. AARON EATON — 14812 E. 40th St.
Print Name — Property Address
6-8-2025
Signature — Date of Signing

10. Kim Pennicioro — 14900-40 St ~~06-08-2025~~
Print Name — Property Address
6-8-2025
Signature — Date of Signing

11. Nicolette Morgan on behalf of Lee Ritchie — 3932 Crane ave
Print Name — Property Address
6-8-2025
Signature — Date of Signing

12. Yvonne Mueller — 14808 E. 40th Street S.
Print Name — Property Address
Yvonne Mueller — 6-8-2025
Signature — Date of Signing

13. Jannette Miller — 14804 E 40th St S.
Print Name — Property Address
Jannette Miller — Email pen 6-8-2025
Signature — Date of Signing

14. CHRISTINA A. GOEBEL — 4001 CRANE AVE ~~6-8-2025~~
Print Name — Property Address
6/08/2025
Signature — Date of Signing

18. _____ _____ _____
Print Name

_____
*Signature*

19. _____ _____ _____
Print Name

_____
*Signature*

20. _____ _____ _____
Print Name

_____
*Signature*

CONTACT PERSON: Sharon Jessen PHONE: 816-214-2696

CONTACT PERSON SIGNATURE: Sharon Jessen DATE: 6-9-25

On this 9 day of June, 2025, before me, the undersigned, a Notary Public, personally appeared Sharon Jessen to me known to be the person(s) described in and who executed the foregoing instrument and acknowledge that they executed the same as their free act and deed.

In testimony whereof, I have hereunto set my hand and affixed the official seal of my office the day and year first above written.

Notary Public

My Commission Expires

March 10, 2028

KELLI J GERVY
Notary Public – Notary Seal
STATE OF MISSOURI
Jackson County
Commission Number 20365103
My Commission Expires March 10, 2028

INDEPENDENCE
MISSOURI
A GREAT AMERICAN STORY

# Planning Commission Minutes

June 10, 2025 6:00 PM

City Hall, 111 E. Maple Avenue (Ground Floor), Council Chambers

**CALL TO ORDER**

A meeting of the Planning Commission was held at 6:00 PM on 6/10/2025, in the 111 E Maple Avenue, Independence, MO 64050. The meeting was called to order.

**ROLL CALL**

Upon roll call, the following members were present - Laurie Dean Wiley, Eric Ashbaugh, Edward Nesbitt, Dan O'Neill, Virginia Ferguson, Jose Torres, Michael Young.

**CONSENT AGENDA**

The Consent Agenda consists of routine items of business to be acted upon by the Planning Commission with little or no public discussion. The staff or committee recommendation for each item is included in the Planning Commission packet. Any item may be removed by a commissioner or staff member to become part of the regular agenda.

**Motion**

Commissioner Edward Nesbitt made a motion to approve the Consent Agenda. Commissioner Virginia Ferguson seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

1. **Planning Commission Minutes – May 13, 2025**

2. **Case 25-320-02 – Final Plat – Tybrook 2nd Plat –** A request by Jim Pollard for approval of a Final Plat located west of Powell Road north of Truman Road.

**OTHER BUSINESS**

1. **Case 25-400-05 – Short-Term Rental – 14901 E. 40th St S** – A request by Hannah Mullins to operate a Short-Term Rental.

**Motion**
Commissioner Michael Young made a motion to move up the case on the Agenda following the Consent Agenda. Commissioner Jose Torres seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

**Staff Presentation**
Gabe Glaser presented the case. Mr. Glaser presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses. Mr. Glaser reviewed the conditions of approval.

**Applicant Comments**
Hannah Mullins, 14901 E 40th St S, and her husband currently reside in the home but will not live there while it is being rented. They intend to install a privacy fence and comply with the other conditions outlined by Staff.

In response to Commissioner Nesbitt's question, the applicant clarified that the address listed on the application is a family residence where they will stay during the rental period.

Mr. Glaser noted that Staff were not previously aware the owners occupied the property. He also clarified the distinctions in the city code between Short-Term Rentals and Bed and Breakfast establishments.

Mr. Glaser further reported that a formal legal protest petition, signed by 12 residents, was submitted. This satisfies the city code provision that in such cases, the Planning Commission's vote serves only as a recommendation and the matter will proceed to the City Council for final approval.

Responding to Commissioner Nesbitt's inquiry, Ms. Mullins confirmed the home has a total of 1,800 square feet, including the basement. She added that the basement will remain locked and inaccessible to renters.

Addressing public concerns, Ms. Mullins emphasized that parties are strictly prohibited and this rule will be enforced. She stated that the lawn is mowed weekly and, although unsure if she is permitted to touch the power pole due to safety concerns, she is willing to address it. Additionally, a parking plan has been developed in accordance with City guidelines.

**Public Comments**
Kelly Edwards, 14904 E 40th St. S, stated her support and was appreciative of the letter the applicants sent out providing their contact information and the plan for the rental.

Megan Stirco, 14908 E. 40th St. S, was also in full support and trusts it will be well maintained.

Sharon Jessin, 4229 S State Ave, was not in support; her concerns were the zoning, traffic, parking, and trash service possibly being an issue.

Chris Goble, 4001 Crane Ave, resides directly behind the proposed rental. She was opposed to this being used as a short-term rental, stating they currently do not maintain their home. Her main concerns were parties, traffic, and parking.

**Commissioner Comments**
Commissioner O'Neill visited the property and saw adequate parking spots.

In response to Chair Wiley's question, Mr. Glaser confirmed that there is no active rental listing for the property. He also reviewed the parking requirements, noting that one parking space is required for each bedroom in the home.

Commissioner Young added that, according to Zillow, the home has 1,424 square feet above ground and 375 square feet below.

**Motion**
Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Virginia Ferguson seconded the motion. The motion was recommended for approval: Yes 7, No 0, Abstained 0.

**PUBLIC HEARINGS**

1. **Case 25-100-13 – Rezoning – 15430 & 15440 E. US 24 Highway –** A request to rezone the properties from R-6 (Single Family Residential) and C-2 (General Commercial) to R-6 (Single Family Residential).

**Staff Presentation**
Brian Harker presented the case. Mr. Harker presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses.

**Applicant Comments**
Amanda Kivet, attorney, work address is 1600 Genesee, Suite 635, KCMO 64102, speaking for applicant Ms. Bagby, who was out of the country. The property was purchased by the applicants' parents, Mr. and Mrs Yogi, in the 80's. She lives in Kansas and has a buyer, but needs it to be rezoned to correct the legal non-conforming classification.

**Public Comments**
No public comments.

**Motion**
Commissioner Dan O'Neill made a motion to approve the case. Commissioner Edward Nesbitt seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

2. **Case 25-100-14 – Rezoning – 11307 Aaron Lane –** A request to rezone the property from R-12 (Two Family Residential) and I-1 (Industrial) to R-6 (Single Family Residential).

**Staff Presentation**
Gabe Glaser presented the case. Mr. Glaser presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses.

**Applicant Comments**
Kody Lamming, 8509 Booth Ave, Raytown,MO. Project Manager. The home is currently a dangerous building and they would like approval to rezone to be able to rehab and save it from demolition to make it a livable property again.

**Public Comments**
No public comments.

**Motion**
Commissioner Eric Ashbaugh made a motion to approve the case. Commissioner Edward Nesbitt seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

3. **Case 25-200-06 – Special Use Permit – 104 E. Lexington Avenue –** A request by On The Square Convenience to operate a convenience store.

**Staff Presentation**
Mr. Glaser presented the case. Mr. Glaser presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses. Mr. Glaser reviewed the conditions of approval.

Responding to a question from Chair Wiley, Mr. Glaser explained the definition of a general store, noting that it typically offers a limited selection of grocery items. He stated that while a small portion of sales may include tobacco products, the City has reached its cap on smoke shop establishments. Additionally, he noted that if the applicant intends to sell intoxicating liquor in the future, they would be required to obtain a separate license from the City.

In response to Commissioner O'Neill's question, Mr. Glaser clarified that although there is a commercial suite facing Main Street, the primary entrance to the space is located on Lexington Avenue.

**Applicant Comments**
Jeremy Munden, 8303 S Noland Rd, Kansas City, MO, wants to provide a convenience store on the square.

**Public Comments**
No public comments.

**Motion**
Commissioner Dan O'Neill made a motion to approve the case. Commissioner Edward Nesbitt seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

4. **Case 25-175-02 - UDO Amendment #73 – Billboard Setback Requirements –** The City proposes Amendment #73 of the Unified Development Ordinance pertaining to billboard setback requirements.

**Staff Presentation**

Rick Arroyo presented the case. Mr. Arroyo explained that current regulations require billboards to be set back 500 feet from residential areas and certain uses such as schools, parks, playgrounds, hospitals, and churches. However, the existing code does not clearly define the method for measuring this distance.

This amendment also clarifies that the setback applies to the specified uses regardless of whether they are located within or outside the city limits. Additionally, it updates the terminology used in the separation requirements to align with the definitions provided in the UDO. For example, "churches" has been revised to "religious assembly," and "parks" to "parks/recreation," as these terms are formally defined in the UDO.

This amendment will provide clear guidance on how billboard setbacks are measured and applied, making the regulations easier to understand and implement for users.

**Public Comments**

No public comments.

**Commissioner Comments**

In response to Commissioner Ashbaugh's question, Mr. Arroyo stated this would apply to freestanding billboards that are along highways and not ones affixed to a building.

**Motion**

Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Jose Torres seconded the motion. The motion was approved Yes 6, No 1, Abstained 0.

**ROUNDTABLE - NEXT MEETING JUNE 24, 2025**

**ADJOURNMENT**

*The meeting was adjourned at 7:08 p.m.*

# City of Independence

AGENDA ITEM COVER SHEET

**Agenda Title:**

25-762 A resolution authorizing an agreement with the United Steel Workers Collective Bargaining Unit, for the term of July 7, 2025 through June 30, 2028.

**Recommendations:**

**Background:**

This is the collective bargaining agreement between the United Steel Workers representing Municipal Services (Water) members and the City of Independence. It is a three-year agreement (2025-2028) that includes 3.25% annual wage adjustments each year for the life of the contract. These wage adjustments enable Municipal Services to be competitive in recruiting and maintaining current staff.

**Emergency Justification:**

**Fiscal Impact:**

The 3.25% increase results in an approximate $120,000 annual increase to the Municipal Services - Water utility budget.

**Council Action:**

---

**Department / Contact** Human Resources /

---

**REVIEWERS**

Zachary Walker
Susanne Holland

**ATTACHMENTS:**

1. Resolution for USW 2025-28
2. 2025 USW Final Agreement (red lined)

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AN AGREEMENT WITH THE UNITED STEEL WORKERS COLLECTIVE BARGAINING UNIT, FOR THE TERM OF JULY 7, 2025, THROUGH JUNE 30, 2028

WHEREAS, an Agreement with the United Steel Workers Collective Bargaining Unit (USW) has been negotiated by the City Manager and representatives for the United Steel Workers Collective Bargaining Unit; and,

WHEREAS, the City Council deems it advisable to adopt said Agreement for the time period from July 7, 2025 through June 30, 2028.

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

SECTION 1. That the Agreement with the United Steel Workers Collective Bargaining Unit, for the time period from July 7, 2025 through June 30, 2028, shall be and the same is hereby adopted and the City Manager is authorized to execute multiple copies of same, a copy of said Agreement being attached hereto, incorporated by reference thereto, and made a part hereof as though fully set out herein.

PASSED THIS ____ day of JULY, 2025, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

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

ATTEST:

_____
City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
City Counselor

REVIEWED BY:

_____

City Manager

# WORK AGREEMENT

Between

City Of Independence, Missouri

and

United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union Local No. 13558

Effective July 7, 2025 through June 30, 2028.

## Table of Contents


**AGREEMENT** ..... 2

**BARGAINING UNIT:** ..... 2

**Article I - RECOGNITION** ..... 2

**Article II - MANAGEMENT RIGHTS** ..... 2

**Article III - NEW, PROMOTED OR TRANSFERRED BARGAINING UNIT MEMBERS** ..... 2

**Article IV - PREVIOUS CONDITIONS** ..... 3

**Article V - STANDARD OPERATING PROCEDURES** ..... 3

**Article VI - CHECK-OFF** ..... 4

**Article VII - BULLETIN BOARD** ..... 4

**Article VIII - SENIORITY AND BIDDING PROCEDURE** ..... 4

**Article IX - HOURS** ..... 7

**Article X - HOURS FOR REPORTING TO WORK** ..... 7

**Article XI - PAY GOVERNING HOURS OF WORK AND INCLEMENT WEATHER** ..... 7

**Article XII - OVERTIME** ..... 9

**Article XIII - SHIFT DIFFERENTIAL** ..... 12

**Article XIV - WAGE RATES** ..... 12

**Article XV - PAY FOR LOST TIME** ..... 13

**Article XVI - VACATIONS WITH PAY** ..... 13

**Article XVII - HOLIDAYS** ..... 14

**Article XVIII - SICK LEAVE BENEFITS** ..... 15

**Article XIX - DEATH IN IMMEDIATE FAMILY** ..... 18

**Article XX - LEAVE OF ABSENCE** ..... 18

**Article XXI - MEDICAL AND LIFE INSURANCE** ..... 19

**Article XXII - RETIREMENT** ..... 20

**Article XXIII - SETTLEMENT OF DISPUTES** ..... 20

**Article XXIV - MISCELLANEOUS** ..... 22

**Article XXV - COMPENSATION** ..... 24

**Article XXVI - DURATION OF AGREEMENT** ..... 24

**AGREEMENT**

**INTRODUCTION:7**

THIS AGREEMENT, made and entered into this 7th day of July, 2025, to be effective as of July 7, 2025, between the CITY OF INDEPENDENCE, its successors and assigns, hereinafter referred to as the "City" and the UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION, on behalf of its members in Local Union No. 13558, hereinafter referred to as the "Union," representing certain employees of the City hereinafter referred to as " bargaining unit member" or " bargaining unit members":

**BARGAINING UNIT:**

The bargaining unit shall consist of the following employees of the City of Independence Water Department:

All the production, construction, maintenance, operation and distribution employees, excluding office and clerical employees, laboratory employees, superintendents, assistant superintendents, and any other supervisory employees with authority to hire, promote, discharge, discipline or otherwise effect changes in the status of employees, or effectively recommend such action.

**PURPOSE OF AGREEMENT:**

The City and the Union desiring to define their respective rights, duties and obligations concerning wages, hours and other conditions of employment, hereinafter dealt with, for and in consideration of the respective and mutual covenants and under-takings hereinafter enumerated, **DO HEREBY AGREE AS FOLLOWS:**

## Article I - RECOGNITION

**Section 1.** The City recognizes the Union as the exclusive bargaining agent on matters pertaining to salaries and other conditions of employment of the above-described bargaining unit.

## Article II - MANAGEMENT RIGHTS

**Section 1.** Except to the extent specifically abridged by a specific provision of this Agreement, the City reserves and retains all of its inherent rights to manage the Department as such rights existed prior to the execution of this or any previous agreement with the Union.

**Section 2.** Without limiting the generality of the foregoing, the rights of management which are not abridged by this Agreement include, but are not confined to, the right to direct, employ, promote, transfer, demote, discipline, and discharge bargaining unit members in the interest of good service and proper conduct of the Department subject to the terms and provisions of this Agreement, and to make, change, and enforce reasonable work, attendance, and safety rules.

**Section 3.** The City agrees that it will not send any bargaining unit member home unjustly and ask another employee to do his/her work.

## Article III - NEW, PROMOTED OR TRANSFERRED BARGAINING UNIT MEMBERS

**Section 1.** It is mutually agreed that the City shall not be hampered in the selection of new bargaining unit members.

**(a)** The probationary period shall be regarded as a working test during which a bargaining unit member, newly appointed or promoted, is required to demonstrate that his/her performance meets the required standards of the position to which he/she has been appointed or promoted. All classified bargaining unit members appointed or promoted to regular full-time or regular part-time positions shall be included.

**(b)** The probationary period for bargaining unit members in the Bargaining Unit in the Water Department, whether originally appointed or promoted, shall be for a period of six (6) months. If a bargaining unit member on probation is transferred, he/she shall begin a new six (6) month period of probation for that position upon assuming the new position. Any bargaining unit member on a probationary status will not affect his/her eligibility of bidding rights.

**(c)** If a probationary bargaining unit member is absent exceeding thirty (30) calendar days during the probationary period, such time shall not be considered toward completion of the probationary period. Notwithstanding this provision, a bargaining unit member on probationary status who enters active military service with the Armed Forces of the United States shall be entitled to all of the provisions of Section 105.270, R.S.Mo., 1959.

**(d)** At least two (2) merit evaluation reports shall be submitted during the initial probationary period; one at the end of the third (3rd) month, and one two (2) weeks prior to completion of the six (6) months' period. In the case of promotion, a single evaluation shall be completed two (2) weeks prior to completion of six (6) months service.

**(e)** At any time prior to granting of regular status, an initial probationary bargaining unit member may be separated from employment. Such action cannot be appealed or grieved, except if the bargaining unit member feels that the separation is due to discrimination as defined in Article II.G.1 of the City of Independence Personnel Policies and Procedures Manual.

**(f)** If during the required probationary period following a promotion the bargaining unit member's merit ratings show an inadequate performance and subsequent lack of substantial improvement, the department head may serve written notice that he/she intends to recommend denial of permanent status. Such notice must be submitted at least two (2) weeks prior to the effective date of denial. Upon the recommendation of the Human Resources Director and the approval of the City Manager, the denial shall become effective on the date recommended by the department head. The bargaining unit member shall have the right to submit the matter to the grievance procedure outlined in these policies.

**(g)** In the event a bargaining unit member chooses not to accept a promotion or transfer, it shall have no effect upon his/her future opportunities for promotion or transfer. Likewise, should a bargaining unit member be promoted or transferred and they prove incapable of holding such position, they shall be returned to their former position without prejudice or loss of any rights or privileges, provided their reinstatement does not permanently alter the existing Table of Organization of the Water Department.

## Article IV - PREVIOUS CONDITIONS

**Section 1.** All rights and privileges previously enjoyed by the bargaining unit members, over which the City has any control, and previous conditions of hours and work, which are not contrary to the terms of this Agreement shall not be abridged because of this Agreement.

## Article V - STANDARD OPERATING PROCEDURES

**Section 1.** There shall be a set of procedures which tend to clarify and interpret this Agreement, currently referred to as Letters of Understanding (Appendix "B"), that are in place as of the ratification of this Agreement and are included as an attachment to this Agreement. These Letters of Understanding may be amended upon the recommendation of the Director of the Water Department and the Union with the approval of the City Manager. Any modifications to these Letters of Understanding will be filed by the Director of the Water Department with the City Clerk.

**Section 2.** Notwithstanding Section 1 above, the City shall be allowed to establish such standard operating procedures as it deems necessary for the safe, proper and efficient operation of the Water Department. These procedures shall not be inconsistent with the terms of this Agreement.

## Article VI - CHECK-OFF

**Section 1.** During the life of this Agreement the City agrees to deduct from any bargaining unit member's wages the initiation fees and dues designated by the International Treasurer of the International Union, and assessments approved by the International Union, provided a signed authorization for such deduction and payment has been properly filed with the City and provided he or she has received pay for five (5) or more days during the calendar month for which the deduction is made. Remittance of the monies so collected each month shall be made promptly to the International Treasurer of the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, at the address which he authorizes for this purpose.

**Section 2.** The Union shall indemnify and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the City for the purpose of complying with any of the provisions of this Article, or in reliance on any list, notice or assignment furnished under any of such provisions.

## Article VII - BULLETIN BOARD

**Section 1.** Bulletin Boards shall be provided by the City in all locations affecting the bargaining unit members covered by this Agreement, to be used only for posting the Union's official bulletins and notices.

## Article VIII - SENIORITY AND BIDDING PROCEDURE

**Section 1.**

**(a)** Seniority is the right accruing to bargaining unit members through length of service which entitles them to the preferences provided for in this Agreement.

**(b)** The length of service for the purpose of determining seniority of the bargaining unit members of the Water Department who were employed on April 1, 1986 shall be from the date of last employment by Missouri Water Company which is on record at the Human Resources Department. For all other bargaining unit members it shall be the date of first employment in a classification covered by the Bargaining Agreement. A voluntary quit or discharge or failure to report for service within fifteen (15) days after notice has been sent out by registered mail to his/her last known address, when being recalled after a lay-off, breaks seniority, and any seniority previously established by such bargaining unit member shall be forfeited. A bargaining unit member's seniority shall likewise be broken if he/she is retired, he/she accepts employment during or fails to report to work at the expiration of any approved leave, or he/she is laid off for a period of twelve (12) months, provided that laid off bargaining unit members with five (5) years or more continuous service shall retain seniority for a period of thirty-six (36) months. Seniority shall also be broken by absence due to sickness or injury exceeding twelve (12) months, except that seniority shall be broken by absence due to sickness or injury exceeding twenty-four (24) months for bargaining unit members with five (5) years or more continuous service with the City, unless time is extended by mutual agreement. The only exception to this method of determining seniority shall be as provided in Article III, Section 2 and as provided in Section 1(e) of this Article, by a leave of absence in writing granted by the management of the City and signed by Local Union, or by enlistment when the bargaining unit member is subject to induction or by induction in the Armed Forces of the United States of America.

**(c)** A revised seniority list shall be prepared semiannually from the service records of the City and posted on the bulletin boards of the Department, which will be provided under the provisions of Article VII. Any exception taken to the seniority as shown on the list shall be reconciled by the Union and the City within thirty (30) days after the list is posted, after which the list shall be considered accurate as of the date of posting.

**(d)** In promotions, demotions, lay-offs and rehiring, seniority shall govern, provided that the senior bargaining unit member is capable of learning the work available. ~~Preference shall be given to a bargaining unit member currently serving in the classification or who has previously served in the classification of the current opening, regardless of seniority, so long as that member has served in the classification for six~~

~~consecutive months or more.~~ Any dispute arising under the provisions of this Section, after promotion, demotion, transfer or rehiring, shall be subject to review through the procedure for settlement of disputes, as provided in Article XXIII hereof.

**(e)** The City may hire temporary employees in the Laborers classification only. Such employees shall not be subject to the provisions of this Agreement except for the rate of pay which will be eighty percent (80%) of the starting rate of pay for the Laborer Classification listed in Appendix A. These temporary employees may be hired for a ninety (90) day period during the months of May through August. If the employee remains with the City beyond a ninety (90) day period, he/she will be considered to be a probationary bargaining unit member with three (3) months probationary time accrued. Government funded employment and training program personnel shall not be subject to the provisions of this Agreement and may be utilized, provided that no more than three (3) positions are filled in a calendar year and they are limited to ninety (90) days or less of employment. Their work shall be limited to the following duties: mowing, washing windows, sweeping, or cosmetic painting.

**(f)** A regular bargaining unit member may be temporarily assigned to another position within the Department for a period of not exceeding sixty (60) days in a rolling calendar year, if in the opinion of the management such assignment is necessary for the efficient operation of the Department. This limit shall not apply to overtime work assignments.

**(g)** Bargaining unit members bidding on a vacant position shall submit their application to Human Resources through the City's recruiting portal. ~~bid by email to humanresources@indepmo.org, or via such other electronic system as the City shall indicate.~~

## Section 2.

**(a)** Should the City find it necessary to create a new classification or change an existing classification, the City and Union will negotiate the job description including, but not limited to, shift, work week, hours of work, job duties, and rate of pay. The City will send a job description proposal via electronic mail to the Union. The job description proposal will include, at a minimum, the new classification or revised classification (with the changes highlighted); an explanation of proposed changes; a list of the employees affected; and the name and contact information for the supervisor to whom questions should be directed. The Union shall have fifteen (15) working days to respond to the job description proposal or to request an additional fifteen (15) working days to review, which shall be granted upon request. If no comments or a request to extend the review period are received from the Union within fifteen (15) working days, the City shall have the right to update the job description. Upon receiving a response from the Union, the City will either accept the Union's comments as proposed or meet within thirty (30) days for further discussion.

Should the Union find that job descriptions need to be updated to accurately reflect current duties and requirements for any position, the Union may propose such updates to the City. The City will review and respond to any Union proposals.

If after meeting the City and Union cannot come to an agreement on proposed changes to job descriptions, the issue shall be submitted to an arbitrator pursuant to Article 23. In the case of a newly created job description the City's last proposed job description prior to going to arbitration may be implemented until the decision of the arbitrator is rendered.

**(b)** New jobs created shall be posted on the Bulletin Board and contain the following information: Shift, Work Week, Hours of Work, Job Classification, Descriptions, and Rate. Notice shall be posted within ten (10) work days after the new job is created or the vacancy occurs and shall remain posted for a period of three (3) work days during which time bargaining unit members shall have the opportunity to bid. Jobs posted under the above procedure shall be filled within sixty (60) calendar days after the third (3rd) day of posting. The City shall initially promote the bargaining unit member with the greatest seniority. Notice shall be given in writing to the Union as to any selection made. During the six (6) month qualifying period, the City will determine the qualifications and ability of the senior bidder in view of the requirements of the job, and in the event that no bids are received or that none of the bidders are accepted, the City may select any bargaining unit member it desires, who is willing to accept the position, or may fill the position with a

new bargaining unit member. All offers of promotion whether accepted or denied shall be in writing and signed by the bargaining unit member and the supervisor who made the offer. Any bargaining unit member who bids on a vacancy and receives it and is unable to satisfactorily fill the job shall return to the bargaining unit member's previous job under the same conditions as when he/she left it.

Bargaining unit members who accept and enter into a classification they have not previously worked in shall have the option at any time within sixty (60) calendar days from date of posting their vacated position to return to their immediately prior position, if City chooses to post that position.

If the bargaining unit member has previously worked in the classification on the shift, they are transferring to, they shall not be afforded the option to return to their immediately prior position within sixty (60) calendar days without first completing the normal bidding process and being awarded that position.

If a bargaining unit member is moved from their promoted position to their former position for cause, said bargaining unit member shall not be eligible to bid for that specific promotional position for 24 months.

**(c)** The City shall furnish to the Union within three (3) days after the expiration of the posting period, a list of all bargaining unit members bidding on any job within the unit. This list shall be considered correct unless the Union notifies the City to the contrary within three (3) days.

**(d)** Bargaining unit members on leave of absence, or vacation, shall be afforded the opportunity to apply for any jobs becoming vacant, according to the terms of the bidding procedure. When there are bargaining unit members on leave of absence, or vacation, the City shall provide an adequate period of time to obtain bid from such bargaining unit members when requested to do so by the Union.

**(e)** Should a bargaining unit member on leave of absence, or vacation, bid and be accepted for an advertised job, the job will be filled temporarily for the duration of the leave of absence or vacation.

**(f)** When vacancies occur due to sickness, injury, or leave of absence and it can be determined that they will continue for a period of more than sixty (60) working days, then if such vacancies are to be filled, rather than being covered temporarily as needed, they shall be filled under the regular bidding procedure. Upon the return of the bargaining unit member who was absent, the bargaining unit member shall resume work in his/her former classification. The bargaining unit member filling the temporary vacancy shall return to the bargaining unit member's former classification.

**Section 3.**

**(a)** It is also agreed that when bargaining unit members are laid off from a classification because of shortage of work in the classification, they will be allowed to exercise their seniority in any classification as shown in APPENDIX "A" where they have the ability and seniority to do the work.

**(b)** Any bargaining unit member who is steadily employed in any job classification, shall not without his/her consent be transferred, due to lack of work, to any temporary work, and another bargaining unit member with less seniority, asked to do his/her work.

**Section 4.** Any dispute arising out of the application of provisions of this Article shall be settled as provided under Article XXIII of this Agreement.

**Section 5.** Bargaining unit members who may be laid off due to reduction in force shall keep the Union and the City advised as to their names and addresses and immediately upon any change of address, report the same to the Union and the City.

**Section 6.** Any bargaining unit member who is or was promoted or transferred to a position which requires or required withdrawal from the bargaining unit for less than six (6) months shall be allowed to return to the bargaining unit member's former position with the same benefits as would have accrued had the bargaining unit member not been promoted or transferred. Any bargaining unit member who has withdrawn from the bargaining unit for more than six (6) months shall lose his/her bargaining unit seniority.

## Article IX - HOURS

**Section 1.** Eight (8) consecutive hours, except for lunch period, shall constitute a regular day's work. For all classes of bargaining unit members, except wherein continuous service operations require otherwise, five (5) consecutive days or nights, followed by two (2) consecutive days off, shall constitute a regular work week. For payroll purposes, it is agreed that the regular work week shall begin at 12:01 a.m. on Sundays and end on the following Saturday midnight. The City agrees to pay all bargaining unit members covered by this Agreement every two weeks on Friday for work done through the preceding Saturday.

**Section 2.** The basic hours of work for all personnel shall be forty (40) hours per week. Insofar as possible, the work week shall be performed on consecutive calendar days. All time worked in excess of forty (40) straight-time hours per week shall be considered overtime and bargaining unit members shall be paid therefore at the rate of time and one half (1 1/2) of the regular wage rate unless qualified for additional pay due to seventh (7th) day worked as provided in Article XII, Section 1.

**Section 3.** The hours of work shall be continuous except for time off for lunch, a lunch time of not less than thirty (30) minutes and not more than one (1) hour shall be allowed. The time for taking lunch shall be arranged for by the supervisor and the bargaining unit members working under the supervisor's direction and shall be at a time as close to the mid-point of the work period as practicable.

Section 4. Employees may punch in or out from regularly scheduled shifts within five (5) minutes prior to start/end times and up to five (5) minutes after start/end times. Time punches falling within this window will be rounded to the assigned start/stop time and paid accordingly. There shall be no other payroll rounding allowed. Employees shall make every effort to not punch in more than five (5) minutes prior to shift start time. Employees will not begin working prior to their shift start time unless specifically authorized by a manager.

## Article X - HOURS FOR REPORTING TO WORK

**Section 1.** A stated hour and place for reporting for work shall be given each bargaining unit member. Due notice of not less than twelve (12) hours shall be given by the management of any change in starting hours, except in cases of emergency. In case of construction workers, designation of place of reporting shall be announced before the close of work on the preceding day.

**Section 2.** The Departments Service & Maintenance/Construction shall report to work at 7:00am to 3:30pm.~~7:30 am to 4:00~~ pm. It is understood that these times are subject to change if work conditions or work situations would so require.

## Article XI - PAY GOVERNING HOURS OF WORK AND INCLEMENT WEATHER

**Section 1.** The City shall not require bargaining unit members to perform work during inclement weather unless such work is necessary to protect life or property or to maintain service to the public. The immediate supervisor will be responsible for determining whether or not weather conditions will interfere with regular work and to see that bargaining unit members are not subjected to severe personal discomfort.

It is each division's intent to perform work that is of a nature that will not present any potentially harmful or damaging effect on the employee, and when emergency work is performed the worker will have adequate help and rest periods to ensure no one being exposed to harmful weather for longer periods than should be expected.

Emergency work will be deemed necessary:

- To provide constant service to the customer;
- To keep fire protection available and ready;
- To stop property (public and private) damage being caused by water mains, hydrant, etc., and;
- To insure a quality product, safe and hazard free, is delivered to the consumer.

During periods when bargaining unit members are not required to perform outside work because of inclement weather, they will perform assigned work with no change in rate of pay, or attend safety, training, or other similar meetings. It is each division's intent to use inclement weather days for job training purposes, cross-training purposes, preventative maintenance opportunities, and safety training purposes.

Inclement weather shall be defined as follows:

**(a)** When rain, sleet or snow is falling in sufficient amount to be apparent that to continue to work outside would result in the workers getting uncomfortably wet.

**(b)** When the temperature is less than 20 degrees Fahrenheit as indicated by the thermometer located on the Service Building for those bargaining unit members reporting to work at the Service Building and by the thermometer at the Courtney Bend Treatment Plant for those bargaining unit members reporting there. Any question shall be resolved referencing the National Weather Service website for Independence, MO.

As a general rule the following types of work will be performed during periods declared as inclement weather.

Service Division

1. Turn-ons and set meters will be made on premises that are to be immediately occupied. Meters will not be set on new buildings just to test plumbing.

2. Turn offs and removal of meters will be made with the exception that meters will be left in meter wells.

3. Emergency shut off work will be performed.

4. Frozen meters will be changed out.

5. Doubles (read and leave on) will be worked.

6. Any shut offs requiring cleaning out or digging up curb boxes will be delayed. Service will be restored after payment by a single evening service worker.

7. Money collection from the water fill station will be made as scheduled.

8. High bill investigations will be performed inside the premise.

9. Any work deemed to be an emergency such as a public hazard, frozen meter changes, shut offs for broken plumbing, or frozen pipes and restoration of service (without digging up curb box) will be performed.

10. The reading of Rate J & C accounts when needed.

11. Retakes of meter reads when needed.

12. All service work will be performed with two (2) employees to a vehicle when under 20°F.

Construction/Maintenance Division

1. No installing of pipe or pipeline material will be done in temperatures below 20° F, including Smith taps, tie-ins, and other work performed by contractors.

2. Locations will be performed in emergency situations only.

3. All field inspections, including hydrant, hydrant valve, contractor installed jobs, etc., will be postponed until weather conditions change to the agreed safe working temperature. Leak investigation will continue with the exception that it shall be performed from within a vehicle when possible.

4. Any work normally performed outside the office and service building, like exterior building maintenance, roadway maintenance, trash pickup, etc. shall be delayed until the safe working temperature has been reached. In cases where snow or ice present a hazard to employees or customers, the hazard shall be removed with the use of all available equipment and some employee labor in areas where the equipment cannot get to.

5. The unloading of stores materials such as pipe, fittings, hydrant, and appurtenances shall be done.

Production Maintenance Division:

1. Grease and oil plant equipment.

2. Fill automatic well oilers and check recording piezometers.

3. Clear snow and ice from catwalks, sidewalks and roadways.

4. Thaw air and water lines required in the operation of the plant.

5. Change chlorine cylinders.

6. Unload chlorine cylinders, ammonia cylinders and phosphate.

7. Repair any treatment or pumping related equipment necessary to supply water to the public.

Production Operations Division:

Operators at the Courtney Bend Plant shall perform all necessary duties for the safe and efficient operation of the water plant.

In the event of severe life threatening weather, i.e. close lightning, hail, tornado or strong winds, the supervisor shall be notified as to any omissions of outdoor activities. Close coordination between the plant operator and the Utility Plant Maintenance/Relief Operator shall be maintained under these conditions.

## Article XII - OVERTIME

### Section 1. General Provisions.

**(a)** Employees covered under this Agreement shall be eligible for overtime pay after 40 credited hours in any workweek. All straight time hours actually worked (including rest period hours) and all holiday hours paid shall be credited toward overtime eligibility. No other paid time will be credited toward overtime eligibility.

**(b)** All authorized overtime worked shall be paid at the rate of one and one-half (1 ½) times the straight rate and be based on the employee's straight time rate of pay for the respective job classification, in which the overtime was worked. ~~All overtime shall be paid for at the rate of one and one-half (1 ½) times the straight time rate.~~.

**(c)** Employees shall be paid double (2x) the straight time rate for all time worked on the seventh (7th) consecutive day within the bargaining unit member's regular work week. There shall be no pyramiding of overtime.

**(d)** It is agreed that all overtime work shall be paid for in full, and bargaining unit members covered by this Agreement shall not be compelled to take time off to offset overtime hours worked.

**(e)** The plant operations work week consists of one hundred sixty-eight (168) hours (24 hours/day x 7 days) of which one hundred sixty (160) hours are worked by Plant Operators and eight (8) hours (Tuesday day shift) are worked by CBP Utility Plant Maintenance/Relief Operators. Since the Utility Plant Maintenance/Relief Operators normally work the Tuesday shift, they will be first offered the opportunity to work any holidays or other scheduled overtime occurring during this Tuesday day shift.

**(f)** All bargaining unit members who are called out while on vacation or personal leave shall receive a minimum of four (4) ~~two (2)~~ hours call-out at the double time rate of pay. If a bargaining unit member requests in writing for his/her supervisor to call them if overtime is available regardless of leave status, then the hours the employee works will be paid at the rate of time and one-half (1 ½) his/her regular wage rate. If the bargaining unit member is not available the bargaining unit member will be charged for the hours worked.

**(g)** Employees in ~~locator and~~ leak truck positions that are on vacation, personal business, and/or comp time, but have requested to be called for overtime while on vacation, will not be called first. If, during regular hours, the position was filled, such assigned employee shall be contacted first and the regular position employee shall be contacted next.

**Section 2.** Call Back.

**(a)** Plant Operators and Utility Plant Maintenance/Relief Operators called back to work after leaving the City's premise shall receive a minimum of four (4) hours pay at the overtime rate, regardless of whether the job requires four (4) hours or not. All other ~~Any~~ bargaining unit member(s) called back to work after leaving the City's premise shall receive a minimum of two (2) hours pay at the overtime rate, regardless of whether the job requires two (2) hours or not. If such a call-out is within one (1) hour or less preceding his/her regularly scheduled shift, they shall be paid a minimum of two (2) hours at the overtime rate, but will not be additionally compensated for the call-out time that extends into his/her regular shift. If the bargaining unit member is present at work before his/her shift begins and is requested to begin work before his/her regular shift, it would not be treated as a call-out and the bargaining unit member would be paid at the overtime rate for no less than a one (1) hour minimum for such time worked before his/her regular shift begins.

**Section 3.** Meal Allowance.

**(a)** Bargaining unit members required to work two (2) or more hour's overtime immediately after his/her regular work period shall be furnished a meal at the City's expense or allowed $16.00 ~~$14.00~~ for each meal. The first meal allowance shall be made at the end of the first two (2) hours of overtime and one meal allowance shall be made at the end of each four (4) hour interval thereafter during such overtime work. This meal allowance shall also apply to a call-out occurring two (2) hours before the regular work hours of a bargaining unit member. This meal allowance provision as set forth in Section 3(a) of this article shall apply on Saturday and Sunday the same as Monday through Friday.

**(b)** A bargaining unit member called out for overtime work not immediately following the regular work period shall be furnished a meal at the City's expense or allowed $16.00 ~~$14.00~~ for each meal after each four (4) hour interval of overtime work. Bargaining unit members who are requested at least twelve (12) hours in advance shall not receive a meal allowance.

**Section 4.** Overtime

Bargaining unit members who are scheduled to work the next shift after being called out for an after-hours leak that ends before 10:00 ~~10:30~~ PM will be expected to report for work at the start of their next regular scheduled shift. If the call out for the after-hours leak occurs or extends past 10:00 ~~10:30~~ PM, the bargaining unit member will receive a rest period equal to the number of hours worked after 10:00 ~~10:30~~ PM, without loss of pay, at the

beginning of their regular scheduled shift, then will report to work (excluding unpaid lunch period). At the end of the overtime work extending past 10:00 ~~10:30~~ PM the supervisor will ask the bargaining unit member whether or not they will take the rest break. If the rest period is equal to or less than four (4) hours, the bargaining unit member will be expected to return to work at the end of their rest period. If the rest period is more than four (4) hours, and the bargaining unit member wishes not to return to work at the end of the rest period, they will be required to contact their supervisor one hour prior to their scheduled return time and request to take vacation, personal business or compensation time for the remaining hours of their regular shift. The Supervisor may either grant or deny the leave request at that time. If the call-out begins on or before 10:00 ~~10:30~~ PM and extends to starting time, the rest period shall consist of the entire scheduled shift. If the employee chooses not to report at the appropriate time to their next shift as modified by the rest period, they will be required to take vacation, personal business, or compensation time for all hours not worked during their regular shift. Rest period will accumulate only up to normal starting time and paid rest period does not extend past normal quitting time. If an emergency call-out extends past normal shift start times, and a rest period is due to the bargaining unit member, they may elect to take the rest period at the beginning of their shift or the end of their shift. If the call out for an after-hours leak occurs within four (4) hours of the start time of the next regular scheduled shift, no rest break will be provided, however, the employee shall have the option to take vacation, personal business, or compensation time after working eight hours, including the hours worked before the start of their regular shift.

Bargaining unit members may accrue compensatory time, in lieu of overtime pay at the employee's option. No more than one hundred sixty (160) hours of such compensatory time may be carried over to the next pay period.

## Section 5. ASSIGNMENT OF EMERGENCY AND OVERTIME WORK

(a) Insofar as practical, when overtime work is to be performed, the assignment of necessary bargaining unit members will begin with the available bargaining unit member having the least amount of recorded overtime among the bargaining unit members who would perform that type of work on regular work days, provided that hours of duty do not become excessive. In making the assignment of overtime work, contact shall be either in person or by call to the telephone number last registered with the City by the bargaining unit member. In emergencies, bargaining unit members may be temporarily moved from one operation to another, and it is understood that the most available bargaining unit members may be called first.

When a bargaining unit member is hired into or bids into and commences work in a classification, his/her total accrued number of overtime hours shall be adjusted, only, if such adjustment is upward so that his/her total accrued overtime hours equals the highest number of total accrued overtime hours of any bargaining unit member in that classification.

In case of scheduled overtime, the assigned employee will still be considered low for any emergency overtime preceding such scheduled overtime.

(b) In the event it is required to work overtime on a particular job being performed during the regular working day, the required number of bargaining unit member(s) to finish the job will be first selected from the bargaining unit member(s) in the classification(s) who are working on that job which requires the overtime. The number of bargaining unit members required shall be determined exclusively by the City.

~~In making an emergency call-out assignment involving the emergency shut down of a fire hydrant, the call-out assignment will be made within the Service Worker classification first with the Service Worker assigned to Construction/Maintenance Division called first.~~

(c) When a bargaining unit member is assigned overtime he/she may request that he/she be excused and in the event the City assigns another bargaining unit member in his/her place, the excused bargaining unit member's record of total overtime hours will be increased by the number of overtime hours worked by the bargaining unit member who took his/her place. It is understood that a bargaining unit member's record of total overtime hours shall be increased for all time worked, excused or made available by the City's effort to "Contact" an employee not on approved leave unless specifically excepted as follows:

1. If an employee is on any of the following listed forms of "approved leave", a) vacation, b) sick leave, c) injury, d) Workers' Compensation Insurance, e) funeral leave, f) jury duty, g) military service, h) personal business leave, or i) approved leave without pay, no overtime hours will be charged to an employee for not being available to work the required overtime.

(a) If an employee is on sick leave, the employee will not be called for overtime on that day. If the next day is a recognized City Holiday or is one of the two (2) consecutive days off within the employee's regular seven (7) day schedule the employee will be contacted on that day(s) if there is an overtime need. If the employee is still sick, the employee will not be charged a call-out and will not be called again until the next day.

(b) If an employee is on vacation, or Personal Business leave, (eight (8) hours or more) the employee must sign whether or not to be called for overtime. If the leave form is not marked either way, the employee will not be called for overtime. If such employee marked the leave form to be called and the employee is called for overtime work, and the employee requests to be excused and excuse is granted, the employee will be charged the appropriate overtime hours. An employee on vacation or Personal Business leave will not be called unless the call is necessary to timely or properly complete the work force required to handle the job or emergency. If an employee takes less than eight (8) hours of vacation or Personal Business leave, the employee will be called for overtime.

(c) An employee who is contacted to work overtime while on vacation, but who has not requested to be called, shall notify the supervisor that he/she is on vacation to ensure that the proper low overtime employee will be contacted.

For all other conditions; if an employee is called for overtime work and is either: a) not home (no answer); b) not home (other member of family answers); c) employee answers and requests to be excused and excuse is granted; d) no phone registered with City; or e) when an answering machine is encountered, the calling supervisor shall leave his or her name, date, and time of call, the employee will be charged for equivalent overtime hours available to him but worked by another employee in accordance with Article XII, Section 5(c)

Also it is agreed and understood, that not all supervisors will be aware of every employee who is on "approved leave", and thus charges for overtime may result by mistake. When such mistake is made known, and a correction is justified, a correction to the record of overtime for such employee will be made.

If a bargaining unit member, who is eligible to be called for overtime, is bypassed for overtime, the employee shall be compensated for a percentage of the hours missed. The percentage shall be calculated as twice the amount of overtime hours worked Vs. overtime hours offered that the employee has worked during that contract year: [2 x (O.T. Hours Worked/O.T. Hours Offered)=%]. The employee shall only be charged for actual hours missed.

2. Filling Plant Operator Shift. When scheduled or unscheduled overtime occurs for an entire eight (8) hour shift with no Utility Plant Maintenance/Relief Operator on duty:

a) If time allows, offer the entire eight (8) hour shift to the operator off duty that day. The only exception to this is when the shift in question is a Tuesday day shift. The Tuesday day shift is to be offered to the Utility Plant Maintenance/Relief Operators.

b) If time does not allow for the off-duty operator to be contacted, split the shift between the two (2) operators already working that day – four (4) hours each. Or if the off duty operator declines, split the shift between the two (2) operators on duty – four (4) hours each.

c) If there is a Utility Plant Maintenance/Relief Operator on duty whose shift overlaps into the vacant shift, the first half of the vacant shift shall be offered to that Utility Plant Maintenance/Relief Operator on duty, in order of low overtime.

d) If all operators and on-duty Utility Plant Maintenance/Relief Operators decline the shift, offer four (4) hours to the remaining Utility Plant Maintenance/Relief Operators in order of low overtime and if more than one is low then based on seniority until the shift is filled. If it happens

to be the day off for the Utility Plant Maintenance/Relief Operators – the full eight (8) hours can be offered.

e) Unless no other option exists, plant operators will not work more than twelve (12) hours in a rolling twenty-four (24) hour period.

**Section 6.** Records. Records of all overtime hours worked and overtime hours excused shall be maintained by the City and shall be available for inspection by the accredited Union representative on a monthly basis. The overtime assignments will be posted weekly on the bulletin boards of the City and a copy made available to the Union representative upon request. The City will post a list the work day after an overtime call has been worked containing the following information: 1) who was called, 2) who was excused, and 3) who performed the work.

On July 1 of each year during the term of the Agreement, and at the expiration date of this Agreement, the total overtime hours recorded for each bargaining unit member, in all classifications, will be reduced to zero. Seniority shall be the basis for calling out bargaining unit members, when such bargaining unit members have the same total overtime hours recorded.

## Article XIII - SHIFT DIFFERENTIAL

### Section 1.

For evening and midnight Utility Plant Maintenance/Relief Operators and Utility Maintenance Mechanics, a 5% shift differential will be applied to all hours paid.

For Plant Operators, a 5% shift differential will be applied to all hours paid while on a shift rotation that begins between 3:00pm and 6:00am

For the evening Service Worker, a 5% shift differential will be applied to all hours paid.

~~Bargaining unit members who are regularly assigned shift work which starts between the hours of 3:00 p.m. and 7:00 a.m. shall be paid five (5) percent of his/her straight time hourly rate of pay per hour in addition to his/her regular rate of pay for such hours worked. Bargaining unit members who are regularly assigned shift work who begin prior to 3:00 p.m. shall receive five (5) percent of his/her straight time hourly rate of pay per hour in addition to his/her regular rate of pay for such hours worked between 4:00 p.m. and 8:00 a.m.~~

The above differential pay will apply to shift bargaining unit members for all paid hours, including the first thirty (30) days an employee is on light duty due to a work-related injury..

## Article XIV - WAGE RATES

**Section 1.** The Union hereby accepts, on behalf of its members, the wage rates set opposite the respective job classifications set forth in Appendix "A" hereto attached and expressly made a part hereof for the work performed by the City's bargaining unit members within the said unit.

**Section 2.** All starting rates shown in Appendix "A" shall apply to new bargaining unit members for a period not exceeding six (6) months and to promoted bargaining unit members for a starting period of not exceeding thirty (30) days for bargaining unit members that have been in the Bargaining Unit for at least six (6) months.

If a promoted bargaining unit member has served in the same classification to which he/she is promoted for a cumulative period of thirty (30) full work days within one (1) year, or if the bargaining unit member has previously held that classification, he/she will be paid the regular rate.

If he/she has worked a portion thereof, he/she will be allowed a credit for each full day toward the thirty (30) day requirement for regular pay within one (1) year.

**Section 3.** All time spent on emergency call-out shall be paid at one and one-half times the employee's hourly rate.

**Section 4.** Bargaining unit members temporarily transferred or asked to work in a higher rated classification shall receive the regular rate of pay for such classification. When an employee who has been working out of classification returns to his or her regular classification, their rate of pay shall revert to the regular rate for their classification. Bargaining unit members temporarily transferred to a lower rated classification shall retain their regular base rate of pay.

## Article XV - PAY FOR LOST TIME

**Section 1.** All full time probationary and permanent bargaining unit members shall be granted injury leave, in the event of an on-the-job injury, at eighty percent (80%) of the employee's base pay (which includes longevity pay, but excludes shift differential), for a period not to exceed thirty (30) weeks. A bargaining unit member who has exhausted his/her thirty (30) weeks and is receiving temporary disability payments under the Worker's Compensation laws may, in addition thereto, at his/her election, receive an amount of money equal to the difference between the disability payment and his/her regular salary up to the amount of his/her accumulated sick leave credit. Deduction shall be made from the bargaining unit member's accumulated sick leave credit for the amount of such additional payment.

**Section 2.** A bargaining unit member who has been incapacitated on or off duty and has been released by the City physician to perform modified duty work may be given modified duty work as determined by the Utility at his/her regular rate of pay. Modified duties may continue until such time that a release from the City's physician to perform regular duties is given or the City physician determines the bargaining unit member cannot perform the essential functions of the job.

## Article XVI - VACATIONS WITH PAY

**Section 1.** All regular full-time employees shall receive vacation leave credit on a bi-weekly basis for each pay period including during the initial probationary period. Regular part-time bargaining unit members shall receive vacation leave on a proportional basis to his/her work schedule.

**Section 2.**

**(a)** All regular full-time bargaining unit members of the City shall accrue annual vacation leave at the rate per month so the following schedule holds true for continuous full time service:

| | |
|---|---|
| Less than sixty (60) months | 80 hours |
| Sixty (60) to one hundred twenty (120) months | 120 hours |
| One hundred twenty (120) months to one hundred eighty (180) months | 160 hours |
| One hundred eighty (180) months and over | 200 hours |

**(b)** All regular part-time bargaining unit members shall accrue annual vacation leave credit on a proportional basis to the schedule above. The basis for accrual shall be the ratio of the bargaining unit member's regularly scheduled work hours per pay period divided by eighty (80).

**(c)** Temporary bargaining unit members are not eligible for vacation leave.

**Section 3.** Bargaining unit members may accumulate vacation leave credit up to the maximum allowed in the City's Personnel Policies and Procedures Manual. However, any bargaining unit member exceeding this maximum accumulation must take the necessary time off the subsequent year to maintain this formula, or forfeit any accumulation above the maximum.

**Section 4.** Each manager shall schedule vacation leave for bargaining unit members of the division, respecting the wishes of the bargaining unit members so far as such are compatible with the needs of the service. Vacation leave may not be taken by a bargaining unit member until the bargaining unit member has been in the service of the City for a continuous period of six (6) months and has been granted regular status.

Insofar as choice of vacation period lies with the bargaining unit member, system seniority shall determine the order of selections. Vacation request forms shall be handed out by Department supervisors by October 1 and shall be returned by bargaining unit members by December 15. If any bargaining unit member desires to change his/her

selections after January 1 ~~February 1~~, they can only select open dates.

**(a)** Vacations scheduled for the January ~~February~~ 1 posting shall be by seniority. After January ~~February~~ 1, selections shall be on first come basis regardless of seniority, whether it be one (1) day requested or one (1) week scheduled. No vacation will be scheduled prior to January ~~February~~ 1 for the succeeding twelve-month period. All vacation request that have a 72 hour notice shall not be denied except in the case of emergencies, or if the absence would force overtime to ensure minimum staffing, or if the absence would exceed divisional maximums set out below:

1. Field Service – No more than two (2) bargaining unit members scheduled on approved leave per day. Meter Repair Worker is excluded from this count.

2. Production – No more than two (2) bargaining unit members scheduled on approved leave per day, and no more than one (1) per shift.

3. Distribution – No more than three (3) maintenance and two (2) construction bargaining unit members scheduled on approved leave per day.

**(b)** Any period of vacation requested for less than one (1) week shall not fall under the provisions of the following paragraph.

If a bargaining unit member is told less than two (2) weeks before his/her requested vacation scheduling that operating conditions prohibit the taking of vacation, the bargaining unit member will be allowed to either reschedule the vacation at a later date or the bargaining unit member shall be paid one and one-half (1 ½) times his/her regular rate of pay for hours worked, in addition to his/her normal vacation pay.

**Section 5.** A bargaining unit member shall not be charged with a day of vacation taken for any holiday observed by the City which occurs during the bargaining unit member's scheduled vacation.

**Section 6.** Any regular bargaining unit member who separates from the service for any reason shall be paid for any unused accumulated vacation up to but not to exceed two (2) times the amount the bargaining unit member is entitled to earn in the current year. Any amount above this will be forfeited by the bargaining unit member upon termination. The Human Resources Department shall certify the amount of vacation leave to be paid. Any bargaining unit member terminated during the initial probationary period shall not be entitled to pay for such vacation credit.

**Section 7.** The vacation period begins at the end of the last regular scheduled work day immediately prior to the vacation and ends with the first regular shift on return.

## Article XVII - HOLIDAYS

### Section 1.

**(a)** The following days will be recognized as paid holidays:

| | |
|---|---|
| New Year's Day | Martin Luther King's Birthday |
| Truman's Birthday | Memorial Day |
| Juneteenth | Independence Day |
| Labor Day | Veteran's Day |
| Thanksgiving | Friday after Thanksgiving |
| Christmas Eve | Christmas Day |

Each employee shall additional have one floating holiday to be scheduled in the same manner as vacation.

**(b)** If any of the above mentioned holidays occurs on Saturday, the holiday shall be observed on the previous Friday.

**(c)** If any of the above mentioned holidays occurs on Sunday, the holiday shall be observed on the following Monday.

**Section 2.** Bargaining unit members who as part of his/her regular work schedule are required to work on a recognized holiday, or a day observed as a holiday, shall receive eight (8) hours of holiday pay at his/her regular rate plus time and one-half (1½) his/her regular rate for regular shift hours worked on the holiday. Bargaining unit members who as part of his/her regular work schedule are scheduled to be off work on a recognized holiday, and are called in to work during the recognized holiday shall receive eight (8) hours of holiday pay at his/her regular rate plus two (2) times his/her regular rate for the hours worked on such recognized holiday. A bargaining unit member shall be paid holiday pay for the actual holiday, or for the day observed as the holiday, but not both.

**Section 3.** A bargaining unit member absent without leave from his/her scheduled tour of duty prior to, or following, one of the days observed by the City as a holiday, shall be considered absent without leave on the holiday and shall receive no holiday pay allowance.

**Section 4.** If any of the specified holidays fall on the first day off for a shift bargaining unit member, the first scheduled work day preceding shall be observed as the holiday; on a second day off for a shift bargaining unit member the first scheduled work day following shall be observed as the holiday.

**Section 5.** If a holiday is observed on a day which falls during the period that a bargaining unit member is entitled under Article XV to benefits in excess of Worker's Compensation payments, such day shall be considered as time lost by such bargaining unit member and he/she shall receive the difference between eight (8) hours pay at his/her regular rate and the Worker's Compensation payment. Benefits received under Article XVI and Article XVIII, shall not be affected by this Article. Bargaining unit members on leave of absence or bona fide lay-off shall not receive holiday pay.

**Section 6.** Any bargaining unit member who's day off during a shift falls within one (1) day of recognized or observed holiday shall have the opportunity to work said holiday or observed holiday in lieu of the day off in order to observe a three (3) day holiday with Supervisor approval. Excluding All Monday-Fridays Shifts.

**Section 7.** When a Utility Plant Maintenance/Relief Operator is filling in for a Plant Operator for two (2) or more consecutive days prior to or after a holiday during their regular work shift, and the operator is on approved leave on an actual holiday during this period, the holiday shift will be first offered to the Utility Plant Maintenance/Relief Operator filling the Plant Operator's shift.

## Article XVIII - SICK LEAVE BENEFITS

**Section 1.** All regular full-time bargaining unit members in the City shall receive sick leave credit, except as provided for in Section 2 of this Article. ~~at the rate of eight (8) hours for each calendar month employed.~~

New bargaining unit members will be credited 48 hours of sick leave on their first day of employment.

After successful completion of their initial probationary period, a full-time employee will earn sick leave credit at the rate of eight (8) hours for each calendar month employed.

A part-time employee will earn sick leave credit each month in proportion to the expected scheduled work hours per pay period divided by eighty (80).

Temporary employees are not eligible for sick leave benefits.

~~Regular part-time bargaining unit members shall accrue sick leave credit each month in proportion to the regularly scheduled work hours per pay period divided by eighty (80).~~

~~Temporary bargaining unit members are not eligible for sick leave benefits.~~

~~All regular full-time employees shall receive sick leave credit on a bi-weekly basis for each pay period including during the initial probationary period.~~

**(a)** Use of accrued sick leave credit shall be allowed in the event of a required absence from duty during scheduled work days due to the following:

Sick or disability leave, family leave

**(b)** Each bargaining unit member shall be required to notify his/her immediate supervisor within one (1) hour before and fifteen (15) minutes after the beginning of that bargaining unit member's work shift on the first day the bargaining unit member requests sick leave status, unless for good reason such notice cannot be given. Thereafter, the form and time of notice of absence due to sickness shall be determined by the department head concerned subject to the approval of the Human Resources Director. If a bargaining unit member is off work more than one (1) consecutive work shift due to illness, or is on disciplinary probation for excessive absence, he/she may be required by the Human Resources Director to submit a physician's certificate before returning to work. The preceding notwithstanding, any bargaining unit member shall be deemed to have abandoned his or her position if that bargaining unit member has three (3) consecutive working days/shifts of unauthorized absence. This situation shall be deemed a resignation, and the required written resignation of the bargaining unit member shall be waived.

**(c)** Regular bargaining unit members may use accumulated sick leave credit for illness or injury while on authorized vacation leave, provided such use of sick leave credit would be warranted if the bargaining unit member were not on vacation leave and, provided further, that an attending physician's statement is furnished upon request to the recommending authority certifying that the bargaining unit member was incapacitated to a degree which would have prohibited performance of normal duties.

**(d)** Bargaining unit members hired on or before June 30, 2022 who separate from service via resignation with proper notice, retirement, death, or layoff, shall be compensated accumulated sick leave credit as follows:

10 through 15 years of service: up to 520 hours
16 through 25 years of service: up to 780 hours
26 or more years of service (or line of duty disability/death): up to 1040 hours

Payment shall be at the Member's rate of pay at the time of separation on an hour-for-hour basis. A bargaining unit member may elect to take this payment in a lump sum on their final paycheck or payment can be made at the equivalent of forty (40) hours per week, via bi-weekly installments until the amount of accumulated sick leave is exhausted or for a maximum of thirteen (13) pay periods. ~~A Member can elect to take this payment in a lump sum or in by-weekly installments until the amount of accumulated sick leave is exhausted or for a maximum of thirteen (13) pay periods.~~ Bargaining unit members with less than ten (10) years of service or who quit without two (2) weeks' notice, or who are terminated for just cause shall not be eligible for this benefit.

Bargaining unit members hired on or after July 1, 2022 shall not be eligible to receive sick leave payout upon separation, for any reason. Sick leave accrual for these employees shall be capped at 1250 hours for employees who work 40 hours per week. For these employees, the City will instead make an annual lump sum contribution to the Member's 401a account on July 1 of each fiscal year, as follows:

| Position | Annual Contribution |
|---|---|
| Laborer | $300.87 |
| Pipe Worker | $313.24 |
| Leak Repair Worker | $318.61 |
| Construction Equipment Operator | $327.53 |
| Meter Repair Worker | $332.68 |
| Service Worker | $332.68 |

| | |
|---|---|
| Utility Maintenance Mechanic | $336.62 |
| Utility Plant Maintenance / Relief Operator | $341.38 |
| Yard Worker | $307.42 |
| Plant Operator "D" | $327.84 |
| Plant Operator "C" | $336.62 |
| Plant Operator "B" | $342.13 |
| Plant Operator "A" | $353.12 |

The annual 401a benefit will vest according to the following schedule:

| Years of Service | Vesting |
|---|---|
| 1 years | 10% |
| 2 years | 20% |
| 3 year | 30% |
| 4 years | 40% |
| 5 years | 50% |
| 6 years | 60% |
| 7 years | 70% |
| 8 years | 80% |
| 9 years | 90% |
| 10 years | 100% |

~~Employees who have less than ten full years of service as of the day this Agreement is ratified shall have a one-time option to elect to be included in the 401a program, in which case they will not be eligible for pay out of any sick leave upon retirement and will be subject to the sick leave accrual caps set out above, but will participate fully in the 401a program outlined above, as if they had been hired on or after July 1, 2022. The election must be made in writing (email will suffice), within thirty days after the City Council approves the Work Agreement, and shall be irrevocable. Employees electing to be included under the 401a program will be credited for their prior service with respect to the vesting requirements set out above.~~

~~Additionally, the City will provide an initial contribution toward each employee's 401a account equal to their total years of service at the time of their election to participate in the program, rounded down to the nearest whole number and capped at five (5). For example, a Pipe Worker with 8.7 years of service on the day he or she elects to participate in the 401a program would no longer be eligible for any sick leave payout on separation, but would participate fully in the 401a program and would receive an initial contribution from the City in the amount of $1,566.20 (5 x $313.24). A Laborer with 3.9 years of service would receive an initial contribution from the City in the amount of $902.61 (3 x $300.87).~~

~~The initial contribution for any employee eligible to receive such contribution will be made in two equal amounts, in July of 2022 and July of 2023. All annual contributions will also be made on July 1 of each calendar year. Employees must be on the payroll as of July 1 in any given year to receive the initial or annual contribution payments. There shall be no pro-rating of any such payments for partial years of service. For example, the Pipe Worker in the first example above would receive $783.10 in July of 2022 and $783.10 in July of 2023, and would also receive his or her annual $313.24 contribution, for a total contribution amount of $1,096.34 each year in 2022 and 2023, and then $313.24 per year thereafter.~~

Employees who experience a duty-related disability or who die while employed by the City shall automatically become fully vested, and shall receive any initial or annual contribution as if they had completed the then-current contract year (i.e. as if they had continued working to the next upcoming July 1 anniversary date).

**Section 2.** A bargaining unit member who because of a qualified injury or illness is unable to work on the last regular work day preceding or the first regular work day following one of the days observed by the City as a

Holiday, that bargaining unit member will not be charged "sick leave" on the Holiday but instead shall receive Holiday pay for the Holiday.

**Section 3.** In case of illness or disability necessitating a bargaining unit member's absence from work, such bargaining unit member shall be re-employed whenever the employee becomes able to perform the essential functions of his or her job, either with or without reasonable accommodations, at his/her former status with all rights and privileges, including seniority, except as provided in Article VIII.1.(b).

**Section 4.** Any bargaining unit member who becomes incapacitated for his/her regular work may, by mutual agreement between the City and the Union, be placed at any work he/she can do and at a rate of pay agreed upon by the parties hereto.

**Section 5.** Sick leave pay as used in this Article shall be based on straight time hours. There shall be no deduction on account of other bargaining unit members in the bargaining unit working less than forty (40) hours, in any one work week.

## Article XIX - DEATH IN IMMEDIATE FAMILY

**Section 1.** In the case of death within the immediate family of a regular bargaining unit member such bargaining unit member shall be entitled to remain absent from duty with pay in order to attend the funeral or memorial services. This leave will not be charged against the bargaining unit member's accumulated sick leave or vacation time. Leave taken in such cases should not exceed a period of three (3) working days; provided that if the services are to be conducted out of a four hundred (400) mile radius, such bargaining unit member shall be entitled to remain absent from duty in order to attend such services for a period not exceeding five (5) working days.

**Section 2.** Immediate family shall mean: spouse, mother, father, sister, brother, daughter, son, mother/father-in-law, sister/brother-in-law, son/daughter-in-law, grandparents, spouse's grandparents, grandchildren, stepmother/father, stepbrother/sister, stepchildren, and half-brother/sister.

**Section 3.** If a bargaining unit member serves as a pallbearer at the funeral of a Water Department employee or a retired Water Department employee, the Water Department may permit the bargaining unit member to be absent from work on a basic work day without loss of pay for whatever time may be necessary but not to exceed four (4) hours. The benefits of this Section shall not apply during vacations, sick leave or any other permitted absence.

## Article XX - LEAVE OF ABSENCE

**Section 1.**

**(a)** A bargaining unit member on vacation or sick leave status must request a leave of absence without pay within three (3) consecutive work days after exhausting all paid leave. If a bargaining unit member remains on leave for more than three (3) consecutive work days after exhausting all sources of paid leave and does not receive approval for a leave of absence without pay, the bargaining unit member shall be considered to have resigned without notice. The Human Resources Director is authorized to grant a leave of absence not to exceed fifteen (15) calendar days upon recommendation of the bargaining unit member's department head. The City Manager may grant a bargaining unit member a leave of absence, without pay, for a period not to exceed one (1) year, upon written request. Failure on the part of the employee to report to work at the end of an approved leave shall be considered a resignation.

**(b)** Bargaining unit members shall be granted military training leaves of absence in accordance with applicable state law without loss of pay or other benefits for a period not to exceed a total of one hundred twenty (120) hours in any federal fiscal year. Competent orders and sufficient prior notice must be received by the Human Resources Director in order to grant paid military leave.

**(c)** A bargaining unit member may receive leave with pay when required to serve on jury duty when the hours of such jury duty conflict with his/her City work hours. The employee's department director may determine whether an employee is to report to work when his/her regular shift precedes or follows daily jury service. The decision on whether the employee should report to work shall be based on the

safety and welfare of the employee and fellow employees, as well as, the needs of the department. ~~Any compensation by the Court for such jury duty must be turned over to the Finance Director.~~ The bargaining unit member shall be entitled to retain any allowance for parking, mileage, or meal expenses provided by the Court.

**(d)** All regular full-time bargaining unit members shall be credited annually with a maximum of twenty-four (24) hours of leave for personal business leave, which may be taken in the same manner as vacation leave. Personal business leave is credited in increments of two (2) hours per month actually worked. Personal business leave may be accumulated to a maximum of sixty (60) hours. During any single fiscal year, when and to the extent that the City Council has appropriated funds for this purpose, a bargaining unit member may elect to convert unused personal business leave, not to exceed a maximum of twenty-four (24) hours, to cash payment at the bargaining unit member's base rate of pay. The election to accumulate or convert to cash must be made during the last full work week during October. Payment will be made during the month of November. If no appropriation has been made by October 1st, then no payment shall be made for unused personal business leave for that fiscal year. A bargaining unit member who retires or voluntarily resigns from the City or is laid off for lack of work shall be paid for accumulated personal business leave to a maximum of sixty (60) hours. A bargaining unit member who is terminated for cause shall not be paid for accumulated personal business leave.

**(e)** It is understood that the City shall grant a leave of absence without pay, not to exceed six (6) months to any member of the Union employed as an officer by his/her Union locally. It is understood that if the bargaining unit member desires to return to his/her former position within the specified time, upon being relieved of his/her position with the Union, the bargaining unit member shall be entitled to reinstatement in the position held at the time of taking the position in the Union, and shall be entitled also to his/her full seniority rights as though he/she had been employed continuously by the City.

**Section 2.** All requests for and each approval of a leave of absence, shall be in writing and state the reasons for such leave.

## Article XXI - MEDICAL AND LIFE INSURANCE

**Section 1.** Individual deductions shall be made from a bargaining unit member's paycheck only upon written authorization by the bargaining unit member and shall continue until the bargaining unit member submits a written request that such deductions cease.

**Section 2.**

**(a)** All regular full-time and regular part-time bargaining unit members shall be enrolled in the City's group life insurance program. Such life insurance shall be effective as it is for other classified employees and provided at no cost to the bargaining unit member.

**(b)** On or before the date of hire the bargaining unit member shall furnish the City Human Resources Department with application for such life insurance and designation of beneficiary. A change in beneficiary must be indicated by written request for such change to the Human Resources Department which shall notify the insurance company of such change.

**(c)** In cases of disability the Director of Finance shall be authorized to pay premiums for the qualifying period, until coverage may continue without payment.

**(d)** The City shall provide insurance for covered bargaining unit members in an amount not less than one (1) times the annual base earnings of the bargaining unit member.

**Section 3.**

**(a)** The City offers a choice of health insurance plans for regular full-time and regular part-time bargaining unit members on a cost sharing basis. Payment for health insurance shall be authorized through payroll deductions.

**(b)** The cost share shall be determined by the class of coverage selected. Coverage shall continue under all authorized leaves of absence, provided the employee pays his or her share of the premium, if any.

## Article XXII - RETIREMENT

**Section 1.** Enrollment in LAGERS (Local Government Employee's Retirement System) shall be required of all regular full-time bargaining unit members of the City. LAGERS is a retirement program provided by Missouri law (Section 70.600 et seq. R.S.Mo.) and controlled by the political subdivisions and the employees it serves.

## Article XXIII - SETTLEMENT OF DISPUTES

**Section 1.** The following procedure will be observed in the handling of grievances and complaints involving the application or interpretation of the terms and provisions of this Agreement.

**Section 2.** The Union will maintain its own system of contact with its members through an organization of stewards headed by a chief steward elected from their own number. The City agrees to recognize each steward as a representative of the bargaining unit members in the group for which he/she is elected. The Chief Steward and other Stewards shall be authorized to represent members in connection with grievances.

**Section 3.** As quickly as possible after the signing of this Agreement, the City will furnish the Union with a list setting forth positions of Supervisors in relation to the work groups of the City's operations, including Maintenance-Construction, Service and Plant. The City will promptly notify the Union of any changes in such personnel as may occur from time to time. The Union will furnish the City with a list of its duly elected officers and stewards, setting forth the groups that each steward represents. The Union will promptly notify the City of any changes in such personnel as may occur from time to time.

**Section 4.** Should any dispute or grievance arise between the City and its bargaining unit members with regard to the application or interpretation of the terms and provisions of this Agreement, such dispute or grievance shall be settled in the following manner:

**Step 1**. Any employee having a grievance should first discuss it with his Union Steward. If the grievance cannot be resolved, the employee and the Union Steward will discuss it thoroughly with the immediate supervisor. The employee and the Union Steward must have such discussion with the immediate supervisor within ten (10) calendar days of the date that the action complained of was known, or reasonably should have been known, to the employee or the Union.

**Step 2**. If a satisfactory settlement of the grievance cannot be reached, or if an answer is not given by the immediate supervisor by the end of three (3) calendar days, the grievance shall be put into writing by the employee aggrieved, dated and signed by him, then presented to the division manager. The Union Steward, the immediate supervisor, and the division manager shall make every effort to settle the grievance at this level.

**Step 3**. If the grievance is not settled at Step 2, it may be submitted to the Director, in writing, within ten (10) calendar days from the receipt of the Step 2 answer or within ten (10) calendar days after submission of the Step 2 appeal, if no decision has been received by that time. The Business Manager, Union Steward and the Director or their designated representative shall make every effort to settle the grievance, which shall be answered in writing within seven (7) calendar days following submission in this step.

**Step 4**. If the Union and Management have not been able to resolve a grievance in the third (3rd) step of the grievance procedure, either party may request that the matter be arbitrated, as set forth in Section 5, below.

### Section 5. Arbitration.

1. Notice in writing of intent to arbitrate shall be delivered by the party seeking arbitration to the opposing party within ten (10) calendar days following the decision of Step 3 above. Notice to the City shall be submitted to the Human Resources

Manager. The notice shall set forth the place, date, time and nature of the occurrence upon which the grievance is based, and shall set out any particular portions of this Memorandum of Agreement or the Personnel Policies and Procedures, if applicable, which it is alleged were violated or misinterpreted. If notice of intent to arbitrate is not delivered within ten (10) calendar days, the grievance shall be deemed abandoned.

2. Selection of Arbitrator - Within fifteen (15) calendar days after notice of intent to arbitrate is delivered, the party seeking arbitration shall submit a request for a sub-regional list of seven (7) arbitrators from the Federal Mediation and Conciliation Service. Each party shall have the right to reject one list and obtain a replacement, if it so desires. The parties shall alternately strike one name from the FMCS list, until only one name remains. The party striking first shall be determined by a coin toss. The remaining person shall be accepted by both parties as the arbitrator to hear and decide the dispute. The party requesting arbitration shall notify the arbitrator of his selection and request available dates not later than ten (10) calendar days following the arbitrator's selection.

3. Compensation of bargaining unit members - Bargaining unit members shall not be paid for the time spent in attending an arbitration proceeding other than as a witness on behalf of the City.

4. Decision of Arbitrator - The decision of the arbitrator shall be subject to the following conditions:

**(a)** The arbitrator shall determine the procedural rules of arbitration, and make such orders during the pendency of the proceeding as are necessary to enable the arbitrator to act effectively.

**(b)** In the resolution of disputes, the arbitrator shall give no weight or consideration to any matter except the language of the Agreement and the evidence presented by the parties. In disciplinary grievances, the burden of proof will be on the City. In contract interpretation grievances, including but not limited to promotion decisions, the burden of proof will be on the Union.

**(c)** The arbitrator shall have no power to add to, subtract from or modify any of the terms of the Memorandum of Agreement. The arbitrator shall have no power to establish or change any wage rates.

**(d)** The decision of the arbitrator shall be final and binding on both parties as to all matters which may arise out of the interpretation or application of this Memorandum of Agreement, except for the City Manager's right of review as set out in paragraph (f), below.

**(e)** The arbitrator shall have discretion to reduce or raise the discipline imposed.

**(f)** Decisions of the arbitrator regarding hiring, promotion, termination, layoff, reduction in force, separation, discipline and reprimand of individual bargaining unit members shall be subject to review by the City Manager. Where the arbitrator's decision resolves issues of fact, the City Manager is not authorized to substitute his or her own judgment for the judgment of the arbitrator if the arbitrator's findings of fact are supported by competent and substantial evidence. The City Manager is authorized to reject the arbitrator's decision only when the arbitrator's findings of fact and decision based thereon are clearly contrary to the overwhelming weight of the evidence viewed in its entirety, together with all legitimate inferences which may be reasonably drawn from that evidence, and in the light most favorable to the findings of fact and decision of the arbitrator based thereon. Where the arbitrator's decision is based upon an application or interpretation of law, the City Manager may review the award to determine if it is in violation of constitutional provisions; if it is for any reason unauthorized by law, or if is made upon unlawful procedure without a fair hearing. The City Manager can exercise his or her own judgment on these matters after receiving advice from the City Counselor or an authorized designee. Notwithstanding any of the foregoing, the City Manager may reject the decision of the arbitrator if such rejection results in a disposition more favorable to the bargaining unit member than the decision of the arbitrator.

**(g)** The costs of the arbitrator and court reporter shall be shared equally by the City and the Union.

**(h)** This provision does not extend to negotiations for amendment of this Memorandum of Agreement or for mediation of any disagreements involved in such negotiations.

**Section 6.** Should the Union claim within five (5) work days after the discharge of a bargaining unit member that the City acted outside of its rights and responsibilities and that the bargaining unit member was unjustly discharged, the issue shall be adjudicated as a grievance, commencing with Step 3 under Section 4. Should the discharge be not sustained on appeal after having been handled as provided in Section 5 of this Article, the bargaining unit member shall be returned to service and compensated as determined by the decision in the matter.

**Section 7.** Settlements reached between the Union and the City shall be final and binding upon the parties to this Agreement.

**Section 8.** Stewards and the members of the Grievance Committee shall be entitled to a reasonable amount of time off from their regular jobs without loss of base pay for conferences with the City Management when adjusting grievances only. The Grievance Committee shall be responsible that the time applied by stewards and themselves to these functions is held to a minimum.

**Section 9.** All computations of time within which action must be taken as specified in this Article shall be exclusive of Saturdays, Sundays, and holidays observed by the City as listed in Article XVII, Section 1.

**Section 10.** The Director will, when absent, and may, at any time so desired, appoint another person to act in his/her stead, and such party shall have full power to act in all matters arising under this Article.

## Article XXIV - MISCELLANEOUS

**Section 1.** Should any violation of this Agreement or any Article, Section, Sub-Section, Clause, Phrase or part hereof be alleged in determining whether any person is acting as an agent for a contracting party, so as to make such party responsible for his/her acts, in order to support such allegations in any arbitration, court action or other litigation, strict proof shall be required to establish that the specific acts were actually authorized or subsequently ratified by the contracting party, (person or persons) to be charged with responsibility therefore.

**Section 2.** The City and the Union agree to meet monthly to cooperate in placing in effect and maintaining safety rules and practices and safety devices and equipment which will eliminate hazards and insure safe working conditions at all times. The parties hereto further agree to the establishment of a safety committee consisting of three members elected by the Union (one member from each division), and three from Management (one member from each division), who shall review the accident case record of the City within the Union Group. The committee's findings are to be summarized into a report to be read at a regular group safety meeting and also to be forwarded to the Director for his study. Copies are to be provided each committee member and the Union President. Meeting cannot be cancelled unless mutually agreed upon by both parties.

**Section 3.** Should any Presidential or Governmental proclamation, directive or regulation or any valid federal or state law or the final determination of any Board or Court of competent jurisdiction affect any provision of this Agreement, the provision or provisions so affected shall be made to conform to the proclamation, directive, regulation, law or determination, but otherwise this Agreement shall continue in full force and effect.

**Section 4.** Any bargaining unit member discharged or suspended for cause shall not be entitled to any advance notice but shall be entitled to a written statement indicating his/her status with the City upon written request of the bargaining unit member.

**Section 5.** Except in cases of emergencies and for training purposes only, supervisors shall not perform Bargaining Unit work.

**Section 6.** The City agrees to assign a sufficient crew to the maintenance-construction group incidental to the laying or handling of pipe and materials to insure the safety of bargaining unit members.

**Section 7.**

**(a)** All bargaining unit members classified as Plant Operator shall be required to hold the required Missouri Water Plant Operator license as a condition of being placed on the job. In the event that the senior qualified bidder for a vacancy in a Plant Operator's position meets all the requirements to receive the required license, except that if the senior bidder has not passed the required examination, then the senior bidder shall be provisionally placed in the position, provided with study material and be allowed three (3) months from the date of the provisional appointment to pass the Water Operator's examination. The City will pay for the first test per license grade. In the event such employee fails to pass the examination, the employee shall be disqualified from the position and shall be ineligible to bid on such position until the employee has passed the examination.

**(b)** Utility Plant Maintenance/Relief Operator at the plant will be required to obtain the license required to serve as a Plant Operator. An employee in this classification who has not passed the examination shall be provided with study material and be allowed six (6) months to pass the Plant Operator's examination. The City will pay for the first test per license grade. All costs for testing subsequent to the first test shall be borne by the employee. In the event such employee fails to pass the examination by the end of the six (6) month period, the employee shall be disqualified from the position and shall be ineligible to bid on such position until the employee has passed the examination.

**(c)** If a state approved or sponsored training class is offered within a one hundred twenty five (125) mile radius of the City of Independence the City will pay the cost of lost time and tuition for the bargaining unit member currently in a classification that requires a license as described above to attend the training class one time only.

**(d)** All bargaining unit members hired after June 30, 2022 into a classification that requires a CDL, who were not a bargaining unit member on or before June 30, 2022, shall be required to obtain a Class B CDL or higher within three (3) months of their start date. Bargaining unit members hired prior to June 30, 2022 shall be given the opportunity to acquire said license at the City's expense if/when these employees bid into a classification requiring a CDL license. The City will pay for two (2) attempts to complete and pass the required testing.

**Section 8.** Bargaining unit members in the following classifications will be furnished one (1) pair of safety toe rubber boots, slip-on rubber boots, or buckle up rubber boots & gloves, based on the needs of the job classification as determined by management, at no cost to the bargaining unit member.

1. Laborer
2. Pipe Worker
3. Leak Repair Worker
4. Construction Equipment Operator
5. ~~Construction Equipment Operator Helper~~
6. Meter Repair Worker
7. Meter Reader (non-safety toe, slip-on, rubber boots)
8. Service Worker
9. Utility Maintenance Mechanic
10. Utility Plant Maintenance/Relief Operator
11. Yard Worker
12. Plant Operator

Boots and gloves being replaced must be worn out and not usable. Replacements must be approved by the immediate supervisor.

The City agrees to provide a clothing allowance of $19.00 ~~$15.00~~ per pay period per bargaining unit member for the purchase of ANSI approved shoes/boots, work gloves, or insulated garments suitable for use at work. Meter readers shall be exempted from the requirement for ANSI approved shoes/boots.

The City agrees to furnish each bargaining unit member 11 uniform pants, 11 long sleeve shirts, and 11 short sleeve shirts (or a mix of shirts at the member's request). Clothing material shall be subject to Union approval. Bargaining unit members must wear approved City-provided clothing while on-duty. ~~one uniform (pants and shirts, T-shirts or coveralls, all 100% cotton) for each work day. Long sleeve shirts are to be furnished between approximately November 1 and May 1, and short sleeves or T-shirts between approximately May 1 through October 31.~~

The City will furnish one (1) lined uniform jacket to all bargaining unit work classifications to be replaced on an as-needed basis as determined by management.

The City and Union shall mutually appoint two (2) bargaining unit members (whose place of duty is located at the shop and at the plant, respectively) who shall be granted one (1) hour or less per delivery to inspect delivered uniforms and relate problems to the vendor.

**Section 9.** The Union President or his/her designee, along with one (1) additional member from the bargaining unit, shall be allowed thirty (30) minutes with a new bargaining unit member on the new bargaining unit member's first day of work for Union orientation purposes. The time, location, and personnel scheduling of this orientation meeting will be mutually agreed upon by the Union President and the new bargaining unit member's immediate supervisor.

**Section 10.** The City agrees to pay for the required Commercial Drivers License and Plant Operators License. Authorized training time shall be compensated for a maximum of eight (8) hours per day.

**Section 11.** If a bargaining unit member voluntarily elects to attend a City meeting outside that bargaining unit member's scheduled shift, and this meeting is authorized by management, the City will allow compensatory time at the applicable rate for the bargaining unit member's time spent in said City meetings. The compensatory time off will be scheduled by mutual agreement to be taken as soon as possible.

**Section 12.** The Union Contract Negotiating Committee shall be paid for time spent at the negotiating table not to exceed one hundred sixty (160) ~~one hundred twenty (120)~~ hours per contract. The Union President or appointee shall be paid a maximum of four (4) hours per month to attend City called meetings. Such time will not be accumulated.

**Section 13.** When the City Manager determines, due to inclement weather conditions or other special circumstances involving the health, safety or welfare of employees or the public, to allow non-essential personnel to leave work or not to report to work those bargaining unit members required to work their regularly scheduled hours will not be compensated at any additional rate as a result of this decision.

**Section 14.** Where productive work is available that needs to be done and that is fully consistent with all medical restrictions, the City may ~~will~~ offer temporary light duty to employees recovering from off-the-job injuries. It is understood and agreed that any employee injured on-the-job will have priority for light duty work, regardless of when the injuries occurred. Further, light duty work assignments will not be "created" by taking work assignments from non-injured employees.

## Article XXV - COMPENSATION

**Section 1.** The hourly rates for each position in the bargaining unit are specified in Appendix "A".

(a) On July 7, 2025 ~~July 3, 2022~~, all members will receive a 3.25% ~~3.5%~~ increase to their base pay. On July 1, 2026 ~~2023~~ all members will receive a 3.25% increase to their base pay. On July 1, 2027 ~~2024~~ all members will receive a 3.25% adjustment to their base pay.

(b) Any member currently receiving Longevity Pay will continue to receive their current Longevity Pay accrued to date but will cease to accrue additional Longevity Pay after July 1, 2022. In lieu of Longevity Pay, the City agrees that in any given year, the wage table adjustment for all members shall not be less than .5%.

**Section 2.** ~~All bargaining unit members employed on the date this Agreement is ratified shall receive a ratification bonus in the gross amount of Two Hundred Fifty Dollars ($250.00), payable at the conclusion of the next full pay period after the contract is ratified.~~

## Article XXVI - DURATION OF AGREEMENT

This Agreement shall become effective on July 1st, 2022 and shall terminate on the close of business on June 30th, 2025. Either party desiring to negotiate any modifications to this Agreement shall give notice of the same on or before April 30th, 2025. Failure to do so shall result in this Work Agreement being automatically renewed for a period of one (1) year. In the event notice of reopening is served, this memorandum shall continue in full force and effect until a new memorandum is signed by the Parties, or until December 31, 2025, whichever is sooner. If no agreement has been reached by December 31, 2025, this Agreement may be extended further by mutual written agreement. The status of the Agreement or extension shall not relieve the Parties of their obligation to continue to bargain in good faith.

IN WITNESS WHEREOF, the parties hereto have by their officers duly authorized in the premises, executed this Agreement as of the day and year first above written.

APPROVED:

UNITED STEEL, PAPER AND FORESTY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL and SERVICE WORKERS INTERNATIONAL UNION

_____
D.R McCall
International President

_____
Myles Sullivan
International Secretary/Treasurer

_____
Emil Ramirez
International Vice President-Administration

_____
Kevin Mapp
International Vice President-Human Affairs

_____
Cathy Drummond
District 11, Director

_____
Stacey Andersen
Staff Representative

LOCAL UNION 13558 COMMITTEE

_____
Seth Robertson
President

CITY OF INDEPENDENCE
Independence, Missouri

_____
Zachary Walker
City Manager

_____
Jeremy Cover
City Counselor

_____
John (Shannon) Jancek
Vice-President

_____
Jeff Reynolds
Recording Secretary

_____
Richard Rector
Union Steward

_____
Mark Huntsucker
Financial Secretary

**Appendix A - Wage Rates**

| Classification | 7/7/25 (3.25%) Start | 7/7/25 (3.25%) Regular | 7/1/26 (3.25%) Start | 7/1/26 (3.25%) Regular | 7/1/27 (3.25%) Start | 7/1/27 (3.25%) Regular |
|---|---|---|---|---|---|---|
| Laborer | $29.32 | $30.86 | $30.28 | $31.86 | $31.26 | $32.90 |
| Pipe Worker | $30.48 | $32.13 | $31.47 | $33.18 | $32.49 | $34.25 |
| Leak Repair Worker | $30.95 | $32.68 | $31.96 | $33.74 | $33.00 | $34.84 |
| Construction Equip Operator | $31.80 | $33.60 | $32.83 | $34.69 | $33.90 | $35.82 |
| Meter Repair Worker | $32.31 | $34.12 | $33.36 | $35.23 | $34.44 | $36.38 |
| Meter Reader | | | | | | |
| Service Worker | $32.31 | $34.12 | $33.36 | $35.23 | $34.44 | $36.38 |
| Utility Maint Mechanic | $32.62 | $34.53 | $33.68 | $35.65 | $34.77 | $36.81 |
| Utility Plant Maint/Relief Op | $33.10 | $35.02 | $34.18 | $36.16 | $35.29 | $37.34 |
| Yard Worker | $29.93 | $31.53 | $30.90 | $32.56 | $31.91 | $33.62 |
| Plant Operator D | $31.81 | $33.63 | $32.85 | $34.72 | $33.91 | $35.85 |
| Plant Operator C | $32.62 | $34.53 | $33.68 | $35.65 | $34.77 | $36.81 |
| Plant Operator B | $33.13 | $35.09 | $34.21 | $36.24 | $35.32 | $37.41 |
| Plant Operator A | $34.18 | $36.22 | $35.29 | $37.40 | $36.43 | $38.61 |

# City of Independence

AGENDA ITEM COVER SHEET

**Agenda Title:**

A public hearing for the application to rezone the property 13893 E. 35th Street Ct S from I-1, Industrial, to C-2, General Commercial. ***New Information Only.***

**Recommendations:**

**Background:**

**Emergency Justification:**

**Fiscal Impact:**

**Council Action:**

---

**Department / Contact** Community Development /

---

**REVIEWERS**

Tom Scannell
Jeremy Cover
Zachary Walker
Susanne Holland

**ATTACHMENTS:**

1. 5-13-25 Public Notice Proof

Column

# INTERIM AD DRAFT

This is the proof of your ad scheduled to run in **Examiner** on the dates indicated below. If changes are needed, please contact us prior to deadline at **(816) 254-8600**.

Notice ID: pLnG3ZQIgLdRWz3YjVY0 | **Proof Updated: Apr. 22, 2025 at 11:30am CDT**
Notice Name: 5-13-25 Planning Commission

See Proof on Next Page

This is not an invoice. Below is an estimated price, and it is subject to change. You will receive an invoice with the final price upon invoice creation by the publisher.

| FILER | FILING FOR |
|---|---|
| Cheryl Wrisinger | Examiner |
| cwrisinger@indepmo.org | |
| (816) 325-7109 | |

**Columns Wide:** 1

**Ad Class:** Legals

**Total Column Inches:** 8.13

**Number of Lines:** 65

| | |
|---|---|
| 04/26/2025: Other | 109.88 |

| | |
|---|---|
| Subtotal | $109.88 |
| Tax | $0.00 |
| Processing Fee | $0.00 |
| **Total** | **$109.88** |

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 13, 2025, and by the Independence **City Council** at 6 p.m., Monday, July 7, 2025, in the Independence City Hall City Council Chambers (lower level, north entrance) 111 E. Maple Avenue, in Independence, Missouri on the following matter(s):

Case 25-200-01 – Special Use Permit – 13893 E. 35th Street Ct S – A request by Noland Market to operate a convenience store.

Case 25-100-02 – Rezoning – 13893 E 35 th Street Ct S – A request by Noland Market to rezone the subject property from I-1 to C-2.

Case 25-810-01 - Preliminary Development Plan – 1550 S. Noland Road – A request by Cable-Dahmer/Crash Champions for Preliminary Development Plan approval for a body shop.

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 22 day of April, 2025.

Tom Scannell, Community Development Director
The City of Independence, Missouri is an Equal Opportunity Employer/Contractor/MFD

Published in the Examiner, Apr 26, 2025

######

# City of Independence

AGENDA ITEM COVER SHEET

**Agenda Title:**

25-044 **2R** An ordinance approving a rezoning from District I-1 (Industrial) to District C-2 (General Commercial) for the property located at 13893 East 35th Street Court South. **2R**

**Recommendations:**

Commissioner Young made a motion to recommend approval to rezone 13893 E 35th St Ct S from I-1 (Industrial) to C-2 (General Commercial). A second was made by Commissioner Torres. The Independence Planning Commission voted as follows:
Commissioner Nesbitt – Absent
Commissioner Ferguson – Yes
Commissioner Ashbaugh – Absent
Commissioner O'Neill – Yes
Commissioner Torres – Yes
Commissioner Young – Yes
Commissioner Wiley – Yes

The motion passed, and such application is forwarded to the City Council for its consideration. Staff recommends approval of this application.

**Background:**

Applicant requests to rezone the subject property from I-1 (Industrial) to C-2 (General Commercial)

**PROPERTY'S HISTORY:**

The subject site is part of lot 35 of the Harvest Village subdivision recorded in July of 1967. At the time the Harvest Village subdivision was recorded with Jackson County, it was located within the corporate limits of Independence. This area was annexed into the City of Independence in 1956. Upon the adoption of the Zoning Ordinance in 1965, the property was designated an M-2 (Heavy Manufacturing) zoning classification. In 1980, the city adopted amendments to the Zoning Ordinance and the zoning classification of the subject site was changed to M-1 (Industrial). Finally, upon the adoption of the Unified Development Ordinance in 2009, the zoning classification of the subject site was updated to I-1 (Industrial). The property has remained under industrial classification since the adoption of the Zoning Ordinance. The property was previously used as an herbal and tea shop and prior to that a virtual office space for business services.

**PROPOSAL:**

The applicant intends to operate a convenience store at this location. Unfortunately, convenience stores are prohibited in industrial zoning districts. Rezoning the property to C-2 (General Commercial) would permit convenience store use subject to approval of a special use

permit application. The applicant has also submitted a special permit application that is being reviewed concurrently with this rezoning application.

**PHYSICAL CHARACTERISTICS OF THE PROPERTY:**
This parcel has a total area of ±12,448 ft2 in size. An existing building ±2,444 ft2 in size is intended to remain on site to be used for the convenience store. Asphalt covers most of the site, much of which has deteriorated over time.

**CHARACTERISTICS OF THE AREA:**
The subject site is located on the West side of the Union Pacific Railroad and the Noland Road and 35th Street intersection—a prominent corridor in Independence. A variety of zoning district classifications and land use categories surround the subject site. The subject site abuts an establishment engaging in the wholesale of construction supplies as well as a business providing commercial printing services. Beyond the abutting properties, caddy-corner to the Northwest, is the location of the Mid-Continent Public Library – South Independence Branch. A multi-family development is located to the South/Southwest of the subject site and consists of a mix of duplexes and fourplexes. General retail is located to the West of the subject site and includes a Hispanic grocery store, and a vintage thrift store.

**Consistency with *Independence for All*, Strategic Plan:**
The proposed rezoning is supported by Independence for All, Strategic Plan 2022-2026's goals of increasing economic prosperity of the community.

**Comprehensive Plan Tools and Policies for the Current Designation:**
Imagine Independence 2040 encourages small-scale retail establishments integrated into neighborhoods. The proposed rezoning could have the potential to service the surrounding community and provide a walkable retail establishment.

**Sub-Area Plans:**
The subject site is not located within any sub-area plans.

**Zoning:**
The industrial zoning classification is primarily intended to accommodate low-, moderate-impact service industrial uses. While C-2 (General Commercial) is intended to accommodate community and region serving retail and service establishments.

**Historic and Archeological Sites:**
There are no apparent historic or archeological issues with this property.

**Public Utilities:**
All public utilities exist and are available to serve the proposed use.

**Floodplain/Stream Buffer:**
The subject site is not affected by waterways, stream buffers, or floodplains.

**CIP Investments:**
The city does not have any capital improvements projects planned near this area.

**Parking and Sidewalks:**
10 parking spaces are provided in the proposed site plan conforming with the parking ratio requirements for retail establishments as prescribed by Section 14-501-05.
The parking lot layout has been designed in accordance with the city code and provides ample dimensions for vehicular traffic.
A sidewalk extension will replace where an existing driveway entrance off 35th Street is planned to be demolished.

**Streets and Access:**
A driveway entrance off 35th Street is planned to be demolished, leaving access from 35th Street Court. This change will limit access to the subject site from a lower-classification street, improving traffic in the corridor.

**Landscaping:**
The applicant has provided a landscape plan in accordance with Section 14-503. The plan includes a diverse mix of deciduous and evergreen shrubs and trees along the street, around the parking lot, and building perimeter. The remainder of unpaved, open space will consist of a drought tolerant fescue sod.
A total of 10 canopy and ornamental trees will be added to the site, including species of Serviceberry, Eastern Red Cedar, Linden, and Elm species.
Additionally, 24 shrubs will surround the building and parking lot, including species of Eastern Red Cedar, Ninebark, and Yew.
Lastly, a masonry trash enclosure will be added to the site, conforming to current development standards for dumpster screening.
Recommendations and decisions on rezoning applications must be based on consideration of all the following criteria:

1. **Conformance of the requested zoning with the Comprehensive Plan.**

*Imagine Independence 2040 designates residential use for the subject site. While the proposed zoning request does not strictly conform to the comprehensive plan's future designation, C-2 (General Commercial) zoning classifications are intended to accommodate community-serving retail and service establishments.*

2. **Conformance of the requested zoning with any adopted neighborhood or sub-area plans in which the property is located or abuts.**

*There are no currently adopted neighborhood or sub-area plans pertaining to the subject site.*

3. **The compatibility of the proposed zoning with the zoning and use of nearby property, including any overlay zoning.**

*There are a variety of surrounding zoning classifications and land uses. The proposed zoning classification is consistent with the surrounding area.*

4. **The compatibility of the proposed zoning and allowed uses with the character of the neighborhood.**

*The proposed zoning classification fits in with the character of the neighborhood.*

5. **The suitability of the subject property for the uses to which it has been restricted under the existing zoning regulations**.

*The applicant has taken measures to limit any potential detrimental effects from the proposed use.*

6. **The length of time the subject property has remained vacant as zoned.**

*City records indicate the issuance of 3 business licenses for this property since 2020—no business remained in the industrial space.*

7. **The extent to which approving the rezoning will detrimentally affect nearby properties**.

*The rezoning should have no detrimental effect on area properties. The rezoning is consistent with the surrounding neighborhood.*

8. **The gain, if any, to the public health, safety, and welfare due to denial of the application, as compared to the hardship imposed upon the landowner, if any, as a result of denial of the application.**

*If rezoning is denied, the property could continue its current trend of frequent business turnover.*

Draft Planning Commission minutes are attached.

**Emergency Justification:**

**Fiscal Impact:**

**Council Action:**

---

**Department / Contact** Community Development /

---

**REVIEWERS**

Tom Scannell
Jeremy Cover
Zachary Walker
Susanne Holland

**ATTACHMENTS:**

1. CD.Draft Ordinance 25-100-02
2. Rezoning Staff Report 25-100-02
3. Cover Letter
4. Application
5. Notification Letter
6. Notification Addresses
7. Notification Area Map
8. Affidavit
9. Comp Plan
10. Zoning Map
11. Planning Commission Meeting Minutes 05-13-25

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A REZONING FROM DISTRICT I-1 (INDUSTRIAL) TO DISTRICT C-2 (GENERAL COMMERCIAL) FOR THE PROPERTY LOCATED AT 13893 EAST 35TH STREET COURT SOUTH.

WHEREAS, a request by the City of Independence to rezone the properties located at 13893 E 35th St Ct S from District I-1 (Industrial) to District C-2 (General Commercial) was referred to the Planning Commission as required by the Unified Development Ordinance; and,

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

WHEREAS, after due public notice in the manner prescribed by law, the Planning Commission held a public hearing for the consideration of the request on May 13, 2025, and rendered a report to the City Council recommending the rezoning be approved by a vote of 5-0; and,

WHEREAS, in accordance with the Unified Development Ordinance, it was determined that the rezoning was consistent with the review criteria in Section 14-701-02; and,

WHEREAS, after due public notice in the manner prescribed by law, the City Council held a public hearing and rendered approve the Rezoning of the said property; and,

WHEREAS, no legal protests were signed, acknowledged, and presented for the application.

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

SECTION 1. That the following legally described property is hereby rezoned from District I-1 (Industrial) to District C-2 (General Commercial) and shall be subject to the regulations of said district:

HARVEST VILLAGE N 115' LOT 35

SECTION 2. Nonseverability. All provisions of this ordinance are so essentially, and inseparable connected with, and so dependent upon, each other that no such provision would be enacted without all others. If a court of competent jurisdiction enters a final judgement on the merits that is not subject to appeal and that declares any provision or part of this ordinance void, unconstitutional, or unenforceable, then this ordinance, in its collective entirety, is invalid and shall have no legal effect as of the date of such judgement.

SECTION 3. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this ordinance, as determined by the City Clerk and City Counselor, may be corrected with the endorsement of the City Manager without the need to come before City Council.

SECTION 4. That failure to comply with all the provisions contained in this ordinance shall constitute violations of both this ordinance and Chapter 14, the Unified Development Ordinance, of the Code of the City of Independence, Missouri.

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

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

ATTEST:

_____
City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
City Counselor

REVIEWED BY:

_____
City Manager

# Planning Commission
## Staff Report

**MEETING DATE:** May 13, 2025 **STAFF:** Gabe Glaser, Planner

**PROJECT NAME:** Noland Market Convenience Store

**CASE NUMBER/REQUEST:** **Case 25-100-02 – Rezoning – 13893 E 35th Street Ct S –** A request by Noland Market to rezone the subject property from I-1 to C-2.

**APPLICANT:** Muhammad Asif

**OWNER:** Muhammad Asif

**PROPERTY ADDRESS:** 13893 E 35th Street Ct S

**SURROUNDING ZONING/LAND USE:**

**North:** C-2 (General Commercial) / Cargo Largo
**East:** I-1 (Industrial) / Wholesale of Construction Supplies
**South:** I-1 (Industrial) / Commercial Print Shop
**West:** C-2 (General Commercial) / Vacant (No Business License)

**PUBLIC NOTICE**:

- Letters to property owners – April 23, 2025
- Public Notice published in the Independence Examiner – April 26, 2025
- Signs posted on property – April 25, 2025

**FURTHER ACTION:**

Following action by the Planning Commission, this rezoning request is scheduled for first reading by the City Council on June 16, 2025 and the public hearing/second reading on July 7, 2025.

## RECOMMENDATION

Staff recommends **APPROVAL** of this rezoning request.

## PROJECT DESCRIPTION & BACKGROUND INFORMATION

**PROJECT DESCRIPTION:** Applicant requests to rezone the subject property from I-1 (Industrial) to C-2 (General Commercial)

**Current Zoning:** I-1 (Industrial) **Proposed Zoning:** C-2 (General Commercial)

**Current Use:** Vacant **Proposed Use:** Convenience Store

**Zoning History:**
The subject site is part of lot 35 of the Harvest Village subdivision recorded in July of 1967. At the time the Harvest Village subdivision was recorded with Jackson County, it was located within the corporate limits of Independence. This area was annexed into the City of Independence in 1956.

Upon the adoption of the Zoning Ordinance in 1965, the property was designated an M-2 (Heavy Manufacturing) zoning classification. In 1980, the city adopted amendments to the Zoning Ordinance and the zoning classification of the subject site was changed to M-1 (Industrial). Finally, upon the adoption of the Unified Development Ordinance in 2009, the zoning classification of the subject site was updated to I-1 (Industrial). The property has remained under industrial classification since the adoption of the Zoning Ordinance. The property was previously used as a herbal and tea shop and prior to that a virtual office space for business services.

**Proposal:**

The applicant intends to operate a convenience store at this location. Unfortunately, convenience stores are prohibited in industrial zoning districts. Rezoning the property to C-2 (General Commercial) would permit convenience store use subject to approval of a special use permit application. The applicant has also submitted a special permit application that is being reviewed concurrently with this rezoning application.

**Physical Characteristics of Property:**
This parcel has a total area of ±12,448 $ft^2$ in size. An existing building ±2,444 $ft^2$ in size is intended to remain on site to be used for the convenience store. Asphalt covers most of the site, much of which has deteriorated over time.

**Characteristics of the Area:**
The subject site is located on the West side of the Union Pacific Railroad and the Noland Road and 35th Street intersection—a prominent corridor in Independence.

A variety of zoning district classifications and land use categories surround the subject site. The subject site abuts an establishment engaging in the wholesale of construction supplies as well as a business providing commercial printing services.

Beyond the abutting properties, caddy-corner to the Northwest, is the location of the Mid-Continent Public Library – South Independence Branch. A multi-family development is located to the South/Southwest of the subject site and consists of a mix of duplexes and fourplexes. General retail is located to the West of the subject site and includes a Hispanic grocery store, and a vintage thrift store.

## ANALYSIS

**Consistency with *Independence for All*, Strategic Plan:**
The proposed rezoning is supported by Independence for All, Strategic Plan 2022-2026's goals of increasing economic prosperity of the community.

**Comprehensive Plan Tools and Policies for the Current Designation:**
Imagine Independence 2040 encourages small-scale retail establishments integrated into neighborhoods. The proposed rezoning could have the potential to service the surrounding community and provide a walkable retail establishment.

**Sub-Area Plans:**
The subject site is not located within any sub-area plans.

**Zoning:**
The industrial zoning classification is primarily intended to accommodate low-, moderate-impact service industrial uses. While C-2 (General Commercial) is intended to accommodate community and region serving retail and service establishments.

**Historic and Archeological Sites:**
There are no apparent historic or archeological issues with this property.

**Public Utilities:**
All public utilities exist and are available to serve the proposed use.

**Floodplain/Stream Buffer:**
The subject site is not affected by waterways, stream buffers, or floodplains.

**CIP Investments:**
The city does not have any capital improvements projects planned near this area.

**Parking and Sidewalks:**
10 parking spaces are provided in the proposed site plan conforming with the parking ratio requirements for retail establishments as prescribed by Section 14-501-05.

The parking lot layout has been designed in accordance with the city code and provides ample dimensions for vehicular traffic.

A sidewalk extension will replace where an existing driveway entrance off 35th Street is planned to be demolished.

**Streets and Access:**
A driveway entrance off 35th Street is planned to be demolished, leaving access from 35th Street Court. This change will limit access to the subject site from a lower-classification street, improving traffic in the corridor.

**Landscaping:**
The applicant has provided a landscape plan in accordance with Section 14-503. The plan includes a diverse mix of deciduous and evergreen shrubs and trees along the street, around the parking lot, and building perimeter. The remainder of unpaved, open space will consist of a drought tolerant fescue sod.

A total of 10 canopy and ornamental trees will be added to the site, including species of Serviceberry, Eastern Red Cedar, Linden, and Elm species.

Additionally, 24 shrubs will surround the building and parking lot, including species of Eastern Red Cedar, Ninebark, and Yew.

Lastly, a masonry trash enclosure will be added to the site, conforming to current development standards for dumpster screening.

## REVIEW CRITERIA

Recommendations and decisions on rezoning applications must be based on consideration of all the following criteria:

1. **Conformance of the requested zoning with the Comprehensive Plan.**
   *Imagine Independence 2040 designates residential use for the subject site. While the proposed zoning request does not strictly conform to the comprehensive plan's future designation, C-2 (General Commercial) zoning classifications are intended to accommodate community-serving retail and service establishments.*
2. **Conformance of the requested zoning with any adopted neighborhood or sub-area plans in which the property is located or abuts.**
   *There are no currently adopted neighborhood or sub-area plans pertaining to the subject site.*

3. **The compatibility of the proposed zoning with the zoning and use of nearby property, including any overlay zoning.**
   *There are a variety of surrounding zoning classifications and land uses. The proposed zoning classification is consistent with the surrounding area.*

4. **The compatibility of the proposed zoning and allowed uses with the character of the neighborhood.**
   *The proposed zoning classification fits in with the character of the neighborhood.*

5. **The suitability of the subject property for the uses to which it has been restricted under the existing zoning regulations**.
   *The applicant has taken measures to limit any potential detrimental effects from the proposed use.*

6. **The length of time the subject property has remained vacant as zoned.**
   *City records indicate the issuance of 3 business licenses for this property since 2020—no business remained in the industrial space.*

7. **The extent to which approving the rezoning will detrimentally affect nearby properties**.
   *The rezoning should have no detrimental effect on area properties. The rezoning is consistent with the surrounding neighborhood.*

8. **The gain, if any, to the public health, safety, and welfare due to denial of the application, as compared to the hardship imposed upon the landowner, if any, as a result of denial of the application.**
   *If rezoning is denied, the property could continue its current trend of frequent business turnover.*

**<u>EXHIBITS</u>**

1. Narrative
2. Application
3. Notification letter
4. Address List
5. Notification Area Map
6. Affidavit
7. Comprehensive Plan map
8. Zoning map

**Muhammad Asif**
816-726-0652

**10/23/2024**

City of Independence
Department of Community Development
111 E Maple Ave
Independence, MO 64050

Dear Sir/Madam,

Subject: Request for Rezoning of Property from Industrial to Commercial

I hope this letter finds you well. I am the owner of the property located at **13893 E 35th St. Court South** in Independence, Missouri,64055. I am writing to formally request the rezoning of this property from its current **industrial (I)** designation to a **commercial (C)** zoning classification.

The reason for this request is that I plan to open a retail store at this location to serve the local community. After conducting a thorough market analysis, I believe this site is ideal for commercial use and will contribute positively to the local economy by creating jobs and providing needed goods and services. Furthermore, the transition to commercial zoning aligns with the development trends in the surrounding area, which has seen an increasing number of businesses and commercial activity.

I have reviewed the city's rezoning process and understand that a public hearing will be required as part of this request. I am prepared to provide any additional documentation or attend meetings as needed to facilitate this process. I would be grateful for the City of Independence's consideration and support in approving this zoning change.

Please let me know if there are any additional steps I need to take or any further information you require to move forward with this application. I am eager to work closely with the city to ensure the success of this transition.

Thank you for your attention to this matter. I look forward to your response.

Sincerely,
Muhammad Asif
Owner, 13893 E 35th St. Court South,64055.

INDEPENDENCE
MISSOURI

# Planning and Zoning
Application Form

Community Development
111 E. Maple Avenue
Independence, MO 64050
(816) 325-7421
cdplanning@indepmo.org

**Application Type (check all that apply)**

| Land Use | Land Subdivision | Site Development | Use Permit | Other |
|---|---|---|---|---|
| ☒ Rezoning<br>☐ PUD Rezoning | ☐ Preliminary Plat<br>☒ Final Plat<br>☐ Minor Subdivision | ☒ Final Site Plan<br>☐ Preliminary Dev Plan<br>☐ Final Dev Plan (PUD) | ☒ Special Use<br>☐ Homebased Business<br>☐ Short-Term Rental | ☐ Admin. Adjustment<br>☐ Variance<br>☐ Street Name Change<br>☐ Special Sign Permit |

**Project Information and Location**

Project Name

13893 E 35th street court south independence MO 64055
Project Address/Location

| 2400 | | 1 | NO |
|---|---|---|---|
| Sq. Ft. of Building | Acreage | Number of Lots/Tracts | Steam Buffer (Yes or No) |
| I-1 | C-1 | N/A | Retailer |
| Existing Zoning | Proposed Zoning | Existing Land Use | Proposed Land Use |

**Basic Application Requirements (See the Planning & Zoning Application Guide for additional requirements)**

| | |
|---|---|
| ☐ Completed & Signed Application Form | ☐ One 24" x 36" set of plans for Land Sub. & Site Dev. |
| ☐ Application Fee | ☐ One PDF copy of a plat map or site plan |
| ☐ Cover Letter Describing Details of Project | ☐ Legal Description of the property in question |

**Contact Information**

***Applicant***

Muhammad Asif — Noland Market
Name — Company

8915 E 87Th Street Raytown Mo64138
Address

816-726-0652 — asif9687@Yahoo.com
Phone — Email

***Owner***

Muhammad Asif — AandS Trading LLC
Name — Company

8915 E 87Th street Raytown Mo 64138
Address

816-726-0652 — asif9687@Yahoo.com
Phone — Email

***Architect/Engineer/Surveyor/Other:*** _____

Name — Company

Address

Phone — Email

***Architect/Engineer/Surveyor/Other:*** _____

Name — Company

Address

Phone — Email

The applicant hereby agrees that the information provided above is accurate.

M. Asif — 10-24-2024
Applicant's Signature — Date

M. Asif — 10-24-2024
Owner's Signature — Date

May 2022

# Property Owner Notification Letter

**City of Independence, Missouri**

Date: 04/23/2025 Case No. 25-100-02

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:** Convenience Store without fuel sales in an existing 2,444 square foot building

**Applicant:** Jacob Hodson

**Location of Property:** 13893 East 35th Street Court South

**Planning Commission Meeting Date:** May 13th, 2025, at 6:00 p.m.

**City Council Meeting Date:** July 7th, 2025, at 6:00 p.m.

**Location of public hearings:** City Council Chambers, City Hall
111 E Maple Ave, Independence, Missouri, 64050

All interested persons are invited to attend and will have an opportunity to be heard at the full public hearing (Planning Commission).

REZONINGS ONLY: You may file a protest petition with the Community Development Department. For more information or to get copies of a petition, please contact Planning staff at 816-325-7421.

Jd Hodson

Applicant (or Owner/Agent)

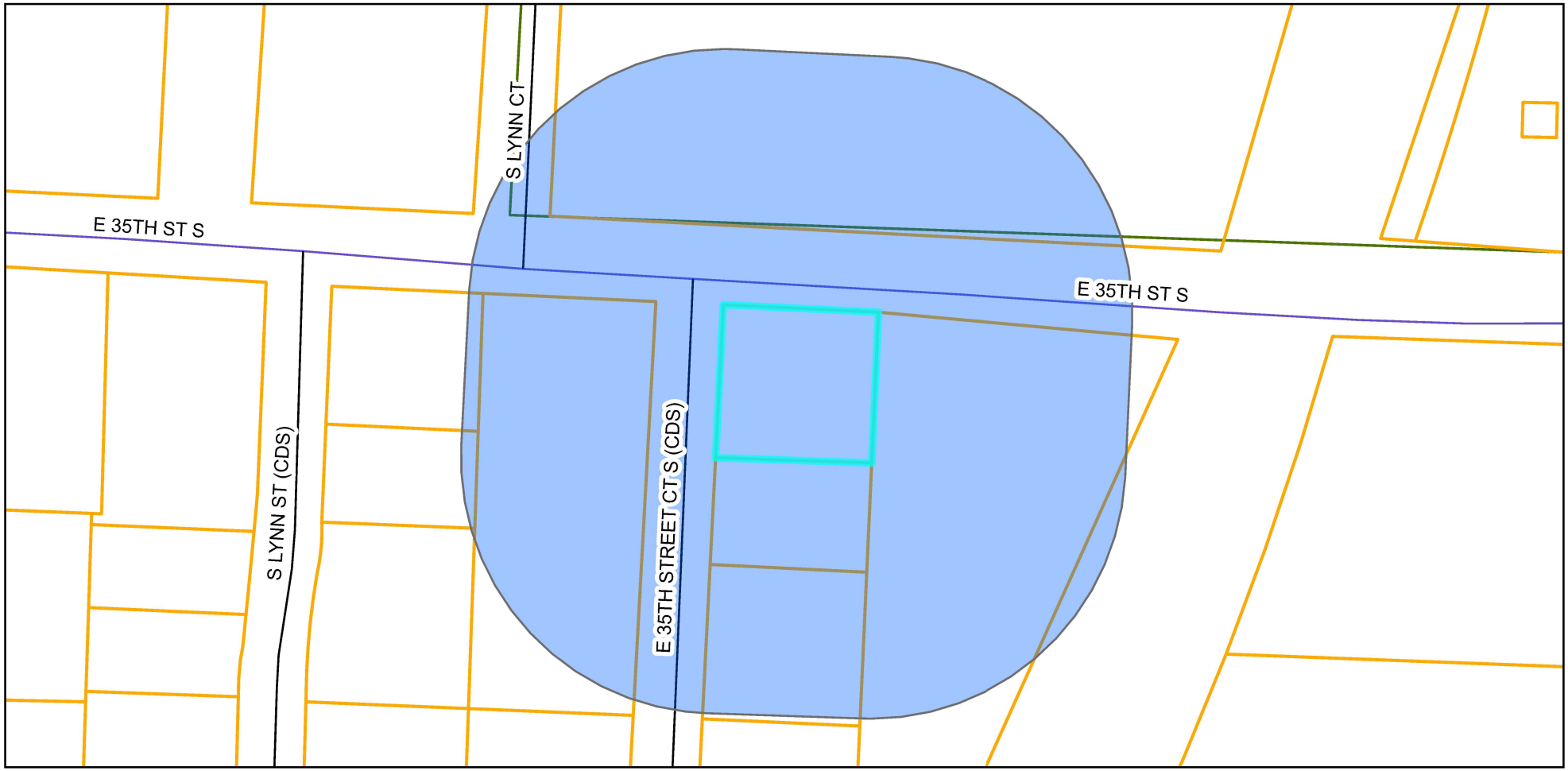
For more information, contact the Community Development Department at 816-325-7421.

| Property Address | Property Owner | Owner Address | City | State | ZIP Code |
|---|---|---|---|---|---|
| 13893 E 35TH STREET CT S | A AND S TRADING LLC | 8915 E 87TH ST | RAYTOWN | MO | 64138 |
| 13879 E 35TH STREET CT S | TJ S HEATING & COOLING LLC | 3708 S SWEENEY RD | GRAIN VALLEY | MO | 64029 |
| 13900 E 35TH ST S | D & J REALTY HOLDINGS LLC | 13900 E 35TH ST | INDEPENDENCE | MO | 64055 |
| 13701 E 35TH ST S | SIRIWANGCHAI FAMILY TRUST | 4400 NE SHADOW VALLEY CIR | LEES SUMMIT | MO | 64064 |
| 3505 S LYNN ST APT A | HATCHER ENTERPRISES LLC | 1401 N MADISON ST | RAYMORE | MO | 64083 |
| 13907 E 35TH ST S | FERGUSON ENTERPRISES OF KS INC | PO BOX 2778 | NEWPORT NEWS | VA | 23602 |
| 13801 E 35TH STREET CT S | KAY LANDER | 13801 E 35TH STREET CT S | INDEPENDENCE | MO | 64055 |
| 13881 E 35TH STREET CT S | WALKER STEVE T | 3200 BLACK FOREST | BLUE SPRINGS | MO | 64015 |
| 13701 E 35TH ST S UNIT C | SIRIWANGCHAI ARPORN & JURAIPORN | 4400 NE SHADOW VALLEY CIR | LEES SUMMIT | MO | 64064 |

# Notification Area

13893 E 35th St Ct S

Case No. 25-100-02




Notification Area

Parcels

0 50 100 200 Feet

N

Prepared For: Planning Commission
Community Development Department
Meeting Date: May 13, 2025

# Property Owner Notification Affidavit

STATE OF MISSOURI

COUNTY OF CLAY

Case No. 25-100-02

I, Jacob Hodson, 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 23 day of April, 2025.

Signature of Agent, Owner or Attorney

Subscribed and sworn to before me this 23rd day of April, 2025.

Angela F. Wilt

Notary Public

04/06/2029

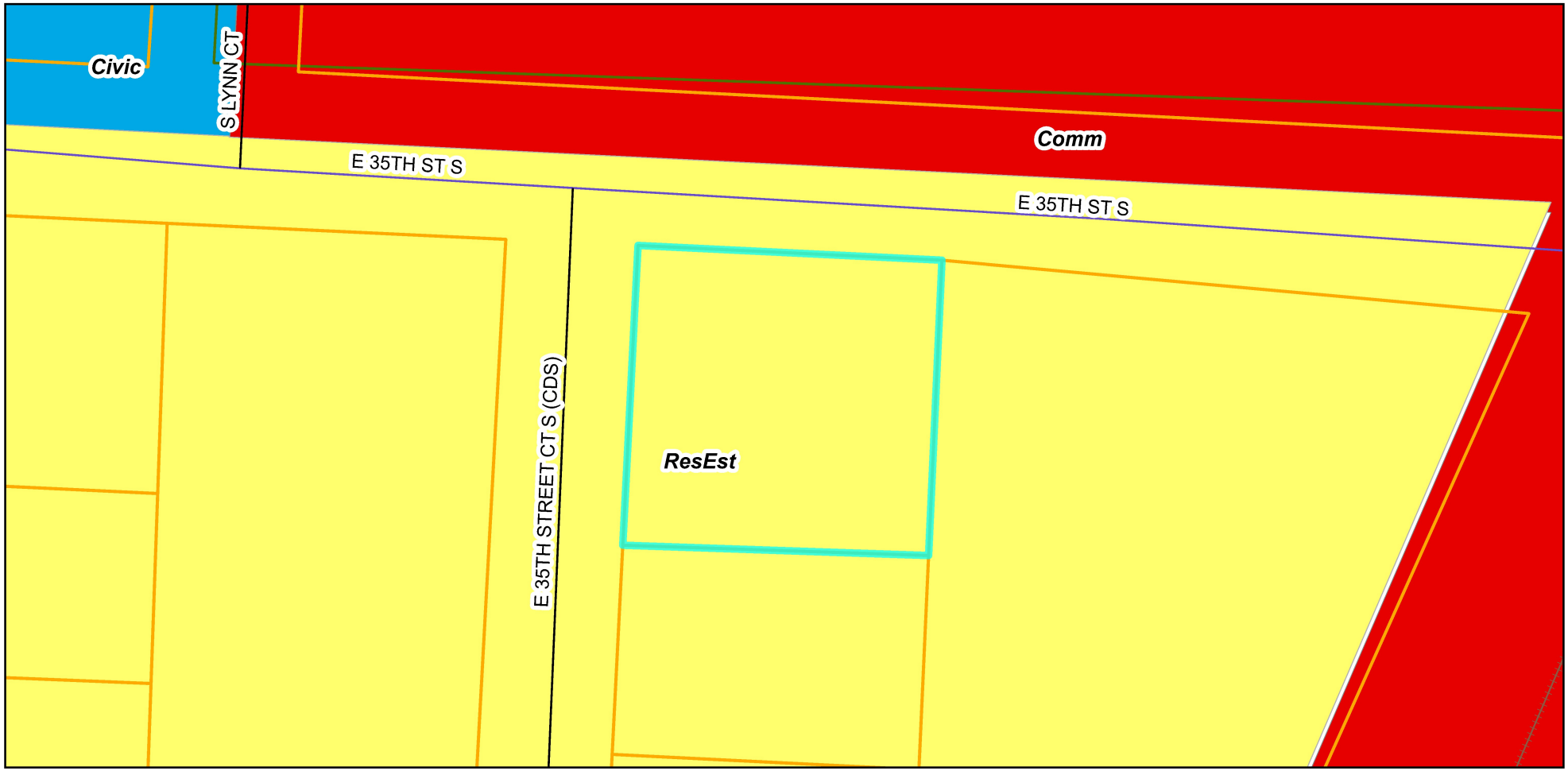
Commission Expiration Date

ANGELA F. WILT
Notary Public-Notary Seal
STATE OF MISSOURI
Clay County
My Commission Expires 04/06/2029
Commission # 13692563

# Comprehensive Plan

13893 E 35th St Ct S

Case #25-100-02




**Legend**

Parcels

Comprehensive Plan

- Residential Neighborhoods
- Community Commercial
- Civic / Public

N

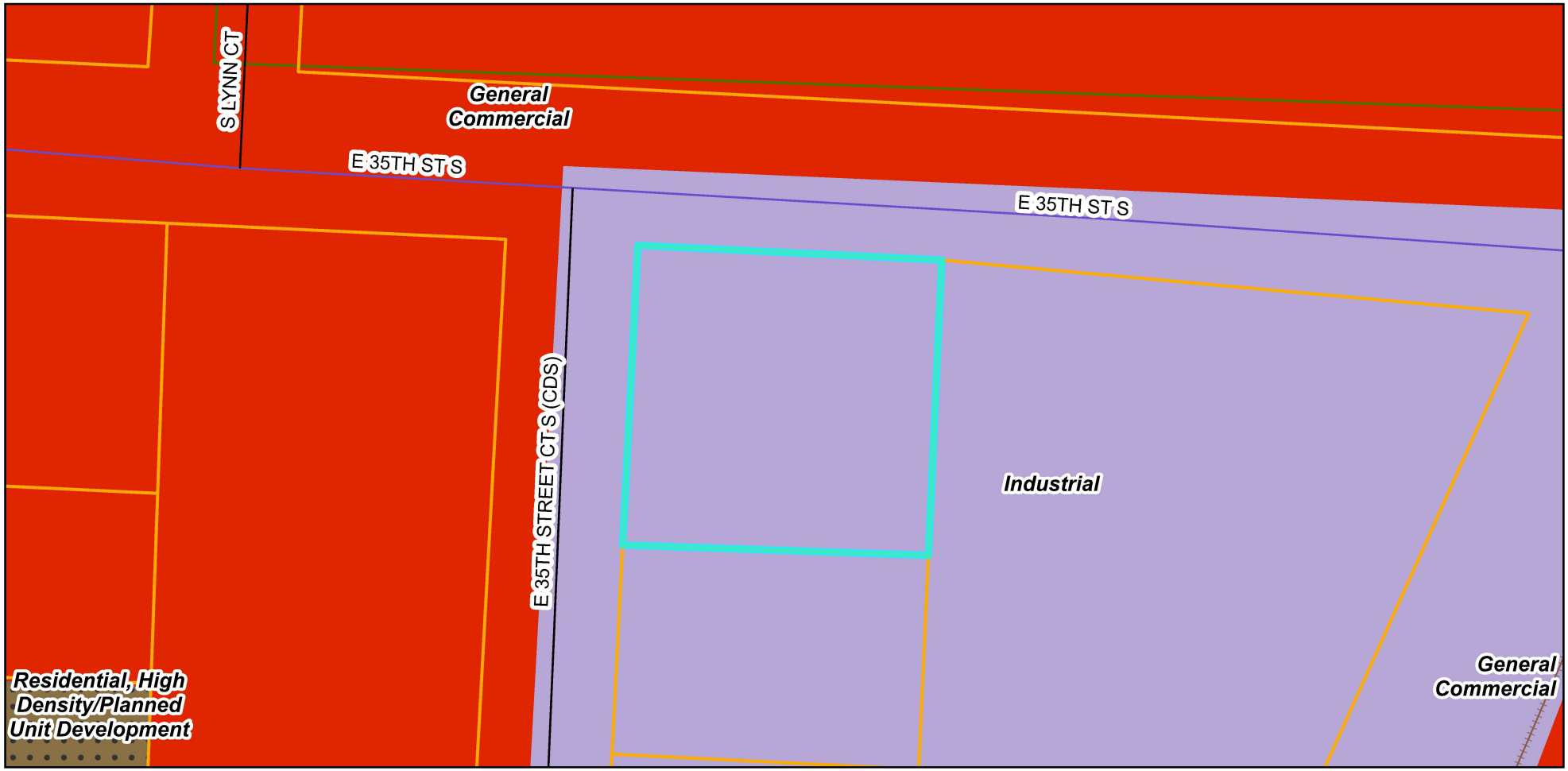
0 50 100 200 Feet

Prepared For: Planning Commission
Meeting Date: May 13, 2025

# Zoning Map

13893 E 35th St Ct S

Case #25-100-02




**Legend**

Parcels

Zoning District

- C-2
- I-1
- R-30/PUD

N

0 50 100 200 Feet

Prepared For: Planning Commission
Meeting Date: May 13, 2025

INDEPENDENCE
MISSOURI
A GREAT AMERICAN STORY

# Planning Commission Minutes

**May 13, 2025 6:00 PM**

**City Hall, 111 E. Maple Avenue (Ground Floor), Council Chambers**

## CALL TO ORDER

A meeting of the Planning Commission was held at 6:00 PM on 5/13/2025, in the 111 E Maple Avenue, Independence, MO 64050. The meeting was called to order.

## ROLL CALL

Upon roll call, the following members were present - Laurie Dean Wiley, Dan O'Neill, Virginia Ferguson, Jose Torres, Michael Young. Absent - Eric Ashbaugh, Edward Nesbitt.

## CONSENT AGENDA

The Consent Agenda consists of routine items of business to be acted upon by the Planning Commission with little or no public discussion. The staff or committee recommendation for each item is included in the Planning Commission packet. Any item may be removed by a commissioner or staff member to become part of the regular agenda.

1. **Planning Commission Minutes – April 29, 2025**

**Motion**

Commissioner Dan O'Neill made a motion to approve the Consent Agenda. Commissioner Michael Young seconded the motion. The motion was approved Yes 5, No 0, Abstained 0.

## PUBLIC HEARINGS

1. **Case 25-100-02 – Rezoning – 13893 E 35th Street Ct S –** A request by Noland Market to rezone the subject property from I-1 (Industrial) to C-2 (General Commercial).

Brian Harker noted this case is being presented with the second Case 25-200-01.

**Staff Presentation**
Mr. Harker presented the cases. Mr. Harker presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses. Mr. Harker reviewed the conditions of approval.

**Applicant Comments**
Jacob with Olsson Associates, 1301 Burlington Street, Kansas City, stated he's available for any questions.

**Public Comments**
No public comments.

**Commissioner Comments**
Chairwoman Wiley stated she thinks this will be a great addition to the neighborhood.

In response to Commissioner Ferguson's question, Mr. Harker explained where the entrances will be located.

**Motion**
Commissioner Michael Young made a motion to approve the case. Commissioner Jose Torres seconded the motion. The motion was approved Yes 5, No 0, Abstained 0.

2. **Case 25-200-01 – Special Use Permit – 13893 E. 35th Street Ct S** – A request by Noland Market to operate a convenience store.

**Motion**
Commissioner Dan O'Neill made a motion to approve the case. Commissioner Virginia Ferguson seconded the motion. The motion was approved Yes 5, No 0, Abstained 0.

3. **Case 25-810-01 - Preliminary Development Plan – 1550 S. Noland Road** – A request by Cable-Dahmer/Crash Champions for Preliminary Development Plan approval for a body shop.

**Staff Presentation**
Mr. Harker presented the case. Mr. Harker presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses. Mr. Harker reviewed the conditions of approval.

**Applicant Comments**
Robert Merritt, 1200 E. 104th Street, Kansas City, stated the configuration changed due to grading on the property. He said the look and feel of the project is still the same and they are okay with the conditions as outlined by staff.

**Public Comments**

No public comments.

**Motion**
Commissioner Michael Young made a motion to approve the case. Commissioner Jose Torres seconded the motion. The motion was approved Yes 5, No 0, Abstained 0.

**ROUNDTABLE - NEXT MEETING JUNE 10, 2025**

**ADJOURNMENT**

*The meeting was adjourned at 6:34 p.m.*

# City of Independence

AGENDA ITEM COVER SHEET

**Agenda Title:**

A public hearing for the Special Use Permit application to operate a convenience store at 13893 E. 35th Street Ct S. ***New Information Only.***

**Recommendations:**

**Background:**

**Emergency Justification:**

**Fiscal Impact:**

**Council Action:**

---

**Department / Contact** Community Development /

---

**REVIEWERS**

Tom Scannell
Jeremy Cover
Zachary Walker
Susanne Holland

**ATTACHMENTS:**

1. 5-13-25 Public Notice Proof

Column

# INTERIM AD DRAFT

This is the proof of your ad scheduled to run in **Examiner** on the dates indicated below. If changes are needed, please contact us prior to deadline at **(816) 254-8600**.

Notice ID: pLnG3ZQIgLdRWz3YjVY0 | **Proof Updated: Apr. 22, 2025 at 11:30am CDT**
Notice Name: 5-13-25 Planning Commission

See Proof on Next Page

This is not an invoice. Below is an estimated price, and it is subject to change. You will receive an invoice with the final price upon invoice creation by the publisher.

| FILER | FILING FOR |
|---|---|
| Cheryl Wrisinger | Examiner |
| cwrisinger@indepmo.org | |
| (816) 325-7109 | |

**Columns Wide:** 1

**Total Column Inches:** 8.13

**Number of Lines:** 65

**Ad Class:** Legals

| | |
|---|---|
| 04/26/2025: Other | 109.88 |

| | |
|---|---|
| Subtotal | $109.88 |
| Tax | $0.00 |
| Processing Fee | $0.00 |
| **Total** | **$109.88** |

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 13, 2025, and by the Independence **City Council** at 6 p.m., Monday, July 7, 2025, in the Independence City Hall City Council Chambers (lower level, north entrance) 111 E. Maple Avenue, in Independence, Missouri on the following matter(s):

Case 25-200-01 – Special Use Permit – 13893 E. 35th Street Ct S – A request by Noland Market to operate a convenience store.

Case 25-100-02 – Rezoning – 13893 E 35 th Street Ct S – A request by Noland Market to rezone the subject property from I-1 to C-2.

Case 25-810-01 - Preliminary Development Plan – 1550 S. Noland Road – A request by Cable-Dahmer/Crash Champions for Preliminary Development Plan approval for a body shop.

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 22 day of April, 2025.

Tom Scannell, Community Development Director
The City of Independence, Missouri is an Equal Opportunity Employer/Contractor/MFD

Published in the Examiner, Apr 26, 2025

######

# City of Independence

AGENDA ITEM COVER SHEET

**Agenda Title:**

25-045 **2R** An ordinance approving a Special Use Permit to operate a convenience store without fuel sales at 13893 East 35th Street Court South, in Independence, Missouri. **2R**

**Recommendations:**

Commissioner O'Neill made a motion to recommend approval of case 25-200-01, an application for a Special Use Permit to allow a convenience store without fuel sales at 13893 E 35th Street Ct S with the following conditions:

1. The applicant will make all modifications to the site as shown on plans submitted to the city.
2. The applicant shall comply with all use regulations prescribed by Section 14-426.
3. The applicant shall submit building permit applications for all redevelopment of the site, as required by City Code.
4. The applicant will obtain and maintain a business license and comply with all requirements as prescribed by Chapter 5 of City Code

A second to the motion was made by Commissioner Ferguson. The Independence Planning Commission voted as follows:
Commissioner Nesbitt – Absent
Commissioner Ferguson – Yes
Commissioner Ashbaugh– Absent
Commissioner O'Neill – Yes
Commissioner Torres – Yes
Commissioner Young – Yes
Commissioner Wiley – Yes

The motion passed 5-0 and the application is forwarded to the City Council for its consideration. Staff recommends approval of this application.

**Background:**

**PROJECT DESCRIPTION:** Request for special use approval for a convenience store.

**PROPOSAL:** An application for a business license was submitted to the Regulated Industries Division in August of 2024. Whereas a convenience store is defined by City Code as a retail establishment engaging in the sale of limited grocery items, prepackaged food, site-prepared food (e.g. hot dogs, salads, etc.), tobacco products, and consumer goods, Section 14-426-02-A. requires special use permit approval for a proposed convenience store less than 500 feet from any residence, church, school, or park.

Currently, the applicant has not indicated any sales of prepackaged liquor. If, however, they

wish to engage in the sale of prepackaged liquor, a separate liquor license application will be required to be reviewed by the city council.
Pending the city council's determination, the applicant will need to submit a tenant-finish commercial building permit for the planned modifications to the site. At that time, the city will review interior renovations of the exiting building.

**PHYSICAL CHARACTERISTICS OF THE PROPERTY:** This parcel has a total area of ±12,448 ft2 in size. An existing building ±2,444 ft2 in size is intended to remain on site to be used for the convenience store. Asphalt covers most of the site, much of which has deteriorated over time. The subject site lies at the corner of East 35th Street and East 35th Street Court. There are two existing drive entrances providing access to the subject site. City staff requested the closure of the east 35th street south drive entrance, leaving access to the property from 35th Street Court. The City's Traffic Engineer supports this plan.

**ZONING HISTORY:** The subject site is part of lot 35 of the Harvest Village subdivision recorded in July of 1967. At the time the Harvest Village subdivision was recorded with Jackson County, it was located within the corporate limits of Independence. This area was annexed into the City of Independence in 1956. Upon the adoption of the Zoning Ordinance in 1965, the property was designated an M-2 (Heavy Manufacturing) zoning classification. In 1980, the city adopted amendments to the Zoning Ordinance and the zoning classification of the subject site was changed to M-1 (Industrial). Finally, upon the adoption of the Unified Development Ordinance in 2009, the zoning classification of the subject site was updated to I-1 (Industrial). The property has remained under industrial classification since the adoption of the Zoning Ordinance.

**CHARACTERISTICS OF THE AREA:** The subject site is located on the West side of the Union Pacific Railroad and the Noland Road and 35th Street intersection—a prominent corridor in Independence. A variety of zoning district classifications and land use categories surround the subject site. The subject site abuts an establishment engaging in the wholesale of construction supplies as well as a business providing commercial printing services. Beyond the abutting properties, caddy-corner to the Northwest, is the location of the Mid-Continent Public Library – South Independence Branch. A multi-family development is located to the South/Southwest of the subject site and consists of a mix of duplexes and fourplexes. General retail is located to the West of the subject site and includes a Hispanic grocery store, and a vintage thrift store.

**ANALYSIS**

**Consistency with *Independence for All*, Strategic Plan:**

The proposed special use permit is supported by Independence for All, Strategic Plan 2022-2026's goals of increasing economic prosperity of the community and achieving livability, choice, access, health and safety through a quality, built environment.
Approval of the proposed special use permit serves to increase the tax base of the corridor, revitalizing an under-utilized property.
Additionally, approval of the proposed special use permit requires conformity with current development, design, and construction standards. Proposed modifications to the existing site are intended to improve traffic flow, pedestrian facilities, landscaping, parking, and screening.

**Comprehensive Plan Guiding Land Use Principles:**
Imagine Independence 2040 encourages small-scale retail establishments integrated into neighborhoods. The proposed redevelopment has the potential to service the surrounding community and provide a walkable retail establishment.

**Historic and Archeological Sites:**
There are no apparent historic or archeological issues with this property.

**Public Utilities:**
All public utilities exist and are available to serve the proposed use.

**CIP Investments:**
The city does not have any capital improvements projects planned near this area.

**Parking and Sidewalks:**
10 parking spaces are provided in the proposed site plan conforming with the parking ratio requirements for retail establishments as prescribed by Section 14-501-05.
The parking lot layout will be designed in accordance with city code and provides ample dimensions for vehicular traffic.
A sidewalk extension will replace where an existing driveway entrance off 35th Street is planned to be demolished.

**Streets and Access:**
A driveway entrance off 35th Street is planned to be demolished, leaving access from 35th Street Court. This change will limit access to the subject site from a lower-classification street, improving traffic in the corridor.

**Landscaping:**
The applicant has provided a landscape plan in accordance with Section 14-503. The plan includes a diverse mix of deciduous and evergreen shrubs and trees along the street, around the parking lot, and building perimeter. The remainder of unpaved, open space will consist of a drought tolerant fescue sod.
A total of 10 canopy and ornamental trees will be added to the site, including species of Serviceberry, Eastern Red Cedar, Linden, and Elm species.
Additionally, 24 shrubs will surround the building and parking lot, including species of Eastern Red Cedar, Ninebark, and Yew.
Lastly, a masonry trash enclosure will be added to the site, conforming to current development standards for dumpster screening.

**REVIEW CRITERIA:**
Recommendations and decisions on special use permit applications must be based on consideration of all the following criteria:

1. **Compatibility of the proposed use with the character of the neighborhood.**

*A variety of zoning district classifications and land uses abut and surrounds the subject site. The proposed general commercial zoning designation is intended to provide community serving retail sales. The proposed use has the potential to serve surrounding neighborhoods and businesses alike.*

2. **The extent to which the proposed use is compatible with the adjacent zoning and uses.**

*The proposed use has the potential to serve surrounding subdivisions to the South and West, in addition to adjacent businesses.*

3. **The impact of the proposed use on public facilities.**

*The applicant has provided a traffic impact study as well as site modifications improving vehicle and pedestrian traffic. These proposed site modifications have been reviewed and approved by the City's traffic engineer.*

4. **The suitability of the property for the permitted uses to which it has been restricted under the applicable zoning district regulations.**

*Plans submitted for the proposed use are in compliance with the Unified Development Ordinance. The subject site is well-suited to accommodate the proposed use.*

5. **The extent to which the proposed use may injure or detrimentally affect the use of enjoyment of property in the area.**

*The applicant has taken measures to limit any potential detrimental effects from the proposed use.*

6. **The extent to which the proposed use will create excessive stormwater runoff, air pollution, noise pollution or other environmental harm.**

*A stormwater memo stamped by a licensed engineer has been reviewed by city staff—the amount of impervious coverage will be reduced, and landscaping/green space will be added. No other environmental harm caused by the proposed use is foreseen.*

7. **The extent to which there is a need for the use in the community.**

*The C-2 (General Commercial) zoning district classification is intended to accommodate community-serving retail uses. The proposed use is in the vicinity of a mix of businesses and neighborhoods which will potentially be served by the proposed use.*

8. **The ability of the applicant to satisfy any requirements applicable to the specific use imposed pursuant to this article.**

*The applicant has indicated they will agree to comply with all use regulations prescribed by Section 14-426 relating to convenience stores. They have provided a proposed set of plans, in accordance with the development standards of the Unified Development Ordinance which have been reviewed by city staff.*

9. **The extent to which public facilities and services are avaliable and adequate to meet the demand for facilities and services generated by the proposed use.**

*Public utilities are available on the subject site. There is no concern about the adequacy of public facilities to service the proposed use.*

10. **Conformance of the proposed use to the comprehensive plan and other adopted plans and polices.**

*The proposed use is supported by Land Use Building Blocks prescribed by Imagine Independence 2040's recommendations for Business & Jobs.*

11. **The extent to which the use will impact sustainability or revitalization of a given area.**

*The proposed use, in effect, will revitalize an under-utilized property in close proximity to a prominent intersection in Independence. The proposed redevelopment of the subject site will be brought into full compliance with the current development standards of city code.*

Draft Planning Commission minutes are attached to this Council agenda item.

**Emergency Justification:**

**Fiscal Impact:**

**Council Action:**

---

**Department / Contact** Community Development /

---

**REVIEWERS**
Tom Scannell
Jeremy Cover
Zachary Walker
Susanne Holland

**ATTACHMENTS:**
1. CD.Draft Ordinance 24-200-01
2. SUP Staff Report 25-200-01
3. Cover Letter

4. Application
5. Notification Letter
6. Notification Addresses
7. Notification Area Map
8. Affidavit
9. Plans
10. Comp Plan
11. Zoning Map
12. Planning Commission Meeting Minutes 05-13-25

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A SPECIAL USE PERMIT TO OPERATE A CONVENIENCE STORE WITHOUT FUEL SALES AT 13893 EAST 35TH STREET COURT SOUTH, IN INDEPENDENCE, MISSOURI.

WHEREAS, the application submitted by the City of Independence, requesting approval of a Special Use Permit to allow for the operation of a convenience store without fuel sales at 13893 E 35th St Ct S, was referred to the Planning Commission; and,

WHEREAS, the Unified Development Ordinance provides for the approval of a Special Use Permit by the City following public hearings by the Planning Commission and City Council; and,

WHEREAS, after due public notice in the manner prescribed by law, the Planning Commission held a public hearing for the consideration of the request on May 13, 2025, and rendered a report to the City Council recommending the Special Use Permit be approved by a vote of 5-0; and,

WHEREAS, in accordance with the Unified Development Ordinance, it was determined that the request was consistent with the review criteria in Section 14-704-09; and,

WHEREAS, after due public notice in the manner prescribed by law, the City Council held a public hearing and rendered a decision to approve the Special Use Permit of the said property; 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. The following described tract of real estate is hereby declared subject to the Special Use Permit approved by this ordinance. The site is legally described as follows:

HARVEST VILLAGE N 115' LOT 35

SECTION 2. That the Special Use Permit is hereby approved with the conditions listed below.

1. The applicant will make all modifications to the site as shown on plans submitted to the city.
2. The applicant shall comply with all use regulations prescribed by Section 14-426.

3. The applicant shall submit building permit applications for all redevelopment of the site, as required by City Code.
4. The applicant will obtain and maintain a business license and comply with all requirements as prescribed by Chapter 5 of City Code

SECTION 3. Any other uses on the property described by Section 1 of this Ordinance shall be governed by the base zoning district and other applicable regulations of the Unified Development Ordinance.

SECTION 4. 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 5. 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 6. That failure to comply with all the provisions contained in this ordinance shall constitute violations of both this ordinance and Chapter 14, the Unified Development Ordinance, of the Code of the City of Independence, Missouri.

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

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

ATTEST:

_____
City Clerk

APPROVED - FORM AND LEGALITY:

_____
City Counselor

REVIEWED BY:

_____
City Manager

# Planning Commission
## Staff Report

**MEETING DATE:** May 13, 2025 **STAFF:** Gabe Glaser, Planner

**PROJECT NAME:** Noland Market Convenience Store

**CASE NUMBER/REQUEST:** **Case 25-200-01 – Special Use Permit – 13893 E. 35th Street Ct S** – A request by Noland Market to operate a convenience store.

**APPLICANT:** Muhammad Asif

**OWNER:** Muhammad Asif

**PROPERTY ADDRESS:** 13893 E 35th Street Ct S

**SURROUNDING ZONING/LAND USE:**

**North:** C-2 (General Commercial) / Cargo Largo
**East:** I-1 (Industrial) / Wholesale of Construction Supplies
**South:** I-1 (Industrial) / Commercial Print Shop
**West:** C-2 (General Commercial) / Vacant (No Business License)

**PUBLIC NOTICE**:

- Letters to property owners – April 23, 2025
- Public Notice published in the Independence Examiner – April 26, 2025
- Signs posted on property – April 25, 2025

**FURTHER ACTION:**

Following action by the Planning Commission, this rezoning request is scheduled for first reading by the City Council on June 16, 2025 and the public hearing/second reading on July 7, 2025.

## RECOMMENDATION

Staff recommends **APPROVAL** of this Special Use Permit request, subject to the following conditions:

1. The applicant will make all modifications to the site as shown on plans submitted to the City.
2. The applicant shall comply with all use regulations prescribed by Section 14-426.
3. The applicant shall submit building permit applications for all redevelopment of the site, as required by City Code.
4. The applicant will obtain and maintain a business license and comply with all requirements as prescribed by Chapter 5 of City Code.

## PROJECT DESCRIPTION & BACKGROUND INFORMATION

**PROJECT DESCRIPTION:** The applicant seeks special use permit approval for a convenience store.

**Current Zoning:** I-1 (Industrial) **Proposed Zoning:** C-2 (General Commercial)

**Current Use:** Vacant

**Proposed Use:** Convenience Store

**Building Sq Ft:** 2,444 $ft^2$

**Zoning History:**
The subject site is part of lot 35 of the Harvest Village subdivision recorded in July of 1967. At the time the Harvest Village subdivision was recorded with Jackson County, it was located within the corporate limits of Independence. This area was annexed into the City of Independence in 1956.

Upon the adoption of the Zoning Ordinance in 1965, the property was designated an M-2 (Heavy Manufacturing) zoning classification. In 1980, the city adopted amendments to the Zoning Ordinance and the zoning classification of the subject site was changed to M-1 (Industrial). Finally, upon the adoption of the Unified Development Ordinance in 2009, the zoning classification of the subject site was updated to I-1 (Industrial). The property has remained under industrial classification since the adoption of the Zoning Ordinance.

**Proposal:**
An application for a business license was submitted to the Regulated Industries Division in August of 2024. Whereas a convenience store is defined by City Code as a retail establishment engaging in the sale of limited grocery items, prepackaged food, site-prepared food (e.g. hot dogs, salads, etc.), tobacco products, and consumer goods, Section 14-426-02-A. requires special use permit approval for a proposed convenience store less than 500 feet from any residence, church, school, or park.

Currently, the applicant has not indicated any sales of prepackaged liquor. If, however, they wish to engage in the sale of prepackaged liquor, a separate liquor license application will be required to be reviewed by the city council.

Pending the city council's determination, the applicant will need to submit a tenant-finish commercial building permit for the planned modifications to the site. At that time, the city will review interior renovations of the exiting building.

**Physical Characteristics of Property:**
This parcel has a total area of ±12,448 $ft^2$ in size. An existing building ±2,444 $ft^2$ in size is intended to remain on site to be used for the convenience store. Asphalt covers most of the site, much of which has deteriorated over time.

The subject site lies at the corner of East 35th Street <u>and</u> East 35th Street Court. There are two existing drive entrances providing access to the subject site. City staff requested the closure of the east 35th street south drive entrance, leaving access to the property from 35th Street Court. The City's Traffic Engineer supports this plan.

**Characteristics of the Area:**
The subject site is located on the West side of the Union Pacific Railroad and the Noland Road and 35th Street intersection—a prominent corridor in Independence.

A variety of zoning district classifications and land use categories surround the subject site. The subject site abuts an establishment engaging in the wholesale of construction supplies as well as a business providing commercial printing services.

Beyond the abutting properties, caddy-corner to the Northwest, is the location of the Mid-Continent Public Library – South Independence Branch. A multi-family development is located to the South/Southwest of the subject site and consists of a mix of duplexes and fourplexes. General retail is located to the West of the subject site and includes a Hispanic grocery store, and a vintage thrift store.

## ANALYSIS

**Consistency with *Independence for All*, Strategic Plan:**
The proposed special use permit is supported by Independence for All, Strategic Plan 2022-2026's goals of increasing economic prosperity of the community and achieving livability, choice, access, health and safety through a quality, built environment.

Approval of the proposed special use permit serves to increase the tax base of the corridor, revitalizing an under-utilized property.

Additionally, approval of the proposed special use permit requires conformity with current development, design, and construction standards. Proposed modifications to the existing site are intended to improve traffic flow, pedestrian facilities, landscaping, parking, and screening.

**Comprehensive Plan Tools and Policies for the Current Designation:**
Imagine Independence 2040 encourages small-scale retail establishments integrated into neighborhoods. The proposed redevelopment has the potential to service the surrounding community and provide a walkable retail establishment.

**Historic and Archeological Sites:**
There are no apparent historic or archeological issues with this property.

**Public Utilities:**
All public utilities exist and are available to serve the proposed use.

**Floodplain/Stream Buffer:**
The subject site is not affected by waterways, stream buffers, or floodplains.

**CIP Investments:**
The city does not have any capital improvements projects planned near this area.

**Parking and Sidewalks:**
10 parking spaces are provided in the proposed site plan conforming with the parking ratio requirements for retail establishments as prescribed by Section 14-501-05.

The parking lot layout will be designed in accordance with city code and provides ample dimensions for vehicular traffic.

A sidewalk extension will replace where an existing driveway entrance off 35th Street is planned to be demolished.

**Streets and Access:**

A driveway entrance off 35th Street is planned to be demolished, leaving access from 35th Street Court. This change will limit access to the subject site from a lower-classification street, improving traffic in the corridor.

**Landscaping:**
The applicant has provided a landscape plan in accordance with Section 14-503. The plan includes a diverse mix of deciduous and evergreen shrubs and trees along the street, around the parking lot, and building perimeter. The remainder of unpaved, open space will consist of a drought tolerant fescue sod.

A total of 10 canopy and ornamental trees will be added to the site, including species of Serviceberry, Eastern Red Cedar, Linden, and Elm species.

Additionally, 24 shrubs will surround the building and parking lot, including species of Eastern Red Cedar, Ninebark, and Yew.

Lastly, a masonry trash enclosure will be added to the site, conforming to current development standards for dumpster screening.

## REVIEW CRITERIA

Recommendations and decisions on special use permit applications must be based on consideration of all the following criteria:

1. **Compatibility of the proposed use with the character of the neighborhood.**
   *A variety of zoning district classifications and land uses abut and surrounds the subject site. The proposed general commercial zoning designation is intended to provide community serving retail sales. The proposed use has the potential to serve surrounding neighborhoods and businesses alike.*

2. **The extent to which the proposed use is compatible with the adjacent zoning and uses.**
   *The proposed use has the potential to serve surrounding subdivisions to the South and West, in addition to adjacent businesses.*

3. **The impact of the proposed use on public facilities.**
   *The applicant has provided a traffic impact study as well as site modifications improving vehicle and pedestrian traffic. These proposed site modifications have been reviewed and approved by the City's traffic engineer.*

4. **The suitability of the property for the permitted uses to which it has been restricted under the applicable zoning district regulations.**

*Plans submitted for the proposed use are in compliance with the Unified Development Ordinance. The subject site is well-suited to accommodate the proposed use.*

5. **The extent to which the proposed use may injure or detrimentally affect the use of enjoyment of property in the area.**
   *The applicant has taken measures to limit any potential detrimental effects from the proposed use.*

6. **The extent to which the proposed use will create excessive stormwater runoff, air pollution, noise pollution or other environmental harm.**
   *A stormwater memo stamped by a licensed engineer has been reviewed by City staff—the amount of impervious coverage will be reduced, and landscaping/green space will be added. No other environmental harm caused by the proposed use is foreseen.*

7. **The extent to which there is a need for the use in the community.**
   *The C-2 (General Commercial) zoning district classification is intended to accommodate community-serving retail uses. The proposed use is in the vicinity of a mix of businesses and neighborhoods which will potentially be served by the proposed use.*

8. **The ability of the applicant to satisfy any requirements applicable to the specific use imposed pursuant to this article.**
   *The applicant has indicated they will agree to comply with all use regulations prescribed by Section 14-426 relating to convenience stores. They have provided a proposed set of plans, in accordance with the development standards of the Unified Development Ordinance which have been reviewed by city staff.*

9. **The extent to which public facility and services are available and adequate to meet the demand for facilities and services generated by the proposed use.**
   *Public utilities are available on the subject site. There is no concern about the adequacy of public facilities to service the proposed use.*

10. **Conformance of the proposed use to the comprehensive plan and other adopted plans and polices.**
    *The proposed use is supported by Land Use Building Blocks prescribed by Imagine Independence 2040's recommendations for Business & Jobs.*

11. **The extent to which the use will impact sustainability or revitalization of a given area.**
    *The proposed use, in effect, will revitalize an under-utilized property in close proximity to a prominent intersection in Independence. The proposed redevelopment of the subject site will be brought into full compliance with the current development standards of city code.*

**EXHIBITS**

1. Narrative
2. Application
3. Notification letter
4. Address List
5. Notification Area Map
6. Affidavit
7. Plans
8. Comprehensive Plan map
9. Zoning map

**Muhammad Asif**
816-726-0652

**10/23/2024**

City of Independence
Department of Community Development
111 E Maple Ave
Independence, MO 64050

Dear Sir/Madam,

Subject: Request for Rezoning of Property from Industrial to Commercial

I hope this letter finds you well. I am the owner of the property located at **13893 E 35th St. Court South** in Independence, Missouri,64055. I am writing to formally request the rezoning of this property from its current **industrial (I)** designation to a **commercial (C)** zoning classification.

The reason for this request is that I plan to open a retail store at this location to serve the local community. After conducting a thorough market analysis, I believe this site is ideal for commercial use and will contribute positively to the local economy by creating jobs and providing needed goods and services. Furthermore, the transition to commercial zoning aligns with the development trends in the surrounding area, which has seen an increasing number of businesses and commercial activity.

I have reviewed the city's rezoning process and understand that a public hearing will be required as part of this request. I am prepared to provide any additional documentation or attend meetings as needed to facilitate this process. I would be grateful for the City of Independence's consideration and support in approving this zoning change.

Please let me know if there are any additional steps I need to take or any further information you require to move forward with this application. I am eager to work closely with the city to ensure the success of this transition.

Thank you for your attention to this matter. I look forward to your response.

Sincerely,
Muhammad Asif
Owner, 13893 E 35th St. Court South,64055.

INDEPENDENCE
• MISSOURI •

# Planning and Zoning
Application Form

Community Development
111 E. Maple Avenue
Independence, MO 64050
(816) 325-7421
cdplanning@indepmo.org

## Application Type (check all that apply)

| Land Use | Land Subdivision | Site Development | Use Permit | Other |
|---|---|---|---|---|
| ☐ Rezoning<br>☐ PUD Rezoning | ☐ Preliminary Plat<br>☐ Final Plat<br>☐ Minor Subdivision | ☐ Final Site Plan<br>☐ Preliminary Dev Plan<br>☐ Final Dev Plan (PUD) | ☒ Special Use<br>☐ Homebased Business | ☐ Admin. Adjustment<br>☐ Variance<br>☐ Street Name Change<br>☐ Special Sign Permit |

## Project Information and Location

Project Name

13893 E 35th Street Court South Independence Mo. 64055
Project Address/Location

| Sq. Ft. of Building | Acreage | Number of Lots/Tracts | Steam Buffer (Yes or No) |
|---|---|---|---|
| 2400 | | 1 | |

| Existing Zoning | Proposed Zoning | Existing Land Use | Proposed Land Use |
|---|---|---|---|
| I | C-1 | N/A | Retailer |

## Basic Application Requirements (See the Planning & Zoning Application Guide for additional requirements)

| | |
|---|---|
| ☐ Completed & Signed Application Form | ☐ One 24" x 36" set of plans for Land Sub. & Site Dev. |
| ☐ Application Fee | ☐ One PDF copy of a plat map or site plan |
| ☐ Cover Letter Describing Details of Project | ☐ Legal Description of the property in question |

## Contact Information

***Applicant***

Muhammad Asif — Noland Market
Name — Company

8915 E 87th Street Raytown Mo 64138
Address

816-726-0652 — asif9687@Yahoo.com
Phone — Email

***Owner***

Muhammad Asif — A and S Trading LLC
Name — Company

8915 E 87th Street Raytown Mo. 64138
Address

816-726-0652 — asif9687@Yahoo.com
Phone — Email

***Architect/Engineer/Surveyor/Other:*** _____

Name — Company

Address

Phone — Email

***Architect/Engineer/Surveyor/Other:*** _____

Name — Company

Address

Phone — Email

The applicant hereby agrees that the information provided above is accurate.

M. Asif — 10-24-2024
Applicant's Signature — Date

M. Asif — 10-24-2024
Owner's Signature — Date

May 2022

# Property Owner Notification Letter

**City of Independence, Missouri**

Date: 04/23/2025 Case No. 25-200-01

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:** Convenience Store without fuel sales in an existing 2,444 square foot building

**Applicant:** Jacob Hodson

**Location of Property:** 13893 East 35th Street Court South

**Planning Commission Meeting Date:** May 13th, 2025, at 6:00 p.m.

**City Council Meeting Date:** July 7th, 2025, at 6:00 p.m.

**Location of public hearings:** City Council Chambers, City Hall
111 E Maple Ave, Independence, Missouri, 64050

All interested persons are invited to attend and will have an opportunity to be heard at the full public hearing (Planning Commission).

REZONINGS ONLY: You may file a protest petition with the Community Development Department. For more information or to get copies of a petition, please contact Planning staff at 816-325-7421.

Jd Hodson

Applicant (or Owner/Agent)

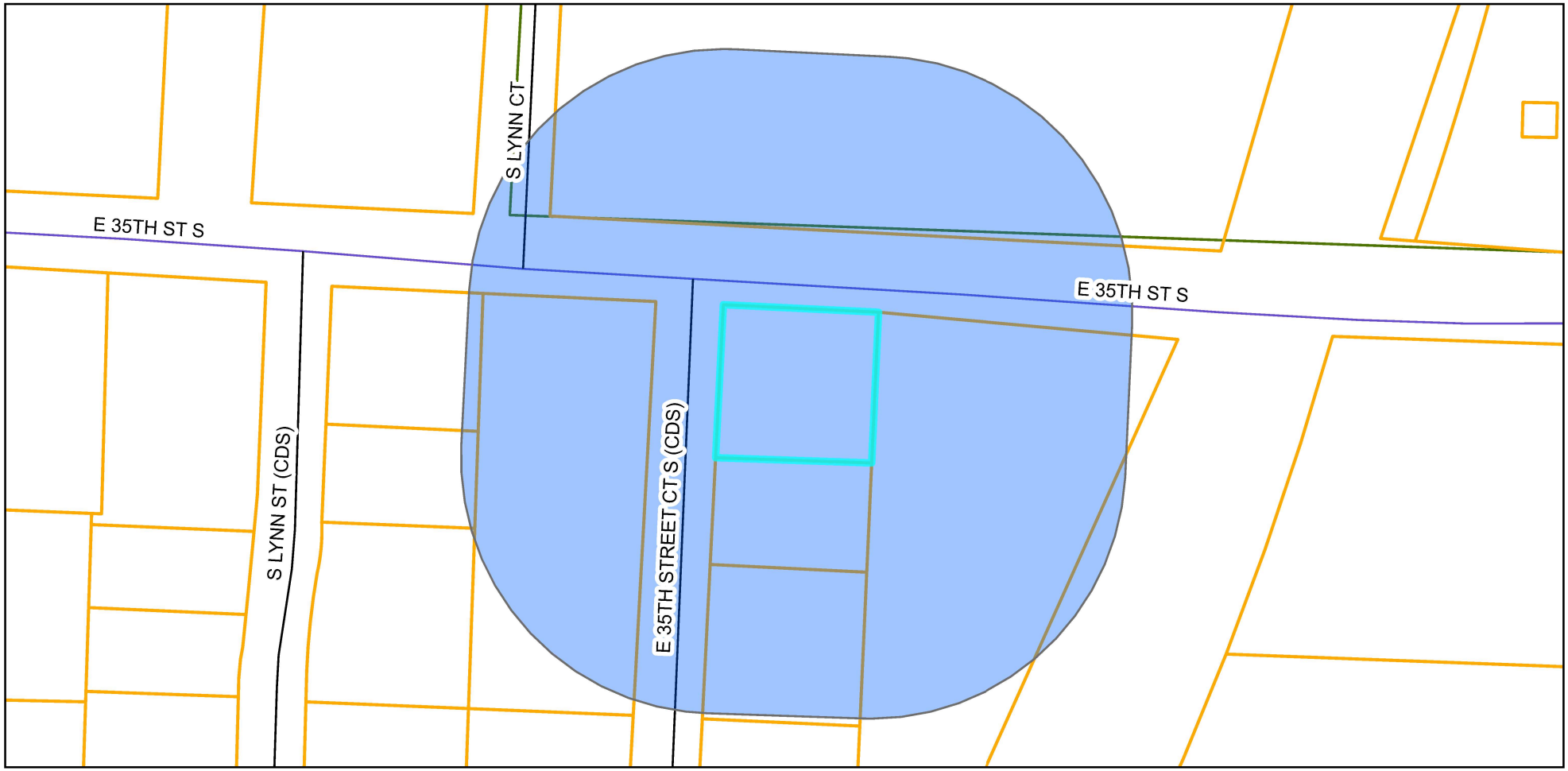
For more information, contact the Community Development Department at 816-325-7421.

| Property Address | Property Owner | Owner Address | City | State | ZIP Code |
|---|---|---|---|---|---|
| 13893 E 35TH STREET CT S | A AND S TRADING LLC | 8915 E 87TH ST | RAYTOWN | MO | 64138 |
| 13879 E 35TH STREET CT S | TJ S HEATING & COOLING LLC | 3708 S SWEENEY RD | GRAIN VALLEY | MO | 64029 |
| 13900 E 35TH ST S | D & J REALTY HOLDINGS LLC | 13900 E 35TH ST | INDEPENDENCE | MO | 64055 |
| 13701 E 35TH ST S | SIRIWANGCHAI FAMILY TRUST | 4400 NE SHADOW VALLEY CIR | LEES SUMMIT | MO | 64064 |
| 3505 S LYNN ST APT A | HATCHER ENTERPRISES LLC | 1401 N MADISON ST | RAYMORE | MO | 64083 |
| 13907 E 35TH ST S | FERGUSON ENTERPRISES OF KS INC | PO BOX 2778 | NEWPORT NEWS | VA | 23602 |
| 13801 E 35TH STREET CT S | KAY LANDER | 13801 E 35TH STREET CT S | INDEPENDENCE | MO | 64055 |
| 13881 E 35TH STREET CT S | WALKER STEVE T | 3200 BLACK FOREST | BLUE SPRINGS | MO | 64015 |
| 13701 E 35TH ST S UNIT C | SIRIWANGCHAI ARPORN & JURAIPORN | 4400 NE SHADOW VALLEY CIR | LEES SUMMIT | MO | 64064 |

# Notification Area

13893 E 35th St Ct S

Case No. 25-200-01




Notification Area

Parcels

0 50 100 200 Feet

N

Prepared For: Planning Commission
Community Development Department
Meeting Date: May 13, 2025

# Property Owner Notification Affidavit

STATE OF MISSOURI

COUNTY OF CLAY

Case No. 25-200-01

I, Jacob Hodson, 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 23 day of April, 2025.

Jacob Hodson

Signature of Agent, Owner or Attorney

Subscribed and sworn to before me this 23rd day of April, 2025.

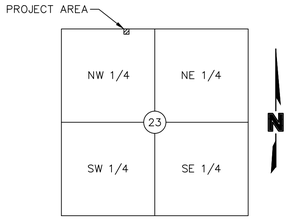
Angela F. Wilt

Notary Public

04/06/2029

Commission Expiration Date

ANGELA F. WILT
Notary Public-Notary Seal
STATE OF MISSOURI
Clay County
My Commission Expires 04/06/2029
Commission # 13692563




LOCATION MAP
SEC. 23, Twp. 49 N., Rge. 32 W.
(N.T.S.)

# INDEPENDENCE CONVENIENCE STORE
# PRELIMINARY DEVELOPMENT PLANS

SECTION 23, TOWNSHIP 49 N, RANGE 32 W
IN INDEPENDENCE, JACKSON COUNTY, MO

## PROJECT TEAM & UTILITY CONTACT LIST

**OWNER/DEVELOPER**
A AND S TRADING LLC
8915 E 87TH STREET
RAYTOWN, MO 64138
CONTACT: MOHAMMAD ASIF
PHONE: 816.726.0652
EMAIL: ASIF9687@YAHOO.COM

**ENGINEER**
OLSSON
1301 BURLINGTON STREET, SUITE 100
NORTH KANSAS CITY, MO 64116
CONTACT: ARMAN ROMANOV, P.E.
PHONE: 816.361.1177
EMAIL: AROMANOV@OLSSON.COM

**SURVEYOR**
J & J SURVEY LLC
8680 N. GREEN HILLS ROAD, SUITE A
KANSAS CITY, MO 64154
CONTACT: STEVEN P. TIMBERLAKE, P.L.S.

**LANDSCAPE ARCHITECT**
OLSSON
1814 MAIN STREET
KANSAS CITY, MO 64108
CONTACT: JACOB HODSON, P.L.A.
PHONE: 816.361.1177
EMAIL: JHODSON@OLSSON.COM

**ARCHITECT**
H2B ARCHITECTS, INC.
209 W 18TH STREET
KANSAS CITY, MO 64108
CONTACT: JASON DALTON
PHONE: 816.979.1803
EMAIL: JDALTON@H2BARCH.COM

**UTILITY CONTACTS**
NAME: CITY OF INDEPENDENCE, MO – COMMUNITY DEVELOPMENT
PHONE: 816–325–7193

NAME: CITY OF INDEPENDENCE, MO – UTILITIES
PHONE: 816–325–7930

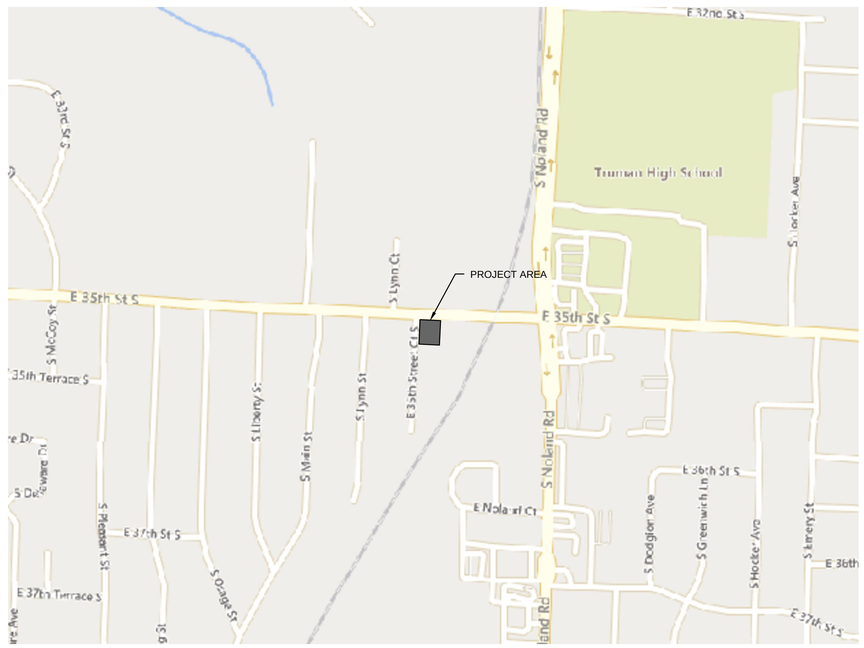
NAME: SPIRE
PHONE: 800–582–1234

NAME: MISSOURI GAS ENERGY
PHONE: 800–582–1234

NAME: EVERGY
PHONE: 816–471–5275

NAME: AT&T
PHONE: 800–464–7928

NAME: SPECTRUM
PHONE: 816–358–8833




## INDEX OF SHEETS

| Sheet Number | Sheet Title |
|---|---|
| C100 | TITLE SHEET |
| C200 | EXISTING CONDITIONS |
| C300 | SITE PLAN |
| C400 | UTILITY PLAN |
| C500 | GRADING PLAN |
| L100 | LANDSCAPE PLAN |
| E100 | LIGHTING PLAN |


olsson
1301 Burlington Street
North Kansas City, MO 64116

olsson.com
TEL 816.361.1177
FAX 816.361.1888

Olsson - Engineering
Missouri COA #001592


STATE OF MISSOURI
ARMAN ROMANOV
NUMBER
PE-2023011038
04/23/25
PROFESSIONAL ENGINEER
NOT APPROVED FOR CONSTRUCTION

REVISIONS

| REV. NO. | DATE | DESCRIPTION | BY |
|---|---|---|---|
| 1 | 04/23/25 | REVISED PER CITY STAFF COMMENTS | |

TITLE SHEET
PRELIMINARY DEVELOPMENT PLAN

INDEPENDENCE CONVENIENCE STORE
13893 EAST 35TH STREET COURT SOUTH

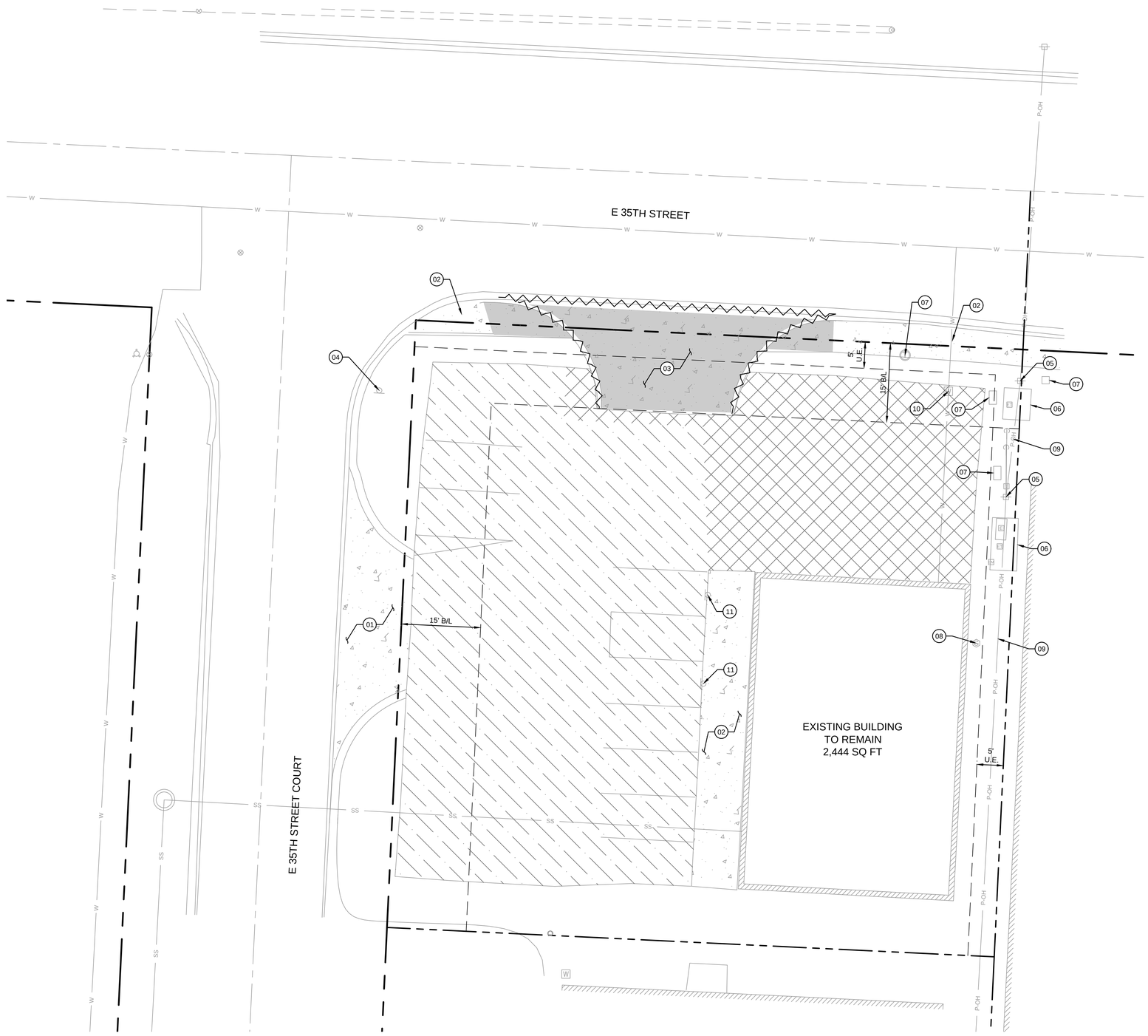
INDEPENDENCE, MO

2025

drawn by: O.S./A.R.
designed by: A.R.
project no.: 025-00456
date: 04.23.2025

SHEET
C100

F:\2025\00001-00500\025-00456\40-design\AutoCAD\preliminary plans\Sheets\SDNIC_TTL01_02500456.dwg
DATE: Apr 23, 2025 1:57pm USER: aromanov




## PLAN LEGEND

- R/W LINE
- PROPERTY BOUNDARY
- SS — EXISTING SANITARY SEWER
- SD — EXISTING STORM SEWER
- W — EXISTING WATER MAIN
- P-OH — EXISTING OVERHEAD POWER LINE
- DEMOLISH EXISTING CURB AND GUTTER
- EXISTING CONCRETE PAVEMENT TO REMAIN
- EXISTING CONCRETE PAVEMENT TO BE DEMOLISHED
- MILL TOP LAYER OF EXISTING ASPHALT PAVEMENT
- EXISTING ASPHALT PAVEMENT TO BE DEMOLISHED

## EASEMENT ABBREVIATIONS LIST

| | |
|---|---|
| B/L | BUILDING SETBACK LINE |
| U.E. | UTILITY EASEMENT |

## PLAN KEYNOTES

01. EXISTING CONCRETE DRIVEWAY TO REMAIN
02. EXISTING CONCRETE SIDEWALK TO REMAIN
03. DEMOLISH EXISTING DRIVEWAY AND ASSOCIATED CURB & GUTTER
04. EXISTING TRAFFIC SIGN TO REMAIN. DO NOT DISTURB
05. EXISTING POWER POLES TO REMAIN. DO NOT DISTURB
06. EXISTING TRANSFORMER/ELECTRIC EQUIPMENT TO REMAIN. DO NOT DISTURB
07. EXISTING ELECTRIC/COMMUNICATION VAULT BOX TO REMAIN. DO NOT DISTURB
08. EXISTING GAS METER TO REMAIN. DO NOT DISTURB
09. EXISTING OVERHEAD POWER LINES TO REMAIN. DO NOT DISTURB
10. EXISTING WATER METER PIT TO REMAIN. DO NOT DISTURB. CONTRACTOR TO PROTECT THE METER PIT AT ALL TIMES
11. EXISTING ADA PARKING SIGNS TO REMAIN

N

0' 5' 10' 20'
SCALE IN FEET

olsson
1301 Burlington Street
North Kansas City, MO 64116
olsson.com
TEL 816.361.1177
FAX 816.361.1888
Olsson - Engineering
Missouri COA #001592

STATE OF MISSOURI
ARMAN ROMANOV
NUMBER
PE-2023011038
PROFESSIONAL ENGINEER
04/23/25
NOT APPROVED FOR CONSTRUCTION

| REV. NO. | DATE | DESCRIPTION | BY |
|---|---|---|---|
| 1 | 04/23/25 | REVISED PER CITY STAFF COMMENTS | |

REVISIONS

EXISTING CONDITIONS
PRELIMINARY DEVELOPMENT PLAN

INDEPENDENCE CONVENIENCE STORE
13893 EAST 35TH STREET COURT SOUTH

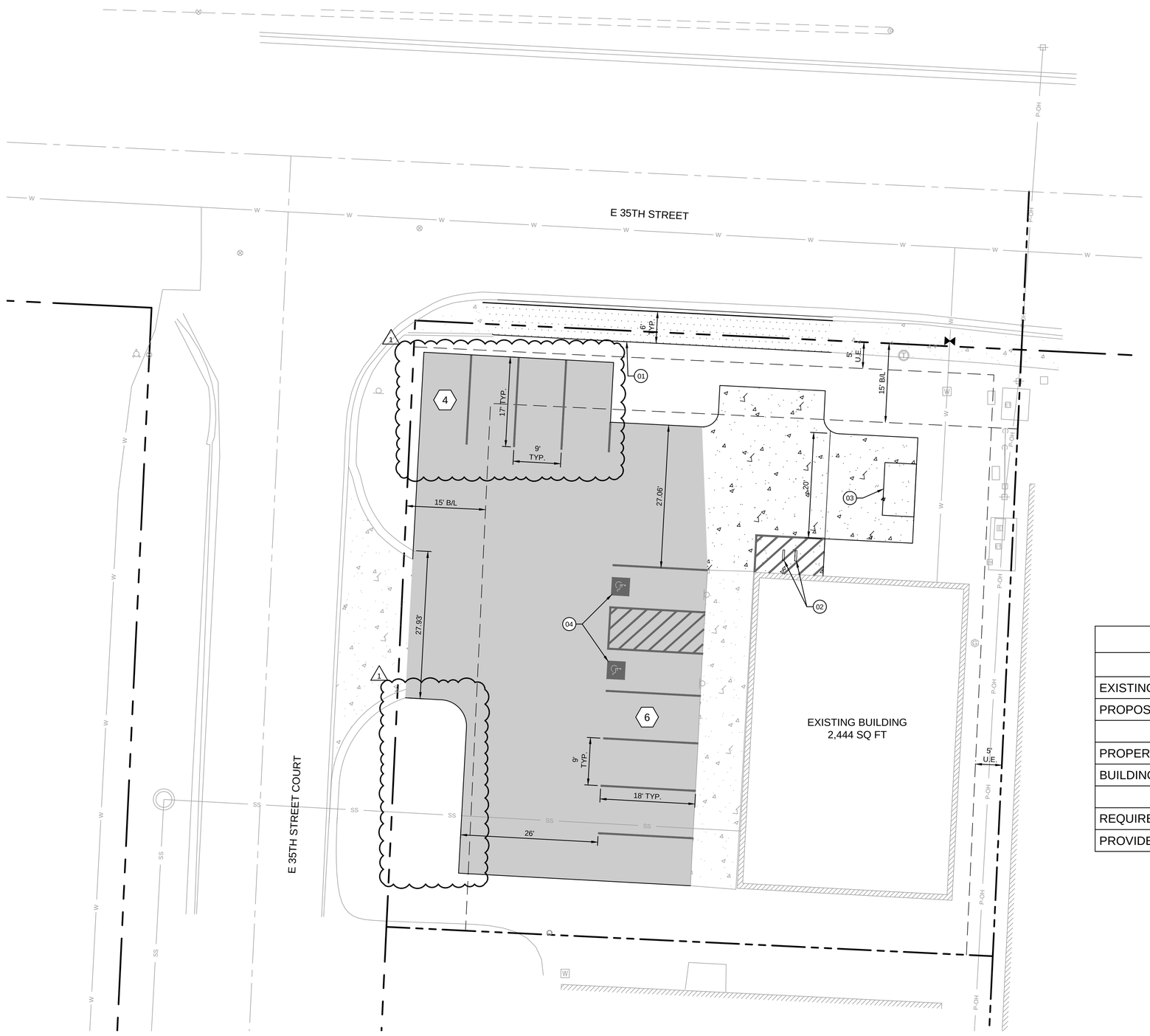
INDEPENDENCE, MO

2025

drawn by: JEQ
designed by: JEQ
project no.: 025-00456
date: 04.23.2025

SHEET
C200

F:\2025\00001-00500\025-00456\40-design\AutoCAD\preliminary plans\Sheets\SDN\C_EXC01_02500456.dwg
DATE: Apr 23, 2025 1:57pm USER: aromanov




## PLAN LEGEND

- R/W LINE
- PROPERTY BOUNDARY
- (1) PARKING STALL COUNT
- OVERLAY EXISTING ASPHALT PAVEMENT
- PROPOSED CONCRETE PAVEMENT
- PROPOSED CONCRETE SIDEWALK

## EASEMENT ABBREVIATIONS LIST

| | |
|---|---|
| B/L | BUILDING SETBACK LINE |
| U.E. | UTILITY EASEMENT |

## PLAN KEYNOTES

01. PROPOSED SIDEWALK
02. PROPOSED BICYCLE PARKING
03. PROPOSED TRASH ENCLOSURE
04. ADA ACCESSIBLE PARKING STALLS

## DEVELOPMENT SUMMARY TABLE

| | |
|---|---|
| **ZONING** | |
| EXISTING | I-1 (INDUSTRIAL) |
| PROPOSED | C-1 (NEIGHBORHOOD COMMERCIAL) |
| **PROPERTY INFORMATION** | |
| PROPERTY AREA | 13,225 SQ FT (0.30 AC.) |
| BUILDING AREA | 2,444 SQ FT |
| **VEHICLE PARKING** | |
| REQUIRED | 10 STALLS (1 ADA) |
| PROVIDED | 10 STALLS (1 ADA) |

N

0' 5' 10' 20'
SCALE IN FEET


olsson

1301 Burlington Street
North Kansas City, MO 64116

olsson.com
TEL 816.361.1177
FAX 816.361.1888

Olsson - Engineering
Missouri COA #001592


STATE OF MISSOURI
ARMAN ROMANOV
NUMBER
PE-2023011038
PROFESSIONAL ENGINEER
04/23/25
NOT APPROVED FOR CONSTRUCTION

REVISIONS

| REV. NO. | DATE | DESCRIPTION | BY |
|---|---|---|---|
| 1 | 04/23/2025 | CITY REVIEW - PER CITY STAFF COMMENTS | |

SITE PLAN
PRELIMINARY DEVELOPMENT PLAN

INDEPENDENCE CONVENIENCE STORE
13893 EAST 35TH STREET COURT SOUTH

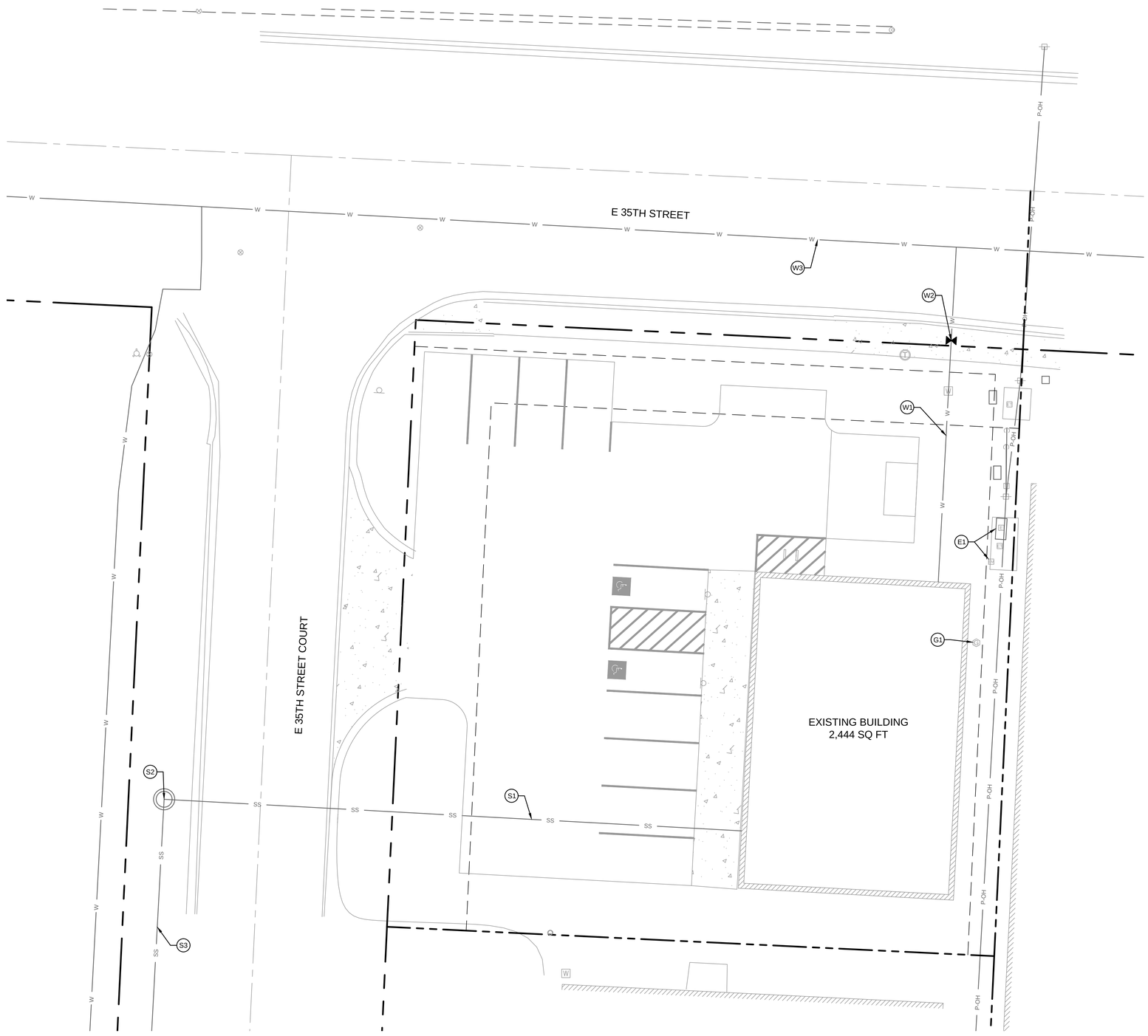
INDEPENDENCE, MO

2025

drawn by: JEO
designed by: JEO
project no.: 025-00456
date: 04.23.2025

SHEET
C300

F:\2025\00001-00500\025-00456\40-design\AutoCAD\preliminary plans\Sheets\SDNIC_SIT01_02500456.dwg
DATE: Apr 23, 2025 1:57pm USER: aromanov




## PLAN LEGEND

- R/W LINE
- PROPERTY BOUNDARY
- SS — EXISTING SANITARY SEWER
- SD — EXISTING STORM SEWER
- W — EXISTING WATER MAIN
- P-OH — EXISTING OVERHEAD POWER LINE

## UTILITY KEYNOTES

ELECTRICAL

E1. EXISTING AND ACTIVE ELECTRICAL SERVICE TO THE EXISTING BUILDING. SERVICE TO REMAIN IN PLACE.

WATER

W1. EXISTING AND ACTIVE DOMESTIC WATER SERVICE TO THE EXISTING BUILDING. SERVICE TO REMAIN IN PLACE. EXISTING SERVICE IS 3/4" COPPER PIPE.

W2. INSTALL 3/4" GATE VALVE. CONTRACTOR TO REMOVE AND RESTORE SIDEWALK AS NEEDED.

W3. EXISTING PUBLIC WATER MAIN. UTILITY LOCATION SHOWN IS APPROXIMATE.

SANITARY SEWER

S1. EXISTING AND ACTIVE SANITARY SEWER SERVICE TO THE EXISTING BUILDING. SERVICE TO REMAIN IN PLACE. UTILITY LOCATION SHOWN IS APPROXIMATE.

S2. EXISTING 48" DIA. INSIDE SANITARY SEWER MANHOLE.

S3. EXISTING 8" PUBLIC SANITARY SEWER PIPE.

GAS

G1. EXISTING AND ACTIVE NATURAL GAS SERVICE TO THE EXISTING BUILDING. SERVICE TO REMAIN IN PLACE.

0' 5' 10' 20'
SCALE IN FEET


olsson

1301 Burlington Street
North Kansas City, MO 64116

olsson.com
TEL 816.361.1177
FAX 816.361.1888

Olsson - Engineering
Missouri COA #001592


STATE OF MISSOURI
ARMAN ROMANOV
NUMBER
PE-2023011038
PROFESSIONAL ENGINEER
04/23/25
NOT APPROVED FOR CONSTRUCTION

| REV. NO. | DATE | DESCRIPTION | BY |
|---|---|---|---|
| 1 | 04/23/25 | REVISED PER CITY STAFF COMMENTS | |

REVISIONS

UTILITY PLAN
PRELIMINARY DEVELOPMENT PLAN

INDEPENDENCE CONVENIENCE STORE
13893 EAST 35TH STREET COURT SOUTH

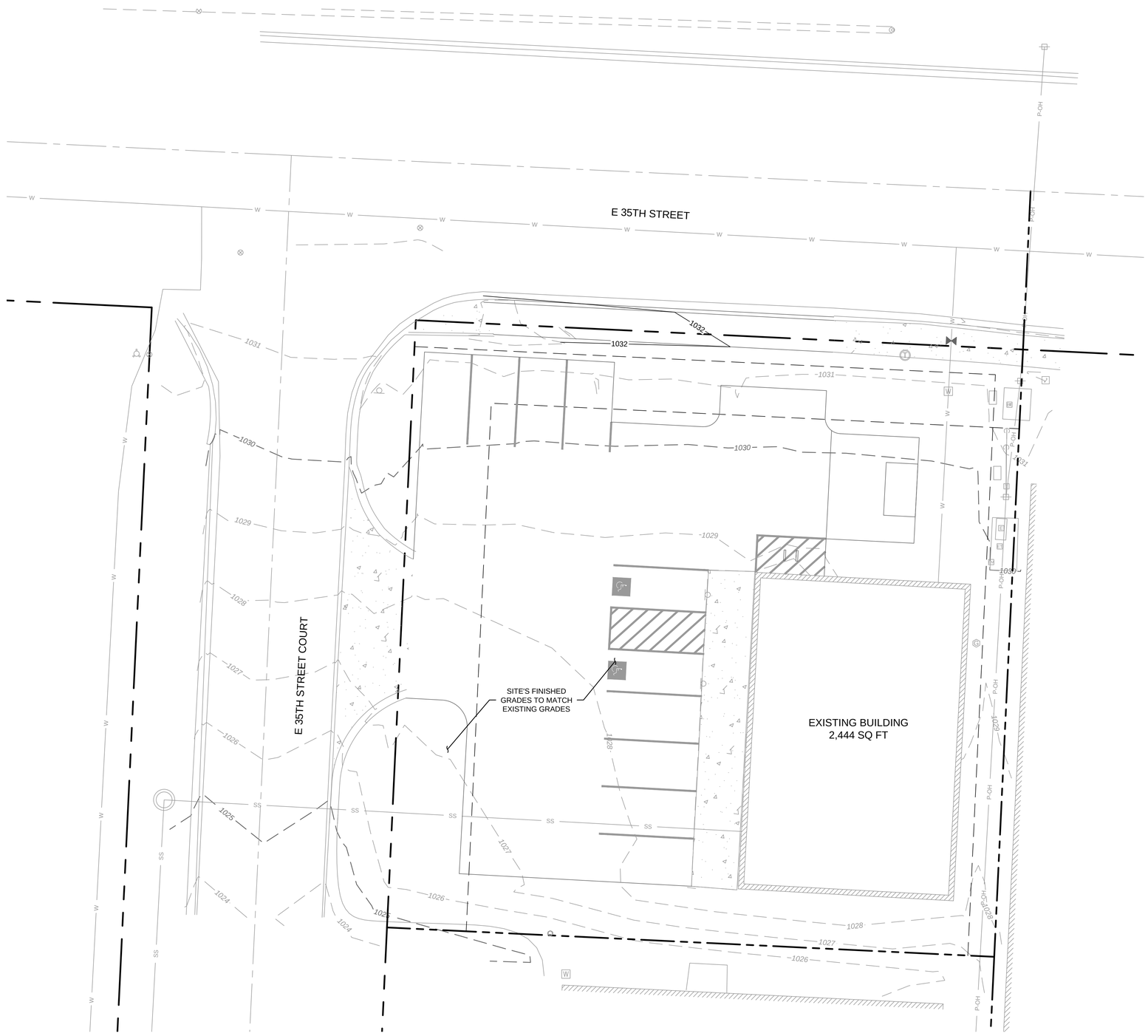
INDEPENDENCE, MO

2025

drawn by: JEQ
designed by: JEQ
project no.: 025-00456
date: 04.23.2025

SHEET
C400

F:\2025\00001-00500\025-00456\40-design\AutoCAD\preliminary plans\Sheets\SDNIC_UTL01_02500456.dwg
DATE: Apr 23, 2025 1:58pm USER: aromanov




## PLAN LEGEND

- R/W LINE
- PROPERTY BOUNDARY
- 700 EXISTING GRADE MAJOR CONTOUR
- 701 EXISTING GRADE MINOR CONTOUR
- 700 FINISHED GRADE MAJOR CONTOUR
- 701 FINISHED GRADE MINOR CONTOUR

N

0' 5' 10' 20'
SCALE IN FEET


olsson

1301 Burlington Street
North Kansas City, MO 64116

olsson.com
TEL 816.361.1177
FAX 816.361.1888

Olsson - Engineering
Missouri COA #001592


STATE OF MISSOURI
ARMAN ROMANOV
NUMBER
PE-2023011038
PROFESSIONAL ENGINEER
04/23/25
NOT APPROVED FOR CONSTRUCTION

| REV. NO. | DATE | DESCRIPTION | BY |
|---|---|---|---|
| 1 | 04/23/25 | REVISED PER CITY STAFF COMMENTS | |

REVISIONS

GRADING PLAN
PRELIMINARY DEVELOPMENT PLAN

INDEPENDENCE CONVENIENCE STORE
13893 EAST 35TH STREET COURT SOUTH

INDEPENDENCE, MO

2025

drawn by: OS
designed by: JH
project no.: 025-00456
date: 04.23.2025

SHEET
C500

F:\2025\00001-00500\025-00456\40-design\AutoCAD\preliminary plans\Sheets\SDN\C_GRD01_02500456.dwg
DATE: Apr 23, 2025 1:58pm USER: aromanov

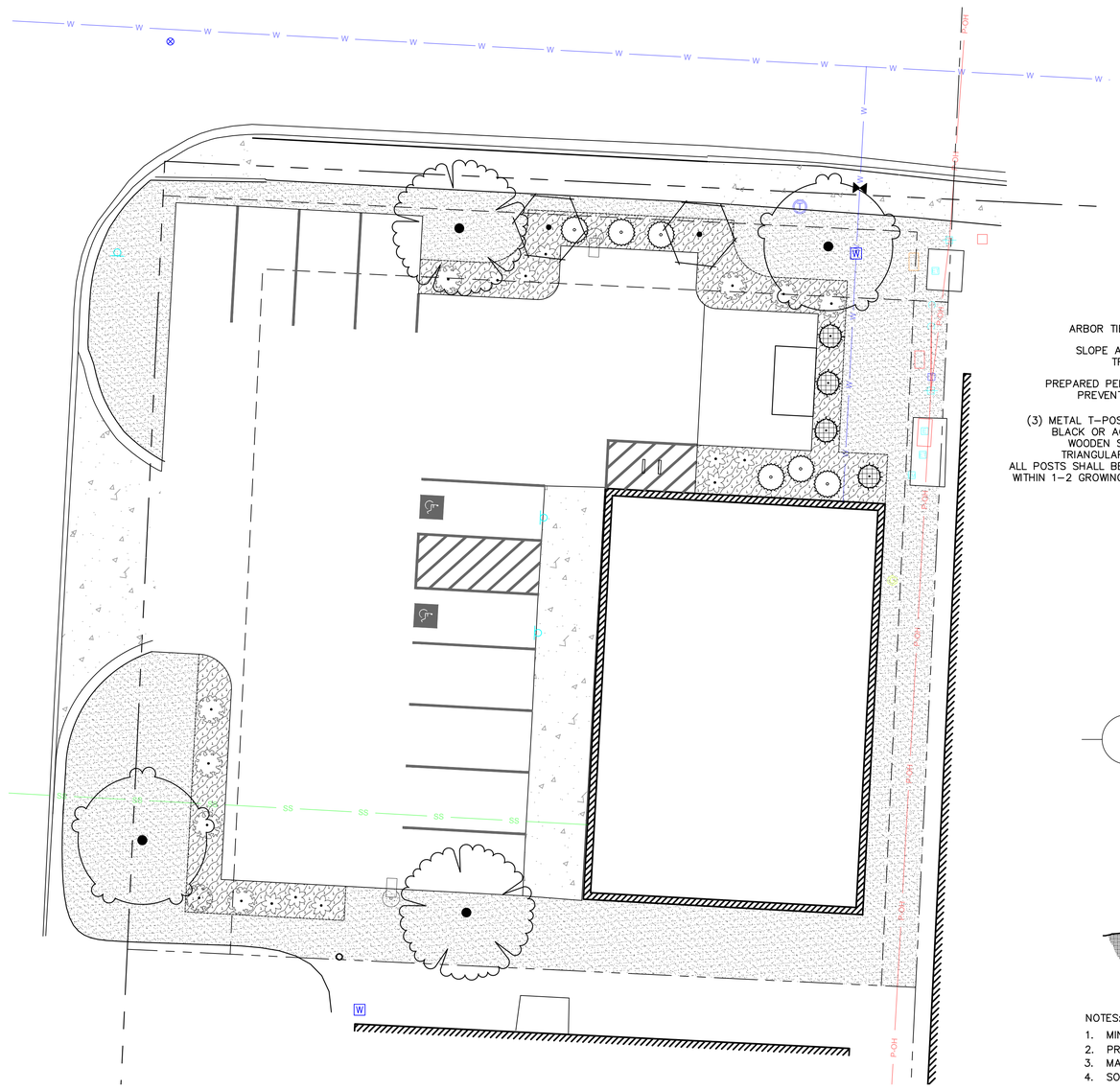
| LANDSCAPE CALCULATIONS | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| TOTAL LOT AREA (SF) | PARKING SPACES | LANDSCAPE AREA (SF) | PARKING LOT AREA (SF) | LANDSCAPE AREA % | R/W LENGTH (LF) | | (1) STREET TREES | (2) LANDSCAPE STRIP BETWEEN PARKING LOT AND LOT LINE | (3) PARKING LOT PERIMETER TREES | (4) PARKING PERIMETER SHRUBS | (5) LANDSCAPE OPEN SPACE (%) | (6) BUFFER YARD |
| 13,225 | 10 | 4,537 | 8,688 | 52.22% | 193 | REQUIRED | 5 | 10' | 6 | 18 | 17% | LOW |
| | | | | | | PROVIDED | 5 | 10' Avg. | 6 | 18 | | LOW |

| LANDSCAPE REQUIREMENTS DESCRIPTIONS |
|---|
| (1) A MINIUM OF ONE (1) STREET TREE IS REQUIRED FOR EVERY 40' OF PUBLIC OR PRIVATE STREET FRONTAGE (14-503-02-D) |
| (2) ANY PARKING LOT SHALL HAVE A LANDSCAPE STRIP AT LEAST 10' WIDE (14-503-05-B) |
| (3) ANY PARKING LOT SHALL BE PLANTED WITH 1 TREE PER 40 LF OF PARKING LOT PERIMETER (14-503-05-C) |
| (4) ANY PARKING LOT SHALLL BE PLANTED WITH THREE (3) SHRUB FOR EVERY 40 LF OF PARKING LOT PERIMETER (14-503-05-C) |
| (5) AT LEAST 20% OF THE AREA WITHIN 20' OF THE PERIMETER OF ALL BUILDINGS SHALL BE LANDSCAPED OPEN SPACE (14-503-04-B) |
| (6) OPEN SCREENING MUST PROVIDE AN ATTRACTIVE TRANSITION BETWEEN ZONING DISTRICTS (14-503-07) |

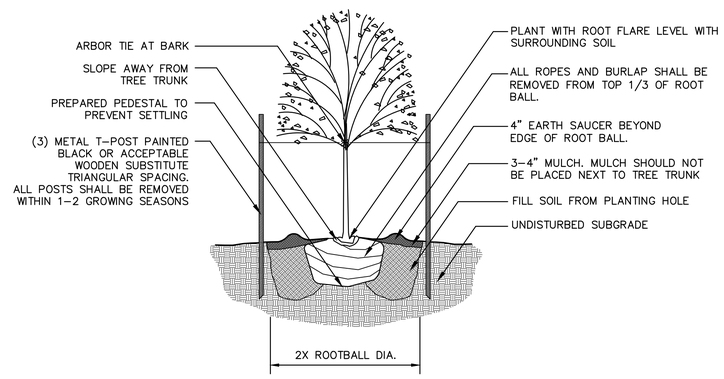
## PLANT SCHEDULE

| SYMBOL | CODE | QTY | BOTANICAL / COMMON NAME | SIZE | CONT. |
|---|---|---|---|---|---|
| TREES | | | | | |
| | AA | 2 | AMELANCHIER ARBOREA<br>DOWNY SERVICEBERRY | 2" CAL | B&B |
| | JT | 4 | JUNIPERUS VIRGINIANA `TAYLOR`<br>TAYLOR EASTERN REDCEDAR | 5-6' HT | B&B |
| | TC | 2 | TILIA CORDATA<br>LITTLELEAF LINDEN | 2" CAL | B&B |
| | UL | 2 | ULMUS AMERICANA 'LIBERTY'<br>LIBERTY AMERICAN ELM | 2" CAL | B&B |
| SHRUBS | | | | | |
| | JO | 9 | JUNIPERUS VIRGINIANA 'GREY OWL'<br>GREY OWL EASTERN REDCEDAR | 3 GAL | |
| | PK | 9 | PHYSOCARPUS OPULIFOLIUS `SMPOTW` TINY WINE<br>TINY WINE NINEBARK | 3 GAL | |
| | TD | 6 | TAXUS X MEDIA 'DENSIFORMIS'<br>DENSE ANGLO-JAPANESE YEW | 3 GAL | |

| SYMBOL | CODE | QTY | BOTANICAL / COMMON NAME |
|---|---|---|---|
| GROUND COVERS | | | |
| | HM | 670 SF | HARDWOOD MULCH |
| | TS | 3,584 SF | TURF SOD<br>DROUGHT TOLERANT FESCUE BLEND |

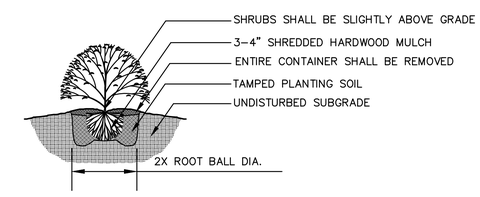


NOTES:
1. ALL DISTURBED AREA NOT OTHERWISE SPECIFIED WITH GROUNDCOVER SHALL BE PLANTED WITH TURF SEED – DROUGHT TOLERANT DWARF FESCUE BLEND.
2. PLANTING BEDS AND TREE PLANTING AREAS SHALL RECEIVE BROWN HARDWOOD MULCH AT A DEPTH OF 3" WITH SHOVEL–CUT EDGE .
3. LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL QUANTITIES SHOWN ON THESE PLANS BEFORE PRICING THE WORK. ANY DIFFERENCE IN QUANTITIES SHOULD BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT FOR CLARIFICATION.
4. CONTRACTOR SHALL REFER TO ENGINEERING DRAWINGS FOR ANY AND ALL EXISTING AND/OR PROPOSED UTILITIES. IF THERE ARE ANY DISCREPANCIES, CONFLICTS AND/OR DEVIATIONS BETWEEN THE LANDSCAPE DRAWINGS AND THE EXISTING OR PROPOSED CONDITIONS, THE CONTRACTOR IS TO CONTACT THE LANDSCAPE ARCHITECT IMMEDIATELY.
5. ALL UNDERGROUND UTILITIES ARE TO BE FIELD–VERIFIED PRIOR TO COMMENCEMENT OF WORK.
6. LANDSCAPE CONTRACTOR SHALL SUBMIT SPECIFICATIONS OF SEED, SOIL, AND MULCH, AND REPRESENTATIVE PHOTOS OF TREES AND SHRUBS, TO LANDSCAPE ARCHITECT FOR REVIEW AND ACCEPTANCE PRIOR TO COMMENCEMENT OF WORK. SUBSTITUTIONS MUST BE APPROVED BY LANDSCAPE ARCHITECT.
7. INSTALLATION OF LANDSCAPING SHALL TAKE PLACE DURING EITHER THE SPRING (MARCH 15 – JUNE 15) OR FALL (SEPTEMBER 15–OCTOBER 15) PLANTING SEASON AND WITH WATER AVAILABLE FOR IRRIGATION PURPOSES.
8. IF UNDERGROUND OBSTRUCTIONS ARE ENCOUNTERED IN EXCAVATION FOR PLANTING OF TREES OR SHRUBS, NOTIFY LANDSCAPE ARCHITECT IMMEDIATELY. NEW LOCATIONS MAY BE SELECTED BY LANDSCAPE ARCHITECT OR INSTRUCTIONS MAY BE ISSUED TO DIRECT REMOVAL OF OBSTRUCTIONS. PROCEED WITH WORK ONLY AFTER APPROVAL OF LANDSCAPE ARCHITECT.
9. LANDSCAPE CONTRACTOR SHALL REMOVE ALL CONSTRUCTION DEBRIS AND MATERIALS INJURIOUS TO PLANT GROWTH FROM PLANTING PITS AND BEDS PRIOR TO BACKFILLING WITH PLANTING MIX.
10. A PRE–EMERGENT HERBICIDE SHALL BE APPLIED TO ALL PLANTING BEDS PRIOR TO THE INSTALLATION OF ANY PLANT MATERIAL.
11. BACKFILL ALL PLANTING BEDS TO A MINIMUM 12–INCH DEPTH WITH PLANTING SOIL MIX. PLANTING SOIL MIX SHALL CONSIST OF ONE (1) PART PERLITE, ONE (1) PART PEAT MOSS, AND TWO (2) PARTS CLEAN LOAM TOPSOIL. THOROUGHLY MIX PLANTING SOIL COMPONENTS PRIOR TO PLACEMENT. ALL LANDSCAPE AREAS SHALL BE UNIFORMLY GRADED SO THAT FINISHED SURFACES CONFORM TO THE TYPICAL SECTIONS AND PROPOSED GRADES SHOWN. FINISHED SURFACES SHALL BE REASONABLY SMOOTH, COMPACTED AND FREE FROM IRREGULAR SURFACE DRAINAGE. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ESTABLISHING THE FINISH GRADE AND SHALL BEAR FINAL RESPONSIBILITY FOR PROPER SURFACE DRAINAGE OF PLANTED AREAS.
12. LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR WATERING AND GENERAL HEALTH OF ALL PLANT MATERIALS UNTIL FINAL ACCEPTANCE. ANY MATERIAL WHICH DIES PRIOR TO ACCEPTANCE OF WORK SHALL BE PROMPTLY REMOVED AND REPLACED.
13. LANDSCAPE BEDS SHALL BE FREE OF WEEDS AND VOLUNTEER PLANT MATERIAL.
14. LANDSCAPE CONTRACTOR SHALL COMPLETELY GUARANTEE ALL WORK FOR A PERIOD OF ONE YEAR BEGINNING AT THE DATE OF ACCEPTANCE. CONTRACTOR WILL MAKE ALL REPLACEMENTS PROMPTLY UNDER THIS GUARANTEE (AS PER DIRECTION OF OWNER).




NOTES:
1. DO NOT ALLOW AIR POCKETS TO FORM WHEN BACKFILLING
2. IN AREAS OF TURF, SURROUND BED WITH 6' DIAMETER OF MULCH

## 1 Deciduous Tree Planting Detail
not to scale




NOTES:
1. MINIMUM ROOT SPREAD TO BE IN ACCORDANCE WITH ANLA STANDARDS
2. PRUNE DAMAGED LIMBS OR ROOTS AFTER INSTALLATION
3. MAKE SURE ROOTS DO NOT DRY OUT DURING INSTALLATION
4. SOAK GENEROUSLY TO COMPACT AND SETTLE

## 2 Shrub Planting Detail
not to scale


olsson
1301 Burlington Street
North Kansas City, MO 64116
olsson.com
TEL 816.361.1177
FAX 816.361.1888
Olsson - Engineering
Missouri COA #001592


STATE OF MISSOURI
JACOB HODSON
NUMBER PLA-2023000549
PROFESSIONAL LANDSCAPE ARCHITECT
PRELIMINARY
NOT APPROVED FOR CONSTRUCTION

| REV. NO. | DATE | DESCRIPTION | BY |
|---|---|---|---|
| 1 | 04/23/25 | REVISED PER CITY STAFF COMMENTS | |

REVISIONS

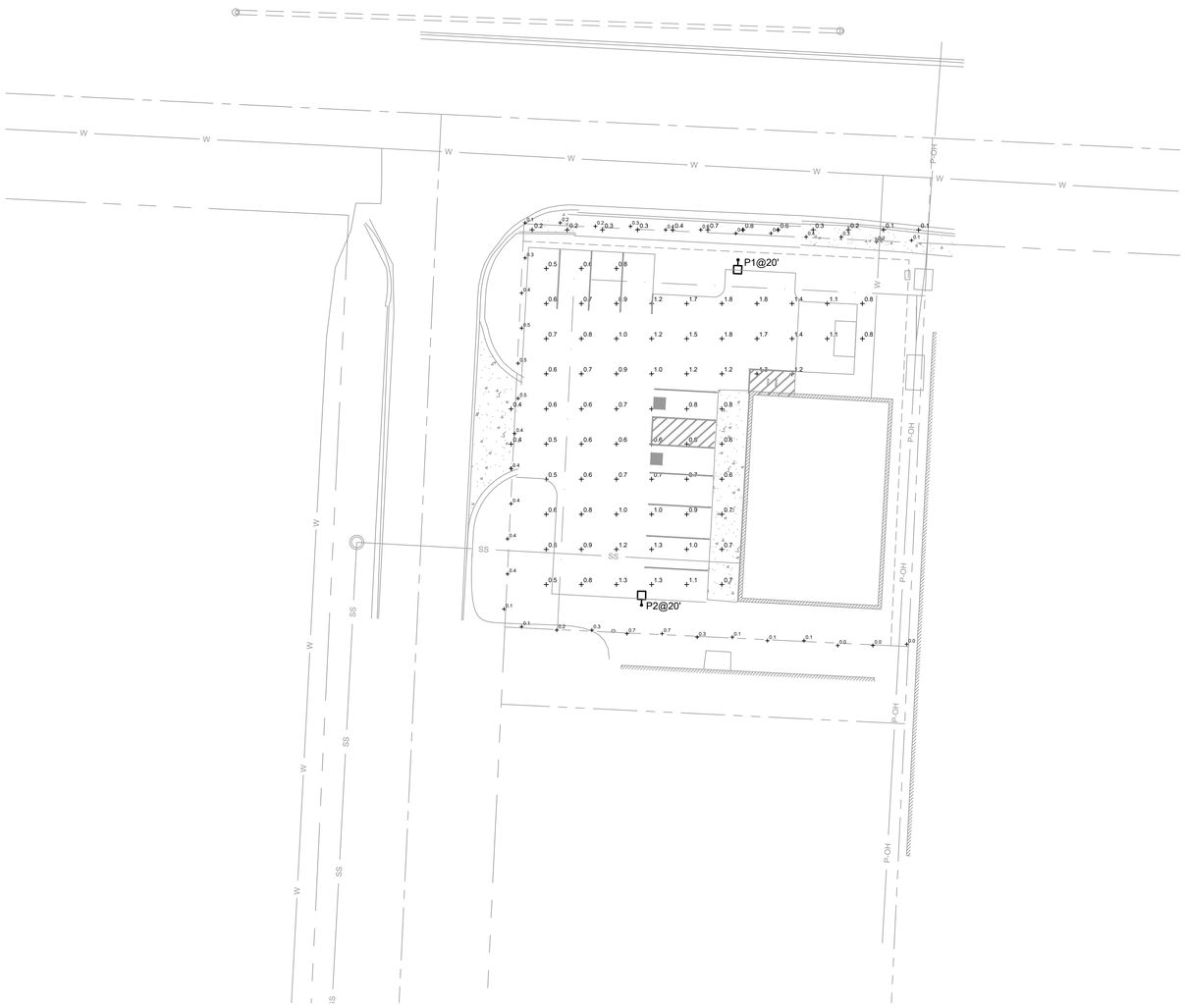
LANDSCAPE PLAN
PRELIMINARY DEVELOPMENT PLAN

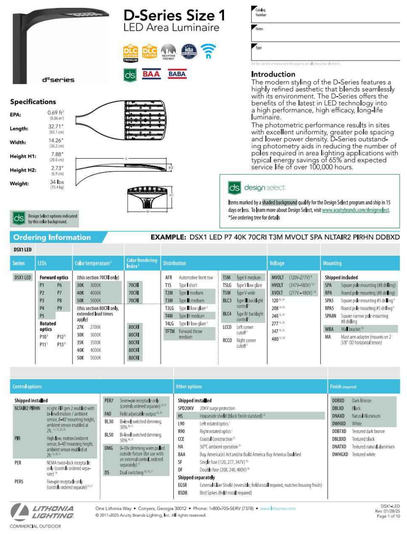
INDEPENDENCE CONVENIENCE STORE
13893 EAST 35TH STREET COURT SOUTH
INDEPENDENCE, MO
2025

drawn by: JEO
designed by: JEO
project no.: 025-00456
date: 04.23.2025

SHEET
L100

F:\2025\00001-00500\025-00456\40-design\AutoCAD\preliminary plans\Sheets\SDN\C_LSC01_02500456.dwg
DATE: Apr 24, 2025 9:04am USER: jhodson



D-Series Size 1
LED Area Luminaire

Specifications

EPA: 0.69 ft² (0.06 m²)
Length: 32.75" (83.2 cm)
Width: 14.26" (36.2 cm)
Height H1: 7.88" (20.0 cm)
Height H2: 2.73" (6.9 cm)
Weight: 34 lbs (15.4 kg)

Introduction

The modern styling of the D-Series features a highly refined aesthetic that blends seamlessly with its environment. The D-Series offers the benefits of the latest in LED technology, into a high performance, high efficacy, long-life luminaire.

The photometric performance results in sites with excellent uniformity, greater pole spacing and lower power density. D-Series outstanding photometry aids in reducing the number of poles required in area lighting applications with typical energy savings of 65% and expected service life of over 100,000 hours.

Ordering Information

EXAMPLE: DSX1 LED P7 40K 70CRI T3M MVOLT SPA NLTAIR2 PIRHN DDBXD

DSX1 LED

| Series | LEDs | Color temperature* | Color Rendering Index | Distribution | Voltage | Mounting |
|---|---|---|---|---|---|---|
| DSX1 LED | **Forward optics** P1 P6 P2 P7 P3 P8 P4 P9 P5 **Rotated optics** P10[1] P12[1] P11[1] P13[1] | (this section 70CRI only) 30K 3000K 40K 4000K 50K 5000K (this section 30CRI only, extended lead times apply) 27K 2700K 30K 3000K 35K 3500K 40K 4000K 50K 5000K | 70CRI 70CRI 70CRI AMBER AMBER AMBER AMBER AMBER | AFR Automotive front row T15 Type R short T3M Type R medium T3W Type R wide T15S Type R short w/ glare T4M Type R medium T4WQ Type R wide quad T4FT Forward throw medium | T5M Type V medium T5GZ Type V Wide glare T5VW Type V wide BLC3 Type 3 backlight control BLC4 Type 4 backlight control LCCO Left corner cutoff RCCO Right corner cutoff | MVOLT 120V-277V[2,3] HVOLT 347V-480V[2,3] XVOLT 277V-480V[2,3] SPA Square pole mounting (4.0" O.D. tenon) RPA Round pole mounting (4.0" O.D. tenon) SPA2 Square pole mounting (2 at 180°) RPA2 Round pole mounting (2 at 180°) SPA90 Square narrow pole mounting (4.0" O.D.) WBA Wall bracket[4] BA Wall arm adapter (mounts on 2.375" O.D. horizontal tenon) |

| Controls/Options | | |
|---|---|---|
| **Shipped installed** | | |
| NLTAIR2 PIRHN | Single NLTAIR2 PIR 2 mode/dim sensor, factory preset for most common applications (see NLTAIR2 sensor spec sheet for mounting height, ambient sensor enabled at 25, 1-10V) 5,6 | PEDU Emergency battery pack (consult factory for availability) 7,8 |
| PIR | High bay motion/ambient sensor, 8-40' mounting height, ambient sensor enabled at 25, 1-10V 5,6 | PER Photocell, factory installed[5] |
| PER | NEMA twist-lock receptacle only (cover ship loose) 9 | BL30 Dim to 30% on 1st level of switched dimming circuit[10] |
| PER5 | Receptacle only (cover ship loose) 9,11 | BL50 Dim to 50% on 1st level of switched dimming circuit[10] |
| | | DMG 0-10V dimming wires pulled to outside fixture (for use with an external control, ordered separately) 5 |
| | | DS Dual switching 5,12,13 |

| Other options | |
|---|---|
| **Shipped installed** | |
| SPD20KV 20kV surge protection | |
| HS Houseside shield (Black finish standard)[14] | |
| LNS Left oriented optics 5 | |
| RNS Right oriented optics 5 | |
| CCE Coastal Construction[15] | |
| HA 50°C ambient operation[16] | |
| BAA Buy American Act-article (Build America, Buy America-Qualified) | |
| SF Single fuse (120, 277, 347V)[17] | |
| DF Double fuse (208, 240, 480V)[17] | |
| **Shipped separately** | |
| BS30 External glare shield (mounts to fixture, field install required, matches housing finish) | |
| BS30R Third Spoiler (field install required) | |

| Finish (required) | |
|---|---|
| DDBXD Dark Bronze | |
| DBLXD Black | |
| DNAXD Natural Aluminum | |
| DWHXD White | |
| DDBTXD Textured dark bronze | |
| DBLBXD Textured black | |
| DNATXD Textured natural aluminum | |
| DWHGXD Textured white | |

LITHONIA LIGHTING
COMMERCIAL OUTDOOR

One Lithonia Way • Conyers, Georgia 30012 • Phone: 1-800-705-SERV (7378) • www.lithonia.com
© 2011-2025 Acuity Brands Lighting, Inc. All rights reserved.

DSX1 LED
Revision: 04-23-25
Page 1 of 10

| Schedule | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Symbol | LABEL | QTY | Manufacturer | Catalog | Description | Number Lamps | System Watts | LLF |
| | P1 | 1 | LITHONIA LIGHTING | DSX1 LED P1 30K 70CRI T3M | PREVAIL AREA AND ROADWAY LUMINAIRE (2) 70 CRI, 4000K, 530mA LIGHT ENGINES WITH 30 LEDS AND FORWARD THROW OPTICS | 1 | 51 | 0.7 |
| | P2 | 1 | LITHONIA LIGHTING | DSX1 LED P1 30K 70CRI TFTM | PREVAIL AREA AND ROADWAY LUMINAIRE (2) 70 CRI, 4000K, 530mA LIGHT ENGINES WITH 30 LEDS AND FORWARD THROW OPTICS | 1 | 51 | 0.7 |

| Statistics | | | | | | |
|---|---|---|---|---|---|---|
| Description | Symbol | Avg | Max | Min | Max/Min | Avg/Min |
| PARKING | + | 0.9 fc | 1.8 fc | 0.4 fc | 4.5:1 | 2.3:1 |
| PROPERTY LINE | + | 0.3 fc | 0.8 fc | 0.0 fc | N/A | N/A |
| PROPOSED SIDEWALK | + | 0.4 fc | 0.8 fc | 0.1 fc | 8.0:1 | 4.0:1 |

1 / 100 SITE LIGHTING PHOTOMETRICS
SCALE: 1" = 30'-0"

C:\Temp\AcPublish_50160\E_NSITE01_02500456.dwg
DATE: Apr 23, 2025 10:47am USER: eritzdorf


olsson
1301 Burlington Street
North Kansas City, MO 64116
olsson.com
TEL 816.361.1177
FAX 816.361.1888
Olsson - Engineering
Missouri COA #001592


STATE OF MISSOURI
KATLYN COLLIER
NUMBER
PE-2021046167
04/23/2025
PROFESSIONAL ENGINEER

| REV. NO. | DATE | DESCRIPTION | BY |
|---|---|---|---|
| 1 | 04/23/25 | REVISED PER CITY STAFF COMMENTS | |

REVISIONS

LIGHTING PLAN
PRELIMINARY DEVELOPMENT PLAN

INDEPENDENCE CONVENIENCE STORE
13893 EAST 35TH STREET COURT SOUTH

INDEPENDENCE, MO

2025

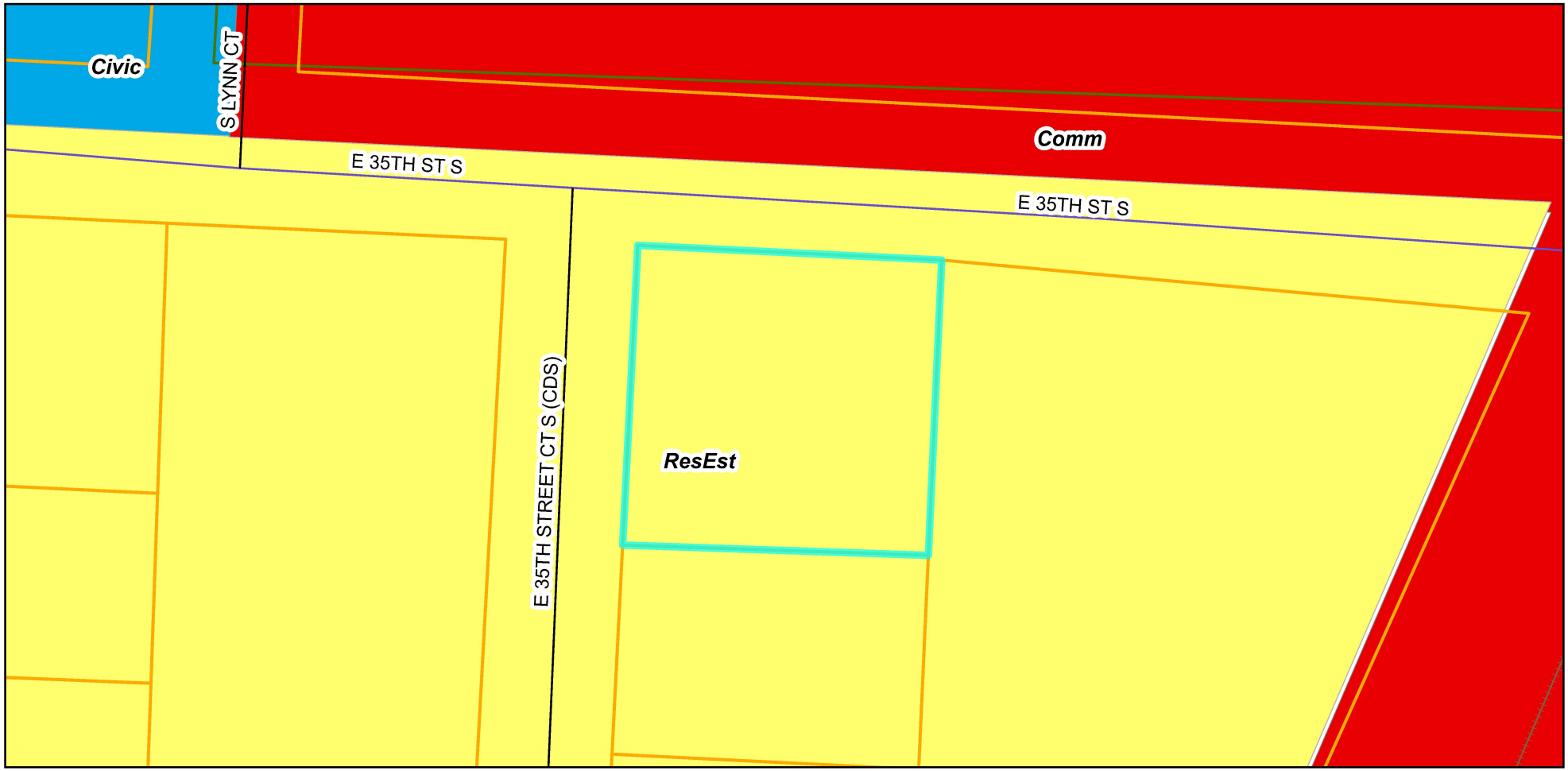
drawn by: JEQ
designed by: JEQ
project no.: 025-00456
date: 04.23.2025

SHEET
E100

# Comprehensive Plan

13893 E 35th St Ct S

Case #25-200-01




**Legend**

Parcels

Comprehensive Plan

- Residential Neighborhoods
- Community Commercial
- Civic / Public

N

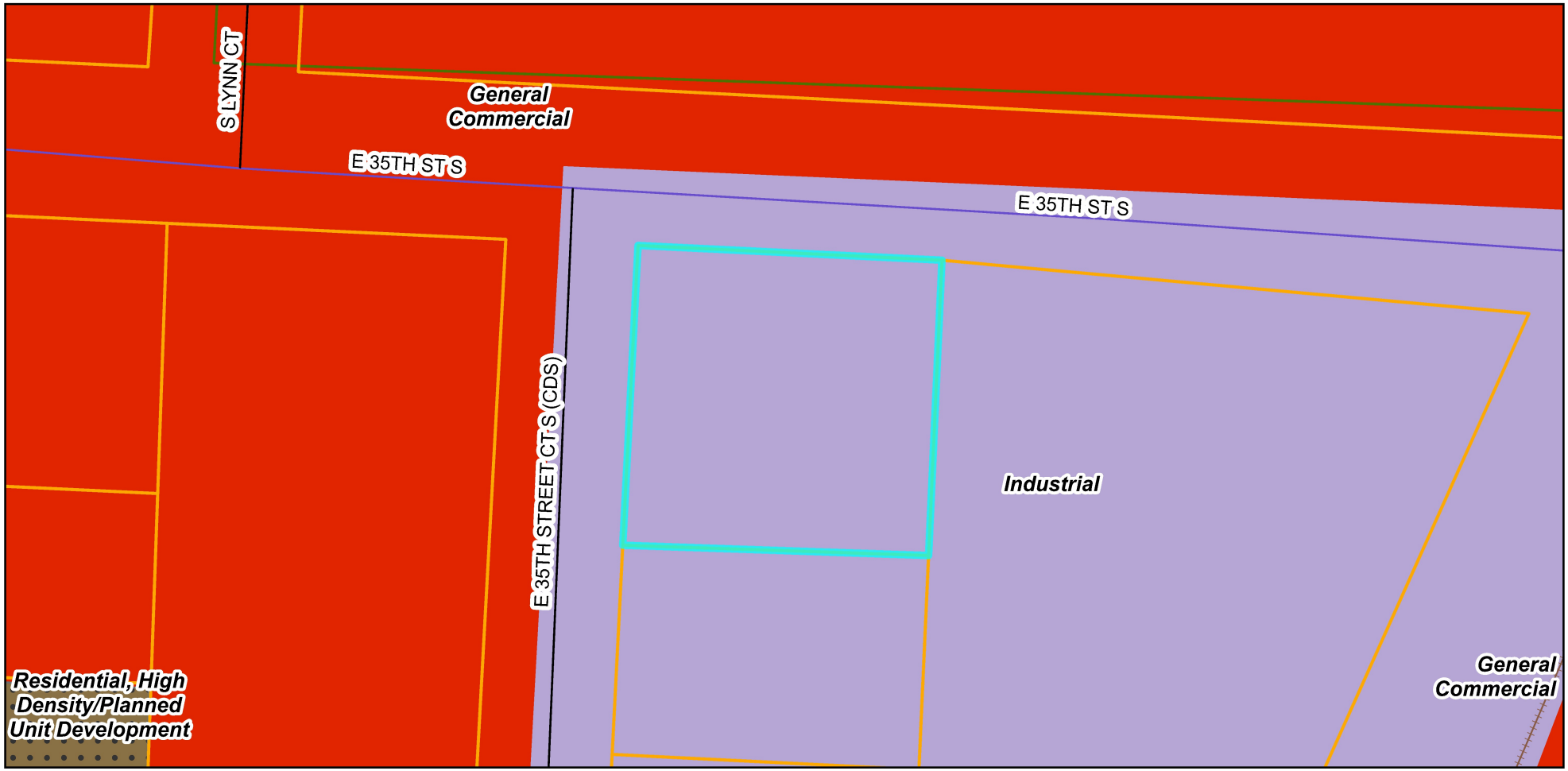
0 50 100 200 Feet

Prepared For: Planning Commission
Meeting Date: May 13, 2025

# Zoning Map

13893 E 35th St Ct S

Case #25-200-01




**Legend**

Parcels

Zoning District

- C-2
- I-1
- R-30/PUD

N

0 50 100 200 Feet

Prepared For: Planning Commission
Meeting Date: May 13, 2025

INDEPENDENCE
MISSOURI
A GREAT AMERICAN STORY

# Planning Commission Minutes

**May 13, 2025 6:00 PM**

**City Hall, 111 E. Maple Avenue (Ground Floor), Council Chambers**

**CALL TO ORDER**

A meeting of the Planning Commission was held at 6:00 PM on 5/13/2025, in the 111 E Maple Avenue, Independence, MO 64050. The meeting was called to order.

**ROLL CALL**

Upon roll call, the following members were present - Laurie Dean Wiley, Dan O'Neill, Virginia Ferguson, Jose Torres, Michael Young. Absent - Eric Ashbaugh, Edward Nesbitt.

**CONSENT AGENDA**

The Consent Agenda consists of routine items of business to be acted upon by the Planning Commission with little or no public discussion. The staff or committee recommendation for each item is included in the Planning Commission packet. Any item may be removed by a commissioner or staff member to become part of the regular agenda.

1. **Planning Commission Minutes – April 29, 2025**

**Motion**

Commissioner Dan O'Neill made a motion to approve the Consent Agenda. Commissioner Michael Young seconded the motion. The motion was approved Yes 5, No 0, Abstained 0.

**PUBLIC HEARINGS**

1. **Case 25-100-02 – Rezoning – 13893 E 35th Street Ct S –** A request by Noland Market to rezone the subject property from I-1 (Industrial) to C-2 (General Commercial).

Brian Harker noted this case is being presented with the second Case 25-200-01.

**Staff Presentation**
Mr. Harker presented the cases. Mr. Harker presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses. Mr. Harker reviewed the conditions of approval.

**Applicant Comments**
Jacob with Olsson Associates, 1301 Burlington Street, Kansas City, stated he's available for any questions.

**Public Comments**
No public comments.

**Commissioner Comments**
Chairwoman Wiley stated she thinks this will be a great addition to the neighborhood.

In response to Commissioner Ferguson's question, Mr. Harker explained where the entrances will be located.

**Motion**
Commissioner Michael Young made a motion to approve the case. Commissioner Jose Torres seconded the motion. The motion was approved Yes 5, No 0, Abstained 0.

2. **Case 25-200-01 – Special Use Permit – 13893 E. 35th Street Ct S** – A request by Noland Market to operate a convenience store.

**Motion**
Commissioner Dan O'Neill made a motion to approve the case. Commissioner Virginia Ferguson seconded the motion. The motion was approved Yes 5, No 0, Abstained 0.

3. **Case 25-810-01 - Preliminary Development Plan – 1550 S. Noland Road** – A request by Cable-Dahmer/Crash Champions for Preliminary Development Plan approval for a body shop.

**Staff Presentation**
Mr. Harker presented the case. Mr. Harker presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses. Mr. Harker reviewed the conditions of approval.

**Applicant Comments**
Robert Merritt, 1200 E. 104th Street, Kansas City, stated the configuration changed due to grading on the property. He said the look and feel of the project is still the same and they are okay with the conditions as outlined by staff.

**Public Comments**

No public comments.

**Motion**
Commissioner Michael Young made a motion to approve the case. Commissioner Jose Torres seconded the motion. The motion was approved Yes 5, No 0, Abstained 0.

**ROUNDTABLE - NEXT MEETING JUNE 10, 2025**

**ADJOURNMENT**

*The meeting was adjourned at 6:34 p.m.*

# City of Independence

AGENDA ITEM COVER SHEET

**Agenda Title:**

A public hearing for the Preliminary Development Plan application for the property at 1550 S. Noland Road for approval of a body shop. ***New Information Only***.

**Recommendations:**

**Background:**

**Emergency Justification:**

**Fiscal Impact:**

**Council Action:**

---

**Department / Contact** Community Development /

---

**REVIEWERS**

Tom Scannell
Jeremy Cover
Zachary Walker
Susanne Holland

**ATTACHMENTS:**

1. 5-13-25 Public Notice Proof

Column

# INTERIM AD DRAFT

This is the proof of your ad scheduled to run in **Examiner** on the dates indicated below. If changes are needed, please contact us prior to deadline at **(816) 254-8600**.

Notice ID: pLnG3ZQIgLdRWz3YjVY0 | **Proof Updated: Apr. 22, 2025 at 11:30am CDT**
Notice Name: 5-13-25 Planning Commission

See Proof on Next Page

This is not an invoice. Below is an estimated price, and it is subject to change. You will receive an invoice with the final price upon invoice creation by the publisher.

| FILER | FILING FOR |
|---|---|
| Cheryl Wrisinger | Examiner |
| cwrisinger@indepmo.org | |
| (816) 325-7109 | |

**Columns Wide:** 1

**Total Column Inches:** 8.13

**Number of Lines:** 65

**Ad Class:** Legals

| | |
|---|---|
| 04/26/2025: Other | 109.88 |

| | |
|---|---|
| Subtotal | $109.88 |
| Tax | $0.00 |
| Processing Fee | $0.00 |
| **Total** | **$109.88** |

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 13, 2025, and by the Independence **City Council** at 6 p.m., Monday, July 7, 2025, in the Independence City Hall City Council Chambers (lower level, north entrance) 111 E. Maple Avenue, in Independence, Missouri on the following matter(s):

Case 25-200-01 – Special Use Permit – 13893 E. 35th Street Ct S – A request by Noland Market to operate a convenience store.

Case 25-100-02 – Rezoning – 13893 E 35 th Street Ct S – A request by Noland Market to rezone the subject property from I-1 to C-2.

Case 25-810-01 - Preliminary Development Plan – 1550 S. Noland Road – A request by Cable-Dahmer/Crash Champions for Preliminary Development Plan approval for a body shop.

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 22 day of April, 2025.

Tom Scannell, Community Development Director
The City of Independence, Missouri is an Equal Opportunity Employer/Contractor/MFD

Published in the Examiner, Apr 26, 2025

######

# City of Independence

AGENDA ITEM COVER SHEET

**Agenda Title:**

25-046 **2R** An ordinance approving a Preliminary Development Plan for the property located at 1550 S. Noland Road in District C-2/PUD (General Commercial/Planned Unit Development) in Independence, Missouri. **2R**

**Recommendations:**

Commissioner Young made a motion to recommend **APPROVAL** of this preliminary development plan, for property located at 1550 S. Noland Road, with the following conditions:

1. General Motor Vehicle Repair use shall be allowed in this C-2/PUD District.
2. The proposed structure is to set on what is currently multiple-lots and vacated rights-of-way; therefore, the nearly completed Minor Subdivision shall be recorded before the submission of the Final Development Plan.
3. All drainage calculations must be completed and approved before submission of the Final Development Plan. With this plan, stormwater runoff appears to have four routes in which water may leave the site; one by a new outfall to the north without dry detention, one to the south with dry detention and two in the new parking unless proposed grading routes them to dry detention. The outfall to the north is a new outfall and flow path and appears to result in a new ditch and possible erosion offsite. This apparent impact will need to be addressed with final engineering. An erosion control plan for the project will also be required.
4. The six-foot high opaque wood privacy fence to be provided should surround the entire rear parking storage area and include a gate all depicted in the Final Development Plan. The interior of the fence or wall must be protected by a guardrail or similar barrier to prevent damage to the fence of wall.
5. The landscaping along the south elevation should be filled with evergreens to better soften that façade.
6. This preliminary development plan has not been reviewed for final engineering design compliance. All development engineering must be designed in accordance with City of Independence standards and specifications prior to approval of the final development plan.

A second to the motion was made by Commissioner Torres. The Independence Planning Commission voted as follows:
Commissioner Nesbitt – Absent
Commissioner Ashbaugh – Absent
Commissioner Wiley – Yes
Commissioner O'Neil – Yes
Commissioner Ferguson – Yes
Commissioner Young – Yes
Commissioner Torres - Yes

The motion passed 5-0 and such this application is forwarded to the City Council for its consideration. Staff concurs with the recommendation of the Planning Commission.

**Background:**
A request by Robert Merritt with Cable-Dahmer, LLC to approve a revised Preliminary Development Plan for property at 1550 S. Noland Road.

| | | | |
|---|---|---|---|
| **Current Zoning:** | C-2/PUD (General Commercial /Planned Unit Development) | | |
| **Current Use:** | Vacant auto parts store | **Proposed Use:** | Automobile Repair Shop |
| **Acreage:** | 1.9-acres | **Building Square Foot:** | 21,370-square feet |

The intent of this revised Preliminary Development Plan application is to alter the previous site layout and build configuration of the rezoning/PUD and preliminary development plan approved on August 19, 2024. It allows Cable Dahmer to relocate the existing Crash Champions facility to the site on the former Auto Zone parts store located at 1550 S. Noland Road. It was rezoned to C-2/PUD (General Commercial/Planned Unit Development) to permit general (heavy) automotive repair. This zoning was authorized rather than C-3 (Service Commercial), which is the standard zoning needed for that particular use. The uses allowed in the C-3 district zoning (which includes several industrial and wholesaling uses) are not ones that would be compatible with the other C-2 uses along the Noland Road corridor. A PUD allowed the existing C-2 uses to remain, but permitted a zoning use that would narrowly add only the general automotive repair uses.
The services proposed are currently being performed at another location in the city, but that location will be shut down and the operation will be relocated to this location where a former auto parts store is set. The existing structure will be expanded, more than doubling its size. All the proposed services will be conducted within the building. The temporary storage of wrecked vehicles awaiting repair will be confined to the rear and northwest side of the property and screened by the building and fencing as required by the city. There are trees, a large pond and a railroad track behind the property that further provides screening and over 500 feet of distance from other uses in the area.

**ANALYSIS:**
**Consistency with *Independence for All*, Strategic Plan:**
This application furthers the goal of increasing the economic prosperity of the community and providing additional employment opportunities. It will also support the redevelopment of a key corridor in the city.

**Comprehensive Plan Guiding Land Use Principles for the Current Designation:**
One of the Comprehensive Plan Guiding Principles is to "Provide sufficient opportunities for …development sites within the community and promote diversification of the City's commercial/industrial base."

**Sub-Area Plans:**
The property is located within the Noland Now Plan Area.

**Access/Parking:**

Noland Road has six lanes, two of which are left-turn lanes. The proposed operation is not a high traffic-generator, and the street has turn lanes that allow for the safe and efficient flow of traffic. The existing access can serve the proposed use. Two handicapped spaces (including one van-accessible) will be marked and signed near the southeast corner of the existing structure. The proposed automotive storage area, for vehicles awaiting repair, will be constructed to the rear of the expanded building.

**Building Elevations:**
The building is a mixture of black and gray masonry and decorative metal siding. Although additional architectural variations were added with light treatments and windows, some tall evergreens spaced between the south windows are needed.

**Sidewalks:**
The applicant needs to complete the property's north and south Noland Road sidewalk segments. The new sidewalk must be 5 feet in width.

**Public Utilities:**
All utilities that are needed for this development are in place and can serve the operation.

**Storm Sewers:**
The drawing indicates storm sewers running along the north and south sides of the property leading west to the rear of the property where a proposed detention basin will be created to the southwest of an opaque, screened auto storage area. After final plans, drawings, stormwater design, and final stormwater report are received, city review will commence and must be approved prior to submission of the final development plan.

**Flood Zones and Stream Buffer Zones:**
There are no federally identified flood/zones or stream buffer setback requirements for this development.

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.**

*Comprehensive Plan Guiding Principles is to "Provide sufficient opportunities for… development sites within the community and promote diversification of the City's commercial/industrial base."*

2. **The consistency with the PUD standards of Section 14-902, including the statement of purpose.**

*Section 14-902 is intended to allow design flexibility that results in greater public benefit than would be achieved using conventional zoning regulations; this project is in conformance with that standard.*

3. **The nature and extent of Common Open Space in the PUD.**

*This is an infill development on an existing commercial corridor with an existing structure that will be greatly expanded, never-the-less there will be a significant opportunity to create green spaces with planting areas.*

4. **The reliability of the proposals for maintenance and conservation of Common Open Space.** *Cable-Dahmer, LLC states that it will manage and own the 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.**

*Not applicable, this is a proposed commercial business.*

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.**

*Public services in the area are adequate to serve this project. This proposed project will not adversely affect the street network in the vicinity of the project. Adequate parking is to be provided internal to the property.*

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.**

*The proposed general automotive repair use is in keeping with the automotive uses along this portion of the Noland Road corridor.*

8. **Whether potential adverse impacts have been mitigated to the maximum practical extent.** *Mitigation efforts must be planned by the developer to reduce impacts to the area. This would be done by fencing and landscaping and providing adequate stormwater management.*
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 Planned Unit Development allows for expansion of C-2 uses to include general automotive repair without allowing more intense industrial and wholesaling uses.*

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.**

*The PUD's controls would protect and reinforce the existing uses along the Noland Road corridor.*

Draft Planning Commission minutes are attached to this Council agenda item.

**Emergency Justification:**

**Fiscal Impact:**

**Council Action:**

---

**Department / Contact** Community Development /

---

**REVIEWERS**

Tom Scannell
Jeremy Cover
Zachary Walker
Susanne Holland

**ATTACHMENTS:**

1. Draft Ordinance 25-810-01
2. New Staff Report 25-810-01
3. Cover Letter
4. Zoning Application
5. Notification Letter
6. Addresses
7. Notification Area Map
8. Affidavit
9. Preliminary Development Plan and Elevations
10. Utility Easement Vacation
11. Wellington Owner Letter Agreeing to Vacation
12. Comp Plan Map
13. Zoning Map
14. Planning Commission Meeting Minutes 05-13-25

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A PRELIMINARY DEVELOPMENT PLAN FOR THE PROPERTY LOCATED AT 1550 S. NOLAND ROAD IN DISTRICT C-2/PUD (GENERAL COMMERCIAL/PLANNED UNIT DEVELOPMENT) IN INDEPENDENCE, MISSOURI.

WHEREAS, the application submitted by Robert Merritt, requesting approval of a preliminary development plan in District C-2/PUD (General Commercial/Planned Unit Development) for property located at 1550 S. Noland Road 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 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 13, 2025, and rendered a report to the City Council with its vote to recommend approval of this application passed by a vote of 5-0; and,

WHEREAS, in accordance with the Unified Development Ordinance, it was determined that the preliminary development plan was consistent with the review criteria in Section 14-703-05; and,

WHEREAS, no legal protests were signed, acknowledged, and presented for the application; and,

WHEREAS, after due public notice in the manner prescribed by law, the City Council held a public hearing and rendered a decision to approve the preliminary development plan of the said property.

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

SECTION 1. That a preliminary development plan is hereby approved in District C-2/PUD (General Commercial/Planned Unit Development) on the following legally described tracts of real estate:

All of Lots 21 through 24 and Lots 31 through 34, of Martha's Vineyard, a subdivision in the City of Independence, Jackson County, Missouri; along with a portion of vacated South Main Street in the City of Independence, Jackson County, Missouri being more particularly described as follows: beginning at the southeast corner of said Lot 24, thence North 88 degrees 15 minutes 42 seconds

West, with the south line of 24 and 31, a distance of 371.00 feet to the centerline of vacated South Main Street; thence South 01 degree 44 minutes 54 seconds West, with the centerline of vacated South Main Street, a distance of 43.38 feet along the centerline of vacated South Main Street; thence North 87 degrees 34 minutes 46 seconds West, a distance of 35.00 feet to the west right-of-way line of vacated South Main Street; thence North 01 degree 44 minutes 54 seconds East, with the west right-of-way line of vacated South Main Street, a distance of 222.96 feet; thence East 88 degrees 15 minutes 42 seconds East, to the centerline of vacated South Main Street, a distance of 35.00 feet; thence North 01 degrees 44 minutes 54 seconds East with the centerline of vacated South Main Street a distance of 60.00 feet along the centerline of vacated South Main Street; thence South 88 degrees 15 minutes 42 seconds with the north line of Lots 34 and 21 and the south line of Lots 35 and 20, a distance of 371.00 feet; thence South 01 degree 44 minutes 54 seconds West, with the east line of Lots 21 through 24 and the west right-of-way line of S. Noland Road, a distance of 240.00 feet to the point of beginning. The abovedescribed tract contains 96,851 square feet, or 2.22 acres.

SECTION 2. That the following conditions apply:

1) General Motor Vehicle Repair use shall be allowed in this C-2/PUD District.
2) The proposed structure is to set on what is currently multiple-lots and vacated rights-of-way; therefore, the nearly completed Minor Subdivision shall be recorded before the submission of the Final Development Plan.
3) All drainage calculations must be completed and approved before submission of the Final Development Plan. With this plan, stormwater runoff appears to have four routes in which water may leave the site; one by a new outfall to the north without dry detention, one to the south with dry detention and two in the new parking unless proposed grading routes them to dry detention. The outfall to the north is a new outfall and flow path and appears to result in a new ditch and possible erosion offsite. This apparent impact will need to be addressed with final engineering. An erosion control plan for the project will also be required.
4) The six-foot high opaque wood privacy fence to be provided should surround the entire rear parking storage area and include a gate all depicted in the Final Development Plan. The interior of the fence or wall must be protected by a guardrail or similar barrier to prevent damage to the fence or wall.
5) The landscaping along the south elevation should be filled with evergreens to better soften that façade.
6) This preliminary development plan has not been reviewed for final engineering design compliance. All development engineering must be designed in accordance with City of Independence standards and specifications prior to approval of the final development plan.

SECTION 3. That the development shall be in accordance with the attached preliminary development plan and building elevations as described in the staff report.

SECTION 4. Nonseverability. All provisions of this ordinance are so essentially, and inseparably 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 are 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 5. 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 the City Council.

SECTION 6. That failure to comply with all the provisions contained in this ordinance shall constitute violations of both this ordinance and Chapter 14, the Unified Development Ordinance, of the Code of the City of Independence, Missouri.

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

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

ATTEST:

_____
City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
City Counselor

REVIEWED BY:

_____
City Manager

# Planning Commission
## Staff Report

**MEETING DATE:** May 13, 2025 **STAFF:** Brian L. Harker, Senior Planner

**PROJECT NAME:** Cable Dahmer/Crash Champions – Noland Road

**CASE NUMBER/REQUEST:** **Case 25-810-01 – Preliminary Development Plan – 1550 S. Noland Road** – A request by Cable Dahmer to approve of a revised Preliminary Development Plan

**APPLICANT:** Robert Merritt – Cable-Dahmer, LLC

**OWNER:** Jackie Davis – Wellington Real Estate, LLC

**PROPERTY ADDRESS:** 1550 S. Noland Road

**SURROUNDING ZONING/LAND USE:**

| | |
|---|---|
| **North:** | C-2 (General Commercial)…vacant land |
| **South:** | C-2 (General Commercial)…car dealership |
| **East:** | C-2 (General Commercial)…office and retail uses |
| **West:** | C-2 (General Commercial)…vacant land and lake |

**PUBLIC NOTICE**:

- Letters to adjoining property owners – April 25, 2025
- Public Notice published in The Kansas City Star – April 26, 2025
- Signs posted on property – April 25, 2025

**FURTHER ACTION:**
Following action by the Planning Commission, this Preliminary Development Plan is scheduled for first reading by the City Council on June 16, 2025 and the public hearing/second reading on July 7, 2025.

## RECOMMENDATION

Staff recommends **APPROVAL** of this preliminary development plan revison, with the following corrections and clarifications.

1. General Motor Vehicle Repair use shall be allowed in this C-2/PUD District.
2. The proposed structure is to set on what is currently multiple-lots and vacated rights-of-way; therefore, the nearly completed Minor Subdivision shall be recorded before the submission of the Final Development Plan.
3. All drainage calculations must be completed and approved before submission of the Final Development Plan. With this plan, stormwater runoff appears to have four routes in which water may leave the site; one by a new outfall to the north without dry detention, one to the south with dry detention and two in the new parking unless proposed grading routes them to dry detention. The outfall to the north is a new outfall and flow path and appears to result in

a new ditch and possible erosion offsite. This apparent impact will need to be addressed with final engineering. An erosion control plan for the project will also be required.

4. The six-foot high opaque wood privacy fence to be provided should surround the entire rear parking storage area and include a gate all depicted in the Final Development Plan. The interior of the fence or wall must be protected by a guardrail or similar barrier to prevent damage to the fence of wall.
5. The landscaping along the south elevation should be filled with evergreens to better soften that façade.
6. This preliminary development plan has not been reviewed for final engineering design compliance. All development engineering must be designed in accordance with City of Independence standards and specifications prior to approval of the final development plan.

## PROJECT DESCRIPTION & BACKGROUND INFORMATION

**PROJECT DESCRIPTION:**
A request by Robert Merritt with Cable-Dahmer, LLC to approve a revised Preliminary Development Plan for property at 1550 S. Noland Road.

| | | | |
|---|---|---|---|
| **Current Zoning:** | C-2/PUD (General Commercial /Planned Unit Development) | | |
| **Current Use:** | Vacant auto parts store | **Proposed Use:** | Automobile Repair Shop |
| **Acreage:** | 1.9-acres | **Building Square Foot:** | 21,370-square feet |

**BACKGROUND:**
The intent of this revised Preliminary Development Plan application is to alter the previous site layout and build configuration of the rezoning/PUD and preliminary development plan approved on August 19, 2024. It allows Cable Dahmer to relocate the existing Crash Champions facility to the site on the former Auto Zone parts store located at 1550 S. Noland Road. It was rezoned to C-2/PUD (General Commercial/Planned Unit Development) to permit general (heavy) automotive repair. This zoning was authorized rather than C-3 (Service Commercial), which is the standard zoning needed for that particular use. The uses allowed in the C-3 district zoning (which includes several industrial and wholesaling uses) are not ones that would be compatible with the other C-2 uses along the Noland Road corridor. A PUD allowed the existing C-2 uses to remain, but permitted a zoning use that would narrowly add only the general automotive repair uses.

The services proposed are currently being performed at another location in the city, but that location will be shut down and the operation will be relocated to this location where a former auto parts store is currently set. The existing structure will be expanded, more than doubling its size.

All the proposed services will be conducted within the building. The temporary storage of wrecked vehicles awaiting repair will be confined to the rear and northwest side of the property and screened by the building and fencing as required by the City. There are trees, a large pond and a railroad track behind the property that further provides screening and over 500 feet of distance from other uses in the area.

## ANALYSIS

**Consistency with *Independence for All*, Strategic Plan:**
This application furthers the goal of increasing the economic prosperity of the community and providing additional employment opportunities. It will also support the redevelopment of a key corridor in the city.

**Comprehensive Plan Guiding Land Use Principles for the Current Designation:**
One of the Comprehensive Plan Guiding Principles is to "Provide sufficient opportunities for …development sites within the community and promote diversification of the City's commercial/industrial base."

**Sub-Area Plans:**
The property is located within the Noland Now Plan Area.

**Access/Parking:**
Noland Road has six lanes, two of which are left-turn lanes. The proposed operation is not a high traffic-generator, and the street has turn lanes that allow for the safe and efficient flow of traffic. The existing access can serve the proposed use. Two handicapped spaces (including one van-accessible) will be marked and signed near the southeast corner of the existing structure. The proposed automotive storage area, for vehicles awaiting repair, will be constructed to the rear of the expanded building.

**Building Elevations:**
The building is a mixture of black and gray masonry and decorative metal siding. Although additional architectural variations were added with light treatments and windows, some tall evergreens spaced between the south windows are needed.

**Sidewalks:**
The applicant needs to complete the property's north and south Noland Road sidewalk segments. The new sidewalk must be 5 feet in width.

**Public Utilities:**
All utilities that are needed for this development are in place and can serve the operation.

**Storm Sewers:**
The drawing indicates storm sewers running along the north and south sides of the property leading west to the rear of the property where a proposed detention basin will be created to the southwest of an opaque, screened auto storage area. After final plans, drawings, stormwater design, and final stormwater report are received, city review will commence and must be approved prior to submission of the final development plan.

**Flood Zones and Stream Buffer Zones:**
There are no federally identified flood/zones or stream buffer setback requirements for this development.

**Landscaping:**
Most of the new landscaping on the north, east and west sides will be in the green spaces created by the parking islands. Further, additional plantings will adjoin the opaque screen on the north, west and east sides of the rear parking storage. A masonry trash enclosure will be constructed at the northwestern corner of the rear parking lot.

**Security Fencing/Screening:**
The applicant's plans indicate a 6-foot located to the north, west and south of the rear parking storage lot. The fence should surround the entire parking storage area and include a gate.

**Historic and Archeological Sites:**
There are no apparent historic or archeological issues with this property.

**Replatting:**
The site of the existing structure and proposed expansion will set on what is now six-lots, vacated alley and ½ of a vacated right-of-way. Therefore, the property must be replatted into a new single-lot subdivision. The Minor Subdivision currently under review needs to be recorded.

## REVIEW CRITERIA

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

1. **The consistency with the Comprehensive Plan.**
   *Comprehensive Plan Guiding Principles is to "Provide sufficient opportunities for… development sites within the community and promote diversification of the City's commercial/industrial base."*

2. **The consistency with the PUD standards of Section 14-902, including the statement of purpose.**
   *Section 14-902 is intended to allow design flexibility that results in greater public benefit than would be achieved using conventional zoning regulations; this project is in conformance with that standard.*

3. **The nature and extent of Common Open Space in the PUD.**
   *This is an infill development on an existing commercial corridor with an existing structure that will be greatly expanded, never-the-less there will be a significant opportunity to create green spaces with planting areas.*

4. **The reliability of the proposals for maintenance and conservation of Common Open Space.**
   *Cable-Dahmer, LLC states that it will manage and own the 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.**
   *Not applicable, this is a proposed commercial business.*

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.**

*Public services in the area are adequate to serve this project. This proposed project will not adversely affect the street network in the vicinity of the project. Adequate parking is to be provided internal to the property.*

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.**
   *The proposed general automotive repair use is in keeping with the automotive uses along this portion of the Noland Road corridor.*

8. **Whether potential adverse impacts have been mitigated to the maximum practical extent.**
   *Mitigation efforts must be planned by the developer to reduce impacts to the area. This would be done by fencing and landscaping and providing adequate stormwater management.*

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 Planned Unit Development allows for expansion of C-2 uses to include general automotive repair without allowing more intense industrial and wholesaling uses.*

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.**
    *The PUD's controls would protect and reinforce the existing uses along the Noland Road corridor.*

**EXHIBITS**

1. Narrative
2. Application
3. Notification Letter
4. Address List
5. Notification Map
6. Affidavit
7. Preliminary Development Plan and Elevations
8. Utility Easement Vacation
9. Owner Vacation Agreement Letter
10. Comp Plan Map
11. Zoning Map

OWN

*Engineering beyond.™*

March 27, 2025

Mr. Brian Harker
City of Independence - Planning Division
111 Maple Avenue
Independence, MO 64050

**RE: Cable-Dahmer/Crash Champions**
**1550 S. Noland Road**
**Independence, MO 64055**

Dear Mr. Harker,

The following items are being submitted in electronic format (pdf) with the appropriate application for a Preliminary Development Plan associated with this project:

- Planning and Zoning Application form completed and signed
- Legal Description and Exhibit for the entire site
- Preliminary Development Plan
- Preliminary Stormwater Management Study
- $500 Application fee by check #671220 to be hand delivered

The intent of the Preliminary Development Plan application is to revise the site plan to accommodate a different building configuration. A previous Rezoning/Preliminary Development Plan (Case #24-125-06) was approved for this development by ordinance in July 2024.

Cable-Dahmer acquired the property at 1550 and 1520 S. Noland Road as well as the vacated S. Main Street right-of-way to allow the proposed development. Cable-Dahmer intends to relocate an existing Crash Champions operation to this location so that it remains within the City.

Briefly, the project consists of utilizing an existing 8,912 SF building for office space, a vehicle evaluation/estimating area, and shop area. The project includes a 12,308 SF building addition for collision repair, associated onsite parking for employees and customers, and a temporary vehicle storage area. All of the proposed services will be conducted within the building. The temporary storage of wrecked vehicles awaiting repair will be confined to the rear of the property. There are existing trees behind the property that will provide screening.

Noland Road has six lanes, two of which are left-turn lanes. The proposed operation is not a high traffic generator and the existing turn lanes will allow for the safe and efficient flow of traffic. All utilities required for the site are in place and can serve the operation.

Please contact me if any additional information is needed (kcarpenter@weareown.com) or (913) 709-3546).

Sincerely,

Kelly Carpenter, P.E.
Project Engineer

cc: Robert Merritt

# Planning and Zoning
Application Form

Community Development
111 E. Maple Avenue
Independence, MO 64050
(816) 325-7421
cdplanning@indepmo.org

## Application Type (check all that apply)

| Land Use | Land Subdivision | Site Development | Use Permit | Other |
|---|---|---|---|---|
| ☐ Rezoning<br>☐ PUD Rezoning | ☐ Preliminary Plat<br>☐ Final Plat<br>☐ Minor Subdivision | ☐ Final Site Plan<br>☒ Preliminary Dev Plan<br>☐ Final Dev Plan (PUD) | ☐ Special Use<br>☐ Homebased Business<br>☐ Short-Term Rental | ☐ Admin. Adjustment<br>☐ Variance<br>☐ Street Name Change<br>☐ Special Sign Permit |

## Project Information and Location

Cable-Dahmer/Crash Champions - Noland Road
Project Name

1550 S. Noland Road
Project Address/Location

| 12,308 SF addition | 2.2 ac | 1 | no |
|---|---|---|---|
| Sq. Ft. of Building | Acreage | Number of Lots/Tracts | Steam Buffer (Yes or No) |
| C-2/PUD | C-2/PUD | Vacant Building/Parking | Collision Repair & Office |
| Existing Zoning | Proposed Zoning | Existing Land Use | Proposed Land Use |

## Basic Application Requirements (See the Planning & Zoning Application Guide for additional requirements)

| | |
|---|---|
| ☒ Completed & Signed Application Form | ☐ One 24" x 36" set of plans for Land Sub. & Site Dev. |
| ☒ Application Fee hand delivered check #671220 | ☒ One PDF copy of a plat map or site plan |
| ☒ Cover Letter Describing Details of Project | ☒ Legal Description of the property in question |

## Contact Information

***Applicant***

| Robert Merritt | SML 1550, LLC |
|---|---|
| Name | Company |
| 1200 E. 104th Street, Kansas City, MO 64131 | |
| Address | |
| 816-419-9206 | rmerritt@cabledahmer.com |
| Phone | Email |

***Owner***

| Robert Merritt | SML 1550, LLC |
|---|---|
| Name | Company |
| 1200 E. 104th Street, Kansas City, MO 64131 | |
| Address | |
| 816-419-9206 | rmerritt@cabledahmer.com |
| Phone | Email |

***Architect/Engineer/Surveyor/Other:***

| Kelly Carpenter | OWN, Inc. |
|---|---|
| Name | Company |
| 8455 College Boulevard, Overland Park, KS 66210 | |
| Address | |
| 816-777-0400 | kcarpenter@weareown.com |
| Phone | Email |

***Architect/Engineer/Surveyor/Other:***

| Beau Jarvis | Tessere |
|---|---|
| Name | Company |
| 9229 Ward Parkway, Suite 210, Kansas City, MO 64114 | |
| Address | |
| 316-265-9367 | beau.jarvis@tessere.com |
| Phone | Email |

The applicant hereby agrees that the information provided above is accurate.

| Robert Merritt | 3/24/2025 | Robert Merritt | 3/24/2025 |
|---|---|---|---|
| Applicant's Signature | Date | Owner's Signature | Date |

May 2022

# Appendix B - Property Owner Notification Letter

**City of Independence, Missouri**

Date: April 25, 2025 Case No. 25-810-01

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
X Preliminary Development Plan

**Proposed project description:** Relocation of a Crash Champions operation to include office, evaluation/estimating, shop & collision repair spaces.

**Applicant:** SML 1550 LLC (Robert Merritt)

**Location of Property:** 1550 S Noland Rd

**Planning Commission Meeting Date:** May 13, 2025, at 6:00 p.m.

**City Council Meeting Date:** July 7, 2025, at 6:00 p.m.

**Location of public hearings:** City Council Chambers, City Hall
111 E Maple Ave, Independence, Missouri, 64050

All interested persons are invited to attend and will have an opportunity to be heard at the full public hearing (Planning Commission).

REZONINGS ONLY: You may file a protest petition with the Community Development Department. For more information or to get copies of a petition, please contact Planning staff at 816-325-7421.

Kelly Carymate

OWN, Inc, Agent
Applicant (or Owner/Agent)

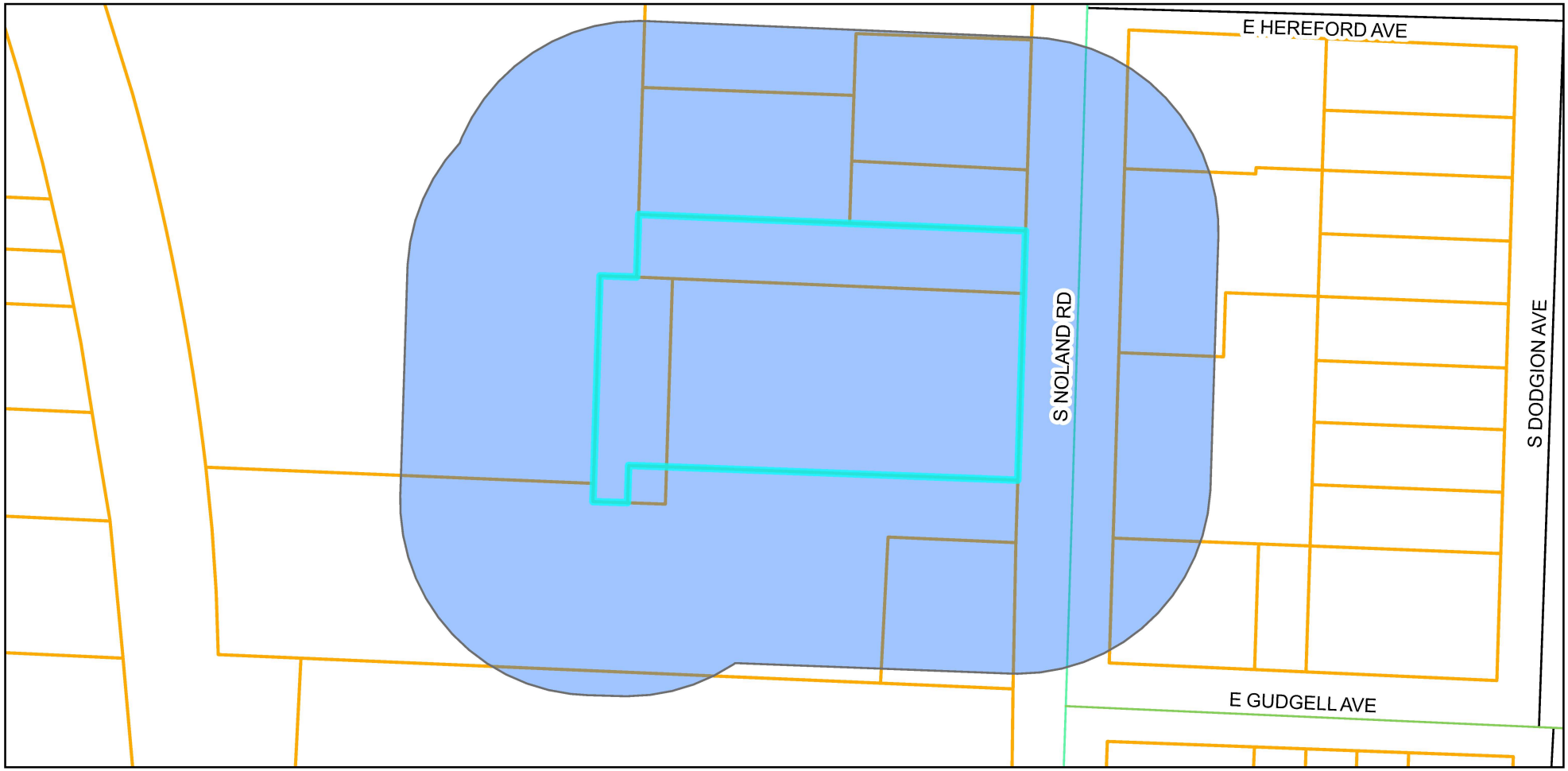
For more information, contact the Community Development Department at 816-325-7421.

| Property Address | Property Owner | Owner Address | City | State | ZIP Code |
|---|---|---|---|---|---|
| 111 W FRANCIS ST | OAKWOOD ENTERPRISES LLC | PO BOX 900 | INDEPENDENCE | MO | 64051 |
| 1520 S NOLAND RD | LAKESIDE SHOPPING CENTER LLC | 221 W LEXINGTON STE 400 | INDEPENDENCE | MO | 64050 |
| 1525 S NOLAND RD | JPI LLC | PO BOX 901514 | KANSAS CITY | MO | 64190 |
| 1550 S NOLAND RD | WELLINGTON REAL ESTATE LLC | 16500 E 23RD ST | INDEPENDENCE | MO | 64050 |
| 1600 S NOLAND RD UNIT 110 | 1600 SOUTH NOLAND ROAD INVESTMENTS LLC | 1600 S NOLAND RD | INDEPENDENCE | MO | 64055 |
| 1604 S NOLAND RD | LAKESIDE SHOPPING CENTER LLC | 5359 MERRIAM DR | MISSION | KS | 66205 |
| 1695 S NOLAND RD | BUDGET NOLAND RD LLC | 8826 SANTA FE DR STE 300 | OVERLAND PARK | KS | 66212 |
| 1700 S NOLAND RD | TRD REAL ESTATE LLC | 610 NW BLUE PKWY | LEES SUMMIT | MO | 64063 |

# Notification Area

1550 S Noland Rd

Case #25-810-01




**Legend**

- Notification Area
- COI_Parcels

0 125 250 500 Feet

N

Prepared For: Board of Adjustment
Community Development Department
Meeting Date: May 15, 2025

# Appendix C - Property Owner Notification Affidavit

STATE OF MISSOURI

COUNTY OF JACKSON

Case No. 25-810-01

I, Kelly S. Carpenter w/OWN, Inc, 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 25th day of April, 2025.

Kelly Carpenter

OWN, Inc, Agent

Signature of Agent, Owner or Attorney

Subscribed and sworn to before me this 25th day of April, 2025.

Notary Public

SANDRA VINCENT
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires: Aug. 22, 2026
Commission # 12345726

Aug. 22, 2026

Commission Expiration Date

# CRASH CHAMPIONS

## PRELIMINARY DEVELOPMENT PLAN

## TESSERE

## 1550 S. NOLAND RD
## INDEPENDENCE, MO 64055

ARKANSAS ONE CALL SYSTEM, INC.
1-800-482-8998
STOP - CALL BEFORE YOU DIG!

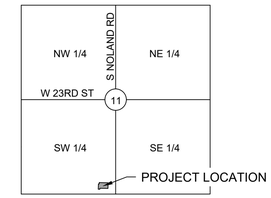
UTILITY COMPANIES AND GOVERNING AGENCIES

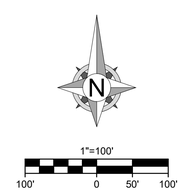

OWNER:
SML 1550, LLC
ATTN: ROBERT MERRITT
13700 WYANDOTTE ST
KANSAS CITY, MO 64145
PH: (816) 419-9206
EMAIL RMERRITT@CABLEDAHMER.COM

DEVELOPER:
CRASH CHAMPIONS
C/O CABLE-DAHMER, LLC
ATTN: ROBERT MERRITT
13700 WYANDOTTE ST
KANSAS CITY, MO 64145
PH: (816) 419-9206
EMAIL RMERRITT@CABLEDAHMER.COM

ENGINEER:
OWN, INC.
ATTN: KELLY CARPENTER
8455 COLLEGE BLVD
OVERLAND PARK, KS 66210
PH: (913) 709-3546
EMAIL KCARPENTER@WEAREOWN.COM


LOCATION MAP
SECTION 11, TOWNSHIP 49N, RANGE 32W
JACKSON COUNTY, MISSOURI
SCALE=NTS






SHEET INDEX

| NUM | TITLE |
|---|---|
| C1 | COVER |
| C1.1 | SITE PLAN |
| C2 | UTILITY PLAN |
| L1-L2 | LANDSCAPE PLAN |
| G-111 | TYPICAL MOUNTING HEIGHTS |
| A-101 | FLOOR PLAN |
| A-121 | ROOF PLAN |
| A-201 | BUILDING ELEVATIONS |
| A-421 | TRASH ENCLOSURE ELEVATION |
| C6 | ALTA SURVEY |

SITE SUMMARY TABLE

| | |
|---|---|
| CURRENT ZONING: | C-2/PUD |
| PROP. USE: | COLLISION REPAIR CENTER |
| HEIGHT EXIST. BUILDING: | 17.7' |
| HEIGHT PROP. BUILDING: | 22.5' |
| FLOOR AREA EXIST. BUILDING: | 9,029 S.F. (10% OF TOTAL SITE) |
| FLOOR AREA PROP. BUILDING: | 12,276 S.F. (14% OF TOTAL SITE) |
| PAVED AREA EXIST. AND PROP.: | 44,627 S.F. (50% OF TOTAL SITE) |
| UNPAVED AREA EXIST. AND PROP. | 23,150 S.F. (26% OF TOTAL SITE) |
| PARKING REQUIRED: | 19 STALLS |
| PARKING PROP.: | 46 STALLS |

(DOES NOT INCLUDE 25 SPACES ON WEST SIDE OF ADDITION FOR STORAGE OF WRECKED VEHICLES AWAITING REPAIR)


OWN
Engineering beyond.
8455 College Boulevard
Overland Park, KS 66210
816.777.0400
weareown.com
FORMERLY ANDERSON ENGINEERING

A licensed Kansas Engineering Corporation
COA# E-137


**CRASH CHAMPIONS PRELIMINARY DEVELOPMENT PLAN**

1550 S. NOLAND RD.
INDEPENDENCE, MO 64055

REVISIONS

| NO. | DESCRIPTION | DATE |
|---|---|---|
| | | |

DRAWING INFORMATION

PROJECT NO: 24KC10013
DRAWN BY: PJB
CHECK BY: KSC
ISSUED DATE: 2025-03-11

PRELIMINARY
NOT FOR CONSTRUCTION

ISSUED BY:
LICENSE NO:

SHEET TITLE

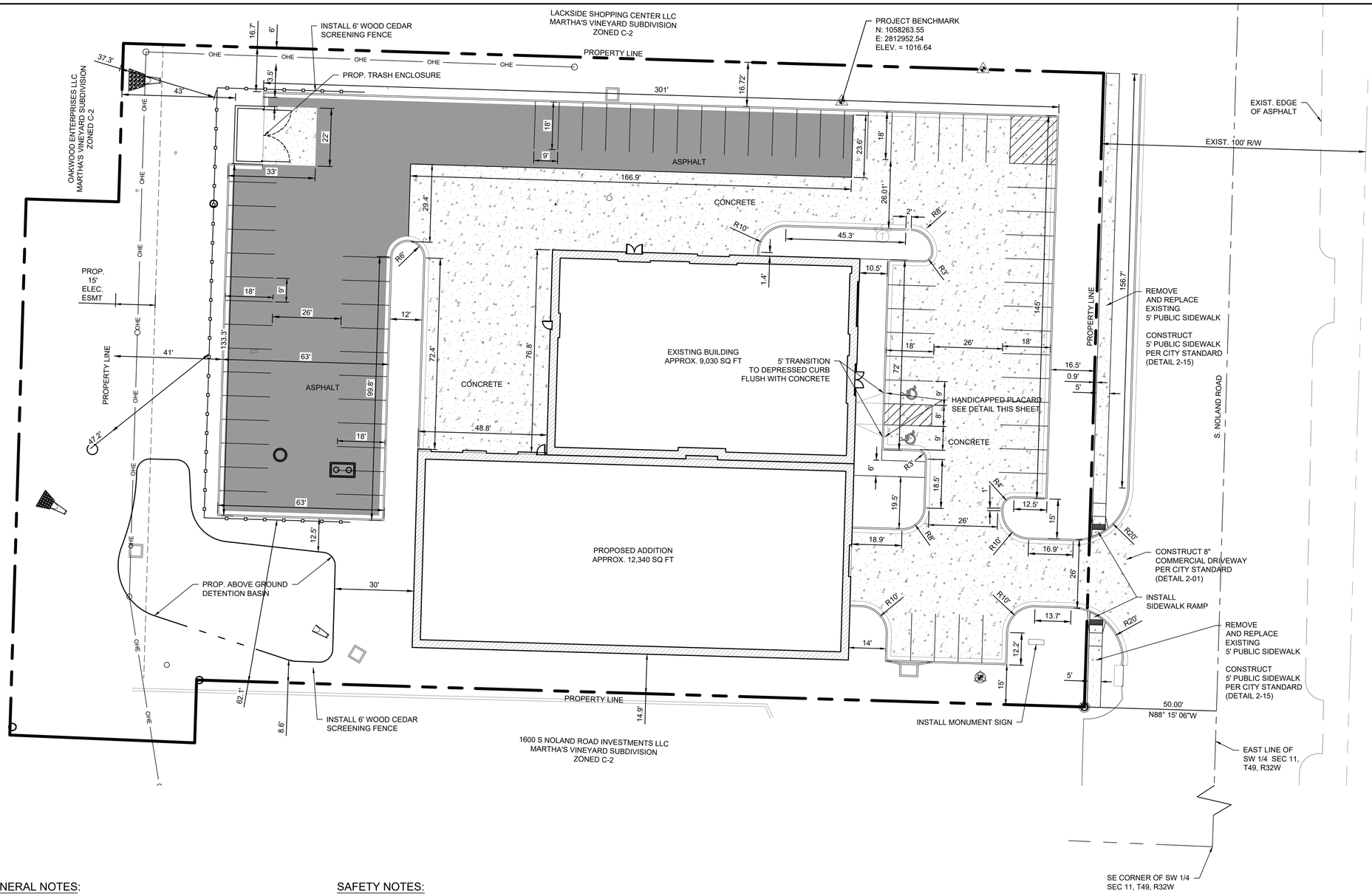
**COVER**

SHEET NUMBER

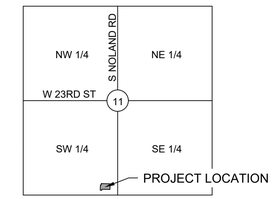
**C1**

1 OF 6

G:\Shared drives\10 - KC Projects\2025\25KC10013 - Tessere - Crash Champions Independence, MO\Civil\04-CAD\Plan Sheets\PDP\25KC10013-COV.dwg




LOCATION MAP
SECTION 11, TOWNSHIP 49N, RANGE 32W
JACKSON COUNTY, MISSOURI
SCALE=NTS



HANDICAPPED PLACCARD DETAIL

## GENERAL NOTES:

1. ALL SITE DIMENSIONS TO THE EDGE OF PAVEMENT, CONCRETE OR PROPERTY LINE UNLESS OTHERWISE NOTED.
2. CONTRACTOR TO FIELD VERIFY EXISTING CONDITIONS BY DETAILED INSPECTION PRIOR TO SUBMITTING BID AND STARTING CONSTRUCTION.
3. COORDINATE WORK WITH OTHER SITE RELATED DEVELOPMENT DRAWINGS.
4. REFER TO STRUCTURAL PLANS FOR DEVELOPMENT OF SIDEWALKS ADJACENT TO FOUNDATIONS AND FOUNDATION STEMWALLS.
5. REFER TO ARCHITECTURAL PLANS FOR EXACT BUILDING DIMENSIONS.
6. DIMENSIONS THAT LOCATE THE BUILDING ARE MEASURED TO THE OUTSIDE FACE OF THE BUILDING.
7. SIGN CONSTRUCTION AND PAVEMENT MARKINGS SHALL CONFORM TO THE REQUIREMENTS OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), LATEST EDITION.

## PARKING NOTES:

1. PARKING STALL AND AISLE DIMENSIONS ARE MEASURED FROM THE FACE OF CURB, NOT FROM THE BACK OF CURB.
2. WHERE DISCREPANCIES EXIST BETWEEN THE APPROVED PLANS AND THE MINIMUM REQUIREMENTS TO MEET ADA, THE MORE STRINGENT OF THE TWO SHALL PREVAIL, AS DETERMINED BY THE CITY OF INDEPENDENCE, MO.

## SAFETY NOTES:

1. IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR WILL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS OF THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS.
2. THE DUTY OF THE ENGINEER OR OWNER TO CONDUCT CONSTRUCTION REVIEW OF THE CONTRACTOR'S PERFORMANCE IS NOT INTENDED TO INCLUDE REVIEW OF THE ADEQUACY OF THE CONTRACTOR'S SAFETY MEASURES IN, ON, OR NEAR THE CONSTRUCTION SITE.

## CURRENT LANDOWNERS:

SML 1550, LLC
ATTN: ROBERT MERRITT
1200 E. 104TH ST.
KANSAS CITY, MO 64131
PHONE: (816) 419-9206
EMAIL: RMERRITT@CABLEDAHMER.COM

## ENGINEER/SURVEYOR:

OWN, INC.
ATTN: KELLY CARPENTER, PE
8455 COLLEGE BLVD
OVERLAND PARK, KS 66210
PHONE: (816) 777-0400
EMAIL: KCARPENTER@WEAREOWN.COM

## DEVELOPER/APPLICANT:

SML 1550, LLC
ATTN: ROBERT MERRITT
1200 E. 104TH ST.
KANSAS CITY, MO 64131
PHONE: (816) 419-9206
EMAIL: RMERRITT@CABLEDAHMER.COM

## LEGAL DESCRIPTION:

ALL OF LOTS 21 THROUGH 24, LOTS 31 THROUGH 34, AND ALL THAT PART OF THE VACATED SOUTH MAIN STREET ALL 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 SAID LOT 24; THENCE NORTH 88 DEGREES 15 MINUTES 42 SECONDS WEST, WITH THE SOUTH LINE OF LOTS 24 AND 31, A DISTANCE OF 371.00 FEET TO THE CENTERLINE OF VACATED SOUTH MAIN STREET; THENCE NORTH 01 DEGREES 44 MINUTES 54 SECONDS EAST, WITH THE CENTERLINE OF SOUTH MAIN STREET, A DISTANCE OF 240.00 FEET, TO A POINT ON THE WESTERLY PROLONGATION OF THE NORTH LINE OF LOT 34 MARTHA'S VINEYARD; THENCE SOUTH 88 DEGREES 15 MINUTES 42 SECONDS EAST, WITH THE NORTH LINES OF LOTS 34 AND 21, AND THEIR WESTERLY PROLONGATION, A DISTANCE OF 371.00 FEET TO THE NORTHEAST CORNER OF LOT 21; THENCE SOUTH 01 DEGREES 44 MINUTES 54 SECONDS WEST, WITH THE EAST LINES OF LOTS 21, 22, 23, AND 24, A DISTANCE OF 240.00 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED TRACT CONTAINS 89,040 SQUARE FEET OR 2.04 ACRES.

## SITE SUMMARY TABLE

| | |
|---|---|
| CURRENT ZONING: | C-2/PUD |
| PROP. USE: | COLLISION REPAIR CENTER |
| HEIGHT EXIST. BUILDING: | 17.7' |
| HEIGHT PROP. BUILDING: | 22.5' |
| FLOOR AREA EXIST. BUILDING: | 9,029 S.F. (10% OF TOTAL SITE) |
| FLOOR AREA PROP. BUILDING: | 12,276 S.F. (14% OF TOTAL SITE) |
| PAVED AREA EXIST. AND PROP.: | 44,627 S.F. (50% OF TOTAL SITE) |
| UNPAVED AREA EXIST. AND PROP. | 23,150 S.F. (26% OF TOTAL SITE) |
| PARKING REQUIRED: | 19 STALLS |
| PARKING PROP.: | 46 STALLS |

(DOES NOT INCLUDE 25 SPACES ON WEST SIDE OF ADDITION FOR STORAGE OF WRECKED VEHICLES AWAITING REPAIR)

N

1"=20'
20' 0 10' 20'

OWN
Engineering beyond.
8455 College Boulevard
Overland Park, KS 66210
816.777.0400
weareown.com
FORMERLY ANDERSON ENGINEERING

A licensed Kansas Engineering Corporation COA# E-137

# CRASH CHAMPIONS PRELIMINARY DEVELOPMENT PLAN

1550 S. NOLAND RD.
INDEPENDENCE, MO 64055

**REVISIONS**

| NO. | DESCRIPTION | DATE |
|---|---|---|
| | | |

**DRAWING INFORMATION**

PROJECT NO: 24KC10013
DRAWN BY: PJB
CHECK BY: KSC
ISSUED DATE: 2025-03-13

PRELIMINARY NOT FOR CONSTRUCTION

ISSUED BY:
LICENSE NO:

**SHEET TITLE**

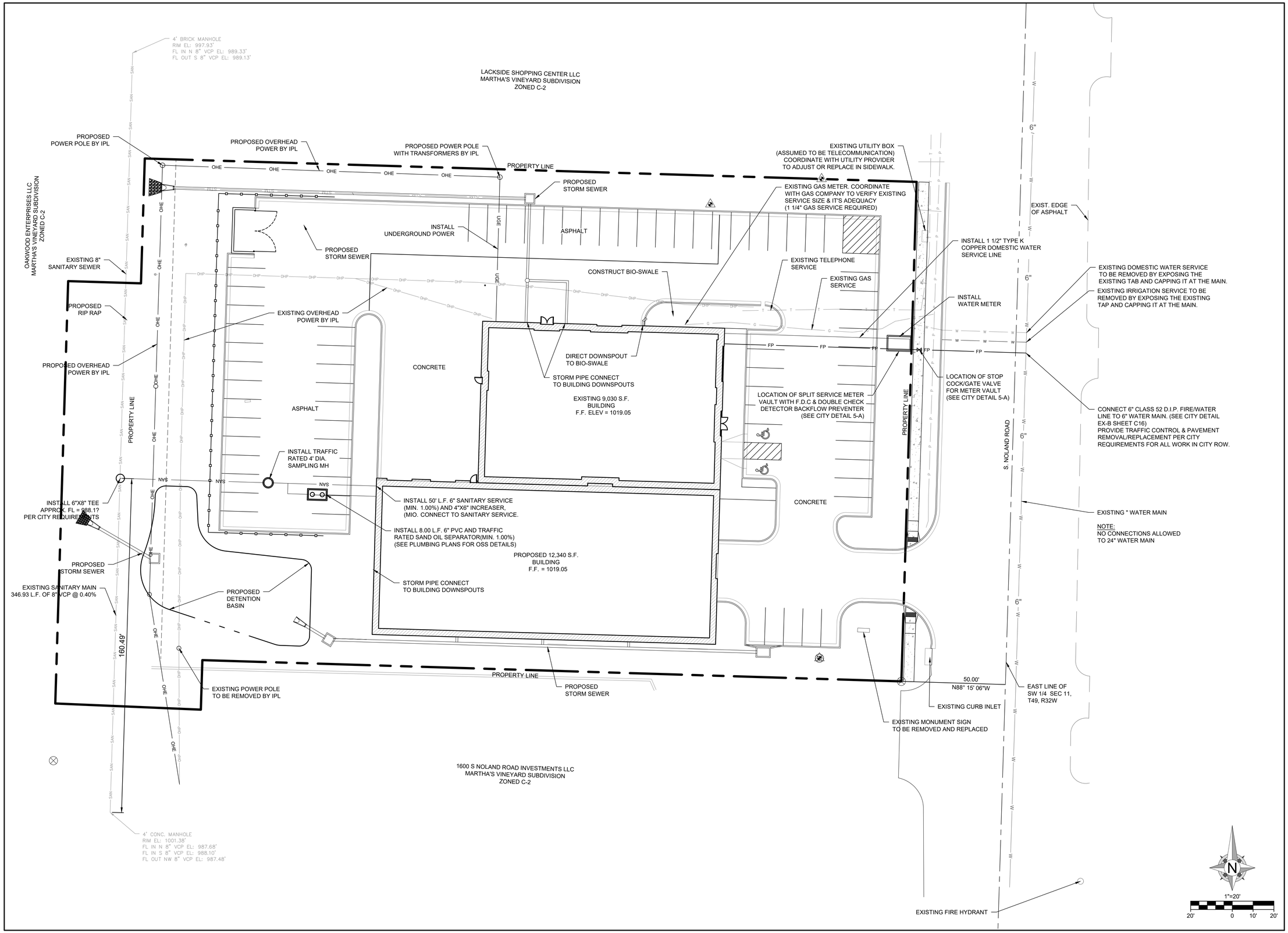
**SITE PLAN**

**SHEET NUMBER**

**C1.1**

**2 OF 6**

G:\Shared drives\10 - KC Projects\2025\25KC10013 - Tessere - Crash Champions Independence, MO\Civil\04-CAD\Plan Sheets\PDP\25KC10013-STP.dwg




G:\Shared drives\10 - KC Projects\2025\25KC10013 - Tessere - Crash Champions Independence, MO\Civil\04-CAD\Plan Sheets\PDP\25KC10013-UTL.dwg


OWN
Engineering beyond.
8455 College Boulevard
Overland Park, KS 66210
816.777.0400
weareown.com
FORMERLY ANDERSON ENGINEERING
A licensed Kansas Engineering Corporation COA# E-137


# CRASH CHAMPIONS PRELIMINARY DEVELOPMENT PLAN

1550 S. NOLAND RD.
INDEPENDENCE, MO 64055

**REVISIONS**

| NO. | DESCRIPTION | DATE |
|---|---|---|
| | | |

**DRAWING INFORMATION**

PROJECT NO: 24KC10013
DRAWN BY: PJB
CHECK BY: KSC
ISSUED DATE: 2025-03-17

PRELIMINARY NOT FOR CONSTRUCTION

ISSUED BY:
LICENSE NO:

**SHEET TITLE**

## UTILITY PLAN

**SHEET NUMBER**

**C2**

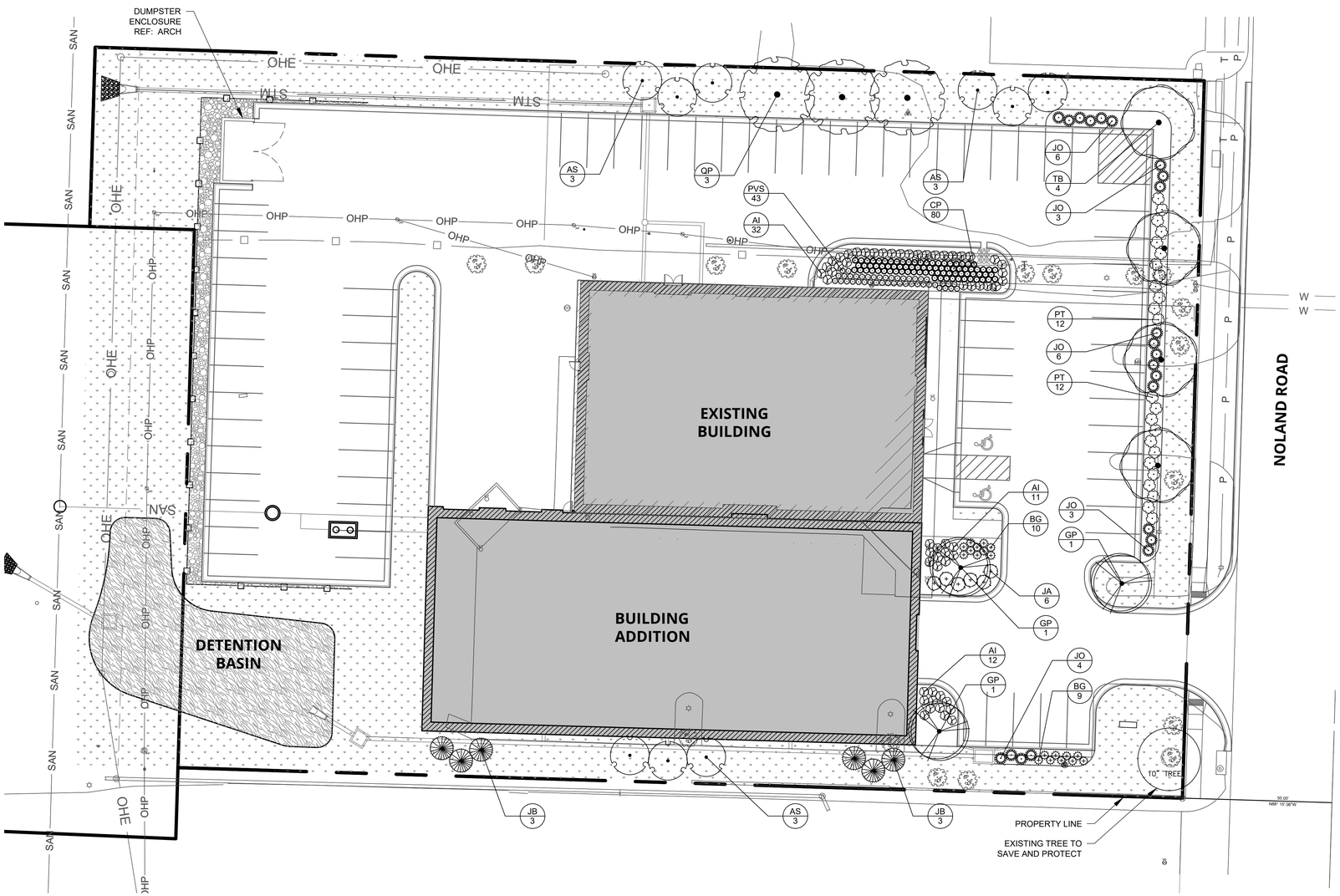
3 OF 6

## PLANT SCHEDULE

| SYMBOL | CODE | QTY | COMMON / BOTANICAL NAME | CONT | CAL | SIZE |
|---|---|---|---|---|---|---|
| **DECIDUOUS TREES** | | | | | | |
| | AS | 9 | SUGAR CONE SUGAR MAPLE / ACER SACCHARUM 'SUGAR CONE' | B & B | 2"CAL | |
| | GP | 3 | PRINCETON SENTRY MAIDENHAIR TREE / GINKGO BILOBA 'PRINCETON SENTRY' ** ALL MALE CULTIVAR ONLY | B & B | 2"CAL | |
| | QP | 3 | AMERICAN DREAM OAK / QUERCUS BICOLOR `JFS-KW12` TM | B & B | 2"CAL | |
| | TB | 4 | BOULEVARD AMERICAN LINDEN / TILIA AMERICANA 'BOULEVARD' | B & B | 2"CAL | |
| **EVERGREEN TREES** | | | | | | |
| | JB | 6 | BLUE POINT JUNIPER / JUNIPERUS CHINENSIS 'BLUE POINT' | B & B | | 6` TALL |

| SYMBOL | CODE | QTY | COMMON / BOTANICAL NAME | CONT |
|---|---|---|---|---|
| **SHRUBS** | | | | |
| | JA | 6 | ANDORRA JUNIPER / JUNIPERUS HORIZONTALIS 'ANDORRA' | 3 GAL |
| | JO | 22 | GREY OWL EASTERN REDCEDAR / JUNIPERUS VIRGINIANA 'GREY OWL' | 3 GAL |
| | PT | 24 | TINY WINE® NINEBARK / PHYSOCARPUS OPULIFOLIUS 'SMPOTW' | 3 GAL |
| **GRASSES & PERENNIALS** | | | | |
| | AI | 55 | SHINING BLUE BLUESTAR / AMSONIA ILLUSTRIS | 1 GAL |
| | BG | 19 | BLONDE AMBITION BLUE GRAMA / BOUTELOUA GRACILIS | 1 GAL |
| | CP | 80 | PRAIRIE SEDGE / CAREX PRAIREA | 1 GAL |
| | PVS | 43 | SHENENDOAH SWITCH GRASS / PANICUM VIRGATUM `SHENENDOAH` | 1 GAL |

| SYMBOL | CODE | QTY | COMMON / BOTANICAL NAME | CONT |
|---|---|---|---|---|
| **GROUND COVERS** | | | | |
| | DS | 3,539 SF | DETENTION BASIN SEED MIX | SEED |
| | ROCK2 | 1,025 SF | ROUND SMOOTH STONE 1-3" / MISSOURI RAINBOW | ROCK |
| | ROCK | 22 SF | ROUND SMOOTH STONE 4-5" / SALT & PEPPER | ROCK |
| | SOD | 26,550 SF | TALL FESCUE / TURF TYPE TALL FESCUE | SOD |




1 LANDSCAPE PLAN
SCALE = 1" = 20'-0"

GRAPHIC SCALE 20'

NORTH

## LEGEND

EXISTING 10" TREE TO SAVE AND PROTECT.

NOTE: CONTRACTOR SHALL INSTALL WOODEN LATH SNOW FENCING, BRIGHTLY COLORED PLASTIC CONSTRUCTION FENCING, CHAIN LINK FENCING, OR AN ALTERNATIVE BARRIER SECURELY ANCHORED TO FENCE POSTS AT THE PERIPHERY OF THE TREE'S DRIP LINE OR BEYOND TO PROTECT THE VEGETATION FROM ALL CONSTRUCTION ACTIVITIES, INCLUDING EARTHWORK OPERATIONS, MOVEMENT AND STORAGE OF EQUIPMENT AND MATERIALS.

## LANDSCAPE SUMMARY

**TREE PRESERVATION (14-500-03)**

**PROVIDED:**
1 TREE BETWEEN 9-12" DBH = 2 CREDITS

**STREET TREES - NONRESIDENTIAL DISTRICTS (15-503-02-D)**

**REQUIRED:**
1 TREE PER 40 FEET OF STREET FRONTAGE:
NOLAND ROAD = 4 TREES
**PROVIDED:**
NOLAND ROAD = 4 TREES

**LANDSCAPED OPEN SPACE (14-503-04-B)**

**REQUIRED:**
MINIMUM 20% OF THE AREA WITHIN 20 FEET OF THE PERIMETER OF ALL BUILDINGS
**PROVIDED:**
MINIMUM 20% OF THE AREA WITHIN 20 FEET OF THE PERIMETER OF ALL BUILDINGS

**PARKING LOT PERIMETER LANDSCAPING (15-503-05)**

**REQUIRED ON SITES WITH OVER 5 ACRES:**
1 TREE AND 3 SHRUBS PER 40 FEET OF PARKING LOT PERIMETER:
454 FEET = 11 TREES AND 34 SHRUBS
**PROVIDED:**
11 TREES AND 34 SHRUBS

**PARKING LOT INTERIOR LANDSCAPING (15-503-06)**

**REQUIRED:**
EACH LANDSCAPE ISLAND MUST INCLUDE AT LEAST 1 TREE
1 TREE AND 3 SHRUBS FOR EVERY 20 PARKING SPACES
29 PARKING SPACES = 2 TREES AND 5 SHRUBS
**PROVIDED:**
2 TREES AND 5 SHRUBS

landworks STUDIO
102 S. Cherry Street
Olathe, KS 66061
p. 913.780.6707
www.landworksstudio.com

OWN
Engineering beyond.
8455 College Boulevard
Overland Park, KS 66210
816.777.0400
weareown.com
FORMERLY ANDERSON ENGINEERING
A licensed Kansas Engineering Corporation
COA# E-137

**CRASH CHAMPIONS PRELIMINARY DEVELOPMENT PLAN**

1550 S. NOLAND RD.
INDEPENDENCE, MO 64055

**REVISIONS**

| NO. | DESCRIPTION | DATE |
|---|---|---|
| | | |

**DRAWING INFORMATION**

PROJECT NO: 24KC10013
DRAWN BY: EMF
CHECK BY: EMF
ISSUED DATE: 04/28/2025

ISSUED BY: ERICA FLAD, PLA
LICENSE NO: 2010000196

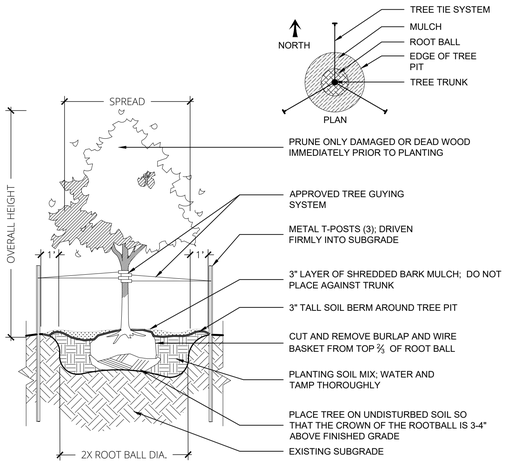
**SHEET TITLE**

LANDSCAPE PLAN

**SHEET NUMBER**

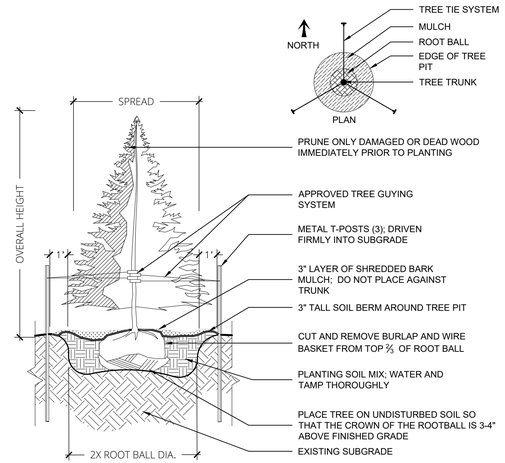
L1

C:\Users\erica\AppData\Local\Temp\AcPublish_14920\25-012_Crash Champions Landscape_current.dwg



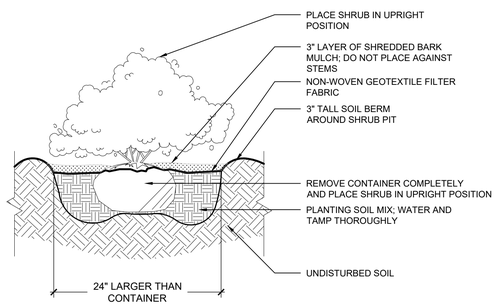

## 1 DECIDUOUS TREE PLANTING

SCALE = 1/4" = 1'-0"



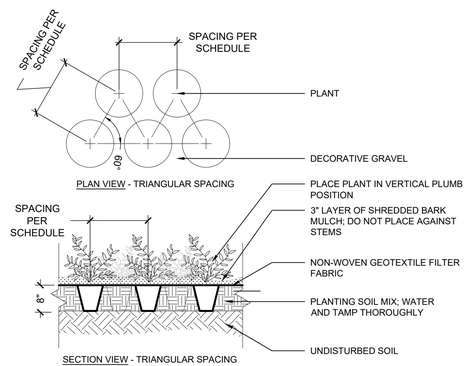

## 2 EVERGREEN TREE PLANTING

SCALE = 1/4" = 1'-0"



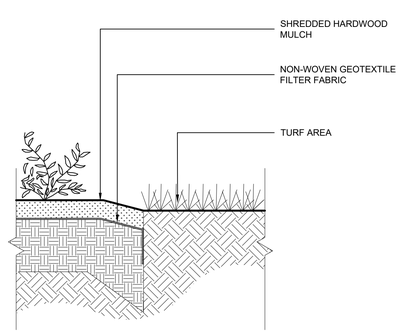

## 3 SHRUB PLANTING

SCALE = 1/2" = 1'-0"




## 4 PERENNIAL & GRASS PLANTING

SCALE = 1/2" = 1'-0"




## 5 CULTIVATED LANDSCAPE EDGE

SCALE = 1" = 1'-0"

# PLANTING NOTES

1. CONTRACTOR SHALL LOCATE ALL UTILITIES BEFORE COMMENCING WORK. CONTACT THE MISSOURI ONE CALL SYSTEM AT 1-800-DIG-RITE OR 811 TO FILE A LOCATE REQUEST PRIOR TO ANY EXCAVATION. CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR OF ANY DAMAGE TO UTILITIES RESULTING FROM LANDSCAPE OPERATIONS. ANY UTILITIES SHOWN ON THIS PLAN ARE FOR REFERENCE ONLY AND MAY OR MAY NOT DEPICT THE ACTUAL LOCATION OF SERVICES.

2. QUANTITIES OF MATERIALS SHOWN ON THE LANDSCAPE PLAN TAKE PRECEDENCE OVER QUANTITIES SHOWN ON THE PLANT SCHEDULE. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL QUANTITIES ON THE LANDSCAPE PLAN PRIOR TO BIDDING.

3. REPORT ANY DISCREPANCIES IN THE LANDSCAPE PLAN TO THE LANDSCAPE ARCHITECT, PRIOR TO PURCHASING MATERIALS OR STARTING CONSTRUCTION.

4. UNLESS OTHERWISE NOTED, ALL AREAS NOT DESIGNATED AS PAVEMENT OR BUILDING WILL BE SEEDED, SODDED, OR LANDSCAPED WITH PLANT MATERIALS.

5. ALL DISTURBED AREAS NOT COVERED BY BUILDING OR PAVEMENT SHALL BE BROUGHT TO FINISH GRADE AND SEEDED IN TURF-TYPE TALL FESCUE OR OTHER APPROPRIATE GROUND COVERS.

6. CONTRACTOR SHALL PROVIDE OWNER'S REPRESENTATIVE WITH SOIL TEST ANALYSIS REPORTS FOR EACH SAMPLE OF EXISTING SOIL, TOPSOIL, COMPOST, AND PLANTING SOIL MIX PRIOR TO PLANTING PREPARATION. ANALYSES SHALL BE CONDUCTED BY A QUALIFIED SOIL-TESTING LABORATORY AND INCLUDE, BUT NOT BE LIMITED TO, THE FOLLOWING PARAMETERS: PARTICLE SIZE ANALYSIS (% DRY WEIGHT), USDA SOIL TEXTURE, pH AND BUFFER pH, ORGANIC CONTENT (% DRY WEIGHT), MOISTURE CONTENT (% WET WEIGHT), PHYSICAL CONTAMINANTS (% DRY WEIGHT), AND NUTRIENT LEVELS (NITROGEN, PHOSPHORUS, POTASSIUM).

7. ALL PLANTING BEDS SHALL BE AMENDED WITH A PLANTING SOIL MIX CONSISTING OF EXISTING SOIL, TOPSOIL, AND COMPOST TO MAKE A NEW SOIL WHICH MEETS THE PROJECT GOALS FOR THE INDICATED PLANTING AREAS. THESE COMPONENTS WILL BE MIXED ON-SITE IN THE FOLLOWING RATION (BY MOIST VOLUME): EXISTING SOIL, 65-70%; TOPSOIL (UNSCREENED), 25-30%; AND COMPOST, 5%. MIX THE TOPSOIL AND COMPOST TOGETHER FIRST AND THEN ADD TO THE EXISTING SOIL. MIX WITH A LOADER BUCKET TO LOOSELY INCORPORATE THE TOPSOIL/COMPOST MIX INTO THE EXISTING SOIL. DO NOT OVER MIX. DO NOT MIX WITH A SOIL BLENDING MACHINE. DO NOT SCREEN THE SOIL. CLUMPS OF TOPSOIL, COMPOST AND EXISTING SOIL WILL BE PERMITTED IN THE OVERALL MIX. AT THE TIME OF FINAL GRADING, ADD LIME OR OTHER INORGANIC AMENDMENTS, ONLY IF REQUIRED, AT RATES RECOMMENDED BY THE SOIL TESTING ANALYSES FOR THE PLANTS TO BE GROWN. PROVIDE A ONE-GALLON SAMPLE WITH TESTING DATA THAT INCLUDES RECOMMENDATIONS FOR CHEMICAL ADDITIVES FOR THE TYPES OF PLANTS TO BE GROWN. SAMPLES AND TESTING DATA SHALL BE SUBMITTED AT THE SAME TIME.

8. PLANT PIT BACKFILL FOR TREES AND SHRUBS SHALL BE PLANTING SOIL MIX, AS DESCRIBED IN ABOVE NOTE.

9. MOUND ALL PLANTING BEDS NOT ADJACENT TO BUILDINGS. PROVIDE POSITIVE DRAINAGE AROUND ALL PLANTING BEDS.

10. ALL PLANT MATERIAL SHALL BE WELL-FORMED AND DEVELOPED IN GOOD CONDITION, HEALTHY AND DISEASE-FREE, AND BE TYPICAL OF THE SPECIES. PLANTS SHALL COMPLY WITH ACCEPTABLE STANDARDS AS SET FORTH IN THE LATEST EDITION OF THE "AMERICAN STANDARD FOR NURSERY STOCK."

11. ALL PLANT MATERIALS SHALL BE PROTECTED FROM THE DRYING ACTION OF THE SUN AND WIND AFTER BEING DUG, WHILE BEING TRANSPORTED, AND WHILE AWAITING PLANTING. ROOT BALLS OF PLANTS WHICH CANNOT BE PLANTED IMMEDIATELY SHALL BE PROTECTED FROM DRYING ACTION BY COVERING THEM WITH MOIST MULCH. PERIODICALLY, APPLY WATER TO MULCH-COVERED ROOT BALLS TO KEEP THEM MOIST. IF PLANTING SHOULD OCCUR DURING GROWING SEASON, APPLY ANTI-DESSICANT TO LEAVES BEFORE TRANSPORT TO REDUCE LIKELIHOOD OF WINDBURN. REAPPLY ANTI-DESSICANT AFTER PLANTING TO REDUCE TRANSPIRATION.

12. PLANTS DESIGNATED AS CONTAINER GROWN SHALL HAVE BEEN GROWN IN POTS, CANS OR BOXES FOR A MINIMUM OF SIX MONTHS AND A MAXIMUM OF TWO YEARS. THESE PLANTS SHALL BE REMOVED FROM CONTAINERS BEFORE PLANTING. PLANTS THAT APPEAR ROOT-BOUND SHALL BE REJECTED.

13. ALL PLANT LOCATIONS ARE APPROXIMATE, ADJUST AS NECESSARY TO AVOID CONFLICTS. THE FOLLOWING APPLIES FOR GENERAL PLANT LOCATIONS:

   a. CREEPING GROUNDCOVER SHALL BE LOCATED A MINIMUM OF 6 INCHES FROM EDGE OF PAVEMENT.
   b. ALL SHRUBS SHALL BE LOCATED A MINIMUM OF 2 FEET FROM EDGE OF PAVEMENT AND 4 FEET FROM BUILDINGS.
   c. ALL TREES SHALL BE LOCATED A MINIMUM OF 4 FEET FROM EDGE OF PAVEMENT.
   d. EQUALLY SPACE ALL PLANTS OF THE SAME SPECIES FOR BEST VIEWING.

14. TURF SOD SHALL COMPLY WITH TPI's GUIDELINE SPECIFICATIONS TO TURFGRASS SODDING. SOD SHALL BE A TURF-TYPE FESCUE BLEND CONSISTING OF 85% TURF-TYPE TALL FESCUE, 10% KENTUCKY BLUEGRASS, AND 5% ANNUAL RYEGRASS.

15. TURF SEED SHALL COMPLY WITH TU.S. DEPARTMENT OF AGRICULTURE RULES AND REGULATIONS UNDER THE FEDERAL SEED ACT AND BE EQUAL IN QUALITY TO STANDARDS FOR CERTIFIED SEED. SEED SHALL BE A TURF-TYPE FESCUE BLEND CONSISTING OF 85% TURF-TYPE TALL FESCUE, 10% KENTUCKY BLUEGRASS, AND 5% ANNUAL RYEGRASS. ALL SEEDED AREAS SHALL BE MULCHED WITH STRAW OR HYDROMULCH AT TIME OF INSTALLATION UNTIL SEED HAS ESTABLISHED

16. APPLY A 3" LAYER OF SHREDDED HARDWOOD MULCH IN ALL PLANTING BEDS. MULCH SHALL BE BROWN TO DARK BROWN IN COLOR. MULCH SHOULD NOT COME IN CONTACT WITH PLANTS.

17. ALL PLANTING BEDS MUST BE SEPARATED FROM TURF AREAS WITH A CULTIVATED EDGE.

18. CONTRACTOR SHALL USE AN APPROVED TREE GUYING SYSTEM. TREE GUYING TO BE FLAT WOVEN POLYPROPYLENE MATERIAL, 3/4-INCH-WIDE, WITH A TENSILE STRENGTH OF 900 LBS. HOSE AND WIRE WILL NOT BE ACCEPTED. CONTRACTOR SHALL PROVIDE ONE OF THE FOLLOWING PRODUCTS, OR APPROVED EQUAL: "ARBORTIE GREEN" MANUFACTURED BY DEEP ROOT PARTNERS, LP, OR "LEONARD TREE TIE WEBBING GREEN" MANUFACTURED BY A.M. LEONARD, INC.

19. REMOVE ALL RUBBISH, EQUIPMENT, AND MATERIAL AND LEAVE THE AREA IN A NEAT, CLEAN CONDITION EACH DAY. MAINTAIN PAVED AREAS UTILIZED FOR HAULING EQUIPMENT AND MATERIALS BY OTHER TRADES IN A CLEAN AND UNOBSTRUCTED CONDITION AT ALL TIMES. REMOVE SOIL OR DIRT THAT ACCUMULATES DUE TO PLANTING OPERATIONS EACH DAY.

20. BIO-SWALE SHALL HAVE MINIMUM 24" DEPTH OF RAIN GARDEN MARC BMP BLEND SOIL PROVIDED BY MISSOURI ORGANIC, OR AN APPROVED EQUAL. THE GROWING MEDIA SHALL HAVE A MOISTURE CONTENT LOW ENOUGH TO PREVENT VISIBLE CLUMPING AND COMPACTION DURING PLACEMENT. CONTRACTOR SHALL PLACE GROWING MEDIA IN HORIZONTAL LIFTS NOT TO EXCEED 6" FOR THE ENTIRE BIO-SWALE FACILITY, EACH LIFT SHALL BE LIGHTLY WATERED TO ENCOURAGE SETTLING. IF THE GROWING MEDIA BECOMES CONTAMINATED WITH UNDESIRED MATERIALS DURING CONSTRUCTION, THE UNDESIRED MATERIALS SHALL BE REMOVED AND REPLACED WITH UNCONTAMINATED GROWING MEDIA AT THE CONTRACTOR'S EXPENSE. TO ACCOUNT FOR SETTLING, CONTRACTOR SHALL INSTALL A SURCHARGE LIFT OF GROWING MEDIA OVER THE ENTIRE BIO-SWALE FACILITY. SURCHARGE LIFT SHALL BE ALLOWED TO SETTLE FOR A MINIMUM OF 14 DAYS PRIOR TO BRINGING THE BIO-SWALE TO FINISHED GRADE. THE ENTIRE SURFACE OF THE GROWING MEDIA SHALL BE ROTO-TILLED TO A DEPTH OF 6" AT FINAL GRADING. MECHANICAL COMPACTION OF THE GROWING MEDIA IS NOT PERMITTED. COMPACTION OF THE GROWING MEDIA SHALL NOT EXCEED 85 PERCENT DENSITY PER ASTM D1557.

# WATER PERMEABILITY TEST

1. A WATER PERMEABILITY TEST IS REQUIRED IN ORDER TO DETERMINE THE TYPE OF SOIL THE PLANT MATERIAL IS PLANTED IN. THIS REQUIRES A SHARP SHOOTER SPADE DUG 18 INCHES INTO THE GROUND. FILL THE HOLE WITH WATER AND IF AFTER 18 HOURS THE HOLE STILL RETAINS THE WATER, THE SOIL IS DETERMINED TO BE TOO POOR FOR PLANTING

2. IF THE SOIL IS DETERMINED TO BE TOO POOR FOR PLANTING, THE FOLLOWING TWO POSSIBLE REMEDIES ARE RECOMMENDED. THE FIRST REMEDY IS TO INSTALL A TEN-FOOT WIDE RAISED PLANTING BED IN ORDER TO PROVIDE ACCEPTABLE PLANTING SOIL. THE HEIGHT OF THE BED IS THE AMOUNT OF SOIL IT TAKES TO COVER THE ROOT BALL OF THE PLANT TO A LEVEL TWO INCHES ABOVE THE BALL. THE BED MUST BE COVERED WITH FOUR INCHES OF MULCH TO PROVIDE FOR MOISTURE RETENTION. A SECOND REMEDY IS TO EXCAVATE THE SOIL TO THE DEPTH OF THE ROOT BALL, ALLOWING THE ROOT BALL TO REST ON THE CLAY SOIL. EXCAVATE AN AREA FIVE TIMES THE SIZE OF THE ROOT BALL AND REPLACE THE SOIL WITH QUALITY PLANTING SOIL. THIS MUST ALLOW THE TREE ROOTS TO SPREAD INTO ADEQUATE SOIL AND PROVIDE AN ESTABLISHED ROOT SYSTEM BEFORE SPREADING INTO THE POORER SOIL.

landworks STUDIO
102 S. Cherry Street
Olathe, KS 66061
p. 913.780.6707
www.landworksstudio.com

OWN
Engineering beyond.
8455 College Boulevard
Overland Park, KS 66210
816.777.0400
weareown.com
FORMERLY ANDERSON ENGINEERING
A licensed Kansas Engineering Corporation
COA# E-137

**CRASH CHAMPIONS PRELIMINARY DEVELOPMENT PLAN**

1550 S. NOLAND RD.
INDEPENDENCE, MO 64055

**REVISIONS**

| NO. | DESCRIPTION | DATE |
|---|---|---|
| | | |

**DRAWING INFORMATION**

PROJECT NO: 24KC10013
DRAWN BY: EMF
CHECK BY: EMF
ISSUED DATE: 04/28/2025

ISSUED BY: ERICA FLAD, PLA
LICENSE NO: 2010000196

**SHEET TITLE**

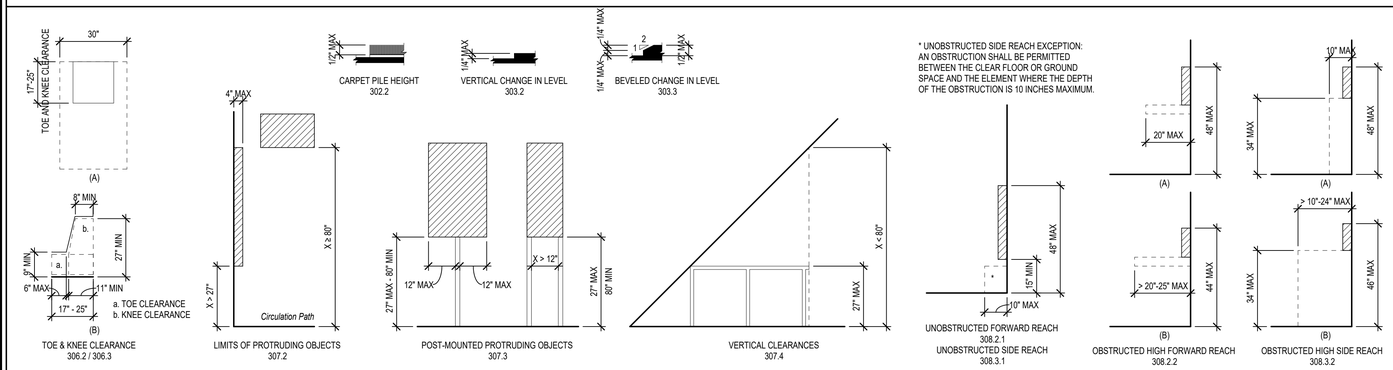
LANDSCAPE DETAILS & NOTES

**SHEET NUMBER**

L2

C:\Users\erica\AppData\Local\Temp\AcPublish_14920\25-012_Crash Champions Landscape_current.dwg

## BUILDING BLOCKS

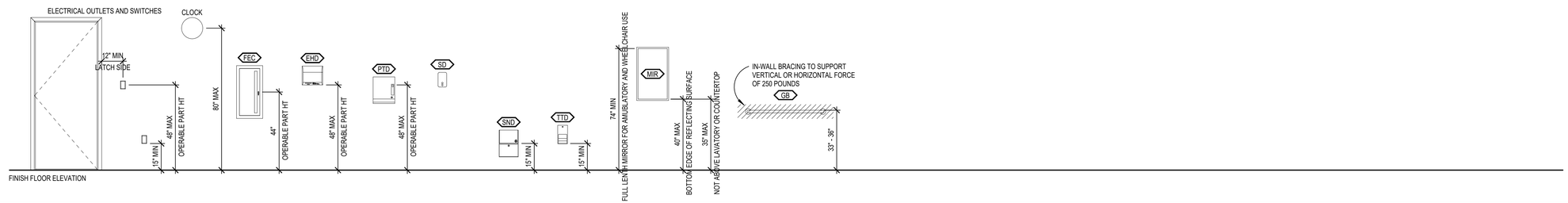



## SYMBOLS OF ACCESSIBILITY

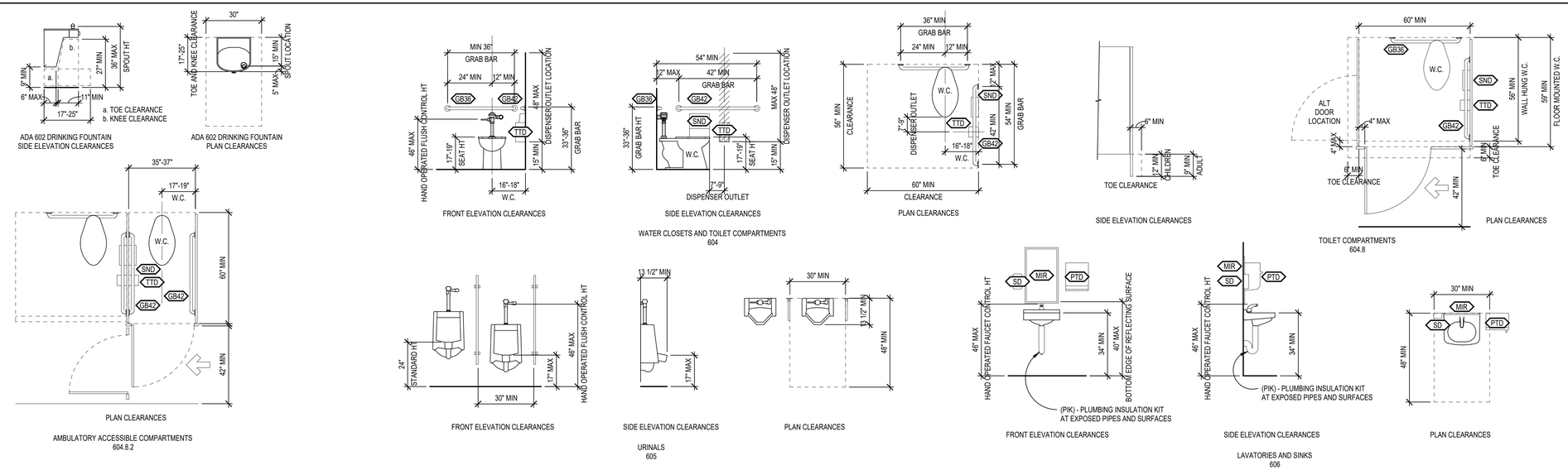
## SHEET NOTES

A. THESE ARE TYPICAL DIAGRAMS INTENDED TO SHOW MOUNTING HEIGHTS, DIMENSIONS, SPATIAL REQUIREMENTS, ETC. FOR BOTH ACCESSIBLE AND NON-ACCESSIBLE FIXTURES AND ACCESSORIES.
B. NOT ALL DEVICES, FIXTURES, ACCESSORIES, ETC. THAT ARE SHOWN IN THESE DIAGRAMS ARE APPLICABLE TO THIS PROJECT. REFER TO ENLARGED FLOOR PLANS, INTERIOR ELEVATIONS, ROOM FINISH SCHEDULE, MEP DWGS AND PROJECT MANUAL FOR ADDITIONAL INFORMATION AND IDENTIFICATION OF WHICH SPECIFIC DEVICES, FIXTURES AND ACCESSORIES ARE INCLUDED UNDER THIS CONTRACT.
C. COMPLY WITH THE MOUNTING HEIGHTS SHOWN ON THESE DIAGRAMS UNLESS SPECIFICALLY DIMENSIONED ELSEWHERE ON THESE DRAWINGS.
D. ALL DIMENSIONS ON THIS SHEET ARE FROM FACE OF FINISH MATERIAL.
E. CLEAR FLOOR SPACE DIAGRAMS SHALL BE PERMITTED TO INCLUDE KNEE AND TOE CLEARANCES

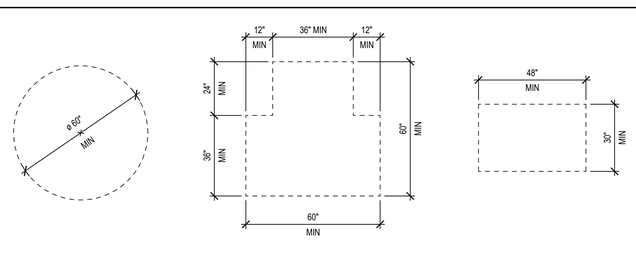
## TYPICAL MOUNTING HEIGHTS



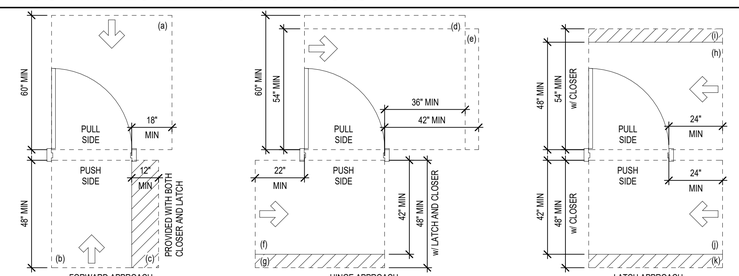

## PLUMBING ELEMENTS AND FACILITIES




## CLEAR FLOOR AND GROUND SPACE




## DOOR MANEUVERING CLEARANCES




## VAN ACCESSIBLE STALL SIGN DETAIL

TESSERE
www.tessere.com

All work herein is the exclusive property of TESSERE and is not to be copied or used in any way without the express written consent of TESSERE. All drawings, specifications, ideas, designs, and arrangements appearing herein constitute the original and unpublished Work of:
© 2025 TESSERE

# INDEPENDENCE, MO

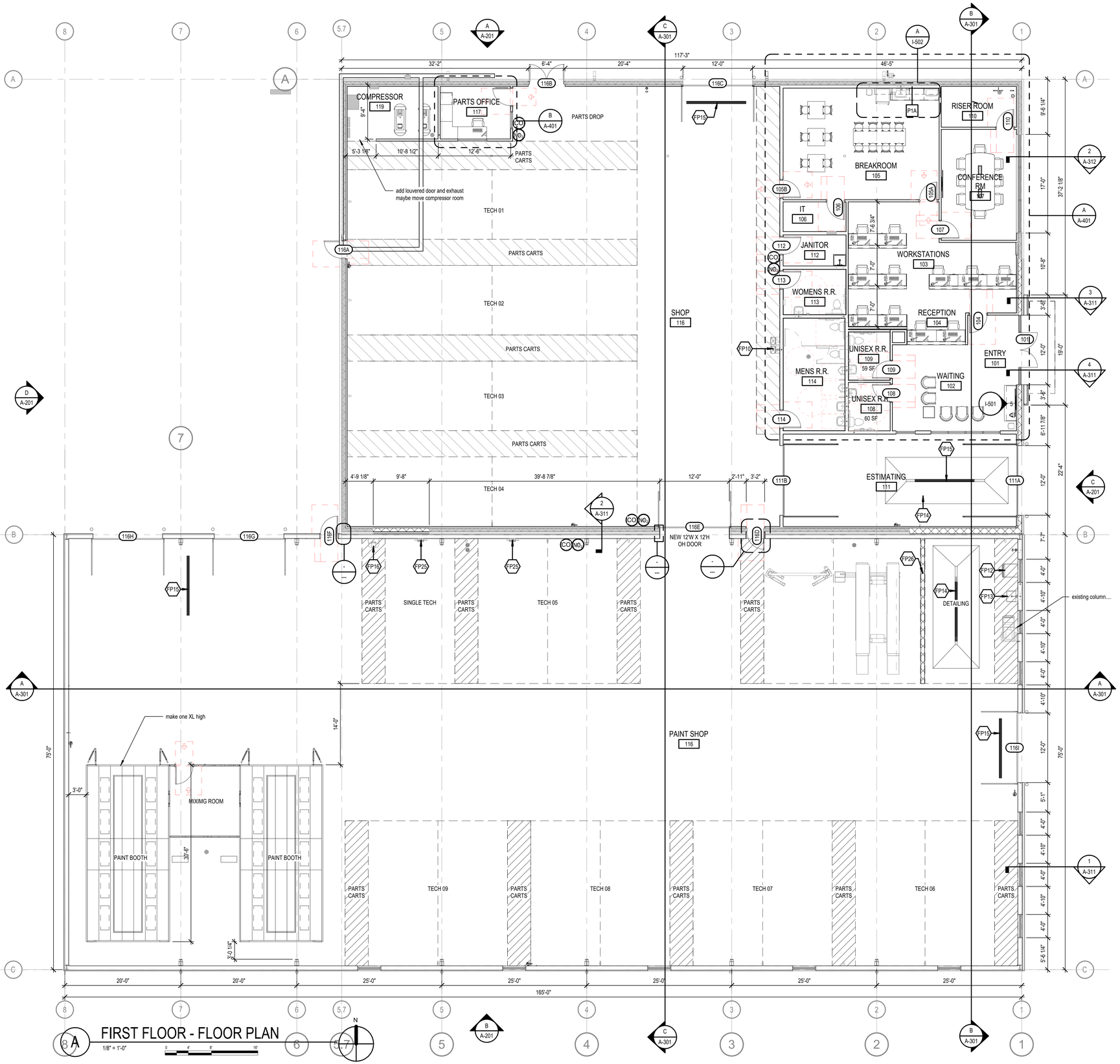
CRASH CHAMPIONS
1550 S Noland Rd, Independence, MO 64055

| △ | DESCRIPTION | DATE |
|---|---|---|
| PROJECT NO: | | 21692R24008 |
| STATUS: | 75% COORDINATION SET | |
| DATE: | | 4/21/2025 |
| DRAWN BY: | | SMC,JW |
| CHECKED BY: | | BTJ |

TYPICAL MOUNTING HEIGHTS AND CLEARANCES

# G-111

SHEET SEQ. 0104
PLOT DATE: 4/25/2025 2:05:59 PM
FILE PATH: Autodesk Docs://21692R24008_CrashChampions_Independence/MO/21692R24008_CrashChampions-Independence_MO-Build.rvt




# GENERAL NOTES

1. DIMENSIONS ARE FROM FACE OF STUD OR MASONRY TO FACE OF STUD OR MASONRY UNLESS NOTED OTHERWISE.
2. REF PARTITION TYPES SHEET FOR INTERIOR PARTITION WALL ASSEMBLY INFORMATION
3. PRIOR TO CONSTRUCTION, GC TO VERIFY WITH MANUFACTURER OR SUPPLIER, ALL DIMENSIONS OF FIXTURES AND EQUIPMENT. ALL MANUFACTURED MATERIALS, COMPONENTS, FASTENERS, ASSEMBLIES, ETC SHALL BE INSTALLED PER MANUFACTURER'S INSTRUCTIONS
4. INTERIOR DOOR OPENINGS NOT LOCATED BY DIMENSION ARE TO BE LOCATED 4" OFF OF ADJACENT PERPENDICULAR WALL STUD UNO
5. WINDOW AND DOOR OPENING DIMENSIONS REPRESENT ROUGH OPENINGS
6. FRAMER IS RESPONSIBLE FOR PROVIDING ALL BLOCKING REQUIRED FOR ANY WALL HUNG EQUIPMENT, TOILET ACCESSORIES, SHELVING, EXTERIOR LIGHT FIXTURES, WINDOW TREATMENTS, HARDWARE, ETC. G.C. RESPONSIBLE FOR COORDINATION WITH OWNER, FF&E VENDORS AND OTHER VENDORS FOR BLOCKING AND ROUGH IN REQUIREMENTS.
7. ALL CONCEALED WOOD TO BE FIRE TREATED. ALL WOOD THAT IS TO BE IN CONTACT WITH CONCRETE IS TO BE PRESSURE TREATED
8. SEALANT TO BE INSTALLED AT, BUT NOT LIMITED TO, THE FOLLOWING AREAS: BETWEEN EXTERIOR WALLS AND FOUNDATIONS AND AROUND ALL EXTERIOR BUILDING ENVELOPE OPENINGS, EXTENTS OF CABINETRY MEETING GYP WALLS, INTERIOR AND EXTERIOR PERIMETER OF ALL DOOR FRAMES, WINDOW FRAMES, AND GYP BOARD OPENINGS, AND PERIMETER OF ALL TOILETS, URINALS, AND SINKS TO FLOOR AND WALLS. REF SPEC SECTION 079200 FOR SEALANT INFORMATION. PLUMBING CONTRACTOR RESPONSIBLE FOR SEALING AT ALL PLUMBING FIXTURES
9. MOLD RESISTANT GYP BD. TO BE USED IN ALL WET AREAS, INCLUDING, BUT NOT LIMITED TO: WALLS IN PUBLIC AND PRIVATE RESTROOMS, PLUMBING FIXTURE WALLS, AND AROUND ALL MOP SINKS. FIBER CEMENT BOARD TO BE USED IN LIEU OF MOLD RESISTANT GYP BOARD AS DIRECTED ELSEWHERE
10. REFER TO INTERIOR SHEETS & EQUIPMENT SHEETS FOR CASEWORK, FINISH, FURNITURE, EQUIPMENT AND ACCESSORY INFORMATION.
11. NOT USED.
12. REFER TO RESPONSIBILITY MATRIX FOR OWNER PROVIDED FURNITURE AND EQUIPMENT.
13. CONTRACTOR TO PROVIDE NEW MOISTURE BARRIER WHERE EXISTING CONCRETE SLAB WILL BE REMOVED AND/OR WHEN INFILLING EXISTING OPENINGS
14. COORDINATE LOW VOLTAGE TELEPHONE / DATA / SECURITY / IT WORK WITH OWNER AND WITH LOCAL TELEPHONE COMPANY BEFORE BEGINNING WORK
15. STRUCTURAL AND MEP CONTENT SHOWN IN ARCHITECTURAL DRAWINGS IS FOR DESIGN INTENT REFERENCE ONLY. REFER TO FULL DRAWING SET FOR SPECIFIC INFORMATION PERTAINING TO EACH TRADE

# FLOOR PLAN LEGEND

- NEW WALL ASSEMBLY
- EXISTING WALL ASSEMBLY
- NEW MASONRY WALL ASSEMBLY
- EXISTING MASONRY WALL ASSEMBLY
- EXISTING WALL ASSEMBLY DEMO

# FLOOR PLAN KEYNOTES

| | |
|---|---|
| FP10 | BI-LEVEL DRINKING FOUNTAIN. REF MEP. |
| FP12 | ALL-IN-ONE WASHER/DRYER. REF MEP. |
| FP13 | UTILITY SINK. REF PLUMBING. |
| FP14 | SLOPE CONCRETE 1/4" PER FOOT TO TRENCH DRAIN. |
| FP15 | NEW TRENCH DRAIN. REF PLUMBING AND STRUCTRUAL. PROVIDE NEW VAPOR BARRIER. |
| FP16 | SELF-CONTAINED WALL-MOUNTED EYEWASH STATION |
| FP25 | NEW EV CHARGER. REF MEP. |
| FP26 | NEW 6"X6" CONCRETE CURB. |

## PRODUCT SPECIFICATIONS

| NAME | MANUF/DESCRIPTION |
|---|---|
| CURTAIN WALL | AMCRAFT MANUFACTURING, INC/MATERIAL: 11' HIGH 14 OZ. LAMINATED VINYL W/LEATHER GRAIN FINISH, FIRE RETARDANT; COLOR: GRAY/WELDVIEW BLUE/WHITE (FROM BOTTOM TO TOP); TOP EDGE: REINFORCED W/GROMMETS 12" ON CENTER; FLOOR SWEEP: TO STOP AIR FLOW THROUGH 1" GAP FROM BOTTOM OF CURTAIN TO THE FLOOR MADE WITH 14 OZ. LAMINATED VINYL IN BLACK; WEIGHTED BOTTOM: CHAIN SEWN INTO BOTTOM HEM.<br><br>NOTE:<br>G.C. TO VERIFY HEIGHT/WIDTH AND MOUNTING OPTION FOR CURTAIN WALL BASED ON EXISTING CEILING CONDITIONS. |
| RETRACTABLE BOLLARDS | THE BOLLARD EXPERTS: MANUAL RETRACTABLE - SERIES #MR4000 |

TESSERE

www.tessere.com

All work herein is the exclusive property of TESSERE and is not to be copied or used in any way without the express written consent of TESSERE. All drawings, specifications, ideas, designs, and arrangements appearing herein constitute the original and unpublished Work of: © 2025 TESSERE

# INDEPENDENCE, MO

CRASH CHAMPIONS
1550 S Noland Rd, Independence, MO 64055

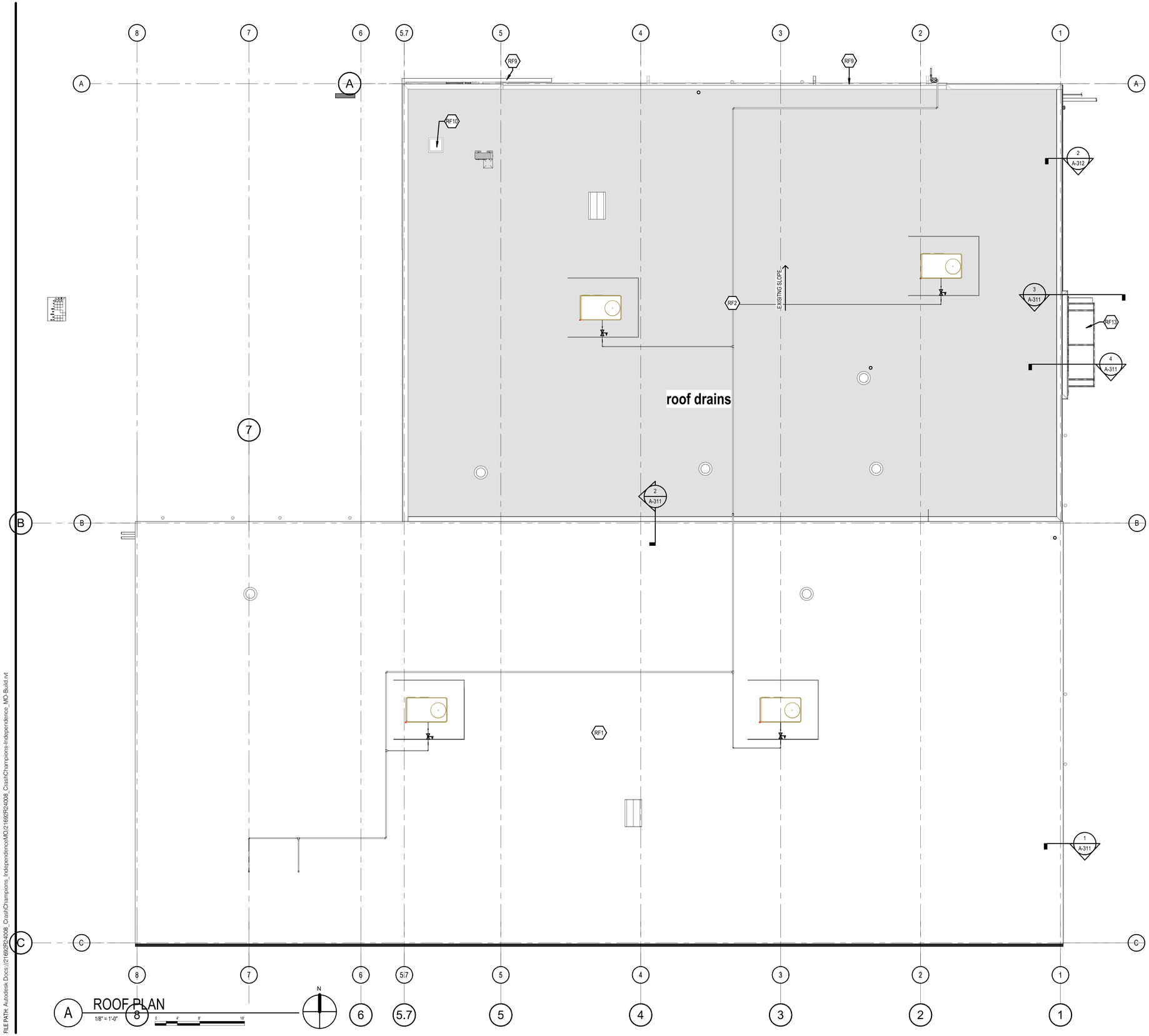
| △ | DESCRIPTION | DATE |
|---|---|---|

| | |
|---|---|
| PROJECT NO: | 21692R24008 |
| STATUS: | 75% COORDINATION SET |
| DATE: | 4/21/2025 |
| DRAWN BY: | SMC,JW |
| CHECKED BY: | BTJ |

ARCHITECTURAL FLOOR PLAN

# A-101

SHEET SEQ. 0822
PLOT DATE: 4/25/2025 2:06:02 PM
FILE PATH: Autodesk Docs://21692R24008_CrashChampions_IndependenceMO/21692R24008_CrashChampions-Independence_MO-Build.rvt




A ROOF PLAN
1/8" = 1'-0"

## ROOF LEGEND

- AREA NOT IN SCOPE OF WORK U.N.O.
- ROOF CRICKET
- EXPANSION JOINT LOCATION
- INDICATES DIRECTION OF FLOW / ROOF SLOPE

## GENERAL NOTES

| # | NOTES |
|---|---|
| A | ALL NEW CONSTRUCTION TO BE IN ACCORDANCE WITH THE MANUFACTURER'S REQUIREMENTS, ACCEPTED CONSTRUCTION STANDARDS, AND CONFROM TO ALL BUILDING CODES AND REGULATIONS. |
| B | ALL ROOFS TO SLOPE 1/4" PER FOOT MIN, U.N.O.. ALL CRICKETS TO SLOPE 90 DEGRESS TO ROOF PLANE AND SLOPE 1/2" PER FOOT MIN, U.N.O.. |
| C | CONTRACTOR TO PROVIDE ALL NECESSARY FLASHINGS AND CAULKING TO PROVIDE A WATER-TIGHT BUILDING. ALL FLASHING CONCEALED FROM VIEW TO BE GALVANIZED METAL. ALL VISIBLE FLASHING TO BE PRE-FINISHED METAL, U.N.O.. ALL VISIBLE CAULKING TO MATCH COLOR OF ADJACENT SURFACES. |
| D | ALL PARAPET, CURBS, PENETRATIONS, FLASHINGS, ETC. TO BE PER MANUFACTURER'S STANDARD DETAIL REQUIREMENTS. |
| E | SEE MECHANICAL PLANS FOR HVAC UNIT LOCATIONS, EXHAUST FAN LOCATIONS, PIPE PENETRATIONS, ETC.. SEE ELECTRICAL PLANS FOR ALL ELECTRICAL CONDUIT PENETRATIONS. FLASH ALL PENETRATIONS PER ROOFING MANUFACTURER'S STANDARD ROOF FLASHING DETAILS.. |
| F | ALL ROOFING AND FLASHING SHALL FORM A WATER TIGHT SYSTEM AND SHALL BE WARRENTED BY ROOFING MANUFACTURER FOR 20 YEARS (LABOR AND MATERIALS). |
| G | PROVIDE RUBBER ROOF WALKING TREADS (FULLY ADHERED TO ROOF) AS APPROVED BY ROOFING MANUFACTURER. INSTALL FROM ROOF HATCH TO EACH HVAC UNIT. |
| H | PAINT UNDERSIDE OF PARAPET CAP FLASHING WITH FACTORY BONDED PAINT GRIP OR PRIMER. |
| I | EXHAUST FANS MIN 10'-0" AWAY FROM ALL AIR INTAKE/SUPPLY. |

## ROOF PLAN KEYNOTES

| | |
|---|---|
| RF1 | NEW PREFINISHED BATTENLOK HS STANDING SEAM METAL ROOF. COLOR: TRUE BLACK. |
| RF2 | EXISTING ROOF TO REMAIN. PATCH AND REPAIR AS REQUIRED. |
| RF9 | GUTTER AND DOWNSPOUTS |
| RF10 | ROOF HATCH |
| RF13 | NEW CANOPY REF. B/A-411 |

TESSERE
www.tessere.com

All work herein is the exclusive property of TESSERE and is not to be copied or used in any way without the express written consent of TESSERE. All drawings, specifications, ideas, designs, and arrangements appearing herein constitute the original and unpublished Work of:
© 2025 TESSERE

# INDEPENDENCE, MO

CRASH CHAMPIONS
1550 S Noland Rd, Independence, MO 64055

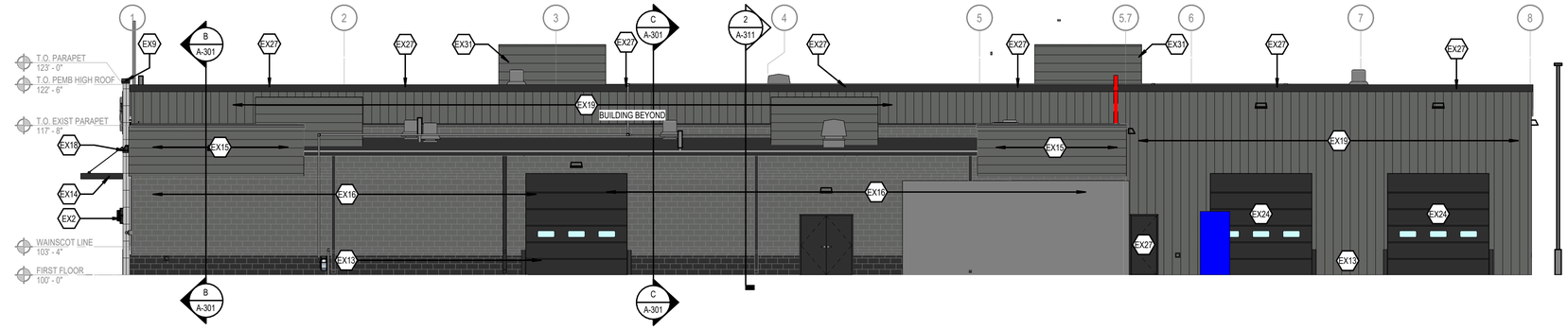
| △ | DESCRIPTION | DATE |
|---|---|---|

| | |
|---|---|
| PROJECT NO: | 21692R24008 |
| STATUS: | 75% COORDINATION SET |
| DATE: | 4/21/2025 |
| DRAWN BY: | SMC,JW |
| CHECKED BY: | BTJ |

ROOF PLAN

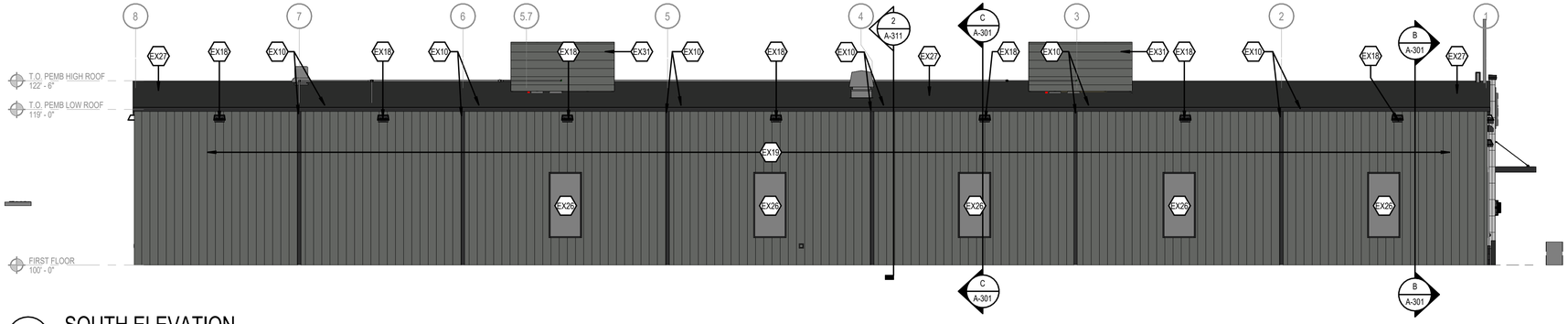
# A-121

SHEET SEQ: 0804
PLOT DATE: 4/25/2025 2:06:03 PM
FILE PATH: Autodesk Docs://21692R24008_CrashChampions_Independence/MO/21692R24008_CrashChampions-Independence_MO-Build.rvt



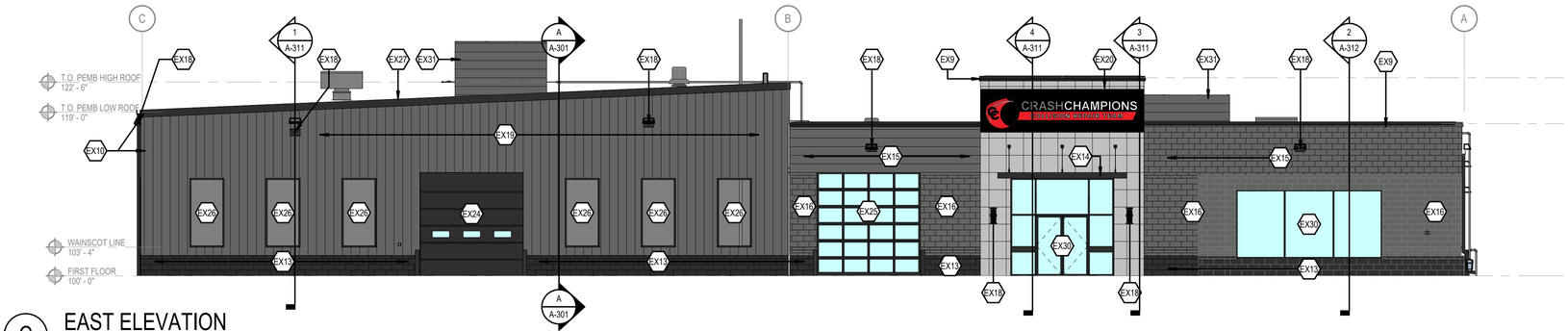

## A NORTH ELEVATION

1/8" = 1'-0"



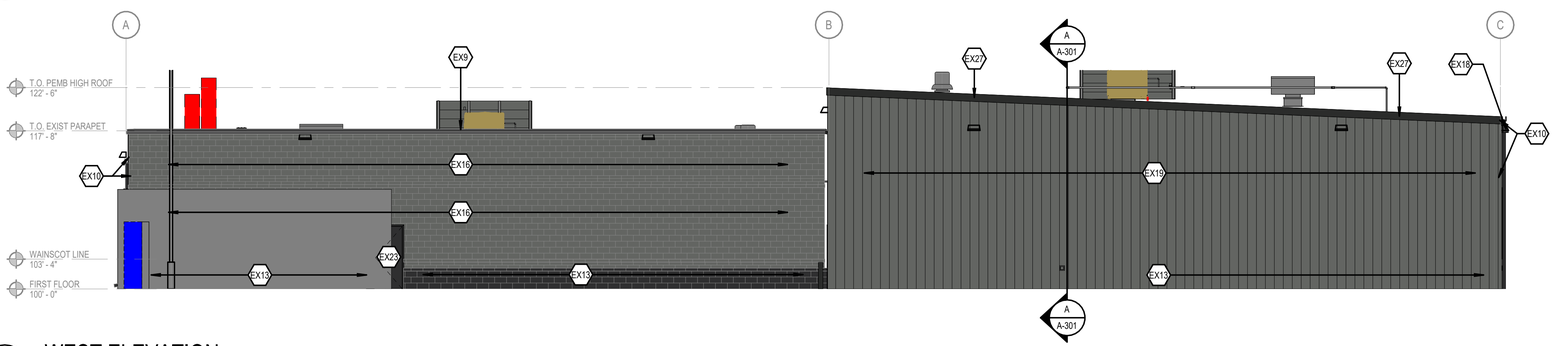

## B SOUTH ELEVATION

1/8" = 1'-0"




## C EAST ELEVATION

1/8" = 1'-0"




## D WEST ELEVATION

1/8" = 1'-0"

## EXTERIOR NOTES:

1. BUILDING MOUNTED EQUIPMENT IS SHOWN FOR REFERENCE ONLY. REFER TO MEP/DETAIL DRAWINGS FOR SPECIFICATIONS, TYP.
2. EXTERIOR SIGNAGE IS BY OWNER AND TO BE COORDINATED WITH OWNER'S SIGN VENDOR. THE EXTERIOR SIGNAGE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ALL REQUIRED SIGN PERMITS.
3. ALL WALL-MOUNT EXHAUST FANS/LOUVERS TO HAVE A COLOR TO MATCH ADJACENT BUILDING COLOR, U.N.O., SUBJECT TO ARCHITECT APPROVAL. REFER TO MECHANICAL DRAWINGS FOR FINAL LOCATIONS AND ADDITIONAL INFORMATION.
4. EXPOSED METAL FLASHING AND MISCELLANEOUS STEEL TO MATCH ADJACENT BUILDING COLOR, U.N.O..
5. CAULK AND SEAL ALL BUILDING JOINTS AS REQUIRED TO PROVIDE WEATHER TIGHTNESS.

## EXTERIOR KEYNOTES

| | |
|---|---|
| EX2 | DECORATIVE WALL SCONCE. REF ELEC |
| EX9 | MATERIAL: METAL COPING CAP/ROOF TRIM<br>COLOR: SW-6258 'TRICORN BLACK' |
| EX10 | MATERIAL: METAL GUTTER/DOWNSPOUTS<br>COLOR: SW-6258 'TRICORN BLACK' |
| EX13 | CMU BLOCK VENEER COLOR: SW-6258 'TRICORN BLACK' |
| EX14 | NEW METAL CANOPY. COLOR: SW-6258 'TRICORN BLACK' |
| EX15 | MATERIAL: HORIZONTAL RIBBED METAL PANEL. MORIN MATRIX MX-1<br>COLOR: PREFINISHED ZINC GRAY |
| EX16 | PAINT<br>COLOR: SW 7068 'GRIZZLE GRAY' |
| EX18 | EXTERIOR LIGHT FIXTURE. REF ELECTRICAL |
| EX19 | MATERIAL: VERTICAL METAL PANEL, MBCI MANUF. FW-120 PANEL<br>COLOR: SLATE GRAY |
| EX20 | MATERIAL: MCM PANEL -3A COMPOSITES USA INC - ALUCOBOND PLUS MALE/FEMALE RAINSCREEN,<br>COLOR: NATURAL COLLECTION; BRUSHED STAINLESS |
| EX23 | HOLLOW METAL DOOR AND FRAME<br>COLOR: SW-6258 'TRICORN BLACK' |
| EX24 | STEEL SECTIONAL OVERHEAD DOOR<br>COLOR: SW-6258 'TRICORN BLACK' |
| EX25 | ALUMINUM SECTIONAL OVERHEAD DOOR<br>FRAME COLOR: SW-6258 'TRICORN BLACK' |
| EX26 | ALUMINUM SPANDREL WINDOW; MFR: KAWNEER; MODEL: TRI-FAB VERSAGLAZE 451-T<br>COLOR: ANODIZED BLACK |
| EX27 | MATERIAL: STANDING SEAM METAL ROOFING, MBCI MANUF. BATTENLOK HS<br>COLOR: TRUE BLACK |
| EX30 | ALUMINUM STOREFRONT SYSTEM,<br>MANUFACTURER: KAWNEER<br>MODEL: TRI-FAB VERSAGLAZE 451-T<br>COLOR: ANODIZED BLACK |
| EX31 | METAL RTU SCREEN<br>MANUFACTURER: ENVISOR OR EQUIVALENT<br>MODEL: HORIZONTAL 7.2 RIBBED SOLID<br>COLOR: SLATE GRAY |

TESSERE

www.tessere.com

All work herein is the exclusive property of TESSERE and is not to be copied or used in any way without the express written consent of TESSERE. All drawings, specifications, ideas, designs, and arrangements appearing herein constitute the original and unpublished Work of:
© 2025 TESSERE

# INDEPENDENCE, MO

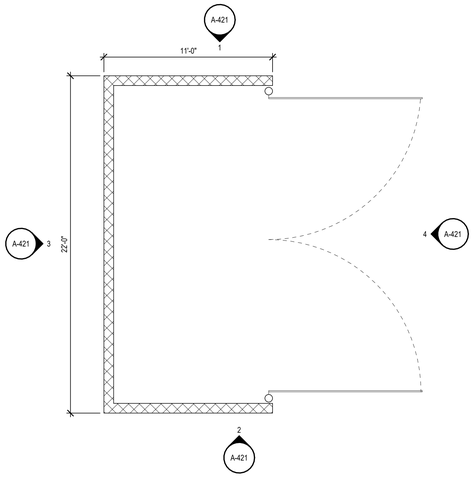
CRASH CHAMPIONS
1550 S Noland Rd, Independence, MO 64055

| △ | DESCRIPTION | DATE |
|---|---|---|
| PROJECT NO: | | 21692R24008 |
| STATUS: | 75% COORDINATION SET | |
| DATE: | | 4/21/2025 |
| DRAWN BY: | | SMC,JW |
| CHECKED BY: | | BTJ |

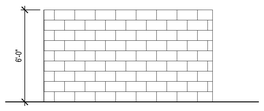
EXTERIOR ELEVATIONS

# A-201

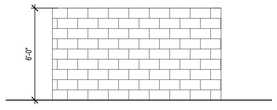
SHEET SEQ. 0805
PLOT DATE: 4/25/2025 2:06:08 P.M.
FILE PATH: Autodesk Docs://21692R24008_CrashChampions_IndependenceMO/21692R24008_CrashChampions-Independence_MO-Build.rvt



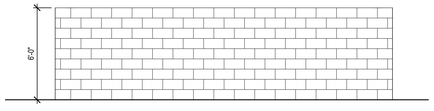

A FLOOR PLAN-TRASH ENCLOSURE
1/4" = 1'-0"



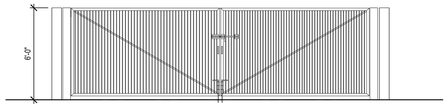

1 NORTH ELEVATION-TRASH ENCLOSURE
1/4" = 1'-0"




2 SOUTH ELEVATION-TRASH ENCLOSURE
1/4" = 1'-0"




3 WEST ELEVATION-TRASH ENCLOSURE
1/4" = 1'-0"




4 EAST ELEVATION-TRASH ENCLOSURE
1/4" = 1'-0"

TESSERE
www.tessere.com

All work herein is the exclusive property of TESSERE and is not to be copied or used in any way without the express written consent of TESSERE. All drawings, specifications, ideas, designs, and arrangements appearing herein constitute the original and unpublished Work of:
© 2025 TESSERE

# INDEPENDENCE, MO

CRASH CHAMPIONS
1550 S Noland Rd, Independence, MO 64055

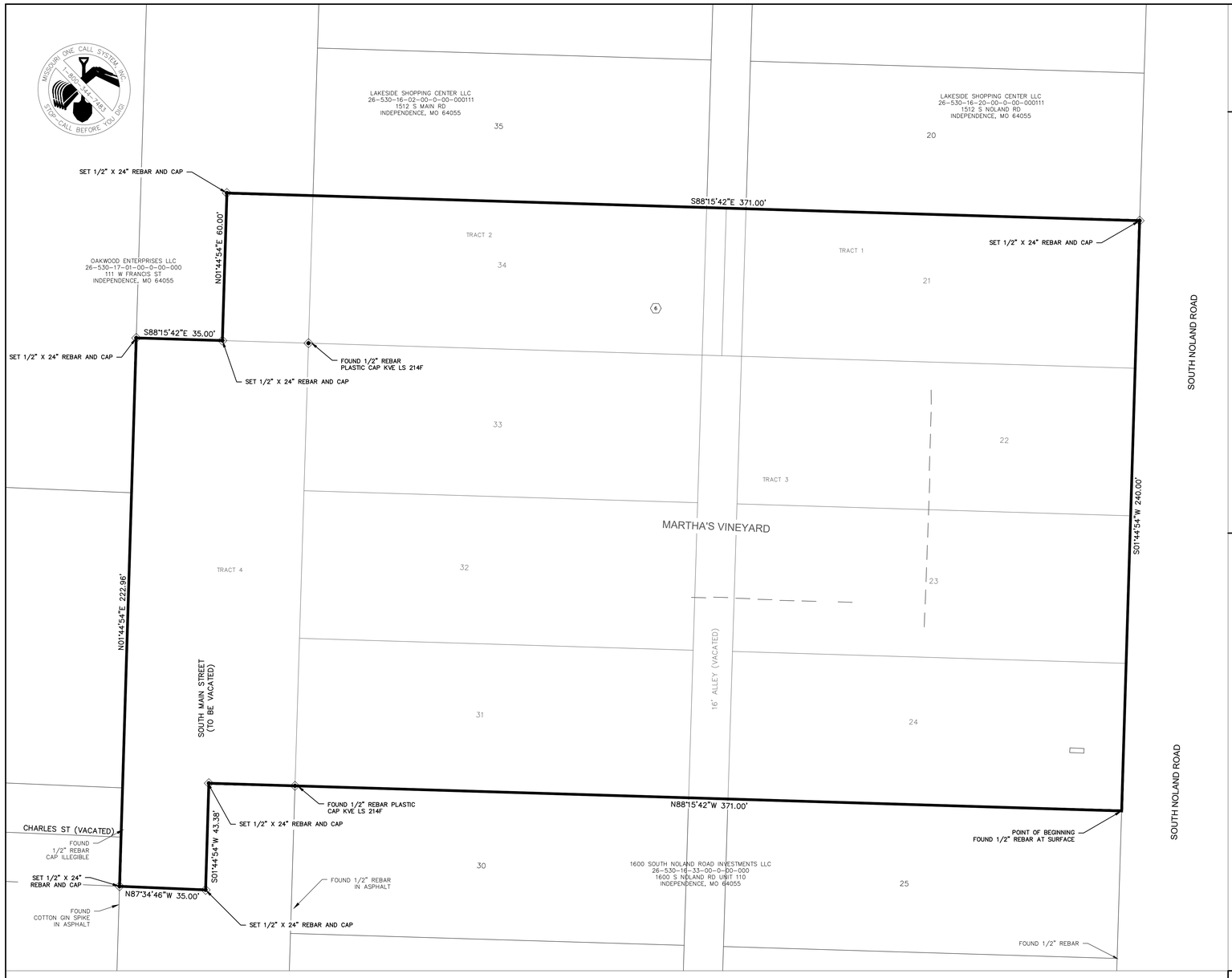
| △ | DESCRIPTION | DATE |
|---|---|---|

| | |
|---|---|
| PROJECT NO: | 21692R24008 |
| STATUS: | 75% COORDINATION SET |
| DATE: | 4/21/2025 |
| DRAWN BY: | SC, JW |
| CHECKED BY: | BTJ |

TRASH ENCLOSURE

A-421

SHEET SEQ: 0810
PLOT DATE: 4/28/2025 2:21:49 PM
FILE PATH: Autodesk Docs://21692R24008_CrashChampions_Independence/MO/21692R24008_CrashChampions-Independence_MO-Build.rvt




## SURVEYED DESCRIPTION

All of Lots 21 through 24 and Lots 31 through 34, of Martha's Vineyard, a subdivision in the City of Independence, Jackson County, Missouri, being more particularly described as follows: beginning at the southeast corner of said Lot 24, thence North 88 degrees 15 minutes 42 seconds West, with the south line of 24 and 31, a distance of 336.00 feet to the southwest corner of said Lot 31, said point also being on the east right-of-way line of S. Main Street; thence North 01 degree 44 minutes 54 seconds East, with the west line of Lots 31, 32 and 33, and with the east right-of-way line of South Main Street, a distance of 180.00 feet to the southwest corner of Lot 34, Martha's Vineyard; thence North 88 degrees 15 minutes 42 seconds West, with the westerly prolongation of the south line of said Lot 34, a distance of 35.00 feet to the centerline of vacated South Main Street; thence North 01 degree 44 minutes 54 seconds East, with the centerline of vacated South Main Street, a distance of 60.00 feet; thence South 88 degrees 15 minutes 42 seconds East, with the north line of aforesaid Lots 34 and 21 and their westerly prolongation, a distance of 371.00 feet to the northeast corner of said Lot 21, said point also being on the west right-of-way line of S. Noland Road; thence South 01 degree 44 minutes 54 seconds West, with the east line of Lots 21 through 24 and the west right-of-way line of S. Noland Road, a distance of 240.00 feet to the point of beginning. The above-described tract contains 82,740 square feet, or 1.90 acres.

## TITLE DESCRIPTION - TRACT 1 AND TRACT 2

Tract I: Lot 21, MARTHA'S VINEYARD, and the East Half of vacated alley lying West of and adjoining said Lot 21, a subdivision in Independence, Jackson County, Missouri.

Tract II: Lot 34, MARTHA'S VINEYARD, a subdivision in Independence, Jackson County, Missouri, together with the West Half of the vacated alley lying East and adjoining said Lot and together with the East Half of vacated Main Street lying West of and adjoining said lot.

## TITLE NOTES

The following title exceptions are shown to provide general information as to easements, setbacks, right-of-way or other general land restrictions. The exceptions were provided to this surveyor by Stewart Title Guaranty Company, in File No. 2259097, effective February 20, 2024 at 8:00AM, as shown on schedule B. The owner is advised to refer to the actual title commitment for the full list of requirements and exceptions. All documents shown on this drawing referenced by a book and page number are records filed with the Recorder of Deeds Office of Jackson County, Missouri.

KEY NOTE: SCH. B NUMBER:

#1: Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I – Requirements are met. This exception is not a survey matter

#2: Standard Exceptions:
a. Rights or claims of parties in possession not shown by the public records.
b. Easements, or claims of easements, not shown by the public records.
c. Any encroachments, encumbrance, violation, variation, or adverse circumstance that would be disclosed by an accurate and complete land survey of the Land.
d. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
e. Taxes or special assessments which are not shown as existing liens by the public records.
This exception is not a survey matter.

#3: Taxes 2024 and subsequent years. This exception is not a survey matter

#4: NOTE: The subject property is within tax increment financing (TIF) district.This exception is not a survey matter.

#5: Building lines, easements, restrictions and other matters shown on the recorded plat/map of MARTHA'S VINEYARD, in Plat Book P4 and Page 12, and refiled in Plat Book P4 and Page 3. This exception affects the subject property and is documentation of the boundary shown hereon.

6 #6: Ordinance/Resolution No. 1888, by the City of Independence vacating a public alley, as set forth in the instrument recorded 11/26/1968, as Instrument No. I-28586 in Book I81 and Page 1719.As affected by Ordinance No. 2482 recorded as Document No. I-76697 in Book I230 at page 1483. This exception affects the subject property and is plotted hereon

#7: Ordinance/Resolution N. 14592 by the City of Independence vacating portions of Main Street and Francis Street, as set forth in the instrument recorded 09/11/2000, as Document No. 2000I0060109. (Tract II) This exception affects the subject property.

#8: Declaration of Covenants for Santa Fe Trail Neighborhood Redevelopment Area, as more fully set forth in the document recorded as Instrument No. 2012E0083711. This exception is not a survey matter.

#9: Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.This exception is not a survey matter.

#10: Tenancy either by month to month or by virtue of a written lease, by a party in possession of any part of the subject property.This exception is not a survey matter.

#11: Any documents linked herein are provided for convenience only. Linked documents are not an abstract or attempt to abstract and shall not be the basis of any claim for negligence, negligent misrepresentation or other tort claim or action. This exception is not a survey matter.

## TITLE DESCRIPTION - TRACT 3

A tract of land being part of Lots 22, 23, 24, 31, 32 and 33, together with the vacated alley between said lots, MARTHA'S VINEYARD, a subdivision of land in Independence, Jackson County, Missouri, according to the recorded plat thereof; Beginning at the Southeast corner of said Lot 24; thence North 87 degrees 28 minutes 31 seconds West along the South line of said Lots 24 and 31, a distance of 335.00 feet to a point on the West line of said Lot 30; thence North 02 degrees 31 minutes 38 seconds East along the West line of said Lots 31, 32, and 33, a distance of 180.00 feet to a point on the North line of said Lot 33; thence South 87 degrees 28 minutes 34 seconds East along the North line of said Lots 33 and 22, a distance of 335.00 feet to a point on the East line of said Lot 22; thence South 02 degrees 31 minutes 38 seconds West along the East line of Lots 22, 23, and 24, a distance of 180.00 feet to the point of beginning.

## TITLE NOTES

The following title exceptions are shown to provide general information as to easements, setbacks, right-of-way or other general land restrictions. The exceptions were provided to this surveyor by Stewart Title Guaranty Company, in File No. 2222486, effective February 12, 2024 at 8:00AM, as shown on schedule B. The owner is advised to refer to the actual title commitment for the full list of requirements and exceptions. All documents shown on this drawing referenced by a book and page number are records filed with the Recorder of Deeds Office of Jackson County, Missouri.

KEY NOTE: SCH. B NUMBER:

#1: Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I – Requirements are met. This exception is not a survey matter.

#2: Standard Exceptions:
a. Rights or claims of parties in possession not shown by the public records.
b. Easements, or claims of easements, not shown by the public records.
c. Any encroachments, encumbrance, violation, variation, or adverse circumstance that would be disclosed by an accurate and complete land survey of the Land.
d. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
e. Taxes or special assessments which are not shown as existing liens by the public records.
This exception is not a survey matter.

#3: Taxes 2024 and subsequent years. This exception is not a survey matter.

#4: Building lines, easements and restrictions shown on the plat of MARTHA'S VINEYARD recorded 08/18/1890 in Plat Book 4 at Page 36. This exception affects the subject property and is documentation of the boundary shown hereon.

#5: Easements, if any, for public utilities, pipelines or facilities installed in any portion of the vacated street or alley, lying within the land, together with the right of ingress and egress to repair, maintain, replace and remove the same, as reserved in ordinance or resolution number 13546 recorded as Document No. 1997I0010330 in Book I2965 at Page 1645. This exception vacate a utility easement through the subject property. This easement no longer affects the subject property.

#6: Declaration of Covenants for Santa Fe Trail Neighborhood Redevelopment Area, as more fully set forth in the document recorded as Instrument No. 2012E0083711. This exceptions is not a survey matter.

#7: Restrictions, as more fully set forth in the Warranty Deed recorded as Instrument No. 2022E0005940. This exception affects the subject property and is documentation of the boundary shown hereon

#8: Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases,grants, exceptions or eservations of interests that are not listed. This exception is not a survey matter.

#9: Tenancy either by month to month or by virtue of a written lease, by a party in possession of any part of the subject property. This exception is not a survey matter.

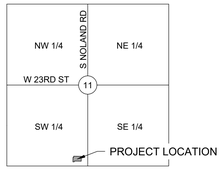
#10: Any documents linked herein are provided for convenience only. Linked documents are not an abstract or attempt to abstract and shall not be the basis of any claim for negligence, negligent misrepresentation or other tort claim or action. This exception is not a survey matter.

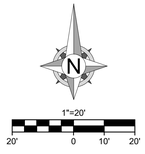
## CERTIFICATION

To Carlos Ledezma as Trustee of The Carlos Ledezma Trust, or his assigns, and Stewart Title Guaranty Company :
This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3 ,4, 5, 6(a), 7(a), 7(b)(1), 7(c), 8, 9, 11, 13, 14, 16, 17, 18, and 19 of Table A thereof. The fieldwork was completed on February 19, 2024.
Date of Plat or Map: March 26, 2024.

Samuel J. DePriest PLS 2013000041

LOCATION MAP
SECTION 11, TOWNSHIP 49N, RANGE 32W
JACKSON COUNTY, MISSOURI
SCALE=NTS




LEGEND

GUY WIRE ANCHOR
ELECTRICAL METER
FOUND MONUMENT
SET MONUMENT
GAS METER
GUARD POST
HANDICAP MARKING
WATER METER
MAILBOX
POWER POLE
SANITARY CLEAN OUT
SANITARY MANHOLE
SIGN
STORM MANHOLE
STREET LIGHT
TELEPHONE PEDESTAL
TREE
WOOD FENCE
UNDERGROUND GAS LINE
UNDERGROUND TELEPHONE LINE
UNDERGROUND POWER LINE
UNDERGROUND WATER LINE
OVERHEAD POWER LINE
SANITARY LINE

## SURVEYOR'S REPORT

1. The basis of bearing for this survey is Missouri State Plane Coordinates West Zone North America Datum 1983.

2. A 1/2" x 24" rebar with a plastic cap stamped LS-62 has been set at every property corner unless noted otherwise.

3. The address of the subject property is 1550 S Noland Road, Independence, MO 64055.

4. The subject property lies in Zone "X", as shown on Flood Insurance Rate Map #29095C0283g, effective on 1/20/2017.

5. The subject property contains total 82,740 square feet or 1.90 acres. Tract 1 contains 10,080 square feet or 0.23 acres; Tract 2 contains 12,180 square feet or 0.28 acres; Tract 3 contains 60,480 square feet or 1.39 acres; Tract 4, being Main Street to be vacated, contains 15,636 square feet or 0.36 acres.

6. The contour information shown here was taken from field survey methods. The vertical datum is NAVD 1988 based on OPUS solution on control on site.

7. The subject property is zoned C-2 – General Commercial. No Zoning Letter was provided to this surveyor and this information was retrieved from the City of Independence zoning map.

8. There is a one story concrete block building on the property. The exterior footprint of the building contains 8,912 square feet. The building height is 17.72 feet above existing grade.

9. All substantial visible improvements have been shown on this survey.

10. There are 2 handicap spaces and 40 regular car parking spaces, for a total of 42 parking spaces.

11. The utility information shown on this survey has S.U.E. (Subsurface Utility Engineering) Level of C. Utility information shown on this survey was taken from utility maps provided to this surveyor by various utility companies and utility line locate markings provided by various utility locating companies per Missouri One Call utility Locate Ticket Number 240380370, 240380371, 240380372, 240380373. This surveyor does not warrant or guarantee the location or size of any underground utility shown hereon. This surveyor does not warrant or guarantee that all utility lines, cables, pipes or wires (active or inactive) are shown on this survey.

12. The names of the adjoining owners have been taken from County GIS.

13. The distance from the Southeast corner of the subject property to the intersection of Noland Rd and East Gudgell Ave is 208 feet.

14. There is evidence of earth moving work on the subject property. It appears that the owner or owners to the north have been clearing brush and trees and have done so on to the subject property also disturbing the natural ground and asphalt on site.

15. The surveyor is not aware of any proposed changes in street right of way lines.

16. Professional liability insurance policy obtained by the surveyor in the minimum amount of $1,000,000 to be in effect throughout the contract term.

17. The easements, covenants, restrictions and entitlements shown on this survey were taken from the title commitment prepared by Stewart Title Guaranty Company in File No. 2259097 and 2222486, dated February 20, 2024 and February 12, 2024, respectively, at 8:00 a.m., and we have relied solely on said information.

18. No wetlands have been delineated on the subject property. The National Wetlands Inventory map does not show any wetlands on the subject property.

19. The subject property shown on this survey is the same as described in title commitment File No. 2259097 and 2222486, prepared by Stewart Title Guaranty Company. The subject tracts shown hereon are contiguous, with no gaps, gores or overlaps.

20. The plat of Martha's Vineyard shows Lots 14 through 27, and lost 28 through 41 being 160 feet in length, with a 16 feet wide alley in between, for a total depth of 336 feet. In the course of completing the boundary for this survey, we found four monuments along the east line of lots 14 through 27 (along the west right-of-way line of Noland Road). We also found two monuments along the center of vacated South Main Street west of Lots 28 through 41. The distance between these monuments, in the east-west direction measure 371 feet +/- (336 feet for the lot and alley depth, plus 35 feet for half of the vacated South Main Street). We also acquired an unrecorded survey by Kaw Valley Engineering dated November 8, 1996, of Lots 23, 24, 25, 31, 32 and 33. The Kaw Valley survey shows an overall distance along the north lines of Lots 33 and 22 as 335.00 feet, one foot short of the plat distance. The Kaw Valley survey also shows a dimension on the alley between Lots 33 and 32 as 15.00 feet, not 16 feet as the plat shows. Also on the Kaw Valley survey, there is a note dimensioning the alley as a "16' ALLEY VACATED IN BOOK I-230, PAGE 1483". It appears that an error was made in the Kaw Valley survey, and the monuments that were set at the northwest corner of Lot 33 and the southwest corner of Lot 31 were set in error. We have set new monuments at the correct location, and left the Kaw Valley monuments in place for reference.


OWN
Engineering beyond.
8455 College Boulevard
Overland Park, KS 66210
816.777.0400
weareown.com
FORMERLY ANDERSON ENGINEERING


# ALTA SURVEY
# CRASH CHAMPIONS

1550 S. NOLAND RD,
JACKSON COUNTY,
INDEPENDENCE, MISSOURI

| REVISIONS | | |
|---|---|---|
| NO. | DESCRIPTION | DATE |
| | | |

**DRAWING INFORMATION**

PROJECT NO: 24KC10005
DRAWN BY: BTG
CHECK BY: SD
ISSUED DATE: 03/26/2024
FIELD BOOK: N/A

ISSUED BY: SAMUEL J. DEPRIEST
LICENSE NO: PLS No. #2013000041

A licensed Missouri
Surveying Corporation
COA# 00062

SHEET TITLE
**ALTA SURVEY**

SHEET NUMBER
**C6**
6 of 6

UTILITY EASEMENT VACATION

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.

STATE OF MISSOURI
SAMUEL J. DEPRIEST
NUMBER PLS-2013000041
PROFESSIONAL LAND SURVEYOR

05/07/2024

**City of Independence Municipal Services**

**Right-of-Way Division**

**111 E. Maple Ave., Independence, MO 64050**

Date: 5/6/2024

Re: Proposed Easement/Street Vacation

I, Jackie Davis, as managing member of Wellington Real Estate LLC, the owner of the property located at 1550 S Noland Rd, Assessor's Parcel No.26-530-16-27-00-0-00-000 AND 26-530-16-10-00-0-00-000 located in the City of Independence, County of Jackson, State of Missouri. I have reviewed the attached Exhibit B that indicates the location of the proposed vacation of Easement. I agree with and support the request for the proposed Easement Vacation.

Signed _____ Date 5-6-2024

Jackie Davis
Wellington Real Estate LLC

Legend

Parcels

Right-of-Way

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

Trust Center Contact Esri Report Abuse

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

Trust Center Contact Esri Report Abuse



Esri Community Maps Contributors, City

INDEPENDENCE
MISSOURI
A GREAT AMERICAN STORY

# Planning Commission Minutes

**May 13, 2025 6:00 PM**

**City Hall, 111 E. Maple Avenue (Ground Floor), Council Chambers**

**CALL TO ORDER**

A meeting of the Planning Commission was held at 6:00 PM on 5/13/2025, in the 111 E Maple Avenue, Independence, MO 64050. The meeting was called to order.

**ROLL CALL**

Upon roll call, the following members were present - Laurie Dean Wiley, Dan O'Neill, Virginia Ferguson, Jose Torres, Michael Young. Absent - Eric Ashbaugh, Edward Nesbitt.

**CONSENT AGENDA**

The Consent Agenda consists of routine items of business to be acted upon by the Planning Commission with little or no public discussion. The staff or committee recommendation for each item is included in the Planning Commission packet. Any item may be removed by a commissioner or staff member to become part of the regular agenda.

1. **Planning Commission Minutes – April 29, 2025**

**Motion**

Commissioner Dan O'Neill made a motion to approve the Consent Agenda. Commissioner Michael Young seconded the motion. The motion was approved Yes 5, No 0, Abstained 0.

**PUBLIC HEARINGS**

1. **Case 25-100-02 – Rezoning – 13893 E 35th Street Ct S –** A request by Noland Market to rezone the subject property from I-1 (Industrial) to C-2 (General Commercial).

Brian Harker noted this case is being presented with the second Case 25-200-01.

**Staff Presentation**
Mr. Harker presented the cases. Mr. Harker presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses. Mr. Harker reviewed the conditions of approval.

**Applicant Comments**
Jacob with Olsson Associates, 1301 Burlington Street, Kansas City, stated he's available for any questions.

**Public Comments**
No public comments.

**Commissioner Comments**
Chairwoman Wiley stated she thinks this will be a great addition to the neighborhood.

In response to Commissioner Ferguson's question, Mr. Harker explained where the entrances will be located.

**Motion**
Commissioner Michael Young made a motion to approve the case. Commissioner Jose Torres seconded the motion. The motion was approved Yes 5, No 0, Abstained 0.

2. **Case 25-200-01 – Special Use Permit – 13893 E. 35th Street Ct S** – A request by Noland Market to operate a convenience store.

**Motion**
Commissioner Dan O'Neill made a motion to approve the case. Commissioner Virginia Ferguson seconded the motion. The motion was approved Yes 5, No 0, Abstained 0.

3. **Case 25-810-01 - Preliminary Development Plan – 1550 S. Noland Road** – A request by Cable-Dahmer/Crash Champions for Preliminary Development Plan approval for a body shop.

**Staff Presentation**
Mr. Harker presented the case. Mr. Harker presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses. Mr. Harker reviewed the conditions of approval.

**Applicant Comments**
Robert Merritt, 1200 E. 104th Street, Kansas City, stated the configuration changed due to grading on the property. He said the look and feel of the project is still the same and they are okay with the conditions as outlined by staff.

**Public Comments**

No public comments.

**Motion**
Commissioner Michael Young made a motion to approve the case. Commissioner Jose Torres seconded the motion. The motion was approved Yes 5, No 0, Abstained 0.

**ROUNDTABLE - NEXT MEETING JUNE 10, 2025**

**ADJOURNMENT**

*The meeting was adjourned at 6:34 p.m.*

# City of Independence

AGENDA ITEM COVER SHEET

**Agenda Title:**

25-043 **2R** An ordinance approving the petition for the establishment of the Pavilions at Hartman Heritage Community Improvement District, establishing the district, making findings and authorizing actions related to establishment of the district. **2R**

**Recommendations:**

Staff recommends approval.

**Background:**

HC Independence, LLC, the owner of the Pavilions of Hartman Heritage located on the north side of Jackson Drive between the Little Blue River and just west of Little Blue Parkway seeks a Community Improvement District for the purpose of remodeling the existing building with the purpose of revitalizing the underutilized building and preventing further decline of improvements. This ordinance would establish the CID to assist in funding improvements within the District.

The CID seeks a 1% sales and use tax to fund certain improvements within the District and/or to pay the costs of services provided by the District. The maximum length of time for the existence of the District is 27 years after the date of this Ordinance.

Approval of the Petition and the District by this Ordinance is conditioned upon the District entering into a cooperative agreement with the City, upon terms and conditions mutually acceptable to the City and District, which provides for implementation of the District, the process for reimbursement of eligible District costs and expenses and other matters as mutually determined by the City and District. No payment or reimbursement of District costs and expenses shall occur and no disbursement of District revenues shall occur until the cooperative agreement is approved and executed by the City and the District. Failure of the District to enter into such agreement within 1 year following the effective date of this Ordinance shall nullify and render void the approvals granted in this Ordinance upon such declaration by the City Council.

The District will be governed by a Board of Directors consisting of 5 members, with the initial members being as set out in the Petition. The District's Board of Directors will have authority to establish a sales tax within the District as set forth in the Petition and in conformance with the CID Act.

**Emergency Justification:**

**Fiscal Impact:**

**Council Action:**

---

**Department / Contact** Community Development /

---

**REVIEWERS**

Tom Scannell
Melissa Cabrera
Jeremy Cover
Zachary Walker
Susanne Holland

**ATTACHMENTS:**

1. Ordinance - Creating Hartman CID v1
2. Blight Study Hartman CID - FINAL
3. Petition - Hartman Heritage CID
4. LBP_JackDr_IncentiveMap_Updated_11x17

BILL NO._____

ORDINANCE NO._____

AN ORDINANCE APPROVING THE PETITION FOR THE ESTABLISHMENT OF THE PAVILIONS AT HARTMAN HERITAGE COMMUNITY IMPROVEMENT DISTRICT, ESTABLISHING THE DISTRICT, MAKING FINDINGS AND AUTHORIZING ACTIONS RELATED TO ESTABLISHMENT OF THE DISTRICT.

WHEREAS, Sections 67.1401 to 67.1571 RSMo, as amended (the "CID Act"), authorize the governing body of any city, upon presentation of a proper petition requesting the formation and after a public hearing, to adopt an ordinance establishing a community improvement district;

WHEREAS, the City of Independence, Missouri (the "City") is a charter city and a political subdivision of the State of Missouri, duly created, organized and existing under and by virtue of the Constitution and laws of the State of Missouri;

WHEREAS, property owners within the proposed community improvement district have filed with the Independence City Clerk (the "City Clerk") a petition for the establishment of a community improvement district pursuant to the CID Act, entitled "Petition for Establishment of the Pavilions at Hartman Heritage Community Improvement District" (the "Petition");

WHEREAS, the City Clerk verified that the Petition substantially complies with the CID Act, submitted the verified Petition to the City Council and set a public hearing with all proper notice being given in accordance with the CID Act or other applicable law;

WHEREAS, none of the signatures of the signers of the Petition were withdrawn within seven days after the Petition was filed with the City Clerk;

WHEREAS, all the real property included in the Pavilions at Hartman Heritage Community Improvement District (the "District") is entirely located within the City limits;

WHEREAS, on June 16, 2025, the City Council held a public hearing at which all persons interested in the formation of the District were allowed an opportunity to speak; and

WHEREAS, the Petition being fully heard before the City Council, the City Council now desires to approve the Petition, establish the District and take other actions related to establishment of the District.

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

SECTION 1. All terms used in this Ordinance shall be construed as defined in the CID Act and the Petition.

SECTION 2. The City Clerk has verified that the Petition substantially complies with all submission requirements of the CID Act.

SECTION 3. The Petition, a copy of which is on file with the City Clerk, is hereby approved and the District is hereby established within the City as a separate political subdivision of the State of Missouri. The District includes the contiguous tracts of real estate as described in the Petition and shown on the map set forth in the Petition.

SECTION 4. As set forth in the Petition, the District shall be governed by a board of directors consisting of 5 members, with the initial members being as set out in the Petition, whose successors shall be appointed as provided in the Petition; *provided that*, the initial director designated as "To be appointed by ordinance" in the Petition shall be Zachary Walker, City Manager of the City.

SECTION 5. The District's Board of Directors shall have authority to establish a sales tax and special assessments within the District as set forth in the Petition and in conformance with the CID Act.

SECTION 6. The District shall have and possess the powers authorized under the CID Act to the extent not limited in the Petition.

SECTION 7. The maximum length of time for the existence of the District is 27 years after the date of this Ordinance, unless extended in accordance with the CID Act.

SECTION 8. The City Clerk is hereby directed to prepare and file with the Missouri Department of Economic Development (the "Department") the report specified in subsection 6 of Section 67.1421 of the CID Act, substantially in the form provided by the Department.

SECTION 9. Approval of the Petition and the District by this Ordinance is conditioned upon the District entering into a cooperative agreement with the City, upon terms and conditions mutually acceptable to the City and District, which provides for implementation of the District, the process for reimbursement of eligible District costs and expenses and other matters as mutually determined by the City and District. No payment or reimbursement of District costs and expenses shall occur and no disbursement of District revenues shall occur until the cooperative agreement is approved and executed by the City and the District. Failure of the District to enter into such agreement within 1 year following the effective date of this Ordinance shall nullify and render void the approvals granted in this Ordinance upon such declaration by the City Council.

SECTION 10. The City Council hereby finds that the property within the District is a "blighted area" as defined by the CID Act. The City Council's determination that the property in the District is a blighted area is based on the blight study submitted with the Petition, which describes and depicts the blighting factors within the District. The District may exercise the additional powers granted by the CID Act within the District to remediate the blighting conditions.

SECTION 11. City staff, the City's special legal counsel, and other appropriate City officials are hereby authorized to take any and all actions as may be deemed necessary or convenient to carry out and comply with the intent of this Ordinance and to execute and deliver for and on behalf of the City all certificates, instruments, and agreements or other documents as may be necessary, desirable, convenient, or proper to perform all matters authorized herein.

SECTION 12. It is hereby declared to be the intention of the City Council that each and every part, section and subsection of this Ordinance shall be separate and severable from each and every other part, section and subsection hereof and that the City Council intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part, section or subsection of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect,

unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accord with the legislative intent.

SECTION 13. This ordinance shall take effect and be in full force as set forth in the City Charter.

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

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

ATTEST:

_____
City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
City Counselor

REVIEWED BY:

_____
City Manager

# Blight Study

## for the

## Pavilions at Hartman Heritage Community Improvement District

**Independence, Missouri**

**April 11, 2025**

**Prepared by:**

**Polsinelli PC**

# BLIGHT STUDY

Pavilions at Hartman Heritage Community Improvement District, Independence, Missouri

# I. Introduction

## *Purpose*

This analysis has been prepared to determine whether the Pavilions at Hartman Heritage Community Improvement District in Independence, Missouri is "blighted" according to § 67.1401.2(3) of the Missouri Community Improvement District Act (the "CID Act"). The property evaluated by this study is generally located in the northwest quadrant of the intersection of Interstate 70 and Little Blue Parkway, all located in the City of Independence, Missouri (the "Study Area").

## *Study Area*

The Study Area is comprised of one (1) parcel of land located in the City of Independence, Jackson County, Missouri, and comprises approximately 21.2 +/- acres. A legal description and map of the Study Area are attached as **Exhibit A** and **Exhibit B**, respectively, and the boundaries of the Study Area are generally shown as follows:

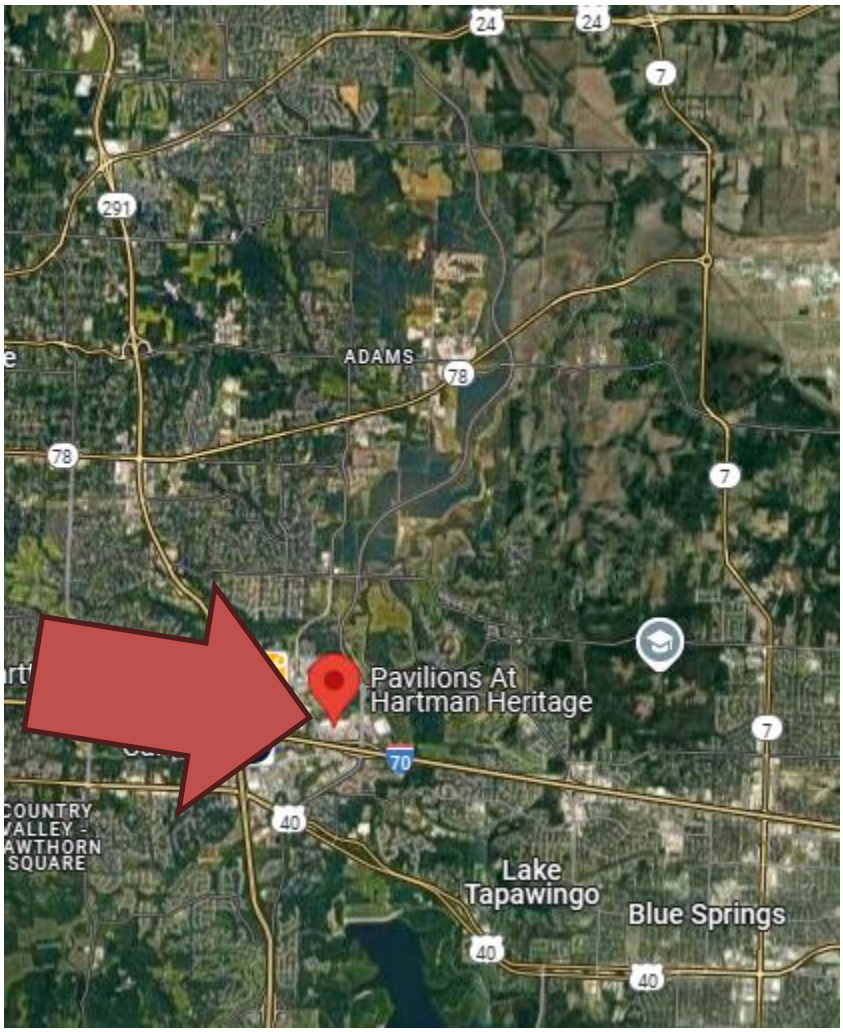
## *Statutory Analysis*

Section 67.1401.2(3) of the Missouri Revised Statutes (by reference to Section 99.805) defines a "Blighted Area" as "an area which, by reason of the predominance of insanitary or unsafe conditions, deterioration of site improvements, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes an economic or social liability or a menace to the public health, safety, or welfare in its present condition and use."

An exploration of the presence of these factors within the Study Area is included below.

# II. <u>Study Area Data</u>

The Study Area is generally located in the southeastern portion of the corporate limits of Independence, Missouri approximately one mile north of Highway 40. The general location of the Study Area is shown below:



# Property Data

## *Land Area*

According to Jackson County, Missouri records, the Study Area is comprised of the following parcels:

| Parcel Number | Acres |
|---|---|
| 34-100-03-37-00-0-00-000 | 21.2 |

## *Ownership and Current Use*

According to Jackson County, Missouri land records, the Study Area is owned entirely by HC INDEPENDENCE LLC and is used as an improved, commercial property.

# *Access*

The Study Area currently has five (5) access points, all of which provide access to the Study Area from East Jackson Drive.

# III. Blight Analysis

Section 67.1401.2(3) of the Missouri Revised Statutes (by reference to Section 99.805) defines a "Blighted Area" as "an area which, by reason of the predominance of insanitary or unsafe conditions, deterioration of site improvements, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes an economic or social liability or a menace to the public health, safety, or welfare in its present condition and use."

We have prepared the following study pursuant to the statutory factors described above and accordingly determined whether the Study Area is blighted.

## *FACTOR #1: INSANITARY OR UNSAFE CONDITIONS*

This factor was not found to be applicable within the Study Area.

## *FACTOR #2: DETERIORATION OF SITE IMPROVEMENTS*

Certain site improvements within the Study Area are in a deteriorated state.

In particular, the approximately 214,059 square foot building located within the Study Area (the "Center") exhibits widespread deterioration to both its interior and exterior, further exacerbating the Center's widespread vacancy. Presently, approximately 150,630 square feet, or seventy percent (70%), of the Center are currently unoccupied, resulting in a severe economic liability, as expanded upon below. Moreover, of the approximately 150,630 square feet of vacant space, approximately 143,020 square feet, or ninety-five percent (95%) of the currently vacant space, are in a deteriorated condition.

See Figures 1 – 10 below for photographed examples of said deterioration that persists across the vacant spaces within the Center.

**Figure 1: Degradation of External Finishes**

**Figure 2: Destroyed HVAC Systems**

**Figure 3: Destroyed HVAC Systems**

**Figure 4: Damaged Electrical Systems**

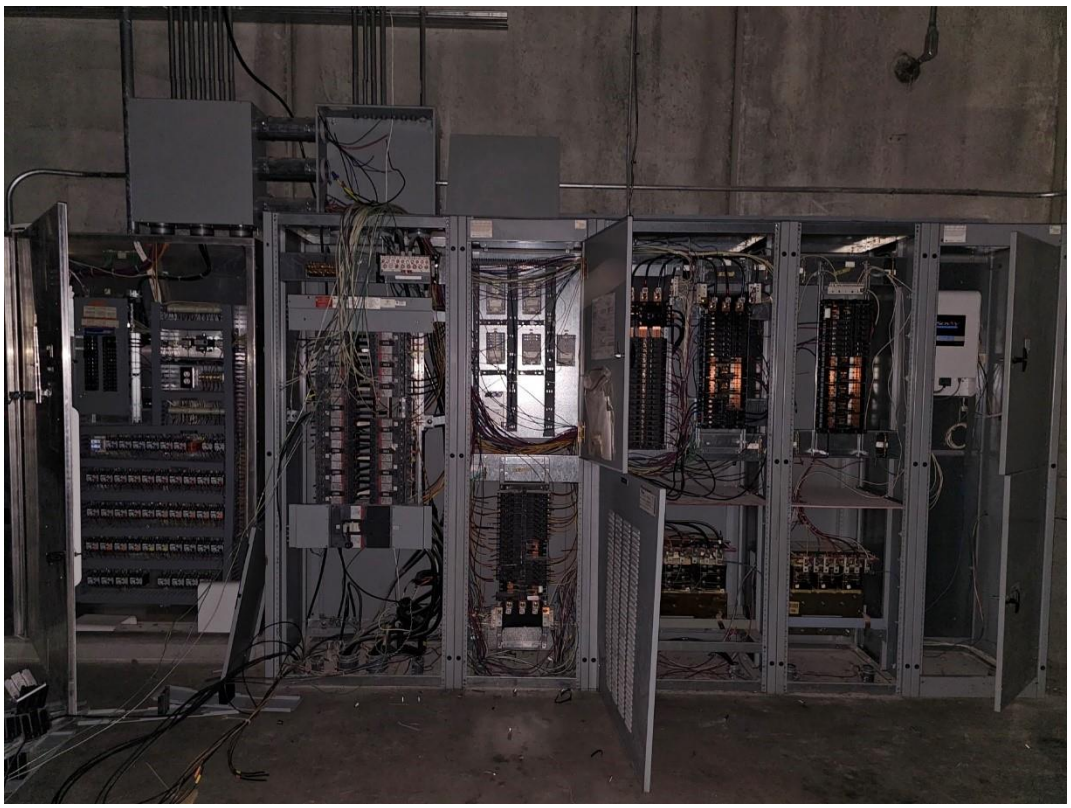


**Figure 5: Damaged Electrical Systems**

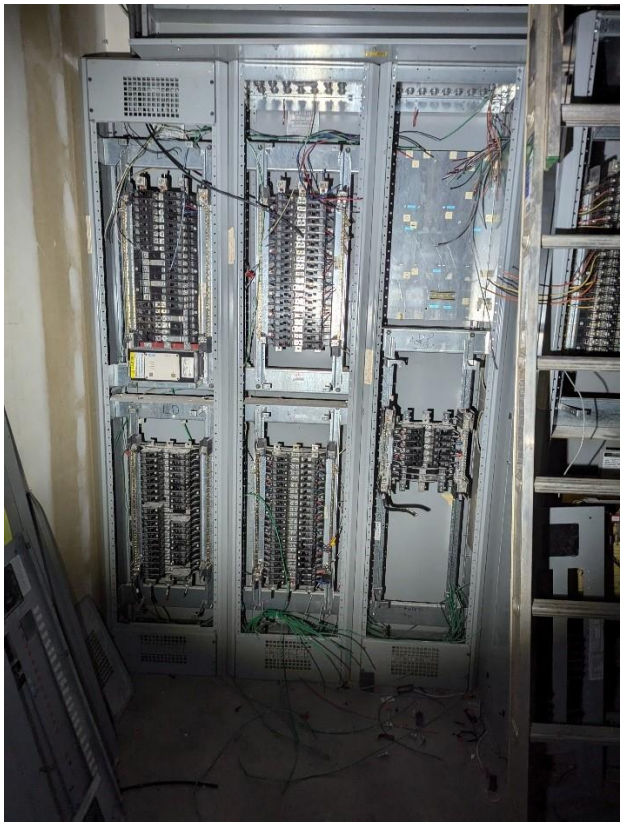


**Figure 6: Dilapidated Interior**

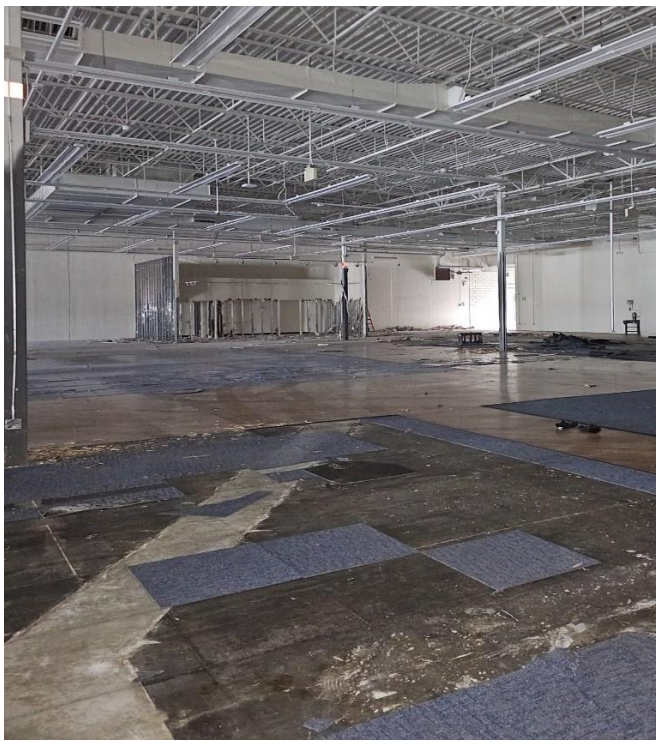
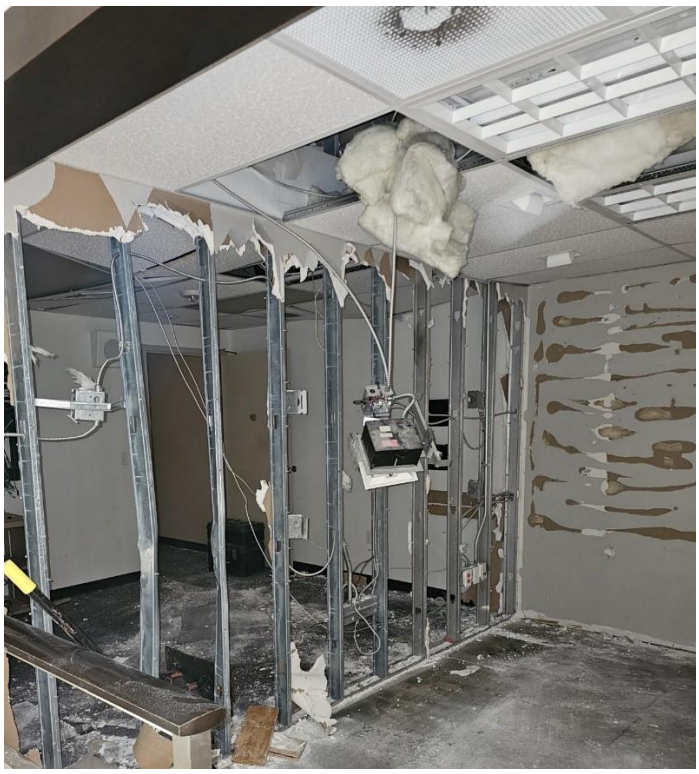


**Figure 7: Damaged Interior**



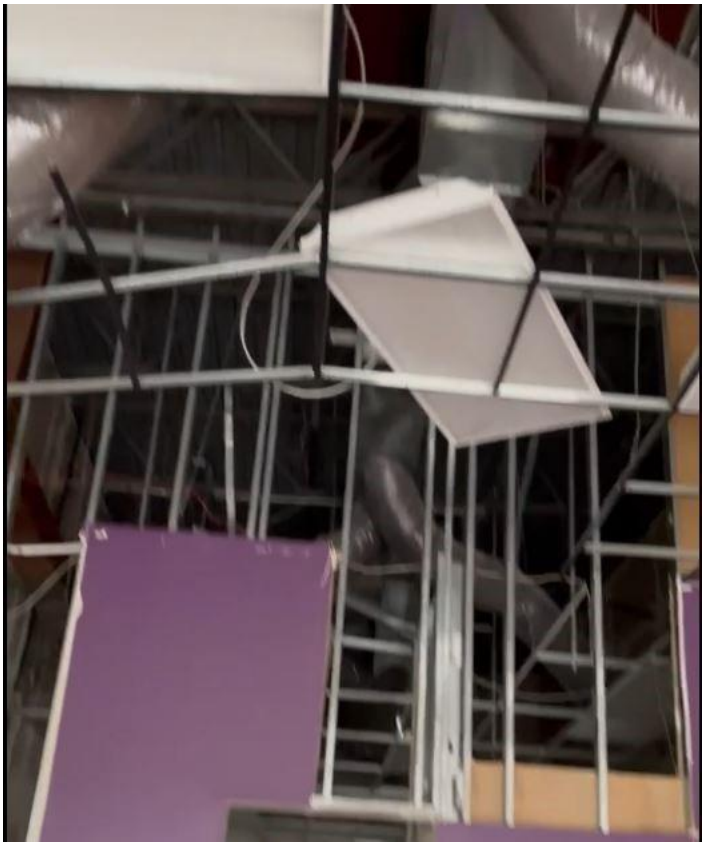


**Figure 8: Damaged Interior**

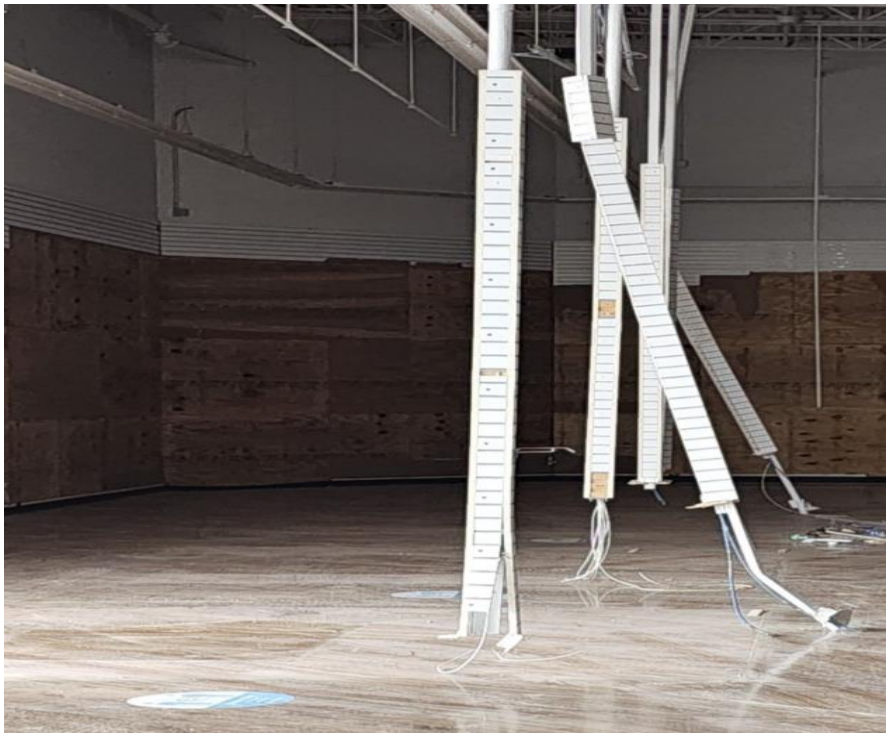
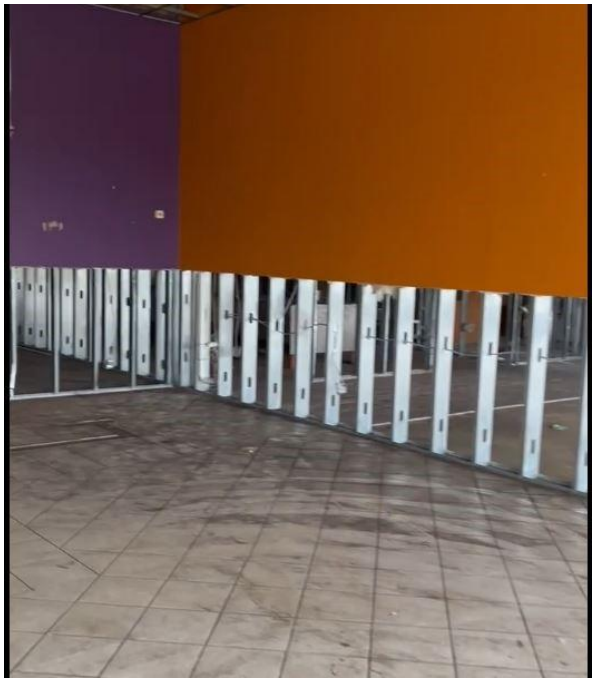


**Figure 9: Damaged Interior**

**Figure 10: Damaged Interior**



## *FACTOR #3: EXISTENCE OF CONDITIONS WHICH ENDANGER LIFE OR PROPERTY BY FIRE AND OTHER CAUSES*

In its present condition, the condition of the Study Area endangers both life and property as the Center's vacancy creates an environment ripe for crime, particularly vandalism. In the last three months alone, the Center has been vandalized on three separate occasions, with the most recent occurrence resulting in the City of Independence Police Department responding with drones, service dogs, and dozens of armed police officers. Clearly, the current condition of the Study Area poses a risk to the lives of the City's police officers who are tasked with responding to such crimes, but also any innocent bystanders who could be hurt as a result of the crime.

Additionally, as clearly evidenced in Figures 2-5 above, the condition of the Study Area endangers property as shown by the repeated destruction of electrical and mechanical systems within the Center, which can pose a risk of fire.

# IV. Conclusion

The above analysis indicates that two of the three defined conditions of blight are predominant within the Study Area. These components include:

1. Deterioration of site improvements
2. Existence of conditions which endanger life or property by fire or other causes

As a result of the preponderance of the factors above, the Study Area constitutes an economic and social liability in its present condition and use.

The concept of an economic liability and the economic underutilization of property as a basis for blight has been addressed by the Missouri Supreme Court. The Court has determined that "the concept of urban redevelopment has gone far beyond 'slum clearance' and the concept of economic underutilization is a valid one." *Tierney v. Planned Industrial Expansion Authority of Kansas City*, 742 S.W.2d 146, 151 (Mo. banc 1987). Blight may be found if the redevelopment of an area "could promote a higher level of economic activity, increased employment, and greater services to the public." *Tierney*, 742 S.W.2d at 151. Further, the Court determined that an otherwise viable use of a property may be considered blighted if it is an economic underutilization of the property. *Crestwood Commons Redevelopment Corporation v. 66 Drive-In. Inc.*, 812 S.W. 2d 903, 910 (MO. App. E.D.1991). The Court determined that blight exists to the extent an area is being utilized for less than its potential from an economic standpoint.

Presently, the Study Area generates only approximately $19,419,750 in annual local sales revenues; a meager $91 per square foot. Unfortunately, this is not surprising as approximately seventy percent (70%) of the Center is vacant. Further, the Center's vacancy rate is anticipated to worsen as the costs of tenant improvements required to remediate the existing blight and attract new tenants to the Center are substantial. However, if the blight is remediated and the Center is occupied, the Study Area is likely to produce more than $75,000,000 per year, or $352 per square foot, in local sales revenues.

The Study Area's diminished sales and the presence of blighting factors together are a clear indication that the Study Area is not being utilized for its highest and best use. The result is less sales tax revenue for the taxing jurisdictions to provide services to the public, a clear economic liability to taxpayers. Clearly, the Study Area "could promote a higher level of economic activity, increased employment and greater services to the public", thus falling within the definition of a blighted area.

To achieve the Study Area's highest, best, and most productive use, significant financial investment by a developer will be required.

As illustrated by the previously described incidents, the prevalence of crime within the Study Area, attributable to its deterioration and substantial vacancy, clearly constitutes a social liability by creating enhanced risk to the City's law enforcement officers responding to criminal activity and members of the public who could be injured in the process.

As a result of the factors detailed in this report, as of April 11, 2025, the Study Area constitutes an economic and social liability in its present condition and use, thus being a "blighted area" according to the definition provided in Section 67.1401.2(3) of the Missouri Revised Statutes.

**EXHIBIT A**

**LEGAL DESCRIPTION OF STUDY AREA**

TRACT I:

ALL OF LOTS 7 AND 8, HARTMAN HERITAGE CENTER SIXTH PLAT, LOTS 7 AND 8, A SUBDIVISION IN INDEPENDENCE, JACKSON COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

**EXHIBIT B**

**MAP OF STUDY AREA**

**PETITION FOR ESTABLISHMENT OF THE**

**PAVILIONS AT HARTMAN HERITAGE COMMUNITY IMPROVEMENT DISTRICT**

**CITY OF INDEPENDENCE, MISSOURI**

102502636.5

Received
5.20.25
J. Holland

**PETITION FOR THE CREATION OF THE**
**PAVILIONS AT HARTMAN HERITAGE COMMUNITY IMPROVEMENT DISTRICT**

To the Mayor and City Council of the City of Independence, Missouri:

The undersigned real property owner (the "Petitioner"), pursuant to RSMo Section 67.1421, being the owner of:

(1) one hundred percent (100%) by assessed value of the real property; and

(2) one hundred percent (100%) per capita of all owners of real property

within the boundaries of the hereinafter described proposed community improvement district, does hereby petition and request that the City Council of the City of Independence, Missouri create a community improvement district as described herein under the authority of Sections 67.1401 to 67.1571, RSMo (the "CID Act"). In support of this petition, the Petitioner sets forth the following information in compliance with the CID Act:

1. District Name. The name for the proposed community improvement district ("CID" or "District") is:

   Pavilions at Hartman Heritage Community Improvement District.

2. Legal Description and Map. A legal description and map generally depicting the boundaries of the proposed District are attached hereto as **Exhibit A** and **Exhibit B**, respectively. The proposed district consists of 21.2 +/- acres and is located entirely within the City of Independence, Missouri.

3. Five-Year Plan. A five-year plan as required by the CID Act is attached hereto as **Exhibit C** (the "Five Year Plan").

4. Form of District. The proposed district will be established as a political subdivision of the State of Missouri under the CID Act.

5. Board of Directors.

   a. Number. The District shall be governed by a Board of Directors (the "Board") consisting of five (5) members, whom shall be appointed in accordance with this petition.

   b. Qualifications. Each Member of the Board ("Director") shall meet the following requirements:

      (1) be at least 18 years of age;

      (2) be and must declare to be either an owner of real property within the District ("Owner") or an authorized representative of an Owner, an owner of a business operating within the District ("Operator"), or a registered voter ("Resident") residing within the District, as provided in the CID Act;

      (3) be and have been a resident of the State of Missouri for at least one year immediately preceding the date upon which he or she takes office in accordance with Article VII, Section 8 of the Missouri Constitution.

c. Initial Directors. The initial directors ("Initial Directors") and their respective terms shall be:

i. Michael Perry - Owner's Representative, four (4) year term

ii. Brian Perry - Owner's Representative, four (4) year term

iii. Todd Peters - Owner's Representative, two (2) year term

iv. Tammy Peters – Owner's Representative, two (2) year term

v. "To be appointed by ordinance." – City's Representative, two (2) year term

Since there are no registered voters residing in the District on the date this Petition is filed with the City Clerk, at least one Director must be a resident of Independence, Missouri that is registered to vote, has no financial interest in any real property or business within the District, and is not related (second degree blood or marriage) to any owner of real estate or any business in the CID.

d. Terms. Initial Directors shall serve for the term set forth above. Each Successor Director shall serve a four (4) year term or until his/her successor is appointed in accordance with this Petition. If, for any reason, a Director is not able to serve his/her term, the remaining Directors shall elect an Interim Director to fill the vacancy of the unexpired term.

Notwithstanding anything herein to the contrary, any Director's failure to meet the qualification requirements set forth above, either in a Director's individual capacity or in a Director's representative capacity, shall constitute cause for the Board to take appropriate action to remove said Director.

e. Successor Directors. Successor Directors shall be appointed by the Mayor with the consent of the City Council by resolution. The Executive Director of the District may submit a proposed slate of successor directors to the City of Independence, Missouri's City Clerk (the "City Clerk"), which slate may be comprised of any individuals that meet the above-listed criteria in the discretion of the Executive Director. Upon receipt of a slate of Successor Directors, the City Clerk shall promptly deliver the slate to the Mayor for consideration by the City Council. The slate shall serve as a non-binding recommendation of persons to be appointed by the Mayor.

6. Assessed Value. The total assessed value of all real property in the District is $2,870,080.

7. Determination of Blight. Petitioner is seeking a determination of blight under Section 67.1401.2(3) of the CID Act for property located within the District. A Blight Study addressing compliance with the factors of blight under the CID Act will be considered by the City contemporaneously with this Petition. The Improvements described in **Exhibit C** are reasonably anticipated to remediate the blighting conditions described in the blight study and will serve the public purpose of revitalizing an underutilized area, preventing further decline of improvements and eliminating the social liability and public safety risks associate with vacant, dilapidated property.

8. Duration of District. The proposed length of time for the existence of the District is twenty-seven (27) years from the date an ordinance is passed establishing the District. The District may be terminated prior to the end of such term in accordance with the provisions of the CID Act and this Petition, and said term shall not be extended unless a new petition is submitted and approved pursuant to the terms of the CID Act.

9. Real Property and Business License Taxes. The District will not have the power to impose a real property tax levy or business license taxes.

10. Special Assessments. The District will not have the power to impose special assessments.

11. Sales Tax. Qualified voters of the District may be asked to approve a sales tax of up to one percent (1%) ("District Sales Tax"), in accordance with the CID Act, to fund certain improvements within the District. Additional details about the District Sales Tax are set forth in the Five-Year Plan attached hereto as **Exhibit C**.

12. Borrowing Limits. Petitioner does not seek limitations on the borrowing capacity of the District.

13. Revenue Limits. Petitioner does not seek limitations on the revenue generation of the District.

14. Future Five Year Plans. The District shall submit future Five (5) Year Plans meeting the requirements of Section 1421.2(3)(d), RSMo (as amended or replaced from time to time) to the City for comment and review no earlier than 180 days and no later than 90 days prior to the expiration of each then-current Five (5) Year Plan.

15. Authority Limits. Petitioner does not seek limitations on the authority of the District, except as set forth in this Petition. The District will not fund any costs until a cooperative agreement is executed between the District, the City of Independence, Missouri, and the developer of record for the project.

16. Right to Terminate. The property owner(s) within the District shall have the right to petition the City Council to terminate the District at any time in accordance with the CID Act.

17. City Council Right to Audit. The City Council shall have the right to audit the books and records of the District at any time upon reasonable request.

18. **Revocation of Signatures. THE PETITIONER ACKNOWLEDGES THAT THE SIGNATURE OF THE SIGNER OF THIS PETITION MAY NOT BE WITHDRAWN FROM THIS PETITION LATER THAN SEVEN (7) DAYS AFTER THE FILING HEREOF WITH THE CITY CLERK.**

WHEREFORE, Petitioner respectfully requests that the City Council establish the requested Pavilions at Hartman Heritage Community Improvement District in accordance with the information set forth in this Petition and that the Mayor appoint and the City Council consent to the proposed members for the Board of Directors as set forth in this Petition and take all other appropriate and necessary action that is consistent with the CID Act to establish the requested district.

**EXECUTION PAGES FOR PETITION FOR THE CREATION OF THE PAVILIONS AT HARTMAN HERITAGE COMMUNITY IMPROVEMENT DISTRICT**

Name of owner: HC INDEPENDENCE, LLC

Owner's address: 73 White Bridge Road, Suite 103 #230, Nashville, Tennessee 37205

Owner's telephone number: (731) 313-9048

***IF SIGNER IS DIFFERENT FROM OWNER:***

Name of signer: Wyatt Woeltje

Title: Principal

Signer's telephone number: (731) 313-9048

Signer's mailing address: 73 White Bridge Road, Suite 103 #230
Nashville, Tennessee 37205

If owner is an individual: _____ Single _____ Married

If owner is not an individual, state what type of entity (Mark Applicable Box):

| | | | |
|---|---|---|---|
| | Corporation | | General Partnership |
| | Limited Partnership | x | Limited Liability Company |
| | Partnership | | Urban Redevelopment Corporation |
| | Not-for-Profit Corporation | | Other |

Map and parcel number(s):

| |
|---|
| 34-100-03-37-00-0-00-000 |

Total Assessed value: $2,870,080

102502636.5

**By executing this petition, the undersigned represents and warrants that he is authorized to execute this petition on behalf of the property owner named immediately below.**

**HC INDEPENDENCE, LLC,**
a Delaware limited liability company

By: Wyatt Woeltje
Wyatt Woeltje, Principal

Date: 5/13/2025

STATE OF Tennessee )
) ss:
COUNTY OF Sumner )

On this 13th day of May, 2025, before me appeared Wyatt Woeltje, to me personally known, who, being by me duly sworn did say that he is the Principal of **HC INDEPENDENCE, LLC**, a Delaware limited liability company, and that said instrument was signed on behalf of said limited liability company, and said limited liability company acknowledged said instrument to be the free act and deed of said entity.

WITNESS my hand and official seal this 13th day of May, 2025.

Notary Public

My Commission Expires: 8/30/28

JENNIFER DOHRMANN
STATE OF TENNESSEE NOTARY PUBLIC
SUMNER COUNTY
MY COMMISSION EXPIRES 8-30-2028

102502636.1

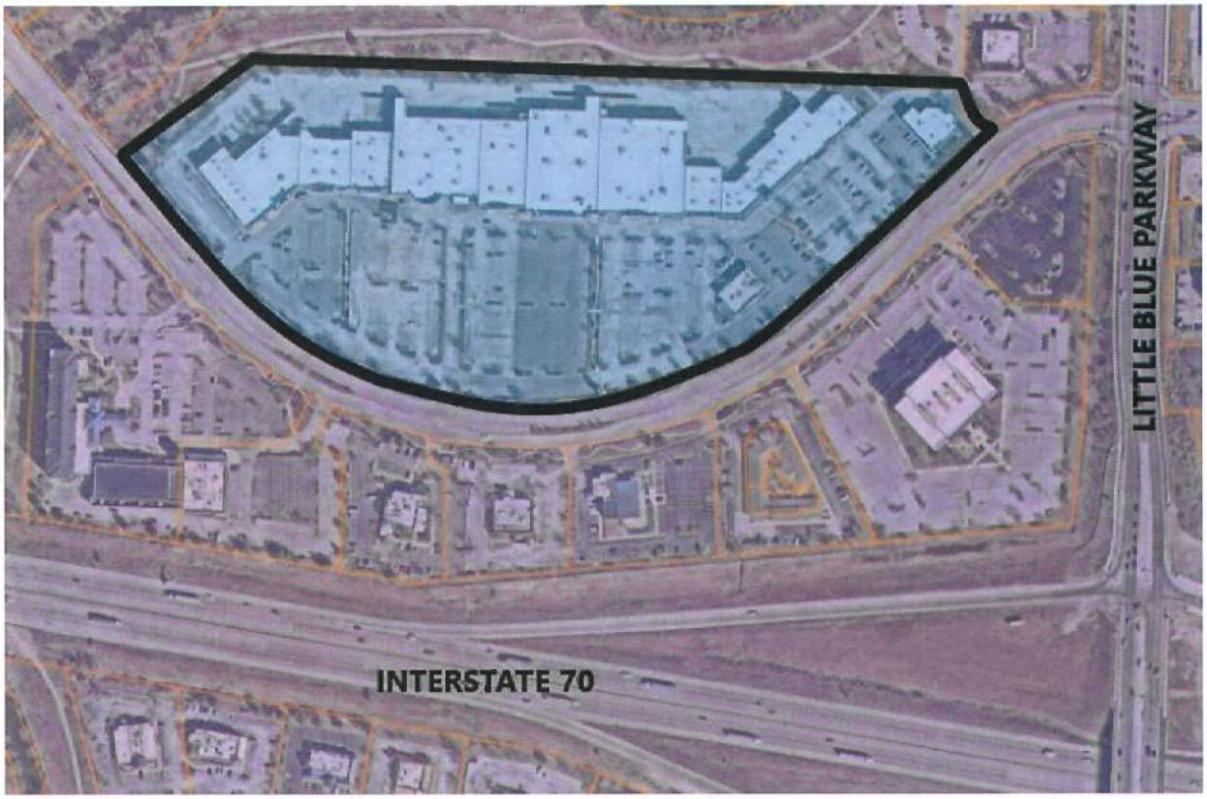
**EXHIBIT A**

Legal Description of the Pavilions at Hartman Heritage Marketplace Community Improvement District

ALL OF LOTS 7 AND 8, HARTMAN HERITAGE CENTER SIXTH PLAT, LOTS 7 AND 8, A SUBDIVISION IN INDEPENDENCE, JACKSON COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

**EXHIBIT B**

General Boundary Map of the Pavilions at Hartman Heritage Community Improvement District




102502636.5

**EXHIBIT C**
**FIVE YEAR PLAN**

**(Attached)**

**FIVE YEAR DISTRICT MANAGEMENT PLAN**

**OF THE**

**PAVILIONS AT HARTMAN HERITAGE COMMUNITY IMPROVEMENT DISTRICT**

**CITY OF INDEPENDENCE, MISSOURI**

**The information and details outlined in the following pages represent the strategies, and activities that it is anticipated will be undertaken during the initial five-year duration of the Pavilions at Hartman Heritage Community Improvement District in Independence, Missouri. It is an integral and composite part of the petition to establish the Pavilions at Hartman Heritage Community Improvement District.**

## Introduction

The Pavilions at Hartman Heritage Community Improvement District (the "District") is created pursuant to Section 67.1401 through 67.1571 of the Revised Statutes of Missouri (the "CID Act"). Section 67.1421, RSMo, requires that the petition for the creation of the District be accompanied by a five-year plan which includes a description of the purposes of the proposed district, each improvement it will make, and an estimate of the costs of the improvements to be incurred. This Five-Year District Management Plan (the "Plan") is intended to satisfy this statutory requirement and is appended to the Petition for Formation of the District as an integral part thereof.

## Section 1 - Why Create a Community Improvement District?

The purpose of the District is to undertake certain improvements within the District, as discussed below, and to use or make available its revenue to pay the costs thereof, including without limitation debt service on any notes, bonds or other obligations issued and outstanding from time to time to finance all or any of such costs.

## Section 2 - What is a Community Improvement District?

A community improvement district is an entity that is separate from the City of Independence, Missouri and is formed by the adoption of an ordinance by the City Council following a public hearing before the City Council regarding formation of the District. A CID may take the form of a political subdivision of the State of Missouri, or a nonprofit corporation that is formed and operated under Missouri corporation laws. CIDs are empowered to provide a variety of services and to construct and/or finance a number of different public improvements, and in a blighted area, private improvements, as set forth more particularly in the CID Act. CIDs derive their revenue from taxes and assessments levied within the boundaries of the CID. Such revenues are then used to pay the costs of the services or improvements. A CID is operated and managed by a board of directors, whose members may be appointed or elected. Board members serve for a designated period of time, and the Board positions are again elected or appointed at the expiration of each term as provided in the petition creating such CID.

## Section 3 - Management Plan Summary

The District in this case will take the form of a separate political subdivision of the State of Missouri, which will be governed by a Board of Directors that will consist of five (5) members appointed by the Mayor of Independence with the consent of the City Council.

*District Formation:*

CID formation requires submission of signed petitions from a group of property owners:

- collectively owning more than fifty percent (50%) by assessed value of the real property within the District, and
- representing more than fifty percent (50%) per capita of all owners of real property within the District.

In this case, the Petition to which this Plan is attached has been signed by the owners of 100% of the assessed value and 100% of the per capita property owners within the District.

*Location:*

The District will encompass approximately 21.2 +/- acres of land located northwest of the intersection of Interstate 70 and Little Blue Parkway, as more particularly described in the Petition.

*Assessed Value of District:*

The total assessed value of the properties within the District on the date of the Petition is $2,870,080.

*Improvements:*

The purpose of the District is to provide funding for the improvements more particularly described in **Exhibit A** to this Plan (the "Improvements"). The items included within the Improvements may be modified from those listed herein as allowed pursuant to a cooperative agreement between the District, City and developer of the project. The costs of the Improvements to be financed by the District shall include all associated with design, architecture, engineering, financing costs incurred to finance such Improvements, and legal and administrative costs relating to the completion of the Improvements. The District may also provide funding for the District's formation and its ongoing operation and administration costs on an annual basis.

It is anticipated that all costs, including attorneys' fees, associated with formation of the District, including, but not limited to, the preparation of the CID Petition, the negotiation and drafting of any agreements entered into upon formation of the District in furtherance of the District's purposes, and the initial implementation of the District ("Formation Costs") will be reimbursed to the advancing party, or paid directly, from funds generated by the District.

The District will enter into a cooperative agreement with the City and the developer of the Improvements, and such agreement will set forth the restrictions and limitations associated with funding the Improvements and the approval of any additional improvements that are not set forth in this initial Five-Year Plan.

*Method of Financing:*

It is proposed that the District will impose a sales and use tax of up to one percent (1%) (the "District Sales Tax"), which is in addition to any other state, county or city sales and use tax. The District Sales Tax is payable on the same retail sales that are subject to taxation pursuant to Sections 144.010 to 144.525, RSMo, except sales of motor vehicles, trailers, boats or outboard motors, and sales to or by public utilities and providers of communications, cable, or video services. All costs of the District shall be financed in the manner and amount determined by the Board of Directors from the amounts on deposit with the CID. It is anticipated that the developer will advance all costs of the Improvements, either from funds on hand or the proceeds of loans, to be reimbursed from District Sales Tax revenues. Any developer loans will be for the term negotiated between the developer and its lender. Amounts advanced to the District by the Petitioner, or its successors or assigns, to cover the costs contemplated hereunder will be reimbursed by the District upon the availability of funds. Financing costs, including interest costs, associated with any loan obtained by the District, or notes, bonds, or other obligations issued by District to finance Improvements may be paid from District Sales Tax revenues.

*Estimated Costs:*

Attached as **Exhibit A** to this Plan is a table setting forth the estimated cost of the Improvements, and a table setting forth the projected cash flow for the first five years of the District's existence.

*City Services:*

The CID Act mandates that existing City services will continue to be provided within a CID at the same level as before the District was created (unless services are decreased throughout the City) and any District services shall be in addition to existing City services. The District anticipates that City services will continue to be provided within the District at the same level as before the District was created, and the District will not cause the level of City services within the District to diminish.

*Duration:*

The District will operate for a maximum term of twenty-seven (27) years from the date that the ordinance is passed establishing the District. Subject to the contractual rights of any third parties, the District may be terminated prior to the end of such maximum term if the Improvements have been completed and the costs thereof paid for or reimbursed in full with District Sales Tax revenue. The petition process must be repeated for the District to continue beyond such maximum term.

## Section 4
## District Boundaries

The legal description of the District is attached as Exhibit A to the Petition.

## Section 5

## Facilities to Be Provided

As explained above, during the first five years, the purpose of the District is to provide revenue sources in support of contracting with any private property owner to effectuate the Improvements.

## Section 6
## Governing the Community Improvement District

*City Council:*

Following the submission of the Petition, the City Council will conduct a public hearing and then consider an ordinance to create the District.

*Board of Directors for District:*

The District will be governed by a Board of Directors that will consist of five members appointed by the Mayor of Independence with the consent of the City Council pursuant to the terms of the Petition.

*Annual Budget:*

The District's budgets will be proposed and approved annually, within the limitations set forth in this Plan, by the District's Board of Directors. Budgets will be submitted annually to the City Council of the City of Independence for review and comment in accordance with the CID Act. The District will operate at all times in accordance with the District Rules and Regulations (Section 7) and the Bylaws of the District.

## Section 7
## District Rules and Regulations

1. The District shall operate at all times in accordance with Bylaws that may be adopted by the Board of Directors. The District shall at all times conduct its proceedings in accordance with Robert's Rules of Order, except as otherwise provided in any Bylaws.

2. The Board of Directors of the District will meet at least on an annual basis.

**EXHIBIT A TO FIVE YEAR PLAN OF THE**
**PAVILIONS AT HARTMAN HERITAGE COMMUNITY IMPROVEMENT DISTRICT**

ESTIMATED COSTS OF IMPROVEMENTS[1]

| | Cost* |
|---|---|
| Renovation of existing buildings within the District, including but not limited to construction of interior improvements and the replacement of exterior facades and parapets, HVAC systems and appurtenances, roofing systems, lighting systems, and signage. | $9,193,735 |
| **Subtotal:** | **$9,193,735** |
| **District Formation Costs:** | **$30,000** |
| **Annual Operating Costs (5 years)** | **$3,000 (per year)** |
| **Grand Total:** | **$9,238,735** |

*Excludes financing costs incurred to undertake such costs.

**Only items permitted by the CID Act shall be eligible to be financed with District Sales Tax.

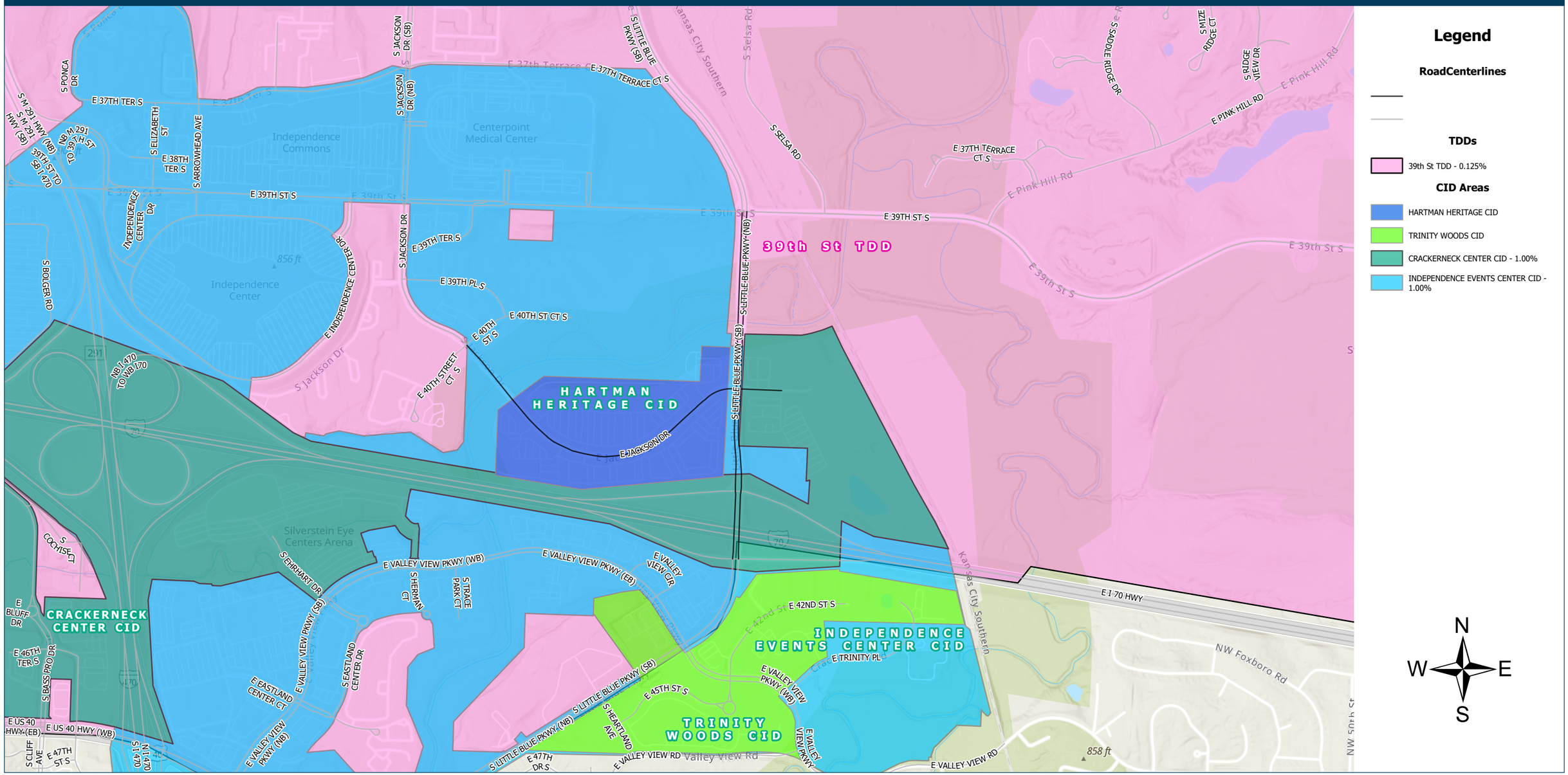
CASH FLOW PROJECTION[2]

| CID Year | CID Sales Tax Revenue |
|---|---|
| 1 | $46,607 |
| 2 | $413,482 |
| 3 | $713,526 |
| 4 | $727,797 |
| 5 | $742,353 |

[1] These costs are estimates and may fluctuate based on actual costs incurred for purposes permitted under the CID Act. Costs to be funded by the District will be limited as set forth in a cooperative agreement among the City of Independence, the District and the developer of the project.

[2] Any annual revenue generated will be utilized to pay any costs of the District as approved in the District annual budget.

INDEPENDENCE
MISSOURI



# City of Independence

AGENDA ITEM COVER SHEET

**Agenda Title:**

25-047 **1R** An ordinance authorizing the acceptance of funding from the Jackson County, Missouri 911 System Fund, through a resolution passed by the Jackson County, Missouri Legislature, which allocates $469,181.00 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**

**Recommendations:**

Council approval is recommended.

**Background:**

The Police Department sent a request to the Jackson County Legislature in early 2024 to request funding out of the County's 911 System Fund. The Fund is administered by the 911 Oversight Committee, who oversees matters related to the public safety communications infrastructure within Jackson County, focusing on the efficient, strategic utilization of revenues received through the 911 cell phone tax in a manner that maximizes public safety and the safety of first responders through coordinated efforts with agencies that serve County residents.

The 911 Oversight Committee voted to approve the request of $469,181 for the Independence Police Department to purchase new equipment for the department's primary and back-up Dispatch Centers. The Jackson County Legislature passed Resolution No. 21709, authorizing the payment of said funds to the Independence Police Department.

**Emergency Justification:**

**Fiscal Impact:**

The Fiscal Impact to the City is net-zero. Revenues in the amount of $469,181.00 will be appropriated to the Grant Fund, account 015-3279-911TX, which is the amount of revenue that has been received upfront by Jackson County, Missouri. Expenses will be tracked in Grant Fund 0154550 for authorized Police Department Expenditures, Project Code 911TX. Expenses will not exceed the amount of revenue received for this project.

**Council Action:**

| | |
|---|---|
| **Department / Contact** | Police Department / |

**REVIEWERS**

Dennea Leap
Michelle Sumstad
Jason Petersen
Adam Dustman
Melissa Cabrera
Jeremy Cover
Zachary Walker
Susanne Holland

**ATTACHMENTS:**

1. PD.2025 Jackson Cnty 911 Tax Ordinance 6-5-25 rev
2. Jackson County Res No.21709
3. IPD Letter to County March 2024

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF FUNDING FROM THE JACKSON COUNTY, MISSOURI 911 SYSTEM FUND, THROUGH A RESOLUTION PASSED BY THE JACKSON COUNTY, MISSOURI LEGISLATURE, WHICH ALLOCATES $469,181.00 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 maintain and update emergency communications systems and equipment whenever possible, to provide resiliency and quality emergency communication services to the citizens of Independence; and,

WHEREAS, Jackson County, Missouri, has available funding through the County's 911 System Fund, which is derived from the 911 cell phone tax and is devoted to public safety communications infrastructure within Jackson County; and,

WHEREAS, Jackson County, Missouri, has made available a total of Four Hundred Sixty-Nine Thousand One Hundred Eighty-One and 00/100 Dollars ($469,181.00) and has authorized the allocation of said funds through their County Legislature Resolution No. 21709 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 funding from Jackson County, Missouri in the amount of Four Hundred Sixty-Nine Thousand One Hundred Eighty-One and 00/100 Dollars ($469,181.00) for the Police Department to update the current equipment at the primary and back-up Dispatch Centers, a copy of the signed Resolution 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, amendments or addendums to this agreement without Council approval, for the receipt of additional funding for this same 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, amendment or addendum is approved by the City Manager, does not add 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 Fiscal Year 2024-25 Grant Fund Police Department Operating Budget in the amount of Four Hundred Sixty-Nine Thousand One Hundred Eighty-One and 00/100 Dollars ($469,181.00) from increased estimated revenues from the anticipated 911 System Funding through Jackson County, Missouri.

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

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

ATTEST:

_____
City Clerk

APPROVED - 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

Floor Amendment
September 9, 2024

**IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI**

**A RESOLUTION** authorizing the Director of Finance and Purchasing to issue a check in the amount of $469,181.00 from the 911 System Fund for the purchase of an updated CAD system and integration to Jackson County's CentralSquare software for use by the Independence Police Department.

**RESOLUTION NO. 21709,** August 26, 2024

**INTRODUCED BY** Sean E. Smith, County Legislator

WHEREAS, the Independence Police Department is in need of purchasing an CAD system and to update their dispatch software to CentralSquare to integrate with the dispatch system that Jackson County currently uses; and,

WHEREAS, the current dispatch system used by the Independence Police Department has obsolete consoles at the primary dispatch center effecting the quality of emergency services needed in Eastern Jackson County; and,

WHEREAS, the Independence Police Department requests assistance in the amount of $469,181.00 for the implementation of the new CAD system which is intended to support communication and information sharing of the Independence Police Department to Jackson County and other municipalities; and,

WHEREAS, funds in the amount of $469,181.00 is to be issued to the Independence Police Department for an updated CAD system; now therefore,

BE IT RESOLVED that the Director of Finance be and hereby is authorized to issue a check to the Independence Police Department in the amount not to exceed $469,181.00 for the new CAD system and integration to CentralSquare software.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:

Bryan Covinsky

Bryan Covinsky (Aug 22, 2024 12:23 CDT)

County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 21709 of August 26, 2024, was duly passed on September 9, 2024 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 8 Nays 0

Abstaining 0 Absent 1

9-9.2024

Date

Mary Jo Spino, Clerk of Legislature

There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.

| | |
|---|---|
| ACCOUNT NUMBER: | 031 5032 56070 |
| ACCOUNT TITLE: | E-911 System Fund<br>911 Initiatives<br>Intergovernmental Agreements |
| NOT TO EXCEED: | $469,181.00 |

_____ _____

Date Chief Administrative Officer

**RETURNED UNSIGNED BY SYLVYA STEVENSON**
**(SEE MEMO IN BACKUP)**
**September 9, 2024**

INDEPENDENCE POLICE

223 N. Memorial Drive
Independence, Missouri 64050
(816) 325-7271

March 20th, 2024

Mr. Frank White Jr.
Jackson County Executive

The Independence Police Department (IPD) respectfully requests consideration for funding from Jackson County, Missouri for replacement of obsolete consoles in our primary dispatch center, necessary infrastructure improvements, and equipment required to fully deploy the back-up site.

IPD received estimated costs for the above projects is $469,180.59 as identified on the attached spreadsheet. Neither IPD's annual budget nor the City of Independence's annual budget are robust enough to absorb these costs.

We have been informed that the Jackson County 911 tax funds would be an appropriate funding source for this request. Therefore, the Independence Police Department respectfully requests your consideration for funding these projects with 911 tax funds in the amount of $469,180.59. This equipment is necessary to improve resiliency and quality of service to all the agencies in Eastern Jackson County utilizing these emergency communications resources.

Adam Dustman
Chief of Police

| | | | | |
|---|---|---|---|---|
| ECC CONSOLE REPLACEMENT | $90,000.00 | 4 | $360,000.00 | $360,000.00 |

| PRIME AND BACK-UP SITE | Price | Qty | | |
|---|---|---|---|---|
| Consolette | $ 8,604.02 | 5 | $ 43,020.10 | |
| Consolette Rack mount Kit | $ 120.00 | 1 | $ 120.00 | |
| MCD 5000, RGU Pwr Cord | $ 100.00 | 1 | $ 100.00 | |
| SM, MCD 5000 Deskset | $ 2,275.00 | 1 | $ 2,275.00 | |
| Radio Gateway Unit (RGU) | $ 2,275.00 | 1 | $ 2,275.00 | |
| Ethernet cable 10' | $ 47.00 | 2 | $ 94.00 | |
| Assy, CBL, MCD5000 to RGU | $ 100.00 | 1 | $ 100.00 | |
| System Programming MCD 5000 | $ 600.00 | 1 | $ 600.00 | |
| System Installation | $ 960.00 | 1 | $ 960.00 | |
| Device Programming APX | $ 364.29 | 1 | $ 364.29 | |
| Infrastructure Equip Move | $ 560.00 | 1 | $ 560.00 | |
| HPZ2 Mini i9 | $ 2,112.00 | 5 | $ 10,560.00 | |
| HP 4 Yr Support | $ 52.44 | 5 | $ 262.20 | |
| Imaging and Tagging | $ 30.00 | 5 | $ 150.00 | |
| 2 Port Triple Monitor KVM Switch | $ 448.00 | 5 | $ 2,240.00 | $ 63,680.59 |

| Dispatch Equipment | | | | |
|---|---|---|---|---|
| Plantronics wireless base | $ 350.00 | 10 | $ 3,500.00 | |
| 24/7 Office Chairs | $ 3,000.00 | 14 | $ 42,000.00 | $ 45,500.00 |

| | |
|---|---|
| **Comprehensive Total** | **$469,180.59** |

# City of Independence

AGENDA ITEM COVER SHEET

**Agenda Title:**

25-048 **1R** An ordinance authorizing the acceptance of funding from the U.S. Department of Justice, Bureau of Justice Assistance, Office of Justice Programs, FY 2024 Byrne Justice Assistance Grant (JAG) Program, through a memorandum of understanding with Kansas City, Missouri, which allocates $50,214.00 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**

**Recommendations:**

Approval of this item is recommended.

**Background:**

In August 2024, the Independence Police Department joined with the City of Kansas City, Missouri, Jackson County, Missouri and the cities of Grandview, and Raytown 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 Kansas City, Missouri area and the agencies listed above is $608,615.00, and the Independence portion is $50,214.00. The Police Department intends to use this funding to purchase new rifle rated shields and three new Patrol rifles to replace aging equipment within the department.

**Emergency Justification:**

**Fiscal Impact:**

The fiscal impact to the City is net-zero. The revenue of $50,214.00 will be appropriated to the Grant Fund, account 015-3219-JAG24. Expenditures will be appropriated to the Grant Fund, 0154550-5405-JAG24. No local match is required. The grant award cycle covers October 1, 2023 through September 30, 2027.

**Council Action:**

| | |
|---|---|
| **Department / Contact** | Police Department / |

**REVIEWERS**

Dennea Leap
Michelle Sumstad
Jason Petersen
Adam Dustman
Melissa Cabrera
Jeremy Cover
Zachary Walker
Susanne Holland

**ATTACHMENTS:**

1. PD.2024 JAG Ordinance 6-6-25
2. KCMO Authenticated Ordinance 250032 -JAG24
3. JAG24_Award_Package
4. Interlocal Agreement-JAG 2024 -fully signed

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF FUNDING FROM THE U.S. DEPARTMENT OF JUSTICE, BUREAU OF JUSTICE ASSISTANCE, OFFICE OF JUSTICE PROGRAMS, FY 2024 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM, THROUGH A MEMORANDUM OF UNDERSTANDING WITH KANSAS CITY, MISSOURI, WHICH ALLOCATES $50,214.00 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, the City of Kansas City, Missouri, has received funds through the 2024 Byrne Justice Assistance Grant (JAG) Program Award from the U.S. Department of Justice for state and local law enforcement related initiatives; and,

WHEREAS, the City of Kansas City, Missouri, has made available a total of Fifty Thousand Two Hundred Fourteen and 00/100 Dollars ($50,214.00) and has authorized the allocation of said funds through their City Council Ordinance No. 250032 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 2024 Byrne JAG Program Award funds from Kansas City, Missouri in the amount of Fifty Thousand Two Hundred Fourteen and 00/100 Dollars ($50,214.00) 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 Fiscal Year 2025-26 Grant Fund Police Department Operating Budget in the amount of Fifty Thousand Two Hundred Fourteen and 00/100 Dollars ($50,214.00) from increased estimated revenues from the anticipated grant funding for this Justice Assistance Grant Program Award.

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

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

ATTEST:

_____
City Clerk

APPROVED - FORM AND LEGALITY:

_____
City Counselor

REVIEWED BY:

_____
City Manager

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

**File #:** 250032

ORDINANCE NO. 250032

Accepting funds allocated by the U.S. Department of Justice, Bureau of Justice Assistance, Office of Justice Programs, FY 2024 Byrne Justice Assistance Grant (JAG) in the amount of $608,615.00; estimating and appropriating $608,615.00 in the Justice Assistance Grant Fund; authorizing cooperative agreements with the Jackson County Prosecutor's Office ($264,216.00), the City of Grandview ($13,266.00), the City of Independence ($50,214.00) and the City of Raytown ($13,128.00); and designating requisitioning authority.

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Director of Neighborhood Services Department is authorized to accept the funds allocated by the U.S. Department of Justice, Bureau of Justice Assistance provided under an agreement with the Jackson County Prosecutor's Office, for the 2024 Justice Assistance Grant in the amount of $608,615.00.

Section 2. That the revenue in the following account of the 2024 Justice Assistance Grant Fund is hereby estimated in the following amount:

| | | |
|---|---|---|
| 25-2410-570001-476045-G57JAG24 2024 | E. Bryne Memorial Justice | $608,615.00 |

Section 3. That $608,615.00 is appropriated from the Unappropriated Fund Balance of the Justice Assistance Grant Fund to the following accounts:

| | | |
|---|---|---|
| 25-2410-575301-A-G57JAG24 | 2024 E. Byrne Memorial Justice | $ 32,449.00 |
| 25-2410-575301-B-G57JAG24 | 2024 E. Byrne Memorial Justice | 576,166.00 |
| | TOTAL | $608,615.00 |

Section 4. That the Director of Neighborhood Services Department is authorized to execute, on behalf of the City, a Cooperative Agreement with Jackson County Prosecutor's Office in the amount of $264,216.00. The agreement is approved in substantial form, as that on file with the City Clerk.

Section 5. That the Director of Neighborhood Services Department is authorized to execute, on behalf of the City, a Cooperative Agreement with City of Grandview, in the amount of $13,266.00. The agreement is approved in substantial form, as that on file with the City Clerk.

Section 6. That the Director of Neighborhood Services Department is authorized to execute on behalf of the City, a Cooperative Agreement with City of Independence in the amount of $50,214.00. The agreement is approved in substantial form, as that on file with the City Clerk.

Section 7. That the Director of Neighborhood Services Department is authorized to execute on behalf of the City, a Cooperative Agreement with City of Raytown in the amount of $13,128.00. The agreement is approved in substantial form, as that on file with the City Clerk.

Section 8. That the Director of Neighborhood Services Department is hereby designated as requisitioning authority for Account Nos. 25-2410-575301-A-G57JAG24 and 25-2410-575301-B-G57JAG24 and is authorized to expend the sum of $267,791.00 consistent with the purposes and terms of the 2024 Justice Assistance Grant.

---

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, each sufficient to meet the obligation hereby incurred.

Tammy L. Queen
Director of Finance

Approved as to form:

Bret Kassen
Associate City Attorney

SEAL OF KANSAS CITY INCORPORATED 1850 MISSOURI

Authenticated as Passed

Quinton Lucas, Mayor

Marilyn Sanders, City Clerk

JAN 16 2025

Date Passed

# Department of Justice (DOJ)

**Office of Justice Programs**

Bureau of Justice Assistance

*Washington, D.C. 20531*

| | |
|---|---|
| **Name and Address of Recipient:** | CITY OF KANSAS CITY<br>414 E 12TH ST |
| **City, State and Zip:** | KANSAS CITY, MO 64106 |
| **Recipient UEI:** | JY2DYJXPQW56 |
| **Project Title:** Greater Kansas City Collaborative Crime Prevention Initiatives | **Award Number:** 15PBJA-24-GG-05354-JAGX |
| **Solicitation Title:** BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation | |
| **Federal Award Amount:** $608,615.00 | **Federal Award Date:** 12/5/24 |
| **Awarding Agency:** | Office of Justice Programs<br>Bureau of Justice Assistance |
| **Funding Instrument Type:** | Grant |
| **Opportunity Category:** O<br>**Assistance Listing:**<br>16.738 - Edward Byrne Memorial Justice Assistance Grant Program | |
| **Project Period Start Date:** 10/1/23 | **Project Period End Date:** 9/30/27 |
| **Budget Period Start Date:** 10/1/23 | **Budget Period End Date**: 9/30/27 |

**Project Description:**

The disparate jurisdictions of Kansas City, Jackson County, City of Grandiew, City of Independance, and City of Raytown will use JAG funds for anti-violence program personnel and safety-related equipment. Specifically, the City of Kansas City wil use JAG funds to fund a JAG Grant Coordinator personnel and three anti-violence programs: SAVE KC, Second Chance Risk Reduction Center, and the Adopt-A-Street Program. The county of Jackson County will use JAG funds for a portion of Data & Information Analyst, an Assistant Prosecutor/Diversion Manager, and two Assistant Prosecutors salaries. The City of Grandiew will use JAG funds to purchase equipment that will enhance officer safety, officer mental / physical well-being and upgrade technology, the City of Independence will use 2024 JAG funding to update some aging law enforcement equipment within the department, and the City of Raytown will use JAG funds to procure light weight, rifle rated stand alone ballistic plates.

## Award Letter

December 5, 2024

Dear Tammy Queen,

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 CITY OF KANSAS CITY for an award under the funding opportunity entitled 2024 BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation. The approved award amount is $608,615.
Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Brent J. Cohen
Acting Assistant Attorney General

## Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) enforces federal civil rights laws and other provisions that prohibit discrimination by recipients of federal financial assistance from OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW).

Several civil rights laws, including Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance (recipients) to give assurances that they will comply with those laws. Taken together, these and other civil rights laws prohibit recipients from discriminating in the provision of services and employment because of race, color, national origin, religion, disability, and sex or from discriminating in the provision of services on the bases of age.

Some recipients of DOJ financial assistance have additional obligations to comply with other applicable nondiscrimination provisions like the Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of religion in addition to race, color, national origin, and sex. Recipients may also have related requirements regarding the development and implementation of equal employment opportunity programs.

OCR provides technical assistance, training, and other resources to help recipients comply with civil rights obligations. Further, OCR administratively enforces civil rights laws and nondiscrimination provisions by investigating DOJ recipients that are the subject of discrimination complaints. In addition, OCR conducts compliance reviews of DOJ recipients based on regulatory criteria. These investigations and compliance reviews permit OCR to evaluate whether DOJ recipients are providing services to the public and engaging in employment practices in a nondiscriminatory manner.

For more information about OCR, your civil rights and nondiscrimination responsibilities, how to notify your employees or beneficiaries of their civil rights protections and responsibilities and how to file a complaint, as well as technical assistance, training, and other resources, please visit www.ojp.gov/program/civil-rights-office/outreach. If you would like OCR to assist you in fulfilling your civil rights or nondiscrimination responsibilities, please contact us at askOCR@ojp.usdoj.gov or www.ojp.gov/program/civil-rights-office/about#ocr-contacts.

**Memorandum Regarding NEPA**

## NEPA Letter Type

OJP - 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

d.? Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an i

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 | Middle Name | Last Name |
|---|---|---|
| Orbin | no value | 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**
CITY OF KANSAS CITY

**UEI**
JY2DYJXPQW56

**Street 1**
414 E 12TH ST

**Street 2**

**City**
KANSAS CITY

**State/U.S. Territory**
Missouri

**Zip/Postal Code**
64106

**Country**
United States

**County/Parish**
no value

**Province**
no value

## Award Details

**Federal Award Date**
12/5/24

**Award Type**
Initial

**Award Number**
15PBJA-24-GG-05354-JAGX

**Supplement Number**
00

**Federal Award Amount**
$608,615.00

**Funding Instrument Type**
Grant

| Assistance Listing Number | Assistance Listings Program Title |
|---|---|
| 16.738 | Edward Byrne Memorial Justice Assistance Grant Program |

| Statutory Authority |
|---|
| Pub. L. No. 90-351, Title I, Part E, subpart 1 (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a). |

[X] *I have read and understand the information presented in this section of the Federal Award Instrument.*

## Project Information

**This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.**

**Solicitation Title**

2024 BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation

**Awarding Agency**
OJP

**Program Office**
BJA

**Application Number**
GRANT14280031

| Grant Manager | Phone Number | E-mail Address |
|---|---|---|
| Renee Howell | 202-856-8319 | Renee.Howell@usdoj.gov |

**Project Title**
Greater Kansas City Collaborative Crime Prevention Initiatives

| Performance Period Start Date | Performance Period End Date |
|---|---|
| 10/01/2023 | 09/30/2027 |

| Budget Period Start Date | Budget Period End Date |
|---|---|
| 10/01/2023 | 09/30/2027 |

## Project Description

The disparate jurisdictions of Kansas City, Jackson County, City of Grandiew, City of Independance, and City of Raytown will use JAG funds for anti-violence program personnel and safety-related equipment. Specifically, the City of Kansas City wil use JAG funds to fund a JAG Grant Coordinator personnel and three anti-violence programs: SAVE KC, Second Chance Risk Reduction Center, and the Adopt-A-Street Program. The county of Jackson County will use JAG funds for a portion of Data & Information Analyst, an Assistant Prosecutor/Diversion Manager, and two Assistant Prosecutors salaries. The City of Grandiew will use JAG funds to purchase equipment that will enhance officer safety, officer mental / physical well-being and upgrade technology, the City of Independence will use 2024 JAG funding to update some aging law enforcement equipment within the department, and the City of Raytown will use JAG funds to procure light weight, rifle rated stand alone ballistic plates.

[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.**

**Condition 1**
Meaningful access requirement for individuals with limited English proficiency

The recipient, and any subrecipient at any tier, must take reasonable steps to ensure that individuals with limited English proficiency (LEP) have meaningful access to their programs and activities to comply with Title VI of the Civil Rights Act of 1964 (Title VI), which prohibits discrimination on the basis of national origin, including discrimination against individuals with LEP. Such steps may require providing language assistance services, such as interpretation or translation services. The Department of Justice guidance on compliance with this requirement may be found at "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons" (67 Fed. Reg. 41455-41472) (https://

www.federalregister.gov/d/02-15207) and is incorporated by reference here.

**Condition 2**
Compliance with general appropriations-law restrictions on the use of federal funds (FY 2024)
The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at https://ojp.gov/funding/Explore/FY24AppropriationsRestrictions.htm, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

**Condition 3**
Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38.

Among other things, 28 C.F.R. Part 38 states that recipients may not use direct Federal financial assistance from the Department to support or engage in any explicitly religious activities except when consistent with the Establishment Clause of the First Amendment and any other applicable requirements. An organization receiving Federal financial assistance also may not, in providing services funded by the Department of Justice, or in their outreach activities related to such services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations. In addition, Part 38 states that a faith-based organization that participates a Department of Justice funded program retains its independence from the Government and may continue to carry out its mission consistent with religious freedom and conscience protections in Federal law.

Recipients and subrecipients that provide social services under this award must give written notice to beneficiaries and prospective beneficiaries prior to the provision of services (if practicable) which shall include language substantially similar to the language in 28 CFR Part 38, Appendix C, sections (1) through (4). A sample written notice may be found at https://www.ojp.gov/program/civil-rights-office/partnerships-faith-based-and-other-neighborhood-organizations.

In certain instances, a faith-based or religious organization may be able to take religion into account when making hiring decisions, provided it satisfies certain requirements. For more information, please see https://www.ojp.gov/funding/explore/legaloverview2024/civilrightsrequirements.

**Condition 4**
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-AwardReqts.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.

**Condition 5**
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.

**Condition 6**
Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this award from OJP.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

**Condition 7**
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.

**Condition 8**
Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

**Condition 9**
Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

**Condition 10**
Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

**Condition 11**
Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

**Condition 12**
Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

Among other items, 28 C.F.R. § 42.106(d), 28 C.F.R. § 42.405(c), and 28 C.F.R. § 42.505(f) contain notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

**Condition 13**
Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at https://ojp.gov/funding/Explore/Interact-Minors.htm (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

**Condition 14**
Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

**Condition 15**
Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (https://www.e-verify.gov/) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

**Condition 16**
Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

**Condition 17**
Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

**Condition 18**
Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality

agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

**Condition 19**
OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees.

**Condition 20**
Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed $250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, $250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed $250,000)), and are incorporated by reference here.

**Condition 21**
Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

**Condition 22**
Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at https://onlinegfmt.training.ojp.gov/. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

**Condition 23**
Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

**Condition 24**
Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including

requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

**Condition 25**
Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

**Condition 26**
Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

**Condition 27**
Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov/. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at https://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

**Condition 28**
Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, “Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety,” OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient (“subgrantee”) at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the “controlled equipment” list. The details of the requirement are posted on the OJP web site at https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

**Condition 29**
Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

**Condition 30**
All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at https://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

**Condition 31**
Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

Among other items, 28 C.F.R. § 54.140 contains notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

**Condition 32**
The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

**Condition 33**
Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient’s Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at https://justicegrants.usdoj.gov/training/training-entity-management.

**Condition 34**
FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of $30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at https://ojp.gov/funding/Explore/FFATA.htm (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than $30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

**Condition 35**
Body-worn cameras, policies and procedures

In accepting this award, the recipient agrees not to use award funds for purchases of body-worn cameras or related expenses for any agency unless that agency has policies and procedures in place that reinforce appropriate agency Use of Force policies and training and address technology usage, evidence acquisition, data storage and retention, as well as privacy issues, accountability and discipline.

**Condition 36**
Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: https://nij.ojp.gov/topics/equipment-and-technology/body-armor. In addition, if recipient uses funds under this award to purchase body armor, the recipient is strongly encouraged to have a "mandatory wear" policy in effect. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

**Condition 37**
The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

**Condition 38**
Any written, visual, or audio publications funded in whole or in part under this award, with the exception of press releases, shall contain the following statements: "This project was supported by Grant No. <AWARD_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

**Condition 39**
Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

**Condition 40**
Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

**Condition 41**
The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

**Condition 42**
Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

**Condition 43**
Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of $650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

**Condition 44**
The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

**Condition 45**
Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

**Condition 46**
Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https:/ / it.ojp.gov/ gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

**Condition 47**
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.

**Condition 48**
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.

**Condition 49**
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.

**Condition 50**
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).

**Condition 51**
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.

**Condition 52**
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.

**Condition 53**
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.

**Condition 54**
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.

**Condition 55**
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.

**Condition 56**
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).

**Condition 57**
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.

**Condition 58**
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.

**Condition 59**
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.

**Condition 60**
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.

**Condition 61**
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.

**Condition 62**
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.

**Condition 63**
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.

**Condition 64**
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.

**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.

**Condition 66**
Withholding of funds for Required certification from the chief executive of the applicant government

The recipient may not expend or draw down any award funds until the recipient submits the required "Certifications and Assurances by the Chief Executive of the Applicant Government," properly-executed (as determined by OJP), and an Award Condition Modification has been issued to remove this condition.

**Condition 67**
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.

**Condition 68**
The recipient may not expend or draw down any award funds until-- (1) the program office has verified that the recipient has submitted all necessary documentation elements required consistent with the award conditions entitled, “Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards” and "Expenditures Prohibited Without Waiver," and (2) an Award Condition Modification (ACM) has been issued to remove this condition. Additional information about expenditures that are prohibited or controlled under this award may be found at https://bja.ojp.gov/doc/jag-controlled-purchase-list.pdf.

[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 (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

**Agency Approval**

| Title of Approving Official | Name of Approving Official | Signed Date And Time |
|---|---|---|
| Acting Assistant Attorney General | Brent J. Cohen | 12/2/24 3:30 PM |

**Authorized Representative**

[X]

**Entity Acceptance**

**Title of Authorized Entity Official**
Grants/PeopleSoft Financial Manager

**Name of Authorized Entity Official**
Robin Flaherty

**Signed Date And Time**
12/6/2024 9:30 PM

**GMS APPLICATION NUMBER: O-BJA-2024-172239**

# INTERLOCAL AGREEMENT
# THE CITY OF KANSAS CITY, MISSOURI,
# THE COUNTY OF JACKSON, MISSOURI,
# THE CITY OF GRANDVIEW, MISSOURI,
# THE CITY OF INDEPENDENCE, MISSOURI, AND
# THE CITY OF RAYTOWN, MISSOURI

## 2024 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD
**Grant Cycle December 1, 2024 – November 30, 2029**

This Agreement is made and entered into this 15 day of October 2024, by and between the City of Kansas City, Missouri (CITY) and the county of Jackson (COUNTY) and the, Missouri the City of Grandview, Missouri (CITY1) City of Independence (CITY2) and the City of Raytown, Missouri (CITY3) (collectively, "The CITIES").

**WHEREAS,** the U.S. Department of Justice, Office of Justice Programs has collectively allotted $608,615 to the above-named units of government for the state and local law enforcement related initiatives; and

**WHEREAS,** each governing body agrees that the CITY 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 the services of functions under this agreement; and

**WHEREAS,** the CITY agrees to provide the COUNTY $264,216 from the JAG award to pay salaries and benefits of staff in the Jackson County Prosecutor's Office; and

**WHEREAS,** the CITY agrees to provide CITY1 $13,266 from the JAG award to purchase law enforcement related equipment for public safety; and

**WHEREAS,** the CITY agrees to provide CITY2 $50,214 from the JAG award to purchase law enforcement related equipment for public safety; and

**WHEREAS,** the CITY agrees to provide CITY3 $13,128 from the JAG award to purchase Law Enforcement related equipment for public safety; and

**WHEREAS,** the CITY agrees to $267,791 from the JAG award to the Neighborhood Services Department for salaries and benefits of staff, beautification programming, and mental health programming for public safety; and

**WHEREAS,** the CITY, COUNTY, CITY1, CITY2 and CITY3 believes it to be in their best interest to reallocate JAG funds.

## Section 1

**GMS APPLICATION NUMBER: O-BJA-2024-172239**

CITY agrees to pay COUNTY $264,216 of JAG funds.

COUNTY agrees to use $264,216 of JAG funds for salaries and benefits of staff in the Jackson County Prosecutor's Office.

**Section 2**

CITY agrees to pay CITY1 a total of $13,266 of JAG funds.

CITY1 agrees to use $13,266 of JAG funds to purchase law enforcement related equipment and supplies for the Police Department.

**Section 3**

CITY agrees to pay CITY2 a total of $50,214 of JAG funds.

CITY2 agrees to use $50,214 of JAG funds to purchase law enforcement related safety equipment for the Police Department.

**Section 4**

CITY agrees to pay CITY3 a total of $13,128 of JAG funds.

CITY3 agrees to use$13,128 of JAG funds to purchase law enforcement related safety equipment for the Police Department.

**Section 5**

CITY agrees to receive to receive a total of $267,791 of JAG funds.

CITY agrees to use the $267,791 of JAG funds for salaries and benefits of staff, beautification programming, and mental health programming in the Neighborhood Services Department.

**Section 6**

Nothing in the performance of this Agreement shall impose any liability of claims against all participating CITIES and COUNTY under this Memorandum of Understanding.

**Section 7**

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 8**

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this agreement.

**GMS APPLICATION NUMBER: O-BJA-2024-172239**

**Section 9**

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

**Section 10**

This Agreement is not effective until the City of Kansas City, Missouri is awarded and accepts a grant from the U.S. Department of Justice, Office of Justice Programs and the City. The City will allocate the $608,615 to the above-named units of government for the state and local law enforcement related initiative in accordance with this Agreement.

**CITY OF KANSAS CITY, MISSOURI:**

By: Brian Platt
3A15D285D28949B...
Brian Platt, City Manager

Approved as to Form

DocuSigned by:
Bret Kassen
EF5C06D680DB477...
Assistant City Attorney

**COUNTY OF JACKSON COUNTY, MISSOURI:**

By: Jean Peters Baker
Jean Peters Baker, Jackson County Prosecutor

**CITY OF GRANDVIEW, MISSOURI:**

Signed by:
By: Cemal Umut Gungor
DF502EB985924B4...
Cemal Umut Gungor, City Administrator

Signed by:
By: Charles Iseman
28DB012E331A48F...
Charles Iseman, Chief of Police

**CITY OF INDEPENDENCE, MISSOURI:**

By: Zachary Walker
Zachary C. Walker, City Manager

By: 1381
Adam Dustman, Chief of Police

**CITY OF RAYTOWN, MISSOURI:**

**GMS APPLICATION NUMBER: O-BJA-2024-172239**

DocuSigned by:

By: Damon Hodges
DE90E3F698C24C3...
Damon Hodges, City Administrator

By: Robert Kuehl
81F2EF730CE9423...
Robert J. Kuel, Chief of Police

# City of Independence

AGENDA ITEM COVER SHEET

**Agenda Title:**

25-049 **1R** An ordinance authorizing acceptance of a grant in the amount of $30,000.00 from the Missouri Department of Transportation for reimbursement of overtime for pedestrian safety enforcement programs from October 1, 2025 to September 30, 2026; authorizing future change orders, extensions, amendments or addendums for additional funding for the same project and making the necessary appropriations. **1R**

**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 #26-PS-02-001) of $30,000.00 will fund an overtime program to conduct Pedestrian Safety Enforcement during the time period of October 1, 2025, through September 30, 2026. Enforcement efforts will target high-crash locations or increased pedestrian traffic locations. Officers will make contact with observed traffic violators and utilize the contact to educate pedestrians or cyclists on Independence Municipal Ordinances and will encourage proper safety equipment when relevant.

**Emergency Justification:**

**Fiscal Impact:**

The fiscal impact to the City is net-zero. The revenue of $30,000 will be appropriated to the Grant Fund, account 015-3219-PSE. Expenditures will be appropriated to the Grant Fund, 0154550-5102-PSE. No local match is required.

**Council Action:**

Requesting Council approval of this item.

---

**Department / Contact** Police Department /

---

**REVIEWERS**

Dennea Leap
Michelle Sumstad

Jason Petersen
Adam Dustman
Melissa Cabrera
Jeremy Cover
Zachary Walker
Susanne Holland

**ATTACHMENTS:**

1. 2025-2026 DRAFT Ord - Acceptance of PSE Grant Contract.06-03-25
2. 2025-2026 PSE Contract

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING ACCEPTANCE OF A GRANT IN THE AMOUNT OF $30,000.00 FROM THE MISSOURI DEPARTMENT OF TRANSPORTATION FOR REIMBURSEMENT OF OVERTIME FOR PEDESTRIAN SAFETY ENFORCEMENT PROGRAMS FROM OCTOBER 1, 2025, TO SEPTEMBER 30, 2026; 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 Pedestrian Safety Enforcement programs in the amount of Thirty Thousand and NO/100 Dollars ($30,000.00) from October 1, 2025, through September 30, 2026; 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 #26-PS-02-001) from the Missouri Department of Transportation and sign a contract for reimbursement to the City in the amount of Thirty Thousand and NO/100 Dollars ($30,000.00) for overtime programs for the Police Department from October 1, 2025, through September 30, 2026, to provide enforcement with an emphasis on pedestrian and cyclist safety 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 2025-2026 Fiscal Year Grant Fund Police Department Operating Budget in the amount of Thirty Thousand and NO/100 Dollars ($30,000.00) from increased Estimated Revenues from a Grant from the Missouri Department of Transportation, Highway Safety Division, for overtime programs for pedestrian safety violation 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 _____, 2025 , BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

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

ATTEST:

_____
City Clerk

APPROVED - FORM AND LEGALITY:

_____
City Counselor

REVIEWED BY:

_____
City Manager

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 06/02/2025

**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:** Pedestrian Safety Enforcement
**Project Number:** 26-PS-02-001
**Project Category:** Pedestrian/Bicycle Safety
**Program Area:** State and Community Programs
**Funding Source:** 402 / 20.600

**Name of Grantee**
Independence Police Dept.

**Type of Project:** Initial
**Started:** 10/01/2025

**Grantee County**
Jackson

**Federal Funds Benefiting**

| | |
|---|---|
| **State:** | |
| **Local:** | $30,000.00 |
| **Total:** | $30,000.00 |

**Grantee Address**
223 N. Memorial Dr.

Independence, MO 64050-2836

**Source of Funds**

| | |
|---|---|
| **Federal:** | $30,000.00 |
| **State:** | |
| **Local:** | $0.00 |
| **Total:** | $30,000.00 |

| Telephone | Fax |
|---|---|
| 816-325-7300 | 816-325-7316 |

**Contract Period**
**Effective:** 10/01/2025
**Through:** 09/30/2026

**Prepared By**
Wilson, Scott

**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 $30,000.00**; 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. Give preference, as appropriate, to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less.
8. 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 200.321)
9. 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 value of $10,000 or more. The MHTC will notify the subrecipient when an item of original cost of $10,000 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 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 $1,000,000 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 $1,000,000 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;

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.

**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.
6. Chief of Police training course (Chapter 590.033 RSMo) - All police chiefs appointed after August 28, 2023 shall attend a police training course within six months of appointment.

**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:

| Section | Assistance Listing # | Program Title |
|---|---|---|
| 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.

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.

***Waiver of Buy America Requirements for De Minimis Costs and Small Grants**

Effective August 16, 2023, the United States Department of Transportation published a public interest waiver of the Buy America, Build America Act's domestic preference requirements for iron and steel, manufactured products, and construction materials used in projects funded under DOT-administered financial assistance programs for iron, steel, manufactured products, and construction materials under a single financial assistance award for which the total amount of Federal financial assistance applied to the project, through awards or subawards, is below $500,000. Therefore, until this waiver expires or is otherwise terminated, the Buy America Act requirements stipulated above will only apply should this contract total $500,000 or more.

**XXVI. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE**

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, the subrecipient is 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 .

## XXXII. TRAVEL REQUIREMENTS

Any travel awarded in this agreement must follow these guidelines:

**A.** All costs should fall at or below CONUS rates for the location travelled to.

**B.** Travel should be claimed at the lowest rate cost of travel, regardless of method taken. I.E. if the cost of air travel is cheaper than driving and claiming mileage, but the subrecipient opts to drive, any reimbursement should not exceed the cost of airfare.

**C.** Regardless of travel method, costs for travel shall not exceed basic economy fares. However, additional costs for refundable tickets are allowable, provided any refund issued is returned to the MHTC, if costs have already been reimbursed by the MHTC.

**D.** Any costs for car rentals must be approved by the MHTC prior to travel and are limited to economy class vehicles. Rental/rideshare/taxicab costs for after-hours entertainment are not allowable.

**E.** Maximum costs for travel are detailed in the Budget section of this agreement. Costs cannot be spread among multiple agreements nor submitted in excess of the costs approved.

## CONTRACT REQUIREMENTS

**THE FOLLOWING REQUIREMENTS ONLY APPLY TO CONTRACTS THAT INCLUDE TRAINING**

Subrecipients offering 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 the cost effectiveness of each class, every effort should be made to enroll a minimum of fifteen (15) students per class. Subrecipients must develop training plans, which include minimum enrollment strategies and anticipated costs for the class and share with the MHTC at the beginning of the project period. Should the minimum number of students registered for a class not be met, subrecipients must contact MHTC prior to proceeding with the class to review the training plan and ensure that both parties agree that adequate measures have been taken. Repeated classes with poor attendance may result in the suspension of the training award.

**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.** Only law enforcement work performed by a duly licensed, Peace Officer Standards and Training (POST) certified law enforcement officer will be reimbursed.

**5.** The Subrecipient will not be eligible for reimbursement for any individual law enforcement officer working overtime 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 overtime 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 should also participate in local traffic safety task forces and engage in local community collaboration in traffic safety planning initiatives.

**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.

Officer overtime or any other costs reimbursed by this MHTC agreement must not also be requested for court-ordered recoupment on alcohol or drug-related driving cases.

Exceptions to awarded 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. **SOBRIETY CHECKPOINTS**

   Unless otherwise prohibited by state statute or appropriation,

   **a)** 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.

   **b)** 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.

   **c)** Enforcement statistics and the agency's sobriety checkpoint operations plan must be submitted with reimbursement vouchers.

**F. PARTICIPATION IN NATIONAL AND STATE MOBILIZATIONS**

Law enforcement agencies must participate in National and State Mobilizations including, but not limited to:

- Click It or Ticket
- Drive Sober or Get Pulled Over
- Holiday Impaired Driving Campaign

Manpower authorized in law enforcement projects should include time dedicated to these mobilizations as appropriate (i.e. an Impaired Driving or HMV project can be utilized to participate in the Drive Sober or Get Pulled Over campaign, HMV or Occupant Protection projects can be utilized to participate in Click It or Ticket).

Mobilization reporting efforts shall be completed using the online mobilization reporting form located at: https://mobilization.rejis.org.

**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))

Per the FY24-26 Triennial Highway Safety Plan, walking and bicycle riding are essential modes of transportation for many Missourians. Many Missourians do not have access to a personal vehicle, are not physically capable of driving, simply decide not to drive, or delay licensure. Many of the urban areas like St. Louis, Kansas City, Springfield, and Columbia have growing pedestrian and bicyclist networks.

Motor vehicle crashes involving pedestrians and bicyclists account for 13% of Missouri's traffic fatalities and have increased by 44% since 2012. When a non-motorized user is involved in a traffic crash, the potential for injury or death is significant. For example, from 2017-2021, pedestrian involved crashes comprised just 1% of all crashes but accounted for 11.6% of all traffic fatalities and 6.1% of all serious injuries in Missouri.

From 2017-2021, pedestrian fatalities were most prevalent in urban areas (77%) and at night (73%). Pedestrian fatalities occurred at a higher rate amongst black Missourians when compared to other races, particularly in urban areas. There is also a higher frequency of pedestrian fatalities between July and December compared to other times of the year. Most pedestrians killed in Missouri traffic crashes are between the ages of 20 and 69, with ages 30-59 representing the largest portion.

Missouri is also monitoring trends in crashes involving other non-motorized road users, such as (but not limited to) electric bicycles, scooters, personal mobility assistance devices, and utility vehicles. As more people are utilizing these modes of transportation, crashes involving these vulnerable road users are also increasing.

From 2021-2023, the City of Independence has experienced 6,845 traffic crashes, of which two hundred twenty-four (224) resulted in disabling injuries and fifty-four (54) resulted in fatality crashes. One hundred nine (109) of these crashes involved +/- one pedestrian.

This statistic became extremely noticeable when looking at crashes in the year 2023. During the year of 2023, the Independence Police Department Accident Investigation Unit investigated thirty-eight serious injury / fatal crashes. Twenty-six (26) of these crashes resulted in a fatality. Nine (9) of the twenty-six (26) fatalities, were to the pedestrian involved in the crash.

These fatal crashes were primarily occurring on MO-78 (23rd St) or US-40 Hwy. Time of day and clothing of the pedestrian were factors in the crash as well as pedestrians crossing mid-block without any type of signal or protection from traffic.

As we started 2024, four (4) pedestrians were struck before the end of January. Two (2) of the (4) died as a result from the crash.

Crash data shows the following locations are the "High-Crash" locations involving pedestrians:

- US-40 Hwy & 36th St
- 23rd St & Vermont Ave

## GOALS/OBJECTIVES

As outlined in the FY24-26 Triennial Highway Safety Plan, Core Performance Measure Goals:

Based on a goal of 0 fatalities by 2030, Missouri is setting a five-year average pedestrian fatality target of 110.4 by December 31, 2026.

Based on a goal of 0 fatalities by 2030, Missouri is setting a five-year average bicyclist fatality target of 13.6 by December 31, 2026.

Our Project Goal is to raise pedestrian and cyclist awareness of roadway dangers and provide knowledge of state laws and municipal ordinances to help protect road users. Officers will patrol areas saturated with pedestrian and cyclist traffic and target violations. Officers will strive for two (2) contacts per hour and enforce municipal ordinances through citations or written warnings.

Though our goal is to reach zero (0) fatalities each year, we must focus on statistical data and aim enforcement and visibility efforts at designated problem areas. By focusing on these identified problem areas, we should create a safer environment for pedestrian and cyclist traffic as well as increase law enforcement visibility for drivers as well.

Our goal is to create an additional funding source through MoDOT for pedestrian and cyclist enforcement with a greater goal of reducing crashes by education, enforcement and engineering.

## PROJECT DESCRIPTION

The City of Independence has multiple municipal ordinances written for "Pedestrian Right-of- Way and Duties." Officers will work alone or in teams with enforcement efforts targeting "High-Crash" locations or increased pedestrian traffic as designated. Officers will monitor pedestrian and cyclist traffic and make contact with observed traffic violators in the form of "Pedestrian Checks" or "Traffic Stops." Officers should follow a "Zero-Tolerance" enforcement for observed public liquor violations.

Officers will also utilize the time of the contact to educate pedestrians or cyclists on Independence Municipal Ordinances. Officers will encourage proper safety equipment and hand out available equipment if it is readily available.

Officers will voluntarily sign up for this detail through monthly sign-up sheets. Standards and expectations will be listed on the Traffic Grant Requirement sign-up sheet.

## SUPPLEMENTAL INFORMATION

| | Question | Answer |
|---|---|---|
| | You must answer the following questions. | |
| 1 | Does your agency have and enforce a safety belt policy for all employees/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 | Does your agency have adequate manpower to fully perform the activities, expend the funds requested, and to submit vouchers on a monthly and/or quarterly basis in this application? | Yes |
| 8 | If NO, please explain. | |
| 9 | Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes? | No |
| 10 | If YES, please explain. | |
| 11 | Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years? | No |
| 12 | If YES, please explain. | |
| 13 | 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 |
| 14 | If your agency received Highway Safety grant funding in the last three (3) fiscal years and there were unexpended balances, please explain why. | |

In December of 2023, the City of Independence switched payroll systems which changed and delayed tracking of monthly spending. Grant Activities were stopped to covered unexpected balances which helped but also located over-spending. Officers also received nearly 20% raises across the department which affected projected spending habits.

| | | |
|---|---|---|
| 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. | 457 |
| 19 | Total number of speeding citations written by your agency. | 7904 |
| 20 | Total number of HMV citations written by your agency. | 9490 |
| 21 | Total number of child safety/booster seat citations written by your agency. | 38 |
| 22 | Total number of safety belt citations written by your agency. | 713 |
| 23 | Total number of warnings issued. | 1069 |

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. | 2277 |
| 25 | Total number of traffic crashes resulting in a fatality. | 18 |
| 26 | Total number of traffic crashes resulting in a serious injury. | 21 |
| 27 | Total number of speed-related traffic crashes. | 149 |
| 28 | Total number of speed-related traffic crashes resulting in a fatality. | 7 |
| 29 | Total number of speed-related traffic crashes resulting in a serious injury. | 142 |
| 30 | Total number of alcohol-related traffic crashes. | 107 |
| 31 | Total number of alcohol-related traffic crashes resulting in a fatality. | 3 |
| 32 | Total number of alcohol-related traffic crashes resulting in a serious injury. | 26 |
| 33 | Total number of unbuckled fatalities. | 4 |
| 34 | Total number of unbuckled serious injuries. | 67 |

Enter your agency's information below.

| | | |
|---|---|---|
| 35 | Total number of commissioned law enforcement officers. | 188 |
| 36 | Total number of commissioned patrol and traffic officers. | 112 |
| 37 | Total number of commissioned law enforcement officers available for overtime enforcement. | 208 |

38 Total number of vehicles available for enforcement. 70

39 Total number of radars/lasers. 46

40 Total number of in-car video cameras. 75

41 Total number of PBTs and/or oral fluid testing devices. Please indicate the number of each type of instrument.

16 PBT's
1 SoToxa

42 Total number of Breath Instruments. 5

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.

US-40, US-24, MO-78, MO-12, Sterling Ave, Noland Rd, Lees Summit Rd, 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 12:00 AM

48 Enter the number of officers assigned during the enforcement period. 5

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 evaluations from crash statistics and enforcement statistics will be completed to evaluate 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 | Pedestrian Safety Enforcement (Officers, Supervisors, Administrative Personnel) - Approx 206 Hours | 1.00 | $30,000.00 | $30,000.00 | $0.00 | $30,000.00 |
| | | | | | **$30,000.00** | **$0.00** | **$30,000.00** |
| | | | | **Total Contract** | **$30,000.00** | **$0.00** | **$30,000.00** |

## ATTACHMENTS

| Document Type | Description | Original File Name | Date Added |
|---|---|---|---|
| PDF | PDF Document | Ped Crash Data 21-23.pc | 02/03/2025 |
| PDF | PDF Document | PedCycle Crash Severity | 02/03/2025 |

# City of Independence

AGENDA ITEM COVER SHEET

**Agenda Title:**

25-050 **1R** An ordinance authorizing acceptance of a grant in the amount of $500,000.00 from the Missouri Department of Transportation for reimbursement for LETSAC Conference fees and an overtime program for hazardous moving violations enforcement from October 1, 2025 to September 30, 2026; authorizing future change orders, extensions, amendments or addendums for additional funding for the same project and making the necessary appropriations. **1R**

**Recommendations:**

Staff recommends approval.

**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 #26-PT*-02-043) of $500,000.00 will fund Hazardous Moving Violation projects during the time period of October 1, 2025, and September 30, 2026.

The police department will be required to conduct enforcement targeting offenders committing hazardous moving violations (speeding, following too close, improper land 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, and enforcement on High-Crash Roadways. These proactive enforcement and educational initiatives have demonstrated their effectiveness in reducing the violations and the serious consequences associated with this destructive behavior.

**Emergency Justification:**

**Fiscal Impact:**

The total fiscal impact to the City is net-zero. Revenue totaling $500,000 will be appropriated to the Grant Fund, account 015-3219-HMV. Expenditures totaling $496,000.00 will be appropriated to the Grant Fund, account 0154550-5102-HMV, and expenditures totaling $4,000.00 will be appropriated to the Grant Fund, account 0154550-5203-HMV. No local match is required.

**Council Action:**

**Department / Contact** Police Department /

---

**REVIEWERS**

Dennea Leap
Michelle Sumstad
Jason Petersen
Adam Dustman
Melissa Cabrera
Jeremy Cover
Zachary Walker
Susanne Holland

**ATTACHMENTS:**

1. 2025-2026 DRAFT Ord - Acceptance of HMV Enforcement Grant Contract.06-03-25
2. 2025-2026 HMV Contract

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING ACCEPTANCE OF A GRANT IN THE AMOUNT OF $500,000.00 FROM THE MISSOURI DEPARTMENT OF TRANSPORTATION FOR REIMBURSEMENT FOR LETSAC CONFERENCE FEES AND AN OVERTIME PROGRAM FOR HAZARDOUS MOVING VIOLATIONS ENFORCEMENT FROM OCTOBER 1, 2025, TO SEPTEMBER 30, 2026; 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 Five Hundred Thousand and 00/100 Dollars ($500,000.00) from October 1, 2025, through September 30, 2026; 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 #26-PT*-02-043) from the Missouri Department of Transportation and sign a contract for reimbursement to the City in the amount of Five Hundred Thousand and 00/100 Dollars ($500,000.00) for LETSAC Conference fees and an overtime program from October 1, 2025, through September 30, 2026, 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 2025-2026 Fiscal Year Grant Fund Police Department Operating Budget in the amount of Five Hundred Thousand and 00/100 Dollars ($500,000.00) from increased Estimated Revenues from a Grant from the Missouri Department of Transportation, Highway Safety Division, for a 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 _____, 2025, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

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

ATTEST:

_____
City Clerk

APPROVED - FORM AND LEGALITY:

_____
City Counselor

REVIEWED BY:

_____
City Manager

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 06/02/2025

**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:** 26-PT*-02-043
**Project Category:** Traffic Enforcement Services
**Program Area:** State and Community Programs
**Funding Source:** 402 / 20.600

**Name of Grantee**
Independence Police Dept.

**Type of Project:** Initial
**Started:** 10/01/2025

**Grantee County**
Jackson

**Federal Funds Benefiting**

| | |
|---|---|
| **State:** | |
| **Local:** | $500,000.00 |
| **Total:** | $500,000.00 |

**Grantee Address**
223 N. Memorial Dr.

Independence, MO 64050-2836

**Source of Funds**

| | |
|---|---|
| **Federal:** | $500,000.00 |
| **State:** | |
| **Local:** | $0.00 |
| **Total:** | $500,000.00 |

| Telephone | Fax |
|---|---|
| 816-325-7300 | 816-325-7316 |

**Contract Period**
**Effective:** 10/01/2025
**Through:** 09/30/2026

**Prepared By**
Wilson, Scott

**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 $500,000.00**; 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. Give preference, as appropriate, to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less.
8. 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 200.321)
9. 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 value of $10,000 or more. The MHTC will notify the subrecipient when an item of original cost of $10,000 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 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 $1,000,000 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 $1,000,000 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;

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.

**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.
6. Chief of Police training course (Chapter 590.033 RSMo) - All police chiefs appointed after August 28, 2023 shall attend a police training course within six months of appointment.

**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:

| Section | Assistance Listing # | Program Title |
|---|---|---|
| 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.

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.

***Waiver of Buy America Requirements for De Minimis Costs and Small Grants**

Effective August 16, 2023, the United States Department of Transportation published a public interest waiver of the Buy America, Build America Act's domestic preference requirements for iron and steel, manufactured products, and construction materials used in projects funded under DOT-administered financial assistance programs for iron, steel, manufactured products, and construction materials under a single financial assistance award for which the total amount of Federal financial assistance applied to the project, through awards or subawards, is below $500,000. Therefore, until this waiver expires or is otherwise terminated, the Buy America Act requirements stipulated above will only apply should this contract total $500,000 or more.

**XXVI. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE**

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, the subrecipient is 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 .

**XXXII. TRAVEL REQUIREMENTS**

Any travel awarded in this agreement must follow these guidelines:

**A.** All costs should fall at or below CONUS rates for the location travelled to.

**B.** Travel should be claimed at the lowest rate cost of travel, regardless of method taken. I.E. if the cost of air travel is cheaper than driving and claiming mileage, but the subrecipient opts to drive, any reimbursement should not exceed the cost of airfare.

**C.** Regardless of travel method, costs for travel shall not exceed basic economy fares. However, additional costs for refundable tickets are allowable, provided any refund issued is returned to the MHTC, if costs have already been reimbursed by the MHTC.

**D.** Any costs for car rentals must be approved by the MHTC prior to travel and are limited to economy class vehicles. Rental/rideshare/taxicab costs for after-hours entertainment are not allowable.

**E.** Maximum costs for travel are detailed in the Budget section of this agreement. Costs cannot be spread among multiple agreements nor submitted in excess of the costs approved.

## CONTRACT REQUIREMENTS

**THE FOLLOWING REQUIREMENTS ONLY APPLY TO CONTRACTS THAT INCLUDE TRAINING**

Subrecipients offering 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 the cost effectiveness of each class, every effort should be made to enroll a minimum of fifteen (15) students per class. Subrecipients must develop training plans, which include minimum enrollment strategies and anticipated costs for the class and share with the MHTC at the beginning of the project period. Should the minimum number of students registered for a class not be met, subrecipients must contact MHTC prior to proceeding with the class to review the training plan and ensure that both parties agree that adequate measures have been taken. Repeated classes with poor attendance may result in the suspension of the training award.

**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.** Only law enforcement work performed by a duly licensed, Peace Officer Standards and Training (POST) certified law enforcement officer will be reimbursed.

**5.** The Subrecipient will not be eligible for reimbursement for any individual law enforcement officer working overtime 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 overtime 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 should also participate in local traffic safety task forces and engage in local community collaboration in traffic safety planning initiatives.

**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.

Officer overtime or any other costs reimbursed by this MHTC agreement must not also be requested for court-ordered recoupment on alcohol or drug-related driving cases.

Exceptions to awarded 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. **SOBRIETY CHECKPOINTS**

   Unless otherwise prohibited by state statute or appropriation,

   **a)** 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.

   **b)** 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.

   **c)** Enforcement statistics and the agency's sobriety checkpoint operations plan must be submitted with reimbursement vouchers.

**F. PARTICIPATION IN NATIONAL AND STATE MOBILIZATIONS**

Law enforcement agencies must participate in National and State Mobilizations including, but not limited to:

- Click It or Ticket
- Drive Sober or Get Pulled Over
- Holiday Impaired Driving Campaign

Manpower authorized in law enforcement projects should include time dedicated to these mobilizations as appropriate (i.e. an Impaired Driving or HMV project can be utilized to participate in the Drive Sober or Get Pulled Over campaign, HMV or Occupant Protection projects can be utilized to participate in Click It or Ticket).

Mobilization reporting efforts shall be completed using the online mobilization reporting form located at: https://mobilization.rejis.org.

**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))

Per the FY 24-26 Triennial Highway Safety Plan, 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 2021-2023, Independence Police Officers investigated 6,845 traffic crashes, of which two hundred twenty-four (224) were disabling injury crashes and fifty-four (54) were fatal crashes. Motorists are accustomed to driving at least five (5) to ten (10) miles per hour over the speed limit in almost every driving condition. Many are driving ten (10) to twenty (20) miles per hour over the speed limit throughout the City of Independence. This, coupled with following too closely on a regular basis, results in traffic crashes and injuries. Speeding was a contributing factor in 1,024 crashes during this same time-frame. Speed was also a factor in eighty-four (84) disabling injury crashes and twenty-eight (28) fatal crashes.

The City of Independence has a large number of retail businesses around a major shopping center and a large medical hospital campus bordered by an interstate highway, two major state highways 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 Event Center increases the already existing traffic problem. Independence also has a large shopping district stretching four (4) 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 2024, two hundred sixty-four (264) traffic crashes occurred along the seven (7) mile stretch of Interstate-70 in Independence. This resulted in seventy-five (75) injury crashes and two (2) fatal crashes. Enforcement efforts on Interstate-70 were increased from Traffic Grant officers working most weekday mornings from 0400-0600. This effort had a noticeable impact in the reduction of crashes around those hours on Interstate-70. Of the two hundred sixty-four (264) crashes, fifty-four (54) showed "Speed" or "Too fast for conditions" to be a contributing factor. Seventy-five (75) were indicated as "Following too close" and forty-seven (47) were marked as "Improper lane use". These types of violations are consistent with aggressive driving.

Additional statistics from 2024 showed city wide, one hundred eighty-one (181) traffic crashes were listed with "Violation Signal / Sign" as the contributing factor. Sixty-five (65) of these crashes results with injuries and three (3) resulted in fatal crashes. Red light violations are in direct correlation to aggressive drivers who are notorious for also speeding, tailgating and cutting off other motorists.

The following statistics show where the City of Independence ranks compared to other cities in Missouri for speed related fatalities and serious injury crashes:

Speed Related Crashes - 1,024 (4th in the state)

Speed Related Disabling Injury Crashes - 84 (3rd in the state)

Speed Related Fatal Crashes - 28 (3rd in the state)

The top four "High-Crash" locations in Independence are:

1. MO-291 Hwy & Gudgell St
2. MO-291 Hwy & Frontage Rd
3. MO-291 Hwy & Salisbury Rd
4. US-40 Hwy & Sterling Ave.

This information was gathered through LETS-5 (MOCARS) reports and MSHP Static Reports.

## GOALS/OBJECTIVES

As outlined in the FY24-26 Triennial Highway Safety Plan, 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.

The goal of the Independence Police Department is to 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.

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 suggested for any violations observed. There will also be a zero tolerance for seat belt violations and child restraint violations. Officers assigned to the Traffic Safety Unit will target the following major roadways, I-70, I-470, US-24 Hwy, US-40 Hwy, MO-12 Hwy, MO-78, MO-291, Sterling Ave, Noland Rd, Lees Summit Rd, and 39th St. Officers will also conduct enforcement in locations that may present themselves 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 the 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 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 Railroad 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 driving education to reduce traffic crashes.

In 2024, Independence Police Officers issued 9,580 citations while working MoDOT-funded HMV and STEP traffic grants. 5,346 hazardous moving violations were cited and 4,232 non-moving violations were cited.

## SUPPLEMENTAL INFORMATION

| | Question | Answer |
|---|---|---|
| | You must answer the following questions. | |
| 1 | Does your agency have and enforce a safety belt policy for all employees/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 | Does your agency have adequate manpower to fully perform the activities, expend the funds requested, and to submit vouchers on a monthly and/or quarterly basis in this application? | Yes |
| 8 | If NO, please explain. | |
| 9 | Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes? | No |
| 10 | If YES, please explain. | |
| 11 | Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years? | No |
| 12 | If YES, please explain. | |
| 13 | 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 |
| 14 | If your agency received Highway Safety grant funding in the last three (3) fiscal years and there were unexpended balances, please explain why. | |

In December of 2023, the City of Independence switched payroll systems which changed and delayed tracking of monthly spending. Grant activities were stopped to covered unexpected balances which helped but also located over-spending. Officers also received nearly 20% raises across the department which affected projected spending habits.

| | | |
|---|---|---|
| 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. | 457 |
| 19 | Total number of speeding citations written by your agency. | 7904 |
| 20 | Total number of HMV citations written by your agency. | 9490 |
| 21 | Total number of child safety/booster seat citations written by your agency. | 38 |
| 22 | Total number of safety belt citations written by your agency. | 713 |
| 23 | Total number of warnings issued. | 1069 |

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. | 2277 |
| 25 | Total number of traffic crashes resulting in a fatality. | 18 |
| 26 | Total number of traffic crashes resulting in a serious injury. | 21 |
| 27 | Total number of speed-related traffic crashes. | 149 |
| 28 | Total number of speed-related traffic crashes resulting in a fatality. | 7 |
| 29 | Total number of speed-related traffic crashes resulting in a serious injury. | 142 |
| 30 | Total number of alcohol-related traffic crashes. | 107 |
| 31 | Total number of alcohol-related traffic crashes resulting in a fatality. | 3 |
| 32 | Total number of alcohol-related traffic crashes resulting in a serious injury. | 26 |
| 33 | Total number of unbuckled fatalities. | 4 |
| 34 | Total number of unbuckled serious injuries. | 67 |

Enter your agency's information below.

| | | |
|---|---|---|
| 35 | Total number of commissioned law enforcement officers. | 188 |
| 36 | Total number of commissioned patrol and traffic officers. | 112 |
| 37 | Total number of commissioned law enforcement officers available for overtime enforcement. | 208 |

38 Total number of vehicles available for enforcement. 50

39 Total number of radars/lasers. 46

40 Total number of in-car video cameras. 75

41 Total number of PBTs and/or oral fluid testing devices. Please indicate the number of each type of instrument.

PBT's - 16
Sotoxa Oral Fluid Device - 1

42 Total number of Breath Instruments. 5

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-24, US-40, MO-12, MO-78, MO-291, Sterling Ave, Noland Rd, Lees Summit Rd, 39th St.

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 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 on our high-crash roadway locations.

## 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) - Approx 2,241 Hours | 1.00 | $325,000.00 | $325,000.00 | $0.00 | $325,000.00 |
| | Overtime and/or Fringe | I-70 Aggressive Driving Enforcement (Supervisors, Officers, Dispatchers, and Administrative Personnel) - Approx 834 Hours | 1.00 | $121,000.00 | $121,000.00 | $0.00 | $121,000.00 |
| | Overtime and/or Fringe | Red Light Enforcement (Supervisors, Officers, Dispatchers, and Administrative Personnel) - Approx 344 Hours | 1.00 | $50,000.00 | $50,000.00 | $0.00 | $50,000.00 |
| | | | | | **$496,000.00** | **$0.00** | **$496,000.00** |
| **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** | **$500,000.00** | **$0.00** | **$500,000.00** |

## ATTACHMENTS

| Document Type | Description | Original File Name | Date Added |
|---|---|---|---|

# City of Independence

AGENDA ITEM COVER SHEET

**Agenda Title:**

25-051 **1R** An ordinance authorizing acceptance of a grant in the amount of $1,156,000.00 from the Missouri Department of Transportation for reimbursement of Drug Recognition Expert (DRE) Conference fees and overtime programs for the police department for impaired driving enforcement and youth alcohol liquor compliance checks from October 1, 2025, to September 30, 2026; authorizing future change orders and/or time extensions for the same project and making the necessary appropriations. **1R**

**Recommendations:**

Approval of this item is recommended.

**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 (Project #26-ENF-03-047) of $1,156,000.00 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, 2025, and September 30, 2026.

**Emergency Justification:**

**Fiscal Impact:**

The fiscal impact to the City is net-zero. Revenue totaling $1,156,000.00 will be appropriated to the Grant Fund, account 015-3219-DWIEN. Expenditures totaling $1,150,000.00 will be appropriated to the Grant Fund, account 0154550-5102-DWIEN, and expenditures totaling $6,000.00 will be appropriated to the Grant Fund, account 0154550-5203-DWIEN. No local match is required.

**Council Action:**

Requesting Council approval of this item.

---

**Department / Contact** Police Department /

---

**REVIEWERS**

Dennea Leap
Michelle Sumstad
Jason Petersen
Adam Dustman
Melissa Cabrera
Jeremy Cover
Zachary Walker
Susanne Holland

**ATTACHMENTS:**

1. 2025-2026 DRAFT Ord -Acceptance of DWI Enforcement Grant Contract.06-03-2025
2. 2025-2026 DWI Contract

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING ACCEPTANCE OF A GRANT IN THE AMOUNT OF $1,156,000.00 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, 2025, TO SEPTEMBER 30, 2026; 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 One Hundred Fifty-Six Thousand and NO/100 Dollars ($1,156,000.00) from October 1, 2025, through September 30, 2026; 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 #26-ENF-03-047) from the Missouri Department of Transportation and sign a contract for reimbursement to the City in the amount of One Million One Hundred Fifty-Six Thousand and NO/100 Dollars ($1,156,000.00 for DRE Conference fees and overtime programs for the Police Department from October 1, 2025, through September 30, 2026, 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 2025-2026 Fiscal Year Grant Fund Police Department Operating Budget in the amount of One Million One Hundred Fifty-Six Thousand and NO/100 Dollars ($1,156,000.00) 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 _____, 2025, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

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

ATTEST:

_____
City Clerk

APPROVED - FORM AND LEGALITY:

_____
City Counselor

REVIEWED BY:

_____
City Manager

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 06/02/2025

**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:** 26-ENF-03-047
**Project Category:** Impairment Enforcement
**Program Area:** Impaired Driving Countermeasures
**Funding Source:** 154 AL / 20.607

**Name of Grantee**
Independence Police Dept.

**Type of Project:** Initial
**Started:** 10/01/2025

**Grantee County**
Jackson

**Federal Funds Benefiting**

| | |
|---|---|
| **State:** | |
| **Local:** | $1,156,000.00 |
| **Total:** | $1,156,000.00 |

**Grantee Address**
223 N. Memorial Dr.

Independence, MO 64050-2836

**Source of Funds**

| | |
|---|---|
| **Federal:** | $1,156,000.00 |
| **State:** | |
| **Local:** | $0.00 |
| **Total:** | $1,156,000.00 |

| Telephone | Fax |
|---|---|
| 816-325-7300 | 816-325-7316 |

**Contract Period**
**Effective:** 10/01/2025
**Through:** 09/30/2026

**Prepared By**
Wilson, Scott

**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 $1,156,000.00**; 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. Give preference, as appropriate, to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less.
8. 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 200.321)
9. 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 value of $10,000 or more. The MHTC will notify the subrecipient when an item of original cost of $10,000 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 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 $1,000,000 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 $1,000,000 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;

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.

**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.
6. Chief of Police training course (Chapter 590.033 RSMo) - All police chiefs appointed after August 28, 2023 shall attend a police training course within six months of appointment.

**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:

| Section | Assistance Listing # | Program Title |
|---|---|---|
| 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.

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.

***Waiver of Buy America Requirements for De Minimis Costs and Small Grants**

Effective August 16, 2023, the United States Department of Transportation published a public interest waiver of the Buy America, Build America Act's domestic preference requirements for iron and steel, manufactured products, and construction materials used in projects funded under DOT-administered financial assistance programs for iron, steel, manufactured products, and construction materials under a single financial assistance award for which the total amount of Federal financial assistance applied to the project, through awards or subawards, is below $500,000. Therefore, until this waiver expires or is otherwise terminated, the Buy America Act requirements stipulated above will only apply should this contract total $500,000 or more.

**XXVI. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE**

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, the subrecipient is 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 .

## XXXII. TRAVEL REQUIREMENTS

Any travel awarded in this agreement must follow these guidelines:

**A.** All costs should fall at or below CONUS rates for the location travelled to.

**B.** Travel should be claimed at the lowest rate cost of travel, regardless of method taken. I.E. if the cost of air travel is cheaper than driving and claiming mileage, but the subrecipient opts to drive, any reimbursement should not exceed the cost of airfare.

**C.** Regardless of travel method, costs for travel shall not exceed basic economy fares. However, additional costs for refundable tickets are allowable, provided any refund issued is returned to the MHTC, if costs have already been reimbursed by the MHTC.

**D.** Any costs for car rentals must be approved by the MHTC prior to travel and are limited to economy class vehicles. Rental/rideshare/taxicab costs for after-hours entertainment are not allowable.

**E.** Maximum costs for travel are detailed in the Budget section of this agreement. Costs cannot be spread among multiple agreements nor submitted in excess of the costs approved.

## CONTRACT REQUIREMENTS

**THE FOLLOWING REQUIREMENTS ONLY APPLY TO CONTRACTS THAT INCLUDE TRAINING**

Subrecipients offering 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 the cost effectiveness of each class, every effort should be made to enroll a minimum of fifteen (15) students per class. Subrecipients must develop training plans, which include minimum enrollment strategies and anticipated costs for the class and share with the MHTC at the beginning of the project period. Should the minimum number of students registered for a class not be met, subrecipients must contact MHTC prior to proceeding with the class to review the training plan and ensure that both parties agree that adequate measures have been taken. Repeated classes with poor attendance may result in the suspension of the training award.

**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.** Only law enforcement work performed by a duly licensed, Peace Officer Standards and Training (POST) certified law enforcement officer will be reimbursed.

**5.** The Subrecipient will not be eligible for reimbursement for any individual law enforcement officer working overtime 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 overtime 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 should also participate in local traffic safety task forces and engage in local community collaboration in traffic safety planning initiatives.

**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.

Officer overtime or any other costs reimbursed by this MHTC agreement must not also be requested for court-ordered recoupment on alcohol or drug-related driving cases.

Exceptions to awarded 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. **SOBRIETY CHECKPOINTS**

   Unless otherwise prohibited by state statute or appropriation,

   **a)** 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.

   **b)** 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.

   **c)** Enforcement statistics and the agency's sobriety checkpoint operations plan must be submitted with reimbursement vouchers.

**F. PARTICIPATION IN NATIONAL AND STATE MOBILIZATIONS**

Law enforcement agencies must participate in National and State Mobilizations including, but not limited to:

- Click It or Ticket
- Drive Sober or Get Pulled Over
- Holiday Impaired Driving Campaign

Manpower authorized in law enforcement projects should include time dedicated to these mobilizations as appropriate (i.e. an Impaired Driving or HMV project can be utilized to participate in the Drive Sober or Get Pulled Over campaign, HMV or Occupant Protection projects can be utilized to participate in Click It or Ticket).

Mobilization reporting efforts shall be completed using the online mobilization reporting form located at: https://mobilization.rejis.org.

**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))

Per the FY24-26 Triennial Highway Safety Plan, 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 2021-2024, the Independence Police Department investigated 9,418 crashes. It was determined that alcohol impairment was involved in 446 of these crashes which resulted in 11 fatalities and 154 reported injury crashes. (LETS5)

The following shows where Independence ranks compared to other cities in Missouri for impaired related fatalities and serious injury crashes. (2021-2023 - MSHP Static Reports)

Impaired Crashes -
- 3rd in the state (338 Total)

Impaired Fatalities -
- 2nd in the state (9 Total)

Disabling Injuries -
- 3rd in the state (38 Total)

The top four "High Crash" locations in Independence are;

1. MO-291 Hwy. & Gudgell St.

2. MO-291 Hwy. & Frontage Rd.

3. MO-291 Hwy. & Salisbury Rd.

4. US-40 Hwy. & Sterling Ave.

## GOALS/OBJECTIVES

As outlined in the FY24-26 Triennial Highway Safety Plan, 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 state-wide quarterly impaired driving enforcement campaigns (if applicable);

- 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.

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 7:00 PM to 3:00 AM 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 PM to 12:00 AM. The times will vary from 4:00 PM to 5:00 AM 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 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 twenty-five officers with two to three supervisors conducting saturation patrols 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 Rd), MO-291, MO-78 (23rd St), Noland Rd, Lee's Summit Rd, Sterling Ave, and US-40 Hwy 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 thirty (30) or more compliance checks a year. The goal is to conduct fifteen (15) to twenty (20) checks for liquor-by-drink locations and approximately thirty (30) or more checks for package liquor establishments. Additional follow-up compliance checks will be attempted for establishments with reported violations and/or complaint locations. Additional compliance checks, surveillance, and follow-ups will be conducted as funds and staffing allow.

One (1) lead officer plus four (4) to twelve (12) officers and one supervisor working in teams of two will take part in these compliance checks. Each team will utilize between one (1) and three (3) paid C.I.'s assigned to each team. Each operation will be scheduled for eight (8) to ten (10) hours, depending on the number of violations. These operations will be scheduled year-round with special focus on weekends, holidays, prom, homecomings, and graduations and school breaks. The goal of conducting liquor compliance checks is to reduce the availability of alcohol sales to youth in our community.

An expansion of the "Cops in Shops" program will place additional plainclothes officers in retail alcohol outlets posing as store employees or customers in a collaborative effort to prevent illegal underage alcohol purchases and to prevent adults from purchasing alcohol for minors. Previous communication with retailers indicates nearly half of all Independence package liquor establishments wish to participate in this voluntary program.

During the calendar year of 2024, the Independence Police Department conducted thirty-six (36) total compliance checks, with just over 3,600 attempted purchases. All of 180 licensed establishments were checked multiple times, resulting in the best ever City of Independence compliance rate of 98.6%.

## SUPPLEMENTAL INFORMATION

| | Question | Answer |
|---|---|---|
| | You must answer the following questions. | |
| 1 | Does your agency have and enforce a safety belt policy for all employees/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 | Does your agency have adequate manpower to fully perform the activities, expend the funds requested, and to submit vouchers on a monthly and/or quarterly basis in this application? | Yes |
| 8 | If NO, please explain. | |
| 9 | Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes? | No |
| 10 | If YES, please explain. | |
| 11 | Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years? | No |
| 12 | If YES, please explain. | |
| 13 | 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 |
| 14 | If your agency received Highway Safety grant funding in the last three (3) fiscal years and there were unexpended balances, please explain why. | |

In December of 2023, the City of Independence switched payroll systems which changed and delayed tracking of monthly spending. Grant activities were stopped to covered unexpected balances which helped but also located over-spending. Officers also received nearly 20% raises across the department which affected projected spending habits.

| | | |
|---|---|---|
| 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. | 457 |
| 19 | Total number of speeding citations written by your agency. | 7904 |
| 20 | Total number of HMV citations written by your agency. | 9490 |
| 21 | Total number of child safety/booster seat citations written by your agency. | 38 |
| 22 | Total number of safety belt citations written by your agency. | 713 |
| 23 | Total number of warnings issued. | 1069 |

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. | 6845 |
| 25 | Total number of traffic crashes resulting in a fatality. | 54 |
| 26 | Total number of traffic crashes resulting in a serious injury. | 224 |
| 27 | Total number of speed-related traffic crashes. | 1024 |
| 28 | Total number of speed-related traffic crashes resulting in a fatality. | 28 |
| 29 | Total number of speed-related traffic crashes resulting in a serious injury. | 84 |
| 30 | Total number of alcohol-related traffic crashes. | 338 |
| 31 | Total number of alcohol-related traffic crashes resulting in a fatality. | 9 |
| 32 | Total number of alcohol-related traffic crashes resulting in a serious injury. | 38 |
| 33 | Total number of unbuckled fatalities. | 19 |
| 34 | Total number of unbuckled serious injuries. | 47 |

Enter your agency's information below.

| | | |
|---|---|---|
| 35 | Total number of commissioned law enforcement officers. | 188 |
| 36 | Total number of commissioned patrol and traffic officers. | 112 |
| 37 | Total number of commissioned law enforcement officers available for overtime enforcement. | 208 |

38 Total number of vehicles available for enforcement. 50

39 Total number of radars/lasers. 46

40 Total number of in-car video cameras. 75

41 Total number of PBTs and/or oral fluid testing devices. Please indicate the number of each type of instrument.

16 PBT's
1 SoToxa

42 Total number of Breath Instruments. 5

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, MO-291, MO-78 (23rd St), MO-12 (Truman Rd), US-40, US-24, Noland Rd, Lee's Summit Rd, Sterling Ave.

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 6:00 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

| 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) - Approx 5,517 Hours | 1.00 | $800,000.00 | $800,000.00 | $0.00 | $800,000.00 |
| | Overtime and/or Fringe | Youth Alcohol Enforcement (Including Supervisors, Officers, Minors (CI's), and Administrative Personnel) - Approx 1,896 Hours | 1.00 | $275,000.00 | $275,000.00 | $0.00 | $275,000.00 |
| | Overtime and/or Fringe | Highway Safety Campaigns (Holiday Impaired, Spring Impaired, DSOGPO) - Approx 517 Hours | 1.00 | $75,000.00 | $75,000.00 | $0.00 | $75,000.00 |
| | | | | | **$1,150,000.00** | **$0.00** | **$1,150,000.00** |
| **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** | **$1,156,000.00** | **$0.00** | **$1,156,000.00** |

## ATTACHMENTS

| Document Type | Description | Original File Name | Date Added |
|---|---|---|---|
| EXCEL | Excel | WP Sign Up Form Octob | 01/20/2025 |

# City of Independence

AGENDA ITEM COVER SHEET

**Agenda Title:**

25-052 **1R** An ordinance authorizing acceptance of a grant in the amount of $50,000.00 from the Missouri Department of Transportation for reimbursement of overtime for occupant protection enforcement programs from October 1, 2025, to September 30, 2026; authorizing future change orders, extensions, amendments or addendums for additional funding for the same project and making the necessary appropriations. **1R**

**Recommendations:**

Staff recommends approval.

**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 #26-M2HVE-05-005) of $50,000.00 will fund overtime programs to conduct Occupant Safety Device Enforcement as well as the Highway Safety "Click It or Ticket" national campaign, to target violators who fail to wear seat belts or use child restraint systems. Through enforcement and public awareness, the goal is to significantly reduce the number of safety belt non-use crashes in the city of Independence. This grant award will cover the time period of October 1, 2025, and September 30, 2026

**Emergency Justification:**

**Fiscal Impact:**

The fiscal impact to the City is net-zero. Revenue totaling $50,000.00 will be appropriated to the Grant Fund, account 015-3219-OCCP. Expenditures totaling $50,000 will be appropriated to the Grant Fund, account 0154550-5102-OCCP. No local match is required.

**Council Action:**

---

**Department / Contact** Police Department /

---

**REVIEWERS**

Dennea Leap
Michelle Sumstad

Jason Petersen
Adam Dustman
Melissa Cabrera
Jeremy Cover
Zachary Walker
Susanne Holland

**ATTACHMENTS:**

1. 2025-2026 DRAFT Ord - Acceptance of OCCP Grant Contract.06-03-25
2. 2025-2026 OCCP Contract

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING ACCEPTANCE OF A GRANT IN THE AMOUNT OF $50,000.00 FROM THE MISSOURI DEPARTMENT OF TRANSPORTATION FOR REIMBURSEMENT OF OVERTIME FOR OCCUPANT PROTECTION ENFORCEMENT PROGRAMS FROM OCTOBER 1, 2025, TO SEPTEMBER 30, 2026; 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 Fifty Thousand and NO/100 Dollars ($50,000.00) from October 1, 2025, through September 30, 2026; 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 #26-M2HVE-05-005) from the Missouri Department of Transportation and sign a contract for reimbursement to the City in the amount of Fifty Thousand and NO/100 Dollars ($50,000.00) for overtime programs for the Police Department from October 1, 2025, through September 30, 2026, 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 2025-2026 Fiscal Year Grant Fund Police Department Operating Budget in the amount of Fifty Thousand and NO/100 Dollars ($50,000.00) 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 _____, 2025 , BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

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

ATTEST:

_____
City Clerk

APPROVED - FORM AND LEGALITY:

_____
City Counselor

REVIEWED BY:

_____
City Manager

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 **Revision Reason:** Wording **Version:** 2 06/02/2025

**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:** 26-M2HVE-05-005
**Project Category:** 405b Low HVE
**Program Area:** Occupant Protection
**Funding Source:** 405b / 20.616

**Name of Grantee**
Independence Police Dept.

**Type of Project:** Initial
**Started:** 10/01/2025

**Grantee County**
Jackson

**Federal Funds Benefiting**

| | |
|---|---|
| **State:** | |
| **Local:** | $50,000.00 |
| **Total:** | $50,000.00 |

**Grantee Address**
223 N. Memorial Dr.

Independence, MO 64050-2836

**Source of Funds**

| | |
|---|---|
| **Federal:** | $50,000.00 |
| **State:** | |
| **Local:** | $0.00 |
| **Total:** | $50,000.00 |

| Telephone | Fax |
|---|---|
| 816-325-7300 | 816-325-7316 |

**Contract Period**
**Effective:** 10/01/2025
**Through:** 09/30/2026

**Prepared By**
Wilson, Scott

**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 $50,000.00**; 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. Give preference, as appropriate, to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less.
8. 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 200.321)
9. 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 value of $10,000 or more. The MHTC will notify the subrecipient when an item of original cost of $10,000 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 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 $1,000,000 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 $1,000,000 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;

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.

**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.
6. Chief of Police training course (Chapter 590.033 RSMo) - All police chiefs appointed after August 28, 2023 shall attend a police training course within six months of appointment.

**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:

| Section | Assistance Listing # | Program Title |
|---|---|---|
| 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.

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.

***Waiver of Buy America Requirements for De Minimis Costs and Small Grants**

Effective August 16, 2023, the United States Department of Transportation published a public interest waiver of the Buy America, Build America Act's domestic preference requirements for iron and steel, manufactured products, and construction materials used in projects funded under DOT-administered financial assistance programs for iron, steel, manufactured products, and construction materials under a single financial assistance award for which the total amount of Federal financial assistance applied to the project, through awards or subawards, is below $500,000. Therefore, until this waiver expires or is otherwise terminated, the Buy America Act requirements stipulated above will only apply should this contract total $500,000 or more.

**XXVI. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE**

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, the subrecipient is 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 .

**XXXII. TRAVEL REQUIREMENTS**

Any travel awarded in this agreement must follow these guidelines:

**A.** All costs should fall at or below CONUS rates for the location travelled to.

**B.** Travel should be claimed at the lowest rate cost of travel, regardless of method taken. I.E. if the cost of air travel is cheaper than driving and claiming mileage, but the subrecipient opts to drive, any reimbursement should not exceed the cost of airfare.

**C.** Regardless of travel method, costs for travel shall not exceed basic economy fares. However, additional costs for refundable tickets are allowable, provided any refund issued is returned to the MHTC, if costs have already been reimbursed by the MHTC.

**D.** Any costs for car rentals must be approved by the MHTC prior to travel and are limited to economy class vehicles. Rental/rideshare/taxicab costs for after-hours entertainment are not allowable.

**E.** Maximum costs for travel are detailed in the Budget section of this agreement. Costs cannot be spread among multiple agreements nor submitted in excess of the costs approved.

## CONTRACT REQUIREMENTS

**THE FOLLOWING REQUIREMENTS ONLY APPLY TO CONTRACTS THAT INCLUDE TRAINING**

Subrecipients offering 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 the cost effectiveness of each class, every effort should be made to enroll a minimum of fifteen (15) students per class. Subrecipients must develop training plans, which include minimum enrollment strategies and anticipated costs for the class and share with the MHTC at the beginning of the project period. Should the minimum number of students registered for a class not be met, subrecipients must contact MHTC prior to proceeding with the class to review the training plan and ensure that both parties agree that adequate measures have been taken. Repeated classes with poor attendance may result in the suspension of the training award.

**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.** Only law enforcement work performed by a duly licensed, Peace Officer Standards and Training (POST) certified law enforcement officer will be reimbursed.

**5.** The Subrecipient will not be eligible for reimbursement for any individual law enforcement officer working overtime 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 overtime 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 should also participate in local traffic safety task forces and engage in local community collaboration in traffic safety planning initiatives.

**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.

Officer overtime or any other costs reimbursed by this MHTC agreement must not also be requested for court-ordered recoupment on alcohol or drug-related driving cases.

Exceptions to awarded 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. **SOBRIETY CHECKPOINTS**

   Unless otherwise prohibited by state statute or appropriation,

   **a)** 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.

   **b)** 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.

   **c)** Enforcement statistics and the agency's sobriety checkpoint operations plan must be submitted with reimbursement vouchers.

**F. PARTICIPATION IN NATIONAL AND STATE MOBILIZATIONS**

Law enforcement agencies must participate in National and State Mobilizations including, but not limited to:

- Click It or Ticket
- Drive Sober or Get Pulled Over
- Holiday Impaired Driving Campaign

Manpower authorized in law enforcement projects should include time dedicated to these mobilizations as appropriate (i.e. an Impaired Driving or HMV project can be utilized to participate in the Drive Sober or Get Pulled Over campaign, HMV or Occupant Protection projects can be utilized to participate in Click It or Ticket).

Mobilization reporting efforts shall be completed using the online mobilization reporting form located at: https://mobilization.rejis.org.

**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))

Per the FY24-26 Triennial Highway Safety Plan, 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 2021-2023, the City of Independence experienced 6,845 crashes, of which two hundred twenty-four (224) were disabling injury crashes and fifty-four (54) were fatality crashes. It was determined that seat belts or appropriate safety seats were not used in four hundred seventy-nine (479) of those crashes. Among these crashes, nineteen (19) resulted in fatalities. Forty-seven (47) crashes resulted in disabling injuries.

The following shows where the City of Independence ranks compared to other cities in Missouri for unbuckled fatalities and serious injury crashes:

Unbuckled Crashes - 4th in the state (479)

Unbuckled Fatal Crashes - 4th in the state (19)

Unbuckled Disabling Injury Crashes - 4th in the state (47)

The top four "High-Crash" locations in Independence are as follows:

1. MO-291 Hwy & Gudgell St
2. MO-291 Hwy & Frontage Rd
3. MO-291 Hwy & Salisbury Rd
4. US-40 Hwy & Sterling Ave

## GOALS/OBJECTIVES

As outlined in the FY24-26 Triennial Highway Safety Plan, 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 campaigns (if applicable);
- Develop and implement an enforcement plan that will focus on non-use of occupant protection devices as required by state statute or local ordinances.

Through enforcement and public awareness, we would like to significantly reduce the number of safety belt non-use crashes in the City of Independence.

## PROJECT DESCRIPTION

The City of Independence has an established "Primary" seat belt ordinance. Officers will work alone or 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 a "zero-tolerance" for seat belt violations and child restraint violations. We will also participate in the "Click it or Ticket" (CIOT) national enforcement mobilization.

Officers will work an allotment of hours between 5:00 AM and 11:00 PM. Officers will use a monthly sign-up sheet who wish to participate in this enforcement effort.

## SUPPLEMENTAL INFORMATION

| | Question | Answer |
|---|---|---|
| | You must answer the following questions. | |
| 1 | Does your agency have and enforce a safety belt policy for all employees/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 | Does your agency have adequate manpower to fully perform the activities, expend the funds requested, and to submit vouchers on a monthly and/or quarterly basis in this application? | Yes |
| 8 | If NO, please explain. | |
| 9 | Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes? | No |
| 10 | If YES, please explain. | |
| 11 | Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years? | No |
| 12 | If YES, please explain. | |
| 13 | 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 |
| 14 | If your agency received Highway Safety grant funding in the last three (3) fiscal years and there were unexpended balances, please explain why. | |

In December of 2023, the City of Independence switched payroll systems which changed and delayed tracking of monthly spending. Grant activities were stopped to covered unexpected balances which helped but also located over-spending. Officers also received nearly 20% raises across the department which affected projected spending habits.

| | | |
|---|---|---|
| 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. | 457 |
| 19 | Total number of speeding citations written by your agency. | 7904 |
| 20 | Total number of HMV citations written by your agency. | 9490 |
| 21 | Total number of child safety/booster seat citations written by your agency. | 38 |
| 22 | Total number of safety belt citations written by your agency. | 713 |
| 23 | Total number of warnings issued. | 1069 |

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. | 2277 |
| 25 | Total number of traffic crashes resulting in a fatality. | 18 |
| 26 | Total number of traffic crashes resulting in a serious injury. | 21 |
| 27 | Total number of speed-related traffic crashes. | 149 |
| 28 | Total number of speed-related traffic crashes resulting in a fatality. | 7 |
| 29 | Total number of speed-related traffic crashes resulting in a serious injury. | 142 |
| 30 | Total number of alcohol-related traffic crashes. | 107 |
| 31 | Total number of alcohol-related traffic crashes resulting in a fatality. | 3 |
| 32 | Total number of alcohol-related traffic crashes resulting in a serious injury. | 26 |
| 33 | Total number of unbuckled fatalities. | 4 |
| 34 | Total number of unbuckled serious injuries. | 67 |

Enter your agency's information below.

| | | |
|---|---|---|
| 35 | Total number of commissioned law enforcement officers. | 188 |
| 36 | Total number of commissioned patrol and traffic officers. | 112 |
| 37 | Total number of commissioned law enforcement officers available for overtime enforcement. | 208 |

38 Total number of vehicles available for enforcement. 50

39 Total number of radars/lasers. 46

40 Total number of in-car video cameras. 75

41 Total number of PBTs and/or oral fluid testing devices. Please indicate the number of each type of instrument.

16 PBT's
1 SoToxa

42 Total number of Breath Instruments. 5

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-24, US-40, MO-12, MO-78, MO-291, Sterling Ave, Noland Rd, Lees Summit Rd, 39th St.

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.

5:00 AM to 11:00 PM with an emphasis on daylight hours to focus on visible safety belt violations.

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 impact of this project. We will also monitor violations per month on an annual basis to look for trends or patterns.

## 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, Supervisors, and Administrative Personnel) - Approx 275 Hours | 1.00 | $40,000.00 | $40,000.00 | $0.00 | $40,000.00 |
| | Overtime and/or Fringe | Highway Safety CIOT Campaign - (Officers, Supervisors, Administrative Personnel) - Approx 66 Hours | 1.00 | $10,000.00 | $10,000.00 | $0.00 | $10,000.00 |
| | | | | | **$50,000.00** | **$0.00** | **$50,000.00** |
| | | | | **Total Contract** | **$50,000.00** | **$0.00** | **$50,000.00** |

## ATTACHMENTS

| Document Type | Description | Original File Name | Date Added |
|---|---|---|---|

# City of Independence

AGENDA ITEM COVER SHEET

**Agenda Title:**

25-053 **1R** An ordinance approving a Final Plat for Tybrook Estates -2nd Plat located west of Powell Road north of Truman Road in Independence, Jackson County, Missouri. **1R**

**Recommendations:**

Commissioner Nesbitt made a motion to recommend approval of the final plat of Tybrook Estates-2nd Plat with the following conditions:

1. Label the plat, "Final Plat."
2. Remove Tract "H" from the title.
3. Address the lots and tracts as indicated in the staff report.
4. The rear general utility easements for the single-family lots shall be 7½ feet wide.
5. Show the 20-foot-wide water easement along the west side of S. Powell Road.
6. Label the sidewalks 5 feet wide on the plat.

A second to the motion was made by Commissioner Ferguson. The City Planning Commission voted as follows:
Commissioner Wiley - Yes
Commissioner Ferguson – Yes
Commissioner Young – Yes
Commissioner Nesbitt – Yes
Commissioner O'Neil – Yes
Commissioner Ashbaugh – Yes
Commissioner Torres - Yes

The motion passed with a recommendation for approval to be forwarded to the City Council for consideration. Staff concurs with the recommendation of the Planning Commission.

**Background:**

**PROJECT DESCRIPTION:**

A request by Jim Pollard, Pollard Development, Inc., to approve a Final Plat for the property located at 600 and 840 S. Powell Road.

**Background and Proposal:**

Tybrook Estates is located north of the Independence School District bus facility on S. Powell Road. The first phase, located at the south end of the property, consisted of 10 single-family homes and 14 PUD duplex sites. This phase of Tybrook Estates, 2nd Plat, consists of 36 lots and 3 tracts. The applicant envisioned a total of four phases. Tybrook Estates, when fully developed, will have 20 duplex lots and 81 single-family lots in four phases.
Details concerning landscaping, screening and building aesthetics were specifically dealt with in

the Final Development Plan for the PUD section and the Covenants (CC&Rs).

**Physical Characteristics of Property:**
Until recently, the generally flat property was the site of two cultivated fields split by a row of trees along a fence line extending westward from Powell Road. The western side of the Preliminary Plat area, but not part of this Final Plat, is in a federally defined floodplain and the city's defined stream side buffer setbacks.

**Characteristics of the Areas:**
The large rural area has been slowly evolving into areas of large lot rural residences to the north and industrial uses to the south and east. The lowland crop and woodland area to the northwest remains undisturbed.

**ANALYSIS**
**Historic and Archeological Sites:**
There are no apparent historic or archeological issues with this property.

**Public Utilities:**
All utilities are available adjacent to the property.

**Floodplain/Stream Buffer:**
On the Preliminary Plat, the applicant identified the portion of the development west of this proposed plat as being within the Stream Buffer Ordinance area of a 1st Order Stream and a federally defined flood. This phase lies outside both.

**Storm Water:**
On-site detention for both the first and second phases of the development will be located on Tract A. Tract K will also be the site of a detention area for the second plat. Their maintenance will be the responsibility of the homeowner's association.

**Public Improvements and Access:**
Direct access to Powell Road will be via 7$^{th}$ Street. Half-street improvements, including a sidewalk, are needed for the development along a minor arterial.

**Fire Protection:**
Two temporary 96-foot-diameter cul-de-sacs are needed at the west end of 7$^{th}$ Street and 6$^{th}$ Terrace on the west side of the plat.

**Landscaping and Buffering:**
According to Section 14-503-13 of the Unified Development Ordinance (UDO), all subdivided land, included in all residential districts, that abuts a minor arterial, or an arterial street, either at right angles or parallel to the collector, minor arterial, must provide a 15-foot buffer area from the edge of the right-of-way line towards the interior of the property to be screened by either a six-foot fence or wall with a low impact landscape screen located between the wall/fence and the street right-of-way line, or a berm at least three feet in height with a medium impact landscape screen planted on the street side of the berm (no fence/wall

required).

**Addressing:**
The lots and tracts will be addressed as follows. Lots 15 through 7 are addressed 21001, 21005, 21009, 21101, 21105, 21109, 21113, 21117 and 21121 E. 7th Street S.; Lot 23, Lot 74 and Lot 6 (on their south) are addressed as 21100, 21110 and 21120 E. 7th Street S.; Lots 59, 69 and 78 (on their north side) are addressed as 21005, 21101 and 21111 E. 6th Terrace S.; Lots 39 through 34 are addressed as 21012, 21100, 21104, 21108, 2112 and 21116 E. 6th Terrace S.; Lots 59 through 62 are addressed as 650, 660, 670 and 680 S. Ranson Place; Lots 69 through 73 are addressed as 655, 665, 675, 685 and 695 S. Ranson Place; Lots 78 through 74 are addressed as 650, 660, 670, 680 and 690 S. Tybrook Avenue; and lastly Lot 33 and Lots 1 through 6 are addressed as 635, 645, 655, 675, 685 and 695 S. Tybrook Avenue.

**CIP Investments:**
The city does not have any capital improvement projects planned near this area.

**Covenants (CC&R's):**
A copy of the CC&Rs was recorded with the first final plat.

Draft Planning Commission minutes are attached to this Council agenda item.

**Emergency Justification:**

**Fiscal Impact:**

**Council Action:**

---

**Department / Contact** Community Development /

---

**REVIEWERS**
Tom Scannell
Jeremy Cover
Zachary Walker
Susanne Holland

**ATTACHMENTS:**
1. Draft Ordinance 25-320-02 - PDF

2. Final Plat Staff Report- 25-320-02
3. 2nd Plat-Narrative
4. Application
5. Tybrook Newest Revision Preliminary Plat 23-029
6. Tybrook Second Plat Page 1 23-029
7. Planning Commission Meeting Minutes 06-10-25

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A FINAL PLAT FOR TYBROOK ESTATES - 2ND PLAT LOCATED WEST OF POWELL ROAD NORTH OF TRUMAN ROAD IN INDEPENDENCE, JACKSON COUNTY, MISSOURI.

WHEREAS, the application submitted by Pollard Development, LLC, requesting approval of the final plat entitled "Tybrook Estates-2nd Plat," was referred to the Planning Commission as required by the Unified Development Ordinance; and,

WHEREAS, the Planning Commission considered the final plat on June 10, 2025, and rendered a report to the City Council recommending the plat be approved by a vote of 7-0; and,

WHEREAS, in accordance with the Unified Development Ordinance, it was determined that the final plat is consistent with the approval criteria in Section 14-702-04.

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

SECTION 1. That the final plat entitled "Tybrook Estates-2nd Plat" is a subdivision located in:

ALL THAT PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 49 NORTH, RANGE 31 WEST, NOW IN THE CITY OF INDEPENDENCE, JACKSON COUNTY, MISSOURI MORE PARTICULARLY DESCRIBED BY R. KEVIN STERRETT, MO. PLS #2469 OF HG CONSULT, INC., AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 4; THENCE SOUTH 02 DEGREES 08 MINUTES 35 SECONDS WEST, ALONG THE EAST LINE OF SAID SECTION 4, A DISTANCE OF 678.23 FEET; THENCE NORTH 87 DEGREES 27 MINUTES 34 SECONDS WEST, A DISTANCE OF 515.34 FEET; THENCE NORTH 80 DEGREES 45 MINUTES 24 SECONDS WEST, A DISTANCE OF 90.62 FEET; THENCE NORTH 55 DEGREES 05 MINUTES 17 SECONDS WEST, A DISTANCE OF 161.84 FEET; THENCE NORTH 34 DEGREES 54 MINUTES 43 SECONDS EAST, A DISTANCE OF 94.91 FEET; THENCE NORTH 48 DEGREES 14 MINUTES 37 SECONDS WEST, A DISTANCE OF 8.01 FEET; THENCE NORTH 41 DEGREES 45 MINUTES 23 SECONDS EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 48 DEGREES 14 MINUTES 37 SECONDS EAST, A DISTANCE OF 11.60 FEET; THENCE NORTH 02 DEGREES 08 MINUTES 45 SECONDS EAST, A DISTANCE OF 309.16 FEET; THENCE SOUTH 87 DEGREES 51 MINUTES 15 SECONDS EAST, A DISTANCE OF 75.00 FEET; THENCE NORTH 02 DEGREES 08 MINUTES 45 SECONDS EAST, A DISTANCE OF 02 DEGREES 08 MINUTES 45 SECONDS EAST, A DISTANCE OF 150.22 FEET, TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 4; THENCE SOUTH 87 DEGREES 54 MINUTES 09 SECONDS EAST, ALONG SAID NORTH LINE, A DISTANCE OF 580.29

FEET, TO THE POINT OF BEGINNING. CONTAINING 438,038 SQUARE FEET OR 10.056 ACRES, MORE OR LESS.

SECTION 2. All of the conditions of approval have been resolved by the applicant except for the conditions listed below:

1. Label the plat, "Final Plat."
2. Remove Tract "H" from the title.
3. The address the lots and tracts as indicated in the staff report. The lots and tracts will be addressed as follows. Lots 15 through 7 are addressed 21001, 21005, 21009, 21101, 21105, 21109, 21113, 21117 and 21121 E. 7th Street S.; Lot 23, Lot 74 and Lot 6 (on their south) are addressed as 21100, 21110 and 21120 E. 7th Street S.; Lots 59, 69 and 78 (on their north side) are addressed as 21005, 21101 and 21111 E. 6th Terrace S.; Lots 39 through 34 are addressed as 21012, 21100, 21104, 21108, 2112 and 21116 E. 6th Terrace S.; Lots 59 through 62 are addressed as 650, 660, 670 and 680 S. Ranson Place; Lots 69 through 73 are addressed as 655, 665, 675, 685 and 695 S. Ranson Place; Lots 78 through 74 are addressed as 650, 660, 670, 680 and 690 S. Tybrook Avenue; and lastly Lot 33 and Lots 1 through 6 are addressed as 635, 645, 655, 675, 685 and 695 S. Tybrook Avenue.
4. The rear general utility easements for the single-family lots shall be 7½ feet wide.
5. Show the Water Department's 20-foot-wide easement along the west side of S. Powell Road.
6. Label the sidewalks 5 feet wide on plat.

SECTION 3. Nonseverability. All provisions of this ordinance are so essentially, and inseparable connected with, and so dependent upon, each other that no such provision would be enacted without all others. If a court of competent jurisdiction enters a final judgement on the merits that is not subject to appeal and that declares any provision or part of this ordinance void, unconstitutional, or unenforceable, then this ordinance, in its collective entirety, is invalid and shall have no legal effect as of the date of such judgement.

SECTION 4. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this ordinance, as determined by the City Clerk and City Counselor, may be corrected with the endorsement of the City Manager without the need to come before City Council.

SECTION 5. That failure to comply with all the provisions contained in this ordinance shall constitute violations of both this ordinance and Chapter 14, the Unified Development Ordinance, of the Code of the City of Independence, Missouri.

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

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

ATTEST:

_____
City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
City Counselor

REVIEWED BY:

_____
City Manager

INDEPENDENCE
COMMUNITY DEVELOPMENT

# Planning Commission
## Staff Report

**MEETING DATE:** June 10, 2025 **STAFF:** Brian Harker, Planner

**PROJECT NAME:** Tybrook Estates, 2nd Plat

**CASE NUMBER/REQUEST:** **Case 25-320-02 – Final Plat – Tybrook 2nd Plat –** A request by Jim Pollard for approval of a Final Plat located west of Powell Road north of Truman Road.

**APPLICANT/OWNER:** Jim Pollard of Pollard, Orf and Associates

**PROPERTY LOCATION:** 600 and 840 S. Powell Road

**SURROUNDING ZONING/LAND USE:**

**North:** R-A (Residential Agriculture)…rural residential property
**South:** R-6 (Single-Family Residential)…Tybrook Estates, 1st Plat
**East:** I-1 (Industrial)…industrial/warehouse buildings
**West:** I-1 (Industrial)…industrial/warehouse buildings

**FURTHER ACTION:**
Following action by the Planning Commission, this final plat request is scheduled for resolution consideration by the City Council on July 21, 2025.

## RECOMMENDATION

Staff recommends **APPROVAL** of this Final Plat with the following conditions.

1. Label the plat, "Final Plat."
2. Remove Tract "H" from the title.
3. The address the lots and tracts as indicated in the staff report.
4. The rear general utility easements for the single-family lots shall be 7½ feet wide.
5. Show the Water Department's 20-foot-wide easement along the west side of S. Powell Road.
6. Label the sidewalks 5 feet wide on plat.

## PROJECT DESCRIPTION & BACKGROUND INFORMATION

**PROJECT DESCRIPTION:** Pollard, Orf and Associates requests Final Plat approval of Tybrook Estates PUD, 2nd Plat at 600 and 840 S. Powell Road.

**Current Zoning:** R-6 (Single-Family Residential)

**Current Use:** Undeveloped tract

**Proposed Use:** 10.056 acres +/-

**Background and Proposal:**
Tybrook Estates is located north of the Independence School District bus facility on Powell Road. The first phase, located to at the south end of the property, consisted of 10 single-family home and 14 PUD duplex sites. This phase for Tybrook Estates, 2nd Plat, consists of 36 lots and 3 tracts.

The applicant envisioned a total of four phases. Tybrook Estates, when fully developed, will have 20 duplex lots and 81 single family lots in 4 phases.

Details concerning landscaping, screening and building aesthetics were specifically dealt with in the Final Development Plan for the PUD section and the CC&R's.

**Physical Characteristics of Property:**
Until recently, the generally flat property was the site of two cultivated fields split by a row of trees along a fence line extending westward from Powell Road. The western side of the Preliminary Plat area, but not part of this Final Plat, is in a federally defined floodplain and city's defined stream side buffer setbacks.

**Characteristics of the Areas:**
The largely rural area has been slowly evolving into areas of large lot rural residences to the north and industrial uses to the south and east. The lowland crop and woodland to the northwest continues to remain undisturbed.

## ANALYSIS

**Historic and Archeological Sites:**
There are no apparent historic or archeological issues with this property.

**Public Utilities:**
All utilities are available adjacent to the property.

**Floodplain/Stream Buffer:**
On the Preliminary Plat, the applicant identified the portion of the development west of this proposed plat as being within the Stream Buffer Ordinance area of a 1st Order Stream and a federally defined flood. This phase lays outside both.

**Storm Water:**
On site detention, for both the first and second phases of the development, will be located on Tract A. Tract K will also be the site of a detention area for the second plat. Their maintenance will be the responsibility of the homeowner's association.

**Public Improvements and Access:**
Direct access to Powell Road will be via 7$^{th}$ Street. Half-street improvements, including a sidewalk, is needed for the development along a minor arterial.

**Fire Protection:**
Two temporary 96-foot diameter cul-de-sacs are needed at the west end of E. 7$^{th}$ Street S. and E. 6$^{th}$ Terrace S. on the west side of the plat.

**Landscaping and Buffering:**
According to Section 14-503-13 of the Unified Development Ordinance (UDO), all subdivided land, included in all residential districts, that abuts a minor arterial, or arterial street, either at right angles or parallel to the collector, minor arterial, must provide a 15-foot buffer area from the edge of the right-of-way line towards the interior of the property to be screened by either a six foot fence or wall with a low impact landscape screen located between the wall/fence

and the street right-of-way line, or a berm at least three feet in height with a medium impact landscape screen planted on the street side of the berm (no fence/wall required).

**Addressing:**
The lots and tracts will be addressed as follows. Lots 15 through 7 are addressed 21001, 21005, 21009, 21101, 21105, 21109, 21113, 21117 and 21121 E. 7th Street S.; Lot 23, Lot 74 and Lot 6 (on their south) are addressed as 21100, 21110 and 21120 E. 7th Street S.; Lots 59, 69 and 78 (on their north side) are addressed as 21005, 21101 and 21111 E. 6th Terrace S.; Lots 39 through 34 are addressed as 21012, 21100, 21104, 21108, 2112 and 21116 E. 6th Terrace S.; Lots 59 through 62 are addressed as 650, 660, 670 and 680 S. Ranson Place; Lots 69 through 73 are addressed as 655, 665, 675, 685 and 695 S. Ranson Place; Lots 78 through 74 are addressed as 650, 660, 670, 680 and 690 S. Tybrook Avenue; and lastly Lot 33 and Lots 1 through 6 are addressed as 635, 645, 655, 675, 685 and 695 S. Tybrook Avenue.

**CIP Investments:**
The city does not have any capital improvements projects planned near this area.

**Covenants (CC&R's):**
A copy of the CC&R's were recorded with the first final plat.

**EXHIBITS**

1. Narrative
2. Application
3. Preliminary Plat
4. Final Plat

1411 NE Todd George Road | Lee's Summit, MO 64086 | 816.703-7098 | www.HgCons.com

April 7,2025

Tybrook Estates, Phase 1B- Final Plat

Project Narrative

Tybrook Estates, Phase 1B is the second phase of the Tybrook Estates development on Powell Road, north of Truman Road. Tybrook Estates, when fully developed will have 20 duplex lots and 84 single family lots in 4 phases.

This phase consists of 36 lots, all designated and zoned for single family residential homes.

Currently, the utility infrastructure for the second phase is nearing completion with curbing, sidewalk and paving slated to be complete around the first of June, 2025.

INDEPENDENCE
· MISSOURI ·

# Planning and Zoning
Application Form

Community Development
111 E. Maple Avenue
Independence, MO 64050
(816) 325-7421
cdplanning@indepmo.org

## Application Type (check all that apply)

| Land Use | Land Subdivision | Site Development | Use Permit | Other |
|---|---|---|---|---|
| ☐ Rezoning<br>☐ PUD Rezoning | ☐ Preliminary Plat<br>☒ Final Plat<br>☐ Minor Subdivision | ☐ Final Site Plan<br>☐ Preliminary Dev Plan<br>☐ Final Dev Plan (PUD) | ☐ Special Use<br>☐ Homebased Business<br>☐ Short-Term Rental | ☐ Admin. Adjustment<br>☐ Variance<br>☐ Street Name Change<br>☐ Special Sign Permit |

## Project Information and Location

Tybrook Estates, 2nd Plat
Project Name

West Side of Powell Road, 1/2 mile north of Truman Road
Project Address/Location

| N/A | 10.05 (Lots & Tracts) | 36/4 | No |
|---|---|---|---|
| Sq. Ft. of Building | Acreage | Number of Lots/Tracts | Steam Buffer (Yes or No) |
| R-12 | N/A | Vacant | SF Residential |
| Existing Zoning | Proposed Zoning | Existing Land Use | Proposed Land Use |

## Basic Application Requirements (See the Planning & Zoning Application Guide for additional requirements)

| | |
|---|---|
| ☒ Completed & Signed Application Form | ☐ One 24" x 36" set of plans for Land Sub. & Site Dev. |
| ☒ Application Fee | ☒ One PDF copy of a plat map or site plan (By E-mail) |
| ☒ Cover Letter Describing Details of Project | ☒ Legal Description of the property in question |

## Contact Information

***Applicant***

Jim Pollard — Pollard, Orf & Associates,L
Name — Company

3030 S. Crenshaw Road, Independence, MO 64057
Address

816-686-8800 — jim10dreams68@gmail.com
Phone — Email

***Owner***

Same As Applicant
Name — Company

Address

Phone — Email

***Architect/Engineer/Surveyor/Other:***

Kevin Sterrett, PE,PLS — Hg Consult, Inc.
Name — Company

1533 Locust Street, Kansas City, MO 64108
Address

816-703-7098 — ksterrett@hgcons.com
Phone — Email

***Architect/Engineer/Surveyor/Other:***

Name — Company

Address

Phone — Email

The applicant hereby agrees that the information provided above is accurate.

Jim Pollard — 4/14/25
Applicant's Signature — Date

Owner's Signature — Date

May 2022

# REVISED PRELIMINARY PLAT
# TYBROOK ESTATES
## LOTS 1 thru 22 and 33 thru 81, TRACTS I thru M, **TRACT C**
## Section 4, Township 49, Range 31
## INDEPENDENCE, JACKSON COUNTY, MISSOURI

INDEX


1. TITLE SHEET
2. PRELIMINARY PLAT
3. EXISTING CONDITIONS

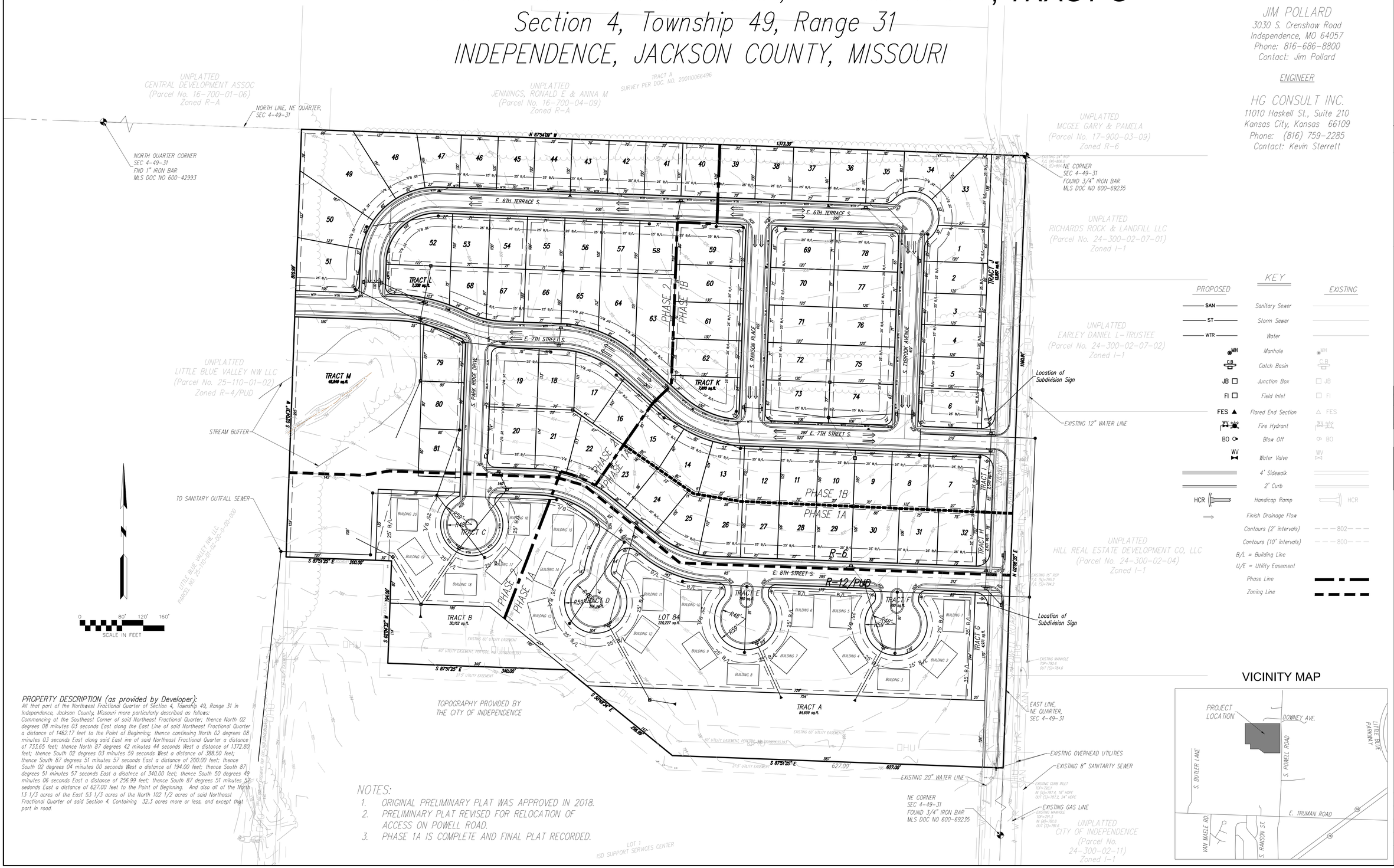


DEVELOPER

JIM POLLARD
3030 S. Crenshaw Road
Independence, MO 64057
Phone: 816-686-8800
Contact: Jim Pollard

ENGINEER

HG CONSULT INC.
11010 Haskell St., Suite 210
Kansas City, Kansas 66109
Phone: (816) 759-2285
Contact: Kevin Sterrett


**PROPERTY DESCRIPTION (as provided by Developer):**
All that part of the Northwest Fractional Quarter of Section 4, Township 49, Range 31 in Independence, Jackson County, Missouri more particularly described as follows:
Commencing at the Southeast Corner of said Northeast Fractional Quarter; thence North 02 degrees 08 minutes 03 seconds East along the East Line of said Northeast Fractional Quarter a distance of 1462.17 feet to the Point of Beginning; thence continuing North 02 degrees 08 minutes 03 seconds East along said East ine of said Northeast Fractional Quarter a distance of 733.65 feet; thence North 87 degrees 42 minutes 44 seconds West a distance of 1,372.80 feet; thence South 02 degrees 03 minutes 59 seconds West a distance of 388.50 feet; thence South 87 degrees 51 minutes 57 seconds East a distance of 200.00 feet; thence South 02 degrees 04 minutes 00 seconds West a distance of 194.00 feet; thence South 87 degrees 51 minutes 57 seconds East a disatnce of 340.00 feet; thence South 50 degrees 49 minutes 06 seconds East a distance of 256.99 feet; thence South 87 degrees 51 minutes 57 sedonds East a distance of 627.00 feet to the Point of Beginning. And also all of the North 13 1/3 acres of the East 53 1/3 acres of the North 102 1/2 acres of said Northeast Fractional Quarter of said Section 4. Containing 32.3 acres more or less, and except that part in road.

NOTES:
1. ORIGINAL PRELIMINARY PLAT WAS APPROVED IN 2018.
2. PRELIMINARY PLAT REVISED FOR RELOCATION OF ACCESS ON POWELL ROAD.
3. PHASE 1A IS COMPLETE AND FINAL PLAT RECORDED.

| DATE | REVISION | NO. | BY | CK/APP |
|---|---|---|---|---|
| | | | | |

IF THIS IS NOT A BLUE INK SEAL AND THE SIGNATURE IN BLUE INK, THE PLAN IS A COPY AND MAY CONTAIN UNAUTHORIZED ALTERATIONS. THE CERTIFICATION CONTAINED ON THIS DOCUMENT SHALL NOT APPLY TO ANY COPIES.

HG Consult Inc engineers planners
CORPORATE LICENSE No. E2010005873

PRELIMINARY PLAT
TYBROOK ESTATES
INDEPENDENCE - JACKSON COUNTY - MISSOURI

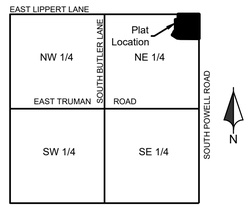
X-REF NO. XXXXX
DRAWING NO. 17014 PP
DATE June 16, 2017
JOB NO. 17014
SHEET 1 OF 2

# TYBROOK ESTATES SECOND PLAT

## LOTS 1 THRU 15, 33 THRU 39, 59 THRU 62, 69 THRU 78, TRACTS H, I, J AND K

### A PART OF THE NE 1/4 NW 1/4 OF SECTION 4, T49N, R31W

### IN THE CITY OF INDEPENDENCE, JACKSON COUNTY, MISSOURI




LOCATION MAP
SECTION4-T49N-R31W
Scale 1" = 2000'

## NOTES:

1. ⚠ DENOTES FOUND MONUMENTATION AS NOTED.
2. ▲ DENOTES 1/2" IRON BAR WITH PLASTIC CAP LS-2469 SET THIS PLAT.
3. ALL MONUMENTATION TO BE SET WITHIN 3 MONTHS OF THE RECORDING OF THIS PLAT. 1/2" BAR WITH CAP AT REAR LOT CORNERS AND NOTCHES AT THE CURB AT LOT LINE PROJECTION.
4. THIS SURVEY MEETS OR EXCEEDS THE ACCURACY STANDARDS OF AN "URBAN PROPERTY" SURVEY.
5. THE PARENT TRACT FOR THIS SURVEY RECORDED AS DOCUMENT NO. 200510068734.
6. ACCORDING TO F.E.MA. FLOOD INSURANCE RATE MAP NUMBER 29095C0302G, REVISED JANUARY 20, 2017, THIS TRACT GRAPHICALLY LIES IN OTHER AREAS, ZONE X, DEFINED AS AREAS DETERMINED TO BE OUTSIDE OF 0.2% ANNUAL CHANCE FLOODPLAIN.
7. THERE ARE NO OIL OR GAS WELLS ON THE SUBJECT PROPERTY AS OF NOVEMBER 14, 2024 AS SHOWN BY THE MISSOURI GEOLOGICAL SURVEY GEOSTRAT (GEOSCIENCES TECHNICAL RESOURCE ASSESSMENT TOOL).
8. SIDEWALK SHOWN IS TO BE CONSTRUCTED WITH THIS PLAT.

## SURVEYORS' CERTIFICATION:

*I HEREBY CERTIFY THAT THE WITHIN PLAT OF TYBROOK ESTATES SECOND PLAT*, LOTS 1 THRU 15, 33 THRU 39, 59 THRU 62, 69 THRU 78 , TRACTS H, I, J AND K *IS BASED ON AN ACTUAL SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT SAID SURVEY MEETS OR EXCEEDS THE CURRENT MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS AS ADOPTED BY THE MISSOURI BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS, AND LAND SURVEYORS AND THE MISSOURI DEPARTMENT OF NATURAL RESOURCES. I FURTHER CERTIFY THAT THE SECTION AND SECTIONAL SUBDIVISION CORNER MONUMENTS AND SURVEY BOUNDARY CORNER MONUMENTS WERE EITHER FOUND OR SET AS INDICATED ON THIS PLAT, THAT I HAVE COMPLIED WITH ALL STATE AND CITY OF LEE'S SUMMIT STATUTES, ORDINANCES AND REGULATIONS GOVERNING THE PRACTICE OF SURVEYING AND PLATTING OF SUBDIVISIONS TO THE BEST OF MY KNOWLEDGE AND BELIEF.*

R. KEVIN STERRETT, MO LS-2469 DATE

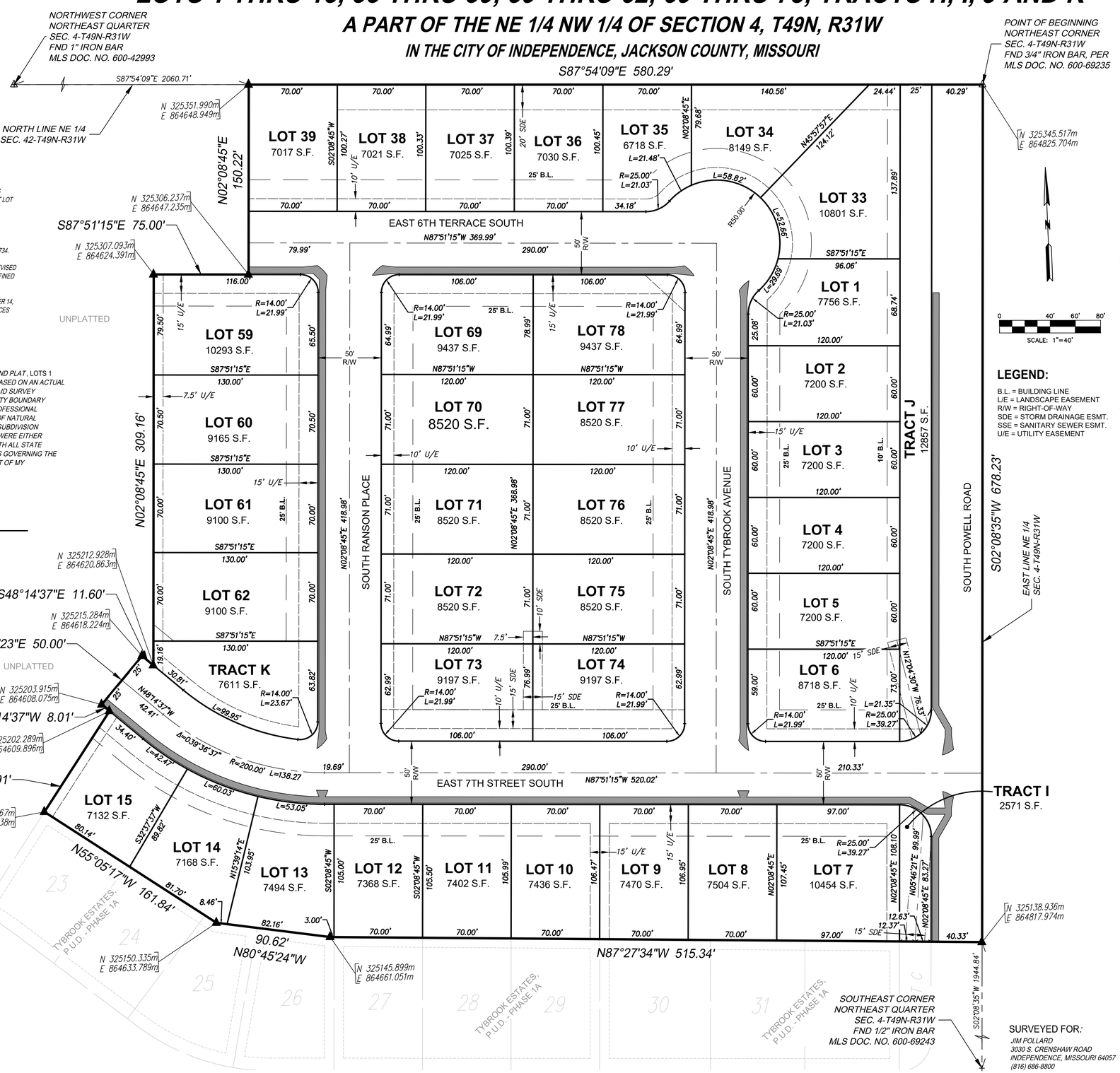
## MISSOURI STATE PLANE COORDINATES:

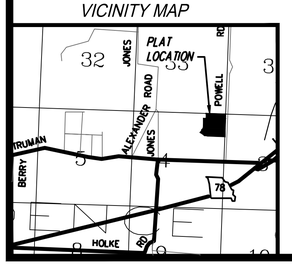
*MISSOURI STATE PLANE COORDINATES, WERE OBTAINED USING KC METRO CONTROL MONUMENT, JA-63 MONUMENT*
*COORDINATES = N 324,539.645 M*
*E 865,399.071 M*

*GRID FACTOR 0.9999132*

## KEY:

*m = MEASURED*
*p = PLATTED*
*I.T.B = INITIAL TANGENT BEARING*
⚠ *INDICATES MONUMENT FOUND*
▲ *INDICATES SET 1/2" IRON BAR W/CAP*




## PROPERTY DESCRIPTION:

*ALL THAT PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 49 NORTH, RANGE 31 WEST, NOW IN THE CITY OF INDEPENDENCE, JACKSON COUNTY, MISSOURI MORE PARTICULARLY DESCRIBED BY R. KEVIN STERRETT, MO. PLS #2469 OF HG CONSULT, INC., AS FOLLOWS:*

*BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 4; THENCE SOUTH 02 DEGREES 08 MINUTES 35 SECONDS WEST, ALONG THE EAST LINE OF SAID SECTION 4, A DISTANCE OF 678.23 FEET; THENCE NORTH 87 DEGREES 27 MINUTES 34 SECONDS WEST, A DISTANCE OF 515.34 FEET; THENCE NORTH 80 DEGREES 45 MINUTES 24 SECONDS WEST, A DISTANCE OF 90.62 FEET; THENCE NORTH 55 DEGREES 05 MINUTES 17 SECONDS WEST, A DISTANCE OF 161.84 FEET; THENCE NORTH 34 DEGREES 54 MINUTES 43 SECONDS EAST, A DISTANCE OF 94.91 FEET; THENCE NORTH 48 DEGREES 14 MINUTES 37 SECONDS WEST, A DISTANCE OF 8.01 FEET; THENCE NORTH 41 DEGREES 45 MINUTES 23 SECONDS EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 48 DEGREES 14 MINUTES 37 SECONDS EAST, A DISTANCE OF 11.60 FEET; THENCE NORTH 02 DEGREES 08 MINUTES 45 SECONDS EAST, A DISTANCE OF 309.16 FEET; THENCE SOUTH 87 DEGREES 51 MINUTES 15 SECONDS EAST, A DISTANCE OF 75.00 FEET; THENCE NORTH 02 DEGREES 08 MINUTES 45 SECONDS EAST, A DISTANCE OF 02 DEGREES 08 MINUTES 45 SECONDS EAST, A DISTANCE OF 150.22 FEET, TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 4; THENCE SOUTH 87 DEGREES 54 MINUTES 09 SECONDS EAST, ALONG SAID NORTH LINE, A DISTANCE OF 580.29 FEET, TO THE POINT OF BEGINNING. CONTAINING 438,038 SQUARE FEET OR 10.056 ACRES, MORE OR LESS.*

## DEDICATION:

*THE UNDERSIGNED OWNER(S) OF THE PROPERTY DESCRIBED HEREIN HAS/HAVE CAUSED THE SAME TO BE SUBDIVIDED IN THE MANNER SHOWN ON THIS PLAT AND THE PROPERTY SHALL HEREAFTER BE KNOWN AS "TYBROOK ESTATES SECOND PLAT".*

## STREETS:

*THE STREETS SHOWN ON THIS PLAT AND NOT HERETOFORE DEDICATED TO PUBLIC USE ARE HEREBY SO DEDICATED.*

## BUILDING LINES:

*BUILDING LINES OR SETBACK LINES ARE HEREBY ESTABLISHED AS SHOWN ON THE ACCOMPANYING PLAT AND NO BUILDING OR PORTION THEREOF SHALL BE CONSTRUCTED BETWEEN THIS LINE AND THE STREET RIGHT-OF-WAY LINE.*

## EASEMENTS:

*AN EASEMENT OR LICENSE IS HEREBY GRANTED TO THE CITY OF INDEPENDENCE, MISSOURI, TO LOCATE, CONSTRUCT AND MAINTAIN, OR TO AUTHORIZE THE LOCATION, CONSTRUCTION AND MAINTENANCE OF POLES, WIRES, ANCHORS, CONDUITS, AND / OR STRUCTURES FOR WATER, GAS, SANITARY SEWER, STORM SEWER, ELECTRICITY, TELEPHONE, CABLE TELEVISION, OR ANY OTHER NECESSARY PUBLIC UTILITY OR SERVICES, ANY OR ALL OF THEM, UPON, OVER, OR UNDER THOSE AREAS OUTLINED OR DESIGNATED UPON THIS PLAT AS UTILITY EASEMENTS (U/E), SANITARY SEWER EASEMENTS (SSE) OR STORM DRAINAGE EASEMENTS (SDE), OR WITHIN ANY STREET OR THOROUGHFARE DEDICATED TO PUBLIC USE ON THIS PLAT.*

*GRANTOR, ON BEHALF OF HIMSELF, HIS HEIRS, HIS ASSIGNS AND SUCCESSORS IN INTEREST, HEREBY WAIVES, TO THE FULLEST EXTENT ALLOWED BY LAW, INCLUDING, WITHOUT LIMITATION, SECTION 527.188, RSMO. (2006), ANY RIGHT TO REQUEST RESTORATION OF RIGHTS PREVIOUSLY TRANSFERRED AND VACATION OF THE EASEMENT HEREIN GRANTED.*

## STORM DRAINAGE:

*INDIVIDUAL LOT OWNERS SHALL NOT CHANGE OR OBSTRUCT THE FLOW PATH ON LOTS, UNLESS SPECIFIC APPLICATION IS MADE AND APPROVED BY THE CITY ENGINEER.*

*IN TESTIMONY WHEREOF, THE UNDERSIGNED OWNERS HAVE HEREUNTO SET THEIR HANDS THIS _____ DAY OF _____ 20 ____ .*

0 40' 60' 80'
SCALE: 1"=40'

## LEGEND:

B.L. = BUILDING LINE
L/E = LANDSCAPE EASEMENT
R/W = RIGHT-OF-WAY
SDE = STORM DRAINAGE ESMT.
SSE = SANITARY SEWER ESMT.
U/E = UTILITY EASEMENT

*JAMES W. POLLARD - MEMBER*
*POLLARD, ORF & ASSOCIATES, LLC*

*MATT ORF - MEMBER*
*POLLARD, ORF & ASSOCIATES, LLC*

*STATE OF MISSOURI )*
*COUNTY OF JACKSON ) SS:*
*ON THIS _____ DAY OF _____ , 20 ____ , BEFORE ME PERSONALLY APPEARED THE ABOVE PERSON(S), TO ME KNOWN TO BE THE PERSON(S) DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME AS THEIR FREE ACT AND DEED.*

*IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY NOTARIAL SEAL AT MY OFFICE IN SAID COUNTY AND STATE THE DATE AND YEAR LAST WRITTEN ABOVE.*

*NOTARY PUBLIC* *MY COMMISSION EXPIRES:*

## ACKNOWLEDGEMENTS:

*THIS CERTIFIES THAT THE WITHIN PLAT OF "TYBROOK ESTATES SECOND PLAT" INCLUDING EASEMENTS AND RIGHTS-OF-WAY WAS SUBMITTED AND APPROVED BY THE CITY COUNCIL AND MAYOR OF THE CITY OF INDEPENDENCE, MISSOURI PURSUANT TO ORDINANCE NO. _____.*

*TOM SCANNELL, DIRECTOR OF PLANNING* *DATE*

*SUSANNE HOLLAND, CITY CLERK* *DATE*

*ALEXANDER LOPEZ, MUNICIPAL SERVICES CITY ENGINEER* *DATE*

*APPROVED BY JACKSON COUNTY ASSESSOR'S OFFICE:*

*JACKSON COUNTY GIS DEPARTMENT* *DATE*

SURVEYED FOR:
*JIM POLLARD*
*3030 S. CRENSHAW ROAD*
*INDEPENDENCE, MISSOURI 64057*
*(816) 686-8600*

*SHEET 1 OF 1*
*PROJECT NO.: 23.029*
*PREPARED: 12/06/2024*
*PREPARED BY: SPW*

HG Consult Inc engineers planners
1533 Locust Street, Kansas City, Missouri 64108
CORPORATE CERTIFICATE OF AUTHORITY - 2019005467 (MO)

INDEPENDENCE
MISSOURI
A GREAT AMERICAN STORY

# Planning Commission Minutes

June 10, 2025 6:00 PM

City Hall, 111 E. Maple Avenue (Ground Floor), Council Chambers

**CALL TO ORDER**

A meeting of the Planning Commission was held at 6:00 PM on 6/10/2025, in the 111 E Maple Avenue, Independence, MO 64050. The meeting was called to order.

**ROLL CALL**

Upon roll call, the following members were present - Laurie Dean Wiley, Eric Ashbaugh, Edward Nesbitt, Dan O'Neill, Virginia Ferguson, Jose Torres, Michael Young.

**CONSENT AGENDA**

The Consent Agenda consists of routine items of business to be acted upon by the Planning Commission with little or no public discussion. The staff or committee recommendation for each item is included in the Planning Commission packet. Any item may be removed by a commissioner or staff member to become part of the regular agenda.

**Motion**

Commissioner Edward Nesbitt made a motion to approve the Consent Agenda. Commissioner Virginia Ferguson seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

1. **Planning Commission Minutes – May 13, 2025**

2. **Case 25-320-02 – Final Plat – Tybrook 2nd Plat –** A request by Jim Pollard for approval of a Final Plat located west of Powell Road north of Truman Road.

**OTHER BUSINESS**

1. **Case 25-400-05 – Short-Term Rental – 14901 E. 40th St S** – A request by Hannah Mullins to operate a Short-Term Rental.

**Motion**
Commissioner Michael Young made a motion to move up the case on the Agenda following the Consent Agenda. Commissioner Jose Torres seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

**Staff Presentation**
Gabe Glaser presented the case. Mr. Glaser presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses. Mr. Glaser reviewed the conditions of approval.

**Applicant Comments**
Hannah Mullins, 14901 E 40th St S, and her husband currently reside in the home but will not live there while it is being rented. They intend to install a privacy fence and comply with the other conditions outlined by Staff.

In response to Commissioner Nesbitt's question, the applicant clarified that the address listed on the application is a family residence where they will stay during the rental period.

Mr. Glaser noted that Staff were not previously aware the owners occupied the property. He also clarified the distinctions in the city code between Short-Term Rentals and Bed and Breakfast establishments.

Mr. Glaser further reported that a formal legal protest petition, signed by 12 residents, was submitted. This satisfies the city code provision that in such cases, the Planning Commission's vote serves only as a recommendation and the matter will proceed to the City Council for final approval.

Responding to Commissioner Nesbitt's inquiry, Ms. Mullins confirmed the home has a total of 1,800 square feet, including the basement. She added that the basement will remain locked and inaccessible to renters.

Addressing public concerns, Ms. Mullins emphasized that parties are strictly prohibited and this rule will be enforced. She stated that the lawn is mowed weekly and, although unsure if she is permitted to touch the power pole due to safety concerns, she is willing to address it. Additionally, a parking plan has been developed in accordance with City guidelines.

**Public Comments**
Kelly Edwards, 14904 E 40th St. S, stated her support and was appreciative of the letter the applicants sent out providing their contact information and the plan for the rental.

Megan Stirco, 14908 E. 40th St. S, was also in full support and trusts it will be well maintained.

Sharon Jessin, 4229 S State Ave, was not in support; her concerns were the zoning, traffic, parking, and trash service possibly being an issue.

Chris Goble, 4001 Crane Ave, resides directly behind the proposed rental. She was opposed to this being used as a short-term rental, stating they currently do not maintain their home. Her main concerns were parties, traffic, and parking.

**Commissioner Comments**
Commissioner O'Neill visited the property and saw adequate parking spots.

In response to Chair Wiley's question, Mr. Glaser confirmed that there is no active rental listing for the property. He also reviewed the parking requirements, noting that one parking space is required for each bedroom in the home.

Commissioner Young added that, according to Zillow, the home has 1,424 square feet above ground and 375 square feet below.

**Motion**
Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Virginia Ferguson seconded the motion. The motion was recommended for approval: Yes 7, No 0, Abstained 0.

**PUBLIC HEARINGS**

1. **Case 25-100-13 – Rezoning – 15430 & 15440 E. US 24 Highway –** A request to rezone the properties from R-6 (Single Family Residential) and C-2 (General Commercial) to R-6 (Single Family Residential).

**Staff Presentation**
Brian Harker presented the case. Mr. Harker presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses.

**Applicant Comments**
Amanda Kivet, attorney, work address is 1600 Genesee, Suite 635, KCMO 64102, speaking for applicant Ms. Bagby, who was out of the country. The property was purchased by the applicants' parents, Mr. and Mrs Yogi, in the 80's. She lives in Kansas and has a buyer, but needs it to be rezoned to correct the legal non-conforming classification.

**Public Comments**
No public comments.

**Motion**
Commissioner Dan O'Neill made a motion to approve the case. Commissioner Edward Nesbitt seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

2. **Case 25-100-14 – Rezoning – 11307 Aaron Lane –** A request to rezone the property from R-12 (Two Family Residential) and I-1 (Industrial) to R-6 (Single Family Residential).

**Staff Presentation**
Gabe Glaser presented the case. Mr. Glaser presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses.

**Applicant Comments**
Kody Lamming, 8509 Booth Ave, Raytown,MO. Project Manager. The home is currently a dangerous building and they would like approval to rezone to be able to rehab and save it from demolition to make it a livable property again.

**Public Comments**
No public comments.

**Motion**
Commissioner Eric Ashbaugh made a motion to approve the case. Commissioner Edward Nesbitt seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

3. **Case 25-200-06 – Special Use Permit – 104 E. Lexington Avenue –** A request by On The Square Convenience to operate a convenience store.

**Staff Presentation**
Mr. Glaser presented the case. Mr. Glaser presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses. Mr. Glaser reviewed the conditions of approval.

Responding to a question from Chair Wiley, Mr. Glaser explained the definition of a general store, noting that it typically offers a limited selection of grocery items. He stated that while a small portion of sales may include tobacco products, the City has reached its cap on smoke shop establishments. Additionally, he noted that if the applicant intends to sell intoxicating liquor in the future, they would be required to obtain a separate license from the City.

In response to Commissioner O'Neill's question, Mr. Glaser clarified that although there is a commercial suite facing Main Street, the primary entrance to the space is located on Lexington Avenue.

**Applicant Comments**
Jeremy Munden, 8303 S Noland Rd, Kansas City, MO, wants to provide a convenience store on the square.

**Public Comments**
No public comments.

**Motion**
Commissioner Dan O'Neill made a motion to approve the case. Commissioner Edward Nesbitt seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

4. **Case 25-175-02 - UDO Amendment #73 – Billboard Setback Requirements –** The City proposes Amendment #73 of the Unified Development Ordinance pertaining to billboard setback requirements.

**Staff Presentation**

Rick Arroyo presented the case. Mr. Arroyo explained that current regulations require billboards to be set back 500 feet from residential areas and certain uses such as schools, parks, playgrounds, hospitals, and churches. However, the existing code does not clearly define the method for measuring this distance.

This amendment also clarifies that the setback applies to the specified uses regardless of whether they are located within or outside the city limits. Additionally, it updates the terminology used in the separation requirements to align with the definitions provided in the UDO. For example, "churches" has been revised to "religious assembly," and "parks" to "parks/recreation," as these terms are formally defined in the UDO.

This amendment will provide clear guidance on how billboard setbacks are measured and applied, making the regulations easier to understand and implement for users.

**Public Comments**

No public comments.

**Commissioner Comments**

In response to Commissioner Ashbaugh's question, Mr. Arroyo stated this would apply to freestanding billboards that are along highways and not ones affixed to a building.

**Motion**

Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Jose Torres seconded the motion. The motion was approved Yes 6, No 1, Abstained 0.

**ROUNDTABLE - NEXT MEETING JUNE 24, 2025**

**ADJOURNMENT**

*The meeting was adjourned at 7:08 p.m.*

# City of Independence

AGENDA ITEM COVER SHEET

**Agenda Title:**

25-054 **1R** An ordinance approving a rezoning from District R-6 (Single-Family Residential) and District C-2 (General Commercial) to District R-6 (Single-Family Residential) for the properties located at 15430 and 15440 E. US 24 Highway. **1R**

**Recommendations:**

Commissioner O'Neil made a motion to recommend approval to rezone 15430 and 15440 E. US 24 Highway from R-6 (Single-Family Residential) and C-2 (General Commercial) to R-6 (Single-Family Residential). A second was made by Commissioner Nesbitt. The Independence Planning Commission voted as follows:
Commissioner Nesbitt – Yes
Commissioner Ferguson – Yes
Commissioner Ashbaugh – Yes
Commissioner O'Neill – Yes
Commissioner Torres – Yes
Commissioner Young – Yes
Commissioner Wiley – Yes

The motion passed, and such application is forwarded to the City Council for its consideration. Staff recommends approval of this application.

**Background:**

**EXECUTIVE SUMMARY:**

Applicant requests to rezone the subject properties from R-6 (Single-Family Residential) and C-2 (General Commercial) to R-6 (Single-Family Residential).

**PROPERTY'S HISTORY:**

This area was annexed by Independence in 1955 (Ordinance No. 13999). The properties included in this application to be rezoned were platted by a Commissioner's Plat only. At the time Independence adopted its Zoning District Map (Ordinance No. 1132) in 1965, both properties were designated mostly C-3 (Commercial) and R-1 (Single-Family Residential) on their very back portions. In 1980, the properties were relabeled C-2 (General Commercial) and R-1b (Single-Family Residential). The city adopted its Unified Development Ordinance (UDO) (Ordinance No. 17339) in 2009, and the residentially zoned portions of the properties were converted to R-6 (Single-Family Residential).

**Proposal:**

The applicants seek to rezone the two residential lots covered by this application entirely to R-6 to eliminate the legal non-conformity and ensure the residences can be rebuilt, if destroyed, as well as to eliminate encumbrances when financing the properties.

**Physical Characteristics of Properties:**

The two red and white brick residences date from the 1950's. They have large setbacks on

deep lots that are wooded in the rear. The Bagby property is a corner lot and has access via a gravel driveway off of Salisbury Road. The Yohe property is accessed exclusively via a broken-up, asphalt driveway off of US Highway 24.

**Characteristics of the Area:**

This commercially zoned district encompasses both residential and commercial uses along the US Highway 24 corridor. Residences along this semi-commercial corridor vary in era from the early 1900's to the 1960's. The homes in this area are often quite different in size and design. They are generally set on large, deep, often wooded lots. Commercial uses are scattered along the corridor among the residences.

**ANALYSIS**

**Consistency with *Independence for All*, Strategic Plan:**

This proposal conforms with Independence for All, the Strategic Plan's objective, "Stabilize and revitalize neighborhoods." Rezoning these properties will ensure they remain residential in use.

**Comprehensive Plan Tools and Policies for the Current Designation:**

Imagine Independence Comprehensive Plan 2040 envisions the area to be designated for Residential Established Neighborhoods. The Tools and Policies to promote community identity state the need to, "Support the preservation and protection of…properties."

Construction of this neighborhood predominantly took place in the first half of the twentieth century. Rezoning these properties will help to retain the character of the neighborhood by aligning their zoning with their current use.

**Sub-Area Plans:**

These properties are not located within any sub-area plan.

**Zoning:**

The proposed R-6 (Single-Family Residential) zoning classification allows for single-family dwellings and various other uses (schools, churches, government facilities, cemeteries, home-based daycare, agriculture and others with conditions). Currently, the properties are mainly zoned C-2 (General Commercial). Uses include offices, retail shops, hair salons, light auto repair, restaurants and various other related uses and would allow the existing business to expand.

**Historic and Archeological Sites:**

There are no apparent historic or archeological issues with these properties.

**Public Utilities:**

All utilities are already in place.

**Floodplain/Stream Buffer:**

There are no federal flood plains or city-designated stream buffers in the area of the rezoning.

**CIP Investments:**

MoDOT has future plans for road improvements and sidewalks along the US Highway 24 corridor.

**REVIEW CRITERIA**

Recommendations and decisions on rezoning applications must be based on consideration of all the following criteria:

1. **Conformance of the requested zoning with the Comprehensive Plan.**

*The Comprehensive Plan envisions Residential Established Neighborhood for the area. Staff feel single-family residential zoning is appropriate given the existing development pattern of the area.*

2. **Conformance of the requested zoning with any adopted neighborhood or sub-area plans in which the property is located or abuts.**

*The properties are not within a sub-area plan area.*

3. **The compatibility of the proposed zoning with the zoning and use of nearby property, including any overlay zoning.**

*There are adjacent and nearby R-6 zoned properties and single-family uses nearby in all directions.*

4. **The compatibility of the proposed zoning and allowed uses with the character of the neighborhood.**

*The proposed R-6 zoning is compatible with the area's existing housing stock and development pattern.*

5. **The suitability of the subject property for the uses to which it has been restricted under the existing zoning regulations**.

*The C-2 (General Commercial) zoning is not compatible with existing housing stock and most of the properties in the area.*

6. **The length of time the subject property has remained vacant as zoned.**

*The properties are and have been occupied continuously.*

7. **The extent to which approving the rezoning will detrimentally affect nearby properties**.

*The rezoning should have no detrimental effect on area properties.*

8. **The gain, if any, to public health, safety, and welfare due to denial of the application, as compared to the hardship imposed upon the landowner, if any, as a result of denial of the application.**

*If the rezoning is denied, the property owners and buyers may have trouble obtaining mortgages and making improvements. In addition, rezoning this area will reduce nonconformity, in accordance with City Code **Article 8, Chapter 14**.*

Draft Planning Commission minutes are attached.

**Emergency Justification:**

**Fiscal Impact:**

**Council Action:**

---

**Department / Contact** Community Development /

---

**REVIEWERS**

Tom Scannell
Jeremy Cover
Zachary Walker
Susanne Holland

**ATTACHMENTS:**

1. Draft Ordinance 25-100-13 - PDF
2. Draft Ordinance 25-100-13 - Word
3. Staff Report 25-100-13
4. Narrative
5. Application
6. Notification Letter
7. Address
8. Notification Area Map
9. Affidavit
10. Comprehensive Plan Map
11. Zoning Map
12. Planning Commission Meeting Minutes 06-10-25

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A REZONING FROM DISTRICT R-6 (SINGLE-FAMILY RESIDENTIAL) AND DISTRICT C-2 (GENERAL COMMERCIAL) TO DISTRICT R-6 (SINGLE-FAMILY RESIDENTIAL) FOR THE PROPERTIES LOCATED AT 15430 AND 15440 E. US 24 HIGHWAY.

WHEREAS, a request by the City of Independence to rezone the properties located at 15430 and 15440 E. US 24 Highway from District R-6 (Single-Family Residential) to District C-2 (General Commercial) to District R-6 (Single-Family Residential) was referred to the Planning Commission as required by the Unified Development Ordinance; and,

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

WHEREAS, after due public notice in the manner prescribed by law, the Planning Commission held a public hearing for the consideration of the request on June 10, 2025, and rendered a report to the City Council recommending the rezoning be approved by a vote of 7-0; and,

WHEREAS, in accordance with the Unified Development Ordinance, it was determined that the rezoning was consistent with the review criteria in Section 14-701-02; and,

WHEREAS, after due public notice in the manner prescribed by law, the City Council held a public hearing and rendered a vote of approval for the Rezoning of said property; and,

WHEREAS, no legal protests were signed, acknowledged, and presented for the application.

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

SECTION 1. That the following legally described property is hereby rezoned from District R-6 (Single-Family Residential) and District C-2 (General Commercial) to District R-6 (Single-Family Residential) and shall be subject to the regulations of said district:

COMM PLAT OF LEAS THOS EST BEG 153.6' E OF NW COR SE 1/4 TH S 5 DEG E 100.8' TO TRU POB TH S 5 DEG E 75.8' TH E TO W ROW LI OF HIWAY 24 TH NELY ALG HIWAY 77.7' TH W TO POB

COMM PLAT OF LEAS THOS EST BEG ON N LI SE 1/4 SEC 36-50-32 415.56' E OF NW COR SD SE 1/4 TH S 12 DEG W ALG W ROW LI US 24 HWY 60.61' TO TRU POB: TH CONT ALG SD W ROW LI 42' MOL TH WLY 238' MOL TH N; 08 DEG W

70' MOL TO S LI SALISBURY RD TH ELY ALG SD ROW 220' MOL TH S 43 DEG E ALG SD ROW 40.21' TO TRU POB

SECTION 2. Nonseverability. All provisions of this ordinance are so essentially, and inseparable connected with, and so dependent upon, each other that no such provision would be enacted without all others. If a court of competent jurisdiction enters a final judgement on the merits that is not subject to appeal and that declares any provision or part of this ordinance void, unconstitutional, or unenforceable, then this ordinance, in its collective entirety, is invalid and shall have no legal effect as of the date of such judgement.

SECTION 3. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this ordinance, as determined by the City Clerk and City Counselor, may be corrected with the endorsement of the City Manager without the need to come before City Council.

SECTION 4. That failure to comply with all the provisions contained in this ordinance shall constitute violations of both this ordinance and Chapter 14, the Unified Development Ordinance, of the Code of the City of Independence, Missouri.

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

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

ATTEST:

_____
City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
City Counselor

REVIEWED BY:

_____
City Manager

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A REZONING FROM DISTRICT R-6 (SINGLE-FAMILY RESIDENTIAL) AND DISTRICT C-2 (GENERAL COMMERCIAL) TO DISTRICT R-6 (SINGLE-FAMILY RESIDENTIAL) FOR THE PROPERTIES LOCATED AT 15430 AND 15440 E. US 24 HIGHWAY.

WHEREAS, a request by the City of Independence to rezone the properties located at 15430 and 15440 E. US 24 Highway from District R-6 (Single-Family Residential) to District C-2 (General Commercial) to District R-6 (Single-Family Residential) was referred to the Planning Commission as required by the Unified Development Ordinance; and,

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

WHEREAS, after due public notice in the manner prescribed by law, the Planning Commission held a public hearing for the consideration of the request on June 10, 2025, and rendered a report to the City Council recommending the rezoning be approved by a vote of 7-0; and,

WHEREAS, in accordance with the Unified Development Ordinance, it was determined that the rezoning was consistent with the review criteria in Section 14-701-02; and,

WHEREAS, after due public notice in the manner prescribed by law, the City Council held a public hearing and rendered a vote of approval for the Rezoning of said property; and,

WHEREAS, no legal protests were signed, acknowledged, and presented for the application.

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

SECTION 1. That the following legally described property is hereby rezoned from District R-6 (Single-Family Residential) and District C-2 (General Commercial) to District R-6 (Single-Family Residential) and shall be subject to the regulations of said district:

COMM PLAT OF LEAS THOS EST BEG 153.6' E OF NW COR SE 1/4 TH S 5 DEG E 100.8' TO TRU POB TH S 5 DEG E 75.8' TH E TO W ROW LI OF HIWAY 24 TH NELY ALG HIWAY 77.7' TH W TO POB

COMM PLAT OF LEAS THOS EST BEG ON N LI SE 1/4 SEC 36-50-32 415.56' E OF NW COR SD SE 1/4 TH S 12 DEG W ALG W ROW LI US 24 HWY 60.61' TO TRU POB: TH CONT ALG SD W ROW LI 42' MOL TH WLY 238' MOL TH N; 08 DEG W

70' MOL TO S LI SALISBURY RD TH ELY ALG SD ROW 220' MOL TH S 43 DEG E ALG SD ROW 40.21' TO TRU POB

SECTION 2. Nonseverability. All provisions of this ordinance are so essentially, and inseparable connected with, and so dependent upon, each other that no such provision would be enacted without all others. If a court of competent jurisdiction enters a final judgement on the merits that is not subject to appeal and that declares any provision or part of this ordinance void, unconstitutional, or unenforceable, then this ordinance, in its collective entirety, is invalid and shall have no legal effect as of the date of such judgement.

SECTION 3. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this ordinance, as determined by the City Clerk and City Counselor, may be corrected with the endorsement of the City Manager without the need to come before City Council.

SECTION 4. That failure to comply with all the provisions contained in this ordinance shall constitute violations of both this ordinance and Chapter 14, the Unified Development Ordinance, of the Code of the City of Independence, Missouri.

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

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

ATTEST:

_____
City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
City Counselor

REVIEWED BY:

_____
City Manager

INDEPENDENCE
COMMUNITY DEVELOPMENT

# Planning Commission
## Staff Report

**MEETING DATE:** June 10, 2025 **STAFF:** Brian L. Harker, Planner

**PROJECT NAME:** Bagby and Yohe Rezoning

**CASE NUMBER/REQUEST:** **Case 25-100-13 – Rezoning – 15430 & 15440 E. US 24 Highway –** A request to rezone the properties from R-6 (Single Family Residential) and C-2 (General Commercial) to R-6 (Single Family Residential).

**APPLICANTS:** Johnia and Chris Bagby and John T. & Laura J. Yohe

**PROPERTY LOCATIONS:** 15430 and 15440 E. US Highway 24

**SURROUNDING ZONINGS/LAND USES:**

**North:** C-2 (General Commercial) and R-6 (Single-Family Residential)…single-family residence
**South:** C-2 (General Commercial)…carwash
**East:** C-2 (General Commercial)…historic cemetary and office building
**West:** R-6 (Single-Family)…single-family residence

**PUBLIC NOTICE**:
- Letters to property owners – May 23, 2025
- Public Notice published in the Independence Examiner – May 24, 2025
- Signs posted on property – May 23, 2025

**FURTHER ACTION:**
Following action by the Planning Commission, this rezoning request is scheduled for first reading by the City Council on July 7, 2025 and the public hearing/second reading on July 21, 2025.

## RECOMMENDATION

Staff recommends **APPROVAL** of this rezoning request.

## PROJECT DESCRIPTION & BACKGROUND INFORMATION

**PROJECT DESCRIPTION:** A request by Johnia and Chris Bagby and John T. & Laura J. Yohe to rezone for two lots from C-2 (General Commercial) and R-6 (Single-Family Residential) to R-6 (Single-Family Residential).

| | | | |
|---|---|---|---|
| **Current Zonings:** | C-2 (General Commercial) and R-6 (Single-Family Residential) | **Proposed Zoning:** | R-6 (Single-Family Residential) |

**Current/Continued Uses:** Two Single-Family Residences

**Zoning History:**
This area was annexed by Independence in 1955 (Ordinance No. 13999). The properties included in this application to be rezoned were platted by a Commissioner's Plat only.

At the time Independence adopted its Zoning District Map (Ordinance No. 1132) in 1965, both of these properties were designated mostly C-3 (Commercial) and R-6 (Single-Family Residential) on their very back portions. In 1980, the properties were relabeled C-2 (General Commercial) and R-1b (Single-Family Residential). The city adopted its Unified Development Ordinance (UDO) (Ordinance No. 17339) in 2009, and the residentially zoned portions of the properties were converted to R-6 (Single-Family Residential).

**Proposal:**
The applicants seek to rezone, the two residential lots covered by this application, entirely to R-6 to eliminate the legal non-conformity and ensure the residences can be rebuilt, if destroyed, as well as to eliminate encumbrances when financing the properties.

**Physical Characteristics of Properties:**
The two, red and white, brick residences date from the 1950's. They have large setbacks on deep lots that are wooded in the rear. The Bagby property is a corner lot and has access via a gravel driveway off of Salisbury Road. The Yohe property is accessed exclusively via a broken-up, asphalt driveway off-of US Highway24.

**Characteristics of the Area:**
This commercially zoned district encompasses both residential and commercial uses along the US Highway 24 corridor. Residences along this semi-commercial corridor vary in era from the early 1900's to the 1960's. The homes in this area are often quite different in size and design. They generally set on large deep, often wooded lots. Commercial uses are scattered along the corridor amongst the residences.

## ANALYSIS

**Consistency with *Independence for All*, Strategic Plan:**
This proposal conforms with Independence for All, Strategic Plan's objective, "Stabilize and revitalize neighborhoods." Rezoning these properties will ensure they remain residential in use.

**Comprehensive Plan Tools and Policies for the Current Designation:**
Imagine Independence Comprehensive Plan 2040 envisions the area to be designated for Residential Established Neighborhoods. The Tools and Policies to promote community identity state the need to, "Support the preservation and protection of…properties."

Construction of this neighborhood predominantly took place in the first half of the twentieth century. Rezoning these properties will help to retain the character of the neighborhood by aligning their zoning with their current use.

**Sub-Area Plans:**
These properties are not located within any sub-area plan.

**Zoning:**
The proposed R-6 (Single-Family Residential) zoning classification allows for single-family dwellings and various other uses (schools, churches, government facilities, cemeteries, home-based daycare, agriculture and others with conditions). Currently, the properties are mainly zoned C-2 (General Commercial). Uses include offices, retail shops, hair salons, light auto repair, restaurants and various other related uses and would allow the existing business to expand.

**Historic and Archeological Sites:**
There are no apparent historic or archeological issues with these properties.

**Public Utilities:**
All utilities are already in place.

**Floodplain/Stream Buffer:**
There are no federal flood plains or city designated stream buffers in the area of the rezoning.

**CIP Investments:**
MoDOT has future plans for road improvements and sidewalks along the US Highway 24 corridor.

## REVIEW CRITERIA

Recommendations and decisions on rezoning applications must be based on consideration of all the following criteria:

1. **Conformance of the requested zoning with the Comprehensive Plan.**
   *The Comprehensive Plan envisions Residential Established Neighborhood for the area. Staff feels single-family residential zoning is appropriate given the existing development pattern of the area.*
2. **Conformance of the requested zoning with any adopted neighborhood or sub-area plans in which the property is located or abuts.**
   *The properties are not within a sub-area plan area.*
3. **The compatibility of the proposed zoning with the zoning and use of nearby property, including any overlay zoning.**
   *There are adjacent and nearby R-6 zoned properties and single-family uses nearby in all directions.*
4. **The compatibility of the proposed zoning and allowed uses with the character of the neighborhood.**
   *The proposed R-6 zoning is compatible with the area's existing housing stock and development pattern.*
5. **The suitability of the subject property for the uses to which it has been restricted under the existing zoning regulations**.
   *The C-2 (General Commercial) zoning is not compatible with existing housing stock and most of the properties in the area.*
6. **The length of time the subject property has remained vacant as zoned.**
   *The properties are and have been occupied continuously.*
7. **The extent to which approving the rezoning will detrimentally affect nearby properties**.
   *The rezoning should have no detrimental effect on area properties.*
8. **The gain, if any, to the public health, safety, and welfare due to denial of the application, as compared to the hardship imposed upon the landowner, if any, as a result of denial of the application.**

*If the rezoning is denied, the property owners and buyers may have trouble obtaining mortgages and making improvements. In addition, rezoning this area will reduce nonconformity, in accordance with City Code* ***Article 8, Chapter 14****.*

**EXHIBITS**

1. Narrative
2. Application
3. Notification Letter
4. Address List
5. Notification Area Map
6. Affidavit
7. Comprehensive Plan map
8. Zoning map

Planning Division

111 East Maple Street
Indep. Missouri

April 14, 2025

I am requesting for the property at 15430 East US 24 Hwy

Independence Mo 64050 to be put back as residential as it has been

for over 100 years. Also, wanting the house next door at

15440 E. US 24 Hwy to stay residential.

I would like to know when this change took place and proof of when I was

notified of this change from residential to commercial! I just found

this out April 14, 2025 from Title Company.

Johnia Bagby
jbagby5@kc.rr.com
913-244-4907

INDEPENDENCE
• MISSOURI •

# Planning and Zoning
Application Form

Community Development
111 E. Maple Avenue
Independence, MO 64050
(816) 325-7421
cdplanning@indepmo.org

## Application Type (check all that apply)

| Land Use | Land Subdivision | Site Development | Use Permit | Other |
|---|---|---|---|---|
| ☒ Rezoning<br>☐ PUD Rezoning | ☐ Preliminary Plat<br>☒ Final Plat<br>☐ Minor Subdivision | ☒ Final Site Plan<br>☐ Preliminary Dev Plan<br>☐ Final Dev Plan (PUD) | ☐ Special Use<br>☐ Homebased Business | ☐ Admin. Adjustment<br>☐ Variance<br>☐ Street Name Change<br>☐ Special Sign Permit |

## Project Information and Location

Rezoning to Residential

Project Name

15440
15430 E US HWY 24 Independence, MO 64050

Project Address/Location

| Sq. Ft. of Building | Acreage | Number of Lots/Tracts | Stream Buffer (Yes or No) |
|---|---|---|---|
| 2923 | 0 | 2 | |

| Existing Zoning | Proposed Zoning | Existing Land Use | Proposed Land Use |
|---|---|---|---|
| R-6 Single-family<br>C2 Commercial | Residential R-U | | Residential SFR R-U |

## 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***

Name Company

Address

Phone Email

***Owner***

Johnia Bagby + Chris Bagby

Name Company

4821 W. 144th Terr Leawood KS 66224

Address

913-244-4907 jbagby5@kc.rr.com

Phone Email

Chris.bagby@me.com

***Architect/Engineer/Surveyor/Other:***

Name Company

Address

Phone Email

***Architect/Engineer/Surveyor/Other:***

Name Company

Address

Phone Email

The applicant hereby agrees that the information provided above is accurate.

Applicant's Signature Date

Johnia Bagby April 14, 2025
Owner's Signature Date

C Bagby 4/14/25

May 2022

# Appendix B – Property Owner Notification Letter

City of Independence, Missouri

**Date:** May 23, 2025 **Case No**. 25-100-13

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 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 ☐Rezoing/PUD ☐Special Use Permit
☐Preliminary Development Plan

**Proposed Project Description**: Property is currently zoned C-2 (general commercial) and R-6 (single-family residential). Applicant wishes to have property zoned R-6 exclusively.

**Applicant:** Johnia Yohe Bagby

**Location of Property:** 15430 East US 24 Hwy, Independence, MO 64050 and
15440 East US 24 Hwy, Independence, MO 64050

**Planning Commission Meeting Date:** June 10, 2025, at 6:00 p.m.

**City Council Meeting Date:** July 21, 2025, at 6:00 p.m.

**Location of public hearings:** City Council Chambers, City Hall
111 E Maple Ave., Independence, MO 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.

Johnia Bagby
Applicant (or Owner/Agent)

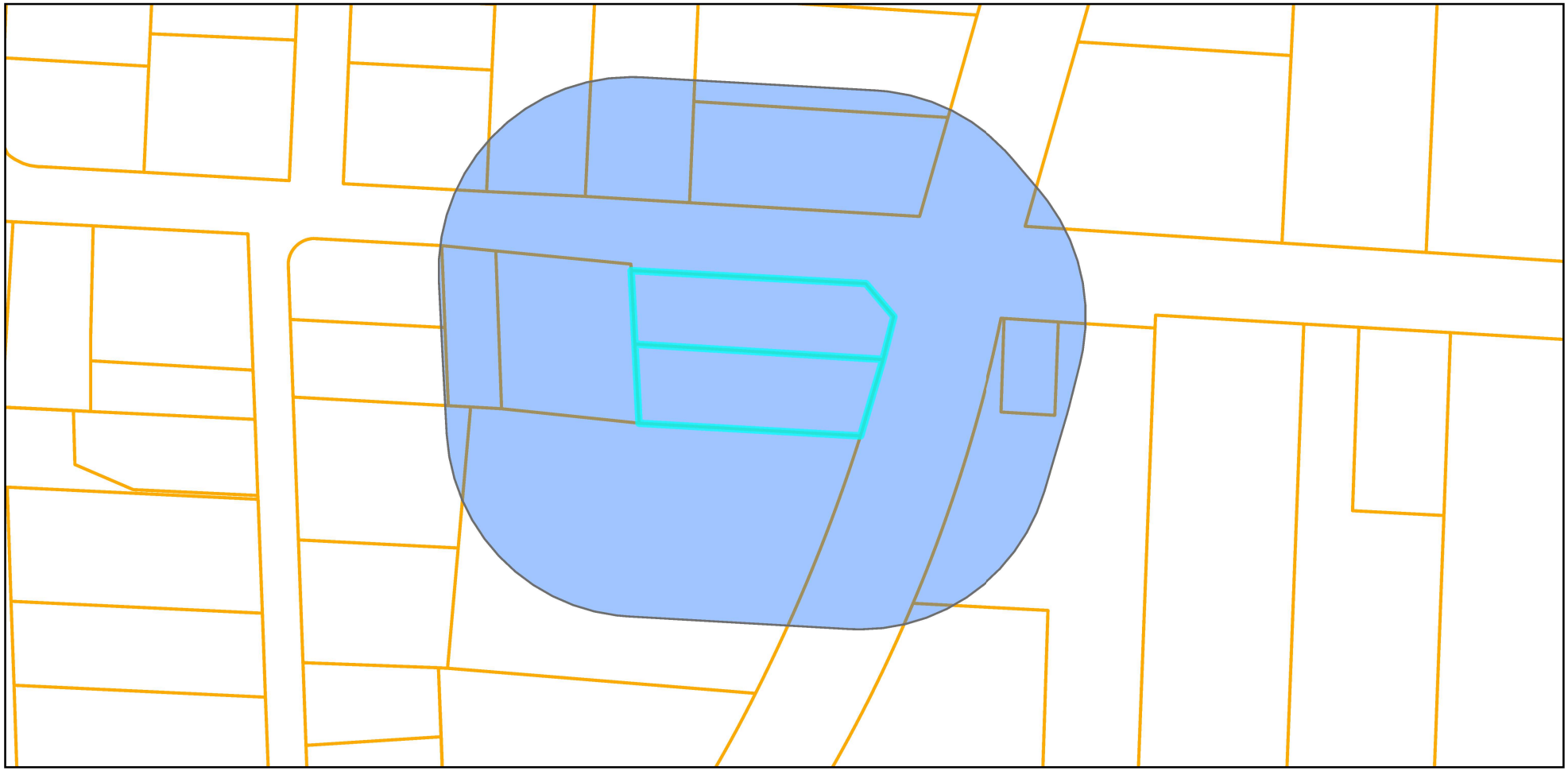
For more information, contact the Community Development Department at 816-325-7421.

| Property Address | Owner | Property Address | City | State | ZIP Code |
|---|---|---|---|---|---|
| 1519 N HOLDER RD | LEUTZINGER VERNE L & RACHELLE A | 1521 N HOLDER RD | INDEPENDENCE | MO | 64055 |
| 15410 E US 24 HWY | SEYAM DEVELOPMENT LLC | 10064 NE 272ND ST | LATHROP | MO | 64465 |
| 15411 E US 24 HWY | SON PHOUC | 15411 E US 24 HWY | INDEPENDENCE | MO | 64050 |
| 15430 E US 24 HWY | YOHE JOHN T & LAURA J | 4821 W 144TH TER | LEAWOOD | KS | 66224 |
| 15440 E US 24 HWY | BAGBY JOHNIA M YOHE | 4821 W 144TH TER | LEAWOOD | KS | 66224 |
| 15441 E US 24 HWY | RICHARDS HOLDING COMPANY LLC | 1221 NE GOSHEN DR | LEES SUMMIT | MO | 64064 |
| 15500 E US 24 HWY | PACE MARK M & JACKIE S | 22205 E OLD LEXINGTON RD | INDEPENDENCE | MO | 64056 |
| 15502 E US 24 HWY | BANALES JOSE GUADALUPE & FLORES LUZ MARIA | 15502 E US 24 HWY | INDEPENDENCE | MO | 64050 |
| 15505 E US 24 HWY | WILSON LEE & JULIE B | 15505 E US 24 HWY | INDEPENDENCE | MO | 64050 |
| 1701 E SALISBURY RD | SNOWDEN ANJA | 4485 SANDPIPER CIR | BOULDER | CO | 80301 |
| 1704 E SALISBURY RD | PARKER DANIEL D & BELINDA | 1704 E SALISBURY RD | INDEPENDENCE | MO | 64050 |
| 1705 E SALISBURY RD | EAGLESON MICHAEL L & LINDA | 1705 E SALISBURY RD | INDEPENDENCE | MO | 64050 |
| 1706 E SALISBURY RD | CHRISTIANSEN SONDRA & RICHARD | 1706 E SALISBURY RD | INDEPENDENCE | MO | 64050 |
| 1710 E SALISBURY RD | HUDLEMEYER HEATHER D | 1710 E SALISBURY RD | INDEPENDENCE | MO | 64050 |
| NO ADDRESS ASSIGNED BY CITY | HEDRICK CEMETERY | 305 S KENDALL | INDEPENDENCE | MO | 64056 |
| 15430 E US 24 HWY | Amy Tu Bui | 15439 E. US HWY | INDEPENDENCE | MO | 64050 |

# Notification Area

15430-15440 E US 24 Hwy

Case #25-100-13



**Legend**

- Notification Area
- Parcels

N

0 50 100 200 Feet

Prepared For: Planning Commission
Meeting Date: June 10, 2025

# Property Owner Notification Affidavit

STATE OF MISSOURI

COUNTY OF JACKSON

Case No. 25-100-13

I, Johnia Bagby, 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 Board of Adjustment, 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 23 day of May, 2025.

Johnia Bagby
Signature of Agent, Owner or Attorney

Subscribed and sworn to before me this 23 day of May, 2025.

Amanda Kivett
Notary Public

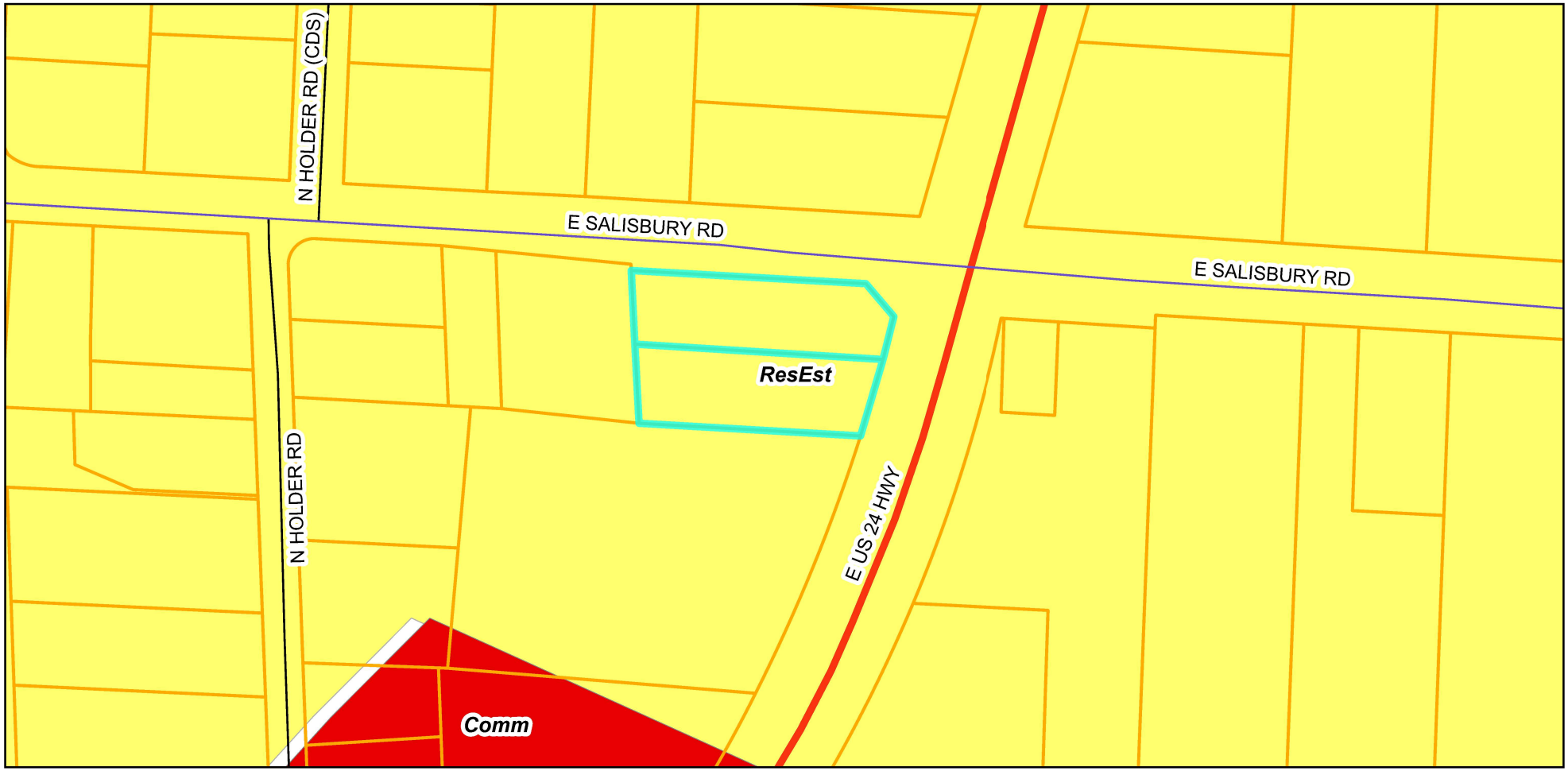
AMANDA KIVETT
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires: Mar. 31, 2028
Commission # 12500909

Commission Expiration Date

# Comprehensive Plan Map

15430-15440 E US 24 Hwy

Case #25-100-13




**Legend**

Parcels

Comprehensive Plan

Residential Neighborhoods

Community Commercial

N

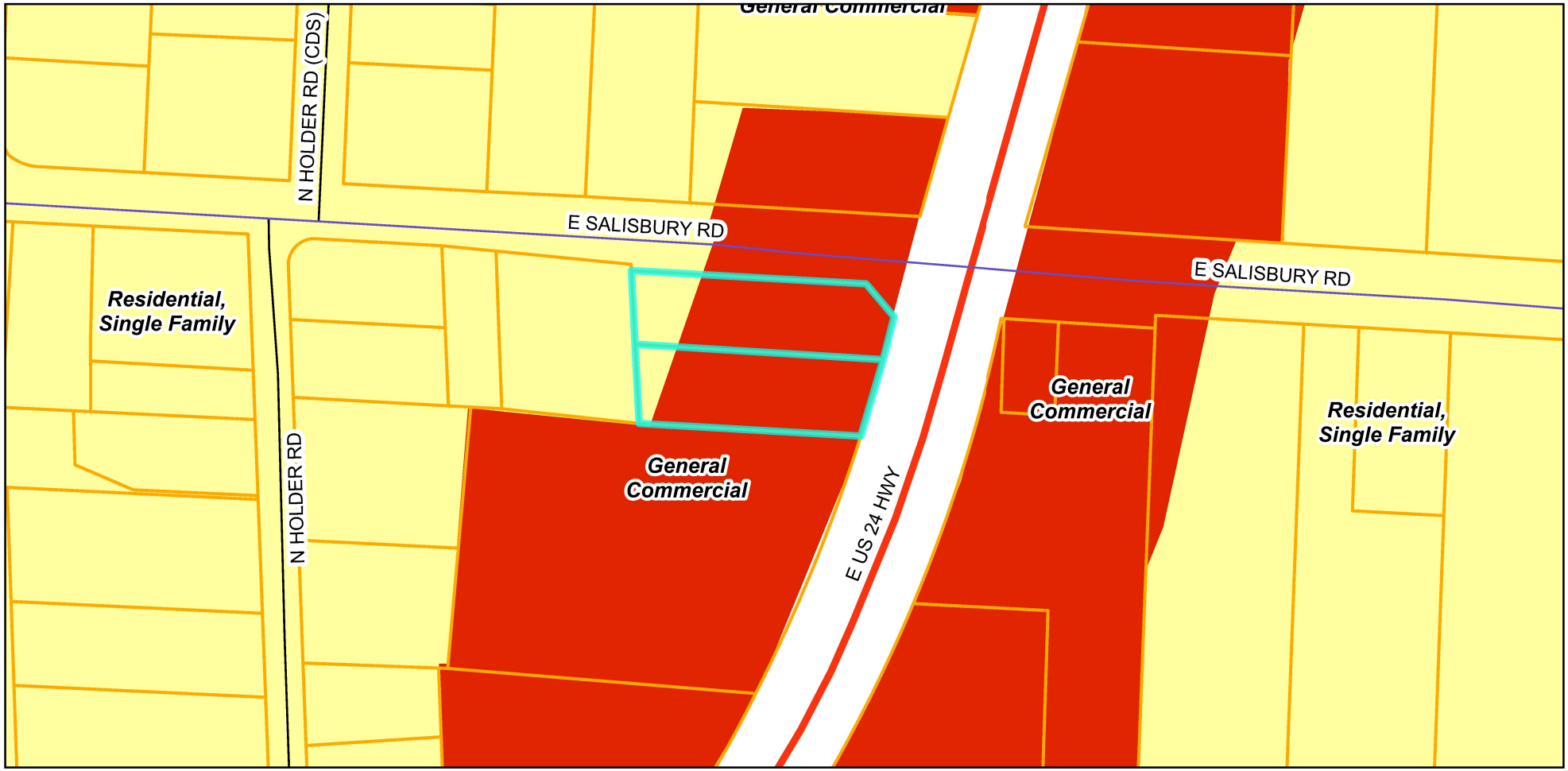
0 100 200 400 US Feet

Prepared For: Planning Commission
Meeting Date: June 10, 2025

# Zoning Map

15430-15440 E US 24 Hwy

Case #25-100-13




**Legend**

Parcels

Zoning District

C-2

R-6

N

0 100 200 400 US Feet

Prepared For: Planning Commission
Meeting Date: June 10, 2025

INDEPENDENCE
MISSOURI
A GREAT AMERICAN STORY

# Planning Commission Minutes

June 10, 2025 6:00 PM

City Hall, 111 E. Maple Avenue (Ground Floor), Council Chambers

**CALL TO ORDER**

A meeting of the Planning Commission was held at 6:00 PM on 6/10/2025, in the 111 E Maple Avenue, Independence, MO 64050. The meeting was called to order.

**ROLL CALL**

Upon roll call, the following members were present - Laurie Dean Wiley, Eric Ashbaugh, Edward Nesbitt, Dan O'Neill, Virginia Ferguson, Jose Torres, Michael Young.

**CONSENT AGENDA**

The Consent Agenda consists of routine items of business to be acted upon by the Planning Commission with little or no public discussion. The staff or committee recommendation for each item is included in the Planning Commission packet. Any item may be removed by a commissioner or staff member to become part of the regular agenda.

**Motion**

Commissioner Edward Nesbitt made a motion to approve the Consent Agenda. Commissioner Virginia Ferguson seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

1. **Planning Commission Minutes – May 13, 2025**

2. **Case 25-320-02 – Final Plat – Tybrook 2nd Plat –** A request by Jim Pollard for approval of a Final Plat located west of Powell Road north of Truman Road.

**OTHER BUSINESS**

1. **Case 25-400-05 – Short-Term Rental – 14901 E. 40th St S** – A request by Hannah Mullins to operate a Short-Term Rental.

**Motion**
Commissioner Michael Young made a motion to move up the case on the Agenda following the Consent Agenda. Commissioner Jose Torres seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

**Staff Presentation**
Gabe Glaser presented the case. Mr. Glaser presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses. Mr. Glaser reviewed the conditions of approval.

**Applicant Comments**
Hannah Mullins, 14901 E 40th St S, and her husband currently reside in the home but will not live there while it is being rented. They intend to install a privacy fence and comply with the other conditions outlined by Staff.

In response to Commissioner Nesbitt's question, the applicant clarified that the address listed on the application is a family residence where they will stay during the rental period.

Mr. Glaser noted that Staff were not previously aware the owners occupied the property. He also clarified the distinctions in the city code between Short-Term Rentals and Bed and Breakfast establishments.

Mr. Glaser further reported that a formal legal protest petition, signed by 12 residents, was submitted. This satisfies the city code provision that in such cases, the Planning Commission's vote serves only as a recommendation and the matter will proceed to the City Council for final approval.

Responding to Commissioner Nesbitt's inquiry, Ms. Mullins confirmed the home has a total of 1,800 square feet, including the basement. She added that the basement will remain locked and inaccessible to renters.

Addressing public concerns, Ms. Mullins emphasized that parties are strictly prohibited and this rule will be enforced. She stated that the lawn is mowed weekly and, although unsure if she is permitted to touch the power pole due to safety concerns, she is willing to address it. Additionally, a parking plan has been developed in accordance with City guidelines.

**Public Comments**
Kelly Edwards, 14904 E 40th St. S, stated her support and was appreciative of the letter the applicants sent out providing their contact information and the plan for the rental.

Megan Stirco, 14908 E. 40th St. S, was also in full support and trusts it will be well maintained.

Sharon Jessin, 4229 S State Ave, was not in support; her concerns were the zoning, traffic, parking, and trash service possibly being an issue.

Chris Goble, 4001 Crane Ave, resides directly behind the proposed rental. She was opposed to this being used as a short-term rental, stating they currently do not maintain their home. Her main concerns were parties, traffic, and parking.

**Commissioner Comments**
Commissioner O'Neill visited the property and saw adequate parking spots.

In response to Chair Wiley's question, Mr. Glaser confirmed that there is no active rental listing for the property. He also reviewed the parking requirements, noting that one parking space is required for each bedroom in the home.

Commissioner Young added that, according to Zillow, the home has 1,424 square feet above ground and 375 square feet below.

**Motion**
Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Virginia Ferguson seconded the motion. The motion was recommended for approval: Yes 7, No 0, Abstained 0.

**PUBLIC HEARINGS**

1. **Case 25-100-13 – Rezoning – 15430 & 15440 E. US 24 Highway –** A request to rezone the properties from R-6 (Single Family Residential) and C-2 (General Commercial) to R-6 (Single Family Residential).

**Staff Presentation**
Brian Harker presented the case. Mr. Harker presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses.

**Applicant Comments**
Amanda Kivet, attorney, work address is 1600 Genesee, Suite 635, KCMO 64102, speaking for applicant Ms. Bagby, who was out of the country. The property was purchased by the applicants' parents, Mr. and Mrs Yogi, in the 80's. She lives in Kansas and has a buyer, but needs it to be rezoned to correct the legal non-conforming classification.

**Public Comments**
No public comments.

**Motion**
Commissioner Dan O'Neill made a motion to approve the case. Commissioner Edward Nesbitt seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

2. **Case 25-100-14 – Rezoning – 11307 Aaron Lane –** A request to rezone the property from R-12 (Two Family Residential) and I-1 (Industrial) to R-6 (Single Family Residential).

**Staff Presentation**
Gabe Glaser presented the case. Mr. Glaser presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses.

**Applicant Comments**
Kody Lamming, 8509 Booth Ave, Raytown,MO. Project Manager. The home is currently a dangerous building and they would like approval to rezone to be able to rehab and save it from demolition to make it a livable property again.

**Public Comments**
No public comments.

**Motion**
Commissioner Eric Ashbaugh made a motion to approve the case. Commissioner Edward Nesbitt seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

3. **Case 25-200-06 – Special Use Permit – 104 E. Lexington Avenue –** A request by On The Square Convenience to operate a convenience store.

**Staff Presentation**
Mr. Glaser presented the case. Mr. Glaser presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses. Mr. Glaser reviewed the conditions of approval.

Responding to a question from Chair Wiley, Mr. Glaser explained the definition of a general store, noting that it typically offers a limited selection of grocery items. He stated that while a small portion of sales may include tobacco products, the City has reached its cap on smoke shop establishments. Additionally, he noted that if the applicant intends to sell intoxicating liquor in the future, they would be required to obtain a separate license from the City.

In response to Commissioner O'Neill's question, Mr. Glaser clarified that although there is a commercial suite facing Main Street, the primary entrance to the space is located on Lexington Avenue.

**Applicant Comments**
Jeremy Munden, 8303 S Noland Rd, Kansas City, MO, wants to provide a convenience store on the square.

**Public Comments**
No public comments.

**Motion**
Commissioner Dan O'Neill made a motion to approve the case. Commissioner Edward Nesbitt seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

4. **Case 25-175-02 - UDO Amendment #73 – Billboard Setback Requirements –** The City proposes Amendment #73 of the Unified Development Ordinance pertaining to billboard setback requirements.

**Staff Presentation**

Rick Arroyo presented the case. Mr. Arroyo explained that current regulations require billboards to be set back 500 feet from residential areas and certain uses such as schools, parks, playgrounds, hospitals, and churches. However, the existing code does not clearly define the method for measuring this distance.

This amendment also clarifies that the setback applies to the specified uses regardless of whether they are located within or outside the city limits. Additionally, it updates the terminology used in the separation requirements to align with the definitions provided in the UDO. For example, "churches" has been revised to "religious assembly," and "parks" to "parks/recreation," as these terms are formally defined in the UDO.

This amendment will provide clear guidance on how billboard setbacks are measured and applied, making the regulations easier to understand and implement for users.

**Public Comments**

No public comments.

**Commissioner Comments**

In response to Commissioner Ashbaugh's question, Mr. Arroyo stated this would apply to freestanding billboards that are along highways and not ones affixed to a building.

**Motion**

Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Jose Torres seconded the motion. The motion was approved Yes 6, No 1, Abstained 0.

**ROUNDTABLE - NEXT MEETING JUNE 24, 2025**

**ADJOURNMENT**

*The meeting was adjourned at 7:08 p.m.*

# City of Independence

AGENDA ITEM COVER SHEET

**Agenda Title:**

25-055 **1R** An ordinance approving a rezoning from District I-1 (Industrial) and R-12 (Two-Family Residential) to District R-6 (Single-Family Residential) for the property located at 11307 E. Aaron Lane. **1R**

**Recommendations:**

Commissioner Ashbaugh made a motion to recommend approval to rezone 11307 E Aaron Ln from I-1 (Industrial) and R-12 (Two-Family Residential) to R-6 (Single-Family Residential). A second was made by Commissioner Nesbitt. The Independence Planning Commission voted as follows:
Commissioner Nesbitt – Yes
Commissioner Ferguson – Yes
Commissioner Ashbaugh – Yes
Commissioner O'Neill – Yes
Commissioner Torres – Yes
Commissioner Young – Yes
Commissioner Wiley – Yes

The motion passed, and such application is forwarded to the City Council for its consideration. Staff recommends approval of this application.

**Background:**

**EXECUTIVE SUMMARY:**

A request by Mitchell Smith to rezone the property from R-12 (Two Family Residential) and I-1 (Industrial) to R-6 (Single Family Residential).

**PROPERTY'S HISTORY:**

The subject site is defined as Lot 5 of the Pleasant View subdivision, recorded in 1927. At the time of recording, the subject site was not located within Independence City limits but would be annexed in 1948. Jackson County property records indicate the subject site was developed in 1935.
Upon adoption of the Zoning Ordinance in 1965, the City assigned an M-1 (Light Manufacturing) zoning district designation to the north half of the subject site and an R-2 (Two Family) designation to the south half. The subject site was bisected by zoning district classifications.
Independence adopted amendments to the Zoning Ordinance in 1980, but the zoning classification of the subject site remained the same.
In 2009, the Unified Development Ordinance updated the zoning district classifications to I-1 (Industrial) and R-12 (Two-Family Residential). Since the adoption of the Zoning Ordinance, the subject site has been assigned two classifications—industrial and residential.

**PROPOSAL:**
A dangerous building case was initiated for the subject site in July 2024. At that time, the case was opened due to the structure being deemed unsanitary/unfit for habitation. Subsequently, the property owner submitted an application for a residential repair building permit. In accordance with Section **14-800-07 – Nonconforming uses**, the subject site is required to be rezoned, prior to the issuance of a building permit.

**PHYSICAL CHARACTERISTICS OF THE PROPERTY:**
Lot 5 of the Pleasant View subdivision is ±5,949 $ft^2$ in size. The lot is ±46 feet wide and ±135 feet deep. Sloping downhill in the rear, the subject site has a southerly aspect. The southern property line encroaches into the buffer of a first order stream part of the Sugar Creek watershed. The existing house is ±687 $ft^2$ in size, built in 1935.

**CHARACTERISTICS OF THE AREA:**
The subject site is located one block southeast of the Truman Road and Sterling Avenue intersection. This commercial corridor located generally to the north contains a variety of zoning district classifications and land uses, including a convenience store with gas sales, an auto repair shop, small box discount store, general retail, and medical services.
South of the subject site is predominantly composed of single-family subdivisions, including Sterling Avenue, Pleasant View, and Keal Lawn subdivisions. This area has housing stock of varying age, character, and design.
Aaron Lane is a short dead-end street serving six parcels. The north of Aaron Lane abuts commercial properties and a duplex, while the south side provides frontage for a row of three houses.

**Consistency with *Independence for All*, Strategic Plan:**
The proposed rezoning is supported by the Independence for All Strategic Plan to stabilize and revitalize neighborhoods. The applicant intends to rehabilitate a dangerous building. The rezoning is necessary to make the repairs.

**Comprehensive Plan Tools and Policies for the Current Designation:**
Imagine Independence 2040 designates a residential future land use classification for the subject site. This future land use classification matches the current land and proposed land use. Additionally, this rezoning proposal is supported by Imagine Independence 2040s guiding principle to, “Improve and maintain housing stock in established neighborhoods.”

**Sub-Area Plans:**
Although the subject site is located within the Downtown Redevelopment Area, the plan does not specifically apply to the proposed rezoning.

**Zoning:**
The subject site is currently bisected by two zoning classifications and was developed prior to the City’s adoption of the Zoning Ordinance. This rezoning request is corrective insofar that the site will be comprised wholly of one zoning classification. The proposed rezoning matches the proposed use of the property—single-family.

**Historic and Archeological Sites:**
There are no apparent historic or archeological issues with this property.

**Public Utilities:**
All utilities are existing/available at the subject site.

**Floodplain/Stream Buffer:**
The southern property boundary encroaches into the buffer of a first order stream part of the Sugar Creek watershed. The stream is not delineated on the existing plat for the property. If at any time in the future the property is replated, this first order stream is required to be delineated in the said recorded document.

**CIP Investments:**
The city does not have any capital improvement projects planned near this area.
Recommendations and decisions on rezoning applications must be based on consideration of all the following criteria:

1. **Conformance of the requested zoning with the Comprehensive Plan.**

*The Comprehensive Plan envisions residential uses for the area. Imagine Independence 2040 provides a guiding principle to, "Improve and maintain housing stock in established neighborhoods." Approval of this rezoning request will allow for the rehabilitation of a dangerous structure for single-family occupancy.*

2. **Conformance of the requested zoning with any adopted neighborhood or sub-area plans in which the property is located or abuts.**

*The Downtown Redevelopment Area plan does not apply to this rezoning request.*

3. **The compatibility of the proposed zoning with the zoning and use of nearby property, including any overlay zoning.**

*Single-family homes are located to the south of the subject site. There are a variety of zoning district classifications and land uses to the north, east and west of the subject site. The proposed rezoning is compatible with the zoning and use of nearby properties.*

4. **The compatibility of the proposed zoning and allowed uses with the character of the neighborhood.**

*The proposed R-6 zoning is compatible with the area's existing neighborhoods to the south.*

5. **The suitability of the subject property for the uses to which it has been restricted under the existing zoning regulations**.

*The subject site historically has been occupied as a single-family dwelling. This corrective rezoning will correct the contradiction between land use and zoning classification.*

6. **The length of time the subject property has remained vacant as zoned.**

*According to City records, the property has been vacant for 2 years.*

7. **The extent to which approving the rezoning will detrimentally affect nearby properties**.

*The rezoning should have no detrimental effect on area properties. The property was previously used for single-family occupancy and this rezoning aims to correct the contradictory land use and zoning classification.*

8. **The gain, if any, to the public health, safety, and welfare due to denial of the application, as compared to the hardship imposed upon the landowner, if any, as a result of denial of the application.**

*If rezoning is denied, it is likely the property will not be developed for single-family residential use.*

Draft Planning Commission minutes are attached.

**Emergency Justification:**

**Fiscal Impact:**

**Council Action:**

---

**Department / Contact** Community Development /

---

**REVIEWERS**
Tom Scannell
Jeremy Cover
Zachary Walker
Susanne Holland

**ATTACHMENTS:**
1. Draft Ordinance 25-100-14 - PDF
2. Draft Ordinance 25-100-14 - Word
3. Rezoning Staff Report-25-100-14

4. Application
5. Notification Letter
6. Notification Addresses
7. Notification Area Map
8. Affidavit
9. Comprehensive Plan
10. Zoning Map
11. Planning Commission Meeting Minutes 06-10-25

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A REZONING FROM DISTRICT I-1 (INDUSTRIAL) AND R-12 (TWO-FAMILY RESIDENTIAL) TO DISTRICT R-6 (SINGLE-FAMILY RESIDENTIAL) FOR THE PROPERTY LOCATED AT 11307 E. AARON LANE.

WHEREAS, a request by the City of Independence to rezone the property located at 11307 E Aaron Ln from District I-1 (Industrial) and R-12 (Two-Family Residential) to District R-6 (Single-Family Residential) was referred to the Planning Commission as required by the Unified Development Ordinance; and,

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

WHEREAS, after due public notice in the manner prescribed by law, the Planning Commission held a public hearing for the consideration of the request on June 10, 2025, and rendered a report to the City Council recommending the rezoning be approved by a vote of 7-0; and,

WHEREAS, in accordance with the Unified Development Ordinance, it was determined that the rezoning was consistent with the review criteria in Section 14-701-02; and,

WHEREAS, after due public notice in the manner prescribed by law, the City Council held a public hearing and rendered a vote of approval for the Rezoning of said property; and,

WHEREAS, no legal protests were signed, acknowledged, and presented for the application.

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

SECTION 1. That the following legally described property is hereby rezoned from District I-1 (Industrial) and R-12 (Two-Family Residential) to District R-6 (Single-Family Residential) and shall be subject to the regulations of said district:

PLEASANT VIEW; LOT 5

SECTION 2. Nonseverability. All provisions of this ordinance are so essentially, and inseparable connected with, and so dependent upon, each other that no such provision would be enacted without all others. If a court of competent jurisdiction enters a final judgement on the merits that is not subject to appeal and that declares any provision or part of this ordinance void, unconstitutional, or unenforceable, then this ordinance, in its collective entirety, is invalid and

shall have no legal effect as of the date of such judgement.

SECTION 3. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this ordinance, as determined by the City Clerk and City Counselor, may be corrected with the endorsement of the City Manager without the need to come before City Council.

SECTION 4. That failure to comply with all the provisions contained in this ordinance shall constitute violations of both this ordinance and Chapter 14, the Unified Development Ordinance, of the Code of the City of Independence, Missouri.

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

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

ATTEST:

_____
City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
City Counselor

REVIEWED BY:

_____
City Manager

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A REZONING FROM DISTRICT I-1 (INDUSTRIAL) AND R-12 (TWO-FAMILY RESIDENTIAL) TO DISTRICT R-6 (SINGLE-FAMILY RESIDENTIAL) FOR THE PROPERTY LOCATED AT 11307 E. AARON LANE.

WHEREAS, a request by the City of Independence to rezone the property located at 11307 E Aaron Ln from District I-1 (Industrial) and R-12 (Two-Family Residential) to District R-6 (Single-Family Residential) was referred to the Planning Commission as required by the Unified Development Ordinance; and,

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

WHEREAS, after due public notice in the manner prescribed by law, the Planning Commission held a public hearing for the consideration of the request on June 10, 2025, and rendered a report to the City Council recommending the rezoning be approved by a vote of 7-0; and,

WHEREAS, in accordance with the Unified Development Ordinance, it was determined that the rezoning was consistent with the review criteria in Section 14-701-02; and,

WHEREAS, after due public notice in the manner prescribed by law, the City Council held a public hearing and rendered a vote of approval for the Rezoning of said property; and,

WHEREAS, no legal protests were signed, acknowledged, and presented for the application.

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

SECTION 1. That the following legally described property is hereby rezoned from District I-1 (Industrial) and R-12 (Two-Family Residential) to District R-6 (Single-Family Residential) and shall be subject to the regulations of said district:

PLEASANT VIEW; LOT 5

SECTION 2. Nonseverability. All provisions of this ordinance are so essentially, and inseparable connected with, and so dependent upon, each other that no such provision would be enacted without all others. If a court of competent jurisdiction enters a final judgement on the merits that is not subject to appeal and that declares any provision or part of this ordinance void, unconstitutional, or unenforceable, then this ordinance, in its collective entirety, is invalid and

shall have no legal effect as of the date of such judgement.

SECTION 3. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this ordinance, as determined by the City Clerk and City Counselor, may be corrected with the endorsement of the City Manager without the need to come before City Council.

SECTION 4. That failure to comply with all the provisions contained in this ordinance shall constitute violations of both this ordinance and Chapter 14, the Unified Development Ordinance, of the Code of the City of Independence, Missouri.

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

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

ATTEST:

_____
City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
City Counselor

REVIEWED BY:

_____
City Manager

# Planning Commission
## Staff Report

**MEETING DATE:** June 10, 2025 **STAFF:** Gabe Glaser, Planner

**PROJECT NAME:** 11307 E Aaron Ln Rezoning

**CASE NUMBER/REQUEST:** **Case 25-100-14 – Rezoning – 11307 Aaron Lane –** A request by Mitchell Smith to rezone the property from R-12 (Two Family Residential) and I-1 (Industrial) to R-6 (Single Family Residential).

**APPLICANT:** Mitchell Smith

**PROPERTY LOCATION:** 11307 E Aaron Ln

**SURROUNDING ZONING/LAND USE:**

**North:** C-2 (General Commercial)Vacant
R-12 (Two Family Residential)Duplex
**East:** I-1 (IndustrialSingle-Family Residence
R-12 (Two Family Residential)
**South:** R-12 (Two Family Residential)Single-Family Residence
**West:** I-1 (Industrial)Single-Family Residence
R-12 (Two Family Residential)

**PUBLIC NOTICE**:
- Letters to property owners – May 13, 2025
- Public Notice published in the Independence Examiner – May 24, 2025
- Signs posted on property – May 23, 2025

**FURTHER ACTION:**
Following action by the Planning Commission, this rezoning request is scheduled for first reading by the City Council on July 7, 2025 and the public hearing/second reading on July 21, 2025

## RECOMMENDATION

Staff recommends **APPROVAL** of this rezoning request.

## PROJECT DESCRIPTION & BACKGROUND INFORMATION

**PROJECT DESCRIPTION:** A request by Mitchell Smith to rezone the property from R-12 (Two Family Residential) and I-1 (Industrial) to R-6 (Single Family Residential).

**Current Zoning:** I-1 (Industrial) and R-12 (Two Family Residential) **Proposed Zoning:** R-6 (Single Family Residential)

**Current Use:** Vacant **Proposed Use:** Single-Family Occupancy

**Zoning History** 1965 – 1980: R-1 (Single-Family Residential)
1980 - 2009: R-1b (Single-Family Residential)
2009 - Present: R-6 (Single-Family Residential)

**Property History:**
The subject site is defined as Lot 5 of the Pleasant View subdivision recorded in 1927. At the time of recording, the subject site was not located within Independence City limits but would be annexed in 1948. Jackson County property records indicate the subject site was developed in 1935.

Upon adoption of the Zoning Ordinance in 1965, the City assigned an M-1 (Light Manufacturing) zoning district designation to the North half of the subject site and an R-2 (Two Family) designation to the South half. The subject site was bisected by zoning district classifications.

Independence adopted amendments to the Zoning Ordinance in 1980, but the zoning classification of the subject site remained the same.

In 2009, the Unified Development Ordinance updated the zoning district classifications to I-1 (Industrial) and R-12 (Two Family Residential). Since the adoption of the Zoning Ordinance, the subject site has been assigned two classifications—industrial and residential.

**Proposal:**

A dangerous building case was initiated for the subject site in July of 2024. At that time, the case was opened due to the structure being deemed unsanitary/unfit for habitation. Subsequently, the property owner submitted an application for a residential repair building permit. In accordance with Section **14-800-07 – Nonconforming uses**, the subject site is required to be rezoned, prior to the issuance of a building permit.

**Physical Characteristics of Property:**
Lot 5 of the Pleasant View subdivision is ±5,949 $ft^2$ in size. The lot is ±46 feet wide and ±135 feet deep. Sloping downhill in the rear, the subject site has a Southerly aspect. The southern property line encroaches into the buffer of a first order stream part of the Sugar Creek watershed. The existing house is ±687 $ft^2$ in size, built in 1935.

**Characteristics of the Area:**
The subject site is located one block southeast of the Truman Road and Sterling Avenue intersection. This commercial corridor located generally to the North contains a variety of zoning district classifications and land uses, including a convenience store with gas sales, an auto repair shop, small box discount store, general retail, and medical services.

South of the subject site is predominantly composed of single-family subdivisions, including Sterling Avenue, Pleasant View, and Keal Lawn subdivisions. This area contains housing stock of varying age, character, and design.

Aaron Lane is a short dead-end street serving six parcels. The north of Aaron Lane abuts commercial properties and a duplex while the south side provides frontage for a row of three houses.

## ANALYSIS

**Consistency with *Independence for All*, Strategic Plan:**
The proposed rezoning is supported by the Independence for All Strategic Plan to stabilize and revitalize neighborhoods. The applicant intends to rehabilitate a dangerous building. The rezoning is necessary to make the repairs.

**Comprehensive Plan Tools and Policies for the Current Designation:**
Imagine Independence 2040 designates a residential future land use classification for the subject site. This future land use classification matches the current land and proposed land use. Additionally, this rezoning proposal is supported by Imagine Independence 2040's guiding principle to, "Improve and maintain housing stock in established neighborhoods."

**Sub-Area Plans:**
Although the subject site is located within the Downtown Redevelopment Area, the plan does not specifically apply to the proposed rezoning.

**Zoning:**
The subject site is currently bisected by two zoning classifications and was developed prior to the City's adoption of the Zoning Ordinance. This rezoning request is corrective insofar that the site will be comprised wholly of one zoning classification. The proposed rezoning matches the proposed use of the property—single-family.

**Public Utilities:**
Utilities are existing/available to the subject site

**Floodplain/Stream Buffer:**
The southern property boundary encroaches into the buffer of a first order stream part of the Sugar Creek watershed. The stream is not delineated on the existing plat for the property. If at any time in the future the property is replated, this first order stream is required to be delineated on the said recorded document.

**CIP Investments:**
The city does not have any capital improvements projects planned near this area.

## REVIEW CRITERIA

Recommendations and decisions on rezoning applications must be based on consideration of all the following criteria:

1. **Conformance of the requested zoning with the Comprehensive Plan.**
   *The Comprehensive Plan envisions residential uses for the area. Imagine Independence 2040 provides a guiding principle to, "Improve and maintain housing stock in established neighborhoods." Approval of this rezoning request will allow for the rehabilitation of a dangerous structure for single-family occupancy.*

2. **Conformance of the requested zoning with any adopted neighborhood or sub-area plans in which the property is located or abuts.**
   *The Downtown Redevelopment Area plan does not apply to this rezoning request.*

3. **The compatibility of the proposed zoning with the zoning and use of nearby property, including any overlay zoning.**
   *Single family homes are located to the south of the subject site. There are a variety of zoning district classifications and land uses to the north, east and west of the subject site. The proposed rezoning is compatible with the zoning and use of nearby properties.*
4. **The compatibility of the proposed zoning and allowed uses with the character of the neighborhood.**
   *The proposed R-6 zoning is compatible with the area's existing neighborhoods to the south.*
5. **The suitability of the subject property for the uses to which it has been restricted under the existing zoning regulations**.
   *The subject site historically has been occupied as a single-family dwelling. This corrective rezoning will correct the contradiction between land use and zoning classification.*
6. **The length of time the subject property has remained vacant as zoned.**
   *According to City records, the property has been vacant for 2 years.*
7. **The extent to which approving the rezoning will detrimentally affect nearby properties**.
   *The rezoning should have no detrimental effect on area properties. The property was previously used for single-family occupancy and this rezoning aims to correct the contradictory land use and zoning classification.*
8. **The gain, if any, to the public health, safety, and welfare due to denial of the application, as compared to the hardship imposed upon the landowner, if any, as a result of denial of the application.**
   *If rezoning is denied, it is likely the property will not be developed for single-family residential use.*

**EXHIBITS**

1. Application
2. Notification letter
3. Address List
4. Notification Area Map
5. Affidavit
6. Comprehensive Plan map
7. Zoning map

INDEPENDENCE
• MISSOURI •

# Planning and Zoning
Application Form

Community Development
111 E. Maple Avenue
Independence, MO 64050
(816) 325-7421
cdplanning@indepmo.org

## Application Type (check all that apply)

| Land Use | Land Subdivision | Site Development | Use Permit | Other |
|---|---|---|---|---|
| ☐ Rezoning<br>☑ PUD Rezoning | ☐ Preliminary Plat<br>☐ Final Plat<br>☐ Minor Subdivision | ☐ Final Site Plan<br>☐ Preliminary Dev Plan<br>☐ Final Dev Plan (PUD) | ☐ Special Use<br>☐ Homebased Business | ☐ Admin. Adjustment<br>☐ Variance<br>☐ Street Name Change<br>☐ Special Sign Permit |

## Project Information and Location

11307 Aarron Ln
Project Name

11307 Aaron Ln Independene mo 64052
Project Address/Location

| Sq. Ft. of Building | Acreage | Number of Lots/Tracts | Steam Buffer (Yes or No) |
|---|---|---|---|
| 680 | 5,663 saf | 1 | Yes |

| Existing Zoning | Proposed Zoning | Existing Land Use | Proposed Land Use |
|---|---|---|---|
| M1 | R-6 | SF Residence | SF Residence |

## Basic Application Requirements (See the Planning & Zoning Application Guide for additional requirements)

| | |
|---|---|
| ☒ Completed & Signed Application Form | ☐ One 24" x 36" set of plans for Land Sub. & Site Dev. |
| ☒ Application Fee | ☐ One PDF copy of a plat map or site plan |
| ☐ Cover Letter Describing Details of Project | ☐ Legal Description of the property in question |

## Contact Information

***Applicant***

Mitchell Smith
Name — Company

18614 E 19th Terr S Indep mo
Address

816-518-1723 mitchSmith2020@icloud.com
Phone — Email

***Owner***

Mitchell Smith
Name — Company

11614 E 19th Terr S Indep MO 64057
Address

816-518-1723
Phone — Email

***Architect/Engineer/Surveyor/Other:*** G.C.

Kody Lamming Dynamic Construction Group
Name — Company

11312 E. 23rd St S. Independence MO 64052
Address

816-405-7813 Kody.Lamming@dynamicCg.pro
Phone — Email

***Architect/Engineer/Surveyor/Other:***

Name — Company

Address

Phone — Email

The applicant hereby agrees that the information provided above is accurate.

Mitchell Smith 04-18-25
Applicant's Signature — Date

Mitchell Smith 04-18-25
Owner's Signature — Date

May 2022

# Property Owner Notification Letter
**City of Independence, Missouri**

Date: 04-28-2025 Case No. 25-100-14

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:** Rezone, renovate, Bring up to code.

**Applicant:** Mitchell Smith

**Location of Property:** 11307 Aaron Ln Independence mo 64052

**Planning Commission Meeting Date:** June 10th, 2025, at 6:00 p.m.

**City Council Meeting Date:** July 21st, 2025, at 6:00 p.m.

**Location of public hearings:** City Council Chambers, City Hall
111 E Maple Ave, Independence, Missouri, 64050

All interested persons are invited to attend and will have an opportunity to be heard at the full public hearing (Planning Commission).

REZONINGS ONLY: You may file a protest petition with the Community Development Department. For more information or to get copies of a petition, please contact Planning staff at 816-325-7421.

Mitchell Smith
Applicant (or Owner/Agent)

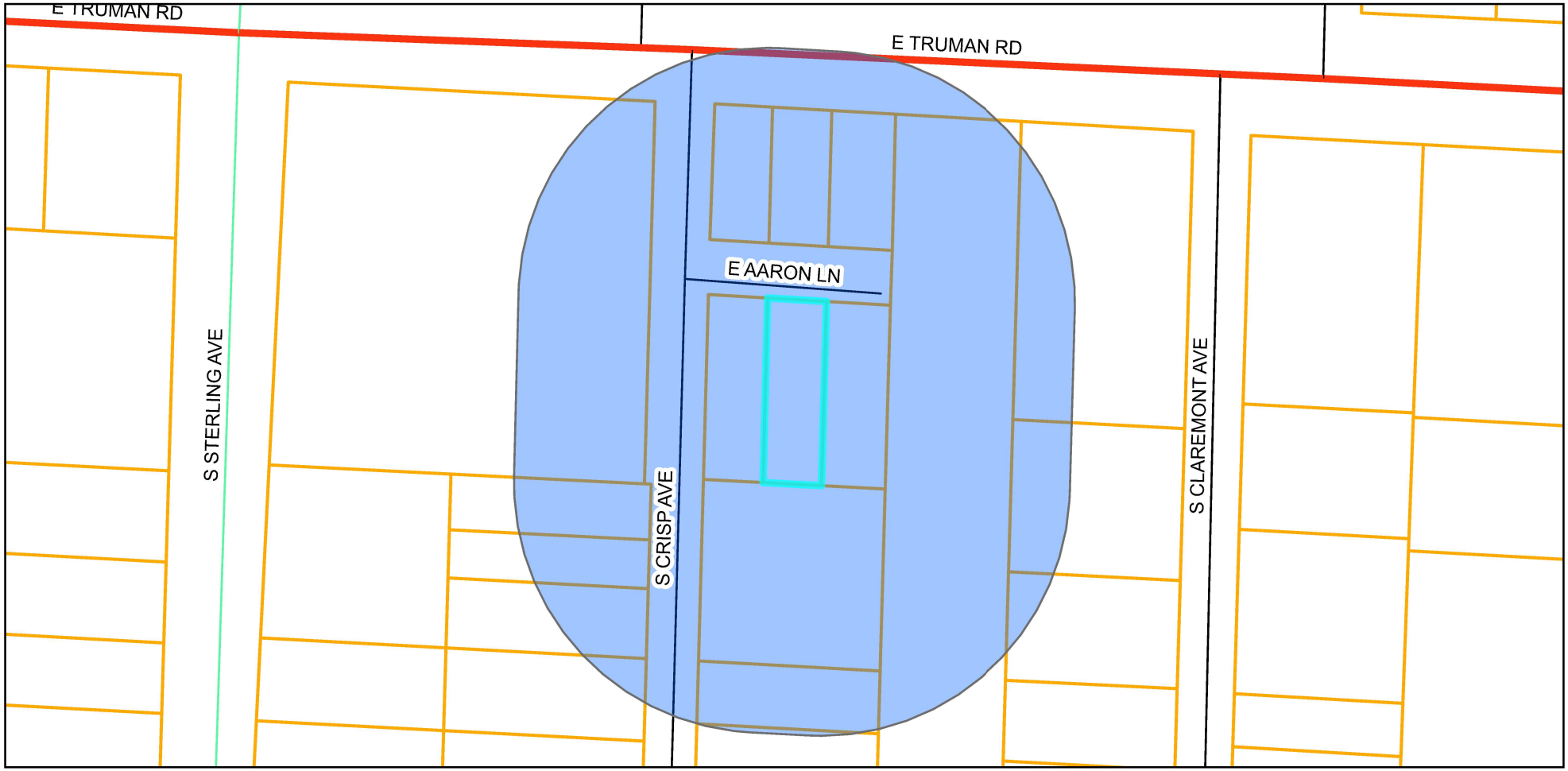
For more information, contact the Community Development Department at 816-325-7421.

| Property Address | Property Owner | Owner Address | City | State | ZIP Code |
|---|---|---|---|---|---|
| 11201 E TRUMAN RD | WEST PALM REAL ESTATE MANAGEMENT LLC | 125 BRAZILIAN AVE | PALM BEACH | FL | 33480 |
| 11300 E AARON LN | CARDOSO EDILBERTO | 11300 E AARON LN | INDEPENDENCE | MO | 64052 |
| 11303 E TRUMAN RD | CARDOSO EDILBERTO | 15906 E SALISBURY RD | INDEPENDENCE | MO | 64050 |
| 11305 E AARON LN | LOPEZ JOEL A VILLATORO | 2315 NORTHERN AVE | KANSAS CITY | MO | 64127 |
| 11307 E AARON LN | SMITH MITCHELL L | 18614 E 19TH TER S | INDEPENDENCE | MO | 64057 |
| 11308 E AARON LN | NELSON BUTCH O | 11308 AARON LN | INDEPENDENCE | MO | 64052 |
| 11309 E AARON LN | DIZDAREVIC ALMINA | 11309 AARON LN | INDEPENDENCE | MO | 64052 |
| 11321 E TRUMAN RD | RYANS LLC | 10800 E WINNER RD | INDEPENDENCE | MO | 64052 |
| 11323 E TRUMAN RD | RYANS LLC | 10800 E WINNER RD | INDEPENDENCE | MO | 64052 |
| 1202 S CLAREMONT AVE | MCBRIEN JOHN | 1204 S CLAREMONT ST | INDEPENDENCE | MO | 64052 |
| 1204 S CLAREMONT AVE | MCBRIEN JOHN | 1204 CLAREMONT | INDEPENDENCE | MO | 64052 |
| 1204 S CRISP AVE | LAZENBY KEEGAN PATRICK | 1204 S CRISP AVE | INDEPENDENCE | MO | 64052 |
| 1206 S CRISP AVE | DIEHL RONALD DUANE | 1206 S CRISP AVE | INDEPENDENCE | MO | 64052 |
| 1208 S CRISP AVE | GARCIA CORTES RAUL & YADIR BARRAZA IRMA | 1208 S CRISP AVE | INDEPENDENCE | MO | 64052 |
| 1210 S CRISP AVE | SANDERS CLAIRE | 1210 S CRISP AVE | INDEPENDENCE | MO | 64052 |
| 1229 S CRISP AVE | MENJIVAR CARLOS EDUARDO & ABREGO SORIANO IRIS SUYAPA | 4826 CR 513 | STEPHENVILLE | TX | 76401 |
| 1235 S CRISP AVE | LAND TRUST OF JACKSON COUNTY MISSOURI | 4035 CENTRAL ST | KANSAS CITY | MO | 64111-2207 |
| 1237 S CRISP AVE | ALVARADO ORNELAS REMIGO & SOTO MARINA | 1237 S CRISP AVE | INDEPENDENCE | MO | 64052 |

# Notification Area Map

11307 E Aaron Ln

Case #25-100-14




**Legend**

- Notification Area
- Parcels

0 50 100 200 Feet

N

Prepared For: Planning Commission
Community Development Department
Meeting Date: June 10, 2025

# Property Owner Notification Affidavit

STATE OF MISSOURI

COUNTY OF JACKSON

Case No. 25-100-14

I, Mitchell Smith, 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 13 day of May, 2025.

Mitchell Smith

Signature of Agent, Owner or Attorney

Subscribed and sworn to before me this 21 day of May, 2025.

Notary Public

5/9/26

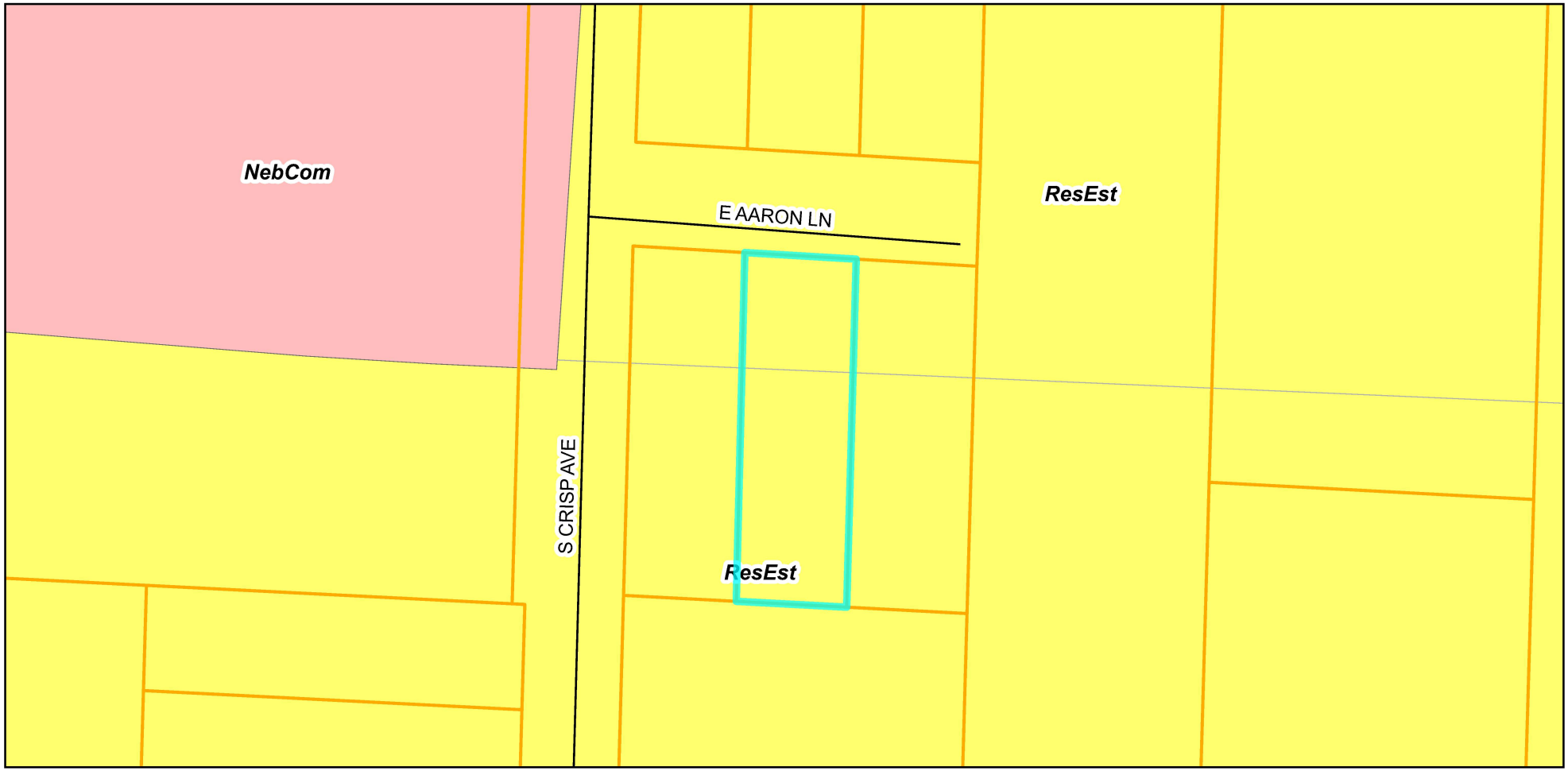
Commission Expiration Date

JOHN ELLIOTT TRUSSELL
COMM. EXPIRES 05/09/2026
NOTARY PUBLIC NOTARY SEAL
22452442
JACKSON COUNTY
STATE OF MISSOURI

# Comprehensive Plan Map

11037 E Aaron Ln

Case #25-100-14




**Legend**

Parcels

Comprehensive Plan

Residential Neighborhoods

Neighborhood Commercial

N

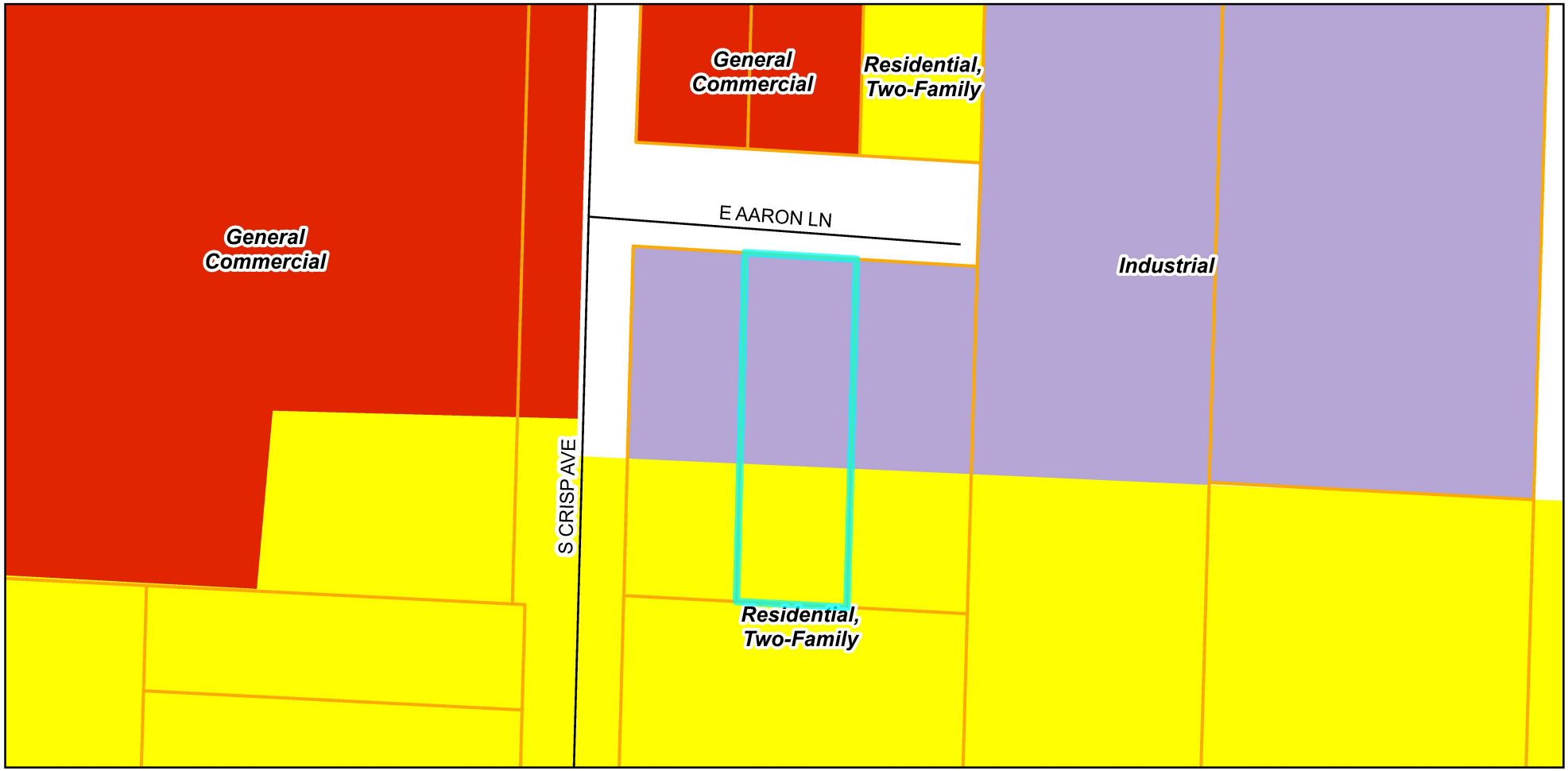
0 50 100 200 US Feet

Prepared For: Planning Commission
Meeting Date: June 10, 2025

# Zoning Map

11037 E Aaron Ln

Case #25-100-14




**Legend**

Parcels

Zoning District

- C-2
- I-1
- R-12

N

0 50 100 200 US Feet

Prepared For: Planning Commission
Meeting Date: June 10, 2025

INDEPENDENCE
MISSOURI
A GREAT AMERICAN STORY

# Planning Commission Minutes

June 10, 2025 6:00 PM

City Hall, 111 E. Maple Avenue (Ground Floor), Council Chambers

**CALL TO ORDER**

A meeting of the Planning Commission was held at 6:00 PM on 6/10/2025, in the 111 E Maple Avenue, Independence, MO 64050. The meeting was called to order.

**ROLL CALL**

Upon roll call, the following members were present - Laurie Dean Wiley, Eric Ashbaugh, Edward Nesbitt, Dan O'Neill, Virginia Ferguson, Jose Torres, Michael Young.

**CONSENT AGENDA**

The Consent Agenda consists of routine items of business to be acted upon by the Planning Commission with little or no public discussion. The staff or committee recommendation for each item is included in the Planning Commission packet. Any item may be removed by a commissioner or staff member to become part of the regular agenda.

**Motion**

Commissioner Edward Nesbitt made a motion to approve the Consent Agenda. Commissioner Virginia Ferguson seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

1. **Planning Commission Minutes – May 13, 2025**

2. **Case 25-320-02 – Final Plat – Tybrook 2nd Plat –** A request by Jim Pollard for approval of a Final Plat located west of Powell Road north of Truman Road.

**OTHER BUSINESS**

1. **Case 25-400-05 – Short-Term Rental – 14901 E. 40th St S** – A request by Hannah Mullins to operate a Short-Term Rental.

**Motion**
Commissioner Michael Young made a motion to move up the case on the Agenda following the Consent Agenda. Commissioner Jose Torres seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

**Staff Presentation**
Gabe Glaser presented the case. Mr. Glaser presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses. Mr. Glaser reviewed the conditions of approval.

**Applicant Comments**
Hannah Mullins, 14901 E 40th St S, and her husband currently reside in the home but will not live there while it is being rented. They intend to install a privacy fence and comply with the other conditions outlined by Staff.

In response to Commissioner Nesbitt's question, the applicant clarified that the address listed on the application is a family residence where they will stay during the rental period.

Mr. Glaser noted that Staff were not previously aware the owners occupied the property. He also clarified the distinctions in the city code between Short-Term Rentals and Bed and Breakfast establishments.

Mr. Glaser further reported that a formal legal protest petition, signed by 12 residents, was submitted. This satisfies the city code provision that in such cases, the Planning Commission's vote serves only as a recommendation and the matter will proceed to the City Council for final approval.

Responding to Commissioner Nesbitt's inquiry, Ms. Mullins confirmed the home has a total of 1,800 square feet, including the basement. She added that the basement will remain locked and inaccessible to renters.

Addressing public concerns, Ms. Mullins emphasized that parties are strictly prohibited and this rule will be enforced. She stated that the lawn is mowed weekly and, although unsure if she is permitted to touch the power pole due to safety concerns, she is willing to address it. Additionally, a parking plan has been developed in accordance with City guidelines.

**Public Comments**
Kelly Edwards, 14904 E 40th St. S, stated her support and was appreciative of the letter the applicants sent out providing their contact information and the plan for the rental.

Megan Stirco, 14908 E. 40th St. S, was also in full support and trusts it will be well maintained.

Sharon Jessin, 4229 S State Ave, was not in support; her concerns were the zoning, traffic, parking, and trash service possibly being an issue.

Chris Goble, 4001 Crane Ave, resides directly behind the proposed rental. She was opposed to this being used as a short-term rental, stating they currently do not maintain their home. Her main concerns were parties, traffic, and parking.

**Commissioner Comments**
Commissioner O'Neill visited the property and saw adequate parking spots.

In response to Chair Wiley's question, Mr. Glaser confirmed that there is no active rental listing for the property. He also reviewed the parking requirements, noting that one parking space is required for each bedroom in the home.

Commissioner Young added that, according to Zillow, the home has 1,424 square feet above ground and 375 square feet below.

**Motion**
Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Virginia Ferguson seconded the motion. The motion was recommended for approval: Yes 7, No 0, Abstained 0.

**PUBLIC HEARINGS**

1. **Case 25-100-13 – Rezoning – 15430 & 15440 E. US 24 Highway –** A request to rezone the properties from R-6 (Single Family Residential) and C-2 (General Commercial) to R-6 (Single Family Residential).

**Staff Presentation**
Brian Harker presented the case. Mr. Harker presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses.

**Applicant Comments**
Amanda Kivet, attorney, work address is 1600 Genesee, Suite 635, KCMO 64102, speaking for applicant Ms. Bagby, who was out of the country. The property was purchased by the applicants' parents, Mr. and Mrs Yogi, in the 80's. She lives in Kansas and has a buyer, but needs it to be rezoned to correct the legal non-conforming classification.

**Public Comments**
No public comments.

**Motion**
Commissioner Dan O'Neill made a motion to approve the case. Commissioner Edward Nesbitt seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

2. **Case 25-100-14 – Rezoning – 11307 Aaron Lane –** A request to rezone the property from R-12 (Two Family Residential) and I-1 (Industrial) to R-6 (Single Family Residential).

**Staff Presentation**
Gabe Glaser presented the case. Mr. Glaser presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses.

**Applicant Comments**
Kody Lamming, 8509 Booth Ave, Raytown,MO. Project Manager. The home is currently a dangerous building and they would like approval to rezone to be able to rehab and save it from demolition to make it a livable property again.

**Public Comments**
No public comments.

**Motion**
Commissioner Eric Ashbaugh made a motion to approve the case. Commissioner Edward Nesbitt seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

3. **Case 25-200-06 – Special Use Permit – 104 E. Lexington Avenue –** A request by On The Square Convenience to operate a convenience store.

**Staff Presentation**
Mr. Glaser presented the case. Mr. Glaser presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses. Mr. Glaser reviewed the conditions of approval.

Responding to a question from Chair Wiley, Mr. Glaser explained the definition of a general store, noting that it typically offers a limited selection of grocery items. He stated that while a small portion of sales may include tobacco products, the City has reached its cap on smoke shop establishments. Additionally, he noted that if the applicant intends to sell intoxicating liquor in the future, they would be required to obtain a separate license from the City.

In response to Commissioner O'Neill's question, Mr. Glaser clarified that although there is a commercial suite facing Main Street, the primary entrance to the space is located on Lexington Avenue.

**Applicant Comments**
Jeremy Munden, 8303 S Noland Rd, Kansas City, MO, wants to provide a convenience store on the square.

**Public Comments**
No public comments.

**Motion**
Commissioner Dan O'Neill made a motion to approve the case. Commissioner Edward Nesbitt seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

4. **Case 25-175-02 - UDO Amendment #73 – Billboard Setback Requirements –** The City proposes Amendment #73 of the Unified Development Ordinance pertaining to billboard setback requirements.

**Staff Presentation**

Rick Arroyo presented the case. Mr. Arroyo explained that current regulations require billboards to be set back 500 feet from residential areas and certain uses such as schools, parks, playgrounds, hospitals, and churches. However, the existing code does not clearly define the method for measuring this distance.

This amendment also clarifies that the setback applies to the specified uses regardless of whether they are located within or outside the city limits. Additionally, it updates the terminology used in the separation requirements to align with the definitions provided in the UDO. For example, "churches" has been revised to "religious assembly," and "parks" to "parks/recreation," as these terms are formally defined in the UDO.

This amendment will provide clear guidance on how billboard setbacks are measured and applied, making the regulations easier to understand and implement for users.

**Public Comments**

No public comments.

**Commissioner Comments**

In response to Commissioner Ashbaugh's question, Mr. Arroyo stated this would apply to freestanding billboards that are along highways and not ones affixed to a building.

**Motion**

Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Jose Torres seconded the motion. The motion was approved Yes 6, No 1, Abstained 0.

**ROUNDTABLE - NEXT MEETING JUNE 24, 2025**

**ADJOURNMENT**

*The meeting was adjourned at 7:08 p.m.*

# City of Independence

AGENDA ITEM COVER SHEET

**Agenda Title:**

25-056 **1R** An ordinance approving a Special Use Permit to operate a convenience store without fuel sales at 104 E. Lexington Avenue, in Independence, Missouri. **1R**

**Recommendations:**

Commissioner O'Neill made a motion to recommend the approval of case 25-200-06, an application for a Special Use Permit to allow a convenience store without fuel sales at 104 E Lexington Ave with the following conditions:

1. The applicant must comply with all use regulations as prescribed by Section 14-426
2. The applicant must obtain a certificate of occupancy for the commercial space, in accordance with Section 14-708 of the City Code, and comply with all requirements of the Building Official
3. The applicant must obtain and maintain an Independence business license in accordance with Chapter 5 of the City Code
4. The applicant must obtain and maintain an Independence health permit in accordance with Chapter 11 of the City Code

A second to the motion was made by Commissioner Nesbitt. The Independence Planning Commission voted as follows:
Commissioner Nesbitt – Yes
Commissioner Ferguson – Yes
Commissioner Ashbaugh– Yes
Commissioner O'Neill – Yes
Commissioner Torres – Yes
Commissioner Young – Yes
Commissioner Wiley – Yes

The motion passed 7-0 and the application is forwarded to the City Council for its consideration. Staff recommends approval of this application.

**Background:**

**PROJECT DESCRIPTION:** The applicant seeks special use permit approval for a convenience store.

**PROPOSAL:** Whereas a convenience store is defined by City Code as a retail establishment engaging in the sale of limited grocery items, prepackaged food, site-prepared food (e.g. hot dogs, salads, etc.), tobacco products, and consumer goods, Section 14-426-02-A. requires special use permit approval for any proposed convenience store less than 500 feet from any residence, church, school, or park. The applicant has provided a floor plan indicating the sale of prepackaged goods, refrigerated groceries, and fountain drinks. Currently, the applicant has

not indicated any sales of prepackaged liquor. If, however, they wish to engage in the sale of prepackaged liquor, a separate liquor license application will be required to be reviewed by the city council. Pending city council's determination, the applicant will need to complete a change of use commercial building permit for the planned layout of the store. At that time, the City will inspect the interior of the commercial space and issue a certificate of occupancy prior to operations.

**PHYSICAL CHARACTERISTICS OF THE PROPERTY:** This parcel contains a total area of approximately 1,988 $ft^2$. The site consists of a three-story building containing a mix of commercial and residential uses. City records indicate a total of four residential dwelling units located above street level. An existing tenant space, located on the ground level, ±551 $ft^2$ in size, is intended to be used for the convenience store. The commercial space consists of predominantly open space which will be occupied by display shelves, refrigerated coolers, and a soda fountain. The subject site lies at the corner of Lexington Avenue and Main Street. The primary entrance to the commercial space is located off Lexington Avenue.

**ZONING HISTORY:** The subject site is part of Lot 53 of the Independence Old Town subdivision recorded in 1827. This was part of the original plat of the Town of Independence.
Upon the adoption of the Zoning Ordinance in 1965, the property was designated as C-2 (General Commercial). In 1980, the city adopted amendments to the Zoning Ordinance and the zoning classification of the subject site remained C-2 (General Commercial). Finally, upon adoption of the Unified Development Ordinance in 2009, the zoning classification of the subject site remained C-2 (General Commercial). The property has remained under a general commercial classification since the adoption of the Zoning Ordinance.

**CHARACTERISTICS OF THE AREA:** The subject site is located caddy corner to the Jackson County Historic Courthouse in the center of Independence Square.
While the area consists of a single zoning classification (General Commercial), surrounding properties contain a variety of land uses. This includes public/civic uses, residential dwellings, office space, general retail, and eating/drinking establishments.

**ANALYSIS**

**Consistency with *Independence for All*, Strategic Plan:**
The proposed special use permit is supported by Independence for All, Strategic Plan's goals of increasing economic prosperity of the community by growing business.

**Comprehensive Plan Guiding Land Use Principles:**
Imagine Independence 2040 encourages small-scale retail establishments integrated into neighborhoods. The proposed redevelopment has the potential to service the surrounding community and provide a walkable retail establishment.

**Historic and Archeological Sites:**
The subject site is located within the Harry S. Truman National Historic District.

**Public Utilities:**
All public utilities exist and are available to serve the proposed use.

**Floodplain/Stream Buffer:**
The subject site is not affected by waterways, stream buffers, or floodplains.

**CIP Investments:**
The Downtown Square Streetscape Improvement Project is currently underway, which includes landscaping, lighting, bicycle and pedestrian accommodations, and other hardscape features and ADA accessibility.

**Parking and Sidewalks:**
Street parking is available for businesses located in Independence Square.
Improvements to sidewalks and other pedestrian facilities are currently underway, as part of the Downtown Square Streetscape Improvement Project.

**REVIEW CRITERIA:**
Recommendations and decisions on special use permit applications must be based on consideration of all the following criteria:

1. **Compatibility of the proposed use with the character of the neighborhood.**

*The proposed convenience store fits within the character of the neighborhood. The existing commercial space can readily accommodate general retail sales.*

2. **The extent to which the proposed use is compatible with the adjacent zoning and uses.**

*The proposed use is compatible with adjacent zoning and land uses. The entirety of the Independence Square is designated under a C-2 (General Commercial) zoning classification. One of the C-2 (General Commercial) classification's purposes is to accommodate community serving retail sales. With a mix of residential dwellings, public/civic uses, and walkable pedestrian facilities, the proposed convenience store has the potential to serve residents, employees, and visitors alike.*

3. **The impact of the proposed use on public facilities.**

*No adverse impacts to public facilities are expected.*

4. **The suitability of the property for the permitted uses to which it has been restricted under the applicable zoning district regulations.**

*The subject site is well-suited to accommodate the proposed use.*

5. **The extent to which the proposed use may injure or detrimentally affect the use of enjoyment of property in the area.**

*No detrimental effects are foreseen on the use of enjoyment of property in the area.*

6. **The extent to which the proposed use will create excessive stormwater runoff, air pollution, noise pollution or other environmental harm.**

*No environmental harm caused by the proposed use is foreseen. The convenience store will be located within an existing commercial space.*

7. **The extent to which there is a need for the use in the community.**

*The C-2 (General Commercial) zoning district classification is intended to accommodate community-serving retail uses. The proposed use is in the vicinity of a mix of businesses, public/civic spaces, parks, and neighborhoods which will potentially be served by the proposed use.*

8. **The ability of the applicant to satisfy any requirements applicable to the specific use imposed pursuant to this article.**

*The applicant has indicated they will agree to comply with all use regulations prescribed by Section 14-426 relating to convenience stores.*

9. **The extent to which public facilities and services are avaliable and adequate to meet the demand for facilities and services generated by the proposed use.**

*Public utilities are available on the subject site. There is no concern about the adequacy of public facilities to service the proposed use.*

10. **Conformance of the proposed use to the comprehensive plan and other adopted plans and polices.**

*The proposed use is supported by Land Use Building Blocks prescribed by Imagine Independence 2040s recommendations for Business & Jobs.*

11. **The extent to which the use will impact sustainability or revitalization of a given area.**

*The proposed convenience store will add a long-term commercial tenant to the Independence square, aiding in the sustainability and revitalization of the area.*

Draft Planning Commission minutes are attached to this Council agenda item.

**Emergency Justification:**

**Fiscal Impact:**

**Council Action:**

| | |
|---|---|
| **Department / Contact** | Community Development / |

**REVIEWERS**

Tom Scannell
Jeremy Cover
Zachary Walker
Susanne Holland

**ATTACHMENTS:**

1. Draft Ordinance 24-200-06 - PDF
2. Draft Ordinance 24-200-06 - Word
3. SUP Staff Report 25-200-06
4. Cover Letter
5. Application
6. Notification Letter
7. Notification Addresses
8. Notification Area Map
9. Affidavit
10. Floor Plan
11. Comprehensive Plan Map
12. Zoning Map
13. Planning Commission Meeting Minutes 06-10-25

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A SPECIAL USE PERMIT TO OPERATE A CONVENIENCE STORE AT 104 E. LEXINGTON AVENUE, IN INDEPENDENCE, MISSOURI.

WHEREAS, the application submitted by the City of Independence, requesting approval of a Special Use Permit to allow for the operation of a convenience store at 104 E Lexington Ave, was referred to the Planning Commission; and,

WHEREAS, the Unified Development Ordinance provides for the approval of a Special Use Permit by the City following public hearings by the Planning Commission and City Council; and,

WHEREAS, after due public notice in the manner prescribed by law, the Planning Commission held a public hearing for the consideration of the request on June 10, 2025, and rendered a report to the City Council recommending the Special Use Permit be approved by a vote of 7-0; and,

WHEREAS, in accordance with the Unified Development Ordinance, it was determined that the request was consistent with the review criteria in Section 14-704-09; and,

WHEREAS, after due public notice in the manner prescribed by law, the City Council held a public hearing and rendered a decision to approve the Special Use Permit of the said property; 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. The following described tract of real estate is hereby declared subject to the Special Use Permit approved by this ordinance. The site is legally described as follows:

INDEPENDENCE OLD TOWN; S 21' OF W 98' LOT 53

SECTION 2. That the Special Use Permit is hereby approved with the conditions listed below.

1) The applicant must comply with all use regulations as prescribed by Section 14-426
2) The applicant must obtain a certificate of occupancy for the commercial space, in accordance with Section 14-708 of the City Code, and comply with all requirements of the Building Official

3) The applicant must obtain and maintain and Independence business license in accordance with Chapter 5 of the City Code
4) The applicant must obtain and maintain and Independence health permit in accordance with Chapter 11 of the City Code

SECTION 3. Any other uses on the property described by Section 1 of this Ordinance shall be governed by the base zoning district and other applicable regulations of the Unified Development Ordinance.

SECTION 4. 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 5. 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 6. That failure to comply with all the provisions contained in this ordinance shall constitute violations of both this ordinance and Chapter 14, the Unified Development Ordinance, of the Code of the City of Independence, Missouri.

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

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

ATTEST:

_____
City Clerk

APPROVED - FORM AND LEGALITY:

_____
City Counselor

REVIEWED BY:

_____
City Manager

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A SPECIAL USE PERMIT TO OPERATE A CONVENIENCE STORE AT 104 E. LEXINGTON AVENUE, IN INDEPENDENCE, MISSOURI.

WHEREAS, the application submitted by the City of Independence, requesting approval of a Special Use Permit to allow for the operation of a convenience store at 104 E Lexington Ave, was referred to the Planning Commission; and,

WHEREAS, the Unified Development Ordinance provides for the approval of a Special Use Permit by the City following public hearings by the Planning Commission and City Council; and,

WHEREAS, after due public notice in the manner prescribed by law, the Planning Commission held a public hearing for the consideration of the request on June 10, 2025, and rendered a report to the City Council recommending the Special Use Permit be approved by a vote of 7-0; and,

WHEREAS, in accordance with the Unified Development Ordinance, it was determined that the request was consistent with the review criteria in Section 14-704-09; and,

WHEREAS, after due public notice in the manner prescribed by law, the City Council held a public hearing and rendered a decision to approve the Special Use Permit of the said property; 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. The following described tract of real estate is hereby declared subject to the Special Use Permit approved by this ordinance. The site is legally described as follows:

INDEPENDENCE OLD TOWN; S 21' OF W 98' LOT 53

SECTION 2. That the Special Use Permit is hereby approved with the conditions listed below.

1) The applicant must comply with all use regulations as prescribed by Section 14-426
2) The applicant must obtain a certificate of occupancy for the commercial space, in accordance with Section 14-708 of the City Code, and comply with all requirements of the Building Official

3) The applicant must obtain and maintain and Independence business license in accordance with Chapter 5 of the City Code
4) The applicant must obtain and maintain and Independence health permit in accordance with Chapter 11 of the City Code

SECTION 3. Any other uses on the property described by Section 1 of this Ordinance shall be governed by the base zoning district and other applicable regulations of the Unified Development Ordinance.

SECTION 4. 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 5. 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 6. That failure to comply with all the provisions contained in this ordinance shall constitute violations of both this ordinance and Chapter 14, the Unified Development Ordinance, of the Code of the City of Independence, Missouri.

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

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

ATTEST:

_____
City Clerk

APPROVED - FORM AND LEGALITY:

_____
City Counselor

REVIEWED BY:

_____
City Manager

# Planning Commission
## Staff Report

**MEETING DATE:** June 10, 2025,

**STAFF:** Gabe Glaser, Planner

**PROJECT NAME:** On the Square Convenience

**CASE NUMBER/REQUEST:** **Case 25-200-06 – Special Use Permit – 104 E Lexington Ave** – A request to operate a convenience store.

**APPLICANT:** Jeremy Munden

**OWNER:** Trevor Tilton, Square One Homes

**PROPERTY ADDRESS:** 104 E Lexington Ave

**SURROUNDING ZONING/LAND USE:**

**North:** C-2 (General Commercial) / Office
**East:** C-2 (General Commercial) / City Hall
**South:** C-2 (General Commercial) / General Retail
**West:** C-2 (General Commercial) / Jackson County Historic Courthouse

**PUBLIC NOTICE**:

- Letters to property owners – May 16, 2025
- Public Notice published in the Independence Examiner – May 24, 2025
- Signs posted on property – May 23, 2025

**FURTHER ACTION:**

Following action by the Planning Commission, this rezoning request is scheduled for first reading by the City Council on July 7, 2025 and the public hearing/second reading on July 21, 2025.

## RECOMMENDATION

Staff recommends **APPROVAL** of this Special Use Permit request, subject to the following conditions:

1) The applicant must comply with all use regulations as precsribed by Section 14-426
2) The applicant must obtain a certificate of occupancy for the commercial space, in accordance with Section 14-708 of the City Code, and comply with all requirements of the Building Official
3) The applicant must obtain and maintain and Independence business license in accordance with Chapter 5 of the City Code
4) The applicant must obtain and maintain and Independence health permit in accordance with Chapter 11 of the City Code

## PROJECT DESCRIPTION & BACKGROUND INFORMATION

**PROJECT DESCRIPTION:** The applicant seeks special use permit approval for a convenience store.

**Current Zoning:** C-2 (General Commercial) **Proposed Zoning:** C-2 (General Commercial)

**Current Use:** Vacant

**Proposed Use:** Convenience Store

**Square Footage of Commercial Space:** 551ft$^2$

**Zoning History:**
The subject site is part of Lot 53 of the Independence Old Town subdivision recorded in 1827. This was part of the original plat of the Town of Independence.

Upon the adoption of the Zoning Ordinance in 1965, the property was designated as C-2 (General Commercial). In 1980, the city adopted amendments to the Zoning Ordinance and the zoning classification of the subject site remained C-2 (General Commercial). Finally, upon adoption of the Unified Development Ordinance in 2009, the zoning classification of the subject site remained C-2 (General Commercial). The property has remained under a general commercial classification since the adoption of the Zoning Ordinance.

**Proposal:**
Whereas a convenience store is defined by City Code as a retail establishment engaging in the sale of limited grocery items, prepackaged food, site-prepared food (e.g. hot dogs, salads, etc.), tobacco products, and consumer goods, Section 14-426-02-A. requires special use permit approval for any proposed convenience store less than 500 feet from any residence, church, school, or park.

The applicant has provided a floor plan indicating the sale of prepackaged goods, refrigerated groceries, and fountain drinks.

Currently, the applicant has not indicated any sales of prepackaged liquor. If, however, they wish to engage in the sale of prepackaged liquor, a separate liquor license application will be required to be reviewed by the city council.

Pending City Council's determination, the applicant will need to complete a change of use commercial building permit for the planned layout of the store. At that time, the City will inspect the interior of the commercial space and issue a certificate of occupancy, prior to operations.

**Physical Characteristics of Property:**
This parcel contains a total area of ±1,988 ft$^2$. The site is comprised of a three-story building containing a mix of commercial and residential uses. City records indicate a total of four residential dwelling units located above street level.

An existing tenant space, located on the ground level, ±551 ft$^2$ in size, is intended to be used for the convenience store. The commercial space consists of predominantly open space which will be occupied by display shelves, refrigerated coolers, and a soda fountain.

The subject site lies at the corner of Lexington Avenue and Main Street. The primary entrance to the commercial space is located off Lexington Avenue.

**Characteristics of the Area:**
The subject site is located caddy corner to the Jackson County Historic Courthouse in the center of the Independence square.

While the area consists of a single zoning classification (General Commercial), surrounding properties contain a variety of land uses. This includes public/civic uses, residential dwellings, office space, general retail, and eating/drinking establishments.

## ANALYSIS

**Consistency with *Independence for All*, Strategic Plan:**
The proposed special use permit is supported by Independence for All, Strategic Plan's goals of increasing economic prosperity of the community by growing business.

**Comprehensive Plan Tools and Policies for the Current Designation:**
Imagine Independence 2040 encourages small-scale retail establishments integrated into neighborhoods. The proposed redevelopment has the potential to service the surrounding community and provide a walkable retail establishment.

**Historic and Archeological Sites:**
The subject site is located within the Harry S. Truman National Historic District.

**Public Utilities:**
All public utilities exist and are available to serve the proposed use.

**Floodplain/Stream Buffer:**
The subject site is not affected by waterways, stream buffers, or floodplains.

**CIP Investments:**
The Downtown Square Streetscape Improvement Project is currently underway which includes landscaping, lighting, bicycle and pedestrian accommodations, and other hardscape features and ADA accessibility.

**Parking and Sidewalks:**
Street parking is available for businesses located in the Independence Square.

Improvements to sidewalks and other pedestrian facilities are currently underway, as part of the Downtown Square Streetscape Improvement Project.

## REVIEW CRITERIA

Recommendations and decisions on special use permit applications must be based on consideration of all the following criteria:

1. **Compatibility of the proposed use with the character of the neighborhood.**
   *The proposed convenience store fits within the character of the neighborhood. The existing commercial space can readily accommodate general retail sales.*

2. **The extent to which the proposed use is compatible with the adjacent zoning and uses.**
*The proposed use is compatible with adjacent zoning and land uses. The entirety of the Independence Square is designated a C-2 (General Commercial) zoning classification. One of the C-2 (General Commercial) classification's purposes is to accommodate community serving retail sales. With a mix of residential dwellings, public/civic uses, and walkable pedestrian facilities, the proposed convenience store has the potential to serve residents, employees, and visitors alike.*

3. **The impact of the proposed use on public facilities.**
*No adverse impacts to public facilities are expected.*

4. **The suitability of the property for the permitted uses to which it has been restricted under the applicable zoning district regulations.**
*The subject site is well-suited to accommodate the proposed use.*

5. **The extent to which the proposed use may injure or detrimentally affect the use of enjoyment of property in the area.**
*No detrimental effects are foreseen for the use of enjoyment of property in the area.*

6. **The extent to which the proposed use will create excessive stormwater runoff, air pollution, noise pollution or other environmental harm.**
*No environmental harm caused by the proposed use is foreseen. The convenience store will be located within an existing commercial space.*

7. **The extent to which there is a need for the use in the community.**
*The C-2 (General Commercial) zoning district classification is intended to accommodate community-serving retail uses. The proposed use is in the vicinity of a mix of businesses, public/civic spaces, parks, and neighborhoods which will potentially be served by the proposed use.*

8. **The ability of the applicant to satisfy any requirements applicable to the specific use imposed pursuant to this article.**
*The applicant has indicated they will agree to comply with all use regulations prescribed by Section 14-426 relating to convenience stores.*

9. **The extent to which public facility and services are available and adequate to meet the demand for facilities and services generated by the proposed use.**
*Public utilities are available on the subject site. There is no concern about the adequacy of public facilities to service the proposed use.*

10. **Conformance of the proposed use to the comprehensive plan and other adopted plans and polices.**
*The proposed use is supported by Land Use Building Blocks prescribed by Imagine Independence 2040's recommendations for Business & Jobs.*

11. **The extent to which the use will impact sustainability or revitalization of a given area.**
*The proposed convenience store will add a long-term commercial tenant to the Independence square, aiding in the sustainability and revitalization of the area.*

**EXHIBITS**

1. Narrative
2. Application
3. Notification letter
4. Address List
5. Notification Area Map
6. Affidavit
7. Floor Plan
8. Comprehensive Plan map
9. Zoning map

# On The Square Convenience

On The Square Convenience LLC
Jeremy Munden
104 E. Lexington Ave
Independence Mo.
816-299-2025
SquareConvenience@gmail.com
March 26, 2025

To Whom It May Concern”

I am writing to express my keen interest in the opportunity to discuss opening a convenient store ( On The Square Convenience LLC ) and to share my vision for a thriving establishment that serves the local community with a small retail store that stocks a range of everyday items such as prepackaged food, beverages, tobacco products, toiletries. I envision a convenient store that offers a wide selection of groceries, snacks, beverages, essential household items, and potentially local products, partnering with local suppliers, offering loyalty programs, while prioritizing customer satisfaction and community engagement. I am particularly drawn to the potential of Independence Square with its growing population, unique demographics. I am confident I can create a successful, valuable and lucrative business.

Sincerely,

Jeremy Munden

INDEPENDENCE
• MISSOURI •

# Planning and Zoning
Application Form

Community Development
111 E. Maple Avenue
Independence, MO 64050
(816) 325-7421
cdplanning@indepmo.org

## Application Type (check all that apply)

| Land Use | Land Subdivision | Site Development | Use Permit | Other |
|---|---|---|---|---|
| ☒ Rezoning<br>☐ PUD Rezoning | ☐ Preliminary Plat<br>☐ Final Plat<br>☐ Minor Subdivision | ☐ Final Site Plan<br>☐ Preliminary Dev Plan<br>☐ Final Dev Plan (PUD) | ☐ Special Use<br>☐ Homebased Business<br>☐ Short-Term Rental | ☐ Admin. Adjustment<br>☐ Variance<br>☐ Street Name Change<br>☐ Special Sign Permit |

## Project Information and Location

On the Square Convenience LLC
Project Name

104 E Lexington Avenue, Independence, MO 64050
Project Address/Location

| 1988 | .05 | 1 | No |
|---|---|---|---|
| Sq. Ft. of Building | Acreage | Number of Lots/Tracts | Steam Buffer (Yes or No) |
| | | Retail Store | Retail Store |
| Existing Zoning | Proposed Zoning | Existing Land Use | Proposed Land Use |

## Basic Application Requirements (See the Planning & Zoning Application Guide for additional requirements)

| | |
|---|---|
| ☐ Completed & Signed Application Form | ☐ One 24" x 36" set of plans for Land Sub. & Site Dev. |
| ☐ Application Fee | ☐ One PDF copy of a plat map or site plan |
| ☐ Cover Letter Describing Details of Project | ☐ Legal Description of the property in question |

## Contact Information

***Applicant***

| Jeremy Munden | On the Square Convenience |
|---|---|
| Name | Company |
| 104 E Lexington Avenue, Independence, MO 64050 | |
| Address | |
| 816.299.2025 | squareconvenience@gmail. |
| Phone | Email |

***Owner***

| Trevor Tilton ~~Jeremy Munden~~ | Square One Homes ~~On the Square Convenience~~ |
|---|---|
| Name | Company |
| 800 W Maple Ave ~~104 E Lexington Avenue, Independence, MO 64050~~ | |
| Address | |
| 816-263-2445 ~~816.299.2025~~ | trevor@squareinc.com ~~squareconvenience@gmail.~~ |
| Phone | Email |

***Architect/Engineer/Surveyor/Other:*** _____

| | |
|---|---|
| Name | Company |
| Address | |
| Phone | Email |

***Architect/Engineer/Surveyor/Other:*** _____

| | |
|---|---|
| Name | Company |
| Address | |
| Phone | Email |

The applicant hereby agrees that the information provided above is accurate.

| 3-28-25 | 3-28-2025 |
|---|---|
| Applicant's Signature | Date | Owner's Signature | Date |

May 2022

# Property Owner Notification Letter

**City of Independence, Missouri**

Date: 5-13-2025 Case No. 25-200-26

Dear Property Owner:
This letter is to notify you that an application has been submitted for consideration by the Planning Commission and City Council. A full public hearing will be held by the Planning Commission and the City Council will consider new information on the dates and times below.

**Proposed Case Type (Check One):**
☐ Rezoning ☐ Rezoning/PUD ☐ Special Use Permit
☐ Preliminary Development Plan

**Proposed project description:** Special use permit approval for convenience store (and/or applicants discretion)

**Applicant:** Jeremy Munden

**Location of Property:** 104 E. Lexington Ave.

**Planning Commission Meeting Date:** June 10, 20 25, at 6:00 p.m.

**City Council Meeting Date:** August 4, 20 25, 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.

Jeremy Munden

Applicant (or Owner/Agent)

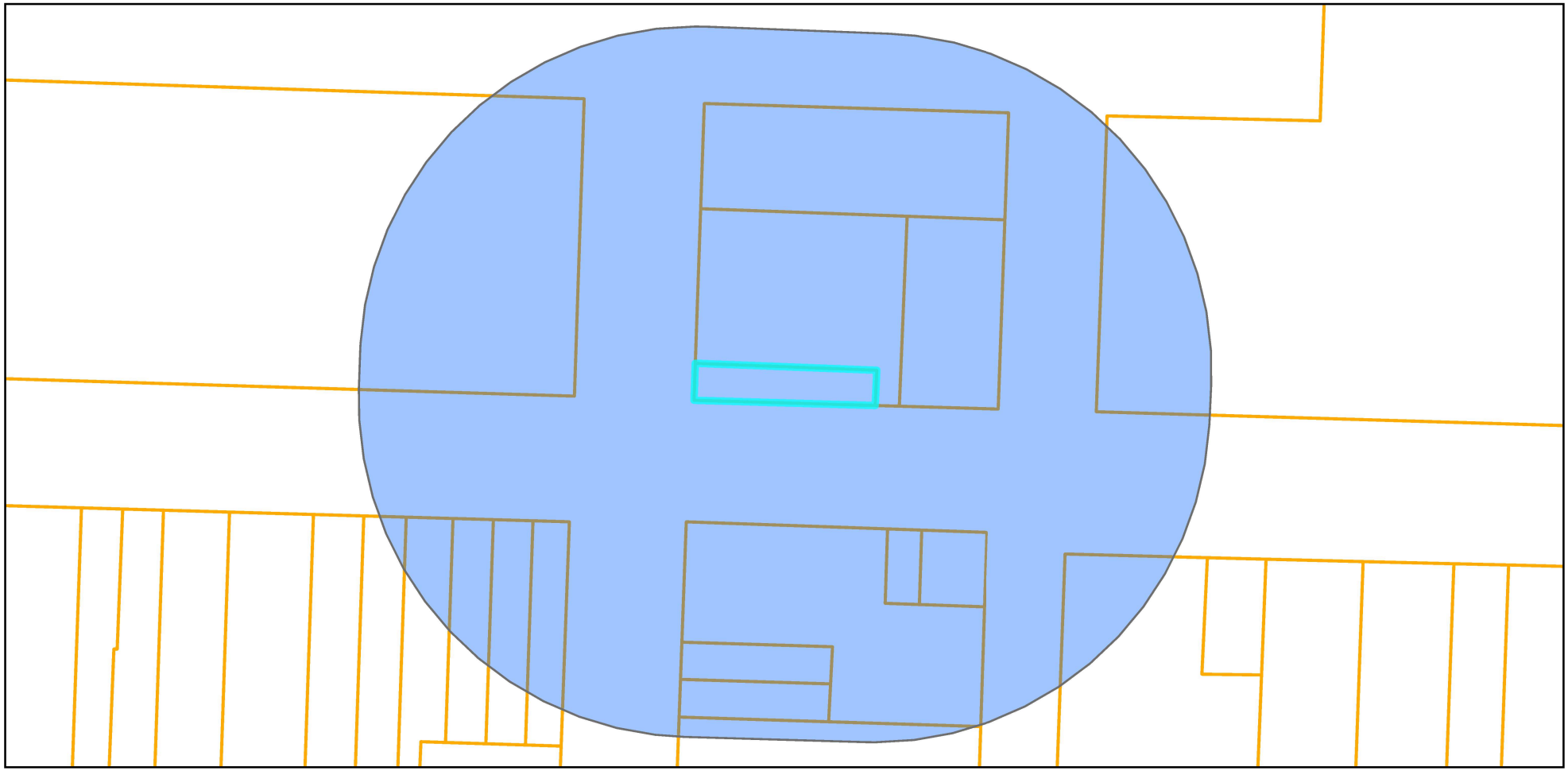
For more information, contact the Community Development Department at 816-325-7421.

| Property Address | Property Owner | Owner Address | City | State | ZIP Code |
|---|---|---|---|---|---|
| 101 S MAIN ST | CARL ADRIAN F & SUNA | 15800 E 28TH STREET CT S | INDEPENDENCE | MO | 64055 |
| 102 N MAIN ST | JACKSON COUNTY MISSOURI | 415 E 12TH ST | KANSAS CITY | MO | 64106 |
| 104 E LEXINGTON AVE | SQUARE ONE HOMES LLC | PO BOX 65 | INDEPENDENCE | MO | 64051 |
| 105 W LEXINGTON AVE | BUMGARDNER THOMAS C II & JULIE C | 4817 S TIERNEY DR | INDEPENDENCE | MO | 64055 |
| 107 S MAIN ST | 107 MAIN STREET LLC | 221 W LEXINGTON AVE STE 400 | INDEPENDENCE | MO | 64050 |
| 107 W LEXINGTON AVE | BUMGARDNER THOMAS II & JULIE | 4817 S TIERNEY DR | INDEPENDENCE | MO | 64055 |
| 109 E LEXINGTON AVE | TREVCON LLC | 800 W MAPLE | INDEPENDENCE | MO | 64050 |
| 109 W LEXINGTON AVE | MCPROPERTIES LLC | PO BOX 900 | INDEPENDENCE | MO | 64051 |
| 111 E LEXINGTON AVE | LUCHT JODIE E | 921 S MAIN ST | INDEPENDENCE | MO | 64050 |
| 111 N MAIN ST | MW MEDLEY ENTERPRISES LLC | 1711 N MO 7 HWY | INDEPENDENCE | MO | 64056 |
| 111 S MAIN ST | BELLISSINO PROPERTIES BY STEFANIA LLC | 115 S MAIN ST | INDEPENDENCE | MO | 64050 |
| 124 E KANSAS AVE | CITY OF INDEPENDENCE | 111 E MAPLE | INDEPENDENCE | MO | 64050 |

# Notification Area

104 E Lexington Ave

Case #25-200-06



**Legend**

- Notification Area
- Parcels

N

0 50 100 200 Feet

Prepared For: Planning Commission
Meeting Date: June 10, 2025

# Property Owner Notification Affidavit

STATE OF MISSOURI

COUNTY OF JACKSON

Case No. 25-200-26

I, On The Square Convenience 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 16 day of May, 2025.

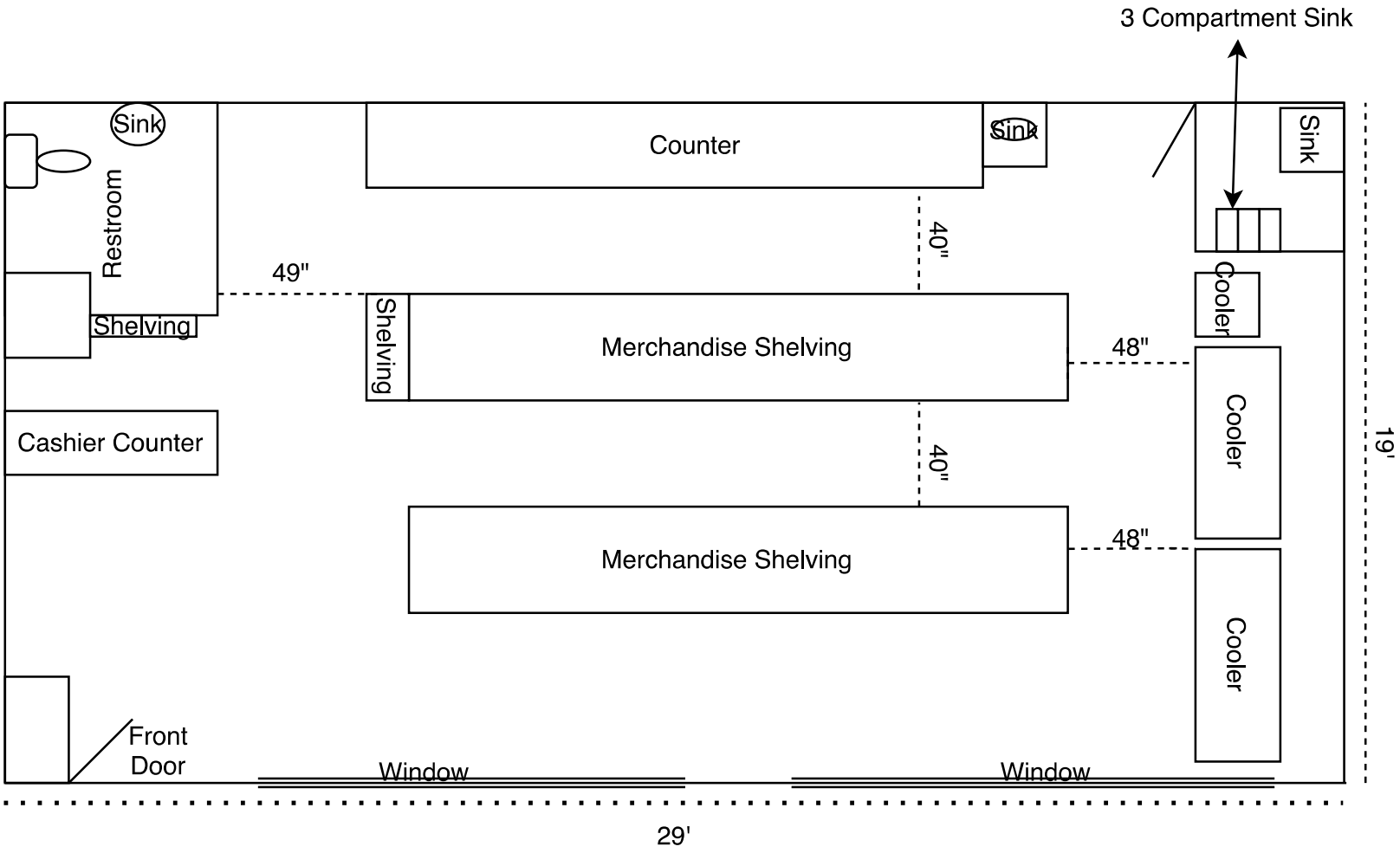
Signature of Agent, Owner or Attorney

Subscribed and sworn to before me this 16 day of May, 2025.

Mae I. Orlich
Notary Public

May 17, 2029
Commission Expiration Date

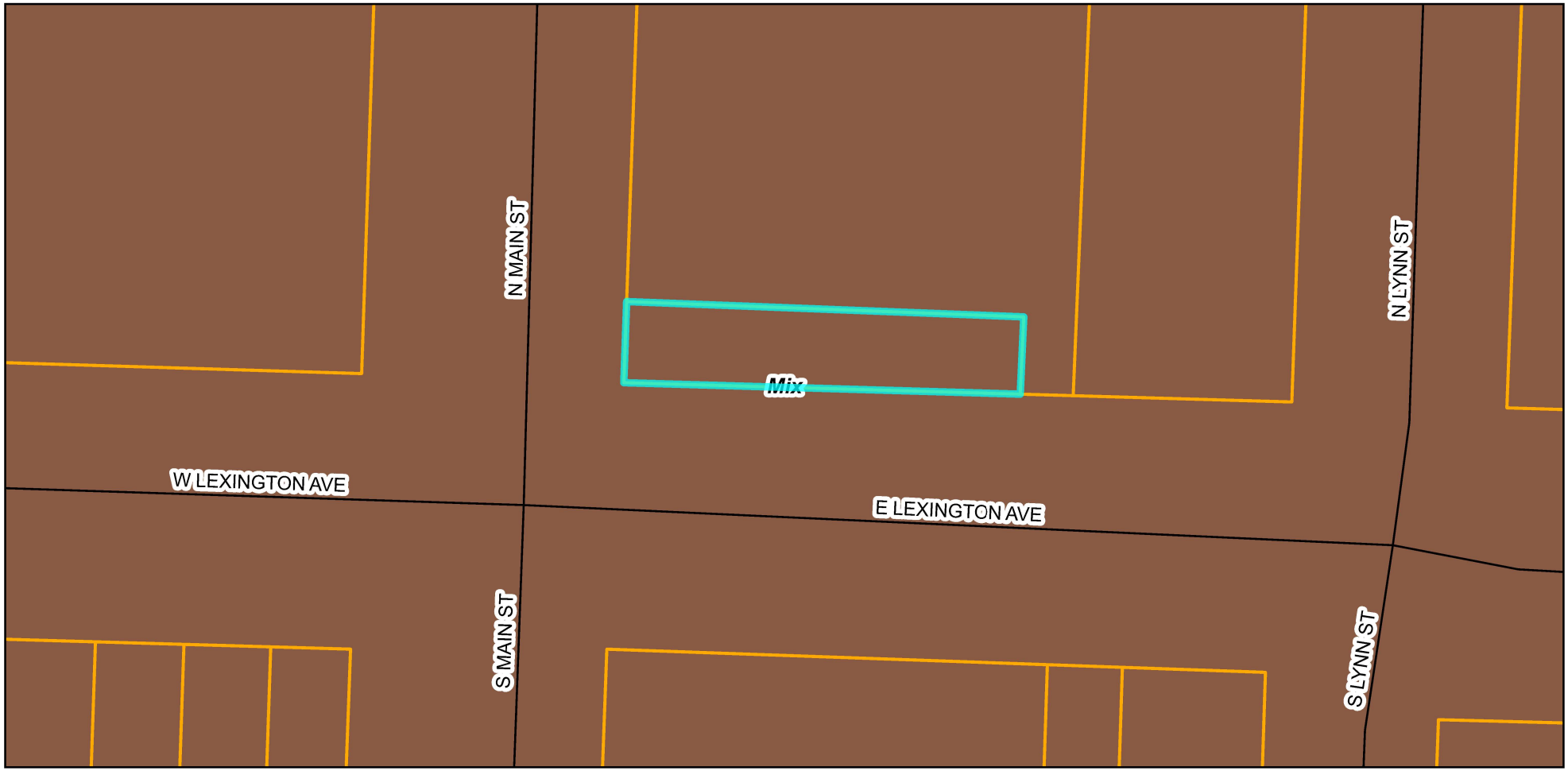
MAE I ORLICH
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County
*My Commission Expires May 17, 2029
ID # 13494776


3 Compartment Sink
Sink
Restroom
Shelving
Cashier Counter
Front
Door
49"
Counter
Sink
40"
Shelving
Merchandise Shelving
40"
Merchandise Shelving
Window
Window
Sink
Cooler
48"
Cooler
48"
Cooler
19'
29'

# Comprehensive Plan Map

104 E Lexington Ave

Case #25-200-06




**Legend**

Parcels

Comprehensive Plan

Mixed Use

N

0 25 50 100 US Feet

Prepared For: Planning Commission
Meeting Date: June 10, 2025

# Zoning Map

104 E Lexington Ave

Case #25-200-06

**Legend**

Parcels

Zoning District

C-2

N

0 25 50 100 US Feet

Prepared For: Planning Commission
Meeting Date: June 10, 2025

INDEPENDENCE
MISSOURI
A GREAT AMERICAN STORY

# Planning Commission Minutes

June 10, 2025 6:00 PM

City Hall, 111 E. Maple Avenue (Ground Floor), Council Chambers

**CALL TO ORDER**

A meeting of the Planning Commission was held at 6:00 PM on 6/10/2025, in the 111 E Maple Avenue, Independence, MO 64050. The meeting was called to order.

**ROLL CALL**

Upon roll call, the following members were present - Laurie Dean Wiley, Eric Ashbaugh, Edward Nesbitt, Dan O'Neill, Virginia Ferguson, Jose Torres, Michael Young.

**CONSENT AGENDA**

The Consent Agenda consists of routine items of business to be acted upon by the Planning Commission with little or no public discussion. The staff or committee recommendation for each item is included in the Planning Commission packet. Any item may be removed by a commissioner or staff member to become part of the regular agenda.

**Motion**

Commissioner Edward Nesbitt made a motion to approve the Consent Agenda. Commissioner Virginia Ferguson seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

1. **Planning Commission Minutes – May 13, 2025**

2. **Case 25-320-02 – Final Plat – Tybrook 2nd Plat –** A request by Jim Pollard for approval of a Final Plat located west of Powell Road north of Truman Road.

**OTHER BUSINESS**

1. **Case 25-400-05 – Short-Term Rental – 14901 E. 40th St S** – A request by Hannah Mullins to operate a Short-Term Rental.

**Motion**
Commissioner Michael Young made a motion to move up the case on the Agenda following the Consent Agenda. Commissioner Jose Torres seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

**Staff Presentation**
Gabe Glaser presented the case. Mr. Glaser presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses. Mr. Glaser reviewed the conditions of approval.

**Applicant Comments**
Hannah Mullins, 14901 E 40th St S, and her husband currently reside in the home but will not live there while it is being rented. They intend to install a privacy fence and comply with the other conditions outlined by Staff.

In response to Commissioner Nesbitt's question, the applicant clarified that the address listed on the application is a family residence where they will stay during the rental period.

Mr. Glaser noted that Staff were not previously aware the owners occupied the property. He also clarified the distinctions in the city code between Short-Term Rentals and Bed and Breakfast establishments.

Mr. Glaser further reported that a formal legal protest petition, signed by 12 residents, was submitted. This satisfies the city code provision that in such cases, the Planning Commission's vote serves only as a recommendation and the matter will proceed to the City Council for final approval.

Responding to Commissioner Nesbitt's inquiry, Ms. Mullins confirmed the home has a total of 1,800 square feet, including the basement. She added that the basement will remain locked and inaccessible to renters.

Addressing public concerns, Ms. Mullins emphasized that parties are strictly prohibited and this rule will be enforced. She stated that the lawn is mowed weekly and, although unsure if she is permitted to touch the power pole due to safety concerns, she is willing to address it. Additionally, a parking plan has been developed in accordance with City guidelines.

**Public Comments**
Kelly Edwards, 14904 E 40th St. S, stated her support and was appreciative of the letter the applicants sent out providing their contact information and the plan for the rental.

Megan Stirco, 14908 E. 40th St. S, was also in full support and trusts it will be well maintained.

Sharon Jessin, 4229 S State Ave, was not in support; her concerns were the zoning, traffic, parking, and trash service possibly being an issue.

Chris Goble, 4001 Crane Ave, resides directly behind the proposed rental. She was opposed to this being used as a short-term rental, stating they currently do not maintain their home. Her main concerns were parties, traffic, and parking.

**Commissioner Comments**
Commissioner O'Neill visited the property and saw adequate parking spots.

In response to Chair Wiley's question, Mr. Glaser confirmed that there is no active rental listing for the property. He also reviewed the parking requirements, noting that one parking space is required for each bedroom in the home.

Commissioner Young added that, according to Zillow, the home has 1,424 square feet above ground and 375 square feet below.

**Motion**
Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Virginia Ferguson seconded the motion. The motion was recommended for approval: Yes 7, No 0, Abstained 0.

**PUBLIC HEARINGS**

1. **Case 25-100-13 – Rezoning – 15430 & 15440 E. US 24 Highway –** A request to rezone the properties from R-6 (Single Family Residential) and C-2 (General Commercial) to R-6 (Single Family Residential).

**Staff Presentation**
Brian Harker presented the case. Mr. Harker presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses.

**Applicant Comments**
Amanda Kivet, attorney, work address is 1600 Genesee, Suite 635, KCMO 64102, speaking for applicant Ms. Bagby, who was out of the country. The property was purchased by the applicants' parents, Mr. and Mrs Yogi, in the 80's. She lives in Kansas and has a buyer, but needs it to be rezoned to correct the legal non-conforming classification.

**Public Comments**
No public comments.

**Motion**
Commissioner Dan O'Neill made a motion to approve the case. Commissioner Edward Nesbitt seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

2. **Case 25-100-14 – Rezoning – 11307 Aaron Lane –** A request to rezone the property from R-12 (Two Family Residential) and I-1 (Industrial) to R-6 (Single Family Residential).

**Staff Presentation**
Gabe Glaser presented the case. Mr. Glaser presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses.

**Applicant Comments**
Kody Lamming, 8509 Booth Ave, Raytown,MO. Project Manager. The home is currently a dangerous building and they would like approval to rezone to be able to rehab and save it from demolition to make it a livable property again.

**Public Comments**
No public comments.

**Motion**
Commissioner Eric Ashbaugh made a motion to approve the case. Commissioner Edward Nesbitt seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

3. **Case 25-200-06 – Special Use Permit – 104 E. Lexington Avenue –** A request by On The Square Convenience to operate a convenience store.

**Staff Presentation**
Mr. Glaser presented the case. Mr. Glaser presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses. Mr. Glaser reviewed the conditions of approval.

Responding to a question from Chair Wiley, Mr. Glaser explained the definition of a general store, noting that it typically offers a limited selection of grocery items. He stated that while a small portion of sales may include tobacco products, the City has reached its cap on smoke shop establishments. Additionally, he noted that if the applicant intends to sell intoxicating liquor in the future, they would be required to obtain a separate license from the City.

In response to Commissioner O'Neill's question, Mr. Glaser clarified that although there is a commercial suite facing Main Street, the primary entrance to the space is located on Lexington Avenue.

**Applicant Comments**
Jeremy Munden, 8303 S Noland Rd, Kansas City, MO, wants to provide a convenience store on the square.

**Public Comments**
No public comments.

**Motion**
Commissioner Dan O'Neill made a motion to approve the case. Commissioner Edward Nesbitt seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

4. **Case 25-175-02 - UDO Amendment #73 – Billboard Setback Requirements –** The City proposes Amendment #73 of the Unified Development Ordinance pertaining to billboard setback requirements.

**Staff Presentation**

Rick Arroyo presented the case. Mr. Arroyo explained that current regulations require billboards to be set back 500 feet from residential areas and certain uses such as schools, parks, playgrounds, hospitals, and churches. However, the existing code does not clearly define the method for measuring this distance.

This amendment also clarifies that the setback applies to the specified uses regardless of whether they are located within or outside the city limits. Additionally, it updates the terminology used in the separation requirements to align with the definitions provided in the UDO. For example, "churches" has been revised to "religious assembly," and "parks" to "parks/recreation," as these terms are formally defined in the UDO.

This amendment will provide clear guidance on how billboard setbacks are measured and applied, making the regulations easier to understand and implement for users.

**Public Comments**

No public comments.

**Commissioner Comments**

In response to Commissioner Ashbaugh's question, Mr. Arroyo stated this would apply to freestanding billboards that are along highways and not ones affixed to a building.

**Motion**

Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Jose Torres seconded the motion. The motion was approved Yes 6, No 1, Abstained 0.

**ROUNDTABLE - NEXT MEETING JUNE 24, 2025**

**ADJOURNMENT**

*The meeting was adjourned at 7:08 p.m.*

# City of Independence

AGENDA ITEM COVER SHEET

**Agenda Title:**

25-057 **1R** An ordinance amending the Unified Development Ordinance, Chapter 14, of the Independence City Code pertaining to the billboard setback requirements. **1R**

**Recommendations:**

Commissioner Nesbit made a motion to recommend approval of case 25-175-02, UDO Amendment #73 Billboard Setback Requirements.
A second to the motion was made by Commissioner Torres. The Independence Planning Commission voted as follows:
Commissioner Ashbaugh – Yes
Commissioner Ferguson – Yes
Commissioner Nesbitt – Yes
Commissioner O'Neill – Yes
Commissioner Torres - Yes
Commissioner L. Wiley – Yes
Commissioner Young - No

The motion passed and the application is forwarded to the City Council for its consideration. Staff recommends approval of this amendment.

**Background:**

The City proposes Amendment #73 to the Unified Development Ordinance (UDO) related to billboard setbacks.

**BACKGROUND AND PROPOSAL:**

The City's existing regulations for billboards requires a 500-foot setback from residential use and such uses as schools, parks, playgrounds, hospitals, and churches. However, this regulation does not clearly stipulate how this is measured.

The proposed UDO amendment clarifies how this is measured (i.e., in a straight line from the closest property line to closest property line). This amendment also specifies this setback from the various uses whether the use is located inside or outside the city limits. In addition, this amendment aligns the uses specified in the separation requirement with the terms defined in the UDO. For example, the word "churches" was changed to "religious assembly" and the word "parks" was changed to "parks/recreation" as both of these terms are defined in the UDO.

This amendment will clarify how billboard setbacks are measured and how it is applied, which will aid the user of the UDO.

Draft Planning Commission minutes are attached to this Council agenda item.

**Emergency Justification:**

**Fiscal Impact:**

**Council Action:**

---

**Department / Contact** Community Development /

---

**REVIEWERS**

Tom Scannell
Jeremy Cover
Zachary Walker
Susanne Holland

**ATTACHMENTS:**

1. Draft Ordinance 25-175-02 Billboard Setback UDO Amendment - Word
2. Draft Ordinance 25-175-02 Billboard Setback UDO Amendment - PDF
3. Staff Report Billboard Setback UDO Amendment #73
4. 14-406-03 Billboard Setbacks
5. Planning Commission Meeting Minutes 06-10-25

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT ORDINANCE, CHAPTER 14, OF THE INDEPENDENCE CITY CODE PERTAINING TO THE BILLBOARD SETBACK REQUIREMENTS.

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

WHEREAS, after its adoption, clarification was needed to address this requirement and it was decided to revise this item; and,

WHEREAS, after due public notice in the manner prescribed by law, the Planning Commission held a public hearing for the consideration of the request on June 10, 2025, and rendered a report to the City Council recommending the text amendment to the UDO be approved by a vote of 6-1; and,

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

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

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

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

SECTION 1. That Section 14-406-03 of Chapter 14, Unified Development Ordinance, is hereby amended to read as follows:

"**14-406-03 Setbacks**

**14-406-03-A.Generally.** Each billboard shall have minimum setbacks of (a) at least 25 feet from its nearest edge to the right-of-way and all property lines, and (b) at least 90 feet from all roofed structures, from all points of the billboard.

**14-406-03-B.From Highway Interchanges and Bridges.** No billboard shall be located adjacent to or within 500 feet of any interchange, intersection at grade. Said 500 feet shall be measured from the beginning or ending of the pavement widening at the exit from or entrance to the main traveled way or if there is no pavement widening, then from the midpoint of the intersection.

**14-406-03-C.From Residential Property and Public Areas.** No billboard shall be located within 500 feet of land utilized for residential use or for public activity purposes such as schools, parks**/recreation**, playgrounds, hospitals, and **religious assembly** ~~**churches**~~**, whether said use is located within the City or outside of the City. The distance between the billboard and these uses will be measured in a straight line, without regard to intervening structures or properties, from the closest property line to closest property line.**"

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

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

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

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

ATTEST:

_____
City Clerk

APPROVED - FORM AND LEGALITY:

_____
City Counselor

REVIEWED BY:

_____
City Manager

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

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT ORDINANCE, CHAPTER 14, OF THE INDEPENDENCE CITY CODE PERTAINING TO THE BILLBOARD SETBACK REQUIREMENTS.

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

WHEREAS, after its adoption, clarification was needed to address this requirement and it was decided to revise this item; and,

WHEREAS, after due public notice in the manner prescribed by law, the Planning Commission held a public hearing for the consideration of the request on June 10, 2025, and rendered a report to the City Council recommending the text amendment to the UDO be approved by a vote of 6-1; and,

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

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

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

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

SECTION 1. That Section 14-406-03 of Chapter 14, Unified Development Ordinance, is hereby amended to read as follows:

"**14-406-03 Setbacks**

**14-406-03-A.Generally.** Each billboard shall have minimum setbacks of (a) at least 25 feet from its nearest edge to the right-of-way and all property lines, and (b) at least 90 feet from all roofed structures, from all points of the billboard.

**14-406-03-B.From Highway Interchanges and Bridges.** No billboard shall be located adjacent to or within 500 feet of any interchange, intersection at grade. Said 500 feet shall be measured from the beginning or ending of the pavement widening at the exit from or entrance to the main traveled way or if there is no pavement widening, then from the midpoint of the intersection.

**14-406-03-C.From Residential Property and Public Areas.** No billboard shall be located within 500 feet of land utilized for residential use or for public activity purposes such as schools, parks**/recreation**, playgrounds, hospitals, and **religious assembly** ~~**churches**~~**, whether said use is located within the City or outside of the City. The distance between the billboard and these uses will be measured in a straight line, without regard to intervening structures or properties, from the closest property line to closest property line.**"

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

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

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

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

ATTEST:

_____
City Clerk

APPROVED - FORM AND LEGALITY:

_____
City Counselor

REVIEWED BY:

_____
City Manager

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

# Planning Commission
## Staff Report

**MEETING DATE:** June 10, 2025

**STAFF:** Tom Scannell, Community Development Director

**PROJECT NAME:** UDO Amendment #73

**CASE NUMBER / REQUEST:** **Case 25-175-02 – UDO Amendment #73 – Billboard Setback Requirements** – The City proposes Amendment #73 of the Unified Development Ordinance pertaining to billboard setbacks.

**APPLICANT:** City of Independence

**PUBLIC NOTICE**:

- Public notice published in Independence Examiner – May 24, 2025

**FURTHER ACTION:**
Following action by the Planning Commission, this UDO Amendment is scheduled for first reading by City Council on July 7, 2025 and the public hearing/second reading on July 21, 2025.

## RECOMMENDATION

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

## PROJECT DESCRIPTION & BACKGROUND INFORMATION

**PROJECT DESCRIPTION:**
The city proposes Amendment #73 to the Unified Development Ordinance (UDO) related to billboard setbacks.

**BACKGROUND & HISTORY:**
The City's existing regulations for billboards requires a 500-foot setback from residential use and such uses as schools, parks, playgrounds, hospitals, and churches. However, this regulation does not clearly stipulate how this is measured.

The proposed UDO amendment clarifies how this is measured (i.e., in a straight line from the closest property line to closest property line). This amendment also specifies this setback from the various uses whether the use is located inside or outside the city limits. In addition, this amendment aligns the uses specified in the separation requirement with the terms defined in the UDO. For example, the word "churches" was changed to "religious assembly" and the word "parks" was changed to "parks/recreation" as both of these terms are defined in the UDO.

This amendment will clarify how billboard setbacks are measured and how it is applied, which will aid the user.

**EXHIBITS**

1. Section 14-406-03 Off Premise Advertising Setbacks

# *14-406 OFF-PREMISE ADVERTISING*

## 14-406-03 Setbacks

**14-406-03-A.Generally.** Each billboard shall have minimum setbacks of (a) at least 25 feet from its nearest edge to the right-of-way and all property lines, and (b) at least 90 feet from all roofed structures, from all points of the billboard.

**14-406-03-B.From Highway Interchanges and Bridges.** No billboard shall be located adjacent to or within 500 feet of any interchange, intersection at grade. Said 500 feet shall be measured from the beginning or ending of the pavement widening at the exit from or entrance to the main traveled way or if there is no pavement widening, then from the midpoint of the intersection.

**14-406-03-C.From Residential Property and Public Areas.** No billboard shall be located within 500 feet of land utilized for residential use or for public activity purposes such as schools, parks**/recreation**, playgrounds, hospitals, and **religious assembly** ~~**churches**~~**, whether said use is located within the City or outside of the City. The distance between the billboard and these uses will be measured in a straight line, without regard to intervening structures or properties, from the closest property line to closest property line.**

INDEPENDENCE
MISSOURI
A GREAT AMERICAN STORY

# Planning Commission Minutes

June 10, 2025 6:00 PM

City Hall, 111 E. Maple Avenue (Ground Floor), Council Chambers

**CALL TO ORDER**

A meeting of the Planning Commission was held at 6:00 PM on 6/10/2025, in the 111 E Maple Avenue, Independence, MO 64050. The meeting was called to order.

**ROLL CALL**

Upon roll call, the following members were present - Laurie Dean Wiley, Eric Ashbaugh, Edward Nesbitt, Dan O'Neill, Virginia Ferguson, Jose Torres, Michael Young.

**CONSENT AGENDA**

The Consent Agenda consists of routine items of business to be acted upon by the Planning Commission with little or no public discussion. The staff or committee recommendation for each item is included in the Planning Commission packet. Any item may be removed by a commissioner or staff member to become part of the regular agenda.

**Motion**

Commissioner Edward Nesbitt made a motion to approve the Consent Agenda. Commissioner Virginia Ferguson seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

1. **Planning Commission Minutes – May 13, 2025**

2. **Case 25-320-02 – Final Plat – Tybrook 2nd Plat –** A request by Jim Pollard for approval of a Final Plat located west of Powell Road north of Truman Road.

**OTHER BUSINESS**

1. **Case 25-400-05 – Short-Term Rental – 14901 E. 40th St S** – A request by Hannah Mullins to operate a Short-Term Rental.

**Motion**
Commissioner Michael Young made a motion to move up the case on the Agenda following the Consent Agenda. Commissioner Jose Torres seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

**Staff Presentation**
Gabe Glaser presented the case. Mr. Glaser presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses. Mr. Glaser reviewed the conditions of approval.

**Applicant Comments**
Hannah Mullins, 14901 E 40th St S, and her husband currently reside in the home but will not live there while it is being rented. They intend to install a privacy fence and comply with the other conditions outlined by Staff.

In response to Commissioner Nesbitt's question, the applicant clarified that the address listed on the application is a family residence where they will stay during the rental period.

Mr. Glaser noted that Staff were not previously aware the owners occupied the property. He also clarified the distinctions in the city code between Short-Term Rentals and Bed and Breakfast establishments.

Mr. Glaser further reported that a formal legal protest petition, signed by 12 residents, was submitted. This satisfies the city code provision that in such cases, the Planning Commission's vote serves only as a recommendation and the matter will proceed to the City Council for final approval.

Responding to Commissioner Nesbitt's inquiry, Ms. Mullins confirmed the home has a total of 1,800 square feet, including the basement. She added that the basement will remain locked and inaccessible to renters.

Addressing public concerns, Ms. Mullins emphasized that parties are strictly prohibited and this rule will be enforced. She stated that the lawn is mowed weekly and, although unsure if she is permitted to touch the power pole due to safety concerns, she is willing to address it. Additionally, a parking plan has been developed in accordance with City guidelines.

**Public Comments**
Kelly Edwards, 14904 E 40th St. S, stated her support and was appreciative of the letter the applicants sent out providing their contact information and the plan for the rental.

Megan Stirco, 14908 E. 40th St. S, was also in full support and trusts it will be well maintained.

Sharon Jessin, 4229 S State Ave, was not in support; her concerns were the zoning, traffic, parking, and trash service possibly being an issue.

Chris Goble, 4001 Crane Ave, resides directly behind the proposed rental. She was opposed to this being used as a short-term rental, stating they currently do not maintain their home. Her main concerns were parties, traffic, and parking.

**Commissioner Comments**
Commissioner O'Neill visited the property and saw adequate parking spots.

In response to Chair Wiley's question, Mr. Glaser confirmed that there is no active rental listing for the property. He also reviewed the parking requirements, noting that one parking space is required for each bedroom in the home.

Commissioner Young added that, according to Zillow, the home has 1,424 square feet above ground and 375 square feet below.

**Motion**
Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Virginia Ferguson seconded the motion. The motion was recommended for approval: Yes 7, No 0, Abstained 0.

**PUBLIC HEARINGS**

1. **Case 25-100-13 – Rezoning – 15430 & 15440 E. US 24 Highway –** A request to rezone the properties from R-6 (Single Family Residential) and C-2 (General Commercial) to R-6 (Single Family Residential).

**Staff Presentation**
Brian Harker presented the case. Mr. Harker presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses.

**Applicant Comments**
Amanda Kivet, attorney, work address is 1600 Genesee, Suite 635, KCMO 64102, speaking for applicant Ms. Bagby, who was out of the country. The property was purchased by the applicants' parents, Mr. and Mrs Yogi, in the 80's. She lives in Kansas and has a buyer, but needs it to be rezoned to correct the legal non-conforming classification.

**Public Comments**
No public comments.

**Motion**
Commissioner Dan O'Neill made a motion to approve the case. Commissioner Edward Nesbitt seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

2. **Case 25-100-14 – Rezoning – 11307 Aaron Lane –** A request to rezone the property from R-12 (Two Family Residential) and I-1 (Industrial) to R-6 (Single Family Residential).

**Staff Presentation**
Gabe Glaser presented the case. Mr. Glaser presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses.

**Applicant Comments**
Kody Lamming, 8509 Booth Ave, Raytown,MO. Project Manager. The home is currently a dangerous building and they would like approval to rezone to be able to rehab and save it from demolition to make it a livable property again.

**Public Comments**
No public comments.

**Motion**
Commissioner Eric Ashbaugh made a motion to approve the case. Commissioner Edward Nesbitt seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

3. **Case 25-200-06 – Special Use Permit – 104 E. Lexington Avenue –** A request by On The Square Convenience to operate a convenience store.

**Staff Presentation**
Mr. Glaser presented the case. Mr. Glaser presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses. Mr. Glaser reviewed the conditions of approval.

Responding to a question from Chair Wiley, Mr. Glaser explained the definition of a general store, noting that it typically offers a limited selection of grocery items. He stated that while a small portion of sales may include tobacco products, the City has reached its cap on smoke shop establishments. Additionally, he noted that if the applicant intends to sell intoxicating liquor in the future, they would be required to obtain a separate license from the City.

In response to Commissioner O'Neill's question, Mr. Glaser clarified that although there is a commercial suite facing Main Street, the primary entrance to the space is located on Lexington Avenue.

**Applicant Comments**
Jeremy Munden, 8303 S Noland Rd, Kansas City, MO, wants to provide a convenience store on the square.

**Public Comments**
No public comments.

**Motion**
Commissioner Dan O'Neill made a motion to approve the case. Commissioner Edward Nesbitt seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

4. **Case 25-175-02 - UDO Amendment #73 – Billboard Setback Requirements –** The City proposes Amendment #73 of the Unified Development Ordinance pertaining to billboard setback requirements.

**Staff Presentation**

Rick Arroyo presented the case. Mr. Arroyo explained that current regulations require billboards to be set back 500 feet from residential areas and certain uses such as schools, parks, playgrounds, hospitals, and churches. However, the existing code does not clearly define the method for measuring this distance.

This amendment also clarifies that the setback applies to the specified uses regardless of whether they are located within or outside the city limits. Additionally, it updates the terminology used in the separation requirements to align with the definitions provided in the UDO. For example, "churches" has been revised to "religious assembly," and "parks" to "parks/recreation," as these terms are formally defined in the UDO.

This amendment will provide clear guidance on how billboard setbacks are measured and applied, making the regulations easier to understand and implement for users.

**Public Comments**

No public comments.

**Commissioner Comments**

In response to Commissioner Ashbaugh's question, Mr. Arroyo stated this would apply to freestanding billboards that are along highways and not ones affixed to a building.

**Motion**

Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Jose Torres seconded the motion. The motion was approved Yes 6, No 1, Abstained 0.

**ROUNDTABLE - NEXT MEETING JUNE 24, 2025**

**ADJOURNMENT**

*The meeting was adjourned at 7:08 p.m.*

# City of Independence

AGENDA ITEM COVER SHEET

**Agenda Title:**

25-058 **1R** An ordinance authorizing the transfer of Crysler Stadium to the Independence School District and authorizing the City Manager to execute all documents associated with said transfer. **1R**

**Recommendations:**

Staff recommends approval.

**Background:**

The City owns two parcels of land which together total approximately 9.63 acres, commonly referred to as Crysler Stadium (the "Property"). On or about October 13, 2023, the City leased the Property to the Independence School District (the "District"), with the expectation that the City would eventually transfer the Property to the District. The purpose of this ordinance is to transfer the Property to the District pursuant to the terms and conditions of the Purchase and Development Agreement, dated February 18, 2025.

**Emergency Justification:**

**Fiscal Impact:**

**Council Action:**

---

**Department / Contact** Legal /

---

**REVIEWERS**

Jeremy Cover
Melissa Cabrera
Zachary Walker
Susanne Holland

**ATTACHMENTS:**

1. Crysler Stadium Transfer Ordinance, 6-27-25
2. Exhibit A, Crysler Stadium Purchase and Development Agreement, 2-18-25

BILL NO. _____

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE TRANSFER OF CRYSLER STADIUM TO THE INDEPENDNECE SCHOOL DISTRICT AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS ASSOCIATED WITH SAID TRANSFER.**

**WHEREAS**, the City of Independence (the "City") owns two parcels of land which together total approximately 9.63 acres (Jackson County Parcel Nos.: 26-440-06-01-00-0-00-000 and 26-440-06-57-00-0-00-000), commonly referred to as Crysler Stadium (the "Property"); and

**WHEREAS**, on or about October 13, 2023, the City leased the Property to the Independence School District (the "District"), with the expectation that the City would eventually transfer the Property to the District; and

**WHEREAS**, the City now wishes to transfer the Property to the District pursuant to the terms and conditions of the Purchase and Development Agreement, dated February 18, 2025.

**NOW THEREFORE, BE IT ORDAINED** by the Council of the City of Independence, Missouri, as follows:

**Section 1.** That the transfer of property owned by the City of Independence, Missouri, consisting of approximately 9.63 acres (Jackson County Parcel Nos: 26-440-06-01-00-0-00-000 and 26-440-06-57-00-0-00-000) to the Independence School District is hereby approved, pursuant to the Purchase and Development Agreement, which is attached hereto as **Exhibit A** and incorporated herein.

**Section 2.** That the City Manager is authorized to execute any and all documents on behalf of the City in furtherance of transferring the Property to the District.

**Section 3.** That should any section, sentence, or clause of this Ordinance be declared invalid or unconstitutional, such declaration shall not affect the validity of the remaining portions of the Ordinance.

**Section 4.** That this Ordinance shall be in full force and effect from and after its passage and approval.

**Section 5.** That the City Clerk is authorized to correct any scrivener's errors identified within this Ordinance.

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

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

ATTEST:

_____
City Clerk

APPROVED - FORM AND LEGALITY:

_____
City Counselor

REVIEWED BY

_____
City Manager

C25.10

# *PURCHASE AND DEVELOPMENT AGREEMENT*

THIS DEVELOPMENT AND PURCHASE AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2025, by and between the City of Independence, Missouri ("Seller"), a Missouri municipal corporation, and the Independence School District ("Buyer"). The Seller and Buyer may hereinafter also be referred to individually as the "Party" and collectively as the "Parties."

**WHEREAS,** Seller owns real property in the City of Independence, Missouri, commonly referred to as Crysler Stadium; and

**WHEREAS,** Buyer desires to purchase said property belonging to Seller, make improvements thereto, and utilize for sporting events; and

**WHEREAS,** Seller is agreeable to selling said property to Buyer, under certain conditions.

**NOW, THEREFORE,** in consideration of the foregoing and of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the Parties hereby covenant and agree as follows:

1. **Property.** The property being sold, hereinafter referred to as the "Property", is located within the corporate boundaries of the City of Independence, Jackson County, Missouri, with a mailing address of 2301 South Crysler, Avenue, Independence, Missouri, 64055, and legally described in **Exhibit 1**, which is attached hereto and incorporated by reference.

2. **Transaction.** Subject to the terms and conditions herein, at Closing, Seller agrees to sell, convey, assign, transfer, and deliver to Buyer, and Buyer agrees to purchase and acquire from Seller, all of the rights, title, and interest of the Seller in and to the Property.

3. **Purchase Price**. The purchase price for the Property shall be One Dollar ($1.00).

4. **Closing.** The closing of the transaction contemplated by this Agreement (the "Closing") shall take place within forty-five (45) days following the execution of this Agreement (the "Closing Date"), unless otherwise agreed to in writing by the Parties, at a location agreeable to the Parties.

5. **Additional Costs.**
    a. **Seller's Transaction Costs**. Seller shall pay its own costs accrued in contemplation of the transaction, including legal costs and fifty percent (50%) of any appraisal.
    b. **Buyer's Transaction Costs**. Buyer shall pay its own costs accrued in contemplation of the transaction, including: i) fees and expenses incurred in connection with any inspections or other due diligence activities, including any environmental, engineering, zoning, or other similar third-party reports, and fifty percent (50%) of any appraisal; ii) all title charges and survey costs, including premium on any title policy; iii) any sales or similar tax and recording charges associated with the conveyance of the Property; iv) any mortgage tax, title

insurance fees, or expenses for any loan title insurance policies, or recording charges; v) all closing fees and expenses incurred by Seller or Buyer; vi) the costs for obtaining any title endorsements or extended coverage to any title policy; vii) the fees and expenses of its own attorneys, accountants, advisors, and consultants; viii) all charges for recording and/or filing the deed or any other documents in relation to the transaction. All other fees, costs, and expenses not expressly addressed herein shall be paid by Buyer.

6. **Due Diligence.** Buyer shall have a period of thirty (30) days following the execution of this Agreement (the "Due Diligence Period") to complete the Buyer's due diligence on the Property.
   a. Buyer may terminate this Agreement at any time during the Due Diligence Period for any reason whatsoever in the Buyer's sole discretion by providing written termination to the Seller, whereupon the Agreement shall termination without further recourse to either Party.
   b. At the end of the Due Diligence Period, Buyer shall be considered to have accepted the Property in its existing conditions. In the absence of a written termination notice, as described above in **Section 6.a.**, Buyer shall be deemed to have completed all inspection and other due diligence necessary to accept this Agreement and to proceed to Closing.

7. **Title Insurance.**
   a. Within fifteen (15) days after this Agreement is entered into, Seller shall deliver to Buyer a commitment for an ATLA form owner's policy of title insurance naming Buyer as the proposed insured, in the full amount of the Purchase Price, issued by a national title company (the "Title Commitment"), which shall be subject to Purchaser's review during the Due Diligence Period.
   b. If the Title Commitment evidences any encumbrances on Seller's title or any defects on Seller's title to which Buyer objects, Buyer shall notify Seller within ten (10) days after the receipt of the Title Commitment. After such ten (10) days have passed, Buyer shall be deemed to have accepted any such encumbrances or defects shown in the Title Commitment.
   c. Buyer shall be responsible for all costs and expenses associated with the Title Commitment and the resulting title policy.

8. **Deed.** At Closing, Seller shall deliver to Purchaser a General Warranty Deed in substantially the same form as attached hereto as **Exhibit 2**, conveying marketable fee simple title, subject to the Right of First Refusal as described herein.

9. **Appraisal.** The Parties shall commission an appraisal of the Property, to be performed by a licensed appraiser who is mutually agreeable to the Parties.

10. **Right of First Refusal.**
   a. Seller and Buyer hereby acknowledge and agree that if Buyer ever desires to sell, transfer, or otherwise dispose of the Property, or ceases utilizing the Property as stated in **Section 10** for more than three hundred sixty-five (365) days, Buyer must

notify Seller within fifteen (15) days of any of the following: i) discussions with outside parties regarding such disposal of the Property; ii) marketing of the Property for sale; iii) issuance of a request for proposals, invitation to bid, or similar process seeking proposals from the public for the purchase of the Property; or iv) any conversations, offers, or proposals which could reasonably constitute a potential sale or change in use of the Property.

b. Seller shall respond within thirty (30) days of receipt of such notice and notify Buyer if it is interested in exercising its Right of First Refusal under this Agreement. Seller's right includes the right to respond to Buyer's notice and the right to enforce this Agreement through all available judicial means.
c. If Seller is interested in exercising its Right of First Refusal under this Agreement, then the Parties shall commission an appraisal of the Property, to be performed by a licensed appraiser who is mutually agreeable to the Parties.
d. The purchase price available to Seller under this Right of First Refusal shall be the difference between the appraisal performed prior to the Closing and the appraisal performed following Buyer's notice to Seller as outlined in this section.
e. Seller and Buyer agree to use reasonable efforts to come to an agreement for Seller's repurchase of the Property if Seller exercises its Right of First Refusal.
f. This Right of First Refusal shall survive termination of this Agreement and shall continue until the earlier of: i) ten (10) years from the date of the Agreement; or ii) conveyance of the Property in fee simple to Seller or to a third party pursuant to the Right of First Refusal described herein. Seller and Buyer further agree to execute a Memorandum of Right of First Refusal for recording with the Jackson County Recorder of Deeds.

11. **Use of Property.** Buyer recognizes and agrees that the Property is a community asset and shall be improved and preserved in a manner consistent therewith, and shall be utilized exclusively for holding sporting events, athletic practices, and related activities.

12. **Condition of Property.** Buyer acknowledges and agrees that the purchase of the Property is on an "as is," "where is," and "with all faults" basis, subject to ordinary wear and tear from the effective date of this Agreement until Closing, and except as expressly provided herein, Seller has no obligation to repair any damage to or defect in the Property, to replace any of the Property, or to otherwise remedy any matter affecting the condition of the Property. The Property shall be maintained in its current condition and shall be delivered at Closing in the same condition as it is in at the time of the expiration of the Due Diligence Period. If, before Closing, all or any part of the Property is destroyed or materially damaged after the Due Diligence Period, Seller shall promptly deliver written notice to Buyer of such event. Upon receipt of such notice, Buyer may reinspect the Property and may, by written notice to Seller within ten days after receiving such notice, terminate this Agreement.

13. **Termination.** If this Agreement is terminated by either Party pursuant to a right expressly given in this Agreement, this Agreement shall thereafter become void and have no effect, without any liability on the part of either Party, other than the provisions of this Agreement which expressly survive termination.

14. **Default.** Seller or Buyer shall be in default under this Agreement if either fails to comply with any material covenant, agreement, or obligation within any time limits required by this Agreement. Following a default by either the Seller or Buyer, the non-defaulting Party shall have the following available remedies:

a. Buyer Default: If Buyer defaults, Seller may terminate this Agreement by written notice to the Buyer, and Seller and Buyer shall have no further rights or obligations under this Agreement, except those which expressly survive termination.
b. Seller Default: If Seller defaults, Buyer may terminate this Agreement by written notice to the Seller and Buyer may pursue any remedy and damages available at law or in equity.

15. **Seller's Representations.** Seller represents and warrants to the Buyer as follows:

a. Seller has no knowledge of any federal, state, county, or municipal tax liability or claim that has been filed or asserted against the Property.
b. Seller has no knowledge of any condemnation proceeding or special assessment pending or threatened against all or any portion of the Property, or knowledge of any action, suit, proceeding, inquiry or investigation at law or in equity or before or by any court, public body of administrative agency is pending or threatened that will adversely affect the Property or Seller's obligations under this Agreement.
c. Seller has no knowledge of any outstanding notices of any governmental authority that have been issued upon the Property requiring or calling attention to the need for any work, repairs, construction, or alterations or installations on or in connection with the Property.
d. To the best of Seller's knowledge, the present use of the Property is in compliance with all material building, zoning, and subdivision codes, laws, regulations, rules, and orders.

16. **Amendments.** This Agreement shall not be effectively amended, changed, modified, altered or supplemented except with the written consent of both Seller and Buyer. Any waiver of any provision of this Agreement or any right or remedy hereunder must be affirmatively and expressly made in writing and shall not be implied from an action, course of dealing, or otherwise.

17. **Notices.** All notices given under this Agreement shall be in writing and shall be deemed valid when delivered in person or by mail, postage prepaid, to the following addresses, or such other addresses as either Party shall hereafter designate by notice given in accordance with this section:

| | |
|---|---|
| Notices to Seller: | City of Independence, Missouri<br>Attn: City Manager<br>111 E. Maple Ave.<br>Independence, MO 64050 |
| Notices to Buyer: | Independence School District<br>Attn: Superintendent<br>201 N. Forest Ave.<br>Independence, MO 64050 |

18. **Successors and Assigns.** This Agreement will inure to the benefit of and be binding upon the Parties and their permitted successors and assigns.

19. **Governing Law.** The terms of this Agreement and the rights and obligations of the Parties hereto shall be governed by and construed in accordance with the laws of the State of Missouri.

20. **Binding Effect.** The covenants and conditions contained in this Agreement shall apply to and bind the Parties, heirs, legal representatives, successors, and permitted assigns of the Parties.

21. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with regard to the subject matter hereof and supersedes all prior understandings or agreements of any kind between the Parties preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

22. **Severability.** If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable part had not been included in this Agreement.

23. **Joint Drafting.** The Parties hereto agree that this Agreement has been jointly drafted and each Party has read the terms and provisions of this Agreement, has had an opportunity to seek legal review of this Agreement, and have agreed to abide by the terms and provisions herein.

24. **Authority.** The undersigned represent that they each have the authority and capacity from the respective Parties to execute this Agreement.

25. **Sovereign Immunity.** The Parties preserve all immunities recognized at law. Nothing herein shall be construed as a waiver of Sovereign Immunity or Governmental Immunity by whatever name as set forth in common law, statutes, ordinances, regulations, the Missouri Constitution, and/or the United States Constitution, including but not limited to § 537.600 RSMo, et seq.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Commencement Date, which is indicated above.

**SELLER:** **CITY OF INDEPENDENCE, MISSOURI**

By: _____
Zachary Walker, City Manager

**BUYER:** **INDEPENDENCE SCHOOL DISTRICT**

By: _____
Dr. Dale Herl, Superintendent

## Exhibit 1

**Parcel #1**
Address: 2301 S CRYSLER AVE, INDEPENDENCE, MO 64055
Parcel #: 26-440-06-01-00-0-00-000
Lot size: 261,666 Sq. Ft. or 6.01 acres
**Legal Description: SEC 10 TWP 49 RNG 32; BEG AT CEN SEC TH S 450' TH E 796.5' TO RR TH N WI RR TO PT; E OF BEG TH W 65' TO POB**

**Parcel #2**
Address: No Address Assigned by City
Parcel #: 26-440-06-57-00-0-00-000
Lot size: 157,582 Sq. Ft., or 3.62 acres
**Legal Description: RNG-32 TWP-49 SEC-10; BEG 422.5' S AND 583.92' E OF NW COR SE 1/4 TH E 205' TH SE; 550' MOL TH W 400' MOL TH N TO POB (PARK)**

# City of Independence

AGENDA ITEM COVER SHEET

**Agenda Title:**

25-059 **1R** An ordinance authorizing the removal and destruction of Municipal Court records that have met all requirements to be eligible for such destruction and are the subject of Circuit Court Administrative Order No. 2025-217, 2025-218 and 2025-219. **1R**

**Recommendations:**

**Background:**

Annual review and order for Municipal Court records that have reached their retention date and are eligible for destruction.

**Emergency Justification:**

**Fiscal Impact:**

None

**Council Action:**

---

**Department / Contact** Council and Board /

---

**REVIEWERS**

Jeremy Cover
Zachary Walker
Susanne Holland

**ATTACHMENTS:**

1. Ordinance to destroy Muni Court Records
2. Admin Order 2025-217, 218 and 219

Records Destruction
Municipal Court 2025
7/7/2025 – SH

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE REMOVAL AND DESTRUCTION OF MUNICIPAL COURT RECORDS THAT HAVE MET ALL REQUIREMENTS TO BE ELIGIBLE FOR SUCH DESTRUCTION AND ARE THE SUBJECT OF CIRCUIT COURT ADMINISTRATIVE ORDER No. 2025-217, 2025-218 and 2025-219.

WHEREAS, pursuant to Section 483.680 RSMo. (Court Revision Law), all records belonging to a municipal court on January 1, 1978, shall on January 2, 1979, become records of the circuit court in which such municipality or major geographical area thereof shall be located; and

WHEREAS, certain case records, non-court heard violations, and financial records of the Municipal Court of Independence, Missouri, a division of the 16th Judicial Circuit Court of Jackson County, Missouri, were identified and processed according to the procedures established by Missouri Supreme Court Administrative Rule 8 for records retention and destruction; and,

WHEREAS, the Circuit Court of Jackson County, Missouri at it's March 11, 2025, en banc meeting did, by Administrative Order No. 2025-217, 2025-218 and 2025-219, order and decree that the Presiding Judge of the Municipal Court is authorized to destroy certain case records, non-court heard violations and financial records; and,

WHEREAS, Article 14, Section 14.7 of the Charter of the City of Independence, Missouri, prohibits 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 document in any office or agency of the City Government, except as may be provided by ordinance; and,

WHEREAS, the City Council, being advised that certain case records, non-court heard violations, and financial records of the Municipal Court have met the minimum retention requirements, does desire to destroy said records to provide needed storage space for more current documents;

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

SECTION 1. That the Mayor is hereby authorized to direct the Presiding Judge of the Municipal Court to remove and destroy records eligible for destruction identified in the Order of Destruction, said report being attached hereto and incorporated by reference herein.

SECTION 2. That the Mayor is hereby authorized to direct the City Clerk and the Clerk of the Municipal Court to record the action in the permanent journal of destroyed documents.

SECTION 3. That all ordinances or parts of ordinances in conflict herewith shall be and are hereby repealed.

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

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

ATTEST:

_____
City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
City Counselor

REVIEWED BY:

_____
City Manager

**IN THE INDEPENDENCE MUNICIPAL COURT**
**A DIVISION OF THE CIRCUIT COURT**
**OF JACKSON COUNTY, MISSOURI**

**IN RE: ORDER OF DESTRUCTION**

**ADMINISTRATIVE ORDER NO: 2025-217**

**ORDER**

Upon the application of Garry L. Helm, Presiding Judge for the Municipal Court of Independence, Missouri, and after a finding by the Circuit Court of Jackson County, Missouri, at the March 11, 2025, court en banc meeting, that the Independence Municipal Court records proposed for destruction may lawfully be destroyed pursuant to Supreme Court Administrative Rule 8; with the approval of the Court en banc.

IT IS ORDERED, in accordance with the Supreme Court Administrative Rule 8.03, that Judge Garry L. Helm is authorized to destroy the following Independence Municipal Court records which are closed records as defined in Administrative Rule 8.04.6, by shredding or burning:

**IT IS SO ORDERED.**

3/18/25
**DATE**

Garry Helm
**HONORABLE GARRY L. HELM**
**PRESIDING JUDGE**

IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI

IN RE: DESTRUCTION OF INDEPENDENCE MUNICIPAL COURT RECORDS

ORDER OF DESTRUCTION

Upon the application of Garry L. Helm, Presiding Judge for the Municipal Court of Independence, Missouri, and after a finding by the Circuit Court of Jackson County, Missouri, at the _____ 2025, en banc meeting, that the Independence Municipal Court records proposed for destruction may lawfully be destroyed pursuant to Supreme Court Administrative Rule 8; with the approval of the Court en banc, and upon finding that no acceptance of the offer of records has been received.

IT IS ORDERED, in accordance with the Supreme Court Administrative Rule 8.03, that Judge Garry L. Helm is authorized to destroy the following Independence Municipal Court records which are closed records as defined in Administrative Rule 8.04 by shredding or burning:

1. Disposed Cases heard by the Municipal Court for convictions on Minor Traffic Cases, Parking Tickets, Animal Control and Housing Violation Cases, three years after final conviction of January, 2019 through December, 2019. According to new retention schedule effective July 1, 2018. Volume 30 boxes

2. All Missouri Uniform Traffic Ticket files representing all non-court heard cases with a guilty plea being entered by the defendant in each violation and allowed to be paid through the Traffic Violations Bureau, three years after final disposition from January, 2019 through December, 2019. Volume 7 boxes

3. All Municipal Cases resulting in dismissal from January, 2019 through December, 2019. Volume 10 boxes

4. Disposed Cases heard by the Municipal Court for convictions on driving while suspended or revoked, leaving the scene of an accident, fleeing or attempting to elude an officer, driver license violations, fraud, burglary, assault and other ordinance offenses involving non-traffic related damage to a person or property, 12 years after final conviction of January, 2010 through December, 2010.
Volume 26 boxes

5. All Financial Records from January, 2017 through December, 2017, to which includes:Daily return bond envelopes and carbon copies of checks, Bond logs for Independence Municipal bonds, Bond account check registers, Appeal bond receipts for new appeals, Circuit Court bond receipts and appeal check stubs, Compact discs for checking account, Bank statements, Unsatisfied bond judgments to Jackson County Circuit Court, Final bond forfeiture register list, Monthly statistics, Report for unclaimed property to State Treasurer, Bond account deposit receipts, Daily cash receipts deposits, Audit trails, Monthly case reports to City Clerk, OSCA reports, Purchasing payments and Court requisitions and refunds. 18 containers

6. Administrative Documents from January, 2019, through December, 2019, to which includes: Traffic Violation Bureau Computer, non-financial, Time Sheets, Circuit Court Appeal Dockets, dispositions and subpoena's to officers, Daily Warrant List, Commitment Books – Warrant of Commitments, Commitment Books – Commit to Hold, Mental Health Docket disposed cases, and Gun Dockets. 5 containers

11-Mar-2025
Date

Kevin D. Harrell
Presiding Judge
16th Judicial Circuit Court
Jackson County, Missouri

**IN THE INDEPENDENCE MUNICIPAL COURT**
**A DIVISION OF THE CIRCUIT COURT**
**OF JACKSON COUNTY, MISSOURI**

**IN RE: ORDER OF DESTRUCTION**

**ADMINISTRATIVE ORDER NO: 2025-218**

**ORDER**

Upon the application of Garry L. Helm, Presiding Judge for the Municipal Court of Independence, Missouri, and after a finding by the Circuit Court of Jackson County, Missouri, at the March 11, 2025, court en banc meeting, that the Independence Municipal Court records proposed for destruction may lawfully be destroyed pursuant to Supreme Court Administrative Rule 8; with the approval of the Court en banc.

IT IS ORDERED, in accordance with the Supreme Court Administrative Rule 8.03, that Judge Garry L. Helm is authorized to destroy the following Independence Municipal Court records which are closed records as defined in Administrative Rule 8.04.6, by shredding or burning:

**IT IS SO ORDERED.**

3/18/25
**DATE**

**HONORABLE GARRY L. HELM**
**PRESIDING JUDGE**

IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI

IN RE: DESTRUCTION OF INDEPENDENCE MUNICIPAL COURT RECORDS

ORDER OF DESTRUCTION

Upon the application of Garry L. Helm, Presiding Judge for the Municipal Court of Independence, Missouri, and after a finding by the Circuit Court of Jackson County, Missouri, at the _____ 2025, en banc meeting, that the Independence Municipal Court records proposed for destruction may lawfully be destroyed pursuant to Supreme Court Administrative Rule 8; with the approval of the Court en banc, and upon finding that no acceptance of the offer of records has been received.

IT IS ORDERED, in accordance with the Supreme Court Administrative Rule 8.03, that Judge Garry L. Helm is authorized to destroy the following Independence Municipal Court records which are closed records as defined in Administrative Rule 8.04 by shredding or burning:

1. Disposed Cases heard by the Municipal Court for convictions on Minor Traffic Cases, Parking Tickets, Animal Control and Housing Violation Cases, three years after final conviction of January, 2020 through December, 2020. According to new retention schedule effective July 1, 2018. Volume 30 boxes

2. All Missouri Uniform Traffic Ticket files representing all non-court heard cases with a guilty plea being entered by the defendant in each violation and allowed to be paid through the Traffic Violations Bureau, three years after final disposition from January, 2020 through December, 2020. Volume 7 boxes

3. All Municipal Cases resulting in dismissal from January, 2020 through December, 2020. Volume 10 boxes

4. Disposed Cases heard by the Municipal Court for convictions on driving while suspended or revoked, leaving the scene of an accident, fleeing or attempting to elude an officer, driver license violations, fraud, burglary, assault and other ordinance offenses involving non-traffic related damage to a person or property, 12 years after final conviction of January, 2011 through December, 2011.
Volume 23 boxes

5. All Financial Records from January, 2018 through December, 2018, to which includes:Daily return bond envelopes and carbon copies of checks, Bond logs for Independence Municipal bonds, Bond account check registers, Appeal bond receipts for new appeals, Circuit Court bond receipts and appeal check stubs, Compact discs for checking account, Bank statements, Unsatisfied bond judgments to Jackson County Circuit Court, Final bond forfeiture register list, Monthly statistics, Report for unclaimed property to State Treasurer, Bond account deposit receipts, Daily cash receipts deposits, Audit trails, Monthly case reports to City Clerk, OSCA reports, Purchasing payments and Court requisitions and refunds. 18 containers

6. Administrative Documents from January, 2020, through December, 2020, to which includes: Traffic Violation Bureau Computer, non-financial, Time Sheets, Circuit Court Appeal Dockets, dispositions and subpoena's to officers, Daily Warrant List, Commitment Books – Warrant of Commitments, Commitment Books – Commit to Hold, Mental Health Docket disposed cases, and Gun Dockets. 5 containers

11-Mar-2025
Date

Kevin D. Harrell
Presiding Judge
16th Judicial Circuit Court
Jackson County, Missouri

**IN THE INDEPENDENCE MUNICIPAL COURT**
**A DIVISION OF THE CIRCUIT COURT**
**OF JACKSON COUNTY, MISSOURI**

**IN RE: ORDER OF DESTRUCTION**

**ADMINISTRATIVE ORDER NO: 2025-219**

**ORDER**

Upon the application of Garry L. Helm, Presiding Judge for the Municipal Court of Independence, Missouri, and after a finding by the Circuit Court of Jackson County, Missouri, at the March 11, 2025, court en banc meeting, that the Independence Municipal Court records proposed for destruction may lawfully be destroyed pursuant to Supreme Court Administrative Rule 8; with the approval of the Court en banc.

IT IS ORDERED, in accordance with the Supreme Court Administrative Rule 8.03, that Judge Garry L. Helm is authorized to destroy the following Independence Municipal Court records which are closed records as defined in Administrative Rule 8.04.6, by shredding or burning:

**IT IS SO ORDERED.**

3/18/25
**DATE**

**HONORABLE GARRY L. HELM**
**PRESIDING JUDGE**

IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI

IN RE: DESTRUCTION OF INDEPENDENCE MUNICIPAL COURT RECORDS

ORDER OF DESTRUCTION

Upon the application of Garry L. Helm, Presiding Judge for the Municipal Court of Independence, Missouri, and after a finding by the Circuit Court of Jackson County, Missouri, at the _____ 2025, en banc meeting, that the Independence Municipal Court records proposed for destruction may lawfully be destroyed pursuant to Supreme Court Administrative Rule 8; with the approval of the Court en banc, and upon finding that no acceptance of the offer of records has been received.

IT IS ORDERED, in accordance with the Supreme Court Administrative Rule 8.03, that Judge Garry L. Helm is authorized to destroy the following Independence Municipal Court records which are closed records as defined in Administrative Rule 8.04 by shredding or burning:

1. Disposed Cases heard by the Municipal Court for convictions on Minor Traffic Cases, Parking Tickets, Animal Control and Housing Violation Cases, three years after final conviction of January, 2021 through December, 2021. According to new retention schedule effective July 1, 2018. Volume 30 boxes

2. All Missouri Uniform Traffic Ticket files representing all non-court heard cases with a guilty plea being entered by the defendant in each violation and allowed to be paid through the Traffic Violations Bureau, three years after final disposition from January, 2021 through December, 2021. Volume 7 boxes

3. All Municipal Cases resulting in dismissal from January, 2021 through December, 2021. Volume 10 boxes

4. Disposed Cases heard by the Municipal Court for convictions on driving while suspended or revoked, leaving the scene of an accident, fleeing or attempting to elude an officer, driver license violations, fraud, burglary, assault and other ordinance offenses involving non-traffic related damage to a person or property, 12 years after final conviction of January, 2012 through December, 2012.
Volume 21 boxes

5. All Financial Records from January, 2019 through December, 2019, to which includes:Daily return bond envelopes and carbon copies of checks, Bond logs for Independence Municipal bonds, Bond account check registers, Appeal bond receipts for new appeals, Circuit Court bond receipts and appeal check stubs, Compact discs for checking account, Bank statements, Unsatisfied bond judgments to Jackson County Circuit Court, Final bond forfeiture register list, Monthly statistics, Report for unclaimed property to State Treasurer, Bond account deposit receipts, Daily cash receipts deposits, Audit trails, Monthly case reports to City Clerk, OSCA reports, Purchasing payments and Court requisitions and refunds. 18 containers

6. Administrative Documents from January, 2021, through December, 2021, to which includes: Traffic Violation Bureau Computer, non-financial, Time Sheets, Circuit Court Appeal Dockets, dispositions and subpoena's to officers, Daily Warrant List, Commitment Books – Warrant of Commitments, Commitment Books – Commit to Hold, Mental Health Docket disposed cases, and Gun Dockets. 5 containers

11-Mar-2025
Date

Kevin D. Harrell
Presiding Judge
16th Judicial Circuit Court
Jackson County, Missouri

# NOLAND SOUTH SHOPPING CENTER
## COMMUNITY IMPROVEMENT DISTRICT

## FISCAL YEAR
## JULY 1, 2025 - JUNE 30, 2026
## BUDGET

# NOLAND SOUTH SHOPPING CENTER
## COMMUNITY IMPROVEMENT DISTRICT

### FISCAL YEAR JULY 1, 2025 - JUNE 30, 2026 BUDGET

### *BUDGET MESSAGE*

The Noland South Shopping Center Community Improvement District (the “District”) was created by Ordinance No. 19335 ("Ordinance") adopted by the City Council of the City of Independence, Missouri on June 6, 2022, pursuant to the Community Improvement District Act, Sections 67.1401 *et seq*., RSMo ("Act"). The District desires to fund, or assist in the funding of, certain services and improvements as allowed by Sections 67.1401 to 67.1571 RSMo, as amended.

On June 9, 2022, the District's Board of Directors passed Resolution No. 2022:03 which imposed, upon approval of the qualified voters of the District, a maximum rate of one percent (1.0%) sales tax on retail sales in the District for a period of 27 years from the effective of the Ordinance or such earlier period to coincide with the termination of the District. The sales tax collection became effective October 1, 2022.

The District has adopted a fiscal year beginning July 1 and ending June 30 of each year.

# NOLAND SOUTH SHOPPING CENTER
## COMMUNITY IMPROVEMENT DISTRICT

***PROPOSED BUDGET***
***FISCAL YEAR JULY 1, 2025 - JUNE 30, 2026 BUDGET***

| | ***Proposed Budget*** | | | | ***Approved Budget*** | ***Actual (unaudited)*** | ***Actual (unaudited)*** |
|---|---|---|---|---|---|---|---|
| | Operating Fund Budget | Debt Service Budget | Project Funds Budget | Fiscal Year Ending June 30, 2026 | Fiscal Year Ending June 30, 2025 | Fiscal Year Ending June 30, 2024 | Fiscal Year Ending June 30, 2023 |
| **REVENUES:** | | | | | | | |
| **Debt Service Funds:** | | | | | | | |
| Advances from developer | $ - | $ - | $ - | $ - | $ - | $ 298,431 | $2,587,531 |
| **Revenue Funds:** | | | | | | | |
| CID Sales Tax Revenues | - | 160,000 | - | 160,000 | 160,000 | 170,249 | 93,782 |
| Interest Income | - | - | - | - | - | 2 | - |
| **TOTAL REVENUES** | - | 160,000 | - | 160,000 | 160,000 | 468,682 | 2,681,313 |
| **EXPENDITURES:** | | | | | | | |
| **Project expenditures:** | | | | | | | |
| CID public improvements | - | | - | - | - | 509,503 | 2,587,531 |
| Repayment of debt on developers advances (including accrued interest) | - | 140,000 | - | 140,000 | 140,000 | - | - |
| **Operating expenditures:** | | | | | | | |
| Accounting fees | 3,000 | - | - | 3,000 | 3,000 | - | - |
| Insurance costs | 2,000 | - | - | 2,000 | 2,000 | - | - |
| Legal fees | 15,000 | - | - | 15,000 | 15,000 | 9,339 | 26,367 |
| Other operating costs of the district | - | - | - | - | - | - | 25 |
| **TOTAL EXPENDITURES** | 20,000 | 140,000 | - | 160,000 | 160,000 | 518,842 | 2,613,923 |
| **TRANSFERS TO/(FROM) OTHER FUNDS** | 20,000 | (20,000) | - | - | - | - | - |
| **EXPENDITURES AND TRANSFERS** | $ - | $ - | $ - | $ - | $ - | $ (50,160) | $ 67,390 |

# NOLAND SOUTH SHOPPING CENTER
## COMMUNITY IMPROVEMENT DISTRICT

### FISCAL YEAR JULY 1, 2025 - JUNE 30, 2026 BUDGET

### *BUDGET SUMMARY*

The District budget is presented in accordance with the requirements of Missouri statute on a cash basis.