



CITY COUNCIL Regular Meeting

July 21, 2025

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

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

INVOCATION

1. The Invocation will be given by Stephen Ballentyne, Assistant Pastor at the Mount Zion Restoration Branch

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

CONSENT AGENDA

Reports and Recommendations of the City Manager

1. Council action is requested to authorize the City Manager to execute a design services contract and issue a purchase order to Olsson Associates for an amount not to exceed \$119,980, for the Sanitary Sewer Main Relocation from Streambanks Project (Project No. 302203).
2. Council action is requested to authorize the City Manager to approve Change Order No. 1 to the design contract with Wilson & Company, in an amount not to exceed \$12,620, for the Woodbury Storm Water Drainage Improvement Project (Project No.

132401).

3. Council action is requested to authorize the expenditure of \$300,000 with Blue Springs Winwater for inventory purchases to support the Sanitary Collection System Maintenance and the Storm Water Maintenance Divisions of the Municipal Services Department.
4. Council action is requested to authorize the expenditure of \$120,000 with Brenntag Mid-South Inc. for the purchase of water and wastewater treatment chemicals by the Municipal Services Department.
5. Council action is requested to authorize the expenditure of \$3,619,750.00 for fuel and fuel oil purchases during fiscal year 2025–2026. The purchases will be made from Frazier Oil & LP Gas Company, Inc. to support the operational needs of the Fire Department, Municipal Services, and Power & Light Department.
6. Council action is requested to issue a purchase order for \$602,000 to Enterprise FM Trust for 73 Vehicle Leases for the Fleet Division of the Municipal Services Department.
7. Council action is requested to expend an additional \$200,000 to Tenaska for Energy Services and Energy Data Management services for the Power & Light Department for fiscal year 2024-25.
8. Council action is requested to expend \$1,797,000 to Tenaska for Energy Services and Energy Data Management services for the Power & Light Department for fiscal year 2025-26.
9. 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.

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. 25-763 A resolution amending Section 5.1 of the Council Rules of Procedure **(Sponsored by Councilmember Fears)**
3. 25-764 A resolution calling on Jackson County to create property tax relief for commercial property owners facing significant tax increases. **(Sponsored by Councilmembers John Perkins and Heather Wiley)**
4. 25-765 A resolution approving a Short-Term Rental for the property located at 3712

South Crysler Avenue, in Independence, Jackson County, Missouri. (***Valid legal protest filed. Requires 5 votes for approval.***)

5. 25-766 A resolution naming Jarvis Sackman as Interim Director of the Board of Directors of the Susquehanna East Shopping Center Community Improvement District
6. 25-767 A resolution reappointing Tom Lesnak and Nancy Clayton to the Board of Directors of the Susquehanna East Shopping Center Community Improvement District
7. 25-768 A resolution amending the Independence FIFA World Cup Advisory Committee Appointments to include four alternate members
8. 25-769 A resolution authorizing the City of Independence to adopt the Multi-Jurisdictional Hazard Mitigation Plan
9. 25-770 A resolution appointing the Successor Directors to the Hub Drive Community Improvement District
10. 25-771 A resolution appointing Pamela Jean Smith to the Independence Park Commission
11. 25-772 A resolution appointing Charline Gray to the Public Safety Tax Oversight Committee

REGULAR AGENDA

PUBLIC HEARING(S)

1. A public hearing for the application to rezone the property at 15430 & 15440 E. US 24 Highway from R-6, Single Family Residential, and C-2, General Commercial, to R-6, Single Family Residential. ***New Information Only.***

25-054 **2R** 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.
2R
2. A public hearing for the application to rezone the property at 11307 E. Aaron Lane from R-12, Two Family Residential, and I-1, Industrial, to R-6, Single Family Residential. ***New Information Only.***

25-055 **2R** 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. **2R**
3. A public hearing for the Special Use Permit application to operate a convenience

store without fuel sales at 104 E. Lexington Avenue. ***New Information Only.***

25-056 **2R** An ordinance approving a Special Use Permit to operate a convenience store without fuel sales at 104 E. Lexington Avenue, in Independence, Missouri. **2R**

4. A public hearing for the amendment to the Unified Development Ordinance, Chapter 14, of the Independence City Code relating to billboard setback requirements. ***Full Public Hearing.***

25-057 **2R** An ordinance amending the Unified Development Ordinance, Chapter 14, of the Independence City Code pertaining to the billboard setback requirements. **2R**

ORDINANCES

1. 25-047 **2R** 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. **2R**
2. 25-048 **2R** 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. **2R**
3. 25-049 **2R** 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. **2R**
4. 25-050 **2R** 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. **2R**

5. 25-051 **2R** 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. **2R**
6. 25-052 **2R** 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. **2R**
7. 25-053 **2R** 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. **2R**
8. 25-058 **2R** 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. **2R**
9. 25-059 **2R** 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. **2R**

FIRST READING(S)

1. 25-060 **1R** An ordinance amending the Independence City Code Chapter 18, Traffic. ***(Sponsored by Councilmember McCandless)*** **1R**
2. 25-061 **1R** An ordinance approving a rezoning from District C-2 (General Commercial) to District R-30/PUD (High Density Residential/Planned Unit Development) and approving a Preliminary Development Plan for the property located at 19300 East 37th Terrace South. **1R**
3. 25-062 **1R** An ordinance vacating a portion of an existing Right-of-Way and accepting new Right-of-Way of all that part of 2020 Quail Drive lying in, on, and across replat of Lot 1 of ISD East Elementary Center, a subdivision of Independence, Jackson County, Missouri. **1R**
4. 25-063 **1R** An ordinance authorizing the City Manager to appropriate \$250,000 from the City of Independence Opioid Settlement Funds for the City's Alternative

Response to Community Health program for Fiscal Year 2025-2026. **1R**

INFORMATION ONLY

1. Susquehanna East CID Proposed Budget for 2025-26
2. Municipal Court Report for June 2025
3. Records Request report for April 1 through June 30, 2025
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

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

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to authorize the City Manager to execute a design services contract and issue a purchase order to Olsson Associates for an amount not to exceed \$119,980, for the Sanitary Sewer Main Relocation from Streambanks Project (Project No. 302203).

Recommendations:

Council approval is recommended.

Background:

During a routine inspection of the sanitary sewer system, staff identified two locations requiring protection due to streambank erosion.

- Site 1 is located near E. 45th Terrace and Quail Creek Drive, where streambank erosion has exposed a 30-inch sanitary sewer main and manhole.
- Site 2 is located southeast of Jackson Drive and U.S. 24 Highway, where an existing aerial sanitary sewer crossing has become exposed due to similar streambank degradation.

To address these issues, staff has negotiated a scope of work and fee with Olsson Associates in an amount not to exceed \$119,980. Olsson Associates was selected based on the quality of their ongoing work in the Crackerneck Watershed, their availability relative to other qualified firms, and their status as a pre-qualified architecture and engineering (A&E) consultant with the City.

The scope of services includes, but is not limited to:

- Topographic survey
- Regulatory permitting
- Design of streambed and bank stabilization
- Easement preparation
- Bid support and construction phase services

Approval of this contract also includes authorization for a contingency amount of up to ten percent (10%) to accommodate potential changes in scope or unforeseen conditions during design.

Emergency Justification:**Fiscal Impact:**

The fiscal impact to the City is \$131,978, including contingencies. Funding for the Sanitary Sewer Main Relocation from Streambanks Project (Project No. 302203) is included in the FY 2025 Adopted Budget on page 204, under account number 302203-C-0317031-5406.

Council Action:

Department / Contact	Municipal Services /
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REVIEWERS

Richard Kemple
Melissa Cabrera
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Design Contract - Professional Services - Olsson - SS Streambank Relocation - Project No. 302203
2. Scope of Service & Fee- Olsson - Sanitary Relocate from Streambank - Project No. 302203

**CONTRACT FOR
PROFESSIONAL SERVICES**

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

WITNESSETH:

WHEREAS, City requires Design and Engineering services and,
WHEREAS, consultant is prepared to provide said professional services and shall give consultation and
advice to City during the performance of said services;
NOW THEREFORE, City and Consultant in consideration of the mutual covenants contained in this
contract, agree as follows:

ARTICLE 1 – EFFECTIVE DATE

The effective date of this contract shall be 7/21/2025.

ARTICLE 2 – SERVICES TO BE PERFORMED BY CONSULTANT

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

ARTICLE 3 – PERIOD OF SERVICE

The services shall be completed by TBD.

ARTICLE 4 – COMPENSATION

For services performed, the City shall pay the consultant, an amount not to exceed
\$119,980.

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

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

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

ARTICLE 5 – PERMITS AND LICENSES

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

ARTICLE 6 – OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

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

ARTICLE 7 – CHANGES, DELETIONS, OR ADDITIONS TO CONTRACT

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

ARTICLE 8 – STANDARD OF CARE

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

ARTICLE 9 – LIABILITY AND INDEMNIFICATION

Having considered the potential liabilities that may exist during the performance of a potential contract and the consultant's fee, and in consideration of the mutual covenants contained in the contract, City and consultant agree to allocate and limit such liabilities in accordance with this section:

Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the City, its officers, directors, and employees, against all damages liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by consultant's negligent performance of services under the contract and that of its sub-consultants, or anyone for whom the consultant is legally liable. Consultant shall indemnify City against legal liability for damages arising out of claims by consultant's employees.

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

ARTICLE 10 – INSURANCE

Architect, Engineering, and Survey Services

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

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

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

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

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

The above limits are the minimum acceptable and do not infer or place a limit on the liability of the Consultant. The City is to be named as an additional insured as the City's interest may appear for the General Liability and the Automobile Liability Insurance. The Consultant's insurance shall be primary and any insurance or self-insurance maintained by the City shall be excess for the City and not contribute with the coverage maintained by the Consultant.

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

WORKER'S COMPENSATION

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

ARTICLE 11 – SHIPPING, TITLE AND RISK OF LOSS

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

ARTICLE 12 – DELAY IN PERFORMANCE

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

ARTICLE 13 – TERMINATION

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

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

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

ARTICLE 14 – WAIVER

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

ARTICLE 15 – SEVERABILITY

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

ARTICLE 16 – SUCCESSORS AND ASSIGNS

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

ARTICLE 17 – ASSIGNMENT

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

ARTICLE 18 – THIRD PARTY RIGHTS

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

ARTICLE 19 – INDEPENDENT CONSULTANTS

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

ARTICLE 20 – AUDIT

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

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

ARTICLE 21 – EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

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

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

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

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

ARTICLE 22 – ANTI-DISCRIMINATION AGAINST ISRAEL ACT

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

ARTICLE 23 – GOVERNING LAW

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

ARTICLE 24 – COMMUNICATIONS

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

Lisa O'Dell, Lodell@indepmo.org

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

ARTICLE 25 – SEPARATE CONTRACTS

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

ARTICLE 26 – ENTIRE CONTRACT

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

ARTICLE 27 – SURVIVAL OF TERMS

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

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

City

By _____

Date _____

Consultant

By _____

Title _____

Date _____

SCOPE OF SERVICES

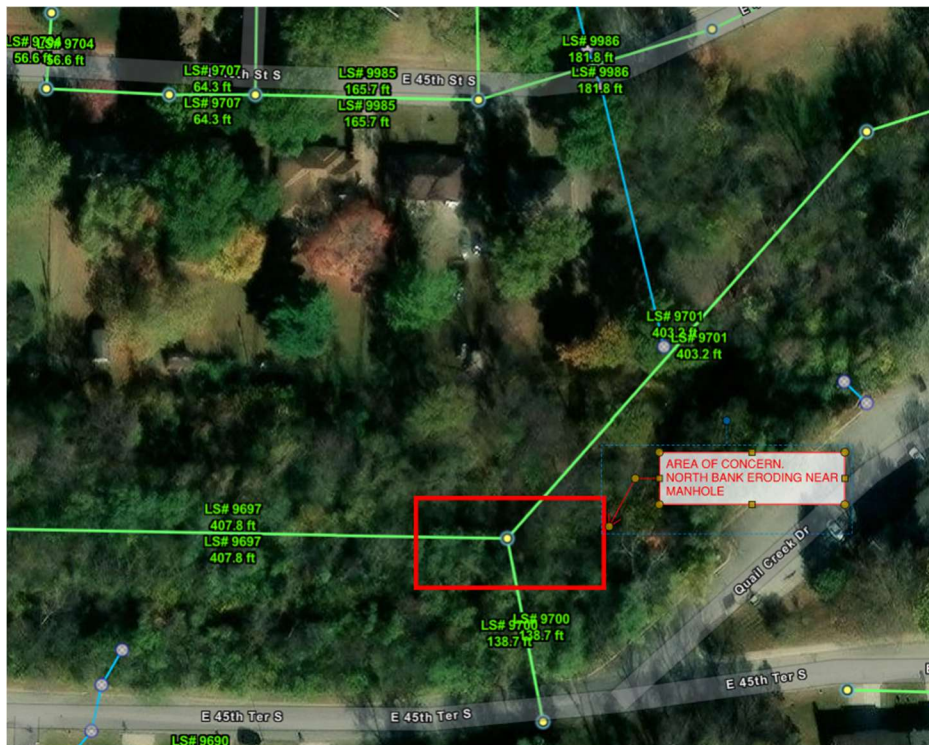
Project Description and Scope Overview

The Project consists of a qualified Consultant providing surveying and engineering services for two emergency project locations to address streambank failures near existing sanitary sewer as shown below. The project locations are:

Site #1: E 45th Terrace and Quail Creek Drive

At this project site, there is an existing aerial sanitary sewer crossing Adair Creek Tributary 2. The sewer crossing is supported by a large concrete structure that may be contributing to the erosion of the north bank. The north bank has eroded near the sanitary sewer manhole exposing the manhole and the sanitary sewer pipe.

The proposed project will evaluate reconstructing a stable bank and removing light weight yard waste that has been temporarily placed around the sanitary sewer. The proposed improvement will include excavating the existing bank and placing riprap to protect the slope from future erosion. Flowable fill may be placed near the manhole to address any localized undermining prior to placing bank fill. Options will be evaluated to remove, replace, or modify the existing piers to reduce hydraulic impacts, debris capture, and maintenance requirements.



Site #2: Jackson Drive and Highway 24

At this project site, there is an existing aerial sanitary sewer crossing the unnamed stream tributary and crossing the storm system discharge from the east. Stream bed degradation is visible at the base of the concrete sanitary support. Additionally, the west bank of the channel is eroding and the DIP/PVC connection of the existing sanitary sewer has been exposed on the west bank.

The proposed project will evaluate extending the storm sewer to the main channel to address the erosion at the channel from the east. The streambed will be stabilized through the limits of the project by utilizing grade control structures or riprap channel lining. The west bank of the channel will be excavated and reconstructed at a stable slope with riprap lining to resist future bank erosion and to cover the exposed PVC portion of the sanitary sewer.

This project is not located within a FEMA floodplain.



Scope Overview

The Consultant will design and prepare plans for the project using the City Public Works Manual design criteria, and the City's standard construction details as appropriate. The plans must contain survey baseline references ties for the contractor's use. The plans must identify and dimension all needed easements, right-of-way, and stakeout information; in addition, the Consultant shall provide written property descriptions, signed and sealed by a Missouri Registered Professional Land Surveyor.

The Consultant shall be fully responsible for the professional quality, technical accuracy, readability, and completeness including coordination of designs, drawings, and specifications as is ordinarily possessed and exercised by a professional consultant in the same community under similar circumstances. If the Consultant fails to meet the foregoing standard, the Consultant will perform at its own cost, and without reimbursement from the City, the professional services necessary to correct errors and omissions which are caused by Consultant's failure to comply with the above standard. Prior to each submittal of plans to the City for review, the Consultant shall provide quality control on the plans by the project manager. A letter is required from the Consultant's project manager to the City, stating that the final plan quantities have been calculated and checked for accuracy to the best of the firm's ability. The professional services, necessary to correct errors and omissions during construction, shall include any data, property descriptions, surveying, plans, designs, and specifications. The Consultant shall provide such services as expeditiously as is consistent with Professional performance.

DETAILED SCOPE OF SERVICES

Requirements of the Final Design

All plans shall be prepared in accordance with the latest editions, supplements and revisions of the City's storm drainage design criteria and APWA Section 5600, as adopted. The construction drawings shall be prepared in AutoCAD format. The City of Independence project number shall be included in all correspondence.

I. Topographic Surveying and Basemap

A. Site #1

i. Topographical Design Survey.

Olsson will provide a Topographical Design Survey for the outlined area (see attached exhibit). This survey shall depict all observed utilities, dimensions of exterior walls of existing buildings, spot elevations at exterior doorways, existing contours at one foot intervals, location of existing features such as pavement, buildings, trees, tree mass lines, storm, and sanitary sewer structures, pipe sizes, flow lines, and materials. Utility companies will be contacted through the Missouri One Call system and any utilities marked will be shown on the topography survey. Any maps of private utilities which are typically not located through the one call system that are provided will also be plotted in accordance with above ground structures. Olsson will provide Three (3) horizontal control points tied to NAD Missouri Coordinate System 1983 West Zone, and One (1) benchmark tied to NAVD 1988 elevation datum. All Raw data obtained, and field notes created during the process of making this survey will remain the property of Olsson. Utility location and mapping is for horizontal location of above ground and underground utilities only. Utility depths other than Sewers will not be obtained or indicated on the survey. Survey of utilities will be based on tracing and marking by One Call utility locator. By signing this contract, the client understands and acknowledges that utility mapping is not exact and it is possible that not all utility lines will be located. Olsson is not responsible for mis-marked or unmarked Utilities.

- ii. Title(O&E) reports
An ownership and encumbrance report will be ordered from local title company for the project area. We anticipate up to 3 residential parcels that will be required for site #1.
- iii. Descriptions and Exhibits.
Olsson will prepare metes and bounds legal descriptions and exhibits for items such as temporary construction easements, drainage easements, common access areas, non-platted parcels etc. as required by the City, local utility companies or the Client. Services for description and exhibits will be conducted at a LS of \$800 per easement request. We have included an allowance for up to 3 easements

B. Site #2

- i. Topographical Design Survey.
Olsson will provide a Topographical Design Survey for the outlined area (see attached exhibit). This survey shall depict all observed utilities, dimensions of exterior walls of existing buildings, spot elevations at exterior doorways, existing contours at one foot intervals, location of existing features such as pavement, buildings, trees, tree mass lines, storm, and sanitary sewer structures, pipe sizes, flow lines, and materials. Utility companies will be contacted through the Missouri One Call system and any utilities marked will be shown on the topography survey. Any maps of private utilities which are typically not located through the one call system that are provided will also be plotted in accordance with above ground structures. Olsson will provide Three (3) horizontal control points tied to NAD Missouri Coordinate System 1983 West Zone, and One (1) benchmark tied to NAVD 1988 elevation datum. All Raw data obtained, and field notes created during the process of making this survey will remain the property of Olsson. Utility location and mapping is for horizontal location of above ground and underground utilities only. Utility depths other than Sewers will not be obtained or indicated on the survey. Survey of utilities will be based on tracing and marking by One Call utility locator. By signing this contract, the client understands and acknowledges that utility mapping is not exact and it is possible that not all utility lines will be located. Olsson is not responsible for mis-marked or unmarked Utilities.
- ii. Title (O&E) reports
An ownership and encumbrance report will be ordered from local title company for the project area. We anticipate only requiring 1 Commercial parcel for site #2
- iii. Descriptions and Exhibits
Olsson will prepare metes and bounds legal descriptions and exhibits for items such as temporary construction easements, drainage easements, common access areas, non-platted parcels etc. as required by the City, local utility companies or the Client. Services for description and exhibits will be conducted at a LS of \$800 per easement request. We have included an allowance for one easement.

II. Final Design

Both projects will be expedited as quickly as possible through survey and design. A limited plan set will be prepared for both project locations that depicts the proposed improvements and provides estimates of construction quantities for the purpose of obtaining bids from contractors on the work. The project will not follow the city's standard design phases, instead following the survey of the project, the Consultant will

prepare final plans for the city's review and comment. Comments will be incorporated into the plans by the Consultant and returned to the city as bid plans.

- A. Provide design plan and profiles, details, and sections. Unless pre-approved, plan and profiles shall be scaled no larger than 1"=20' horizontal and 1"=10' vertical.
- B. Show location of property lines, utilities, and other conflicts that will impact the design.
- C. A grading plan and/or cross sections shall be provided which clearly indicate limits of grading. Grading information will primarily be provided via typical sections and cross sections.
- D. Easement and ownership sheet that illustrates property lines, right of ways, existing and proposed easements, and a table listing in square feet all the required temporary construction easements and permanent easements.
- E. Perform hydraulic modeling and no-rise analysis in HEC-RAS for work within floodplain
 - i. Site 1: The project is located within the FEMA floodplain and floodway. The Consultant will be responsible for preparing a no-rise certificate for the proposed project. The design of the project will be aimed at not decreasing the historic cross-sectional area of the stream below the floodplain elevations. Hydraulic modeling will make assumptions on the historic bank location using effective HEC-RAS cross sections, historic plans and photos (provided by city, if applicable) showing the sewer manhole backfilled, and physical evidence of erosion extents.
 - ii. Site 2: Not located within floodplain. A no-rise analysis will not be required. Basic calculations will be performed to size riprap for this site.
- F. Site #1 Sanitary Sewer Aerial Crossing Retrofit
 - i. Olsson will complete a site visit and evaluate multiple structural solutions for improving the hydraulic characteristics of the existing sanitary sewer aerial crossing. Solutions are anticipated to include center pier replacement, pier retrofit with deflector wall extending upstream, CRCE and removal of center pier, and full replacement with a carrier pipe. A preliminary design memorandum will be prepared that illustrates each solution and identifies the following; anticipated construction costs, bypass pumping requirements, and pros/cons.
 - ii. Once an alternative is chosen by the city, Olsson will prepare designs and bid documents for the aerial crossing reconstruction. This work is anticipated to include an estimation of the design highwater event for determining lateral hydraulic forces and debris raft loading, streambank reconstruction around the existing manhole, and structural designs for the modified or new aerial crossing.
- G. Olsson will distribute the final design plan to utility owners in the area and discuss any potential utility conflicts and relocations with the utility owners. No utility design is included.
- H. Prepare opinion of probable construction cost (OPCC). Estimate shall include construction quantities, unit costs, and a 10% contingency for utility relocation expenses, legal expenses, and easement acquisition as applicable.
- I. Final Check Set phase shall be submitted to the Public Works Engineering to perform final reviews in preparation for the acquisition and bidding phases. Copies of the submittal shall be forwarded to the Stormwater Manager.

Final plans submitted to the City should contain the following (up to 12 sheets are

assumed):

- Title Sheet, including abbreviations, legends, and utility contacts
- Survey Reference Points Sheet
- Plan & Profile (1" = 20' scale plans) (1" = 10' vertical scale profiles) (North Arrow to the right or up on the sheet). Plans must be readable at half scale.
- Typical sections and standard details
- Special construction plans, including profiles and details
- Cross Sections as required (1" = 20' scale, horizontal and 1" = 10' vertical) (maximum intervals of 50')
- Landscape/Restoration Plan (may be added to the plan and profiles if not cluttered.)

J. 404 Permitting:

- i. Site 1: No Pre-construction Notification Required Memo
Olsson will develop a memo for the project at Site #1 outlining the rationale for the project's authorization under Nationwide Permit 3 for Maintenance, with specific reference to the proposed activities and site conditions, and why a pre-construction notification to the U.S. Army Corps of Engineers is not required for this project.
- ii. Site 2: Wetland and Stream Delineation
 1. Olsson will complete a wetland and stream delineation of the project site at Site #2 in Independence, Missouri. Olsson will follow the methods described in the U.S. Army Corps of Engineers (Corps) Wetland Delineation Manual (January 1987) and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Eastern Mountain & Piedmont Region (Version 2.0) (April 2012).
 2. Desktop Review. The first step of the wetland and stream delineation consists of a desktop review of available databases to determine areas within the project study area that may have potential wetlands or other waters of the U.S. This review will include accessing information from the National Hydrography Dataset (NHD), National Wetland Inventory (NWI), U.S. Geological Survey (USGS) 7.5 minute topographic maps, Natural Resources Conservation Service (NRCS) soil data, and current and historical aerial imagery.
 3. Site Visit. Following the desktop review, a site visit will be conducted to field verify the presence or absence of wetlands, streams, and other waters of the U.S. identified during the desktop review. The site visit will be conducted by traversing the project study area to identify wetland characteristics including; hydrophytic vegetation, hydric soils, and wetland hydrology. Wetland, streams, and/or other waters of the U.S. boundaries will be delineated using sub-meter accuracy global positioning system (GPS) units. Eastern Mountain & Piedmont Region data forms will be filled out. Photographs documenting site conditions, including wetlands, streams, and other waters of the U.S., will be taken. Agricultural areas require additional sample points primarily to document soil conditions.
 4. Report. Upon completion of the site visit a report documenting the findings of the wetland and stream delineation will be prepared detailing the presence or absence of wetlands, streams, and other waters of the U.S. within the project study area. The wetland and stream delineation report will include a narrative of how the wetland and stream delineation was conducted and a summary of the results

of the wetland and stream delineation. Figures documenting information gathered during the desktop review and figures showing wetland, streams, and other waters of the U.S. boundaries, sample point locations, and photo point locations will be included. The report will also include a description of Olsson's opinion of whether the wetlands, streams, and other waters of the U.S. are jurisdictional.

5. Nationwide Permit Preconstruction Notification

- a. Olsson will submit a Clean Water Act, Section 404, nationwide permit pre-construction notification to the U.S. Army Corps of Engineers (USACE) for the project site. Nationwide permits are general department of army (DA) permits that meet a set of nationwide standards that have minimal individual and cumulative environmental impacts. Nationwide permits are required when jurisdictional aquatic impacts occur related to a project. Olsson will follow the Clean Water Act regulations (33 CFR Parts 320-332) and Section 404(b)(1) Guidelines (40 CFR Part 230). Nationwide permits include a description of the Project, aquatic impacts, threatened and endangered species (desktop evaluation), and cultural resources (desktop evaluation). Following completion of the permit, Olsson will submit the permit request to the USACE for permit issuance. Olsson will follow up with additional USACE requests within the limitation of the assumptions outlined below.

III. Construction Plan Submittal, Review and Revisions

Upon completion of the acquisition phase, the Consultant shall incorporate into the drawings the easement acquisition related notes; and then submit electronic Construction Bid Documents. Consultant will be responsible for the construction drawings and final engineer's estimate. It is assumed city and MoDOT standard specifications will be used for technical specifications and the city will compile the specifications manual. All documents must be signed and sealed by a Missouri Registered Professional Engineer.

IV. Bidding and Construction Phase

The Consultant may be asked to answer technical questions during the construction phase, and the Consultant shall also address errors without any additional compensation.

City Responsibilities:

- Easement acquisitions from property owners
- Public meetings or individual meetings with the property owners
- Front end specifications
- Administration of the bidding and construction contract.
- Provide as-built plans for the sanitary sewer line

Excluded services

- Sanitary sewer relocation plans
- FEMA CLOMR/LOMR
- USACE Individual 404 Permit
- Developing new HEC-RAS model for Site #1. It's assumed FEMA effective model will be requested and provided by SEMA/FEMA

- Utility Potholing
- Geotechnical Site Investigation and Evaluation
- Camera Inspections of Sewer
- Manhole replacement
- Surveying potholed utility facilities.
- Structural details and retaining wall design
- Construction phasing or detour plans
- Construction Observation

Hourly Fee Table
2025 Bank Stabilization Projects
City of Independence, MO
July 2, 2025



TASK DESCRIPTIONS	Personnel Classification: Average Hourly Rate:	Project Manager \$210	Sr. Engineer \$195	Engineer \$150	Assoc. Engineer \$135	Sr. Scientist \$155	Admin. \$85	RLS Surveyor \$160	Survey Tech. \$110	Survey 2 Man Crew \$210	Total Hours	Total Fees	Expenses	TOTALS	
Survey & Easements															
Topographic Survey - Site #1								4	8	32	44	\$8,240		\$8,240	
Title Reports - Site #1											0	\$0	\$750	\$750	
Easements Descriptions and Exhibits - Site #1								4	16		20	\$2,400		\$2,400	
Topographic Survey - Site #2								4	8	32	44	\$8,240		\$8,240	
Title Reports - Site #2											0	\$0	\$400	\$400	
Easements Descriptions and Exhibits - Site #2								2	5		7	\$870		\$870	
Subtotal		0	0	0	0	0	0	14	37	64	115	\$19,750	\$1,150	\$20,900	
Final Design															
Prepare Construction Plans		18		64	64						146	\$22,020	\$110	\$22,130	
Hydraulic Modeling and No-Rise Analysis			4	24	40						68	\$9,780		\$9,780	
Floodplain Development Permit				1							1	\$150		\$150	
Sanitary Sewer Aerial Crossing Retrofil		8	24	32	110						174	\$26,010		\$26,010	
Utility Coordination		8		16							24	\$4,080		\$4,080	
Opinion of Probable Construction Cost		8		16							24	\$4,080		\$4,080	
QA/QC			4	8	8						20	\$3,060		\$3,060	
Submittals		6			6						12	\$2,070	\$200	\$2,270	
USACE Nationwide Permitting		4				54					58	\$9,210		\$9,210	
Subtotal		52	32	161	228	54	0	0	0	0	527	\$80,460	\$310	\$80,770	
Construction Documents															
Incorporate City comments and revisions		16		32	32		2				82	\$12,650		\$12,650	
Submittals		2		2	4						8	\$1,260	\$200	\$1,460	
Subtotal		18	0	34	36	0	2	0	0	0	90	\$13,910	\$200	\$14,110	
Bidding and Construction Phase															
Answer Bidder, Contractor, City Questions		20									20	\$4,200		\$4,200	
Subtotal		20	0	0	0	0	0	0	0	0	20	\$4,200	\$0	\$4,200	
Total All Tasks		90	32	195	264	54	2	14	37	64	752	\$118,320	\$1,660	\$119,980	
													TOTAL FEES & EXPENSES		\$119,980

ASSUMPTIONS:

1. Tasks and fees above are based on the Water Pollution Control Department's Standard Scope of Services for Final Design only, with exceptions noted in the scope of services.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to authorize the City Manager to approve Change Order No. 1 to the design contract with Wilson & Company, in an amount not to exceed \$12,620, for the Woodbury Storm Water Drainage Improvement Project (Project No. 132401).

Recommendations:

Council Approval is recommended.

Background:

Approval of Change Order No. 1 will increase the existing contract (PO #24001286) with Wilson & Company by \$12,620 as part of the Woodbury Storm Water Drainage Improvement Project (Project No. 132401). The additional services, related to water main removal and replacement, will be funded through the Water Main Replacement Project (Project No. 9749).

A new line item will be added to the existing purchase order to track the water funds allocated for these additional design services.

Staff also requests approval of an additional ten percent contingency, based on the revised contract amount, to accommodate any future minor change orders.

Original Contract:	\$ 89,695.40
Change Order #1:	\$ 12,620.00
New Contract Total:	\$102,315.40
New Contingency:	\$ 10,231.54

Emergency Justification:**Fiscal Impact:**

The fiscal impact to the City is \$112,546.94, including the original contract amount and contingency amounts. Funding for the Water Main Replacement Project (Project No. 9749), which is a component of the Woodbury Storm Water Drainage Improvement Project (Project No. 132401), is included in the FY 2024 budget on page 265. Funds will be drawn from account number 0407040-5406, Project 9749, Water Fund (Fund 040).

Council Action:

Department / Contact	Municipal Services /
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REVIEWERS

Richard Kemple
Melissa Cabrera
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. CO#1 - Scope of Service - Wilson & Company - Woodbury Stormwater - Water Main Replacement

June 11, 2025

Ted Martin, PE, CFM
Stormwater Manager
City of Independence, MO
17221 East 23rd Street South
Independence, MO 64057

Re: Woodbury Drainage Improvements – Water Main Design

The Woodbury Drainage Improvements project requires additional scope to design the water main relocation. Original project number 132401 and purchase order 24001286. Wilson & Company Project Number 23-600-666-00. The original agreement included Preliminary and Final design, Project Manual, and Estimates for the drainage project. As the design has progressed towards Final Plans, additional items have been identified that are required to complete the project. These have been included in the scope below. All other items are included under the original agreement.

The Period of Service should be set to 10/1/2026 to account for the limited Construction Related Services.

The Project Rate Schedule is the attached 2023 Hourly Rate Schedule.

Scope of Work:

1. Water Main Design

The design efforts and utility coordination complete already have identified a need to relocate the water main with the installation of the new storm sewer. The following tasks are included in this amendment.

- 1.1 Prepare Alignment, Profile, Details** – Develop water main alignment and profile plans for relocating the existing 6" watermain at the intersection of E. 25th Street South and S. Woodbury Street, City standard details will also be included in the plan set. The design will generally follow the marked-up alignment provided by Independence Water Department.
- 1.2 QA / QC of Submittal** – the additional effort includes a quality control review of the water plans.
- 1.3 Utility Coordination** – additional effort also includes coordination of the design and a plan submittal and subsequent plan revisions based on comments to the Independence Water Department.
- 1.4 Construction Specification (Water Main)** – Addition of the City Standard water construction specifications to the project manual is included.
- 1.5 Design and plan revisions** – the design and plans will be revised based on the City's review.

Please let me know if you have any questions.

Sincerely,



Cody Porter
Project Manager
816-868-1410



Proj.: Woodbury Drainage Improvments
By: CDPorter
Date: June 11, 2025
Client: City of Independence
Notes: Water Main Relocation

EXHIBIT A
FEE ESTIMATE WORKSHEET

Fee Reviewed by: JCK		ESTIMATED MANHOURS										TOTAL HRS	LABOR EFFORT	EXPENSE EFFORT	TOTAL FEE
Date: 06/11/25	TASK CODE WCI CLASS														
TASK I.D.	WORK TASK DESCRIPTION	TITLE	P6 Project Manager	P4 Project Engineer	P3 Design Engineer	PD4 CADD Designer	FS7 Survey Manager (Licensed)	FS5 Chief Surveyor (Licensed)	FS4 Survey Crew Chief	FS3 Surveyor	PD4 Survey CADD Designer				
		LABOR RATE	\$240.00	\$155.00	\$130.00	\$130.00	\$240.00	\$140.00	\$100.00	\$80.00	\$130.00				
Section 1 - Water Main Design															
1.1	Prepare Alignment, Profile, Details		1	8		40						49.0	\$ 6,680.00	\$ -	\$ 6,680.00
1.2	QA / QC of Submittal		2	2		8						12.0	\$ 1,830.00	\$ -	\$ 1,830.00
1.3	Utility Coordination			4								4.0	\$ 620.00	\$ -	\$ 620.00
1.4	Construction Specifications - Water Main			2								2.0	\$ 310.00	\$ -	\$ 310.00
1.5	Design and plan revisions		2	4		16						22.0	\$ 3,180.00	\$ -	\$ 3,180.00
	Subtotals		5	20	0	64	0	0	0	0	0	89.0	\$ 12,620.00	\$ -	\$ 12,620.00
TOTALS			5	20	0	64	0	0	0	0	0	89.0	\$ 12,620.00	\$ -	\$ 12,620.00

EXHIBIT B
2023 Hourly Rates



LABOR RATES		REGULAR BILL RATE	OVERTIME BILL RATE
A1	Intern Architect, Job Captain (Unlicenced)	\$ 92.00	\$ 92.00
A2	Intern Architect, Job Captain (Unlicenced)	\$ 100.00	\$ 100.00
A3	Intern Architect, Job Captain (Unlicenced)	\$ 120.00	\$ 120.00
A4	Architect (Licenced)	\$ 150.00	\$ 150.00
A5	Architect (Licenced)	\$ 180.00	\$ 180.00
A6	Architect (Licenced)	\$ 220.00	\$ 220.00
A7	AVP, VP, Ops Manager	\$ 260.00	\$ 260.00
AD1	Receptionist/File Clerk	\$ 44.00	\$ 66.00
AD2	Administrative Assistant II/Receptionist	\$ 56.00	\$ 84.00
AD3	Administrative Assistant III/Receptionist	\$ 70.00	\$ 105.00
AD4	Administrative Assistant IV/Executive Assistant IV	\$ 76.00	\$ 114.00
AD5	Senior Administrative Assistant V/Executive Assistant V	\$ 95.00	\$ 142.50
FC1	Junior Construction Observer	\$ 65.00	\$ 97.50
FC2	Construction Observer/Inspector	\$ 77.00	\$ 115.50
FC3	Construction Observer/Inspector	\$ 92.00	\$ 138.00
FC4	Construction Observer/Inspector	\$ 110.00	\$ 165.00
FC5	Senior Construction Observer/Inspector	\$ 125.00	\$ 125.00
FC6	Senior Construction Observer/Inspector	\$ 150.00	\$ 150.00
FS1	Survey Tech I	\$ 50.00	\$ 75.00
FS2	Survey Tech II	\$ 65.00	\$ 97.50
FS3	Survey Tech III	\$ 80.00	\$ 120.00
FS4	Crew Chief, Senior Crew Chief	\$ 100.00	\$ 150.00
FS5	Chief Surveyor (Licensed)	\$ 140.00	\$ 138.00
FS6	Survey Manager (Licensed)	\$ 200.00	\$ 180.00
FS7	Operations Manager (Licenced)	\$ 240.00	\$ 240.00
IA1	Intern I	\$ 38.00	\$ 57.00
IA2	Intern II	\$ 54.00	\$ 81.00
IA3	Intern III	\$ 64.00	\$ 96.00
IA4	Intern IV	\$ 70.00	\$ 105.00
OD1	CADD Technician (entry level)	\$ 48.00	\$ 72.00
OD2	CADD Technician	\$ 60.00	\$ 90.00
OD3	CADD Technician	\$ 80.00	\$ 120.00
OD4	CADD Technician	\$ 100.00	\$ 150.00
OD5	Senior CADD Technician/CADD Manager	\$ 115.00	\$ 172.50
OP1	Apprentice Stereo Operator	\$ 50.00	\$ 75.00
OP2	Stereo Operator	\$ 63.00	\$ 94.50
OP3	Stereo Operator/GIS Analyst	\$ 82.00	\$ 123.00
OP4	Stereo Operator/GIS Analyst	\$ 110.00	\$ 165.00
OP5	Chief Photogrammetrist	\$ 124.00	\$ 186.00
OP6	Chief Photogrammetrist	\$ 180.00	\$ 180.00

EXHIBIT B
2023 Hourly Rates



LABOR RATES		REGULAR BILL RATE	OVERTIME BILL RATE
OP7	Chief Photogrammetrist	\$ 240.00	\$ 240.00
OF6	Associate Vice President	\$ 240.00	\$ 240.00
OF7/8	Vice President	\$ 270.00	\$ 270.00
P1	Graduate Enginner (Unlicensed)	\$ 100.00	\$ 100.00
P2	Graduate Enginner (Unlicensed)	\$ 115.00	\$ 115.00
P3	Staff Detail Designer (Unlicensed)	\$ 130.00	\$ 130.00
P4	Staff Detail Designer (Licensed)	\$ 155.00	\$ 155.00
P5	Project Designer (Licensed)	\$ 200.00	\$ 200.00
P6	Project Designer (Licensed)	\$ 240.00	\$ 240.00
P7	Department Head, Principal (Licensed)	\$ 280.00	\$ 280.00
PL1	Junior Planner (Unlicensed)	\$ 72.00	\$ 108.00
PL2	Junior Planner (Unlicensed)	\$ 86.00	\$ 129.00
PL3	Planner (Unlicensed)	\$ 105.00	\$ 157.50
PL4	Senior Planner (Licensed)	\$ 147.00	\$ 147.00
PL5	Senior Planner/Project Mgr (Licensed)	\$ 194.00	\$ 194.00
PL6	Senior Planner/Project Manager (Licensed)	\$ 220.00	\$ 220.00
PL7	AVP, VP, Ops Manager	\$ 260.00	\$ 260.00
PD1	CADD Designer	\$ 85.00	\$ 127.50
PD2	CADD Designer	\$ 90.00	\$ 135.00
PD3	CADD Designer	\$ 115.00	\$ 172.50
PD4	Senior CADD Designer	\$ 130.00	\$ 130.00
PD5	Senior CADD Designer	\$ 150.00	\$ 150.00
RP1	Junior Railroad Technician	\$ 92.00	\$ 92.00
RP2	Railroad Technician	\$ 100.00	\$ 100.00
RP3	Railroad Technician/Specialist	\$ 120.00	\$ 120.00
RP4	Senior Railroad Specialist	\$ 147.00	\$ 147.00
RP5	Senior Railroad Specialist, RR Project Manager	\$ 180.00	\$ 180.00
RP6	Senior Railroad Specialist, RR Project Manager	\$ 220.00	\$ 220.00
SP1	Junior RE Specialist/Consultant	\$ 63.00	\$ 94.50
SP2	RE Specialist/Public Involvement/Consultant	\$ 87.00	\$ 130.50
SP3	Planner/ROW Agent/Project Manager	\$ 105.00	\$ 157.50
SP4	Senior RE Specialist/Planner/Senior ROW Agent/Project Mgr	\$ 150.00	\$ 150.00
SP5	Senior RE Specialist/Planner/Senior ROW Agent/Project Mgr	\$ 180.00	\$ 180.00
SP6	Senior RE Specialist/Planner/Project Manager	\$ 220.00	\$ 220.00
SP7	AVP, VP, Ops Manager	\$ 260.00	\$ 260.00

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to authorize the expenditure of \$300,000 with Blue Springs Winwater for inventory purchases to support the Sanitary Collection System Maintenance and the Storm Water Maintenance Divisions of the Municipal Services Department.

Recommendations:

Council approval is recommended.

Background:

The Municipal Services Department utilizes Blue Springs Winwater as the supplier of sanitary and storm sewer pipe, fittings, and related materials necessary to repair the City's sanitary and storm water collection systems. This includes manhole frames and lids, riser rings, and other various structures. Anticipated expenditures are \$165,000 for the Sewer Fund and \$135,000 for the Stormwater Sales Tax.

Blue Springs Winwater is contracted through Cooperative Contract No. 2022-024-1/3R, issued by the City of Lee's Summit, Missouri.

In accordance with Section 8.06.004, Paragraph 4 of the City Code, competitive bidding is not required when purchases are made through a cooperative contract established by a governmental 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 also authorize change orders up to ten percent of the authorized amount, provided sufficient appropriations are available.

Emergency Justification:**Fiscal Impact:**

The fiscal impact to the City is \$330,000, including contingency. Funding is included in the FY 2026 budget on page 172, from account number 0305230-5314 (Sewer Fund, Inventory Purchases) and page 170, from account number 0135262-5312 (Stormwater Sales Tax, Maintenance).

Council Action:

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

REVIEWERS

Richard Kemple
Melissa Cabrera
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. COOP Contract #2022-024-1-3R - BS Winwater - EXP 3.16.2026



INTEROFFICE MEMORANDUM
CONTRACT DOCUMENT

DATE: January 21, 2025

TO: Key Purchasing Personnel

FROM: Procurement and Contract Services

RE: Water Operations Material

Bid#: 2022-024

Contract#: 2022-024-1/3R

Vendor Name & Address	Blue Springs WinWater 808 SE Sunnyside School Road Blue Springs, MO 64014
Phone & Fax	816-224-5700
Contact Person	Jerry Parks
Ordering Instructions	○ Using Department to enter a requisition in the Lawson System for a Purchase Order to be issued. ○ Requisition must include each item as a separate line item. ○ Invoices will be paid against Lawson System Receiver and Purchase Order. ○ Reference Contract Number in the comments section of the requisition as well as comments to print on the purchase order.
Terms/Discounts	Net 30
Delivery	Destination
Pricing	See Attached Pricing Sheet
Response Time	As specified
Effective Dates	March 17, 2025 through March 16, 2026

cc: Bid File- Original memo
Intranet



LEE'S SUMMIT MISSOURI

NOTICE OF RENEWAL

December 30, 2025

Jerry Parks
Blue Springs Winwater
808 SE Sunnyside School Road
Blue Springs, MO 64014

RE: Water Operations Material
Renewal Agreement 2022-024-1/3R

Dear Mr. Parks:

The City of Lee's Summit and Blue Springs Winwater entered into Agreement 2022-024-1 on March 17, 2022 (the "Agreement"), for Water Operations Material. You are hereby notified the City of Lee's Summit, in accordance with Section 4 of the Agreement, is exercising its option to renew the term of the Agreement for an additional year. The renewal term shall be for a one (1) year period from March 17, 2025 through March 16, 2026. The City may at its option, renew the agreement for up to one (1) additional one (1) year term.

Should any changes to the current pricing need proposed, the Vendor should contact the Procurement Officer within thirty (30) business days of this notification and will be required to provide justification and all details surrounding the request. Otherwise, the current contract shall auto renew exactly as written.

City staff looks forward to doing business with your company during this agreement period. Please do not hesitate to contact me at 816-969-1087 with any questions or concerns.

Sincerely,

DeeDee Tschirhart
DeeDee Tschirhart, CPPB
Senior Procurement Officer



LEE'S SUMMIT MISSOURI

NOTICE OF RENEWAL

January 18, 2024

Jerry Parks
Blue Springs Winwater
808 SE Sunnyside School Road
Blue Springs, MO 64014

RE: Water Operations Material
Renewal Agreement 2022-024-1/2R

Dear Mr. Parks:

The City of Lee's Summit and Blue Springs Winwater entered into Agreement 2022-024-1 on March 17, 2022 (the "Agreement"), for Water Operations Material. You are hereby notified the City of Lee's Summit, in accordance with Section 4 of the Agreement, is exercising its option to renew the term of the Agreement for an additional year. The renewal term shall be for a one (1) year period from March 17, 2024 through March 16, 2025. The City may at its option, renew the agreement for up to two (2) additional one (1) year terms.

Should any changes to the current pricing need proposed, the Vendor should contact the Procurement Officer within thirty (30) business days of this notification and will be required to provide justification and all details surrounding the request. Otherwise, the current contract shall auto renew exactly as written.

City staff looks forward to doing business with your company during this agreement period. Please do not hesitate to contact me at 816-969-1087 with any questions or concerns.

Sincerely,

DeeDee Tschirhart
DeeDee Tschirhart, CPPB
Senior Procurement Officer



LEE'S SUMMIT MISSOURI

NOTICE OF RENEWAL

January 23, 2023

Jerry Parks
Blue Springs Winwater
808 SE Sunnyside School Road
Blue Springs, MO 64014

RE: Water Operations Material
Renewal Agreement 2022-024-1/1R

Dear Mr. Parks:

The City of Lee's Summit and Blue Springs Winwater entered into Agreement 2022-024-1 on March 17, 2022 (the "Agreement"), for Water Operations Material. You are hereby notified the City of Lee's Summit, in accordance with Section 4 of the Agreement, is exercising its option to renew the term of the Agreement for an additional year. The renewal term shall be for a one (1) year period from March 17, 2023 through March 16, 2024. The City may at its option, renew the agreement for up to three (3) additional one (1) year terms.

City staff looks forward to doing business with your company during this agreement period. Please do not hesitate to contact me at 816-969-1087 with any questions or concerns.

Sincerely,

DeeDee Tschirhart
DeeDee Tschirhart, CPPB
Senior Procurement Officer



LEE'S SUMMIT MISSOURI

NOTICE TO PROCEED

March 30, 2022

Jerry Parks
Blue Springs Winwater
808 SE Sunnyside School Road
Blue Springs, MO 64014

Re: Award of Yearly Contract for Water Operations Material
Contract Number: 2022-024-1

Dear Mr. Parks:

I am pleased to inform you the above referenced contract has been awarded to your company. The contract period will be March 17, 2022 through March 16, 2023 with four (4) possible one (1) year renewal terms. A copy of the contract document is enclosed.

The using departments will place orders with your company using a Purchase Order number. This Purchase Order number must be referenced on all invoices, delivery tickets, and all associated paperwork.

To ensure prompt payment, all invoices must be sent to Accounts Payable at ap@cityofls.net, via fax at 816-969-1113, or by US Mail to Attention Accounts Payable, City of Lee's Summit, 220 S.E. Green Street, Lee's Summit, MO 64063. Payment will be made within 30 days after receipt of the invoice by the City of Lee's Summits Accounts Payable Division.

I look forward to doing business with your company during this contract period. Please do not hesitate to contact me if any questions or concerns arise at 816-969-1087.

Thank you,

DeeDee Tschirhart

DeeDee Tschirhart, CPPB
Senior Procurement Officer

cc: Bid file
Accounts Payable

INVITATION FOR BIDS**SOLICITATION INFORMATION AND SCHEDULE**

Solicitation Number: 2022-024
Solicitation Title: Water Operations Material
Release Date: October 13, 2021
Final Date and time for Inquiries: October 21, 2021 at Noon Local Time
Bid Deadline: November 3, 2021 at 3:00 PM Local Time
Procurement Officer: DeeDee Tschirhart | 816-969-1087 | deedee.tschirhart@cityofls.net

In accordance with the City of Lee's Summit Procurement Policy, competitive sealed Bids for the specified items herein will be received until the date and time referenced above (the "Bid Deadline"). Bids may be submitted electronically via www.PublicPurchase.com per the instructions contained within the Bid. Bids received by the Bid Deadline shall be publicly opened and the Bid Price read. Bids must be in the actual possession of the City staff prior to the Bid Deadline. Late Bids shall not be considered.

* The City of Lee's Summit reserves the right to amend the solicitation schedule as necessary.

OFFER

The undersigned (the "Bidder") offers this Bid as an offer to contract with the City under the terms and conditions set forth below, and certifies that Bidder has read, understands, and agrees to fully comply with, and be contractually bound by all the terms and conditions set forth in this Invitation For Bids ("IFB"), the Contract formed hereby (as defined below) and any amendments thereto, together with all Exhibits, Specifications, Plans and other documents included as part of this Contract (collectively the "Contract Documents").

By submission of this Offer, Bidder understands the City may award the contract by line item, groups of line items, or multiple award, whichever is deemed most advantageous to the City, pursuant to Section 2.16 "Award of Contract" set forth below.

Missouri Charter No: <u>F00480850</u>	For Clarification of this Bid contact:
Federal EIN: <u>43-1881944</u>	Name: <u>Jerry Parks</u>
<u>Blue Springs Winwater</u> Bidder's Full Legal Name	Telephone: <u>816-224-5700</u>
	Email: <u>JLParks@Winwaterworks.com</u>
Bidder's d/b/a (if applicable)	<u>[Signature]</u> Signature of Person Authorized to Bind Bidder
<u>808 SE Sunnyside school rd</u> Address	<u>Jerry Parks</u> Printed Name
<u>Blue Springs</u> <u>MO</u> <u>64014</u> City State Zip Code	<u>Sales</u> Title

ACCEPTANCE OF OFFER (FOR CITY OF LEE'S SUMMIT USE ONLY)

Effective Date: March 17, 2022 Contract No. 2022-024

CITY OF LEE'S SUMMIT, Missouri a municipal corporation

[Signature] 3/30/22
Stephen A. Arbo, City Manager Date

ATTEST:

[Signature]
Office of City Clerk

APPROVED AS TO FORM:

[Signature]
City Attorneys' Office



ARTICLE I - DEFINITIONS

For purposes of this Invitation for Bids, the following definitions shall apply:

- 1.1. **"Bid" or "Offer"** means a responsive bid or quotation submitted by a Bidder in response to this IFB.
- 1.2. **"Bid Deadline"** means the date and time set forth on the cover of this IFB for the Procurement Officer to be in actual possession of the sealed Bids.
- 1.3. **"Bid Opening"** means the date and time set forth on the cover of this IFB for opening of sealed Bids.
- 1.4. **"Bidder"** means any person or firm submitting a Bid in response to this IFB.
- 1.5. **"City"** means the City of Lee's Summit, Missouri, a municipal corporation. For purposes of solicitations by the Parks and Recreation Department, the term "City" may be substituted with "LSPR" per Section 2.2 of the City of Lee's Summit Procurement Policy.
- 1.6. **"City Manager"** means the City Manager of the City or his/her authorized designee. For purposes of solicitations by the Parks and Recreation Department, the term "City Manager" may be substituted with "Parks Administrator" per Section 2.2 of the City of Lee's Summit Procurement Policy.
- 1.7. **"City Representative" or "Project Manager"** means a City employee who has been designated to act as a contact person to the Procurement Officer, and who is responsible for (i) monitoring and overseeing the Vendor's performance under the Contract and (ii) providing information regarding details pertaining to the Contract.
- 1.8. **"Confidential Information"** means that portion of a Bid, Proposal, Offer, Specification or protest that contains information that the person submitting the information believes should be withheld, provided (i) such person submits a written statement advising the City of this fact at the time of the submission and (ii) the information is so identified wherever it appears.
- 1.9. **"Contract" or "Contract Documents"** means, collectively, (i) the executed Offer/Bid, (ii) this IFB, including all completed exhibits, (iii) the Notice of Award, (iv) the Notice to Proceed and/or Purchase Order(s), (v) any approved Addendum, Change Order or Amendment, (vi) the Vendor's Certificates of Insurance, endorsements, and a copy of the Declarations Page(s) of the insurance policies and (vii) any Plans, Specifications, or other documents attached, appended, or incorporated herein by reference. Alternate or optional bid items will become part of the Contract only if they are accepted by the City in writing on the Price Sheet.
- 1.10. **"Day(s)"** means calendar day(s) unless otherwise specified.
- 1.11. **"Invitation for Bids" or "IFB"** means this request by the City for participation in the competitive bidding process according to all documents, including those attached or incorporated herein by reference, utilized for soliciting Bids for the Materials and/or Services in compliance with the City's Procurement Policy.
- 1.12. **"Materials"** means any personal property, including equipment, materials, replacements, and supplies provided by the Vendor in conjunction with the Contract.
- 1.13. **"Multiple Award"** means an award of an indefinite quantity contract for one or more similar products, commodities, or Services to more than one Bidder.
- 1.14. **"Price"** means the total expenditure for a defined quantity of a commodity or service.
- 1.15. **"Procurement Officer"** means the City employee, as designated on the cover of this IFB, who has specifically been designated to act as a contact person to the Bidders and/or Vendors relating to their Invitation for Bids.
- 1.16. **"Procurement Policy"** means the City Procurement Policy, as amended from time to time.
- 1.17. **"Public Purchase"** means the City's procurement website, www.publicpurchase.com/.
- 1.18. **"Services"** means the furnishing of labor, time or effort by a Vendor, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance and as further defined in the Contract.
- 1.19. **"Specification"** means any description of the physical characteristics, functional characteristics, or the nature of a commodity, product, supply, or Services. The term may include a description of any requirements for inspecting, testing, or preparing a supply or service item for delivery.
- 1.20. **"Subcontractor"** means both (i) those persons or groups of persons having a direct contract with the Vendor to perform a portion of the Contract and (ii) those who furnish Materials according to the plans and/or Specifications required by this Contract.
- 1.21. **"Substitutions"** means Vendor's proposed changes in products, materials, equipment, and methods of construction from those required by the Contract Documents.

- 1.22. **"Substitutions for Cause"** means changes proposed by Vendor that are required due to changed product conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
- 1.23. **"Substitutions for Convenience"** means changes proposed by Vendor or City that are not required in order to meet other Project requirements, but which may offer advantage to Vendor or City.
- 1.24. **"Unit Price"** means the unit cost of a defined unit of measure of a commodity or service.
- 1.25. **"Vendor"** means the individual, partnership, corporation, or limited liability company who has submitted a Bid in response to this IFB and who, as a result of the competitive bidding process, is awarded a contract for Materials and/or Services by the City.

ARTICLE II – BID PROCESS; BID AWARD

- 2.1. **Scope of Work.** This IFB is to secure a qualified Vendor(s) to provide the City with Water Operations Material (the "Materials") as more particularly described in the Specifications/Price Sheet, attached hereto as Exhibit A and incorporated herein by reference. For the purpose of this solicitation, the Materials required under this IFB shall be provided at the Price(s) specified in Exhibit A, Specifications/Price Sheet.
 - a. **Contract Amounts.** The resulting Contract(s) is/are intended to be an indefinite quantity and indefinite delivery Contract(s) for the Materials based on the City's needs. The City does not guarantee any minimum or maximum amount of purchases will be requested by the City pursuant to a Contract. Purchases will only be made when the City identifies a need and proper authorization and documentation have been approved. For purchase(s) determined by the City to be appropriate for this Contract, the Vendor shall provide the specific Materials to the City in such quantities and configurations as may be agreed upon between the parties, in the form of a written invoice, quote, materials order or other form of written contract describing the Materials to be delivered (each, a "Materials Order"). Each Materials Order shall (i) contain a reference to this Contract and (ii) be attached hereto as Exhibit F and incorporated herein by reference. A Materials Order submitted without referencing this Contract will be subject to rejection.
 - b. **Unauthorized Provisions.** Vendor acknowledges and agrees that a Materials Order containing unauthorized exceptions, conditions, limitations, or provisions in conflict with the terms of the Contract, other than City's project-specific requirements, is hereby expressly declared void and shall be of no force and effect.
- 2.2. **Amendment of IFB.** No alteration may be made to this IFB or the resultant Contract without the express, written approval of the City in the form of an official IFB addendum or Contract amendment. Any attempt to alter this IFB/Contract without such approval is a violation of this IFB/Contract and the City Procurement Policy. Any such action is subject to the legal and contractual remedies available to the City including, but not limited to, Contract cancellation and suspension and/or debarment of the Bidder or Vendor.
- 2.3. **Preparation/Submission of Bid.** Bidders are invited to participate in the competitive bidding process for the Materials specified in this IFB. Bidders shall review their Bid submissions to ensure the following requirements are met.
 - a. **Non-responsive or Non-responsible Bids.** The City will consider as "non-responsive" or "non-responsible" and shall reject any Bid not prepared and submitted in accordance with the IFB and Specifications, or any Bid lacking sufficient information to enable the City to make a reasonable determination of compliance with the Specifications. Unauthorized or unreasonable exceptions, conditions, limitations, or provisions shall be cause for rejection. Bids may be deemed non-responsive or non-responsible at any time during the evaluation process if, in the sole opinion of the City, any of the following, but not limited to, are true:
 - i. Bidder does not provide required documentation or authorized signature.
 - ii. Bidder does not meet the minimum required skill, experience, or requirements to provide the Materials.
 - iii. Bidder has a past record of failing to fully perform or fulfill contractual obligations, regardless of whether the contract was with the City, particularly obligations similar to those included in this IFB.
 - iv. Bidder cannot demonstrate financial stability.
 - v. The Bid submission contains false, inaccurate, or misleading statements that, in the opinion of the City Manager or authorized designee, are intended to mislead the City in its evaluation of the Bid.
 - b. **Specification Minimums.** Bidders are reminded that the Specifications stated in this IFB are the minimum levels required and that Bids submitted must be for products that meet or exceed the minimum level of all features

specifically listed in this IFB. Bids offering less than the minimums specified will be deemed non-responsive. Any catalog, brand name, or manufacturer's reference used is considered descriptive and not restrictive, and is indicative of the type and quality of Materials the City desires to purchase. It shall be the Bidder's responsibility to carefully examine each item listed in the Specifications. Bidders shall provide complete manufacturers' descriptive literature regarding the Materials. Literature shall be sufficient in detail in order to allow full and fair evaluation of the Offer.

- c. **Required Submittal.** Bidders shall provide the entire IFB document (all pages) that contains the following completed pages/documents in order to be considered a responsive Bid:
 - i. Offer, signed in ink by a person authorized to bind the Bidder (Page i).
 - ii. Price Sheet (Exhibit A or as subsequently replaced by Addendum).
 - iii. Professional Licenses/Certifications as required in Exhibit A.
 - iv. DBE/WBE and Missouri Service-Disabled Veteran Status, (Exhibit C).
 - v. References (Exhibit D).
 - vi. Acknowledgment page, signed in ink, for each Addendum received, if any (Exhibit E).

The Bidder's documents are uploaded to Public Purchase prior to the Bid Deadline

- d. **Bidder Responsibilities.** All Bidders shall (1) examine the entire Bid package, (2) seek clarification from the Procurement Officer, prior to the deadline for inquiries, of any item or requirement that may not be clear, (3) check all responses for accuracy before submitting a Bid and (4) submit the entire completed Bid package in accordance with Subsection 2.3(c) above, by the official Bid Deadline. Late Bids shall not be considered. Bids not submitted with an **original, signed (which includes an electronic signature as defined by 351.1222, RSMo., as amended)** Offer page by a person authorized to bind the Bidder shall be considered non-responsive. Negligence in preparing a Bid shall not be good cause for withdrawal after the Bid Deadline.
 - e. **Sealed Bids.** Bids submitted on paper, if allowed under Subsection 2.3(c), shall be sealed and clearly marked with the IFB title and number on the lower left hand corner of the mailing envelope. A return address must also appear on the outside of the sealed Bid. Bids submitted on Public Purchase remain sealed until the Bid Deadline.
 - f. **Address.** Samples and bids submitted on paper, if allowed, shall be directed to the following address: Procurement and Contract Services, 220 Southeast Green Street, Lee's Summit, Missouri 64063, or hand-delivered to the Procurement and Contract Services' office.
 - g. **Bid Forms.** All Bids shall be on the forms provided in this IFB. It is permissible to copy these forms if needed.
 - h. **Bidder Notations.** Additions, notations, or other revisions to the IFB document shall be initialed in original ink by the authorized person signing the Bid. The City reserves the right to accept or reject any Bidder Notations.
 - i. **Withdrawal.** At any time prior to the specified Bid Deadline, a Bidder (or designated representative) may amend or withdraw its Bid. No Bid shall be altered, amended or withdrawn after the specified Bid Deadline unless otherwise permitted in writing by the Procurement and Contract Services Manager.
 - j. **Clarifications.** The City reserves the right to contact Bidder to obtain clarification on submitted bids, including but not limit to contents that are unclear due to poor image quality, the meaning of abbreviations or acronyms, meaning of hand-written information, or other information as deemed necessary by the City.
- 2.4. **Inquiries; Interpretation of Specifications; Scope of Work.**
- a. **Inquiries.** Any question related to the IFB, including any part of the Specifications, Scope of Work, or other Contract Documents, shall be submitted only via Public Purchase before the final date and time for inquiries using the Questions section for the IFB on Public Purchase. Questions unrelated to the IFB may be directed via email to the Procurement Officer whose name appears on the cover page of this IFB. Hand-delivered, mailed, verbal, or telephone inquiries directed to City staff **will not be answered**. Within two (2) business days following the Final Date and Time for Inquiries, unless otherwise extended, listed on the cover page of this IFB, answers to questions received will be posted in the Question and Answer section on Public Purchase. If an answer to a question results in a change or clarification to the specifications, the City will issue an Addendum via Public Purchase. Bidder is responsible to look at Public Purchase to find answers to submitted questions. Failure to look at Public Purchase does not excuse Bidder's failure to comply with any requirements of the IFB.

The City will not respond to inquiries submitted after the Final Date and time for Inquiries. Any interpretations or corrections of the proposed Contract Documents will be made only by addendum(s) duly approved and issued by the City. The City will not be responsible for any other explanations or interpretations of the Contract Documents.

- b. **Addenda.** It shall be the Bidder's responsibility to check for addenda issued to this IFB. Any addendum issued by the City relating to this IFB will be available on Public Purchase, the City's e-procurement website.
 - c. **Approval of Substitutions.** The Materials, products, and equipment described in this IFB establish a standard or required function, dimension, appearance and quality to be met by any proposed substitution. No substitute will be considered unless written Substitution/Equal Request in the form attached hereto as Exhibit B, has been received by the City Representative at least 10 Days prior to the Bid Deadline. Each such request shall include the name of the Material or equipment for which it is to be substituted and a complete description of the proposed substitute, including any drawings, performance and test data and any other information necessary for evaluation of the substitute. If a substitute is approved, the approval shall be by written addendum to the IFB. Bidder shall not rely upon approvals made in any other manner.
 - d. **Use of Equals.** When the Scope of Work or Specifications for Materials, articles, products and equipment include the phrase "or equal," Bidder may bid upon and use Materials, articles, products and equipment that will perform equally the requirements imposed by the general design. The City Representative will have the final approval of all Materials, articles, products and equipment proposed to be used as an "equal." No such "equal" shall be purchased or installed without prior written approval from the City Representative. Approvals for "equals" before Bid Opening may be requested in writing to the City Representative for approval. Requests must be received at least 10 Days prior to the Bid Deadline. The request shall include the name of the Material, article, product, or equipment for which the item is sought to be considered an equal, and a complete description of the proposed equal including any drawings, performance and test data, and any other information necessary for evaluation of the proposed equal. All approval of equals shall be issued in the form of written addendum or amendment, as applicable, to this IFB or the Contract.
 - e. **Bid Quantities.** It is expressly understood and agreed by the parties hereto that the quantities of the various classes of Materials to be furnished under this Contract, which have been estimated as stated in the Bidders' Offer, are only approximate and are to be used solely for the purpose of comparing, on a consistent basis, the Bidders' Offers presented for the Materials under this Contract. The selected Vendor agrees that the City shall not be held responsible if any of the quantities are subsequently found to be incorrect and the Vendor shall not make any claim for damages or for loss of profits because of a difference between the quantities of the various classes of Materials as estimated and the Materials actually provided. If any error, omission, or misstatement is found to occur in the estimated quantities, the same shall not (1) invalidate the Contract or the whole or any part of the Specifications, (2) excuse Vendor from any of the obligations or liabilities hereunder, or (3) entitle Vendor to any damage or compensation except as may be provided in this Contract.
- 2.5. **Pre-Bid Conference.** A Pre-Bid Conference may be held. If scheduled, the date and time of the Pre-Bid Conference will be indicated on the cover page of this IFB. The Pre-Bid Conference may be designated as mandatory or non-mandatory on the cover of this IFB. Bids shall not be accepted from Bidders who do not attend a mandatory Pre-Bid Conference. Bidders are strongly encouraged to attend those Pre-Bid Conferences designated as non-mandatory. The purpose of the Pre-Bid Conference will be to review the contents of the IFB in order to prevent any misunderstanding of the City's requirements. Bidders must present to the City any questions as to the requirements of this IFB or any apparent omission or discrepancy at the Pre-Bid Conference. The City will then determine if any action is necessary and may issue a written addendum to the IFB. Oral statements or instructions will not constitute an addendum to the IFB. When applicable, site visits may be a component of the Pre-Bid Conference and noted on the cover page of this IFB.
- 2.6. **New Materials.** All Materials to be provided by the Vendor and included in the Bid shall be new, unless otherwise stated in the Specifications.
- 2.7. **Prices.** Materials shall be provided at the unit prices as set forth in the Specifications/Price Sheet attached hereto as Exhibit A and incorporated herein by reference. Bid Prices shall be submitted on a per unit basis by line item, when applicable, and include all applicable taxes, if any. In the event of a disparity between the unit price and

extended price, the unit price shall prevail. If there is no cost for a line item, Bidder shall indicate such by entering a zero (0) or "included" as it applies to the line item in the unit price field. **NOTE: All pricing blanks must be filled in. Empty or unfilled spaces in the Price Sheet shall be deemed as a NO BID entry for that item.**

- 2.8. **Payment/ Discounts.** The City's standard payment terms are net 30 days. Any Bid that requires payment in less than 30 Days shall not be considered. Payment discounts of 30 Days or less will not be deducted from the Bid Price in determining the low Bid. The City shall be entitled to take advantage of any payment discount offered, provided payment is made within the discount period. Payment discounts shall be indicated on Price Sheet.
- 2.9. **Taxes.** Items required for this contract qualify for exemption from taxes in accordance with Section 144.062, RSMo. as well as in accordance with Section 39(10), Article 3, of the Missouri Constitution and is exempt from payment of Federal Excise Taxes in accordance with Title 26, United States Code annotated, the Missouri Department of Revenue has exempted all or those certain items of the contract from State and local sales and use taxes. If Bidder is located outside the State of Missouri and does not recognize the City of Lee's Summit's State of Missouri tax exempt status, all unit pricing submitted shall include any and all applicable taxes. It is the sole responsibility of the Bidder to determine any applicable tax rates and calculate the tax accordingly. Failure to accurately tabulate any applicable taxes may result in a determination that a Bid is non-responsive. The Bidder shall not rely on, and shall independently verify, any tax information provided by the City.
- 2.10. **Federal Funding.** It is the responsibility of the Bidder to verify and comply with federal requirements that may apply to the Materials (the "Federal Requirements"). It is also the responsibility of the Bidder to incorporate any necessary amounts in the Bid to accommodate for required federal record keeping, necessary pay structures or other matters related to the Federal Requirements, if any.
- 2.11. **Cost of Bid/Proposal Preparation.** Bids submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The City does not reimburse the cost of developing, presenting, or providing any response to this IFB; the Bidder is responsible for all costs incurred in responding to this IFB. All materials and documents submitted in response to this IFB become the property of the City and will not be returned.
- 2.12. **Public Record.** All Bids shall become the property of the City. After Bid Opening, Bids shall become public records and shall be available for public inspection in accordance with the City's Procurement Policy, except that any portion of a Bid that was designated as confidential pursuant to Section 2.13 below shall remain confidential from and after the time of Bid Opening to the extent permitted by Missouri law.
- 2.13. **Confidential Information.** If a Vendor/Bidder believes that a Bid, Specification, or protest contains information that qualifies as a closed record pursuant to Chapter 610, RSMo., a statement, including the legal citation supporting advising the Procurement Officer of this fact shall accompany the submission and the information shall be clearly identified. The information identified by the Vendor or Bidder as confidential shall not be disclosed until the Procurement Officer makes a written determination. The Procurement Officer shall review the statement and information with the City Attorney and shall determine, in writing, whether the information shall be withheld. If the City Attorney determines that it is proper to disclose the information, the Procurement Officer shall inform the Vendor or Bidder, in writing, of such determination.
- 2.14. **Vendor Licensing and Registration.** The awarded Bidder shall secure and maintain all applicable licenses and registrations imposed by law, regulation, or ordinance and pay all charges and fees, which shall include valid registration with the Missouri Secretary of State (if applicable) and a current City Business License. Before issuance of a contract to the successful bidder, proof of the licenses (i.e. copy of the paid receipt or the actual license) shall be provided to the Procurement Officer. It shall be the responsibility of the successful bidder to contact the Development Center, (816) 969-1220, <https://cityofls.net/development-services/doing-business/business-and-contractor-licensing>, for information to obtain business licenses.
- 2.15. **Certification.** By submitting a Bid, the Bidder certifies:
 - a. **No Collusion.** The submission of the Bid did not involve collusion or other anti-competitive practices.
 - b. **No Discrimination.** It shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.
 - c. **No Gratuity.** It has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor or service to a City employee,

officer, agent or elected official in connection with the submitted Bid or a resultant Contract. In the event that the resultant Contract is canceled pursuant to Section 3.27(c) below, the City shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Vendor an amount equal to 150% of the gratuity.

- d. **Financial Stability.** It is financially stable, solvent and has adequate cash reserves to meet all financial obligations including any potential costs resulting from an award of the Contract.
- e. **No Signature/False Statement.** The signature on the Bid and the Vendor Information Form is genuine. Failure to sign the Bid and the Vendor Information Form, or signing either with a false statement, shall void the submitted Bid and any resulting Contract, and the Bidder may be debarred from further bidding in the City.

2.16. **Award of Contract.**

- a. **Multiple Award.** The City may, at its sole discretion, accept Bidder's Offer as part of a Multiple Award.
- b. **Line Item Award.** The City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City. The City's flexibility with respect to the method of award also includes any items bid as alternates, which may be accepted or rejected, in whole or in part, at the City's sole discretion.
- c. **Evaluation.** The evaluation of this Bid will be based on, but not limited to, the following: (1) compliance with Specifications, (2) tax-inclusive Price, including alternates selected by the City, if any, and taxes, but excluding "as-needed" services requested by the City and (3) Bidder qualifications to provide, and past performance providing, the Materials.
- d. **Waiver; Rejection; Reissuance.** Notwithstanding any other provision of this IFB, the City expressly reserves the right to: (1) waive any immaterial defect or informality, (2) reject any or all Bids or portions thereof and (3) cancel or reissue an IFB.
- e. **Offer.** A Bid is a binding offer to contract with the City based upon the terms, conditions and Specifications contained in this IFB and the Bidder's responsive Bid, unless any of the terms, conditions, or Specifications are modified by a written addendum or contract amendment. Bids become binding Contracts when the Acceptance of Offer and Notice of Award is executed in writing by the City. Bidder Offers shall be valid and irrevocable for at least **120 Days** after the Bid Opening.
- f. **Protests.** Any Bidder may protest this IFB, the proposed award of a Contract, or the actual award of a Contract. All protests will be considered in accordance with the City's Procurement Policy.

2.17. **Required Contract Documents.** Awarded Bidder(s) shall provide the following applicable documents within 10 days after the City issues Bidder a Notice of Award. The City shall not execute the Contract until all of the documents are received.

- a. Certificate from Secretary of State with Missouri Charter Number or Exemption Number;
- b. City of Lee's Summit Business License;
- c. Certificate of Insurance naming the City of Lee's Summit and complete endorsement documents for endorsements required in Section 3.25 "Insurance" of this Contract;
- d. Completed Vendor Information Form with a current signed W-9;
- e. E-verify Signature Page; and
- f. Work Authorization Affidavit.

ARTICLE III – GENERAL TERMS AND CONDITIONS

3.1. **Term.**

- a. **Initial Term.** This Contract shall be effective from the date it is fully executed by the City, as identified on the Offer page, and remain in full force and effect for one year thereafter (the "Initial Term"), unless terminated as otherwise provided herein.
- b. **Renewal Terms.** After the expiration of the Initial Term, this Contract may automatically renew for up to four successive, one-year terms (each a "Renewal Term") if it is deemed in the best interests of the City, subject to availability and appropriation of funds for renewal in each subsequent year. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Contract shall remain in full force and effect.

- c. **Price Increase Requests.** The City's Procurement Officer will only review fully documented requests for price increases after a Contract has been in effect for one (1) year. Any price increase adjustment will only be made at the time of contract renewal and will be a factor in the renewal review process. The City's Procurement Officer will determine whether the requested price increase or an alternate option is in the best interest of the City. Any price adjustment will be effective upon the effective date of the contract renewal.
- d. **Non-Default.** By requesting extension for a Renewal Term as set forth above, or by consenting to a Renewal Term in any manner, Vendor shall be deemed to affirmatively assert that (i) the City is not currently in default, nor has been in default at any time prior to the Renewal Term, under any of the terms or conditions of the Contract and (ii) any and all Vendor claims, known and unknown, relating to the Contract and existing on or before the commencement date of the Renewal Term are forever waived.
- 3.2. **Compensation.** The City shall pay the Vendor for Materials delivered and accepted by the City at the rates set forth in the Price Sheet, Exhibit A. The Vendor shall not commence any billable work or provide any Materials under this Contract until the Vendor receives an executed purchase order from the City.
- 3.3. **Payments.** The Vendor will be paid on the basis of invoices submitted following acceptance of the Materials. All invoices shall document and itemize all Materials delivered in sufficient detail to justify payment and shall include the Purchase Order number authorizing the transaction, if applicable, and shall be delivered to the City Accounts Payable address indicated on the face of the Purchase Order or email to ap@cityofls.net, unless otherwise specified. All transportation charges must be prepaid by the Vendor. If an invoice is subject to a payment discount, the discount period will be calculated from the date of receipt of the claim or the Material, whichever is later.
- 3.4. **Documents.** All documents prepared and submitted to the City pursuant to this Contract shall be the property of the City.
- 3.5. **Deliveries.** Time is of the essence for all orders placed under this Contract. Deliveries shall be made within the period identified in Exhibit A to the addresses listed in the Scope of Work/Specification in Exhibit A. If no period is identified in Exhibit A, deliveries shall be made within 21) Days of the date the Purchase Order. Product documentation required by Section 3.14 shall be delivered to the City upon delivery of the Materials. Delivery shall not be considered complete until the City is in receipt of the manuals. Vendor shall retain title and control of all Materials until they are delivered and the City has accepted delivery. All risk of transportation and all related charges shall be the responsibility of the Vendor. All claims for visible or concealed damage shall be filed by the Vendor. The City will notify the Vendor promptly of any damaged Materials and shall assist the Vendor in arranging for inspection. The City reserves the right to cancel and reject the Materials upon default by Vendor in time, rate, or manner of delivery. The City also reserves the right to refuse shipments made in advance of any scheduled delivery date appearing on the Purchase Order.
- 3.6. **Quantity.** The quantity of Materials ordered must not be exceeded or reduced without the City's permission, in writing, except in conformity with acknowledged industry tolerances.
- 3.7. **Changes; Cancellation.** The City reserves the right to cancel or make changes in the Materials to be furnished by the Vendor within a reasonable period of time after issuance of Purchase Orders. If such changes cause an increase or decrease in the amount due under the Purchase Order, or in the time required for Vendor's performance, an acceptable adjustment shall be made and the Purchase Order shall be modified in writing accordingly. Vendor shall submit the adjusted price, if any, in writing to the City within 10 Days from when the change is ordered. Should a Purchase Order be canceled, the City may, but is not required to, reimburse the Vendor, but only for actual and documentable costs incurred by the Vendor due to and after issuance of the Purchase Order. The City will not reimburse the Vendor for any costs incurred after receipt of a notice of cancellation from the City, or for lost profits, shipment of product or costs incurred prior to issuance of a Purchase Order.
- 3.8. **F.O.B. Destination** Unless otherwise agreed to in writing, signed by the City Manager, all delivery terms are "F.O.B. Destination" and are to be prepaid. All other freight charges are to be prepaid and charged on the invoice. If a cash discount is not permitted on freight charges, then specific notation of this must be shown on the invoice.
- 3.9. **Packing.** No extra charges shall be made for packaging or packing material unless authority is expressly incorporated in this Contract. Vendor shall be responsible for safe packing which must conform to the requirement of the selected carrier's tariffs. All shipments must have the correct quantity, product identification, Purchase Order number, receiving address, and product department plainly marked on all packages. Cars or trucks must be

- loaded to minimum weight requirements to ensure lowest rate, unless otherwise specified. If Vendor is charged with excess freight costs, Vendor is solely responsible for such costs and shall not to pass them on to the City.
- 3.10. **General Warranty.** All Materials supplied pursuant to this Contract shall be fully guaranteed by the Vendor for a minimum period of one year from the date of acceptance by the City (or such longer period as may be provided under warranties for such Materials). Any defects in design, workmanship, or Materials that would result in non-compliance with Contract Specifications shall be fully corrected by the Vendor (including parts and labor) without cost to the City. Vendor further agrees to execute any special guarantees as provided by the Contract, Exhibit A, or by federal, state, or local statutes, ordinances, regulations, or rules. Vendor shall require similar guarantees from all of its vendors or its Subcontractors. Vendor shall include a complete and exclusive statement of the product warranty.
- 3.11. **Price Warranty.** Vendor shall give the City the benefit of any price reductions before actual time of shipment. If the City permits shipment to be made prior to specified shipping date, the City shall have advantage of any price reductions that occur before the originally-scheduled shipping date.
- 3.12. **Inspection; Acceptance.** All Materials are subject to final inspection and acceptance by the City within seven (7) days after receipt. Materials failing to conform to the Specifications of this Contract will be held at Vendor's risk and may be returned to the Vendor. If so returned, all storage and return costs are the responsibility of the Vendor. Upon discovery of a non-conforming Material, the City may elect to do any or all of the following by written notice to the Vendor: (A) waive the non-conformance; (B) stop the use of the non-conforming Material immediately; or (C) bring Material into compliance and withhold the cost of same from any payments due to the Vendor.
- 3.13. **Waiver.** Waiver by the City of a condition in any shipment shall not be considered a waiver of any other terms of this Contract or that condition for subsequent shipments.
- 3.14. **Product Documentation.** Books, manuals, or CD's when possible, shall accompany each unit and provide complete and comprehensive information on all Materials, components, and accessories, as supplied to comply with the Specifications. If changes, modifications, additions, or alterations of any kind are made on the Materials, the Vendor shall provide blueprints, line drawings, and descriptive text sufficient to allow a person of average skill in general mechanics to diagnose, repair, and maintain the Materials and all components. On Materials assembled from manufactured components, parts manuals shall show the manufacturer of each part and all cross-referencing between the Vendor and the manufacturers. The City shall have the right to reproduce any equipment/product documentation for City maintenance and educational purposes only.
- 3.15. **Product Discontinuance.** In the event that a product or model is discontinued by the manufacturer, the City, at its sole discretion, may allow the Vendor to provide a substitute for the discontinued item. The Vendor shall request permission to substitute a new product or model and provide the following: (A) a formal announcement from the manufacturer that the product or model has been discontinued, (B) documentation from the manufacturer that names the replacement product or model, (C) documentation that provides clear and convincing evidence that the replacement meets or exceeds all Specifications required by the original solicitation, (D) documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model, and (E) documentation confirming that the price for the replacement is equal to or less than the discontinued product or model.
- 3.16. **No Replacement of Defective Delivery.** Every delivery of Materials shall fully comply with all provisions of the Contract and any resulting order. If a delivery is made which does not fully conform, this shall constitute a breach of the Contract as a whole.
- 3.17. **Shipment Under Reservation Prohibited.** Vendor is not authorized to ship Materials under reservation and no tender of a bill of lading will operate as a tender of the Materials.
- 3.18. **Liens.** All Materials shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.
- 3.19. **Right to Assurance.** Whenever one party to this Contract has a good faith reason to question the other party's intent to perform, such party may demand that the other party give a written assurance of its intent to perform. In the event that a demand is made and no written assurance is given within five (5) Days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

- 3.20. **Right to Inspect Plant.** The City may, at reasonable times, inspect the part of the plant or place of business of the Vendor or any Subcontractor that is related to the performance of this Contract.
- 3.21. **Patents and Copyrights.** All services, information, computer program elements, reports, and other deliverables which may be patented or copyrighted and created under this Contract are the property of the City and shall not be used or released by the Vendor or any other person except with the prior written permission of the City.
- 3.22. **Advertising.** Vendor shall not advertise or publish information concerning this Contract without prior, written consent of the City.
- 3.23. **Licenses; Materials.** Vendor shall maintain in current status all federal, state, and local licenses and permits required for the operation of the business conducted by the Vendor. The City has no obligation to provide Vendor, its employees or Subcontractors any business registrations or licenses required to perform the specific Services set forth in this Contract. The City has no obligation to provide tools, equipment, or material to Vendor.
- 3.24. **Indemnification.** Vendor shall indemnify, defend, and hold harmless the City and each council member, officer, employee and agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the acts, misconduct, errors, mistakes, or omissions, in connection with the performance of the Vendor, its officers, employees, agents, or any tier of Subcontractor or person for which Vendor may be legally liable in the performance of this Contract. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.
- 3.25. **Anti-Discrimination Against Israel Act:** If this Contract has a total potential value of \$100,000 or more and Vendor has 10 or more employees, the following applies. Pursuant to Section 34.600, RSMo and to the fullest extent permitted by law, Vendor certifies that Vendor is not engaged in a boycott of Israel as of the Effective Date of this Agreement, and agrees for the duration of this Agreement to not engage in a boycott of Israel as defined in Section 34.600, RSMo.
- 3.26. **Insurance.**
- a. **General.**
- i. **Insurer Qualifications.** Without limiting any obligations or liabilities of Vendor, Vendor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Missouri, with an AM Best, Inc. rating of A or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Contract at the City's option.
- ii. **No Representation of Coverage Adequacy.** By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect Vendor. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Contract but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Contract or failure to identify any insurance deficiency shall not relieve Vendor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Contract.
- iii. **Additional Insured.** All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name and endorse, to the fullest extent permitted by law for claims arising out of the performance of this Contract, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Contract.
- iv. **Coverage Term.** All insurance required herein shall be maintained in full force and effect until the terms of this Contract are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Contract.
- v. **Primary Insurance.** Vendor's insurance shall be, or endorsed to be, primary insurance with respect to performance of this Contract and in the protection of the City as an Additional Insured. Such coverage shall be at least as broad as ISO CG 20 01 04 13.

- vi. **Claims Made.** In the event any insurance policies required by this Contract are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for six (6) years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance and necessary endorsements citing applicable coverage is in force and contains the provisions as required herein for the six-year period.
- vii. **Waiver.** All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the Work or Services of Vendor. Vendor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.
- viii. **Policy Deductibles and/or Self-Insured Retentions.** The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Vendor shall be solely responsible for any such deductible or self-insured retention amount.
- ix. **Automatic Escalator.** The limits of liability for each policy coverage amount stated below shall be automatically adjusted upward as necessary to remain at all times not less than the maximum amount of liability set forth in Chapter 537.610 RSMo. applicable to political subdivisions pursuant to 537.600; provided that nothing herein or in any such policy shall be deemed to waive the City's sovereign immunity. The statutory waiver of sovereign immunity for 2020 is \$2,905,664 for all claims arising out of a single accident or occurrence.
- x. **Use of Subcontractors.** If any portion of this Contract is subcontracted in any way, Vendor shall execute written contract(s) with its Subcontractors containing the indemnification provisions set forth above and insurance requirements set forth herein protecting the City and Vendor. Vendor shall be responsible for executing any contracts with its Subcontractor and obtaining certificates of insurance verifying the insurance requirements.
- xi. **Notice of Claim.** The Vendor shall upon receipt of notice of any claim in connection with this Contract promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. The Vendor shall also promptly notify the City of any reduction in limits of protection afforded under any policy listed in the certificate(s) of insurance in an amount such that the policy aggregate becomes less than the current statutory waiver of sovereign immunity regardless of whether such impairment is a result of this Contract. A breach of this provision is material breach of the contract.
- xii. **Evidence of Insurance.** Prior to commencing any Work or Services under this Contract, Vendor will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Contract, issued by Vendor's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Contract and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Contract. The City shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Contract. If any of the policies required by this Contract expire during the life of this Contract, it shall be Vendor's responsibility to forward renewal certificates and declaration page(s) to the City 30 Days prior to the expiration date. All certificates of insurance and declarations required by this Contract shall be identified by referencing this Contract. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing this Contract will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:
1. The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:
 - a. Commercial General Liability - Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 03 97 and CG 20 37 07 04 or their equivalents.

- b. Auto Liability - Under ISO Form CA 20 48 or equivalent.
 - c. Excess Liability - Follow Form to underlying insurance.
 - 2. Vendor's insurance shall be primary insurance with respect to performance of the Contract.
 - 3. All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of Vendor's performance under this Contract.
 - 4. ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.
- xiii. **Endorsements.** Vendor shall provide the City with the necessary endorsements to ensure City is provided the insurance coverage set forth in this Subsection.
- b. **Required Insurance Coverage.**
- i. **Commercial General Liability.** Vendor shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than \$2,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, bodily injury, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 01 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Contract, the City, its agents, representatives, officers, officials and employees shall be endorsed as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement forms CG 20 10 03 97 and CG 20 37 07 04, or their equivalents, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." The policy shall contain an endorsement waiving rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.
 - ii. **Vehicle Liability.** Vendor shall maintain Business Automobile Liability insurance with an unimpaired limit of \$1,000,000 each occurrence on Vendor's owned, hired and non-owned vehicles assigned to or used in the performance of the Vendor's work or services under this Contract. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof and contain, or be endorsed to contain Transportation Pollution Liability insurance covering materials to be transported by Vendor pursuant to this Contract and such coverage shall be at least as broad as policy form CA 99 48 03 06. This coverage may also be provided on the Vendors Pollution Liability policy. To the fullest extent allowed by law, for claims arising out of the performance of this Contract, the City, its agents, representatives, officers, directors, officials and employees shall be endorsed as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. The policy shall contain an endorsement waiving rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.
 - iii. **Workers' Compensation Insurance.** If Vendor employs anyone who is required by law to be covered by workers' compensation insurance, Vendor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Vendor's employees engaged in performance under this Contract and shall also maintain Employers' Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit. The policy shall contain an endorsement waiving rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees.

- c. **Cancellation and Expiration Notice.** Insurance required herein shall not expire, be canceled, or be materially changed without 30 Days' prior written notice to the City.
- 3.27. **Applicable Law; Venue.** This Contract shall be governed by and construed in accordance with the laws of the State of Missouri and any suit pertaining to this Contract may be brought only in courts in eastern Jackson County, Missouri. The Parties expressly and irrevocably consent to the exclusive jurisdiction and venue of such courts and expressly waive the right to transfer or remove any such action.
- 3.28. **Termination; Cancellation.**
- a. **For City's Convenience.** This Contract is for the convenience of the City and, as such, may be terminated without cause after receipt by Vendor of written notice by the City. The Notice of Termination shall specify the effective date of termination, which shall be not less than five (5) calendar days from the date the notice is personally delivered or ten (10) days from the date the Notice of Termination is sent by another method. Upon termination for convenience, Vendor shall be paid, for all undisputed Materials that were delivered prior to the termination date.
- b. **For Cause.** If either party fails to perform any obligation pursuant to this Contract and such party fails to cure its nonperformance within 30 Days after notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Contract immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting party's nonperformance is such that it cannot reasonably be cured within 30 Days, then the defaulting party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting party immediately (1) provides written notice to the non-defaulting party and (2) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 90 Days. In the event of such termination for cause, payment shall be made by the City to the Vendor for the undisputed portion of its fee due as of the termination date.

The City shall have the right to declare the Vendor in default for the following reasons, which set forth examples, but are not the only reasons the Vendor may be declared in default:

1. Upon a breach by the Vendor of a material term or condition of this Contract, including unsatisfactory performance of the services;
2. Upon insolvency or the commencement of any proceeding by or against the Vendor, either voluntarily or involuntarily, under the Bankruptcy Code or relating to the insolvency, receivership, liquidation, or composition of the Vendor for the benefit of creditors;
3. If the Vendor refuses or fails to proceed with the services under the Contract when and as directed by the City;
4. If the Vendor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities are indicted or convicted after execution of the Contract under any state or federal law of any of the following:
 - a. a criminal offense incident to obtaining or attempting to obtain or performing a public or private contract;
 - b. fraud, embezzlement, theft, bribery, forgery, falsification, or destruction of records, or receiving stolen property;
 - c. a criminal violation of any state or federal antitrust law;
 - d. violation of the Racketeer Influence and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;
 - e. conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any statute described in subparagraph (d) above; or
 - f. an offense indicating a lack of business integrity that seriously and directly affects responsibility as a City vendor.
5. If the Vendor or any of its officers, directors, partners, five percent (5%) or greater shareholders,

principals, or other employee or person substantially involved in its activities are subject to a judgment of civil liability under any state or federal antitrust law for acts or omissions in connection with the submission of bids or proposals for a public or private contract; or

6. If the Vendor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities makes or causes to be made any false, deceptive, or fraudulent material statement, or fail to make a required material statement in any bid, proposal, or application for City or other government work.

- c. **Gratuities.** The City may, by written notice to the Vendor, cancel this Contract if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Vendor or any agent or representative of the Vendor to any officer, agent, employee, or elected official of the City for the purpose of securing this Contract. In the event this Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Vendor an amount equal to 150% of the gratuity.
- d. **Subject to Non-Appropriation.** The City is obligated only to pay its obligations set forth in this Contract from funds lawfully appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Contract are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its Contract obligations, this Contract shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Contract. The parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City's obligations set forth in this Contract in any budget in any fiscal year other than the fiscal year in which this Contract is executed and delivered. The City shall be the sole judge and authority in determining the availability of funds for its obligations under this Contract. The obligation of the City to make any payment pursuant to this Contract is not a general obligation or indebtedness of the City. Vendor hereby waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Contract pursuant to this section.

3.29. Miscellaneous.

- a. **Independent Contractor.** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Vendor acknowledges and agrees that all Materials provided under this Contract are being provided as an independent contractor, not as an employee or agent of the City. Vendor, its employees and Subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Vendor, its employees or Subcontractors. Vendor is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. City and Vendor do not intend to nor will they combine business operations under this Contract.
- b. **Laws and Regulations.** The Vendor shall keep fully informed and shall at all times during the performance of its duties under this Contract ensure that it and any person for whom the Vendor is responsible remains in compliance with all rules, regulations, ordinances, statutes or laws including, but not limited to, the following: (1) existing and future City and County ordinances and regulations; (2) existing and future state and federal statutes and regulations; and (3) existing and future Occupational Safety and Health Administration standards.
- c. **Amendments.** This Contract may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Vendor.
- d. **Provisions Required by Law.** Each and every provision of law and any clause required by law to be in the Contract will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract will promptly be physically amended to make such insertion or correction.
- e. **Severability.** The provisions of this Contract are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Contract

which may remain in effect without the invalid provision or application.

- f. **Entire Contract; Interpretation; Parol Evidence.** This Contract represents the entire contract of the parties with respect to its subject matter, and all previous contracts, whether oral or written, entered into prior to this Contract are hereby revoked and superseded by this Contract. No representations, warranties, inducements or oral contracts have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written contract executed for the purposes of carrying out the provisions of this Contract. This Contract shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting the Contract. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Contract.
- g. **Assignment; Delegation.** No right or interest in this Contract shall be assigned or delegated by Vendor without prior, written permission of the City, signed by the City Manager. Any attempted assignment or delegation by Vendor in violation of this provision shall be a breach of this Contract by Vendor. The requirements of this Contract are binding upon the heirs, executors, administrators, successors, and assigns of both Parties.
- h. **Subcontracts.** No subcontract shall be entered into by the Vendor with any other party to furnish any of the Materials specified herein without the prior, written approval of the City. The Vendor is responsible for performance under this Contract whether or not Subcontractors are used.
- i. **Rights and Remedies.** No provision in this Contract shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Contract. The failure of the City to insist upon the strict performance of any term or condition of this Contract or to exercise or delay the exercise of any right or remedy provided in this Contract, or by law, or the City's acceptance of and payment for Materials, shall not release the Vendor from any responsibilities or obligations imposed by this Contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Contract.
- j. **Offset for Damages.** In addition to all other remedies at law or equity, the City may offset from any money due to the Vendor any amounts Vendor owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Contract.
- k. **Notices and Requests.** Any notice or other communication required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if (1) delivered to the party at the address set forth below, (2) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (3) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City: City of Lee's Summit
 220 Southeast Green Street
 Lee's Summit, Missouri 64063
 Attn: Procurement and Contract Services Office

With a copy to: City of Lee's Summit
 220 Southeast Green Street
 Lee's Summit, Missouri 64063
 Attn: City Attorney's Office

If to Vendor: Blue Springs WinWater
 808 Sunnyside School Road
 Blue Springs, MO 64014
 Attn: Jerry Parks

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (1) when delivered

to the party, (2) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (3) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

- l. **Confidentiality of Records.** The Vendor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Contract shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Vendor's duties under this Contract. Persons requesting such information should be referred to the City. Vendor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Vendor as needed for the performance of duties under this Contract. Vendor shall ensure its subcontractors are aware of and comply with this provision.
- m. **Conflicting Terms.** In the event of any inconsistency, conflict or ambiguity among the terms of this Contract, the IFB, the Specifications/Price Sheet, any City-approved Purchase Orders, invoices and the Vendor's response to the IFB, the documents shall govern in the order listed herein. Notwithstanding the foregoing, and in conformity with Section 2.1 above, unauthorized exceptions, conditions, limitations or provisions in conflict with the terms of this Contract (collectively, the "Unauthorized Conditions"), other than the City's project-specific quantities, configurations or delivery dates, are expressly declared void and shall be of no force and effect. Acceptance by the City of any invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Contract shall not alter or relieve Vendor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Contract. If the Contract is renewed pursuant to Subsection 3.1(B) above and such renewal includes any conflicting terms, other than price, those terms will be null and void.
- n. **Non-Exclusive Contract.** This Contract is entered into with the understanding and contract that it is for the sole convenience of the City of Lee's Summit. The City reserves the right to obtain like Materials from another source when necessary.
- o. **Cooperative Purchasing.** The Vendor by submitting a bid acknowledges that other Public Agencies may use this contract (Piggyback) under the same terms and conditions, during the effective period of any resulting contract – services and/or purchases being proposed in this bid, for the same prices and/or terms proposed. Vendor has the option to agree or disagree to allow contract PiggyBacks on a case-by-case basis. Before a Public Agency is allowed to PiggyBack any contract, the Agency must first obtain the vendor's approval – without the vendor's approval, the seeking Agency cannot PiggyBack. The City assumes no responsibility for payment, performance or any liability or obligation associated with any cooperative procurement under this Agreement. The City shall not be responsible for any disputes arising out of transactions made by others.
- p. **Signatory Authority.** Each person signing this Contract represents that such person has the requisite authority to execute this Contract on behalf of the entity the person represents and that all necessary formalities have been met.
- q. **E-Signature and Counterparts.** The Parties agree that this Contract may be signed in two or more counterparts and/or signed electronically, and all such counterparts together shall constitute one and the same contract; such signatures shall bind the signing party in the same manner as if a handwritten signature had been delivered.
- r. **Time of the Essence.** Time is of the essence in this Contract. Unless otherwise specifically provided, any consent to delay in Vendor's performance of its obligation is applicable only to the particular transaction to which it relates, and is not applicable to any other obligation or transaction.
- s. **Work Authorization/E-verify.** Pursuant to § 285.530, RSMo. if Contract exceeds five thousand dollars (\$5,000.00), Vendor warrants and affirms to the City that (i) Vendor is enrolled and participates in a federal work authorization program with respect to the employees working in connection with the contracted services

and (ii) Vendor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

Vendor shall swear to and sign an affidavit declaring such affirmation, and provide the City with supporting documentation of its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this Contract. The required documentation must be from the federal work authorization program provider (e.g. the electronic signature page from the E-Verify program's Memorandum of Understanding); a letter from Vendor reciting compliance is not sufficient.

- t. **Prevailing Wages**. Pursuant to § 290.230.5, RSMo. if this Contract, or a project of which this Contract is a part, exceeds seventy-five thousand dollars (\$75,000.00) and involves construction of public works, Vendor shall pay all its workers the applicable prevailing hourly rate of wages for work of a similar character in Lee's Summit. If there is a dispute whether this Contract is subject to prevailing wages as required by §§ 290.210, et. seq., RSMo. the City's determination shall control.
- u. **Force Majeure**. The Parties shall be excused from performance during the time and to the extent that they are prevented from obtaining, delivering, or performing for reasons beyond the Parties' reasonable control, including without limitation, by act of God, public health emergency, natural disaster fire, strike, loss or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, and any other events or circumstances beyond the reasonable control of the party, when satisfactory evidence is presented to the City, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Party not performing.

EXHIBIT A
SPECIFICATIONS

1. Scope. The Vendor(s) shall provide (the "Materials") in accordance with the specifications, quantities and delivery schedule to the City locations listed below. The Vendor(s) shall also provide transportation, delivery and off-loading of the Materials.
2. Specifications. Suppliers, please reference the included excel spreadsheet for a complete list of product and estimated quantities.
3. Delivery Schedule and Locations. All deliveries require a one-hour minimum notice prior to delivery. Deliveries shall be made to:

Water Utilities Operations Division
Attn: Brent Dye
1200 SE Hamblen Rd.
Lee's Summit, MO 64081
816-969-1940

Between the hours of 7:00 a.m. and 3:00 p.m. Monday through Friday

PRICE SHEET

NOTE: All pricing blanks must be filled in. Incomplete or unfilled spaces in the Specifications/Price Sheet shall be deemed as a NO BID entry for that item.

~~~SUPPLIERS MUST UTILIZE THE INCLUDED (SEPARATE FILE) EXCEL PRICING TABLE~~~

~~~SUPPLIERS MUST UPLOAD THEIR PRICING TABLE IN EXCEL FORMAT NOT PDF~~~

Company Name: Blue Springs Winwater

Date: 11/3/21

Material/UID	Description	Unit	Sub	Mfr.	Est. Qty	2024	
						Unit Cost	Total Cost
4 Way 10x10x8x8	10x8 MJ Cross (I) Cp Di C153	EA	Y		1	\$520.35	\$520.35
4 Way 16x16x12x12	16x12 MJ Cross	EA	Y		1	\$1,801.09	\$1,801.09
4 Way 16x16x8x8	16x8 MJ Cross	EA	Y		1	\$1,311.18	\$1,311.18
Acc. Kit 02" SS Flg	2" Flg Accessories	EA	Y		2	\$7.54	\$15.08
Acc. Kit 03" SS Flg	3" SS FGL Acc Kit-Steel for 3" meter	EA	Y		2	\$17.51	\$35.02
Acc. Kit 04" SS Flg	4" Flg Accessories	EA	Y		5	\$11.62	\$58.10
Acc. Kit 06" SS Flg	6" Flg Accessories	EA	Y		5	\$19.04	\$95.20
Acc. Kit 08" SS Flg	8" Flg Accessories	EA	Y		5	\$22.31	\$111.55
Acc.Kit 12" SS Flg	12" Flg Accessories	EA	Y		2	\$44.34	\$88.68
ALOCK 12"	12" ALOK G3-1208	EA	Y		1	\$56.12	\$56.12
Anchr 06" MJ 90	Anchor MJ 6" 90	EA	Y		1	\$293.50	\$293.50
Angle Valve 01"	1" Yoke Valve	EA	Y	AY MCD.	20	\$60.78	\$1,215.60
Angle Valve 01" comp	Angle Valve 1" compression AV94-444WNL	EA	Y	AY MCD.	10	\$64.20	\$642.00
Angle Valve 3/4"	74602Y 3/4X02 YOKE VALVE	EA	Y	AY MCD.	350	\$38.62	\$13,517.00
Angle Valve 3/4" Com	AV92-323W-NL 5/8x3/4" Ang Mtr Vlv w/ LW CFxMtr No Lead	EA	Y	AY MCD.	25	\$40.61	\$1,015.25
Angle Valve 3/4" FIP	3/4 Angle Valve FIP	EA	Y	AY MCD.	25	\$37.52	\$938.00
Angle Valve 3/4" Str	3/4" Angle Valve straight meter x fl	EA	Y	AY MCD.	25	\$38.62	\$965.50
Bnd 06" GXSP 22-1/2	Bnd 06" GXSP 22-1/2	EA	Y		4	\$29.33	\$117.32
Bnd 01" Brass 90	L44-44NL 1" NL 90 Degree Bend	EA	Y	AY MCD.	5	\$34.18	\$170.90
Bnd 01" FL 90	L22-44NL 1" 90 degree bend	EA	Y	AY MCD.	5	\$33.68	\$168.40
Bnd 02" 45 HxH	2" PVC 45 degree Bend (glue)	EA	Y		10	\$1.91	\$19.10
Bnd 02" 90	Bnd 90 2" bend Size 2	EA	Y		2	\$3.40	\$6.80
Bnd 02" 90 HxH	2" pvc 90 degree Bend (glue)	EA	Y		10	\$3.40	\$34.00
Bnd 02" Comp 90	2" Compression 90 degree Bend L44- 77NL	EA	Y	AY MCD.	4	\$221.90	\$887.60
Bnd 03" GXG 11-1/4	3" 11-1/4 GXG Bend	EA	Y		2	\$106.88	\$213.76
Bnd 03" GXG 22-1/2	3" 22-1/2 GXG Bend	EA	Y		2	\$126.98	\$253.96
Bnd 03" GXG 45	3" 45 GXG Bend	EA	Y		2	\$38.20	\$76.40
Bnd 03" GXG 90	3" 90° GXG Bend	EA	Y		2	\$38.20	\$76.40
Bnd 03" HXH 11-1/4	3" 11-1/4 GXG Bend	EA	Y		2	\$106.88	\$213.76
Bnd 03" HXH 22-1/2	3" 22-1/2 HXH Bend	EA	Y		2	\$126.98	\$253.96
Bnd 03" HXH 45	3" 45° HXH Bend	EA	Y		2	\$7.33	\$14.66
Bnd 03" HXH 90	3" 90° HXH bend	EA	Y		2	\$7.33	\$14.66
Bnd 04" 90 flg x flg	4" Flange X Flange 90 degree Bend	EA	Y		2	\$136.51	\$273.02
Bnd 04" GXG 11-1/4	4" 11-1/4 GXG Bend	EA	Y		10	\$31.72	\$317.20
Bnd 04" GXG 22-1/2	4" 22-1/2 GXG Bend	EA	Y		10	\$26.56	\$265.60

Bnd 04" GXG 45	4" 45° Bend	EA	Y		10	\$20.00	\$200.00
Bnd 04" GXG 90	4" 90° GXG BEND	EA	Y		4	\$35.55	\$142.20
Bnd 04" GXSP 22-1/2	4" 22-1/2 GxStreet Bend	EA	Y		4	\$27.97	\$111.88
BND 04" GXSP 45	4" 45 GxStreet Bend	EA	Y		4	\$20.10	\$80.40
Bnd 04" GXSP 90	4" 90 GxStreet Bend	EA	Y		2	\$20.10	\$40.20
Bnd 04" HXH 11-1/4	4" 11-1/4 HXH Bend	EA	Y		2	\$6.61	\$13.22
Bnd 04" HXH 22-1/2	4" 22-1/2 HXH Bend	EA	Y		2	\$6.61	\$13.22
Bnd 04" HXH 45	4" 45° HXH Bend	EA	Y		2	\$6.61	\$13.22
Bnd 04" HXH 90	4" 90° HXH Bend	EA	Y		2	\$6.61	\$13.22
Bnd 04" MJ 11 1/4	Bend, 11 1/4, mj x mj Size 4	EA	Y		10	\$71.84	\$718.40
Bnd 04" mj 22 1/2	Bend 22 1/2, mj x mj Size4	EA	Y		10	\$75.62	\$756.20
Bnd 04" mj 45	Bend, 45, mj x mj Size4	EA	Y		10	\$71.84	\$718.40
Bnd 04" mj 90	Bend, 90, mj x mj Size4	EA	Y		10	\$87.91	\$879.10
Bnd 06" GXG 11-1/4	6" 11-1/4 GXG Bend	EA	Y		4	\$54.75	\$219.00
Bnd 06" GXG 22 1/2	6" 22 1/2 GXG Bend	EA	Y		4	\$54.75	\$219.00
Bnd 06" GXG 45	6" 45° GXG Bend	EA	Y		4	\$40.00	\$160.00
Bnd 06" GXG 90	6" 90° GXG Bend	EA	Y		4	\$42.47	\$169.88
Bnd 06" GXSP 45	Bnd 06" GXSP 45	EA	Y		4	\$29.55	\$118.20
Bnd 06" GXSP 90	Bnd 06" GXSP 90	EA	Y		2	\$40.32	\$80.64
Bnd 06" mj 11 1/4	Bend, 11 1/4 mj x mj Size 6	EA	Y		4	\$110.59	\$442.36
Bnd 06" mj 22 1/2	Bend, 22 1/2, mj x mj Size6	EA	Y		4	\$91.94	\$367.76
Bnd 06" mj 45	Bend, 45, mj x mj Size6	EA	Y		4	\$116.73	\$466.92
Bnd 06" mj 90	Bend, 90, mj x mj Size6	EA	Y		4	\$142.73	\$570.92
Bnd 08" Flg 22 1/2	8 Flg 22-1/2 Bend (I) DI C110	EA	Y		1	\$278.05	\$278.05
Bnd 08" GXG 11-1/4	8" 11-1/4 GXG Bend	EA	Y		20	\$102.69	\$2,053.80
Bnd 08" GXG 22-1/2	8" 22-1/2 GXG Bend	EA	Y		20	\$100.13	\$2,002.60
Bnd 08" GXG 45	8" 45° GXG Bend	EA	Y		20	\$99.36	\$1,987.20
Bnd 08" GXG 90	8" 90° GXG Bend	EA	Y		2	\$185.18	\$370.36
Bnd 08" HXH 22-1/2	8" 22-1/2 HXH Bend	EA	Y		2	\$94.94	\$189.88
Bnd 08" mj 11 1/4	Bend, 11 1/4, mj x mj Size8	EA	Y		4	\$149.83	\$599.32
Bnd 08" mj 22 1/2	Bend, 22 1/2, mj x mj Size8	EA	Y		4	\$165.42	\$661.68
Bnd 08" mj 45	Bend, 45, mj x mj Size8	EA	Y		4	\$169.19	\$676.76
Bnd 08" mj 90	Bend, 90, mj x mj Size8	EA	Y		2	\$208.90	\$417.80
Bnd 10" 22 1/2 Flg	Bend 22 1/2 flg x flg Size 10	EA	Y		2	\$567.13	\$1,134.26
Bnd 10" mj 22 1/2	Bend, 22 1/2, mj x mj Size10	EA	Y		2	\$242.93	\$485.86
Bnd 10" mj 90	Bend, 90, mj x mj Size10	EA	Y		1	\$327.05	\$327.05
Bnd 12" mj 11 1/4	Bend, 11 1/4, mj x mj Size12	EA	Y		2	\$295.39	\$590.78
Bnd 12" mj 22 1/2	Bend, 22 1/2, mj x mj Size12	EA	Y		2	\$318.54	\$637.08

Bnd 12" mj 45	Bend, 45, mj x mj Size12	EA	Y		2	\$366.39	\$732.78
Bnd 12" mj 90	Bend, 90, mj x mj Size12	EA	Y		2	\$438.58	\$877.16
Bnd 16" mj 22 1/2	Bend, 22 1/2, mj x mj Size16	EA	Y		1	\$674.42	\$674.42
Bnd 20" MJ 11 1/4	Bend 11 1/4, mj x mj Size 20	EA	Y		1	\$1,172.55	\$1,172.55
Bnd 20" MJ 22 1/2	Bend 22 1/2, mj x mj Size 20	EA	Y		1	\$1,260.46	\$1,260.46
Bnd 20" MJ 45	Bend 45, mj x mj Size 20	EA	Y		1	\$1,203.27	\$1,203.27
Bnd 24" MJ 11 1/4 Spig	Bend 11 1/4, mj x spigot Size 24	EA	Y		1	\$1,428.70	\$1,428.70
Bnd 3/4" Comp 90	3/4 PJCTS 90 Bend BRASS - L44-33NL	EA	Y	AY MCD.	10	\$26.58	\$265.80
Bnd 3/4" FCTXFL 45	3/4 45 Bend Female swivel x FI	EA	Y	AY MCD.	10	\$26.91	\$269.10
Bnd 3/4" FL 90	L22-33NL 3/4" 90 degree bend	EA	Y	AY MCD.	10	\$20.26	\$202.60
Bnd 30" MJ 45	Bend 45, mj x mj Size 30	EA	Y		1	\$3,650.45	\$3,650.45
Bush 3/4" FIPx01" MIP	Bushing, brass Size3/4 FIP x 1 mip	EA	Y	AY MCD.	10	\$5.43	\$54.30
Bush Incrsr 3/4"x01"	Bushing, increaser Size3/4 mip x 1 fl ay74753	EA	Y	AY MCD.	4	\$22.93	\$91.72
Cadweld Shots	Cadweld Shots for Anodes (CA25PLUSXF19)	EA	N	NVENT	200	\$9.57	\$1,914.00
Cap 02" Brass	Caps, Brass 2" pipe threads	EA	Y		10	\$24.35	\$243.50
Cap 03"	3" GXG Cap	EA	Y		5	\$38.37	\$191.85
Cap 03" w 02" outlet	3" MJ Cap w/ 2" Outlet	EA	Y		1	\$66.17	\$66.17
Cap 04"	Caps Size4	EA	Y		1	\$36.06	\$36.06
Cap 04" Swr	4" GXG Cap	EA	Y		10	\$36.43	\$364.30
Cap 04" w/02" outlet	4x2 MJ Tapt cap (I) CP DI	EA	Y		10	\$67.59	\$675.90
Cap 06"	Caps Size6	EA	Y		4	\$66.70	\$266.80
Cap 06" Swr	6" GXG Cap	EA	Y		5	\$12.87	\$64.35
Cap 06" w/02" out MJ	06" Cap with 02" outlet MJ	EA	Y		4	\$96.42	\$385.68
Cap 08"	8" GXG Cap	EA	Y		4	\$34.00	\$136.00
Cap 08" MJ	8 MJ Cap CP DI C153	EA	Y		4	\$93.58	\$374.32
Cap 08" w/02" outle	Caps w/2" outlet Size8	EA	Y		4	\$120.99	\$483.96
Cap 10"	10" GXG Cap	EA	Y		1	\$105.27	\$105.27
Cap 12"	12" GXG Cap	EA	Y		1	\$159.78	\$159.78
Cap 12" di	Cap, 12" di	EA	Y		4	\$191.89	\$767.56
Cap 16"	Cap, 16" di	EA	Y		1	\$389.44	\$389.44
Cap 16" w/02" Outlet	16" Cap with 2" Outlet	EA	Y		1	\$435.28	\$435.28
Cap 18" w/02" Outlet	18" Cap with 2" Outlet	EA	Y		1	\$556.73	\$556.73
Cap 20"	20 MJ Cap (I) Cp Di 153	EA	Y		1	\$624.80	\$624.80
Cap 20" w/02" Outlet	20" Cap with 2" Outlet	EA	Y		1	\$696.16	\$696.16
Cap 24"	24" MJ Cap	EA	Y		1	\$857.80	\$857.80
Cap CW-704 (Mastic)	30 oz tube of Mastic	EA	Y		48	\$27.71	\$1,330.08
Clamp 01"x03"	Clamp, repair fc Size 1x3	EA	Y	SMITH BLAIR	1	\$33.89	\$33.89
Clamp 01"x06"	Clamp, repair fc Size 1x6	EA	Y	SMITH BLAIR	1	\$58.63	\$58.63

Clmp 02"x03"	Clamp, repair, fc Size 2x3	EA	Y	SMITH BLAIR	1	\$37.53	\$37.53
Clmp 02"x06"	Clamp, repair, fc Size2 x 6	EA	Y	SMITH BLAIR	1	\$54.12	\$54.12
Clmp 02"x06"x01"	Clamp, Repair FC 1cc Size 2X6	EA	Y	SMITH BLAIR	1	\$81.58	\$81.58
Clmp 02"x06"x3/4"	Clamp, Repair, BSWW Smith-Blair 26400023807007 Style 264	EA	Y	SMITH BLAIR	2	\$81.58	\$163.16
Clmp 02"x12"	Clamp, repair, fc size 2x12	EA	Y	SMITH BLAIR	2	\$87.02	\$174.04
Clmp 02"x15"	Clamp, repair, fc Size 2x15-16	EA	Y	SMITH BLAIR	4	\$97.26	\$389.04
Clmp 03"x06"x3/4"	Clamp, Repair fc .75cc Size 3x6	EA	Y	SMITH BLAIR	1	\$88.42	\$88.42
Clmp 03"x08"	Clamp, repair, fc size 3x8	EA	Y	SMITH BLAIR	1	\$59.98	\$59.98
Clmp 03"x12"	Clamp, repair, fc Size 3x12	EA	Y	SMITH BLAIR	1	\$95.84	\$95.84
Clmp 04"x08"	Clamp, repair, fc Size 4x8	EA	Y	SMITH BLAIR	4	\$67.06	\$268.24
Clmp 04"x12"	Clamp, repair, fc Size 4 x 12	EA	Y	SMITH BLAIR	4	\$102.91	\$411.64
Clmp 04"x12"x01"	Clamp, repair, fc 1cc Size4 X 12	EA	Y	SMITH BLAIR	4	\$131.35	\$525.40
Clmp 04"x12"x02"	Clamp, repair fc 2cc 4 x 12	EA	Y	SMITH BLAIR	4	\$149.84	\$599.36
Clmp 04"x12"x3/4"	Clamp, repair, fc .75cc Size4 X 12	EA	Y	SMITH BLAIR	8	\$131.35	\$1,050.80
Clmp 04"x20"	Clamp, repair, fc Size 4 x 20	EA	Y	SMITH BLAIR	20	\$172.50	\$3,450.00
Clmp 04"x20"x01"	Clamp, repair, fc 1cc Size4 X 20	EA	Y	SMITH BLAIR	4	\$200.94	\$803.76
Clmp 04"x20"x3/4"	Clamp, repair, fc .75cc Size4 X 20	EA	Y	SMITH BLAIR	10	\$200.94	\$2,009.40
Clmp 06"x08"	Clamp, Repair-FC S2 6 x 8 FS1-724x7.5 Repair Clamp	EA	Y	SMITH BLAIR	4	\$78.19	\$312.76
Clmp 06"x08"x01"	Clamp, Repair fc 1cc Size 6x8	EA	Y	SMITH BLAIR	1	\$106.63	\$106.63
Clmp 06"x12"	Clamp, 6 x 12.5 Repair SS FS1-724x12.5 SS RC 6X12-1/2 OD	EA	Y	SMITH BLAIR	10	\$125.33	\$1,253.30
Clmp 06"x12"x01"	Clamp, repair, fc 1cc Size6 X 12	EA	Y	SMITH BLAIR	4	\$153.77	\$615.08
Clmp 06"x12"x02"	Clamp, repair, fc 2cc Size6 X 12	EA	Y	SMITH BLAIR	4	\$172.26	\$689.04
Clmp 06"x12"x02" IP	Clamp, repair, fc 2ip Size6 X 12	EA	Y	SMITH BLAIR	1	\$172.26	\$172.26
Clmp 06"x12"x3/4"	Clamp, repair, fc .75cc Size6 X 12	EA	Y	SMITH BLAIR	10	\$153.77	\$1,537.70
Clmp 06"x20"	Clamp, 6 x 20 Repair SS FS1-724-20-SS REP CLAMP 6X20 OD	EA	Y	SMITH BLAIR	50	\$216.76	\$10,838.00
Clmp 06"x20"x01"	FS1-724-20CC4 6x20x1CC SS Tap	EA	Y	SMITH BLAIR	4	\$240.29	\$961.16
Clmp 06"x20"x3/4"	Clamp, Repair fc .75cc Size 6x20	EA	Y	SMITH BLAIR	4	\$240.29	\$961.16
Clmp 08"x12"	Clamp, repair, fc Size 8 x 12	EA	Y	SMITH BLAIR	20	\$146.03	\$2,920.60
Clmp 08"x12"x01"	Clamp, repair, fc 1cc Size8 X 12	EA	Y	SMITH BLAIR	4	\$174.47	\$697.88
Clmp 08"x12"x02"	Clamp, repair, fc 2cc Size8 X 12	EA	Y	SMITH BLAIR	4	\$192.97	\$771.88
Clmp 08"x12"x02" IP	Clmp 8x12x2 IP (NPT)	EA	Y	SMITH BLAIR	2	\$192.97	\$385.94
Clmp 08"x12"x3/4"	Clamp, repair, fc .75cc Size8 X 12	EA	Y	SMITH BLAIR	10	\$174.47	\$1,744.70
Clmp 08"x20"	Clamp, repair, fc Size 8x20	EA	Y	SMITH BLAIR	75	\$243.58	\$18,268.50
Clmp 08x20x01	Clmp 08x20x01	EA	Y	SMITH BLAIR	4	\$281.17	\$1,124.68
Clmp 08x20x3/4	Clmp 08x20x3/4	EA	Y	SMITH BLAIR	10	\$281.17	\$2,811.70
Clmp 10"x12"	Clamp, repair fc Size 10 X 12	EA	Y	SMITH BLAIR	2	\$186.28	\$372.56
Clmp 10"x12"x01"	Clamp, repair, fc 1cc Size 10 x 12	EA	Y	SMITH BLAIR	2	\$298.29	\$596.58
Clmp 10"x12"x02"	Clamp, repair, fc 2cc Size 10x12	EA	Y	SMITH BLAIR	2	\$316.78	\$633.56

Clmp 10"x12"x02" IP	Clamp, repair, fc 2ip Size10 x12	EA	Y	SMITH BLAIR	1	\$316.78	\$316.78
Clmp 10"x12"x3/4"	Clamp, Repair fc .75cc Size 10x12	EA	Y	SMITH BLAIR	2	\$274.42	\$548.84
Clmp 10"x20"	Clamp, repair, fc Size10 x 20	EA	Y	SMITH BLAIR	4	\$297.12	\$1,188.48
Clmp 12"x12"	Clamp, repair fc Size 12	EA	Y	SMITH BLAIR	10	\$225.54	\$2,255.40
Clmp 12"x12"x01"	Clamp, repair, fc 1cc Size 12x12	EA	Y	SMITH BLAIR	4	\$337.40	\$1,349.60
Clmp 12"x12"x02"	Clamp, repair, fc 2cc Size 12 X 12	EA	Y	SMITH BLAIR	20	\$355.88	\$7,117.60
Clmp 12"x12"x3/4"	Clamp, Repair .75cc Size 12x12	EA	Y	SMITH BLAIR	4	\$337.40	\$1,349.60
Clmp 12"x20"	Clamp, repair, fc Size12 x 20	EA	Y	SMITH BLAIR	20	\$350.55	\$7,011.00
Clmp 16"x12"	F52-1790-12.5 SS RC 16x12-1/2 OD 17.15-17.90	EA	Y	SMITH BLAIR	1	\$536.09	\$536.09
Clmp 16"x20"	F52-1790-20 SS Rep Clamp 16x20 OD 17.15-17.90	EA	Y	SMITH BLAIR	2	\$808.28	\$1,616.56
Clmp 18"x20"	Clmp, repair, fc Size 18 x 20	EA	Y	SMITH BLAIR	2	\$905.39	\$1,810.78
Clmp 20"x12"	Clamp, repair fc Size 20" x 12"	EA	Y	SMITH BLAIR	2	\$654.85	\$1,309.70
Clmp 20"x30"	Clamp, repair fc Size 20" x 30"	EA	Y	SMITH BLAIR	4	\$1,427.65	\$5,710.60
Clmp 24"x30"	Clamp, repair fc Size 24" x 30"	EA	Y	SMITH BLAIR	2	\$2,240.32	\$4,480.64
Clmp 30"x30"	Clamp, repair, fc Size 30" x 30"	EA	Y	SMITH BLAIR	4	\$2,346.94	\$9,387.76
Corp Stop 01"	Corp Stop 01" F600-4-nl	EA	Y	AY MCD.	25	\$52.39	\$1,309.75
Corp Stop 01" Comp	C44-44NL 1" No lead Coupling PJCTS	EA	Y	AY MCD.	5	\$23.53	\$117.65
Corp Stop 02"	Corp Stop 02" CC X CTS	EA	Y	AY MCD.	50	\$265.82	\$13,291.00
Corp Stop 2" IP	74704B-22 2" COMP BALL CORP STP	EA	Y	AY MCD.	2	\$265.82	\$531.64
Corp Stop 3/4"	74701 3/4 CRP STP AWWAXFLR	EA	Y	AY MCD.	350	\$34.28	\$11,998.00
Corp Stop 3/4" Comp	3/4" compression corp stop	EA	Y	AY MCD.	20	\$36.87	\$737.40
Corp Stop 3/4" IP	Corp Size3/4 ip	EA	Y	AY MCD.	10	\$34.28	\$342.80
Coup 01" Comp	1" CTSxCTS Compression Coupling	EA	Y	AY MCD.	10	\$23.53	\$235.30
Coup 01" FLxIP	1" Coupling Flare x Female Iron Pipe	EA	Y	AY MCD.	4	\$22.72	\$90.88
Coup 01" FLxFL	Coupling 1" 3 part cf x cf no lead	EA	Y	AY MCD.	10	\$33.23	\$332.30
Coup 01" FLxMIP	C28-44-NL 1 CFXMIP CPLG	EA	Y	AY MCD.	4	\$21.48	\$85.92
Coup 01" Mtr Str	Coupling, meter, straight Size1	EA	Y	AY MCD.	4	\$16.90	\$67.60
Coup 01" PtrBurg L	Coupling, Petersburg ell Size1	EA	Y	AY MCD.	4	\$45.92	\$183.68
Coup 02" Comp PVC	Coupling, pvc compression Size 2	EA	Y		4	\$150.61	\$602.44
Coup 02" Comp.	C44-77NL 2" No lead coupling PJCTS	EA	Y	AY MCD.	20	\$106.33	\$2,126.60
Coup 02" HYMAX	860-56-0054-16 2" Hymax Cplg	EA	Y	HYMAX	2	\$135.00	\$270.00
Coup 03" Comp.	3" IPS Compression Coupling	EA	Y		4	\$29.90	\$119.60
Coup 03" HXH	Coupling Sewer HXH Glue 3"	EA	Y		4	\$3.09	\$12.36
Coup 03" Hymax	3" Hymax coupling	EA	Y	HYMAX	2	\$178.86	\$357.72
Coup 03" PXP Fernco	3" PXP Strongback Coupling	EA	Y	FERNCO	2	\$22.16	\$44.32
Coup 04" Comp PVC	4" IPS Compression Coupling	EA	Y		2	\$64.61	\$129.22
Coup 04" CXP Fernco	4" CXP Strongback Coupling	EA	Y	FERNCO	10	\$18.84	\$188.40
Coup 04" GXG	Coupling, Sewer, GXG 4"	EA	Y		8	\$24.45	\$195.60

Coup 04" HXH	Coupling sewer, 04" Glue	EA	Y		4	\$3.97	\$15.88
Coup 04" HYMAX	Couplings, water Size 4.25-5.63 - 4" HYMAX	EA	Y	HYMAX	8	\$229.21	\$1,833.68
Coup 04" Hymax Grip		EA	Y	HYMAX	2	\$297.33	\$594.66
Coup 04" mj x flg	4" mj x flange coupling	EA	Y		2	\$86.29	\$172.58
Coup 04" PXP Fernco	4" PXP Strongback Coupling	EA	Y		10	\$25.00	\$250.00
Coup 04"x12" Sw Anch	4x12ft Swivel Anchor Coupling	EA	Y		1	\$136.04	\$136.04
Coup 04"x4' Flg x Spigot	04" x 4' coupling flange x spigot	EA	Y		3	\$0.00	\$0.00
Coup 06" CXP Fernco	6" CXP Strongback Coupling	EA	Y	FERNCO	10	\$46.71	\$467.10
Coup 06" HYMAX	Couplings, water 6" HYMAX	EA	Y	HYMAX	20	\$303.54	\$6,070.80
Coup 06" Max Adapter		EA	N	MAXADAPTER	10	\$95.74	\$957.40
Coup 06" PXP Fernco	6" PXP Strongback Coupling	EA	Y	FERNCO	16	\$29.00	\$464.00
Coup 06" Sch40	Coup 6" Sch40 HXH	EA	Y		20	\$22.76	\$455.20
Coup 06"x12" sw anch	6x12ft Swivel Anchor Coupling	EA	Y		2	\$202.81	\$405.62
Coup 08" CXP Fernco	8" CXP Strongback Coupling	EA	Y	FERNCO	20	\$40.00	\$800.00
Coup 08" GXG	Coupling, Sewer, GXG Size 8	EA	Y		5	\$53.70	\$268.50
Coup 08" HYMAX	Couplings, water Size 8.54-9.84 - 8" HYMAX	EA	Y	HYMAX	30	\$342.71	\$10,281.30
Coup 08" maxadapter		EA	N	MAXADAPTER	10	\$122.34	\$1,223.40
Coup 08" PXP Fernco	8" PXP Strongback Coupling	EA	Y	FERNCO	10	\$40.00	\$400.00
Coup 08"x12" Sw Anch	8x12ft Swivel Anchor Coupling	EA	Y		4	\$292.55	\$1,170.20
Coup 08"x8' Flg x Spigot	Coupling di Size 08 flange x spigot	EA	Y		1	\$948.96	\$948.96
coup 1 1/2 compxmip		EA	Y	AY MCD.	2	\$54.83	\$109.66
Coup 1 1/2" Comp.	Coupling, compression 1.50"	EA	Y	AY MCD.	4	\$78.77	\$315.08
Coup 1 1/4" Comp	Coupling compression size 1 1/4"	EA	Y	AY MCD.	1	\$40.64	\$40.64
Coup 10" CXP Fernco	10" CXP Strongback Coupling	EA	Y	FERNCO	2	\$75.88	\$151.76
Coup 10" HYMAX	Couplings, water Size 10.70-11.37 - 10" HYMAX	EA	Y	HYMAX	4	\$440.89	\$1,763.56
Coup 10" Max Adapter		EA	N	MAXADAPTER	2	\$154.26	\$308.52
Coup 10" PXP Fernco	10" PXP Strongback Coupling	EA	Y	FERNCO	5	\$59.00	\$295.00
Coup 12" CXP Fernco	12" CXP Strongback Coupling	EA	Y	FERNCO	10	\$95.00	\$950.00
Coup 12" HYMAX	Couplings, water Size 12.40-13.66 - 12" HYMAX	EA	Y	HYMAX	20	\$520.39	\$10,407.80
Coup 12" Max Adapter		EA	N	MAXADAPTER	8	\$18.09	\$144.72
Coup 12" PXP Fernco	12" PXP Strongback Coupling	EA	Y	FERNCO	4	\$83.00	\$332.00
Coup 12"x3' Flg x Spigot	Coupling, Size 12 Flange x Spigot	EA	Y		2	\$788.36	\$1,576.72
Coup 12"x8' Flg x Spigot	Coupling di Size 12 Flange x Spigot	EA	Y		1	\$1,562.57	\$1,562.57
Coup 15" CXP Fernco	15" CXP Strongback Coupling	EA	Y	FERNCO	2	\$209.57	\$419.14
Coup 15" PXP Fernco	15" PXP Strongback Coupling	EA	Y	FERNCO	2	\$209.57	\$419.14
Coup 16" HYMAX	Couplings, water Size 16" HYMAX	EA	Y	HYMAX	2	\$1,425.32	\$2,850.64
Coup 18" HYMAX	Couplings, water Size 18" HYMAX	EA	Y	HYMAX	2	\$1,676.77	\$3,353.54
Coup 2" Cmprs PIxMIP	Compression Coupling 2" Pack Joint x Male Iron Pipe	EA	Y	AY MCD.	50	\$79.87	\$3,993.50

Coup 20" HYMAX	Couplings, water Size 20" HYMAX	EA	Y	HYMAX	2	\$1,771.95	\$3,543.90
Coup 20" x 4' Flg x Spigot	Coupling di flg x spigot Size 20	EA	Y		1	\$1,992.13	\$1,992.13
Coup 24"x36" FlgxFlg	Flange Coupling 24" x 36"	EA	Y		1	\$3,039.57	\$3,039.57
Coup 2x1 1/2 mip		EA	Y		2	\$75.53	\$151.06
Coup 3/4 copper fl	C-22-33-NL 3/4" copper flare x copper flare	EA	Y	AY MCD.	40	\$18.96	\$758.40
Coup 3/4" Comp	C44-33nl 3/4" No Lead Cplg PJ CTS	EA	Y	AY MCD.	40	\$20.58	\$823.20
Coup 3/4" CompFL	Coupling 3/4 CFXPJCTS compression fitting pack joint-n	EA	Y	AY MCD.	20	\$28.31	\$566.20
Coup 3/4" CompXMIP	C84-33NL 3/4" MIPxPJ No lead	EA	Y	AY MCD.	10	\$16.90	\$169.00
Coup 3/4" FLxMIP	Coupling 3/4 CFXMIP compression fitting male iron pipe	EA	Y	AY MCD.	5	\$15.02	\$75.10
Coup 3/4" PtrBurg L	Coupling, Petersburg, ell Size3/4	EA	Y	AY MCD.	2	\$34.04	\$68.08
Coup 3/4"x01" FI	C22-34-NL 3/4 in x 1in (3 part) cfxcf cplg no lead	EA	Y	AY MCD.	10	\$28.11	\$281.10
Coup 3/4"x01" Str PJ	Coupling, straight, pj Size 3/4" x 1	EA	Y	AY MCD.	10	\$23.91	\$239.10
Coup 30"x16" FlgxFlg	Flange Coupling 30" x 16"	EA	Y		1	\$3,699.22	\$3,699.22
Coup 36"x18" FlgxFlg	Flange Coupling 36" x 18"	EA	Y		1	\$5,680.63	\$5,680.63
Coup Anch 06"x2'	6" Anchor Coupling Size 2	EA	Y		2	\$228.72	\$457.44
Coup Anch 06"x3'	6" Anchor coupler size 3	EA	Y		2	\$328.40	\$656.80
Coup Anch 06"x4'	6" Anchor coupling Size 4	EA	Y		2	\$424.25	\$848.50
Coup Anch 06"x5'	6" Anchor Coupling Size 5	EA	Y		2	\$516.55	\$1,033.10
Coup Anch 16"x2'	16" Anchor Coupling Size 2	EA	Y		1	\$1,344.84	\$1,344.84
Curb Stop 01" FL	Curb stop 1" flare	EA	Y		1	\$120.68	\$120.68
Curb stop 3/4	Curb stop Size3/4	EA	Y		1	\$88.73	\$88.73
Custom Setter 02"	Custom Setter 02"	EA	Y	AY MCD.	50	\$1,216.69	\$60,834.50
Fire Hydrant 3'	Fire Hydrant 3' Bury	EA	Y	KENNEDY	1	\$2,828.46	\$2,828.46
Fire Hydrant 4'	Fire Hydrant 4' Bury	EA	Y	KENNEDY	5	\$2,966.27	\$14,831.35
Fire Hydrant 5'	Fire Hydrant 5' Bury	EA	Y	KENNEDY	5	\$3,104.07	\$15,520.35
Fire Hydrant 6'	Fire Hydrant 6' Bury	EA	Y	KENNEDY	3	\$3,241.88	\$9,725.64
Fire Hydrant 7'	Fire Hydrant 7' Bury	EA	Y	KENNEDY	2	\$3,379.69	\$6,759.38
Fire Hydrant 8'	Fire Hydrant 8' Bury	EA	Y	KENNEDY	1	\$3,518.17	\$3,518.17
Fire Hydrant 9'	Fire Hydrant 9' Bury	EA	Y	KENNEDY	1	\$3,655.98	\$3,655.98
Gasket 01" Copper	Copper Gaskets for 1" flare	EA	Y		20	\$26.20	\$524.00
Gasket 03" MJ	MJ 3" Gasket	EA	Y		4	\$5.67	\$22.68
Gasket 04" MJ	MJ 4" Gasket	EA	Y		10	\$5.67	\$56.70
Gasket 06" MJ	MJ 6" Gasket	EA	Y		20	\$5.67	\$113.40
Gasket 08" MJ	MJ 8 Gasket	EA	Y		20	\$6.15	\$123.00
Gasket 10" MJ	MJ 10 Gasket	EA	Y		10	\$8.51	\$85.10
Gasket 12" MJ	MJ 12" Gasket	EA	Y		20	\$9.46	\$189.20
Gasket 12"x1/8" Flg	12x1/8" Flg FF RR Gasket	EA	Y		4	\$9.29	\$37.16
Gasket 20" MJ	MJ 20" Gasket	EA	Y		1	\$18.91	\$18.91

Gland 03" MJ	Gland, mj Size3	EA	Y		4	\$6.93	\$27.72
Gland 04" MJ	Gland, mj Size4	EA	Y		4	\$9.93	\$39.72
Gland 04" Split MJ	Gland, split, mj Size4	EA	Y		2	\$18.37	\$36.74
Gland 06" MJ	Gland, mj Size6	EA	Y		2	\$11.35	\$22.70
Gland 06" Split MJ	Gland, split, mj Size6	EA	Y		2	\$26.53	\$53.06
Gland 08" MJ	Gland, mj Size8	EA	Y		2	\$14.65	\$29.30
Gland 08" Split MJ	Gland, split, mj Size8	EA	Y		2	\$30.61	\$61.22
Gland 10" MJ	Gland, mj Size10	EA	Y		2	\$22.21	\$44.42
Gland 12" MJ	Gland, mj Size12	EA	Y		2	\$22.69	\$45.38
Gland 12" Split	Gland 12" Split	EA	Y		2	\$38.78	\$77.56
Gland 16" MJ	Gland, mj Size16	EA	Y		2	\$36.40	\$72.80
Gland 18" MJ	Gland, mj Size 18	EA	Y		2	\$59.55	\$119.10
Gland 20" MJ	Gland 20"	EA	Y		2	\$84.60	\$169.20
Gland 24" MJ	Gland, mj Size 24	EA	Y		2	\$125.71	\$251.42
Gland 30" MJ	Gland, mj Size 30	EA	Y		2	\$182.91	\$365.82
Hyd Bonnet Rpr Kit K	Hydrant Bonnet Repair Kit Kennedy	EA	N	KENNEDY	1	\$45.96	\$45.96
Hyd Bonnet Rpr Kit M	Hydrant Bonnet Repair Kit Mueller	EA	N	MUELLER	1	\$45.96	\$45.96
Hyd Bonnet Rpr Kit W	Hydrant Bonnet Repair Kit Waterous	EA	N	WATEROUS	1	\$47.20	\$47.20
Hyd Drain Valve K	K8456 Drain Valve f/5-1/4VO	ea	N	KENNEDY	1	\$329.52	\$329.52
Hyd Ext Kit 06" AVK	6" AVK Hydrant Extension Kit	EA	N	AVK	1	\$320.85	\$320.85
Hyd Ext Kit 12" AVK	12" AVK Hydrant Extension Kit	EA	N	AVK	1	\$383.09	\$383.09
Hyd Ext Kit 24" AVK	24" AVK Hydrant Extension Kit	EA	N	AVK	1	\$507.55	\$507.55
Hyd Ft Vlv Rpr Kit M	Hydrant foot valve kit Mueller	EA	N	MUELLER	1	\$523.34	\$523.34
Hyd Ft Vlv Rpr Kit W	Hydrant foot valve repair kit Waterous	EA	N	WATEROUS	1	\$785.87	\$785.87
Hyd Mn Vlv Rpr Kit K	Hydrant Main Valve Repair Kit Size Kennedy	EA	N	KENNEDY	1	\$537.70	\$537.70
Hyd Riser Kit 06" K	Hydrant riser kit Size6 Kennedy	EA	N	KENNEDY	1	\$320.85	\$320.85
Hyd Riser Kit 06" M	Hydrant riser kit Size6 Mueller	EA	N	MUELLER	1	\$358.19	\$358.19
Hyd Riser Kit 06" W	Hydrant riser kit Size6 Waterous	EA	N	WATEROUS	1	\$312.55	\$312.55
Hyd Riser Kit 12" K	Hydrant riser kit Size12 Kennedy	EA	N	KENNEDY	1	\$365.80	\$365.80
Hyd Riser Kit 12" M	Hydrant riser kit Size12 Mueller	EA	N	MUELLER	1	\$421.81	\$421.81
Hyd Riser Kit 12" W	Hydrant riser kit Size12 Waterous	EA	N	WATEROUS	1	\$365.80	\$365.80
Hyd Riser Kit 24" K	Hydrant riser kit size 24 Kennedy	EA	N	KENNEDY	1	\$464.68	\$464.68
Hyd Riser Kit 24" M	Hydrant riser kit Size24 Mueller	EA	N	MUELLER	1	\$539.36	\$539.36
Hyd Riser Kit 24" W	Hydrant riser kit Size24 Waterous	EA	N	WATEROUS	1	\$472.98	\$472.98
Hyd Sfty Fl Rpr Kit M	Hydrant repair kit - Size Mueller	EA	N	MUELLER	1	\$190.72	\$190.72
Hyd Shoe Rpr Kit K	Hydrant Safety Flange Repair Kit Mueller	EA	N	MUELLER	10	\$170.62	\$1,706.20
Hyd Shoe Rpr Kit M	Hydrant Shoe Repair Kit Kennedy Size 5.25 VO	EA	N	KENNEDY	1	\$176.94	\$176.94
Hyd Shoe Rpr Kit W	Hydrant Shoe Repair Kit Mueller Size 5.25 VO Before 1997	EA	N	MUELLER	1	\$190.72	\$190.72

Hyd Trf Rpr Kit - M	Hydrant Traffic Repair Kit - Mueller - 1972 & Older	EA	N	MUELLER	1	\$182.11	\$182.11
Hyd Trf Rpr Kit AVK	AVK Traffic Repair Kit 2700	EA	N	AVK	4	\$144.19	\$576.76
Hyd Trf Rpr kit K	Hydrant collision repair kit Kennedy	EA	N	KENNEDY	20	\$177.51	\$3,550.20
Hyd Trf Rpr kit M	Hydrant Traffic Repair Kit - Mueller - 1973 & Newer	EA	N	MUELLER	20	\$170.62	\$3,412.40
Hyd Trf Rpr kit W	Hydrant traffic repair kit Waterous	EA	N	WATEROUS	20	\$186.13	\$3,722.60
Hyd Upper Barrel K	Hydrant upper barrel Kennedy	EA	N	KENNEDY	1	\$1,702.79	\$1,702.79
Hyd Upper Barrel M	Hydrant Upper Barrel Mueller	EA	N	MUELLER	1	\$1,818.90	\$1,818.90
Hyd Upper Oper Rod K	K8114 Upper Stem F/K81 Hydrant	EA	N	KENNEDY	1	\$162.57	\$162.57
Hyperflex 300 MIL	SG-HF6 Hyperflex 300 MIL 6 PK	EA	N	HYPERFLEX	20	\$145.00	\$2,900.00
Mega Lug 03"	3" Mega Lug	EA	N	MEGALUG	2	\$23.95	\$47.90
Mega Lug 04"	Glands, retaining/mega lug Size4	EA	N	MEGALUG	10	\$25.39	\$253.90
Mega Lug 04" PVC	4 PVC 4004 Stargrip Restr Gland Only	EA	N	MEGALUG	20	\$30.74	\$614.80
Mega Lug 04" Split	Gland, split, mega lug Size4	EA	N	MEGALUG	2	\$81.74	\$163.48
Mega Lug 06"	Glands, retaining/mega lug Size6	EA	N	MEGALUG	10	\$29.85	\$298.50
Mega Lug 06" PVC	6" PVC Mega Lug	EA	N	MEGALUG	20	\$37.35	\$747.00
Mega Lug 06" Split	Gland, split, mega lug Size6	EA	N	MEGALUG	2	\$115.41	\$230.82
Mega Lug 08"	Glands, retaining/mega lug Size8	EA	N	MEGALUG	10	\$44.85	\$448.50
Mega Lug 08" PVC	Mega Lug 08" PVC	EA	N	MEGALUG	20	\$55.21	\$1,104.20
Mega Lug 08" Split	Gland, split mega lug Size8	EA	N	MEGALUG	2	\$142.09	\$284.18
Mega Lug 10"	Glands, retaining/mega lug Size10	EA	N	MEGALUG	2	\$66.47	\$132.94
Mega Lug 10" Split	10 3010S Split Stargrip w/acc f/DIP	EA	N	MEGALUG	1	\$177.40	\$177.40
Mega Lug 12"	Glands, retaining/mega lug Size12	EA	N	MEGALUG	10	\$96.86	\$968.60
Mega Lug 12" Split	Gland, split, mega lug Size12	EA	N	MEGALUG	1	\$220.35	\$220.35
Mega Lug 16"	Glands, retaining/mega lug Size16	EA	N	MEGALUG	2	\$183.47	\$366.94
Mega Lug 16" Split	Gland, split, mega lug Size16	EA	N	MEGALUG	1	\$539.87	\$539.87
Mega Lug 20"	20 EBAA Megalug MJ Di 1120 Rst F/Di Pipe, Black	EA	N	MEGALUG	2	\$322.77	\$645.54
Mega Lug 30"	Glands, retaining/mega lug Size30	EA	N	MEGALUG	2	\$1,131.56	\$2,263.12
MH Cleanout Ring & Lid	2238 Ring & Lid	EA	Y		5	\$103.12	\$515.60
MH Ring & Lid 23.5"x4"/0" Low Pro	MH-142N Ring & Lid	EA	Y		10	\$319.07	\$3,190.70
MH Ring 23.5" Stndrd	250-24A Import Manhole Ring Only	EA	Y		4	\$155.98	\$623.92
MH Ring 24" Low Prof	24" Low Profile 3" MH ring	EA	Y		10	\$315.79	\$3,157.90
MH Ring 24" Standard	LS101A Manhole Ring & Lid LS101B	EA	Y		20	\$552.63	\$11,052.60
MH Ring 24x4" Lo Pro	24" Low Profile 4" MH Ring	EA	Y		10	\$315.79	\$3,157.90
MH Ring Std. bolt&d	Slab Bolt Down Manhole Ring Size	EA	Y		40	\$597.89	\$23,915.60
MH Riser Rng HDPE 1"	24R125 1-1/4" Ladtech Riser	EA	Y		50	\$37.23	\$1,861.50
MH Riser Rng HDPE 2"	MH Riser Ring HDPE 24" x 2"	EA	Y		50	\$51.06	\$2,553.00
MH Riser Rng HDPE 4"	MH Riser Ring HDPE 24" x 4"	EA	Y		50	\$85.11	\$4,255.50
MH Slp Riser HDPE 1"	24S150 1-1/2" Slope Ladtech	EA	Y		50	\$40.43	\$2,021.50

MH St. Riser 23.25x1	1 Manhole Riser 23.25x1" Street Riser	EA	Y		10	\$247.37	\$2,473.70
MH St. Riser 23.25x2	250-24Ax2" IMPT MANHOLE RISER	EA	Y		10	\$71.59	\$715.90
MH St. Riser 23.25x3	250-24AX3" IMPT Manhole Riser	EA	Y		10	\$102.28	\$1,022.80
MH St. Riser 24"x1"	1 Manhole Riser 24x1" Street Riser	EA	Y		20	\$247.37	\$4,947.40
MH St. Riser 24"x2"	3101 2" Manhole Riser Import	EA	Y		20	\$86.95	\$1,739.00
MH St. Riser 24"x3"	300-24Ax3" Impt MH Riser	EA	Y		20	\$117.95	\$2,359.00
Mtr Adpt 03" Flg	912-90039603-000 3" Flg Adpt	EA	Y	SMITH BLAIR	4	\$123.41	\$493.64
Mtr Adpt 04" Flg	912-90048604-000 4" Flg Adpt	EA	Y	SMITH BLAIR	8	\$154.08	\$1,232.64
Mtr Adpt 06" Flg	912-90069606-000 6" Flg Adpt	EA	Y	SMITH BLAIR	8	\$196.74	\$1,573.92
Mtr Adpt 08" Flg	912-90091108-000 8" Flg Adpt	EA	Y	SMITH BLAIR	4	\$270.07	\$1,080.28
Mtr Adpt 1 1/2"x02"	710J67 MTR ADAPTER 1-1/2X2 NL	EA	Y	AY MCD.	50	\$110.34	\$5,517.00
Mtr Adpt 12" Flg	12" Flg Adpt	EA	Y	SMITH BLAIR	1	\$547.94	\$547.94
Mtr Adpt 3/4"x01"	Meter adapter Size5/8 3/4 to 1	EA	Y	AY MCD.	10	\$14.04	\$140.40
Mtr Expan. 3/4"	Expansion Connection .75"	EA	Y	AY MCD.	350	\$24.20	\$8,470.00
Mtr Expan.01"	Expansion Connection "1	EA	Y	AY MCD.	50	\$40.60	\$2,030.00
Mtr Ext 06"	McDonald (718-207WX) Horiz Resetter NL	EA	Y	AY MCD.	2	\$108.70	\$217.40
Mtr Ext 12"	Meter Extension 12" Horiz Resetter NL	EA	Y	AY MCD.	2	\$113.56	\$227.12
Mtr Gasket 02" Flg	Flange Water Meter Gasket, 2" drop in	EA	Y		150	\$1.60	\$240.00
MW 18"x36" PVC	Meter Well 18x36 PVC	EA	Y		250	\$44.23	\$11,057.50
MW 24"x36" PVC	Meter Well 24x36 PVC	EA	Y		50	\$72.44	\$3,622.00
MW 36"x36" PVC	Meter Well 36x36 PVC	EA	Y		75	\$335.62	\$25,171.50
MW Ext 18" Sltd	18x22 Slanted Meter Well Ext.	EA	Y		20	\$56.70	\$1,134.00
MW Ext 18"x12"	18"x12" Meter Box Extension	EA	Y		20	\$56.81	\$1,136.20
MW EXT 18"x3"	18"x3" Meter Box Extension	EA	Y		20	\$40.06	\$801.20
MW EXT 18"x6"	18"x6" Meter Box Extension	EA	Y		20	\$41.53	\$830.60
MW Ext 24"x12"	Meter box extension Size 24x12	EA	Y		6	\$64.39	\$386.34
MW Ext 36"x03"	Meter box extensions Size36 x 3	EA	Y		2	\$75.00	\$150.00
MW Ext 36"x04"	36 ADS N-12 Solid 36x4 Riser	EA	Y		2	\$180.00	\$360.00
MW Flg 36"	Meter Well Monitor Flange 36"	EA	Y		50	\$280.00	\$14,000.00
MW Lid 18" 2210	2210 MP Lid Only (IMIP)	EA	Y		350	\$25.61	\$8,963.50
MW Lid 24"	Meter Well Lid 24"	EA	Y		20	\$97.62	\$1,952.40
MW Lid 36"	Meter Well Monitor Lid 36"	EA	Y		50	\$136.90	\$6,845.00
MW Ring 18" 2210	2210 18" IMP Ring Only SIP	EA	Y		350	\$35.07	\$12,274.50
MW Ring 24"	Meter Well Ring 24"	EA	Y		20	\$92.89	\$1,857.80
MW Ring 36"	Meter Well Monitor Ring 36"	EA	Y		50	\$250.00	\$12,500.00
MW Ring Adpt 18"x24"	Ring MW Adptr 18x24	EA	Y		2	\$60.85	\$121.70
MW Ring Adpt 18"x36"	Ring MW Adptr 18x36	EA	Y		1	\$176.27	\$176.27
Nipple 01"x03" SS	1"x3" Nipple	EA	Y		10	\$9.49	\$94.90

Nipple 01"x04"	1"x4" Brass Nipple	EA	Y		10	\$8.14	\$81.40
Nipple 02"x03" SS	2"x3" Nipple	EA	Y		10	\$16.84	\$168.40
Nipple 02"x04" Brass	2"x4" Brass Nipple	EA	Y		5	\$20.01	\$100.05
Nipple 02"x04" SS	2"x4" Nipple	EA	Y		10	\$20.56	\$205.60
Nipple 02"x06" Brass	Nipple, brass Size 2x6	EA	Y		10	\$28.82	\$288.20
Nipple 02"x06" SS	02"x06" Stainless Steel Nipple	EA	Y		10	\$31.21	\$312.10
Nipple 02"x08" SS	2x8 SS Nipple	EA	Y		10	\$40.70	\$407.00
Nipple 02"x12" Brass	Nipple, brass Size 2x12	EA	Y		20	\$56.30	\$1,126.00
Nipple 03"x03" SS	3"x3" Nipple	EA	Y		5	\$39.34	\$196.70
Nipple 04"xCL SS	4"x4" Nipple	EA	Y		5	\$66.47	\$332.35
Nipple 1/2"x02" Bras	1/2"x2 Brass Nipple No Lead	EA	Y		5	\$2.72	\$13.60
Nipple 3/4"x 02" SS	3/4"x 02" SS Nipple	EA	Y		5	\$5.43	\$27.15
Nipple 3/4"x02" Bras	3/4"x2 Brass Nipple No Lead	EA	Y		5	\$4.07	\$20.35
Nipple 3/4"x06" SS	3/4 x 6 SS Nipple	EA	Y		10	\$12.23	\$122.30
Nipple 3/4"xCL Brass	Nipple 3/4 cl brass	EA	Y		5	\$3.05	\$15.25
Pipe 01 1/2" Poly	Pipe 1 1/2" Poly	FOOT	Y		100	\$1.15	\$115.00
Pipe 01" Copper	Copper tubing Size 1	FOOT	Y		100	\$8.45	\$845.00
Pipe 01" Poly	1" Poly Pipe	LN FT	Y		100	\$0.56	\$56.00
Pipe 01" Sch40	Pipe, water 1" SCH40 (10' Stick)	LN FT	Y		20	\$1.02	\$20.40
Pipe 02" Copper	Copper tubing, type k Size2	LN FT	Y		50	\$20.87	\$1,043.50
Pipe 02" Sch40	Pipe, water 2" SCH40 (10' Stick)	LN FT	Y		20	\$2.14	\$42.80
Pipe 03" Sch40	Pipe 03" Sch40 PVC, 20'/Stick	LN FT	Y		40	\$3.37	\$134.80
Pipe 04"	4" SDR26 Sewer Pipe	LN FT	Y		100	\$3.38	\$338.00
Pipe 04" C900	Pipe, Water C900 Size 4" (10' Stick)	LN FT	Y		200	\$6.23	\$1,246.00
Pipe 04" Sch40	Pipe, Water Schedule 40 Size 4"	LN FT	Y		20	\$4.90	\$98.00
Pipe 06"	6" SDR26 Sewer Pipe	LN FT	Y		100	\$7.57	\$757.00
Pipe 06" C900	Pipe, water C900 Size 6" (20' Stick)	LN FT	Y		400	\$12.73	\$5,092.00
Pipe 06" Sch40	Pipe, water Schedule 40 Size 6" (10)	LN FT	Y		100	\$11.22	\$1,122.00
Pipe 08"	8" SDR26 Sewer Pipe (14' Sticks)	LN FT	Y		200	\$14.01	\$2,802.00
Pipe 08" C900	Pipe, water C900 Size 8" (20' Stick)	LN FT	Y		800	\$21.82	\$17,456.00
Pipe 08" Sch40	Pipe, water Schedule 40 Size 8"	LN FT	Y		20	\$23.47	\$469.40
Pipe 1 1/2" Copper	Copper tubing, 1 1/2" Type K, (60' Rolls)	LN FT	Y		50	\$13.47	\$673.50
Pipe 1 1/2" Sch40	Pipe, water 1.5" SCH40 (10' Stick)	LN FT	Y		20	\$1.96	\$39.20
Pipe 1 1/4" Copper	Copper tubing, type k Size1.25	LN FT	Y		50	\$9.75	\$487.50
Pipe 1 1/4" Sch40	Pipe, water 1.25' SCH40 (10' Stick)	LN FT	Y		20	\$1.89	\$37.80
Pipe 10"	10" SDR26 Sewer Pipe	LN FT	Y		100	\$21.33	\$2,133.00
Pipe 10" C900	Pipe, water C900 Size 10" (20" Stick)	LN FT	Y		100	\$32.75	\$3,275.00
Pipe 12"	12" SDR26 Sewer Pipe	LN FT	Y		100	\$30.67	\$3,067.00

Pipe 12" C900	Pipe, water C900 Size 12" (20' Stick)	LN FT	Y		400	\$46.55	\$18,620.00
Pipe 15"	15" SDR26 Sewer Pipe, (14' Stick)	LN FT	Y		80	\$46.04	\$3,683.20
Pipe 16" C900	Pipe, water C900 Size 16" (20' Stick)	LN FT	Y		40	\$85.07	\$3,402.80
Pipe 18"	18 SDR 26 Sewer Pipe	LN FT	Y		20	\$77.32	\$1,546.40
Pipe 18" C900	Pipe, water C900 Size 18" (20ft Stick)	FOOT	Y		20	\$120.45	\$2,409.00
Pipe 2" Poly	2X100' CTS PE Tubing 200 PSI	FOOT	Y		100	\$1.83	\$183.00
Pipe 20" C900	Pipe, water C900 Size 20" (20' Stick)	LN FT	Y		20	\$125.47	\$2,509.40
Pipe 3/4" Copper	3/4 " copper tubing type k size .75	LN FT	Y		600	\$6.31	\$3,786.00
Pipe 3/4" Poly	3/4" Poly Pipe	LN FT	Y		200	\$0.36	\$72.00
Pipe Patch 6"x24" W	6"x24" Pipe Patch Kit	EA	N	SOURCE ONE	2	\$325.13	\$650.26
Pipe Patch 6"x48" W	6"x48" Pipe Patch Kit	EA	N	SOURCE ONE	2	\$487.68	\$975.36
Pipe Patch 8"x24" W	8"x24" Pipe patch Kit	EA	N	SOURCE ONE	2	\$379.32	\$758.64
Pipe Patch 8"x48" W	8" X 48" Pipe Patch Kit	EA	N	SOURCE ONE	4	\$541.87	\$2,167.48
Pipe Patch 10"x24" W	10"x24" Pipe Patch Kit	ea	N	SOURCE ONE	1	\$433.50	\$433.50
Pipe Patch 10"x48" W	10"x48" Pipe Patch Kit	EA	N	SOURCE ONE	1	\$596.06	\$596.06
Pipe Patch 12"x24" W	12"x24" Pipe Patch Kit	EA	N	SOURCE ONE	1	\$541.87	\$541.87
Pipe Patch 12"x48" W	12"x48" Pipe Patch Kit	EA	N	SOURCE ONE	2	\$650.24	\$1,300.48
Plug 01" Brass	Plug, brass Size1 IP	EA	Y		10	\$4.37	\$43.70
Plug 01" CC Brass	Plug, brass, cc Size1	EA	Y		30	\$16.21	\$486.30
Plug 04" MJ	Plug, mj Size4	EA	Y		6	\$44.90	\$269.40
Plug 04" Sewer SDR35	Sewer Service Plug 04"	EA	Y		15	\$6.00	\$90.00
Plug 04" w/02" Out	Plug, mj w/2" outlet Size4	EA	Y		10	\$74.67	\$746.70
Plug 06" MJ	Plug, mj Size6	EA	Y		4	\$83.18	\$332.72
Plug 06" Sewer SDR35	Sewer Plug 06 SDR35	EA	Y		2	\$8.41	\$16.82
Plug 06" w/02" Out	Plug, w/2" outlet Size6	EA	Y		10	\$112.01	\$1,120.10
Plug 08" Gripper	08" Gripper Plug	EA	Y		3	\$40.00	\$120.00
Plug 08" MJ	Plug, mj Size8	EA	Y		4	\$120.52	\$482.08
Plug 08" Sewer Sdr35	8" sewer plug SDR35	EA	Y		2	\$30.00	\$60.00
Plug 08" w/02" Out	Plug w/2" inch outlet Size 8	EA	Y		4	\$149.83	\$599.32
Plug 10" MJ	Plug, mj Size10	EA	Y		1	\$207.01	\$207.01
Plug 12" Gripper	12" Gripper plug sewer	EA	Y		1	\$357.89	\$357.89
Plug 12" MJ	Plug, mj Size12	EA	Y		2	\$210.79	\$421.58
Plug 12" w/02" Out	Plug, mj x 2 ip Size12	EA	Y		2	\$239.62	\$479.24
Plug 16" MJ	Plug MJ Size 16"	EA	Y		1	\$557.68	\$557.68
Plug 16" w/02" Out	Plug MJ w/ 2" Outlet Size 16	EA	Y		1	\$586.99	\$586.99
Plug 18" MJ	Plug MJ Size 18	EA	Y		1	\$714.59	\$714.59
Plug 20" MJ	Plug MJ Size 20	EA	Y		1	\$924.43	\$924.43
Plug 20" w/ 02" Out	20x2 MJ Tapt Plug (I) Cp Di C153	EA	Y		1	\$920.65	\$920.65

Plug 3/4" Brass	3/4 Brass SQ Head Cored Plug	EA	Y		30	\$10.92	\$327.60
Plug 3/4" Brass IP	Plug, brass, ip Size 3/4	EA	Y		10	\$4.03	\$40.30
Plug 30" MJ	Plug MJ Size 30	EA	Y		1	\$2,632.65	\$2,632.65
Proselect	Self Leveling Proselect Sealant	EA	N	PROSELECT	20	\$17.53	\$350.60
Ram-nek 1" (Kent SI)	Kent Seal (14.5 LF per Roll) - 1 box = 8 rolls	ROLL	Y	HAWK SEAL	50	\$11.22	\$561.00
Reducer 02"x3/4" Bra	2x3/4" Brass Bell Reducer No Lead	EA	Y		5	\$51.89	\$259.45
Reducer 06"x03"	Reducer 6" x 3"	EA	Y		1	\$107.29	\$107.29
Reducer 06"x04"	Reducer, fl Size6 x 4	EA	Y		3	\$187.15	\$561.45
Reducer 08"x06" flg	Reducer flg x flg 8" x 6"	EA	Y		1	\$306.26	\$306.26
Reducer 08"x06" mj	Reducer mj 8"x6"	EA	Y		2	\$121.47	\$242.94
Reducer 10"x6"	Reducer 10" x 6"	EA	Y		1	\$168.72	\$168.72
Reducer 10"x8"	Reducer 10" x 8"	EA	Y		2	\$185.27	\$370.54
Reducer 12"x8"	Reducer 12" x 8"	EA	Y		2	\$209.85	\$419.70
Reducer 20"x18"	Reducer 20" MJ x 18" Spigot	EA	Y		1	\$1,065.33	\$1,065.33
Reducer 24"x20"	Reducer 24"x20" MJ	EA	Y		1	\$1,570.96	\$1,570.96
Reducer 30"x12"	Reducer 30" Spigot x 12" MJ	EA	Y		1	\$4,473.40	\$4,473.40
SealGuard II	SealGuard II Reorder Kit - 1 kit = 6 tubes	EA	N	SEALGUARD II	20	\$438.14	\$8,762.80
Solid Slv 03" Short	Solid sleeve, short size3	EA	Y		1	\$60.50	\$60.50
Solid Slv 04" Long	Solid sleeve, long Size4	EA	Y		2	\$76.57	\$153.14
Solid Slv 04" Short	Solid sleeve, short Size4	EA	Y		2	\$59.08	\$118.16
Solid Slv 06" Long	Solid sleeve, long Size6	EA	Y		2	\$134.22	\$268.44
Solid Slv 06" PVC	Solid sleeve, pvc Size6	EA	Y		2	\$96.42	\$192.84
Solid Slv 06" Short	Solid sleeve, short Size6	EA	Y		2	\$96.42	\$192.84
Solid Slv 08" Long	Solid sleeve, long Size8	EA	Y		2	\$210.79	\$421.58
Solid Slv 08" Short	Solid sleeve, short Size8	EA	Y		2	\$137.53	\$275.06
Solid Slv 10" Long	Solid Sleeve, long Size 10	EA	Y		2	\$249.54	\$499.08
Solid Slv 10" Short	Solid sleeve, short Size10	EA	Y		2	\$238.20	\$476.40
Solid Slv 12" Long	Solid sleeve, long Size12	EA	Y		2	\$325.16	\$650.32
Solid Slv 16"	Solid sleeve Size16	EA	Y		2	\$621.96	\$1,243.92
Solid Slv 16" Long	Solid Sleeve, long Size 16	EA	Y		2	\$638.97	\$1,277.94
Solid Slv 18" Long	Solid sleeve, long size18	EA	Y		2	\$906.47	\$1,812.94
Solid Slv 20" MJ	20 MJ L/P Sleeve (I) Cp Di C153	EA	Y		2	\$1,096.46	\$2,192.92
Solid Slv 24" Long	Solid sleeve, long size24	EA	Y		2	\$1,322.37	\$2,644.74
Solid Slv 30" Long	Solid sleeve, long size30	EA	Y		2	\$2,970.36	\$5,940.72
Swr Inside Drop Bowl 6"	Inside Manhole Drop Bowl size 6	EA	Y	Reliner	2	\$380.00	\$760.00
Swr Inside Drop Bowl 8"	Inside Manhole Drop Bowl size 8	EA	Y	Reliner	2	\$435.00	\$870.00
Swr Inside Drop Bowl 10"	Inside Manhole Drop Bowl size 10	EA	Y	Reliner	2	\$497.00	\$994.00
Swr Inside Drop Bowl 12"	Inside Manhole Drop Bowl size 12	EA	Y	Reliner	2	\$780.00	\$1,560.00

T 01" flx3/4"fl serv	Tee, Service Size1 fl x 3/4 fl	EA	Y		8	\$54.08	\$432.64
T 01"x01"x01"	Tee, service Size1" X 1" X 1"	EA	Y		6	\$67.45	\$404.70
T 01"x01"x01" Comp.	Tee, size 1x1x1 Compression	EA	Y		4	\$60.09	\$240.36
T 01"x01"x3/4" Comp	01"x01"x3/4" Compression Tee	EA	Y		10	\$61.72	\$617.20
T 02" Sch40	Tee 2" S40 pvc HxH	EA	Y		2	\$3.11	\$6.22
T 03"x03" Sch40	Tee 3x3 S40 pvc HxH	EA	Y		2	\$11.94	\$23.88
T 04"x04"x04"	Tee, mj Size4	EA	Y		3	\$128.55	\$385.65
T 04"x04"x04" Flg	04"x04"x04" Flange Tee	EA	Y		2	\$209.37	\$418.74
T 06"x06"x04"	Tee, mj di Size 6 x 4	EA	Y		2	\$207.95	\$415.90
T 06"x06"x06"	Tee, mj Size6 x 6 x 6	EA	Y		2	\$206.53	\$413.06
T 08"x08"x06"	Tee, mj Size8 x 8 x 6	EA	Y		3	\$256.16	\$768.48
T 08"x08"x08"	Tee, mj Size 8 x 8 x 8	EA	Y		2	\$309.56	\$619.12
T 10"x10"x06"	10x6 MJ Tee (I) CP DI C153	EA	Y		1	\$327.05	\$327.05
T 10"x10"x06" fl	Tee 10"mj x 10"mj x 6"flg	EA	Y		1	\$514.20	\$514.20
T 10"x10"x08" mj	Tee 10"x10"x8"mj	EA	Y		1	\$382.82	\$382.82
T 10x10x10	10x10 MJ Tee (I) CP DI C153	EA	Y		1	\$437.64	\$437.64
T 12"x12"x06"	Tee, fl, di Size12 x 12 x 6	EA	Y		2	\$1,149.39	\$2,298.78
T 12"x12"x08"	Tee, mj, di Size12 x 12 x 8	EA	Y		2	\$476.40	\$952.80
T 16"x16"x08" mj	Tee, mj di Size16x16x08	EA	Y		2	\$923.96	\$1,847.92
T 20"x20"x16" mj	Tee, mj di Size 20x20x16	EA	Y		1	\$1,871.07	\$1,871.07
T 3/4" fl	Tee 3/4" Flare Brass	EA	Y		20	\$45.62	\$912.40
T 3/4"x01" Comp	3/4x1" T444-334NL CTS TEE NO Lead	EA	Y		10	\$59.87	\$598.70
T 3/4"x3/4"x01" fl	Tee 3/4"x3/4"x01" Flare Brass	EA	Y		10	\$48.09	\$480.90
T 3/4"x3/4"x3/4" Ser	74760-22 3/4 TEE CTS NL	EA	Y		10	\$56.20	\$562.00
T 3/4"x3/4"x3/4"comp	Tee 3/4"x3/4"x3/4" Compression Brass T444-333NL	EA	Y		10	\$56.20	\$562.00
T 30"x30"x30"	Tee, fl di Size 30x30x30	EA	Y		1	\$6,883.57	\$6,883.57
Tap Climp 04"x3/4"	Smith Blair 372 service saddle CC	EA	Y	SMITH BLAIR	5	\$67.89	\$339.45
Tap Climp 04"x01"	Smith Blair 372 service saddle CC	EA	Y	SMITH BLAIR	4	\$67.89	\$271.56
Tap Climp 04"x02"	Smith Blair 372 service saddle CC	EA	Y	SMITH BLAIR	2	\$100.26	\$200.52
Tap Climp 06"x3/4"	Smith Blair 372 service saddle CC	EA	Y	SMITH BLAIR	50	\$71.31	\$3,565.50
Tap Climp 06"x01"	Smith Blair 372 service saddle CC	EA	Y	SMITH BLAIR	10	\$71.31	\$713.10
Tap Climp 06"x02"	Smith Blair 372 service saddle CC	EA	Y	SMITH BLAIR	10	\$101.36	\$1,013.60
Tap Climp 08"x3/4"	Smith Blair 372 service saddle CC	EA	Y	SMITH BLAIR	200	\$79.23	\$15,846.00
Tap Climp 08"x01"	Smith Blair 372 service saddle CC	EA	Y	SMITH BLAIR	10	\$79.23	\$792.30
Tap Climp 08"x02"	Smith Blair 372 service saddle CC	EA	Y	SMITH BLAIR	25	\$104.84	\$2,621.00
Tap Climp 10"x3/4"	Smith Blair 372 service saddle CC	EA	Y	SMITH BLAIR	5	\$87.74	\$438.70
Tap Climp 10"x01"	Smith Blair 372 service saddle CC	EA	Y	SMITH BLAIR	5	\$87.74	\$438.70
Tap Climp 10"x02"	Smith Blair 372 service saddle CC	EA	Y	SMITH BLAIR	5	\$110.19	\$550.95

Tap Climp 12"x3/4"	Smith Blair 372 service saddle CC	EA	Y	SMITH BLAIR	50	\$89.72	\$4,486.00
Tap Climp 12"x01"	Smith Blair 372 service saddle CC	EA	Y	SMITH BLAIR	10	\$89.72	\$897.20
Tap Climp 12"x02"	Smith Blair 372 service saddle CC	EA	Y	SMITH BLAIR	30	\$116.39	\$3,491.70
Tap Sdl 02"x01"	Tapping saddle w/ 1" cc outlet Size2	EA	Y	AY MCD.	1	\$23.38	\$23.38
Tap Sdl 02"x3/4"	Tapping saddle w/ 3/4" cc Size2	EA	Y	AY MCD.	1	\$23.39	\$23.39
Tap Sdl 03"x01"	Tapping saddle w/ 1" cc Size 3 brass	ea	Y	AY MCD.	1	\$30.89	\$30.89
Tap Sdl 03"x3/4"	Tapping saddle w/ 3/4" cc Size 4	EA	Y	AY MCD.	2	\$36.39	\$72.78
Tap Sdl 04"x01"	Tapping saddle w/ 1" cc for C900 Size4 & DIP	EA	Y	AY MCD.	1	\$39.67	\$39.67
Tap Sdl 04"x01"thinw	Tapping Saddle 04"x01" thinwall NOT C900	EA	Y	AY MCD.	2	\$36.34	\$72.68
Tap Sdl 04"x3/4"	Tapping Saddle 04"x3/4" C900	EA	Y	AY MCD.	10	\$39.67	\$396.70
Tap Sdl 06"x01"	Tapping saddle w/ 1" cc for C900	EA	Y	AY MCD.	10	\$54.20	\$542.00
Tap Sdl 06"x01"thinw	Tapping Saddle w/ 1"cc Thinwall	EA	Y	AY MCD.	2	\$54.20	\$108.40
Tap Sdl 06"x02"	Tapping Saddle w/ 2"cc for C900	EA	Y	AY MCD.	10	\$102.28	\$1,022.80
Tap Sdl 06"x3/4"	Tapping saddle w/ 3/4 cc Size6	EA	Y	AY MCD.	50	\$54.20	\$2,710.00
Tap Sdl 06"x3/4"cc T	Tapping Saddle w/ 3/4"cc Thinwall	EA	Y	AY MCD.	3	\$54.20	\$162.60
Tap Sdl 08"x01"	Tapping saddle w/ 1" cc for C900 Size8	EA	Y	AY MCD.	6	\$75.85	\$455.10
Tap Sdl 08"x02"	Tapping saddle w/02" cc for C900 Size 8	EA	Y	AY MCD.	30	\$116.87	\$3,506.10
Tap Sdl 08"x3/4"	Tapping saddle w/ 3/4" cc for C900 Size 8 BSWW 3895 8X3	EA	Y	AY MCD.	350	\$75.85	\$26,547.50
Tap Sdl 08"x3/4" Not C900	Tapping Saddle w 3/4" cc for Sch40/class 200	EA	Y	AY MCD.	5	\$74.54	\$372.70
Tap Sdl 12"x3/4"	Tapping saddle w 3/4" cc Size 12	EA	Y	AY MCD.	10	\$220.95	\$2,209.50
Tap Sdl 12"x3/4" IP	Tapping saddle w/ 3/4" size 12 IP	EA	Y	AY MCD.	2	\$220.82	\$441.64
Tee 06"x"06"x04"	6"x6"x4" Gasketed Tee	EA	Y		2	\$65.04	\$130.08
Tee 06"x06"x06"	6"x6"x6" Gasketed Tee	EA	Y		2	\$70.06	\$140.12
Tee 08"x08"x04"	8"x8"x4" Gasketed Tee	EA	Y		2	\$88.21	\$176.42
Tee 08"x08"x06"	8"x8"x6" Gasketed Tee	EA	Y		2	\$98.24	\$196.48
Tee 08"x08"x08"	8"x8"x8" Gasketed Tee	EA	Y		2	\$145.37	\$290.74
Tee 10"x10"x04"	10"x10"x4" Gasketed Tee	EA	Y		2	\$216.47	\$432.94
Tee 10"x10"x06"	10"x10"x6" Gasketed Tee	EA	Y		2	\$220.67	\$441.34
Tee 12"x12"x04"	12"x12"x4" Gasketed Tee	EA	Y		2	\$275.70	\$551.40
Tee 12"x12"x06"	12"x12"x6" Gasketed Tee	EA	Y		2	\$288.74	\$577.48
Valve Ang Ball 2"	BFA13-777wNL 2" Ang Ball Meter valve FIPxMF NL	EA	Y	AY MCD.	4	\$300.20	\$1,200.80
Valve Stem Ext 1'	Valve Stem Extension - 1'	EA	Y		10	\$51.01	\$510.10
Valve Stem Ext 2'	Valve Stem Extension - 2'	EA	Y		10	\$55.35	\$553.50
Valve Stem Ext 3'	Valve Stem Extension - 3'	EA	Y		10	\$59.69	\$596.90
Valve Stem Ext 4'	Valve Stem Extension - 4'	EA	Y		5	\$64.03	\$320.15
Valve Stem Ext 5'	Valve Stem Extension - 5'	EA	Y		5	\$68.37	\$341.85
Valve Stem Ext 6'	Valve Stem Extension - 6'	EA	Y		2	\$72.71	\$145.42
WB Lid 06" Mushroom	59L06W 6" Mushroom Lid	EA	Y		2	\$25.04	\$50.08

VB Lid 2194	2194 Valve Box Lid	EA	Y		100	\$12.59	\$1,259.00
VB Ring 2194	2194 Valve Box Ring	EA	Y		25	\$21.16	\$529.00
VB Ring 2195	2195 Valve Box Frame Only	EA	Y		75	\$26.29	\$1,971.75
VB Riser Rng 01"	VB Riser Rngs Size 1"	EA	Y		50	\$19.47	\$973.50
VB Riser Rng 02"	VB Riser Rngs Size 2"	EA	Y		50	\$25.40	\$1,270.00
VB Riser Rng 03"	VB Riser Rngs Size 3"	EA	Y		25	\$33.02	\$825.50
VB Riser Rng 04"	VB Riser Rngs Size 4"	EA	Y		25	\$37.25	\$931.25
VB Riser Rng 06"	VB Riser Rngs Size 6"	EA	Y		10	\$50.79	\$507.90
VB Screw Type Riser	69 Tyler Screw Type Adj Riser	EA	Y		2	\$63.48	\$126.96
VB Throat Riser	69-A CI Adj Slip Vlv Box Throat Riser	EA	Y		2	\$63.48	\$126.96
Vlv 01" Air Relief	01" ARI S-050 Water ARV	EA	Y		50	\$182.29	\$9,114.50
Vlv 01" Ball	1" SS Threaded Ball Valve	EA	Y		50	\$169.89	\$8,494.50
Vlv 02" Air Rel GA	2" GA Sewer Air/Vac Valve 60448	EA	Y		2	\$1,781.25	\$3,562.50
Vlv 02" Air Relief	2" ARI Sewer Air/Vac Valve	EA	Y		2	\$1,406.25	\$2,812.50
Vlv 02" Ball	2" SS Ball Valve	EA	Y		15	\$87.04	\$1,305.60
Vlv 02" MJxMJ	Valve, mj x mj Size2	EA	Y		1	\$436.91	\$436.91
Vlv 02" Thrd AFC	Valve, 2" AFC 2502SS Thrd RW GV OL	EA	Y		10	\$421.56	\$4,215.60
Vlv 03" Air Rel.	Val-Mat 49A.2 Air Release Valve	EA	Y		2	\$1,374.03	\$2,748.06
Vlv 03" Ball SS	3 SS Stainless Steel Ball Valve	EA	Y		5	\$249.11	\$1,245.55
Vlv 03" MJxMJ	3" MJ Valve	EA	Y		1	\$618.77	\$618.77
Vlv 04" Air Rel.	Val-Mat 49A.3 Air Release Valve	EA	Y		1	\$1,489.35	\$1,489.35
Vlv 04" Flg x Flg Wheel	04" valve flg x flg wheel	EA	Y		2	\$684.89	\$1,369.78
Vlv 04" MJ Wheel	04" MJ Wheel Valve	EA	Y		2	\$690.80	\$1,381.60
Vlv 04" MJ X Flg	4" Gate Valve MJ x Flange	EA	Y		2	\$659.51	\$1,319.02
Vlv 04" MJxMJ	Valve, gate mj x mj Size4	EA	Y		10	\$690.80	\$6,908.00
Vlv 06" MJxMJ	Valve, gate mj x mj Size 6 with accessories	EA	Y		10	\$881.51	\$8,815.10
Vlv 08" MJxMJ	Valve, gate mj x mj Size8	EA	Y		10	\$1,404.03	\$14,040.30
Vlv 1/2" Ball	Brass Treaded Ball Valve 1/2"	EA	Y		1	\$7.53	\$7.53
Vlv 10" MJxMJ	Valve, gate mj x mj Size 10	EA	Y		1	\$2,189.30	\$2,189.30
Vlv 12" AVK DI MJ GT	12" AVK #65 DI MJ GT Vlv	EA	Y		4	\$2,770.28	\$11,081.12
Vlv 12" Butterfly	Valve, butterfly Size12 mj	EA	Y		4	\$2,148.94	\$8,595.76
Vlv 12" Butterfly Flg	Valve, butterfly Size12 flg	EA	Y		1	\$2,148.94	\$2,148.94
Vlv 16" Butterfly MJxFlg	Valve, Butterfly Size16 mj x flg	EA	Y		1	\$4,392.55	\$4,392.55
Vlv 16" Butterfly MJxMJ	Valve, butterfly Size 16 mj	EA	Y		1	\$4,154.43	\$4,154.43
Vlv 16" Flow Control	Flow control valve (rplcmt for HS) Size16 - FACIL	EA	Y		1	\$6,229.76	\$6,229.76
Vlv 16" MJxMJ	Valve, gate mj x mj Size 16	EA	Y		1	\$9,286.21	\$9,286.21
Vlv 20" Butterfly MJxMJ	Valve , Butterfly Size 20 mj	EA	Y		1	\$6,312.28	\$6,312.28
Vlv 24" Butterfly MJxMJ	Valve, Butterfly Size 24 mj	EA	Y		1	\$8,775.53	\$8,775.53

Vlv 3/4" Air Relief	3/4" ARI S-050 Water Arv	EA	Y		5	\$170.00	\$850.00
Vlv 3/4" Ball SS	3/4" SS Ball Valve	EA	Y		25	\$26.80	\$670.00
Vlv Ball 01" Brass	1" Brass Ball Valve	EA	Y		10	\$10.17	\$101.70
Wye 04"x04"x04"	4x4x4 Wye	EA	Y		2	\$48.80	\$97.60
Wye 06"x06"x04"	6"x6"x4" Gasketed Wye	EA	Y		4	\$65.74	\$262.96
Wye 06"x06"x06"	6"x6"x6" Gasketed Wye	EA	Y		3	\$82.40	\$247.20
Wye 08"x08"x04"	8"x8"x4" Gasketed Wye	EA	Y		12	\$93.29	\$1,119.48
Wye 08"x08"x06"	8"x8"x6" Gasketed Wye	EA	Y		3	\$107.02	\$321.06
Wye 08"x08"x08"	8"x8"x8" Gasketed Wye	EA	Y		3	\$187.65	\$562.95
Wye 10"x10"x04"	10"x10"x4" Gasketed Wye	EA	Y		2	\$235.92	\$471.84
Wye 10"x10"x06"	10"x10"x6" Gasketed Wye	EA	Y		1	\$239.74	\$239.74
Wye 12"x12"x04"	12"x12"x4" Gasketed Wye	EA	Y		10	\$322.29	\$3,222.90
Wye 12"x12"x06"	12"x12"x6" Gasketed Wye	EA	Y		1	\$326.52	\$326.52
Wye 15"x15"x06"	15"x15"x6" Gasketed Wye	EA	Y		2	\$551.38	\$1,102.76
XSEAL SG-X -12	SEWER SEAL	EA	N	XSEAL	20	\$26.60	\$532.00
Yoke Bar 01"	Yoke Bar 1"	EA	Y	AY MCD.	15	\$24.50	\$367.50
Yoke Bar 3/4" Str	Yoke bar, straight .75 x 9"	EA	Y	AY MCD.	10	\$15.49	\$154.90
Yoke Bar 3/4"	Yoke Bar .75" BSWW 5/8X3/4 Iron Yoke	EA	Y	AY MCD.	350	\$13.60	\$4,760.00
Yoke Bar 5/8"	Yoke Bar for 5/8" x 5/8" meter	EA	Y	AY MCD.	6	\$12.99	\$77.94
Yoke L 01"	Yoke L 1" (bend with drain)	EA	Y	AY MCD.	20	\$46.87	\$937.40
Yoke L 3/4"	Yoke L .75" (Bend with drain)	EA	Y	AY MCD.	350	\$31.92	\$11,172.00
Yoke L 3/4" Comp	L92-23DNL 5/8x3/4 90 Mtrxcf w/ dr no lead	EA	Y	AY MCD.	30	\$29.30	\$879.00
TOTAL COST						\$1,056,262.82	

EXHIBIT B
SUBSTITUTION/EQUAL REQUEST FORM

~~~ INTENTIONALLY OMMITTED ~~~

**EXHIBIT C**

**LICENSE/DBE/WBE STATUS/SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE**

1. Provide copies of Professional Licenses/Certificates as required by the Specifications in Exhibit A
2. Has your firm been certified by any jurisdiction in Missouri as a minority or woman owned business enterprise?  
Yes \_\_\_\_ No ☒  
If yes, please provide details and documentation of the certification.
3. Has your firm been certified by the State of Missouri, pursuant to Section 34.074, RSMo, as a Missouri Service Disabled Veteran Business Enterprise? Yes \_\_\_\_ No ☒  
If yes, please provide documentation of the certification.

**EXHIBIT D**  
**REFERENCES**

Provide the following information for three clients for whom Bidder has provided Services of similar size and scope within the past 36 months. ***These references will be checked.*** Please ensure all information is accurate and current. Failure to provide three accurate and suitable references may result in disqualification.

1. Company: City of Independence  
Address: Accounting Division P.O. Box 1019  
City/State/Zip Code: Independence, MO 64051  
Contact: Richelieu Sese  
Telephone: 816-325-7000  
Email: RSESE@Indepmo.org
  
2. Company: City of Columbia  
Address: Finance/Accounts payable Div P.O. Box 7236  
City/State/Zip Code: Columbia, MO, 65205  
Contact: Brittany Coleman  
Telephone: 573-874-7376  
Email: brittany.coleman@como.gov
  
3. Company: City of Blue Springs  
Address: 903 W Main St  
City/State/Zip Code: Blue Springs, MO 64015  
Contact: Jeff Mock  
Telephone: 816-228-0110  
Email: Jmock@blue Springs gov.com

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**EXHIBIT E**

**Acknowledgement of Addenda received, if any**

# City of Independence

## AGENDA ITEM COVER SHEET

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**Agenda Title:**

Council action is requested to authorize the expenditure of \$120,000 with Brenntag Mid-South Inc. for the purchase of water and wastewater treatment chemicals by the Municipal Services Department.

**Recommendations:**

Council approval is requested.

**Background:**

Brenntag Mid-South, Inc. is the City's current supplier of Sodium Bisulfite and Anhydrous Ammonia.

Sodium Bisulfite is used at the Rock Creek Wastewater Treatment Facility as a disinfectant neutralizer. After the wastewater stream is disinfected using sodium hypochlorite, sodium bisulfite is added to neutralize the residual hypochlorite, which can be harmful to aquatic life if not removed. The FY 2026 Municipal Services budget includes \$50,000 for the purchase and use of this chemical.

Anhydrous Ammonia is used in combination with chlorine to disinfect drinking water at the Courtney Bend Water Treatment Plant. The FY 2026 Municipal Services budget includes \$70,000 for the purchase and use of this chemical.

The City procures these chemicals through a cooperative purchasing contract (#111) between Brenntag Mid-South and the Mid-America Regional Council (MARC). In accordance with Section 8.06.004, Paragraph 4 of the City Code, competitive bidding is not required when purchases are made through a cooperative contract established by a governmental purchasing entity or cooperative. The cooperative contracts utilized have been established in accordance with RSMo. 70.220 and consistent with generally accepted governmental purchasing practices.

Approval of this item shall also authorize change orders up to a maximum of ten percent of the approved amount for each order, provided sufficient appropriations are available.

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

The fiscal impact to the City is \$132,000, including contingencies. Funding for Sodium Bisulfite is included in the FY 2026 budget on page 175, from account number 0305220-5309 (Operating

Supplies). Funding for Anhydrous Ammonia is included on page 188, from account number 0404830-5314 (Inventory Purchases).

**Council Action:**

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

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**REVIEWERS**

Richard Kemple  
Melissa Cabrera  
Jeremy Cover  
Zachary Walker  
Susanne Holland

**ATTACHMENTS:**

1. COOP Contract - Brenntag - Bid 111 - 7-1-24 to 6-30-26 - EXEC 6-28-24



**YEARLY CONTRACT for CHEMICALS (WATER & WASTE WATER)  
MARC/KCRPC Bid NO. 111**

This CONTRACT, by and between Mid-America Regional Council/Kansas City Regional Purchasing Cooperative, hereinafter referred to as "MARC/KCRPC", and Brenntag Mid-South, Inc., hereinafter referred to as "Contractor" is effective this 1<sup>st</sup> day of July, 2024.

**WITNESSETH:**

WHEREAS MARC/KCRPC does hereby accept, with modifications, if any, the bid of Brenntag Mid-South, Inc. The bid document and submittal by Contractor is made a part of this contract. Awarded items are shown on the attached Appendix A pricing. Items not awarded have been deleted from the appendix.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

**1. SCOPE OF SERVICES**

Contractor shall provide awarded chemicals on an as-needed basis, for MARC/KCRPC Participants, as specified on attached price sheet. Contract pricing is available to Non-Participants.

All sales will be made in accordance with the prices, terms and conditions of the invitation to bid and any subsequent term contract. All sales to Participants or Non-Participants will be made on purchase orders issued by that jurisdiction. All receiving, inspection, payments and other procurement administration will be the responsibility of the ordering Participant or Non-Participant.

The Contractor shall furnish to MARC/KCRPC:

- a) Payment of the 1.5 percent Administrative Fee to MARC/KCRPC, based on gross sales for each quarter. All payments shall be made payable to: Mid-America Regional Council (bid number and sales quarter must be referenced on each payment.) Mail payment to Attn: Finance Department, MARC, 600 Broadway Suite 200, Kansas City MO 64105-1659.
- b) A composite report of all contract purchases for Participants and any Non-Participants, against any and all purchase orders issued against this contract. The report shall be compiled and submitted to the Program Coordinator by electronic mail. Copies of invoices may be submitted electronically, in lieu of a composite report.

**2. CONTRACT TIME**

The contract is effective from July 1, 2024 to June 30, 2026 with the option to renew in writing for three (3) one-year renewal periods.

**3. INVOICES**

Invoices for orders placed by Participants shall be prepared and submitted in triplicate to the Participant, unless otherwise specified by the Participant. All invoices shall contain the following information: contract number, purchase order number, catalog number; description, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should be addressed to the ordering Participant. Payment terms are Net 30.

**4. TERMINATION**

This contract may be terminated by either party upon sixty (60) calendar days prior notice in writing to the other party. The MARC/KCRPC and Participants may terminate this contract immediately, under breach of contract, if the Contractor fails to perform in accordance with the terms and conditions of this contract. In the event of any termination of contract by the Contractor that is not due to the breach of this Contract by, or other fault of, MARC/KCRPC or any Participant, the Participants may purchase such supplies and/or services similar to those so terminated, and for the duration of the contract period the Contractor will be liable for all costs in excess of the established contract pricing.



**5. CHANGES AND ADDITIONAL SERVICES**

The MARC/KCRPC may at any time, by written order, make changes or additions, within the general scope of this contract in or to specifications, instructions for work, methods of shipment or packing or place of delivery. If any such change causes an increase or decrease in the cost of or in the time required for performance of this contract or purchase order, the Contractor shall notify MARC/KCRPC in writing immediately and an appropriate equitable adjustment will be made in the price or time of performance, or both, by written modification of the contract. Any claim by the Contractor for such adjustment must be asserted within 30 days, or such other period as may be agreed upon in writing by the parties, after the Contractor's receipt of notice of the change. Nothing herein contained shall excuse the Contractor from proceeding with the contract as changed.

**6. CONFLICTS OF INTEREST**

The Contractor, by acceptance of any purchase order resulting from this bid, certifies that to the best of their knowledge or belief, no elected or appointed official of any Participant is financially interested, directly or indirectly, in the purchase of the goods or services specified on this order.

**7. COMPLIANT WITH APPLICABLE LAWS**

The Contractor warrants it has complied with all applicable laws, rules and ordinances of the United States, or any applicable state, municipality or any other Governmental authority or agency in the manufacture or sale of the items covered by this order, including but not limited to, all provisions of the Fair Labor Standards Act of 1938, as amended.

**8. NOTICES**

Any notice to any Contractor from MARC/KCRPC relative to any part of this contract will be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail, to the said Contractor at his last given address or delivered in person to said Contractor or his authorized representative.

IN WITNESS WHEREOF, the parties hereto have signed this CONTRACT:

By: 

David Warm  
Executive Director  
Mid-America Regional Council  
600 Broadway Suite 200  
Kansas City, Mo., 64105-1659

By: 

~~Sara Terry~~ Ray Sibbitt  
Director Mini Bulk and  
Municipal Development  
Brenntag Mid-South, Inc. 5200  
Stillwell Road  
Kansas City, Mo., 64120  
P. 828-729-7557  
Email: bms-bids@brenntag.com

6/20/2024

6/27/2024

Date:

Date:

Distribution: Contractor  
MARC/KCRPC Program Coordinator  
MARC file  
Public contract database

Staff Contact: Rita Parker, KCRPC Program Coordinator [rita.parker@kcrpc.com](mailto:rita.parker@kcrpc.com)

Attachment: Bid submittal and pricing

**MEMORANDUM****TO: To Whom It May Concern****FROM: JT Hill, Chad Massie****DATE: March 11, 2024****SUBJECT: Authority to Sign**

This is to advise that Ray Sibbitt, in his capacity as Director of Mini Bulk/Municipal Developer, has authority to sign Bid Documents on behalf of Brenntag Mid-South, Inc.

  
\_\_\_\_\_  
John T. Hill, President  
Brenntag Essentials Mid-South  
\_\_\_\_\_  
Chad A. Massie, President  
Brenntag Essentials Mid-South

Seal

Seal

State of Kentucky  
County of Henderson

Subscribed and sworn to before me by John T. Hill, personally known to me, on this the 26 day of March, 2024.

  
\_\_\_\_\_

Sandra L. Littrell, Notary Public

My Commission Expires: 1/22/26

**Brenntag Mid-South, Inc.**  
1405 Highway 136 West (42420)  
PO Box 20  
Henderson, KY 42419-0020

| MARC/KCRPC BID 111          |                                                                                                                                                                                                 | <br>Kansas City Regional Purchasing Cooperative |                                                                                                         |                    |          | BRENNTAG MID-SOUTH |              |                                                                         |                     |
|-----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|--------------------|----------|--------------------|--------------|-------------------------------------------------------------------------|---------------------|
| Effective 7/1/24 to 6/30/26 |                                                                                                                                                                                                 |                                                                                                                                  |                                                                                                         |                    |          |                    |              |                                                                         |                     |
| Item #                      | Description                                                                                                                                                                                     | Agency                                                                                                                           | Department                                                                                              | Unit of Measure    | Est. Qty | Unit Price:        | Total Price: | MOQ                                                                     | Percentage Bidding: |
| 1                           | ALUMINUM SULFATE (Alum) 45 - 55% solution. .                                                                                                                                                    | JOCO                                                                                                                             | JOCO New Century Airport WWTP - takes approximately 1,600 gallons per delivery (18,000 LB per delivery) | GALLONS (bulk)     | 10,000   | \$ 2.65            | \$26,500.00  |                                                                         | 50%                 |
| 3                           | CAUSTIC SODA, 25% Solution                                                                                                                                                                      | JOCO                                                                                                                             | JOCO Tomahawk                                                                                           | GALLONS (bulk)     | 10,000   | \$ 1.49            | \$14,900.00  |                                                                         | 20%                 |
| 11                          | SODIUM BISULFITE 35-45% Solution                                                                                                                                                                | JOCO                                                                                                                             | JOCO Tomahawk, Middle Basin, Blue River, Nelson                                                         | TOTES (330 Gal)    | 30       | \$ 852.45          | \$25,573.50  |                                                                         | 40%                 |
| 13                          | SODIUM HYDROXIDE, 50% Membrane NSF, Bulk                                                                                                                                                        | JOCO                                                                                                                             | JOCO Middle Basin                                                                                       | LBS                | 25,000   | \$ 0.2240          | \$5,600.00   | 20,000 LBS                                                              |                     |
| 16                          | UREA AMMONIUM NITRATE (UAN), 100% Solution                                                                                                                                                      | JOCO                                                                                                                             | JOCO New Century WWTP (3,000 gallons delivery)                                                          | GALLONS (bulk)     | 10,000   | \$ 4.20            | \$42,000.00  |                                                                         | 32%                 |
| 17                          | ANHYDROUS AMMONIA, 150 lb. cylinders meeting ANSI/AWWA B305-15. Contractor shall fill cylinders and re-pack or replace stems on cylinders. Deliver to the Water Department Courtney Bend Plant. | INDEP                                                                                                                            | INDEP Water Dept.                                                                                       | CYLINDERS (150 LB) | 240      | \$ 212.50          | \$51,000.00  |                                                                         |                     |
| 18                          | CALCIUM HYPOCHLORITE INDUCLOR, 100-lb. fiber drum, granular, 65% available chlorine. Must                                                                                                       | INDEP                                                                                                                            | INDEP Water & Pollution Control                                                                         | DRUMS (100 LB)     | 14       | \$ 239.00          | \$3,346.00   |                                                                         |                     |
| 19                          | CAUSTIC SODA Beads, 500-lb in 55-gallon drum                                                                                                                                                    | INDEP                                                                                                                            | INDEP Water & Pollution Control                                                                         | DRUMS (55 gal)     | 6        | \$ 555.40          | \$3,332.40   |                                                                         |                     |
| 22                          | LIQUID CAUSTIC SODA, 50% rayon grade.                                                                                                                                                           | INDEP                                                                                                                            | INDEP Water & Pollution Control (Bi-annual ordering)                                                    | DRUMS (680 LB)     | 3        | \$ 221.39          | \$664.17     |                                                                         |                     |
| 23                          | SODIUM BISULFITE (NaHSO3), Bulk liquid, 38% - 40% as NaHSO3, by weight. Each shipment to be assayed with assay results delivered with shipment. *Requires minimum 1,000 gallon delivery.        | INDEP                                                                                                                            | INDEP Water & Pollution Control                                                                         | GALLONS (bulk)     | 64,000   | \$ 2.25            | \$144,275.20 | FTL - \$2.2543 GAL,<br>\$0.2020 LB<br>LTL - \$2.8458 GAL<br>\$0.2550 LB | 40%                 |
| 25                          | SODIUM HYPOCHLORITE Solution 10% grade. Must meet ANSI/NSF standard #60 for drinking water                                                                                                      | INDEP                                                                                                                            | INDEP Water Dept.                                                                                       | DRUMS (55 gal)     | 16       | \$ 164.70          | \$2,635.20   |                                                                         |                     |
| ADJUSTED TOTAL:             |                                                                                                                                                                                                 |                                                                                                                                  |                                                                                                         |                    |          |                    | \$319,826.47 |                                                                         |                     |

|                                                   |                     |
|---------------------------------------------------|---------------------|
| Payment terms / Discount offered-early payment?   | Net 30, no discount |
| Government procurement cards accepted?            | Yes                 |
| Processing charges added for p-cards?             | No                  |
| Offer off-shelf discounts?                        | No                  |
| Addendum 1 Acknowledged                           | Yes                 |
| Addendum 2 Acknowledged                           | Yes                 |
| Appendix A – Pricing List (with Excel attachment) | Yes                 |
| Appendix B – Cooperative Purchasing               | Yes - Agreed        |
| Appendix C – Ordering, Remittance Contacts        | Yes                 |
| Appendix D – Bidder Warranties                    | Yes                 |
| Appendix E – Authorization-Collusion Affidavit    | Yes                 |
| Appendix F – Missouri Service-Disabled Veteran    | Yes, N/A            |
| Appendix G – Missouri Products Preference         | Yes                 |



**KANSAS CITY REGIONAL PURCHASING COOPERATIVE**

A Partnership of:  
Mo-Kan Council of Public PProcurement  
and  
Mid-America Regional Council  
and  
Local Governments  
Acting as the lead agency, offers the following

**INVITATION FOR BID**

The Kansas City Regional Purchasing Cooperative (MARC/KCRPC) will accept separate sealed bids from qualified persons or firms interested in providing the following, in accordance with the attached specifications:

**YEARLY CONTRACT FOR WATER & WASTE WATER CHEMICALS**

**BID NO. 111**

**Issued Mar. 15, 2024**

|                           |                                                                                                                                                                     |
|---------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| BIDS MUST BE RECEIVED BY: | 4/5/24 1:00 p.m. Local Time (Late bids will not be accepted for any reason)                                                                                         |
| BIDS WILL BE OPENED AT:   | 4/5/24 1:00 p.m. Local Time,                                                                                                                                        |
| RETURN BIDS TO:           | Program Coordinator by electronic mail only – <a href="mailto:rita.parker@kcrpc.com">rita.parker@kcrpc.com</a>                                                      |
| SUBJECT LINE:             | Bid 111 - Opens 4/5/24 – Bidder/Company Name                                                                                                                        |
| CLARIFICATIONS:           | Requests for clarification will not be accepted after 3:00 p.m. on 3/25/24<br>Submit in writing to <a href="mailto:rita.parker@kcrpc.com">rita.parker@kcrpc.com</a> |
| NOTICE OF AWARD:          | Expect to announce by 4/30/24                                                                                                                                       |
| CONTRACT PERIOD:          | July 1, 2024 to June 30, 2026 (with option to renew for three (3) additional one-year periods and subject to adjustment based on award date)                        |

MARC/KCRPC and Participants reserve the right to reject any, and all, bids, to waive technical defects in bids, and to select the bid(s) deemed most advantageous to the entities.

If Bidders receive this bid document from sources other than direct mailing or at DemandStar.com, you must contact the Program Coordinator to be added to the distribution list for any addendums, clarifications, or other bid notices.

It is the responsibility of each Bidder, before submitting a bid, to examine the documents thoroughly, and request written interpretation or clarifications after discovering any conflicts, ambiguities, errors, or omissions in the bidding documents.

Open Records Act and Proprietary Information - The Mid-America Regional Council (MARC) is a public organization and is subject to the Missouri Open Records Act (Chapter 610, RSMo). All records obtained or retained by MARC are considered public records and are open to the public or media upon request unless those records are specifically protected from disclosure by law or exempted under the Missouri Sunshine Law. All contents of a response to a Request for Bids, Qualifications, Proposals, or information issued by MARC are considered public records and subject to public release following decisions by MARC regarding the bid request. If a proposer has information that it considers proprietary, a bidder shall identify documents or portions of documents it considers containing descriptions of scientific and technological innovations in which it has a proprietary interest, or other information that is protected from public disclosure by law, which is contained in a Proposal. After either a contract is executed pursuant to the Request for Bids, RFQ or RFP, or all submittals are rejected, if a request is made to inspect information submitted and if documents are identified as "Proprietary Information" as provided above under Missouri Sunshine Law, MARC will notify the proposer of the request for access, and it shall be the burden of the proposer to establish that those documents are exempt from disclosure under the law."

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## **LEGAL ADVERTISEMENT**

MARC/KCRPC is seeking bids for water and waste water chemicals on behalf of participating agencies. Bid #111 due by 4/5/24 1PM CST. Documents are available at [www.marc.org](http://www.marc.org) or [www.demandstar.com](http://www.demandstar.com) or contact [rita.parker@kcrpc.com](mailto:rita.parker@kcrpc.com).

|            |                                                    |         |
|------------|----------------------------------------------------|---------|
| Published: | Kansas City Star                                   | 3/15/24 |
|            | The Call                                           | 3/15/24 |
|            | Kansas City Hispanic News                          | 3/14/24 |
|            | <a href="http://www.marc.org">www.marc.org</a>     | 3/15/24 |
|            | <a href="http://demandstar.com">demandstar.com</a> | 3/15/24 |

SCOPE: MARC/KCRPC will accept bids from qualified persons or firms interested in providing various water and waste water chemicals, as a yearly contract for area participating governmental entities (Participants) in the Greater Metropolitan area in Kansas and/or Missouri. Estimated quantities specified herein, and are based on annual usage, and will be for evaluation purposes only. No guarantee is made regarding specific quantities to be ordered under this contract. The contract will initially be for a two-year period, with the option to renew for three (3) additional one-year periods. The contract includes an "escalation/de-escalation clause" appropriate for the chemical industry. The quoted pricing shall be firm for first six (6) month period, based on F.O.B. destination, inside delivery and inclusion of the Administrative Fee. No fuel surcharges shall be allowed. Quoted pricing shall be based on "best available" pricing for this region.

Section 5.0, Excel pricing sheet and appendices MUST be completed and submitted by electronic mail to the Program Coordinator by date and time stated on cover page, including any addendums. The pricing sheet must be provided in Excel format and Section 5.0 provided in PDF format.

## **SECTION 1.0     INTRODUCTION**

- 1.1     DEFINITIONS - Definitions of all relevant terms and entities are provided below. Defined terms or entities used in this Invitation for Bid start with a capital letter.
- 1.1.1     "MARC/KCRPC" refers to Kansas City Regional Purchasing Cooperative, a purchasing cooperative partnership of the MOKANCPP and MARC, and their members, and MARC/KCRPC is responsible for assembling and administering this Invitation for Bid and representing the Participants in the bid process.
  - 1.1.2     "Participants" or "Participating Members" refers to local government entities that are participating in the Invitation for Bid.
  - 1.1.3     "Non-Participant" means a Municipality, County, State, Governmental Public Utility, Non-Profit Hospital, Educational Institution, Special Governmental Agency, or Non-Profit corporation performing governmental functions, and located within the Greater Kansas City Metropolitan Trade Area, but that is not a listed Participant.
  - 1.1.4     "MoKanCPP" refers to the MoKan Council of Public Procurement.
  - 1.1.5     "MARC" refers to the Mid-America Regional Council
  - 1.1.6     "Program Coordinator" refers to the authorized representative of KCRPC designated to handle bid solicitation and award and modification of the contract.
  - 1.1.7     "Administrative Contracting Officer" refers to the authorized representative of each of the Participants authorized to issue purchase orders, receive required documentation, inspect, and receive goods, make payments, and handle disputes involving shipments to the jurisdiction.
  - 1.1.8     "Bidder" refers to any corporation, company, partnership, firm, or individual that responds to the Invitation for Bid.
  - 1.1.9     "Contractor" shall refer to the corporation, company, partnership, firm, or individual, named and designated in the contract agreement to perform the work or provide the materials covered thereby, and its duly authorized agents or other legal representatives.
  - 1.1.10     "Administrative Fee" refers to the one and one-half percent fee to be paid quarterly by the vendor, to MARC/KCRPC, based on gross sales to Participants under the contract. The Administrative fee shall be built into quoted pricing.
  - 1.1.11     The "specifications" include Section 4 and Appendix A.
  - 1.1.12     A "subcontractor" is a person, firm or corporation supplying labor or materials, or only labor for work at the site of the project for, and under separate contract or agreement with the contractor.
  - 1.1.13     The term "sample" as used herein includes natural materials, fabricated items, equipment, devices, appliances, or parts thereof as called for in the specifications and any other samples as may be required by the Program Coordinator to determine whether the kind, quality, construction, workmanship, finish, color and other characteristics of the materials, etc., proposed by the Contractor conform to the requirements of the contract documents. Samples approved by the Program Coordinator and Participants shall establish the kind, quality, and other required characteristics, and all work shall be in accordance with the approved samples. Samples, when requested, shall be supplied at no cost to the MARC/KCRPC or Participants.
  - 1.1.14     The term "estimated" represents quantities estimated for the period of time stated. Purchase orders shall be placed for actual requirements as needed.
  - 1.1.15     The term "minimum" means the Participants will order this quantity of supplies during the period of this contract at the price bid.

## 1.2 KANSAS CITY REGIONAL PURCHASING COOPERATIVE

The Mid-America Regional Council (MARC, Federal ID# 43-0976432), the regional council of governments and metropolitan planning organization, serving a nine-county region, and MoKan Council of Public Procurement (MoKanCPP), a regional organization of public sector purchasing professionals and a local chapter of The Institute of Governmental Procurement (NIGP), initiated the Kansas City Regional Purchasing Cooperative to enhance the current cooperative purchasing efforts in the region.

The Kansas City Regional Purchasing Cooperative (KCRPC) is a partnership between MARC, MoKanCPP, and local governments. The intent of the KCRPC is to increase the amount and effectiveness of local government cooperative purchasing in the metropolitan area and in the process, reduction of costs of goods and services by obtaining more responsive prices.

The Manager's Roundtable, a committee of city and county managers, provides general guidance and support toward the effort. The KCRPC established a standing Advisory Committee comprised of public sector purchasing professionals in the Kansas City metropolitan area. The MARC Board of Directors consists of 30 locally elected leaders representing the nine counties and 119 cities in the bi-state metropolitan Kansas City region.

MARC provided initial support for the first 2 years of the program. It is the intent of the initiative to ensure that KCRPC will remain self-supporting by charging a one and one-half percent Administrative Fee, based on gross sales on each contract, which is consistent with other national cooperative purchasing program administrative fees. **Bidders shall include the Administrative Fee in their unit bid pricing.**

The KCRPC is not a legal entity, but rather a program of MARC. All future references for KCRPC will be shown as MARC/KCRPC since MARC will be the legal entity coordinating and managing the bid/procurement activities.

## 1.3 PARTICIPANTS

This is a joint bid for a term supply and service contract for the below Participants. Additional Participants may be added under addendums, or by a contract modification with mutual agreement if the bidder allows for cooperative purchasing.

- 1 Johnson County, Kansas
- 2 City of Independence, Missouri

\*\*\*End of Section 1.0\*\*\*

## SECTION 2.0 SPECIFIC REQUIREMENTS

- 2.1 PREPARATION OF BIDS.
  - 2.1.2 Bidders are expected to examine any specifications, schedules, and instructions. Failure to do so will be at the bidder's risk.
  - 2.1.3 Each bidder shall furnish the information required by the invitation. The bidder shall sign the invitation and print or type his or her name on each bid sheet thereof on which he or she makes an entry. The person signing the offer must make initial erasures or other changes. Bids signed by an agent are to be accompanied by evidence of his or her authority unless such evidence has been previously furnished.
  - 2.1.4 The unit price for each unit bid shall be shown and such price shall include packing unless otherwise specified. A total shall be entered in the total column for each item bid. In case of discrepancy between a unit price and extended price, the unit price will prevail.
  - 2.1.5 Alternate bids for supplies or services other than those specified will not be considered unless authorized by the invitation per section 4.0 Specifications.
  - 2.1.6 The bidder must state a definite time for delivery of supplies or services unless otherwise specified in the invitation.
  - 2.1.7 Time, if stated as a number of days, will include Saturdays, Sundays, and holidays.
  - 2.1.8 If the item has a trade name, brand and/or catalog number, such must be stated in the bid.
  - 2.1.9 The prices quoted are to be firm and final.
  - 2.1.10 In submitting bids, the bidder agrees that the Program Coordinator shall have 90 calendar days in which to accept or reject any of the bids submitted unless otherwise specified on the bid page.
- 2.2 CONTRACT PERIOD
  - 2.2.1 This invitation to bid is for a yearly contract for a two-year initial contract period, with the option to renew for three (3) additional one-year renewal periods.
  - 2.2.2 The contract includes an escalation/de-escalation clause appropriate to the chemical industry, as described in paragraph 2.17 Escalation/De-Escalation Clause. Pricing will be guaranteed **for six (6) months** thereafter on a quarterly basis, per the requirements of paragraph 2.17.
  - 2.2.3 The option to renew shall be at the discretion of the MARC/KCRPC and the Participants. MARC/KCRPC reserves the right to terminate the current contract without cause and solicit new bids. The Program Coordinator shall notify the Contractor in writing, of the intent to exercise the renewal option. However, failure to notify the Contractor does not waive MARC/KCRPC's right to exercise the renewal option. The Contractor shall be required to submit documentation to the Program Coordinator from the manufacturer or distributor, as proof of any requested price increase. Under no circumstances shall an increase be granted that is greater than the Federal Consumer Price Index (C.P.I.) and Producer Price Index (PPI) for the Kansas City area, without the approval of the Program Coordinator and the Participants.
- 2.3 SUBMISSION & ACCEPTANCE OF BIDS
  - 2.3.1 Failure to follow these procedures is cause for rejection of bid.
  - 2.3.2 **Section 5.0, Excel pricing sheet and appendices MUST be completed and submitted electronically by e-mail to Program Coordinator by date and time stated on cover page, including any addendums. The Appendix A pricing sheet must be provided in Excel format, and remaining Section 5.0 and appendices in PDF format.** Bidders shall retain a copy of their records. Bidders must confirm receipt of submittal with Program Coordinator, documents were received prior to bid date and time in the event spam programs block submissions.
  - 2.3.3 Telegraphic or faxed bids may not be considered unless authorized by the invitation.
  - 2.3.4 A bid that is in the possession of the Program Coordinator may be altered by telegram or letter bearing the signature of the person authorized for bidding, provided it is received prior to the time and date of opening. Telephone or verbal alterations of a bid will not be accepted.
  - 2.3.5 A bid that is in the possession of the Program Coordinator may be withdrawn by the bidder up to the time of the bid opening. All requests for bids to be withdrawn must be made in writing by telegram or letter bearing the signature of the person authorized for bidding, provided it is received prior to the time and date of opening. Bids may not be withdrawn after the bid opening.
  - 2.3.6 Samples of items, when required, must be submitted within the time specified unless otherwise specified in the Information for Bidders and at no expense to the Program Coordinator or any Participant. If not consumed by testing, samples will be returned at bidder's request and expense, unless otherwise specified by the invitation.
  - 2.3.7 Bids having any erasures or corrections must be initialed by the bidder in ink. Bids shall be signed in ink. All bid amounts shall be typewritten or filled in with ink.



- 2.4 EXPLANATION TO BIDDERS (CLARIFICATIONS)  
Any explanation desired by a bidder regarding the meaning or interpretation of the invitation, any drawings, specifications, etc., must be requested in writing no less than seven calendar days before the deadline for submission of bids. An oral explanation or instruction given before the award of the contract will not be binding. Any information given to a prospective bidder concerning an invitation will be furnished to all prospective bidders as an addendum to the invitation if such information is necessary to bidders in submitting bids on the invitation or if the lack of such information would be prejudicial to uninformed bidders.
- 2.5 ACKNOWLEDGMENT OF ADDENDUM TO INVITATION  
Receipt of an addendum to an invitation by a bidder must be acknowledged by signing and returning the addendum. Such acknowledgment must be received prior to the hour and date specified for receipt of bids or returned with the bid and received prior to closing time and date.
- 2.6 LATE BIDS & MODIFICATIONS  
It is the responsibility of the bidder to deliver his bid or bid modifications on or before the date and time of the bid receipt deadline. Bids will NOT be accepted after the date and time of closing under any circumstances.
- 2.7 DISCOUNTS & BID EVALUATION  
Discounts offered for prompt (early) payment will be considered in the bid evaluation. Prompt payments shall be defined as payment made with check or government procurement card (i.e. Visa, Mastercard, etc.).
- 2.8 TAX-EXEMPT  
It is expected that each Participant will be exempt from payment of the Missouri or Kansas Sales Tax in accordance with Section 39 (10), Article 3, of the Missouri Constitution and Section 79-3606 (b) of the Kansas Statutes and will be exempt from payment of Federal Excise Taxes in accordance with Title 26, United States Code annotated. The Contractor is responsible for obtaining verification of exemption from payment of taxes from each Participant, and from any Non-Participant, and is responsible to bill taxes if required.
- 2.9 MATERIAL AVAILABILITY  
**Bidders must accept responsibility for verification of material availability, production schedules and other pertinent data prior to submission of bid and delivery time. It is the responsibility of the bidder to notify the Program Coordinator immediately if materials specified are discontinued, replaced, or not available for an extended period of time, Acceptance of such materials that at discretion of MARC/KCRPC and Participants and must be notified and approved in advance of discontinuation, replacement, or non-availability.**
- 2.10 ALTERNATE BIDS  
Bidders must submit complete specifications on all alternate bids. Alternate bids without complete specifications may be rejected. Alternate bids and exceptions may be rejected. Alternate bids and exceptions to bid clauses must be clearly noted on the bid form. Unless otherwise indicated, it will be assumed that the article proposed is exactly as specified.
- 2.11 QUALIFICATIONS OF BIDDERS  
2.11.1 The Program Coordinator may make such investigations as are deemed necessary to determine the ability of the bidder to perform the work and the bidder shall furnish all such information and data for this purpose as the Program Coordinator may request. The Program Coordinator and Participants reserve the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Program Coordinator and Participants that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.  
2.11.2 Only those bids will be considered which are submitted by bidders who submit references with their bid and showing satisfactory completion of work of type and size comparable to the work required by these contract documents.
- 2.12 BID OPENING PROCESS – Not Applicable – Electronic submittal only

- 2.13 REQUEST FOR BID TABULATIONS  
Requests for bid tabulations must be submitted in writing to the Program Coordinator, either by electronic mail. Bid tabulations will be available for distribution the next business day following the bid opening and posted on [www.marc.org/kcrpc/](http://www.marc.org/kcrpc/) and [www.demandstar.com](http://www.demandstar.com).
- 2.14 SAMPLES - MANUFACTURER'S SPECIFICATION SHEETS – LITERATURE – CERTIFICATIONS – DO NOT SUBMIT WITH BID  
**Bidders will be notified by the Program Coordinator to provide documents within five business days of request.**
- 2.14.1 Bidders must submit manufacturer's specification sheets, including material safety data sheets (MSD sheets), for each brand being bid to be considered for award. Failure to submit MSD sheets will result in rejection of your bid. It is mandatory for a manufacturer, supplier, or distributor to supply an MSD Sheet as required by 29CFR 1910.1200 with the first shipment of hazardous material. At any time, the content of an MSD Sheet is revised, the supplier is also required to provide new information relevant to the specific material.
- 2.14.2 Samples may be requested and examined as a part of the bid evaluation. Any requested samples shall be provided by the Bidder within five (5) business days from the requested date. Samples shall be returned to the Bidder by the Participants, upon request and the Bidder shall make the arrangements for return of the samples, at Bidder's expense.
- 2.14.3 Bidders must submit descriptive literature and supporting documentation for the chemicals bid. Any literature or supporting documents must be cross-referenced to the line-item number from pricing sheet.
- 2.14.4 Certifications: All chemicals, with the exception of ammonia, shall be listed by the National Sanitation Foundation (NSF) or Underwriters Laboratories (UL). Ammonia shall meet the National Research Council Codex for Ammonium Hydroxide. For bidders quoting on Sodium Hypochlorite, the solution must be approved and registered with Environmental Protection Agency (EPA) for use in potable water systems and shall be manufactured in the United States. Bidders must provide a copy of their current EPA registration. See Section 4.0 and Section 5.0 pricing list for further required certifications on other chemicals.
- 2.14.5 Bidders must submit a detailed specification, typical analysis, material certification and MSD sheets for each item bid, and cross-referenced to the line item shown in Section 5.0 Pricing.
- 2.14.6 Bidders must submit an affidavit of the product(s) being bid, complies with the latest applicable requirements of the AWWA standard specified. Failure to submit this information may result in rejection of bid.
- 2.15 QUANTITIES  
Quantities listed herein are only yearly estimates and do not obligate any of the Participants to purchase listed quantities. Purchase orders will be issued by each Participant, on an as needed basis. Participants assume no obligation for articles or materials shipped in excess of the quantity ordered. Any unauthorized quantity is subject to Participant's rejection and return at Contractor's expense.
- 2.16 TRANSPORTATION CHARGES  
All terms of delivery or conditions of this order are F.O.B. destination and inside delivery, and the Contractor shall pay all transportation charges. No fuel surcharges will be allowed. *Delivery drivers will not be responsible for transporting the product inside the facilities. Historically, the products are delivered next to a building or a dock.*
- 2.17 ESCALATION/DE-ESCALATION CLAUSE  
In regard to the prices quoted by the Contractor, the Contractor may, on a quarterly basis, **with 30 days notice**, request an increase to quoted prices only when the increase applies to the General Public, is stated officially in writing to the Program Coordinator, and does not exceed the suggested list prices as stated officially by the manufacturer. No requests for increases will be allowed during the initial six-month period of the contract.
- 2.17.1 The Program Coordinator shall distribute the price increase request to the Participants for review.
- 2.17.2 A price increase shall not take effect until the Contractor has verified these conditions in writing to the reasonable satisfaction of the Program Coordinator and the Participants. The Program Coordinator reserves the right to terminate the Contract rather than accept the price increase and to rebid the Contract.
- 2.17.3 Additionally, it is expected of the Contractor to advise the Program Coordinator of any decreases in pricing, as issued by the manufacturers, and to pass on any price decreases to the Participants of the contract.
- 2.17.4 Under no circumstances shall an increase be granted that is greater than the Federal Consumer Price Index (C.P.I.) and Producer Price Index (PPI) for the Kansas City area, without the approval of the Program Coordinator and the Participants.
- 2.18 OCCUPATIONAL/BUSINESS LICENSE TAX REQUIREMENTS  
Bidders must comply with all special requirements of the participating entities including any Occupational or Business License requirements. It is the bidder's responsibility to investigate and obtain any such requirements.

2.19 FORMS

Contractors and subcontractors participating in this contract shall fill out all appropriate forms as requested by Participants and any Non-Participants, including W-9's and the forms referenced in Section 2.22, in a timely manner, prior to issuance of Purchase Orders.

2.20 COMPLIANT WITH APPLICABLE LAWS

The Contractor warrants it has complied with all applicable laws, rules and ordinances of the United States, or any applicable state, municipality or any other Governmental authority or agency in the manufacture or sale of the items covered by this order, including but not limited to, all provisions of the Fair Labor Standards Act of 1938, as amended.

2.21 ANTI-TRUST

Submission of a bid constitutes an assignment by the Bidder of any and all anti-trust claims that Bidder may have under the Federal and/or State laws resulting from any contract associated with this bid.

2.22 EQUAL OPPORTUNITY CLAUSE

2.22.1 In connection with the furnishing of supplies or performance of work under this contract, the Contractor agrees to comply with the Fair Labor Standards Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable Federal and State Laws, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.

2.22.2 The bidder's attention is directed to all federal, state and Participants' laws, ordinances, and procedures requiring equal employment opportunity which, among other things, require that the contractor agree not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, or sex. All bidders shall complete any reporting forms and certifications of any Participant with regards to their equal employment practices.

2.22.3 The bidders will be required to comply with all individual equal opportunity requirements, as delineated below, of each Participant if they plan to do business with that Participant under any agreement that results from this Invitation for Bid. If a bidder plans not to comply with any of the individual requirements of Participants as indicated below, they should so indicate in their response to this Invitation to Bid by marking "no offer" on Section 5.0.

Johnson County, Kansas

NON-DISCRIMINATION IN EMPLOYMENT - In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, disability, or age. If discrimination by a contractor is found to exist, the Office of Financial Management, Purchasing Division, shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract and/or removal from bidder's lists issued by the division until corrective action by the contract is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

AMERICANS WITH DISABILITIES ACT - In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

2.23 REGULATIONS PURSUANT TO SO-CALLED 'ANTI-KICKBACK ACT'

The Contractor shall comply with the applicable regulations of the Secretary of Labor, United States Department of Labor, made pursuant to the so-called "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 862; Title 18 U.S.C., Section 874 and Title 40 U.S.C.; Section 276c) and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in sub-contracts to insure compliance therewith by all sub-contractors subject thereto, and shall be responsible for the submission of statements required of sub-contractors thereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirements thereof.

2.24 PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract will be deemed to be inserted herein and the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract will forthwith be physically amended to make such insertion or correction.

- 2.25 UNIFORM COMMERCIAL CODE  
This contract is subject to the Uniform Commercial Code and shall be deemed to contain all the provisions required by said Code that apply to said Contract.
- 2.26 CONFLICT OF INTEREST  
The Contractor, by acceptance of any purchase order resulting from this bid, certifies that to the best of their knowledge or belief, no elected or appointed official of any Participant is financially interested, directly or indirectly, in the purchase of the goods or services specified on this order.
- 2.27 INDEMNIFICATION AND INSURANCE  
The Contractor agrees to carry liability and workmen's compensation insurance, satisfactory to the Participants, and hold harmless and indemnify MARC/KCRPC and Participants against all liability, loss and damage arising out of any injuries to persons and property caused by Contractor, his sub-contractors, employees, or agents. A Certificate of Insurance shall be provided with the following coverage:
- 2.27.1 Comprehensive General Liability with minimum limit of \$1,000,000 combined single limit for bodily injury and property damage, per occurrence. Minimum \$2,000,000 aggregate.
  - 2.27.2 Comprehensive Automobile Liability with minimum limit of \$1,000,000 combined single limit. MCS-90 endorsement (for hazardous materials only) to meet financial responsibility requirements of Section 29 and 30 of the Motor Carrier Act of 1980. No pollution exclusion clause.
  - 2.27.3 Workers Compensation with minimum statutory requirements.
  - 2.27.4 Employers' Liability with minimum of \$500,000 each employee, \$500,000 each accident and \$500,000 policy limit.
  - 2.27.5 Cancellation notification within thirty (30) days. MARC and Participants to be named as additional insured on certificate.
  - 2.27.6 Certificate holder shall be shown as: MARC/KCRPC, 600 Broadway Suite 200, Kansas City, Missouri 64105.
- 2.28 SUB-CONTRACTS
- 2.28.1 The Contractor shall not make an agreement with any sub-contractor to perform any work until he has written to the Program Coordinator to determine any disapproval of the use of such sub-contractor.
  - 2.28.2 The Contractor shall be fully responsible to the MARC/KCRPC and Participants for the acts and omissions of his sub-contractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
  - 2.28.3 The Contractor shall cause appropriate provisions to be inserted in all sub-contracts relative to the work to require compliance by each sub-contractor with the applicable provisions of the contract.
  - 2.28.4 Nothing contained in the Conditions shall create any contractual relationship between any subcontractor and MARC/KCRPC and Participants.
- 2.29 INDIVIDUAL REQUIREMENTS  
The bidders will be required to comply with all individual requirements of each Participant, including but not limited to those individual requirements set forth in Sections 2.28, 3.8, 3.10, and any other individual requirements, if they plan to do business with that Participant under any agreement that results from this Invitation for Bid. If a bidder plans not to comply with any of the individual requirements of Participants as indicated herein, they should so indicate in their response to this Invitation to Bid by marking "no offer" on the pricing page, Section 5.0.

\*\*\*End of Section 2.0\*\*\*

### **3.0 GENERAL CONDITIONS (AWARD and POST AWARD)**

#### **3.1 AWARD OF CONTRACT**

##### **3.1.1 BASIS OF AWARD.**

- a) Only firm bids will be considered. The bidder warrants that prices, terms and conditions quoted in their bid will be firm for acceptance for a period of not less than 90 days from the bid opening date unless otherwise specified in the Invitation to Bid. Such prices will remain firm for the period of performance of resulting purchase orders or contracts that are to be performed over a period of time.
- b) Bidders may be requested to submit financial statements subsequent to the bid opening. Such statements shall be submitted to the Program Coordinator within three (3) calendar days after being so requested.
- c) The Program Coordinator and Participants reserve the right to reject any and all bids, to waive any and all technical defects, irregularities, and informalities in bids, to disregard all non-conforming or conditional bids or counterproposals, and to select the bid(s) deemed most advantageous to the entities.
- d) The award of the Contract, if awarded, shall be awarded to that responsible and responsive bidder whose bid, conforming to the Invitation for Bids, will be most advantageous to the Participants, price and other factors considered.

##### **3.1.2 EVALUATION OF BIDS**

- a) The evaluation of bids will include consideration of price, quality, adherence to specifications, references, financial statements, if requested, subcontractors, suppliers, and manufacturers to be used in the work and manufacturers' data on the materials and equipment to be incorporated. Time of delivery will also be a factor in the award.
- b) "Or Approved Equal" Clause.  
Whenever a material, article, or piece of equipment is identified on the plans or in the specifications by reference to manufacturer's or vender's names, trade names, catalog numbers, etc., it is intended merely to establish a standard; and, any material, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed, is, in the opinion of the Program Coordinator and Participants, of equal substance and function. Substitute items may be rejected at the discretion of the Program Coordinator and Participants.
- c) Whenever the name of a manufacturer is mentioned on the face hereof and the words "or equal" do not follow, it shall be deemed that the words "or equal" shall follow such designations unless the face hereof specifies "no substitutes". The Program Coordinator may assume that items bid is equal or may request samples and proof thereof unless approved before shipment. The Participants reserves the right to return at bidders expense all items that are not acceptable as equals, said items to be replaced by bidder with satisfactory items at the original price.
- d) To the limit allowed by statutory authority, the Program Coordinator and Participants shall give preference to all commodities manufactured, mined, produced, or grown within the United States, the States of Missouri or Kansas, and to all firms, corporations or individuals headquartered in the United States, the States of Missouri or Kansas, when quality is equal or better and the delivered price is the same or less.

##### **3.1.3 AWARD PROCESS**

- a) The Program Coordinator and the Participants may accept any item or group of items of any bid on a split-order basis, lump-sum or individual-item basis, or such combination as shall best serve the interest of the Participants unless qualified by specific limitation of the bidder.
- b) Unless otherwise provided in the schedule, bids may be submitted for any quantities less than those specified; and the Program Coordinator and Participants reserve the right to make an award on any item for a quantity less than the quantity bid upon at the unit price offered unless the bidder specified otherwise in his bid.
- c) An award mailed (or otherwise furnished) to the successful bidder within the time for acceptance specified in the bid, results in a binding contract without further action by either party.
- d) In the event a Participant's procedures requires governing body approval of the bid said Participant will take the individual award recommendation to their governing body for approval and may issue a separate contract to the successful Bidder. All contract requirements in this Invitation for Bid including requirements related to administrative fees, and quarterly sales reports, will apply to individual Participant contracts generated under this Invitation for Bid.

##### **3.1.4 NOTICE OF AWARD.**

After considering the basis of award and evaluation of bids, the Program Coordinator will, within 90 calendar days after the date of opening bids, notify the successful bidder of acceptance of his or her bid. The Contractor will have

ten calendar days to return the signed notice of award and any requested submittals, such as certificate of insurance or proof of business licenses.

### 3.2 CONTRACT TERMS

The performance of this contract shall be governed solely by the terms and conditions as set forth in this contract and any specifications or bid documents notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished the Contractor at any time and the acceptance by the Program Coordinator and Participants of any terms or conditions contained in such document which is inconsistent with the terms and conditions set forth in the contract. Any different or additional terms other than those herein contained in Contractor's acceptance are hereby objected to.

### 3.2 EXECUTION OF AGREEMENT

3.3.1 The Execution of the Agreement shall consist of a YEARLY AGREEMENT, signed by the Executive Director of MARC and countersigned by the Contractor, with a Notice of Award, and become the agreement and contract between the parties hereto. Notice of Award will evidence that both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Contractor is as set forth in the Contractor's Bid. Items not awarded, if any, will be noted on the Notice of Award.

3.3.2 As stated in paragraph 3.1.3 (d) some Participants may execute individual contracts. Any individual contracts issued shall not conflict with the award made by MARC/KCRPC. If a Participant has an existing contract for the same commodity, that contract will either lapse at expiration date, or be cancelled by the Participant, before the MARC/KCRPC is utilized. The Participant will make the final determination on their existing contracts.

### 3.4 CHANGES

The Program Coordinator may at any time, by written order, make changes or additions, within the general scope of this contract in or to drawings, designs, specifications, instructions for work, methods of shipment or packing or place of delivery. If any such change causes an increase or decrease in the cost of or in the time required for performance of this contract or purchase order, the Contractor shall notify the Program Coordinator in writing immediately and an appropriate equitable adjustment will be made in the price or time of performance, or both, by written modification of the contract. Any claim by the Contractor for such adjustment must be asserted within 30 days or such other period as may be agreed upon in writing by the parties after the Contractor's receipt of notice of the change. Nothing contained herein shall excuse the Contractor from proceeding with the contract as changed.

### 3.5 ASSIGNMENTS

Neither MARC/KCRPC nor Contractor shall, without the prior written consent of the other, assign in whole or in part his interest under any of the Contract Documents and, specifically the Contractor shall not assign any moneys due or to become due without the prior written consent of MARC/KCRPC.

### 3.6 COOPERATIVE PROCUREMENT BY OTHER JURISDICTIONS/COMPOSITE REPORT

3.6.1 If the bidder agrees to provide products and/or services under this contract, the bidder must indicate on the appendix. If agreed, **the successful bidder shall rebate to MARC/KCRPC, the Administrative Fee, based on each Non-Participant's gross sales for each quarter.**

3.6.2 The successful bidder shall be required to notify Program Coordinator if any Non-Participants express desire to utilize this contract, prior to acceptance of any purchase order. The Program Coordinator will inform the non-participant of the requirements of the contract. Written or verbal approval by the Program Coordinator must be provided to the successful bidder and entity to allow purchases from the contract, by issuance of a contract modification.

3.6.3 Sales will be made in accordance with the prices, terms, and conditions of the invitation for bid and any subsequent term contract. All sales to Participants or Non-Participants will be made on purchase orders issued by that jurisdiction. All receiving, inspection, payments and other procurement administration will be the responsibility of the ordering Participant or Non-Participant.

3.6.4 There shall, however, be no obligation under the cooperative procurement agreement for any organization represented by MoKanCPP, NIGP Chapter affiliate or MARC to use the bid or contract unless they are specifically named in the invitation for bid as a Participant.

### 3.7 COMPOSITE REPORT AND PAYMENTS

3.7.1 The successful bidder(s) shall furnish to MARC/KCRPC:

- a) Payment of the Administrative Fee to MARC/KCRPC, based on gross sales for each quarter to Participants and Non-Participants. The Contractor shall have no claim or right to all or any portion of the Administrative Fee. All payments shall be payable to: Mid-America Regional Council, and reference KCRPC bid number on each

payment. All payments shall be mailed to MARC, Attn: Finance Department, 600 Broadway Suite 200, Kansas City MO 64105-1659.

- b) A composite report of all contract purchases against any and all orders issued against this contract shall be submitted by electronic mail to the Program Coordinator. The report shall include, at a minimum:
  - Ordering entity and designated Participant or Non-Participant, Entity's purchase order number, and date ordered, item descriptions, quantities ordered, units of measure, along with all unit and extended prices.
  - The report shall be totaled for the accumulated dollar amount spent within the particular quarter for each Participant or Non-Participant.
  - Copies of invoices to the ordering entity may be submitted, in lieu of a composite report.
- c) Failure of the Contractor to provide payment and reports in the manner described herein shall be regarded as a material breach of this contract and shall be deemed cause for termination of this contract at MARC/KCRPC's sole discretion. Fees not paid by the specified deadline shall bear interest at the rate of one and one-half percent per month until paid.
- d) Reports and payments of fees under this contract shall be due thirty calendar days after the end of each quarter.

3.7.2 Failure of the Contractor to provide payment and reports in the manner described herein shall be regarded as a material breach of this contract and shall be deemed cause for termination of this contract at MARC/KCRPC's sole discretion. Fees not paid by the specified deadline shall bear interest at the rate of 1.5 percent per month until paid.

3.7.3 Reports and payments of fees under this contract shall be due 30 calendar days after the end of each quarter.

#### 3.7.4 RIGHT TO AUDIT

The Program Coordinator may compare records provided by Participants with reports submitted by the Contractor. Program Coordinator will provide written notification to Contractor of any discrepancies and allow vendor thirty calendar days to resolve discrepancies to Program Coordinator's satisfaction. In the event the Contractor does not resolve the discrepancy to the satisfaction of the Program Coordinator, MARC/KCRPC reserves the right to engage outside services to conduct an independent audit of Contractor's reports and Contractor shall reimburse MARC/KCRPC for costs and expenses to conduct such an audit.

### 3.8 PURCHASE ORDERS

The Participants and any Non-Participants will not be responsible for articles or services furnished without a purchase order unless otherwise set forth in the contract. Orders may be placed by phone, fax, or electronic mail to the Contractor using purchase order, blanket purchase order or procurement card issued by ordering Participant or Non-Participant. **Government procurement card purchases shall be processed at the time of the order and not be held up and batched with multiple orders. Bidders shall state in Section 5.0 if processing charges will be added to orders.**

### 3.9 FUND ALLOCATION

Continuance of any resulting Agreement, Contract, or issuance of Purchase Orders **is contingent upon the available funding and allocation of funds by the Participants.**

### 3.10 DELIVERY REQUIREMENTS – See Section 4.0

### 3.11 RESPONSIBILITY FOR SUPPLIES

The Contractor shall be responsible for supplies until they are delivered and accepted at the designated delivery point; and the Contractor shall bear all risks for rejected supplies after notice of rejection. Rejected materials or supplies shall be removed by and at the expense of the Contractor promptly after notification of rejection unless public health and safety require immediate destruction of other disposal of rejected materials or supplies. Upon failure to remove said materials within ten (10) days after date of notification, the Participant may return the rejected materials or supplies to the Contractor at Contractor's risk and expense or dispose of them as its' own property.

### 3.12 TIME OF DELIVERY

The Participants require that all materials ordered will be delivered when specified. Time is therefore of the essence of the purchase order. If deliveries are not made at the time agreed upon, the Program Coordinator and Participants **reserve the right to cancel or to purchase elsewhere and hold Contractor accountable for any damages** sustained as a result thereof.

- 3.13 **PACKAGING**  
The Participants will not be liable for any charges for drayage, packing, cartage, boxing, crating, or storage in excess of the purchase price of this order unless stated otherwise herein.
- 3.14 **CONTRACTOR'S INVOICES**  
Invoices shall be prepared and submitted in triplicate unless otherwise specified by the ordering entity. Invoices shall contain the following information: MARC/KCRPC Bid/Contract Number, Participant's Purchase Order number, Item Number; contract description of supplies or services, sizes, quantities, unit prices and extended totals. All invoices must reflect the same unit of measure and pricing as stated in the pricing section (i.e. 1000/M, case, box, each). Any invoices received with incorrect units of measure may be corrected and noted on the invoice "not per contract" and totals will be adjusted accordingly, at the discretion of the Participants. Invoices for and inquiries regarding payment shall be addressed to the ordering agency. Any delay in receiving invoices, or errors and omissions, on statement or invoices, will be considered just cause for withholding settlement without losing discount privileges. Payment terms under this contract shall be Net 30, after receipt of invoice, unless an early payment discount is offered for less than 30 days.
- 3.15 **ACTS OF GOD**  
Neither party shall be liable for delays, or defaults in the performance of this contract due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, Governmental action of any kind or any other causes of a similar character beyond its control and without its fault or negligence.
- 3.16 **BANKRUPTCY OR INSOLVENCY**  
In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of Contractor, or in the event of breach of any of the terms hereof including the warranties of the Contractor, MARC/KCRPC and Participating Entities may cancel this contract or affirm the contract and hold Contractor responsible in damages.
- 3.17 **GENERAL GUARANTY AND WARRANTY**  
3.17.1 The Contractor warrants that all materials, fixtures, and equipment furnished by the Contractor and his subcontractors shall be new, of good quality, and of good title, and that the work will be done in a neat and workmanlike manner. The Contractor also guarantees the workmanship and materials for a period of one year from the date of final acceptance of all the work required by the Contract. Furthermore, the Contractor shall furnish the Program Coordinator and Participants with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under the Contract.  
3.17.2 All customary guarantees for workmanship, quality and performance provided by the Manufacturer for any or all items shall apply to the items offered under this proposal.
- 3.18 **PATENTS**  
Contractor warrants that the articles described herein and the sale or use of them will not infringe upon any U.S. or foreign patent and Contractor covenants that he will at his own expense, defend every suit which may be brought against the MARC/KCRPC and Participants, or those selling or using Participants' product (provided Contractor is promptly notified of such suit and all papers therein are delivered to Contractor) for any alleged infringement of any patent by reason of the sale or use of such articles and Contractor agrees that he will pay all cost, damages and profits recoverable in any such suit.
- 3.19 **INSPECTION AND ACCEPTANCE**  
3.19.1 No material received by the Participants pursuant to a purchase order issued under the terms and conditions of this bid document shall be deemed accepted until the Participants have had a reasonable opportunity to inspect said material. All material which is discovered to be defective, or which does not conform to any warranty of the Contractor herein, upon initial inspection, or at any later time if the defects contained in the material were not reasonably ascertainable upon the initial inspection, may be returned at the Contractor's expense, for full credit or replacement within 24 hours of notification.  
3.19.2 No goods returned as defective shall be replaced without written authorization of the purchasing entity. Such return shall in no way affect the Participants' discount privileges. Such right to return, offered to the MARC/KCRPC and Participants arising from the Participant's receipt of defective goods, shall not exclude any other legal, equitable or contractual remedies MARC/KCRPC and Participants may have available.
- 3.20 **INTERPRETATION OF CONTRACTS AND ASSIGNMENTS**  
This contract shall be construed according to the laws of the State of Missouri. This contract, or any rights, obligations, or



duties hereunder, may not be assigned by the Contractor without the written consent of the MARC/KCRPC and any attempted assignment without such consent shall be void.

3.21 NOTICE AND SERVICE THEREOF

Any notice to any Contractor from the Program Coordinator relative to any part of this contract will be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail, to the said Contractor at his last given address or delivered in person to said Contractor or his authorized representative.

3.22 TERMINATION OF CONTRACT

3.22.1 This contract may be terminated by either party upon sixty (60) calendar days prior notice in writing to the other party.

3.22.2 MARC/KCRPC may terminate this contract immediately, under breach of contract, if the Contractor fails to perform in accordance with the terms and conditions.

3.22.3 In the event of any termination of contract by the Contractor, the Participants may purchase such supplies and/or services similar to those so terminated, and for the duration of the contract period the Contractor will be liable for all costs in excess of the established contract pricing.

3.23 LAW GOVERNING: All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Missouri. For any dispute that may arise out of this Contract, the parties agree that the proper jurisdiction and venue shall be the Circuit Court of the County where the ordering agency is located.

\*\*\*End of Section 3.0\*\*\*

## 4.0 **SPECIFICATIONS -**

### 4.1 **General Requirements**

#### **Clean-Up and Restoration** (applies to all Participants):

The contractor shall be responsible for the removal of all surplus material and debris occurring from this work. Contractors shall take precautions against damage to public and private property during the course of this work. Should damage occur, by omission or commission, the Contractor shall at its' own expense, restore damaged property to a condition similar to or equal to that existing before damage was done.

#### **Technical Assistance** (applies to all Participants):

The Contractor and/or Manufacturer of chemicals shall furnish technical assistance in establishing optimum dosage rates, if requested by Participants, throughout the duration of the contract.

#### **Deliveries** – (applies to all Participants):

- a. All packaging and shipping must conform to current federal, state, and local regulations.
- b. Delivery tickets/statements shall be provided at the time of delivery to each location.
- c. No substitutions allowed on the specified packaging sizes.
- d. Delivery vehicles of Contractor must be equipped to facilitate unloading of items at various dock heights.
- e. Trucks must have lift gates and be equipped with pallet jacks for the delivery of chemicals in bags.
- f. Delivery times and specific instructions are listed below for each Participants' facility.
- g. All deliveries to each Participant must include the appropriate material safety data sheets for the chemical being delivered.
- h. All deliveries to each Participant may be subject to being weighed on the Participants' scale, or approved public scale, prior to and after deliveries, as may be required by receiving Participant.
- i. Deliveries may include multiple unloading stops per order. No stop charge shall be levied against the Participant for such service. Multiple stops, if any, will be noted at time of order.
- j. Delivery locations are current as of 2024. Additional locations may be added or changed, if needed, under a contract modification issued by MARC/KCRPC.

### 4.2 **Deliveries – City of Independence, MO**

Deliveries must be made in trucks equipped with Pneumatick Blower, minimum 7 PSI and a maximum of 14 PSI. Trucks must also be equipped with a minimum of fifty feet (50') of hose. Deliveries will be accepted only during the regular business hours of Monday through Friday, 8:00 a.m. to 3:00 p.m., CST. Contractors must contact water plant personnel prior to each delivery and provide the identity of the driver and truck number. Failure to provide this information prior to any delivery may result in cancellation of the delivery at no cost or penalty to the City. Delivery drivers must follow posted unloading instructions at each delivery site. Deliveries of phosphate must be equipped with a lift gate and a pallet jack for unloading. Lead (washers) gaskets must be supplied at no charge for each cylinder delivered.

|                         |                                 |                         |
|-------------------------|---------------------------------|-------------------------|
| Water Pollution Control | 9600 E Norledge                 | Independence, Mo. 64053 |
| Water Department        | M-291 Highway & Cement City Rd. | Sugar Creek, Mo. 64058  |

### 4.3 **Deliveries – Johnson County, KS**

Deliveries shall be made within three (3) working days on orders for stock, and within twenty-four (24) hours for emergency orders. Emergency orders will be designated at the time of ordering. Deliveries shall be made between 8:00 a.m. and 4:00 p.m., Monday through Friday, unless otherwise mutually agreed upon by the County and Contractor. No deliveries will be accepted on Saturday, Sunday, or County holidays. There may be other stations added as needed, with mutual agreement, issued under a contract modification. The County may require more than one unloading stop per order. No stop charge shall be levied against the County for such service.

Cylinders: Damage to County owned equipment, attributable to Contractor supplied contaminated chemicals and cylinders shall be immediately repaired by County personnel. The County shall then bill the Contractor for such repairs and the Contractor agrees to pay said bills.

| Facility:                               | Address:                                                 | Storage Capabilities:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|-----------------------------------------|----------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Belinder Pump Station                   | 5700 Belinder, Fairway, KS 66208                         | <ul style="list-style-type: none"> <li>One (1) 4,100-gallon tank Sodium hypochlorite (bulk deliveries)</li> <li>One (1) 2,300-gallon tank Sodium hypochlorite (bulk deliveries)</li> <li>One (1) 3,000-gallon tank Bioxide</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Blue River Plant                        | 2523 W. 151 <sup>st</sup> Street, Overland Park, KS      | <ul style="list-style-type: none"> <li>Two (2) 1,750-gallon tanks</li> <li>Sodium hypochlorite (bulk deliveries)</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Dykes Branch                            | 3535 Somerset, Prairie Village, KS                       | <ul style="list-style-type: none"> <li>Two (2) 2,500-gallon tanks</li> <li>Sodium hypochlorite (bulk deliveries)</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 55 <sup>th</sup> Street                 | 14500 W 55 <sup>th</sup> Street, Shawnee KS 66216        | <ul style="list-style-type: none"> <li>One (1) 4,000-gallon tank Bioxide</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 55 <sup>th</sup> Street Pumping Station | 5425 Alden, Shawnee KS                                   | <ul style="list-style-type: none"> <li>Ferrous Chloride (55-gallon drum deliveries)</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Holding Station                         | 75 <sup>th</sup> Street and Nall Ave.; Overland Park, KS | <ul style="list-style-type: none"> <li>Four (4) 2,500-gallon tanks Sodium hypochlorite (bulk deliveries)</li> <li>Sodium Bisulfite (bulk liquid deliveries)</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Middle Basin Plant                      | 10001 College Blvd; Overland Park, KS, 66210             | <ul style="list-style-type: none"> <li>One (1) 6,000-gallon tank Sodium hypochlorite (bulk deliveries)</li> <li>Seven (7) 3,400-gallon tanks Sodium hypochlorite (bulk deliveries)</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Martway Holding Station                 | 5395 Martway; Mission, KS                                | <ul style="list-style-type: none"> <li>Four (4) 2,400-gallon tanks Sodium hypochlorite (bulk deliveries)</li> <li>Two (2) 1,100-gallon tanks Bioxide</li> <li>Sodium Bisulfite (bulk liquid deliveries)</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Mission Main Plant                      | 4800 Nall, Mission, KS 66202                             | <ul style="list-style-type: none"> <li>Sodium hypochlorite (55-Gallon Drum Containers)</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Nelson Complex                          | 4800 Nall Ave, Mission, KS 66202                         | <ul style="list-style-type: none"> <li>One (1) 3,000-gallon tank Sodium hypochlorite (bulk deliveries)</li> <li>One (1) 2,500-gallon tank Sodium hypochlorite (bulk deliveries)</li> <li>One (1) 400-gallon tank Sodium hypochlorite (bulk deliveries)</li> <li>Two (2) 1,650-gallon tanks Sodium hypochlorite (bulk deliveries)</li> <li>Sodium hypochlorite totes (250-gallon and 350- gallon)</li> <li>Ferrous Chloride (bulk liquid deliveries)</li> <li>Caustic Soda (bulk liquid deliveries)</li> <li>Caustic Soda (55-gallon drums)</li> <li>Caustic Soda totes (250-gallon and 350-gallon)</li> <li>Sodium Bisulfite totes (250-gallon and 350-gallon)</li> </ul> |
| New Century Air Center                  | 50 Leawood Drive; Gardner, KS                            | <ul style="list-style-type: none"> <li>Sodium hypochlorite (55-Gallon Drum Containers)</li> <li>Phosphoric Acid (700 LB/55-Gallon Drum Containers)</li> <li>Sodium Nitrate (50 LB bags)</li> <li>Aluminum sulfate solution (Bulk liquid deliveries/gallons) *approximately 1600 gallons/18,000 lbs per delivery*</li> </ul>                                                                                                                                                                                                                                                                                                                                               |
| Shawnee Mission Park (Theater)          | 79 <sup>th</sup> & Renner, Shawnee, KS 66216             | <ul style="list-style-type: none"> <li>One (1) 4,000-gallon tank Bioxide</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |

| Facility:                 | Address:                      | Storage Capabilities:                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|---------------------------|-------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Tooley Creek Pump Station | 5425 Alden; Kansas City, KS   | <ul style="list-style-type: none"> <li>One (1) 2,000-gallon tank Sodium hypochlorite (bulk deliveries)</li> </ul>                                                                                                                                                                                                                                                                                                                                                                   |
| Tomahawk Creek Plant      | 10801 Mission Rd., Leawood KS | <ul style="list-style-type: none"> <li>Sodium Metabisulfite 50 LB bags</li> <li>Caustic Soda (bulk liquid deliveries)</li> <li>Caustic Soda totes (250-gallon and 350-gallon)</li> <li>One (1) 1,500-gallon tank Sodium hypochlorite (bulk deliveries)</li> <li>One (1) 4,500-gallon tank Sodium hypochlorite (bulk deliveries)</li> <li>Two (2) 2,500-gallon tanks Sodium hypochlorite (bulk deliveries)</li> <li>Sodium hypochlorite totes (250-gallon and 350-gallon)</li> </ul> |
| Turkey Creek Plant        | 4800 Nall, Mission, KS        | <ul style="list-style-type: none"> <li>Sodium hypochlorite (55-gallon drum)</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                              |
| Turkey Creek Pump Station | 6700 Foxridge, Mission, KS    | <ul style="list-style-type: none"> <li>One (1) 4,000-gallon tank Sodium hypochlorite (bulk deliveries)</li> <li>Ferrous Chloride (bulk liquid deliveries)</li> </ul>                                                                                                                                                                                                                                                                                                                |

#### 4.4 SPECIFICATIONS FOR BIOXIDE- Odor Control

- 4.4.1 The material required under this specification shall be used to remove hydrogen sulfide, thereby preventing odor and corrosion within wastewater collection and treatment systems. The material shall utilize and enhance naturally occurring biochemical processes to accomplish hydrogen sulfide removal. The material shall be a liquid phase product. It shall be delivered, stored, and fed into the wastewater via standard liquid-phase chemical handling procedures. The material shall be fully compatible with storage and feed equipment constructed of any of the following:
- High Density Crosslinked Polyethylene
  - PVC
  - Polypropylene
  - FRP
  - Stainless Steel (316)
- 4.4.2 Process Description - The material supplied shall utilize the inherent ability of the facultative bacteria normally present in wastewater to metabolize hydrogen sulfide and other odor-causing, reduced sulfur containing compounds. The material shall provide nitrate-oxygen to the wastewater to support this biochemical mechanism. This nitrate-oxygen shall be applied via a calcium nitrate salt solution. The material shall be chemically stable, allowing continuous removal of sulfide contributed by side streams downstream of the application point. As a result of the biochemical process, the material shall provide the additional benefit of biochemical oxygen demand (BOD) reduction in the wastewater.
- 4.4.3 The supplier shall:
- provide feed rate optimization services and feed system troubleshooting services upon the County's request. The supplier shall have the capability of providing and programming PLC based advanced dosing feed systems. The supplier shall also be able to provide a Web site for monitoring and control of the feed sites. Provide documentation and/or cut sheets documenting supplier's availability of this technology.
  - have at least three distribution centers from which product can be shipped. The addresses of these facilities must be provided with the bid. One of the distribution centers must be within 125 miles of the County's systems.
  - be capable of manufacturing and providing complete storage and feed systems for the material. These systems shall include storage tanks, feed pumps, and control panels. The supplier shall be an Underwriters Laboratories Listed manufacturer of Enclosed Industrial Control Panels. If during the course of this contract, the County requires additional feed locations, the supplier shall provide survey services to identify the problem and shall provide recommendations for correcting the problem.
  - indemnify and hold harmless the Owner (Purchaser) and its Officers, agents, employees, or any other interested party from any and all liability, including costs and expenses, associated with any product license or patent infringement resulting from the supply and application of the supplier's material.

4.4.4 Substitutions - The material shall be provided in strict compliance with these specifications. Any bid for a material with deviations from these specifications shall be considered non-responsive and shall not be considered.

4.4.5 Technical Requirements:

- a) The material supplied shall be an aqueous solution of calcium nitrate double salt containing a minimum of 3.5 pounds of nitrate-oxygen per gallon and having a minimum specific gravity of 1.42.
- b) The material shall be capable of reducing the dissolved hydrogen sulfide concentration in wastewater to less than 0.1 mg/l.
- c) The material shall be free of any objectionable odor-producing compounds.
- d) The pH of the material shall not be less than 4.0 nor greater than 9.0.
- e) The Crystallization point of the material shall be less than – 20 degrees F. A crystallization chart shall be provided with the bid. This chart shall be on the letterhead of the manufacturer of the product.
- f) Product shall be manufactured in a facility that complies with the following:
  - ISO 9001 – Quality Management System
  - ISO 14001 – Environmental Management System
  - ISO 18001 – Health and Safety Management SystemProof of compliance with the above standards shall be provided with the bid

4.4.6 Safety Requirements:

- a) The material shall contain no hazardous substances as defined by both the Federal EPA's and State CERCLA lists.
- b) The material shall be exempt from Federal DOT placard requirements.
- c) Recommended handling procedures for the material shall require protective gloves and safety glasses only. Any material recommending more sophisticated equipment (i.e., face shield, body suit, etc.) during routine handling shall not be considered.

4.4.7 Delivery:

The material shall be delivered by tanker trucks. The supplier must also be able to make deliveries in smaller straight trucks. Access to some sites may be limited and deliveries via tractor-trailer type trucks may not be possible. The supplier shall be responsible for the safe, clean delivery of the material into the Owner's storage tanks. The supplier shall be responsible for any damage to the Owner's storage tank and feed system that is directly attributable to product quality or improper delivery practices. The supplier shall provide prompt clean-up of any spills made during delivery. The supplier shall be responsible for the proper labeling of storage tanks in compliance with local, state, and federal requirements. The supplier shall not deliver the material into any tank or vessel which is not properly labeled.

4.4.8 Pricing

The supplier shall provide pricing in terms of price per gallon of solution delivered. The minimum nitrate-oxygen content and specific gravity of the solution must be provided and must be expressed as pounds nitrate-oxygen per gallon of solution. All charges, including freight, optimization services, etc. shall be included in the per gallon bid price. The price shall be valid for delivery quantities of 2,400 gallons or more per shipment. In some cases, it will be necessary to split deliveries between two or more locations. The vendor will provide this service at no additional cost to the County. Any charge for multiple stops shall be included in the per-gallon bid price.

#### 4.4.9 Johnson County Waste Water Odor Control Feed Sites

The contractor is required to **provide the storage tanks and feed equipment** at each location where it is designated “yes” for “Supplier Provided Equipment”. The equipment must also be included in Section 5.4 as “Available Equipment”. It is not necessary to list equipment per location in Section 5.4.

The site delivery access designated as “straight” require the use of a single platform straight tanker truck. The site delivery access designated as “tanker” allows for semi tractor-trailer deliveries.

| Feed Site Name              | Storage Tank(s)                         | Feed Equipment                                                          | Supplier Provided Equipment | Delivery Access         |
|-----------------------------|-----------------------------------------|-------------------------------------------------------------------------|-----------------------------|-------------------------|
| Belinder Pump Station       | 2 – 1650-gallon Double Wall             | PLC based, Internet access controllable system with 2 Peristaltic pumps | Yes                         | Tanker (3700 Gallons)   |
| Martway Pump Station        | 2 – 1650-gallon Double Wall             | PLC based, Internet access controllable system with 2 Peristaltic pumps | No                          | Tanker (3700 Gallons)   |
| 75th & Nall Feed Station    | 2 – 3300-gallon Double Wall             | PLC based, Internet access controllable system with 2 Peristaltic pumps | Yes                         | Tanker (3700 Gallons)   |
| Dykes Branch Feed Station   | 1 – 1650 Gallon Double Wall             | PLC based, Internet access controllable system with 2 Peristaltic pumps | Yes                         | Tanker (3700 Gallons)   |
| Cedar Creek #3 Pump Station | 1 – 4400-gallon Double Wall             | PLC based, Internet access controllable system with 2 Peristaltic pumps | Yes                         | Tanker (3700 Gallons)   |
| Mill Creek #3 Pump Station  | 1 - 1650 Gallon Double Wall             | PLC based, Internet access controllable system with 2 Peristaltic pumps | Yes                         | Straight (1500 Gallons) |
| Hayes Creek #3 Pump Station | 1 - 4400 Gallon Double Wall             | PLC based, Internet access controllable system with 2 Peristaltic pumps | Yes                         | Straight (1500 Gallons) |
| Shawnee Mission Theater     | 1 - 1650 Gallon Double Wall             | PLC based, Internet access controllable system with 2 Peristaltic pumps | Yes                         | Straight (1500 Gallons) |
| Lone Elm Pump Station       | 1 - 4400 Gallon Double Wall             | PLC based, Internet access controllable system with 2 Peristaltic pumps | Yes                         | Tanker (3700 Gallons)   |
| East Gardner Feed Station   | 1 - 3000 Gallon Double Wall Underground | PLC based, Internet access controllable system with 2 Peristaltic pumps | No                          | Straight (1500 Gallons) |
| West Gardner Feed Station   | 1- 3000 Gallon Double Wall Underground  | PLC based, Internet access controllable system with 2 Peristaltic pumps | No                          | Straight (1500 Gallons) |
| Blue River 14 Pump Station  | 1 - 1650 Double Wall                    | PLC based, Internet access controllable system with 2 Peristaltic pumps | Yes                         | Straight (1500 Gallons) |

\*\*\*END OF SECTION 4.0\*\*\*

## 5.0 PRICING and SUBMITTAL SECTION -

Bidders must complete this section, and appendices, in their entirety and return as instructed on the cover page. All pricing quoted shall include delivery and administrative fees. Quantities listed are estimated and based on the first-year usage only. In case of discrepancy between a unit price and extended price, the unit price will prevail.

|                                                                                                                                                                                                                                                                                        |                                  |                                                        |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|--------------------------------------------------------|
| • Total bid (carried over from Excel Price List)                                                                                                                                                                                                                                       |                                  | \$ 3,290,627.02                                        |
| • Payment terms are Net 30. Does bidder offer discount for prompt (early) payment for payment made earlier than 30 days?                                                                                                                                                               | Yes or No<br>If yes, state terms | State <u>N/A</u> %<br>Net <u>30</u> days               |
| • Do you accept government procurement cards (Visa, Mastercard) for payment?                                                                                                                                                                                                           |                                  | <u>Yes</u> or No                                       |
| • Are processing charges added to government procurement cards?                                                                                                                                                                                                                        | Yes or <u>No</u>                 | State <u>N/A</u> %                                     |
| • Appendices and addendums (if issued) completed, signed & included with bid?                                                                                                                                                                                                          |                                  | <u>Yes</u> or No                                       |
| • Do you offer an "off shelf" discount for similar products/services within scope of work, or a standard price list for other chemicals you provide?                                                                                                                                   | Yes or <u>No</u>                 | State discount <u>N/A</u> %<br>and attach price sheet. |
| • Delivery time: F.O.B. Destination and Inside Delivery Requirement - (will be used for evaluation)<br>Johnson County KS – 3 Days requirement<br>Independence MO – 2 days requirement (liquid caustic soda, 42-degree Baume Nitric acid carboys.<br>All other chemicals within 3 days. |                                  |                                                        |
| • Delivery time: Emergency orders<br>Johnson County – 24 hours required<br>Independence – 24 hours required                                                                                                                                                                            |                                  |                                                        |
| • State ability to meet all delivery requirements of Participants (attach separate sheet if necessary)<br><u>Emergency orders - 24 hr requirement</u>                                                                                                                                  |                                  |                                                        |
| • State schedule of alternate delivery days for holidays:<br><u>Delivery the day before or day after holiday</u>                                                                                                                                                                       |                                  |                                                        |
| • Are there any exceptions or additions to the specifications? If "yes", attach a separate sheet detailing the exceptions or additions. Any details provided must be cross referenced to the appropriate line-item number of pricing list.                                             | Yes or <u>No</u>                 |                                                        |

**5.1 REFERENCES:**

| Contact Name       | Company                          | City/State     | Telephone Number |
|--------------------|----------------------------------|----------------|------------------|
| a. Beth Finney     | Harpeth Valley Utilities         | Nashville TN   | 615-352-7076     |
| b. Michael Simbeck | City of Kansas City              | Kansas City MO | 816-335-5603     |
| c. Evan Romo       | City of Parkville/Alliance Water | Kansas City MO | 636-358-1648     |

**5.2 KEY PERSONNEL:** List staff members that will be responsible for all work (contract management) performed under this contract: (attach separate sheet if necessary).

| Name                | Job Title:                    | Responsibility:    | Experience               |
|---------------------|-------------------------------|--------------------|--------------------------|
| a. Sara Terry       | Municipal Contract Specialist | Contract/Bid       | 18+ Years Bids/Contracts |
| b. Jeremy Lashbrook | Sales Representative          | Account Management | 5+ years Chemical Sales  |
| c.                  |                               |                    |                          |

**5.3 SUBCONTRACTORS:** Bidders must include information and references for any subcontractors to be used for this work, if applicable.

| Company Name/Address: | Work to be performed: | References: Company name | Name & Phone No. |
|-----------------------|-----------------------|--------------------------|------------------|
| a. N/A                |                       |                          |                  |
| b.                    |                       |                          |                  |
| c.                    |                       |                          |                  |

**5.4 AVAILABLE EQUIPMENT:** Available equipment means equipment to be used for work specified in bid (that is in possession of the contractor or subcontractor, either by purchase, lease, or existing equipment).

|                                             |  |    |
|---------------------------------------------|--|----|
| a. Brenntag owns it own fleet and equipment |  | d. |
| b.                                          |  | e. |
| c.                                          |  | f. |



**5.5 STATEMENT OF OFFER: Bidder to check (a) or (b), and (c) and (d) if Bidder agrees to statement, and sign.**

a. ☐ Bidder does not make an offer in response to this invitation.

or

b. ☒ Statement Of Firm Offer –

Bidder's offer will be held open and is not revocable within ninety (90) calendar days after response deadline. We have read the Specifications, all Special Conditions, Information for Bidders and General Conditions, completed the necessary bid information, and agree to provide samples, as requested. Bid pricing includes inside delivery, as specified in the bid invitation.

**5.6 BIDDER'S CHECKLIST: DO NOT FAX BID OR ANY ADDENDUMS – SUBMIT by ELECTRONIC MAIL ONLY**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                     |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|
| <b>Acknowledge</b> Addendums, if any, by signing and returning with bid.                                                                                                                                                                                                                                                                                                                                                                                            | <input checked="" type="checkbox"/> |
| <b>Complete Section 5.0, and appendices</b> in their entirety and complete section below. Per paragraph 2.1.3 "The bidder shall sign the invitation and print or type his or her name on each bid sheet thereof on which he or she makes an entry. The person signing the offer must make initial erasures or other changes. Bids signed by an agent are to be accompanied by evidence of his or her authority unless such evidence has been previously furnished." | <input checked="" type="checkbox"/> |
| <b>Confirm</b> if any additional addendums have been issued, by either contacting the Program Coordinator, or checking the web sites at <a href="http://www.marc.org">www.marc.org</a> or <a href="http://www.demandstar.com">www.demandstar.com</a> .                                                                                                                                                                                                              | <input checked="" type="checkbox"/> |
| The bidder <b>acknowledges and agrees</b> to the administrative fee reporting requirements of this bid.                                                                                                                                                                                                                                                                                                                                                             | <input checked="" type="checkbox"/> |

By: Brenntag Mid-South, Inc.

Bidder's (Company) Name

Sara Terry

Print name of Authorized Agent

61-0504545

Federal Tax ID #

828-729-7557

Phone No

4/10/24

Date

bms-bids@brenntag.com

E-Mail Address

**Appendix B**  
**MARC/KCRPC Bid # 111**

**COOPERATIVE PROCUREMENT BY OTHER JURISDICTIONS (NON-PARTICIPANTS)**

The successful respondent agrees to provide products and/or services under this contract by checking the appropriate response box in the bid/RFP. Eligible entities will be located within the Greater Kansas City Metropolitan region, and may include:

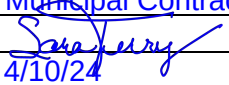
- Municipalities
- Counties
- State
- Governmental Public Utility
- Non-Profit Hospital, Non-Profit Clinic (medical/dental)
- Educational Institute (school, university, college)
- Special Governmental Agency
- Member of a chapter affiliate of The Institute for Public Procurement (nigp.org) in the region

MARC reserves the right to authorize extending the contract to for-profit partners of MARC, when justification is made the purchase will serve the public interest, in support of MARC's regional work. When approved by MARC, any for-profit partner will be expected to be responsible for any applicable sales tax.

MARC reserves the right to authorize eligible entities outside of the metropolitan region and allow entities to negotiate appropriate delivery charges.

There shall be no obligation under the contract for any listed entity above, to purchase from the contract, unless they are specifically named as a Participant.

Agree:       ✓       Decline:                     

Authorized Representative: Sara Terry  
Title: Municipal Contract Specialist  
Signature:   
Date: 4/10/24

**Appendix C – Ordering, Remittance Contacts**  
**MARC/KCRPC Bid #111**

|                            |                                                                                                        |
|----------------------------|--------------------------------------------------------------------------------------------------------|
| Ordering:                  |                                                                                                        |
| Contact Person:            | <a href="#">Customer Service</a>                                                                       |
| Phone:                     | <a href="#">816-483-9996</a>                                                                           |
| Fax:                       | <a href="#">N/A</a>                                                                                    |
| Email:                     | <a href="mailto:KansasCityCustomerService@brenntag.com">KansasCityCustomerService@brenntag.com</a>     |
| Street:                    | <a href="#">6200 Stillwell Road</a>                                                                    |
| City, State, Zip           | <a href="#">Kansas City MO 64120</a>                                                                   |
|                            |                                                                                                        |
| Payment terms:             | <a href="#">Net 30</a>                                                                                 |
| Remittance:                |                                                                                                        |
| Contact Person:            | <a href="#">Accounting</a>                                                                             |
| Phone:                     | <a href="#">270-830-1305</a>                                                                           |
| Fax:                       | <a href="#">N/A</a>                                                                                    |
| Email:                     | <a href="mailto:mid-south.accountremittance@brenntag.com">mid-south.accountremittance@brenntag.com</a> |
| Street:                    | <a href="#">PO Box 7410714</a>                                                                         |
| City, State, Zip           | <a href="#">Chicago, IL 60674</a>                                                                      |
|                            |                                                                                                        |
| Customer service:          |                                                                                                        |
| Contact Person:            | <a href="#">Customer Service</a>                                                                       |
| Phone:                     | <a href="#">816-483-9996</a>                                                                           |
| Fax:                       | <a href="#">N/A</a>                                                                                    |
| Email:                     | <a href="mailto:KansasCityCustomerService@brenntag.com">KansasCityCustomerService@brenntag.com</a>     |
| Company principal contact: |                                                                                                        |
| Contact Person:            | <a href="#">Connor Hilty - Sales Rep</a>                                                               |
| Phone:                     | <a href="#">816-483-9996</a>                                                                           |
| Fax:                       | <a href="#">N/A</a>                                                                                    |
| Email:                     | <a href="mailto:connor.Hilty@brenntag.com">connor.Hilty@brenntag.com</a>                               |

[Bid/Contract](#)

[Sara Terry](#)

[Municipal Contract Specialist](#)

[828-729-7557](#)

[bms-bids@brenntag.com](mailto:bms-bids@brenntag.com)

**APPENDIX D**  
**MARC/KCRPC**  
**Bid #111**

**BIDDER WARRANTIES**

- A. Bidder warrants that it is willing and able to comply with State of Missouri laws with respect to foreign (non-state of Missouri) corporations.
- B. Bidder warrants that it is willing and able to obtain an errors and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, employees, or agents thereof.
- C. Bidder warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the MARC.
- D. Bidder warrants that all information provided by it in connection with this proposal is true and accurate.

Signature of Official: 

Name (Printed): Sara Terry

Title: Municipal Contract Specialist

Date: 4/10/24

APPENDIX E  
MARC/KCRPC Bid # 111

AUTHORIZATION AND CERTIFICATION OF NON-COLLUSION AFFIDAVIT

STATE OF North Carolina )  
COUNTY OF Vance ) SS.

Sara Terry of the City of Brenntag Mid-South, Inc.  
(Name of Individual)

, County of Vance State of North Carolina

being duly sworn on her or his oath, deposes and says;

1. That I am the Municipal Contract Specialist (Title) of Brenntag Mid-South, Inc. (Firm Name) and have been authorized by said firm to make this affidavit on its behalf;
2. No officer, agent or employee of MARC/KCRPC or PARTICIPANTS is financially interested, directly or indirectly in what Bidder is offering to sell to the PARTICIPANTS pursuant to this Invitation;
3. If Bidder were awarded any contract, job work or service for MARC/KCRPC OR PARTICIPANTS, no officer, agent or employee of the city would be financially interested in or receive any benefit from the profit or payments of such;
4. Bidder has not participated in collusion or committed any act in restraint of trade, directly or indirectly, which bears upon anyone's response or lack of response to this Invitation.

Brenntag Mid-South, Inc. (Firm Name)  
By: Sara Terry (Signature)  
Sara Terry (Printed Name)  
Municipal Contract Specialist (Title)  
Mailing Address 5200 Stillwell Road Kansas City MO 64120  
Phone 828-729-7557 FAX N/A  
E-mail Address: bms-bids@brenntag.com

Subscribed and sworn to before me this 10 day of April, 2008. 2024



Melissa Medlin  
NOTARY PUBLIC in and for the County of Vance  
State of North Carolina

My commission expires: 12/5/27

**APPENDIX F**  
**MARC/KCRPC Bid # 111**  
**MISSOURI SERVICE-DISABLED VETERAN BUSINESS PREFERENCE**  
(Applies to non-Federal funded projects)

By virtue of statutory authority, RSMo 34.074, a preference will be given all contracts for the performance of any job or service to service-disabled veteran business either 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 or whenever competing bids, in their entirety, are comparable.

**Definitions:**

Service-Disabled Veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

Service-Disabled Veteran Business is defined as a business concern:

- a. Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and
- b. The management and daily business operations of which are controlled by one or more service-disabled veterans.

If an offeror meets the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and is either doing business as a Missouri firm, corporation, or individual; or maintains a Missouri office or place of business, the offeror must provide the following with the proposal in order to receive the Missouri service-disabled veteran business preference over a non-Missouri service disabled veteran business when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing proposals, in their entirety, are comparable:

- a. A copy of a letter from the Department of Veterans Affairs (VA), or a copy of the offeror's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) from the branch of service the offeror was in, stating that the offeror has a service-connected disability rating ranging from 0 to 100% disability; and
- b. A completed copy of this exhibit.

(NOTE: For ease of evaluation, please attach copy of the above-referenced letter from the VA or a copy of the offeror's discharge paper to this Exhibit.)

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and that I am either doing business as a Missouri firm, corporation, or individual; or maintain Missouri offices or places of business at the location(s) listed below.

**Veteran Information**

**Business Information**

---

Print Name of Service-Disabled Veteran

---

Service-Disabled Veteran Business Name

---

Service-Disabled Veteran's Signature

---

Street Address

---

City, State and Zip

5/27/10

**APPENDIX G**  
**MARC/KCRPC Bid # 111**  
**MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT**  
(Applies to bids/contracts with \$25,000 value or more on non-Federal funded purchases)

DATE: 4/10/24

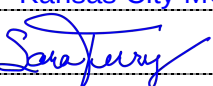
The bidders' attention is directed to Section 34.076 RSMo 2000 which gives preference to Missouri corporations, firms, and individuals when letting contracts or purchasing products. Bids/Quotations received will be evaluated on the basis of this legislation.

By virtue of statutory authority, RSMo. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions, and all other articles produced, manufactured, made, or grown within the State of Missouri. Such preference shall be given when quality is equal or better and the delivered price is the same or less.

All bidder's submitting a bid/quotation must furnish ALL information requested below.

|                                                                          |          |
|--------------------------------------------------------------------------|----------|
| FOR CORPORATIONS                                                         |          |
| State in which incorporated:                                             | Kentucky |
| FOR OTHERS:                                                              |          |
| State of domicile:                                                       | N/A      |
| FOR ALL BIDDERS: List address of Missouri offices or places of business: |          |
| 2235 West Battlefield Road<br>Springfield, MO 65807                      |          |
| 126 Chouteau Ave.<br>St Louis, MO 63102                                  |          |
| 139 E Soper Street<br>St Louis, MO 63111                                 |          |
| 5200 Stillwell Road<br>Kansas City, MO 64120                             |          |
|                                                                          |          |

THIS SECTION MUST BE COMPLETED, SIGNED AND SUBMITTED WITH BID:

|                                                         |                                                                                     |
|---------------------------------------------------------|-------------------------------------------------------------------------------------|
| COMPANY/FIRM NAME:                                      | Brenntag Mid-South, Inc.                                                            |
| ADDRESS:                                                | 5200 Stillwell Road                                                                 |
| CITY, STATE, ZIP:                                       | Kansas City MO 64120                                                                |
| BY (SIGNATURE):                                         |  |
| BY (PRINT NAME):                                        | Sara Terry                                                                          |
| FEDERAL TAX I.D. NUMBER, or use Social Security number: | 61-0504545                                                                          |

5/27/10

**MEMORANDUM**

**TO:** To Whom It May Concern  
**FROM:** JT Hill  
**DATE:** May 11, 2023  
**SUBJECT:** Authority to Sign

This is to advise that Sara Terry, in her capacity as Municipal Contract Specialist, has authority to sign Bid Documents on behalf of Brenntag Mid-South, Inc.

  
\_\_\_\_\_  
John T. Hill, President  
Brenntag Essentials Mid-South

State of Kentucky  
County of Henderson

Subscribed and sworn to before me by John T. Hill, personally known to me, on this the 5th day of May, 2023.

  
\_\_\_\_\_  
Sandra L. Littrell, Notary Public

My Commission Expires: 1/22/26

**Brenntag Mid-South, Inc.**  
1405 Highway 136 West (42420)  
PO Box 20  
Henderson, KY 42419-0020



## **General Contact Information:**

### **Bid/Contracts/Renewals -**

Sara Terry

[bms-bids@brenntag.com](mailto:bms-bids@brenntag.com)

828-729-7557

### **Place an Order -**

Kansas City, MO - South Branch

6200 Stillwell Road

Kansas City, MO 64120

[KansasCityCustomerService@brenntag.com](mailto:KansasCityCustomerService@brenntag.com)

816-483-9996

### **Remittance -**

PO Box 7410714

Chicago, IL 60674

[mid-south.accountremittance@brenntag.com](mailto:mid-south.accountremittance@brenntag.com)

Preferred method of payment is ACH

- account information available upon request.



MID-AMERICA REGIONAL COUNCIL/KANSAS CITY REGIONAL PURCHASING COOPERATIVE  
600 BROADWAY SUITE 200, KANSAS CITY MO 64105-1659  
www.marc.org

**ADDENDUM: 1**

**BID NO./TITLE:** Bid No. 111 - Yearly Contract for Water & Waste Water Chemicals

**ISSUE DATE:** March 26, 2024

**BIDS DUE:** April 12, 2024 1:00 p.m.

- The bid opening date is changed from April 5 to April 12, 2024 1:00 p.m. CST.
- Appendix A pricing list will be revised.
- Clarification requests received by March 25 and responses will be provided under Addendum 2.
- Addendum 2 will be issued March 29, 2024.
- The clarification deadline of March 25, 2024 has not changed. No further clarification requests will be allowed.

---

Receipt of an addendum to an invitation by a bidder must be acknowledged by signing and returning the addendum. Such acknowledgment must be received prior to the hour and date specified for receipt of bids or returned with the bid and received prior to closing time and date.

Brenntag Mid-South, Inc.

Bidder's (Company) Name

4/10/24

Date

By:

Signature of Authorized Agent



**MID-AMERICA REGIONAL COUNCIL/KANSAS CITY REGIONAL PURCHASING COOPERATIVE**  
600 BROADWAY SUITE 200, KANSAS CITY MO 64105-1659  
www.marc.org

**ADDENDUM: 2**

**BID NO./TITLE: Bid No. 111 - Yearly Contract for Water & Waste Water Chemicals**

**ISSUE DATE: March 29, 2024**

**BIDS DUE: April 12, 2024 1:00 p.m. (Changed under Addendum 1 issued March 26)**

Clarification requests received as of March 25, 2024, with response as follows

1. Holding Station, Overland Park, Kansas mentions bulk deliveries for sodium bisulfite (SBS) on page 16:
  - Q. How many gallons for estimated usage?
  - A. 1,000 gallons a year
  - Q. How many tanks and at what volume?
  - A. Two (2) – 550 gallons each (1,100 total)
  - Q. On Appendix A which part of the pricing table is this chemical associated?
  - A. Appendix A, line items 11 and 12 do not include the Holding Station, Overland Park as this is usually paid/shared delivery out of the Nelson Complex.
2. Martway Holding Station, Mission, Kansas- mentions bulk deliveries for sodium bisulfite (SBS) on page 16.
  - Q. How many gallons for estimated usage?
  - A. 1,000 gallons a year
  - Q. How many tanks and at what volume?
  - A. Two (2) – 755 gallons (1,600 total)
  - Q. Which part of the pricing table is this chemical listed on Appendix A?
  - A. This is usually paid/shared delivery out of Nelson Complex and not listed separately as a line item.
3. Nelson Complex, Mission Kansas
  - Q. Page 16 lists SBS totes only, however there is a requirement on Appendix A, page 23 for 70,000 gallons in bulk delivery.
  - A. The requirement on Appendix A, page 23 is correct. Nelson Complex needs both bulk and totes of SBS.
  - Q. If there is a bulk delivery requirement, what size tank is on premises and full truck load deliveries?
  - A. One (1) – 6,500 gallons tank
4. Tomahawk Creek Plant, Leawood, Kansas
  - Q. On page 17 there are no storage capabilities shown for 130,000 gallons of sodium bisulfite (SBS), only mention of sodium metabisulfite in 50 LB. bags.
  - A. **DELETE** reference to sodium metabisulfite. Tomahawk Creek Plant uses sodium bisulfite (SBS) for dechlorination.
  - Q. What is the estimated gallons usage for sodium bisulfite (SBS)?
  - A. Listed volume is correct (130,000 gallons).

- Q. How many SBS storage tanks and at what volume?  
A. Two (2) – 6,500 gallons each
- 

Revisions March 29:

5. Turkey Creek (Foxridge) Pump Station, Johnson County Wastewater
- **ITEM 12 ADDED** Sodium Bisulfite - 1,000 gallons per year. The tank size is 5,400 gallons.
  - **DELETED** Ferrous Chloride (bulk liquid deliveries)
6. **REMOVE AND REPLACE** Section 4.0 Johnson County, Kansas facilities, pages 16 and 17 with enclosed updated facilities and storage capabilities.
7. **REMOVE AND REPLACE** Appendix A Pricing with enclosed revised pricing list. Bidders must submit pricing using enclosed Addendum 2 – Appendix A Pricing.

---

Receipt of an addendum to an invitation by a bidder must be acknowledged by signing and returning the addendum. Such acknowledgment must be received prior to the hour and date specified for receipt of bids or returned with the bid and received prior to closing time and date.

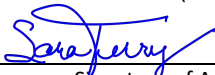
**Brenntag Mid-South, Inc.**

Bidder's (Company) Name

**4/10/24**

Date

By:



Signature of Authorized Agent

## Section 4.0 - Revised pages 16 and 17 – Johnson County, Kansas Facilities

| Facility                                   | Address                                                     | Storage Capabilities                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|--------------------------------------------|-------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Blue River Main Plant</b>               | 2523 W. 151 <sup>st</sup> Street<br>Overland Park, KS 66224 | 1 – 6,500 gallon Sodium Hypochlorite bulk<br>1 – 6,500 gallon Ferrous Chloride bulk<br>6 – 8,700 gallon MicroC<br>55 gallon drums Sodium Hydroxide/Caustic Soda<br>200 to 350 gallon totes Sodium Bisulfite                                                                                                                                                                                                                                                                  |
| Blue River #14 Pump Station                | 16073 Metcalf<br>Overland Park, KS 66085                    | 1 – 1,550 gallon Bioxide                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>New Century Air Center Plant</b>        | 50 Leawood Drive<br>Gardner, KS 66031                       | 2 – 2,500 gallon Urea Ammonium Nitrate (UAN)<br>2 – 1,000 gallon Aluminum Sulfate short load bulk<br>1 – 2,300 gallon Ferrous Chloride split bulk<br>55 gallon drums Phosphoric Acid                                                                                                                                                                                                                                                                                         |
| Lone Elm Pump Station                      | 21460 W. 183 <sup>rd</sup> Street<br>Spring Hill, KS 66083  | 1 – 4,400 gallon Bioxide                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| East Gardner                               |                                                             | 1 – 3,000 gallon Bioxide                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| West Gardner                               |                                                             | 1 – 3,000 gallon Bioxide                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Tomahawk Creek Plant</b>                | 10701 Lee Boulevard<br>Leawood, KS 66211                    | 4 – 8,700 gallon Sodium Hypochlorite bulk<br>2 – 6,500 Sodium Bisulfite bulk<br>4 – 8,700 gallon Ferric Chloride bulk<br>2 – 8,700 gallon MicroC<br>1 – 7,600 gallon Sodium Hydroxide/Caustic Soda (25%) bulk<br>200 to 350 gallon totes Sodium Hypochlorite<br>200 to 350 gallon totes Sodium Bisulfite                                                                                                                                                                     |
| Pump Station-under design                  | 90 <sup>th</sup> & Stateline                                | TBD Bioxide                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Pump Station-under design                  | 104 <sup>th</sup> & Stateline                               | TBD Bioxide                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Middle Basin Plant</b>                  | 10001 College Boulevard<br>Overland Park, KS 66210          | 5 – 3,100 gallon Sodium Hypochlorite bulk<br>1 – 5,500 gallon Sodium Hypochlorite bulk<br>2 – 10,000 gallon Ferric Chloride bulk<br>1 – 6,000 gallon Sodium Hydroxide/Caustic Soda bulk<br>200 to 350 gallon totes Sodium Bisulfite                                                                                                                                                                                                                                          |
| <b>Nelson Complex Plant</b>                | 5901 Foxridge Drive<br>Mission, KS 66202                    | 2 – 1,800 gallon Sodium Hypochlorite split bulk<br>1 – 6,500 gallon Sodium Hypochlorite split bulk<br>1 – 6,500 gallon Sodium Hypochlorite split bulk<br>1 – 2,000 gallon Sodium Hypochlorite split bulk<br>1 – 400 gallon Sodium Hypochlorite split bulk<br>1 – 6,500 gallon Sodium Bisulfite split bulk<br>2 – 8,700 gallon Ferric Chloride<br>1 – 6,500 gallon Ferric Chloride<br>200 to 350 gallon totes Sodium Hypochlorite<br>200 to 350 gallon totes Sodium Bisulfite |
| Turkey Creek Foxridge Pump Station & PEFTF | 6700 Foxridge Drive<br>Mission, KS 66202                    | 2 – 6,500 gallon Sodium Hypochlorite split bulk<br>1 – 5,400 Sodium Bisulfite split bulk                                                                                                                                                                                                                                                                                                                                                                                     |
| Belinder Pump Station & PEFTF              | 5700 Belinder<br>Fairway, KS 66208                          | 2 – 4,000 gallon Sodium Hypochlorite split bulk<br>2 – 1,550 gallon Bioxide                                                                                                                                                                                                                                                                                                                                                                                                  |
| Martway PEFTF                              | 5395 Martway<br>Mission, KS 66202                           | 4 – 2,400 gallon Sodium Hypochlorite split bulk<br>2 – 755 gallon Sodium Bisulfite split bulk<br>1 – 5,400 gallon Bioxide                                                                                                                                                                                                                                                                                                                                                    |

|                                     |                                                            |                                                                                                                           |
|-------------------------------------|------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------|
| 75 <sup>th</sup> & Nall PEFTF       | 5500 W. 75 <sup>th</sup> Street<br>Overland Park, KS 66204 | 4 – 2,500 gallon Sodium Hypochlorite split bulk<br>2 – 550 gallon Sodium Bisulfite split bulk<br>2 – 3,150 gallon Bioxide |
| <b>Mill Creek Regional Plant</b>    | 20001 W. 47 <sup>th</sup> Street<br>Shawnee, KS 66218      | N/A                                                                                                                       |
| Cedar Creek #3 Pump Station         | 9695 S. Cedar Creek Road<br>Olathe, KS 66061               | 1 – 4,400 gallon Bioxide                                                                                                  |
| Hayes Creek Pump Station            | 17491 Johnson Drive<br>Shawnee, KS 66216                   | 1 – 4,400 gallon Bioxide                                                                                                  |
| Mill Creek #3 Pump Station          | 17355 Barkley Drive<br>Lenexa, KS 66227                    | 1 – 1,550 gallon Bioxide                                                                                                  |
| Shawnee Mission Theatre in the Park | 79 <sup>th</sup> & Renner Road<br>Shawnee, KS 66216        | 1 – 1,550 gallon Bioxide                                                                                                  |



BIDDER:

Brenntag Mid-South, Inc.

## Addendum 2 Appendix A - Issued 3/29/24

| Item #     | Description                                                                                                                                                                                              | Agency         | Department                                                                                                                                                                                                                         | Unit of Measure | Est. Qty | Unit Price:              | Total Price:                       | MOQ                          | Percentage Bidding: |
|------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|----------|--------------------------|------------------------------------|------------------------------|---------------------|
| 1          | ALUMINUM SULFATE (Alum) 45 - 55% solution. .                                                                                                                                                             | JOCO           | JOCO New Century Airport WWTP - takes approximately 1,600 gallons per delivery (18,000 LB per delivery)                                                                                                                            | GALLONS (bulk)  | 10,000   | \$2.65gal                | \$0.00<br>\$26,500.00              |                              | 50 %                |
| 2          | BIOXIDE Odor control                                                                                                                                                                                     | JOCO           | JOCO ICW (Deliveries of 2400 gallons or more, per shipment and delivered may include two or more locations).                                                                                                                       | GALLONS (bulk)  | 330,000  | \$3.2890gal<br>\$2.75gal | \$0.00<br>\$1,085,370.00           | Min 2400 gal<br>Min 4000 gal |                     |
| 3          | CAUSTIC SODA, 25% Solution                                                                                                                                                                               | JOCO           | JOCO Tomahawk                                                                                                                                                                                                                      | GALLONS (bulk)  | 10,000   | \$1.49gal                | \$0.00<br>\$14,900.00              | Min 2000 gal                 | 20 %                |
| 4          | CAUSTIC SODA, 45-50% solution, 55 gallon drums                                                                                                                                                           | JOCO           | JOCO Blue River, Nelson Complex                                                                                                                                                                                                    | DRUMS (55 gal)  | 60       |                          | \$0.00<br>\$13,104.00              |                              | 50 %                |
| 5          | CAUSTIC SODA, 45-50% Solution, bulk liquid                                                                                                                                                               | JOCO           | JOCO Middle Basin                                                                                                                                                                                                                  | GALLONS (bulk)  | 15,000   |                          | \$0.00<br>\$42,750.00              | Min 2000 gal                 | 50 %                |
| 6          | FERRIC CHLORIDE 37% (37-47%)                                                                                                                                                                             | JOCO           | Tomahawk (165,000), Middle Basin (250,000), Nelson Complex (400,000)                                                                                                                                                               | GALLONS (bulk)  | 815,000  | No Bid                   | \$0.00                             |                              | %                   |
| 7          | FERROUS CHLORIDE - (FeCl2), 18-26% Solution, bulk liquid.                                                                                                                                                | JOCO           | JOCO New Century and Blue River WWTP                                                                                                                                                                                               | GALLONS (bulk)  | 60,000   | No Bid                   | \$0.00                             |                              | %                   |
| 8          | MICRO-C 2000, glycerin based, non-hazardous for denitrification                                                                                                                                          | JOCO           | Blue River (112,000), Tomahawk (117,000)                                                                                                                                                                                           | GALLONS (bulk)  | 230,000  | No Bid                   | \$0.00                             |                              |                     |
| 9          | PHOSPHORIC ACID - Percent (%) equivalent H3PO4, minimum 75%. Specific gravity @ 6 F/15.5 C minimum 1.574. 55 gallon drum.                                                                                | JOCO           | JOCO New Century WWTP                                                                                                                                                                                                              | DRUMS (700 LB)  | 200      |                          | \$0.00<br>\$142,000.00             |                              | 75 %                |
| 10         | SODIUM HYPOCHLORITE Solution, 12.5% (by weight) technical grade.                                                                                                                                         | INDEP and JOCO | INDEP Water & Pollution Control Plant (90,000) and JOCO (550,000 combined est.) Tomahawk (220,000), Nelson Complex (215,000), Middle Basin (50,000), Blue River (35,000), Belinder, Martway, 75th & Nail --- FULL TRUCK LOAD (FTL) | GALLONS (bulk)  | 640,000  |                          | \$0.00                             | FTL                          | 12.5 %              |
| 11         | SODIUM BISULFITE 35-45% Solution                                                                                                                                                                         | JOCO           | LESS THAN TRUCKLOAD (LTL).                                                                                                                                                                                                         | GALLONS (bulk)  |          | \$1.94gal<br>\$2.20gal   | \$1,241,600.00                     | LTL                          |                     |
| 12         | SODIUM BISULFITE (NaHSO3), Bulk liquid, 38% - 40% as NaHSO3, by weight. Each shipment to be assayed with assay results delivered with shipment. Johnson County - Delivery to be in 4,000 gallon amounts. | JOCO           | JOCO Tomahawk, Middle Basin, Blue River, Nelson                                                                                                                                                                                    | TOTES (330 Gal) | 30       | \$852.45ea               | \$0.00<br>\$25,573.50              |                              | 40 %                |
| 12 (A) NEW | SODIUM BISULFITE **Same description as item 12                                                                                                                                                           | JOCO           | JOCO Tomahawk (130,000) and Nelson (70,000)                                                                                                                                                                                        | GALLONS (bulk)  | 200,000  |                          | \$0.00                             |                              |                     |
| 13         | SODIUM HYDROXIDE, 50% Membrane NSF, Bulk                                                                                                                                                                 | JOCO           | 5 day lead time<br>JOCO Turkey Creek Pump Station<br>5 day lead time<br>JOCO Middle Basin                                                                                                                                          | GALLONS (bulk)  | 1,000    | \$0.2020lb<br>\$0.2550lb | \$40,400.00<br>\$255.00            | FTL<br>LTL                   |                     |
| 14         | SODIUM HYPOCHLORITE 10-15% Solution,                                                                                                                                                                     | JOCO           | JOCO Tomahawk and Nelson Complex                                                                                                                                                                                                   | LBS             | 25,000   | \$0.2240lb<br>\$925.50ea | \$0.00<br>\$5,600.00<br>\$9,255.00 | Min 20,000lb                 | 12.5 %              |



BIDDER: Brenntag Mid-South, Inc.

## Addendum 2 Appendix A - Issued 3/29/24

| Item #     | Description                                                                                                                                                                                     | Agency | Department                                           | Unit of Measure       | Est. Qty | Unit Price:              | Total Price:          | MOQ | Percentage Bidding: |
|------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|------------------------------------------------------|-----------------------|----------|--------------------------|-----------------------|-----|---------------------|
| 15         | SODIUM HYPOCHLORITE 10-15% Solution.                                                                                                                                                            | JOCO   | JOCO Tomahawk and Nelson Complex                     | TOTES (250 Gal)       | 10       | \$775.25ea               | \$0.00<br>\$7,752.50  |     | 12.5 %              |
| 16         | UREA AMMONIUM NITRATE (UAN), 100% Solution                                                                                                                                                      | JOCO   | JOCO New Century WWTP (3,000 gallons delivery)       | GALLONS (bulk)        | 10,000   | \$4.20gal                | \$0.00<br>\$42,000.00 |     | 32 %                |
| 17         | ANHYDROUS AMMONIA, 150 lb. cylinders meeting ANSI/AWWA B305-15. Contractor shall fill cylinders and re-pack or replace stems on cylinders. Deliver to the Water Department Courtney Bend Plant. | INDEP  | INDEP Water Dept.                                    | CYLINDERS (150 LB)    | 240      |                          | \$0.00                |     |                     |
| 18         | CALCIUM HYPOCHLORITE INDUCLOR, 100-lb. fiber drum, granular, 65% available chlorine. Must meet                                                                                                  | INDEP  | INDEP Water & Pollution Control                      | DRUMS (100 LB)        | 14       | \$212.50ea               | \$51,000.00           |     |                     |
| 19         | CAUSTIC SODA Beads, 500-lb in 55-gallon drum                                                                                                                                                    | INDEP  | INDEP Water & Pollution Control                      | DRUMS (55 gal)        | 6        | \$239.00ea               | \$3,346.00            |     |                     |
| 20         | CHLORINE, LIQUID, per standard B301-18.                                                                                                                                                         | INDEP  | INDEP Water Dept                                     | CYLINDERS (1 ton)     | 144      | \$555.40ea               | \$3,332.40            |     |                     |
| 21         | HYDROCHLORIC ACID, 20 BE. Must meet ANSI/NSF standard #60 for drinking water.                                                                                                                   | INDEP  | INDEP Water Dept.                                    | CARBOYS - 140 LB each | 25       | \$2,450.00ea             | \$352,800.00          |     |                     |
| 22         | LIQUID CAUSTIC SODA, 50% rayon grade.                                                                                                                                                           | INDEP  | INDEP Water & Pollution Control (Bi-annual ordering) | DRUMS (680 LB)        | 3        | \$79.25ea                | \$1,981.25            |     |                     |
| 23         | SODIUM BISULFITE (NaHSO3), Bulk liquid, 38% - 40% as NaHSO3, by weight. Each shipment to be assayed with assay results delivered with shipment. *Requires minimum 1,000 gallon delivery.        | INDEP  | INDEP Water & Pollution Control                      | GALLONS (bulk)        | 64,000   | \$221.39ea<br>\$0.2020lb | \$0.00<br>\$12,928.00 | FTL | 40 %                |
| 24         | SODIUM HEXAMETAPHOSPHATE, 50 lbs granular bag, meeting ANSI/AWWA standard #60 for drinking water. Per specification B502-17 and ANSI/NSF.                                                       | INDEP  | INDEP Water Dept.                                    | BAGS (50 LB)          | 1,440    | \$0.2550lb               | \$0.00                | LTL |                     |
| 25         | SODIUM HYPOCHLORITE Solution 10% grade. Must meet ANSI/NSF standard #60 for drinking water                                                                                                      | INDEP  | INDEP Water Dept.                                    | DRUMS (55 gal)        | 16       | \$114.50ea               | \$164,880.00          |     |                     |
| BID TOTAL: |                                                                                                                                                                                                 |        |                                                      |                       |          |                          | \$0.00<br>\$2,635.20  |     |                     |

\$3,290,627.02



# City of Independence

## AGENDA ITEM COVER SHEET

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**Agenda Title:**

Council action is requested to authorize the expenditure of \$3,619,750.00 for fuel and fuel oil purchases during fiscal year 2025–2026. The purchases will be made from Frazier Oil & LP Gas Company, Inc. to support the operational needs of the Fire Department, Municipal Services, and Power & Light Department.

**Recommendations:**

Council approval is recommended.

**Background:**

The Fire, Municipal Services, and Power & Light Departments rely on fuel purchased from Frazier Oil & LP Gas Company, Inc. to operate their fleet of vehicles and perform daily operations. In addition, the Power & Light Department occasionally requires fuel oil deliveries for Substations I and J. These deliveries are necessary to replenish fuel consumed during generation events requested by the Southwest Power Pool, of which the City's Power & Light Department (IPL) is a participating member. This is a routine operational expense for the Transmission and Distribution Division.

Fuel and fuel oil are procured from Frazier Oil & LP Gas Company, Inc., with whom the City maintains a contract for fuel delivery services. This contract is based on cooperative contract EV1848, issued by the City of Kansas City, Missouri. In accordance with Section 8.06.004, Paragraph 4 of the City Code, competitive bidding is not required when purchases are made through a cooperative contract established by a government purchasing entity or cooperative. These contracts are established under the authority of RSMo. 70.220 or through generally accepted governmental procurement practices involving a competitive bidding process. Approval of this item also authorizes the City to execute change orders up to ten percent (10%) of the authorized amount, provided that sufficient appropriations are available.

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

The fiscal impact to the City totals \$3,619,750.00. Funding for the fuel oil is included in the fiscal year 2025-2026 budgets:

| Fund           | Department    | Division                | Page # | Acct #       | Amount      |
|----------------|---------------|-------------------------|--------|--------------|-------------|
| Power & Light  | Power & Light | Purchased Power         | 250    | 0206145-5309 | \$2,200,000 |
| Power & Light  | Power & Light | Vehicle Maintenance     | 258    | 0206123-5316 | \$266,750   |
| Sanitary Sewer | Mun. Services | Collection System Main. | 176    | 0305230-5314 | \$125,000   |
| Stormwater     | Mun. Services | Storm Water Main.       | 170    | 0135262-5316 | \$50,000    |

|                |               |                |     |              |                    |
|----------------|---------------|----------------|-----|--------------|--------------------|
| Water          | Mun. Services | Water          | 185 | 0404840-5314 | \$112,000          |
| Fire Sales Tax | Fire          | Operations     | 208 | 0174621-5316 | \$16,000           |
| Central Garage | Mun. Services | Central Garage | 171 | 0905121-5316 | \$850,000          |
| <b>Total</b>   |               |                |     |              | <b>\$3,619,750</b> |

**Council Action:**

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|                     |                   |
|---------------------|-------------------|
| <b>Department /</b> | Power and Light / |
| <b>Contact</b>      |                   |

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**REVIEWERS**

Richard Kemple  
 Melissa Cabrera  
 Jeremy Cover  
 Andrew Frazier  
 Zachary Walker  
 Susanne Holland

**ATTACHMENTS:**

1. Management Analyst Frazier Oil Memo



## MEMORANDUM

DATE: July 11<sup>th</sup>, 2025  
TO: Honorable Mayor & Members of the City Council  
FROM: Andrew R. Frazier, Management Analyst  
SUBJECT: Independence Power & Light Fuel Oil Purchase



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

Before you is a consent item on the Agenda that authorizes the City Manager to enter into agreements with Frazier Oil & Gas Company in the amount of \$ 3,619,750.00 to meet IPL's fuel oil needs. It should be noted that this is not a one-time purchase. IPL plans to potentially spend up to the aforementioned amount throughout the fiscal year, based on their needs.

City staff have provided me with all relevant information. Given that this agreement is not a one-time purchase, I still found no provision that would be considered harmful or unacceptable to the City.

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

Respectfully,

Andrew R. Frazier, MPA,  
Management Analyst

- C. Zachary Walker, City Manager  
Lisa Reynolds, Director of Municipal Services  
Joe Hegendeff, Director of Independence Power & Light  
Susanne Holland, City Clerk

# City of Independence

## AGENDA ITEM COVER SHEET

---

**Agenda Title:**

Council action is requested to issue a purchase order for \$602,000 to Enterprise FM Trust for 73 Vehicle Leases for the Fleet Division of the Municipal Services Department.

**Recommendations:**

Council approval is recommended.

**Background:**

This request is for the funding of the city's vehicle lease program. Details of the program to date are below.

|                                                                |                    |
|----------------------------------------------------------------|--------------------|
| Enterprise City of Independence initial fleet auction proceeds | \$268,675          |
| Loan paid off to IPL for 9 Electric Vehicle (EV) Bolt purchase | <u>(\$165,750)</u> |
| <b>Revenue balance after EV loan payoff</b>                    | <b>\$102,925</b>   |
| Revenue Balance                                                | \$102,925          |
| Revenue for Purple Wave sales for lease                        | \$107,300          |
| Revenue from transfer of F-150's to Parks                      | <u>\$104,200</u>   |
| <b>Total initial lease seed money</b>                          | <b>\$314,425</b>   |
| Initial lease seed money                                       | \$314,425          |
| Lease Auction Revenue                                          | <u>\$904,320</u>   |
| <b>Total funds for lease payments to date</b>                  | <b>\$1,218,745</b> |

| Enterprise PO  | Fiscal Year | Amount Paid        |
|----------------|-------------|--------------------|
| 1004-1025-1030 | 2021        | \$23,378           |
| 22000046       | 2022        | \$216,921          |
| 23000039       | 2023        | \$120,522          |
| 24000769       | 2024        | \$333,206          |
| 25000079       | 2025        | <u>\$579,634</u>   |
|                |             | <b>\$1,273,662</b> |

Enterprise FM Trust was selected to provide the leasing per the terms and conditions of the national Sourcewell contract, contract # 030122-EFM.

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 will have been established pursuant to RSMo. 70.220 or generally accepted governmental purchasing practices through

the competitive bidding process.

Approval of this item authorizes the Finance Director to issue change orders up to a total of ten (10) percent of the original authorized amount, so long as appropriations are available.

**Emergency Justification:**

**Fiscal Impact:**

The fiscal impact to the City is \$602,000. The fleet funding for leasing is in the 2025-2026 adopted fiscal budget, page 171, account number (0905121-5236) Leases and revenues from auction proceeds.

**Council Action:**

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

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**REVIEWERS**

Richard Kemple  
Melissa Cabrera  
Jeremy Cover  
Zachary Walker  
Susanne Holland

**ATTACHMENTS:**

1. Enterprise Fleet Sourcewell Contract 030122-EFM thru 4-18-26

**Solicitation Number: RFP #030122****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Enterprise Fleet Management, Inc., 600 Corporate Park Drive, St. Louis, MO 63105 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Fleet Management Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

**1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires April 18, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Equipment, product, or service warranties will be provided by the manufacturer or service provider. Supplier will assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer or service provider. Any manufacturer's or service provider's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

In the event that Equipment and Products arrive in a defective or inoperable condition, the Participating Entity must promptly bring any such condition to Supplier's attention. Supplier will then provide commercially reasonable assistance to the Participating Entity in any communication or negotiation with the Equipment and Product's manufacturer or dealer, as applicable, with respect to claims relating to such condition.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Supplier Development Administrator. This approved form is available from the assigned Sourcwell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.



A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order prior to the applicable Equipment and Product manufacturer or dealer deadline, in whole or in part, immediately upon notice to Supplier in the event of any of the following:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

Any termination thereafter will be governed by the terms and conditions of Supplier's affiliates' Master Lease Agreement.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## **7. CUSTOMER SERVICE**

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;

- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should

note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

## **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract, with respect to the subject matter hereof, represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

## **11. INDEMNITY AND HOLD HARMLESS**

Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any third-party claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

Indemnity obligations between Supplier and any Participating Entity, if any, will be as set forth in the applicable Supplier's affiliates' Master Lease Agreement.

## **12. GOVERNMENT DATA PRACTICES**

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

## **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

### **A. INTELLECTUAL PROPERTY**

#### **1. *Grant of License.*** During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
- b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

#### **2. *Limited Right of Sublicense.*** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

**3. *Use; Quality Control.***

- a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. **Termination.** Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

#### **15. FORCE MAJEURE**

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

#### **16. SEVERABILITY**

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

#### **17. PERFORMANCE, DEFAULT, AND REMEDIES**

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated



or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## 18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.



Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

## **21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the

procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** Intentionally omitted.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Intentionally omitted.

D. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** Intentionally omitted.

E. **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Intentionally omitted.

F. **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award

covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. Intentionally omitted.

J. BUY AMERICAN PROVISIONS COMPLIANCE. Intentionally omitted.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). Intentionally omitted.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. Intentionally omitted.

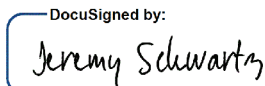
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

## 22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Enterprise Fleet Management, Inc.

DocuSigned by:  
  
C0FD2A139D06489...

By: \_\_\_\_\_

Jeremy Schwartz

Title: Chief Procurement Officer

5/4/2022 | 9:11 AM CDT

Date: \_\_\_\_\_

DocuSigned by:  
  
EFC279C1DE8D465...

By: \_\_\_\_\_

Dain Giesie

Title: Vice President

5/4/2022 | 2:58 PM CDT

Date: \_\_\_\_\_

030122-EFM

Approved:

DocuSigned by:  
  
7E42B8F817A64CC...

By: \_\_\_\_\_

Chad Coauette

Title: Executive Director/CEO

5/4/2022 | 3:23 PM CDT

Date: \_\_\_\_\_

# RFP 030122 - Fleet Management Services

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## Vendor Details

Company Name: Enterprise Fleet Management, Inc.

Does your company conduct business under any other name? If yes, please state: MO

Address: 600 Corporate Park Dr.  
St. Louis, MO 63050

Contact: Dain Giesie

Email: Dain.E.Giesie@efleets.com

Phone: 314-274-5428

Fax: 314-274-5428

HST#: 43-1697807

## Submission Details

Created On: Tuesday February 01, 2022 10:13:18

Submitted On: Tuesday March 01, 2022 16:13:51

Submitted By: Dain Giesie

Email: Dain.E.Giesie@efleets.com

Transaction #: 53316618-72bf-4ca3-ad36-3ffb0fdf4609

Submitter's IP Address: 4.30.165.86

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

| Line Item | Question                                                                                                                                                                                                                                                                               | Response *                                                                     |   |
|-----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|---|
| 1         | Proposer Legal Name (one legal entity only):<br>(In the event of award, will execute the resulting contract as "Supplier")                                                                                                                                                             | Enterprise Fleet Management, Inc.                                              | * |
| 2         | Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.                                                                                                                                                                  | N/A                                                                            | * |
| 3         | Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.                                                                                                                                                               | Enterprise Fleet Management                                                    | * |
| 4         | Provide your CAGE code or DUNS number:                                                                                                                                                                                                                                                 | 08-001-5860                                                                    | * |
| 5         | Proposer Physical Address:                                                                                                                                                                                                                                                             | 600 Corporate Park Drive, St. Louis, MO 63105                                  | * |
| 6         | Proposer website address (or addresses):                                                                                                                                                                                                                                               | efleets.com                                                                    | * |
| 7         | Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract): | Dain Giesie, Assistant Vice President, Dain.E.Giesie@efleets.com, 314-274-5428 | * |
| 8         | Proposer's primary contact for this proposal (name, title, address, email address & phone):                                                                                                                                                                                            | Dain Giesie, Assistant Vice President, Dain.E.Giesie@efleets.com, 314-274-5428 | * |
| 9         | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):                                                                                                                                                                                     | Michelle Rojas, Business Analyst, michelle.m.rojas@efleets.com, 314-274-4556   |   |

**Table 2: Company Information and Financial Strength**

| Line Item | Question | Response * |  |
|-----------|----------|------------|--|
|-----------|----------|------------|--|



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| 10 | Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.                                                                                                                                 | <p><b>Background and History</b></p> <p>In 1957, with seven cars and a hunch that customers would embrace the novel concept of leasing automobiles, Jack Taylor founded Executive Leasing Company, what is today known as Enterprise Rent-A-Car. Twelve years later, Enterprise began expanding outside of St. Louis.</p> <p>In 1992, Enterprise surpassed \$1 billion in annual revenue and had nearly 10,000 employees in its work force. Enterprise's leasing division became known as Enterprise Fleet Management, serving businesses with small- to mid-sized fleets.</p> <p>In August 2007, the Taylor family acquired the National Car Rental and Alamo Rent A Car businesses. Two years later our operating company adopted the name Enterprise Holdings.</p> <p>Today, with 75,000 employees, 1.85 million vehicles, and annual revenue of \$23.9 billion, Enterprise Fleet Management and Enterprise Holdings combine to form one of the largest transportation service providers in the world.</p> <p>Using the expertise that comes from managing such a large worldwide fleet, Enterprise Fleet Management has grown into one of the largest fleet management companies in the nation. We specialize in partnering with companies to develop customized fleet programs which are proven to drive down costs and streamline the processes.</p> <p><b>Founding Values</b></p> <p>Our founding values are a simple yet powerful set of beliefs that drives us and are how we hold ourselves accountable every day. Over the years we have formalized the values into a set of guiding principles that every employee can understand and embrace:</p> <p>Our brands are the most valuable things we own.<br/> Personal honesty and integrity are the foundation of our success.<br/> Customer service is our way of life.<br/> Our company is a fun and friendly place, where teamwork rules.<br/> We work hard...and we reward hard work.<br/> Great things happen when we listen...to our customers and to each other.<br/> We strengthen our communities, one neighborhood at a time.<br/> Our doors are open.</p> <p><b>Business Philosophy</b></p> <p>Our goal is to create lifelong relationships with all our Enterprise customers and to exceed expectations through superior customer service. Our founding values are one of the many ways in which we remind ourselves to put our customers' needs first. The result has been millions of satisfied Enterprise customers, thousands of successful employees, and a company that continues to grow.</p> | * |
| 11 | What are your company's expectations in the event of an award?                                                                                                                                                                                                                                                       | <p>Our goal as a fleet management company is to work with our clients to develop a long-term, sustainable fleet program that will lower their total cost of ownership. We accomplish this through our localized, hands-on approach to account management, industry-leading products and services, technology, and 65 years of experience managing vehicles. As the awarded vendor, Enterprise Fleet Management will work directly with your member agencies to proactively create, implement and manage a cost-effective total transportation solution.</p> <p>It would be Enterprise's expectation that Sourcewell and its employees work in conjunction with Enterprise's local teams to identify optimal strategies on ways to best serve the members.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | * |
| 12 | Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. | <p>Ranked on the Forbes America's Largest Private Companies list, Enterprise Fleet Management, together with our affiliate Enterprise Holdings, is unparalleled in size, strength and stability. As a privately held company, it is not our practice to publicly distribute consolidated financial information. However, our conservative and disciplined long-term approach to managing our business has earned us, by far, the strongest balance sheet in our industry.</p> <p>Standard and Poor's Rating Services recently upgraded Enterprise Fleet Management Inc.'s corporate credit rating to BBB+ from BBB. This reflects the financial strength of our company and our long-term approach to our business.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | * |
| 13 | What is your US market share for the solutions that you are proposing?                                                                                                                                                                                                                                               | <p>Recently, Enterprise Fleet Management was ranked the largest fleet management provider in the United State, according to Automotive Fleet's 2021 Fact Book. We have been operating in the industry for decades. This stability has enabled us to pursue consistently conservative growth and residual value targets, while limiting operational and credit risk. Enterprise's positive outlook reflects our expectations that the company will maintain its industry-leading position in the automotive fleet leasing industry.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | * |

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|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 14 | What is your Canadian market share for the solutions that you are proposing?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Currently, Enterprise manages 5,000 leased units, 10,000 non-leased units and over 80,000 rentals across Canada. Enterprise has about 1 percent of the fleet management and leasing market and over 50 percent of the rental market. Enterprise Fleet Management is currently growing at 18.6 percent annually in Canada and over 200 percent in Western Canada. | * |
| 15 | Has your business ever petitioned for bankruptcy protection? If so, explain in detail.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | No.                                                                                                                                                                                                                                                                                                                                                              | * |
| 16 | How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.<br>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?<br>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party? | Service provider                                                                                                                                                                                                                                                                                                                                                 | * |
| 17 | If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <ul style="list-style-type: none"> <li>o Alberta Corporate License number: 2116040300</li> <li>o Saskatchewan Corporate License number: 101184133</li> <li>o Manitoba Corporate License number: 6262881</li> <li>o GST number: 82540 4205 RT0001:</li> <li>o Saskatchewan PST number: 2476059</li> <li>o Manitoba PST number: 82540 4205 MC0001</li> </ul>       | * |
| 18 | Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | N/A                                                                                                                                                                                                                                                                                                                                                              | * |

**Table 3: Industry Recognition & Marketplace Success**

| Line Item | Question                                                                                                                                                                       | Response *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |   |
|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 19        | Describe any relevant industry awards or recognition that your company has received in the past five years                                                                     | Enterprise Fleet Management has a distinguished history of receiving awards and accolades. A selection of major honors received in recent years is included below and can also be found on our website.<br><br>Blue Seal of Excellence from the National Institute for Automotive Service Excellence (ASE) (1997-2020 – 24 years straight)<br>Silver Stevie Award, Innovation in Sales from the Stevie Awards for Sales & Customer Service (2020)<br>Silver Stevie Award, Best Use of Technology in Sales from the Stevie Awards for Sales & Customer Service (2020)<br>Bronze Stevie Award, Innovation in Customer Service from the Stevie Awards for Sales & Customer Service (2020)<br>Bronze Stevie Award, Best Use of Technology in Customer Service from the Stevie Awards for Sales & Customer Service (2020) | * |
| 20        | What percentage of your sales are to the governmental sector in the past three years                                                                                           | Enterprise Fleet Management is a privately owned family run business and does not release specific performance numbers to the public. Owned by the Taylor family of St Louis since 1957, Enterprise Fleet Management operates a network of more than 50 fully staffed offices, which manages a fleet of more than 710,00 vehicles in the U.S and Canada. Enterprise Fleet Management provides services to hundreds of public and private schools, colleges, universities, cities, counties, and other government entities nationwide to manage tens of thousands of government vehicles. There have been no clients that have terminated a contract for non-performance.                                                                                                                                             | * |
| 21        | What percentage of your sales are to the education sector in the past three years                                                                                              | Enterprise Fleet Management is a privately owned family run business and does not release specific performance numbers to the public. Owned by the Taylor family of St Louis since 1957, Enterprise Fleet Management operates a network of more than 50 fully staffed offices, which manages a fleet of more than 710,00 vehicles in the U.S and Canada. Enterprise Fleet Management provides services to hundreds of public and private schools, colleges, universities, cities, counties, and other government entities nationwide to manage tens of thousands of government vehicles. There have been no clients that have terminated a contract for non-performance.                                                                                                                                             | * |
| 22        | List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?          | Enterprise Fleet Management partners with Sourcwell, TIPS, and E&I for cooperative purchasing. As a privately held company we do not release specific performance numbers to the public. Enterprise Fleet Management provides services through the use of purchasing co-ops to all public and private schools, colleges, universities, cities, counties, and other government entities.                                                                                                                                                                                                                                                                                                                                                                                                                              | * |
| 23        | List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years? | Enterprise Fleet Management, Inc. does not hold any contracts directly with the GSA.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | * |

**Table 4: References/Testimonials**

**Line Item 24.** Supply reference information from three customers who are eligible to be Sourcwell participating entities.

| Entity Name *                     | Contact Name *                         | Phone Number * |   |
|-----------------------------------|----------------------------------------|----------------|---|
| Kenosha Unified School District   | Dan Aiello, Grounds and Vehicle Repair | (262) 359-7541 | * |
| City of Ruston                    | Michelle Colvin, Purchasing Agent      | (318) 251-8631 | * |
| Kings Mosquito Abatement District | Michael Cavanagh, General Manager      | (559) 584-3326 | * |

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

| Entity Name                                   | Entity Type * | State / Province * | Scope of Work *                                                                                 | Size of Transactions * | Dollar Volume Past Three Years * |   |
|-----------------------------------------------|---------------|--------------------|-------------------------------------------------------------------------------------------------|------------------------|----------------------------------|---|
| Village Center Community Development District | Education     | Florida - FL       | Fleet Management Services for 101 vehicles.                                                     | 213 vehicles delivered | \$1,903,139                      | * |
| City of Roswell, Georgia                      | Government    | Georgia - GA       | Fleet Management Services for 280 vehicles including Accident Management.                       | 117 vehicles delivered | \$2,871,939                      | * |
| City of Rockville                             | Government    | Maryland - MD      | Fleet Management Services for 189 vehicles                                                      | 74 vehicles delivered  | \$2,334,939                      | * |
| City of Murrieta                              | Government    | California - CA    | Fleet Management Services for 44 vehicles including full maintenance and maintenance management | 73 vehicles delivered  | \$2,698,024                      | * |
| City of Newton                                | Government    | Maine - ME         | Fleet Management Services for 68 vehicles                                                       | 61 vehicles delivered  | \$1,350,606                      | * |

Table 6: Ability to Sell and Deliver Service

Describe your company’s capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

| Line Item | Question | Response * |
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|----|-----------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 26 | Sales force.                                  | <p>Enterprise Fleet Management has experienced leadership at both the corporate and local level. This allows our regional group offices to make decisions at the local level to meet their customers' needs, while providing overall support, infrastructure and centralized services from our corporate teams.</p> <p>Each of our more than 50 Enterprise Fleet Management offices are staffed with more than 500 sales professionals to handle all areas of our customers' fleet programs, including sales. Key positions within the local teams include:</p> <p><b>Fleet Management Director</b></p> <ul style="list-style-type: none"> <li>• The director of the local leadership team who can assist in resolving escalated customer service needs regarding the Sourcewell's fleet management services.</li> </ul> <p><b>Fleet Strategy Manager</b></p> <ul style="list-style-type: none"> <li>• Works with Client Strategy Manager to maximize resale/disposal of fleet vehicles</li> <li>• Works with wholesalers nationwide to sell vehicles in an average of 23 days</li> </ul> <p><b>Finance Manager</b></p> <ul style="list-style-type: none"> <li>• A member of the local leadership team who can assist in resolving escalated customer service needs regarding the financing of Sourcewell's fleet.</li> </ul> <p><b>Account Executive</b></p> <ul style="list-style-type: none"> <li>• Designs, reviews and implements fleet management programs</li> <li>• Supports the Client Strategy Manager in handling Sourcewell's ongoing fleet needs</li> </ul> <p><b>Area Sales Manager</b></p> <ul style="list-style-type: none"> <li>• Provides a managerial oversight to the Account Executive and Client Strategy Manager and can provide additional support to Sourcewell as needed</li> </ul> <p><b>Client Strategy Manager</b></p> <ul style="list-style-type: none"> <li>• Implements fleet management programs specifically designed for Sourcewell</li> <li>• Reviews Sourcewell's Fleet Profile on a regular basis</li> <li>• Proactively forecasts vehicle replacement needs</li> <li>• Secondary point of contact for fleet related matters</li> </ul> <p><b>Account Fleet Coordinator</b></p> <ul style="list-style-type: none"> <li>• Primary contact for Sourcewell's fleet needs</li> <li>• Administers all day-to-day fleet-related matters</li> <li>• Works with Client Strategy Manager to provide turnkey fleet management</li> <li>• Works directly with Sourcewell's employees on fleet issues</li> </ul> |
| 27 | Dealer network or other distribution methods. | <p>As the largest purchaser of vehicles in North America, Enterprise has the ability to acquire vehicles from nearly any manufacturer. We can also offer both new and used vehicles from existing inventory.</p> <p><b>Vehicle Delivery</b></p> <p>Enterprise Fleet Management has 17,000 dealers in our database through which we can arrange vehicle delivery. Unless defined otherwise, we start our search for courtesy delivery (CD) dealers with fees under \$150 and within 35 miles of the driver. We shop for the best deal for all parties and always look for volume discount opportunities. When applicable we use the same dealers continuously to ensure they understand Enterprise and our customers' expectations. We have detailed instructions letting the dealer know step-by-step what is needed for a smooth transaction, including payment.</p> <p>This is what we expect from our CD dealers:</p> <ul style="list-style-type: none"> <li>• Acceptance of vehicle, including inspection for damage or missing equipment.</li> <li>• Filing of claims and making arrangements for any necessary repairs.</li> <li>• Preparation of vehicle for delivery, including performing the post-delivery inspection, cleaning the vehicle, and installing any equipment.</li> <li>• Timely delivery of vehicle to driver, including providing excellent customer service and a demonstration of the vehicle.</li> <li>• Application for Title and Registration with the state and installation of license plates or temporary tags.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |

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|----|-------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 28 | Service force.                                                                                                                                        | <p>Call Center</p> <p>Enterprise Fleet Management has a call center with a single toll-free number for all customer support related to vehicle maintenance, roadside assistance, and accident management. The call center is staffed exclusively by Enterprise Fleet Management associates.</p> <p>Our maintenance team's hours are 6 a.m. to 9 p.m. CST Monday through Friday, and 7 a.m. to 4 p.m. CST on Saturday. Our roadside team's hours are 6 a.m. to 7 p.m. Monday through Friday, and 7 a.m. to 4 p.m. on Saturday. Outside of these hours, roadside calls are routed to our partner vendors. Roadside assistance is available 24 hours a day, seven days a week.</p> <p>The National Service Department has a staff of approximately 240 people. We have 53 Maintenance Coordinators who handle preventative maintenance, fluid services, brakes, and tires, along with more than 110 Service Advisors who handle every type of repair — from an oil change to a transmission failure. In addition, we have approximately 39 Service Coordinators who set up tows, lockout services, jump starts, flat tire changes, and other related requests.</p> <p>Supplier Network</p> <p>Enterprise encourages the use of our more than 40,000 Preferred Partners to ensure the highest level of service and greatest value with lower downtimes. In total, Enterprise has established relationships with nearly 90,000 maintenance and repair shops nationwide, which includes dealers and National Account partners. National Account partners include: Firestone, Michelin, Pep Boys, Tire Kingdom, Jiffy Lube, Valvoline Instant Oil Change, Goodyear, Discount Tire, and Grease Monkey.</p> <p>Our partnerships give our customers access to a vast, nationwide network of vendors who are ready to perform routine maintenance and repairs outside of the vehicle warranties.</p> |
| 29 | Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others. | <p>Enterprise Fleet Management has a dedicated ordering team at our corporate office in St. Louis to place factory orders for each manufacturer. We have developed system tools and a database that allow us to transmit orders from department to department electronically. Our ordering team has access to many of the manufacturer systems, ordering guides, and assigned contacts for any ordering, scheduling, and tracking questions.</p> <p>We track orders with the manufacturers throughout the process. Drivers can also check their vehicle status through our website or through the Enterprise mobile app. Once the vehicles arrive, your Account Fleet Coordinator will work with each driver to coordinate the most convenient method of pickup or delivery for the driver team.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |

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| 30 | Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.                                                                                              | <p>Service Quality index (SQi) is an industry leading metric that is core to Enterprise values.</p> <p>Enterprise uses a Service Quality index (SQi) to measure customer satisfaction for each of our brands. ESQi enables Enterprise to link our employees' career and financial aspirations to consistent and superior service levels with every customer. ESQi is one of the many ways in which we remind ourselves to put our customers' needs first. We also use our customer satisfaction data to monitor changing industry trends, needed enhancements, and local service issues to continually improve and distinguish our service from the competition. The result has been millions of satisfied Enterprise customers, thousands of successful employees, and a company that continues to grow.</p> <p>Customer Service Philosophy</p> <p>Our goal is to create lifelong relationships with all our Enterprise customers and to exceed expectations through superior customer service. Our founding values are one of the many ways in which we remind ourselves to put our customers' needs first. The result has been millions of satisfied Enterprise customers, thousands of successful employees, and a company that continues to grow.</p> <p>Founding Values</p> <p>Our founding values are a simple yet powerful set of beliefs that drives us and are how we hold ourselves accountable every day. Over the years we have formalized the values into a set of guiding principles that every employee can understand and embrace:</p> <ul style="list-style-type: none"> <li>• Our brands are the most valuable things we own.</li> <li>• Personal honesty and integrity are the foundation of our success.</li> <li>• Customer service is our way of life.</li> <li>• Our company is a fun and friendly place, where teamwork rules.</li> <li>• We work hard...and we reward hard work.</li> <li>• Great things happen when we listen...to our customers and to each other.</li> <li>• We strengthen our communities, one neighborhood at a time.</li> <li>• Our doors are open.</li> </ul> | * |
| 31 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.                                                                                                                                                                                                             | Enterprise Fleet Management has 50 offices across North America staffed by more than 500 sales professionals. These sales professionals facilitate thousands of meetings each year where they are demonstrating how Enterprise Fleet Management's programs help government organizations. As part of these demonstrations it has become engrained in each salesperson to position our Sourcewell contract as the best way to implement our fleet strategies. They are trained to recommend cooperative purchasing contracts during the sales process as a means of improving the customer experience by reducing unnecessary friction.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | * |
| 32 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.                                                                                                                                                                                                                        | Enterprise Fleet Management is able to provide our full range of services to Sourcewell member agencies in Canada. We currently operate three teams in Canada.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | * |
| 33 | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.                                                                                                                                                                                                                     | Enterprise has a unique geographical footprint with more than 50 fleet management offices and more than 4,000 rental locations that will work with members in most geographic areas in North America to provide services or find a solution that fits the needs of the member.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | * |
| 34 | Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract? | Enterprise Fleet Management operates a network of more than 50 fully staffed offices, which manages a fleet of more than 710,00 vehicles in the U.S and Canada. Enterprise Fleet Management provides services to nearly 2,000 public and private schools, colleges, universities, cities, counties, and other government entities nationwide.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | * |
| 35 | Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.                                                                                                                                                                                               | Enterprise Fleet Management currently has lease vehicles in Hawaii, Alaska, and Puerto Rico and operate in accordance with local laws and statutes. All vehicles in Puerto Rico would have dealer stock pricing.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | * |



**Table 7: Marketing Plan**

| Line Item | Question                                                                                                                                                                                             | Response *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|-----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 36        | Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response. | Enterprise will work with Sourcwell to develop a customized marketing strategy that leverages our existing sales teams throughout North America. Because of our company's size and infrastructure, we can also scale up to meet higher demand at a moment's notice. Some of the marketing methods will include: <ul style="list-style-type: none"> <li>• A marketing banner on the Sourcwell website announcing the partnership and details</li> <li>• Targeting the largest members first to maximize the impact</li> <li>• Local sales teams will meet regularly with current and potential members</li> <li>• Direct-mail campaign with customized fliers featuring program information</li> </ul> |
| 37        | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.                                                                            | Enterprise Fleet Management uses our customer website (efleets.com) to provide company information and receive online inquiries. In the past, Enterprise Fleet Management has invested in and participated in re-targeting advertising; however, this is a rare occurrence. Enterprise prefers to partner with trusted industry leaders to advertise and communicate to our niche demographic. <p>Enterprise Fleet Management uses LinkedIn for recruiting purposes and does not presently leverage social media at a corporate level. We use Salesforce.com and the Pardot email platform to communicate with customers and prospects that have opted in to receive communications.</p>              |
| 38        | In your view, what is Sourcwell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcwell-awarded contract into your sales process?                                  | Enterprise Fleet Management has 50 fully staffed offices that are trained to recommend cooperative purchasing contracts during the sales process, we provide in depth training on how these contracts work and the benefits on utilizing them over other diligence options. Our expectation for Sourcwell would be to promote and send any leads to our management team and help answer specific questions from the governmental entity regarding utilizing the contract.                                                                                                                                                                                                                             |
| 39        | Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.            | Our ordering and procurement process is customized for each individual member based on their needs. Our dedicated account teams will meet with each individual member to determine what products and services are needed to create a menu price of vehicles that the member can utilize for ordering. After the selections are made, the member will receive a quote for each vehicle to be approved by the authorized signer.                                                                                                                                                                                                                                                                        |

**Table 8: Value-Added Attributes**

| Line Item | Question                                                                                                                                                                                                                                            | Response *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|-----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 40        | Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply. | Your account team will manage, provide and host all driver training and implementation services, including webinars, conference calls, printed materials, online videos, etc. We can provide a wide range of resources and efficient ways to implement these programs to ensure a great foundation for a long-term partnership. This local team will take complete ownership of these processes and take on all aspects of managing the transition and training. We will review all of the options with you and set out a clear plan to meet your needs and make this process as easy as possible for your company. <p>This will be customized to Sourcwell and your drivers' unique needs, and there are no additional costs for implementation and transition services, as this is standard and included in our service offering.</p> |



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|----|-----------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 41 | Describe any technological advances that your proposed products or services offer.                                                                  | <p>Enterprise Fleet Management uses a combination of online tools, technologies, and automated processes to give our customers complete oversight of their fleets, lower overall costs, and provide convenience for drivers and administrators. These resources complement our local account management teams and allow us to supplement local support with self-service capabilities. Our IT teams are continually updating and enhancing our systems and technologies to provide new features and tools that our customers ask for.</p> <p>Customer Website – Complete oversight on entire fleet and individual vehicles</p> <ul style="list-style-type: none"> <li>• Customizable dashboards show graphs, data, and analysis that is most important to you</li> <li>• Reporting covering entire fleet, with drill-down capability to individual vehicles</li> <li>• Custom, automatic alerts for maintenance, billing, registrations, renewals, recalls, etc.</li> <li>• Life-to-date maintenance data and complete vehicle history for each vehicle</li> </ul> <p>Annual Client Review – Identify and lower costs</p> <ul style="list-style-type: none"> <li>• Web-based solution for year-over-year fleet analysis led by local Enterprise team</li> <li>• Analyze all fleet costs including maintenance, fuel, insurance, depreciation, etc.</li> <li>• Document goals to develop the best possible fleet cycling plan and lower costs</li> </ul> <p>Fleet Planning Toolkit – The right vehicles at the right cost</p> <ul style="list-style-type: none"> <li>• Vehicle selector allows Enterprise to compare up to six vehicles side-by-side</li> <li>• Integrate all costs for a total cost analysis</li> <li>• Determine the best time to replace your vehicles</li> </ul> <p>Auto Integrate – Minimize downtime</p> <ul style="list-style-type: none"> <li>• Web-based repair and maintenance authorization platform to reduce downtime</li> <li>• Integration with most national account partners for faster approvals</li> <li>• Partnered with more than 35,000 maintenance and repair shops to eliminate billing issues</li> <li>• Real-time maintenance updates</li> <li>• Access to more than 100 ASE-certified technicians employed by Enterprise</li> </ul> <p>Mobile App – Convenience for drivers</p> <ul style="list-style-type: none"> <li>• Fuel station and maintenance shop locator</li> <li>• Click-to-call roadside assistance</li> <li>• Accident reporting (including photos)</li> <li>• Receive alerts</li> <li>• Enter and track mileage</li> <li>• View order status of purchased vehicles</li> <li>• View maintenance cards</li> <li>• Check-in and check-out for vehicles with multiple drivers</li> <li>• Edit incorrect mileage entries</li> </ul> |
| 42 | Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each. | <p>Enterprise Fleet Management not only takes a sustainable approach to its business, but it aligns with the sustainable goals of its partner companies, agencies, and organizations. Some of these combined efforts are as follows:</p> <p>Vehicle Cycling/Fleet Optimization</p> <p>Managing vehicle emissions can represent a key component of customers’ environmental commitment and corporate social responsibility efforts, but companies can only manage what they can measure. It is the fundamental principle of fleet optimization — getting all the data needed to make smart decisions about vehicle cycling.</p> <p>In addition to the traditional vehicle emission consisting of acquisition cost, maintenance expenses and residual value, our team provides additional data points.</p> <p>Enterprise Fleet Management can help add a comprehensive environmental dimension to vehicle-cycling decisions, which includes fleet emissions, fuel efficiency, and direct and indirect remediation costs.</p> <p>Carbon Reporting and Offsets</p> <p>Commercial operations may have limited options for reducing the environmental impact of their fleet. Enterprise Fleet Management can simplify the benchmarking process and offer a tailored, accurate report on vehicle emissions. This data can then be used to influence fleet management choices, such as vehicle selection and replacement, or the decision to participate in a carbon offset program.</p> <p>Verified carbon offsets can provide an appealing option for fleet operators who would otherwise have few practical ways to reduce the impact of their vehicle emissions. In essence, these offsets are contracts to invest in projects and technologies that remove carbon dioxide from the atmosphere. Enterprise Fleet Management can help you purchase these offsets through a trusted third-party partner, TerraPass.</p> <p>TerraPass invests in alternative-energy projects to remove harmful greenhouse gases from the atmosphere. Enterprise Fleet Management — through the Enterprise Holdings</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |

Foundation, our philanthropic arm — will also match a portion of each customer's greenhouse gas offset purchase.

#### Energy and Facilities Management

Enterprise Fleet Management's corporate office in St. Louis received LEED Gold Certification from the U.S. Green Building Council's green building rating program — the second-highest LEED certification available.

The building was certified, in part, for:

- being built on previously developed land to reduce the impact on virgin ground.
- installing low-flow fixtures that reduce the building's water use by 46 percent.
- using LED lighting fixtures that reduce the electricity used for lighting by 56 percent.
- recycling and repurposing 92 percent of construction waste, which reduces the amount of material sent to landfills.

#### Corporate Social Responsibility Policy

Owned by the Taylor family of St. Louis, Enterprise Fleet Management is an affiliate of Enterprise Holdings, the largest car rental company in the world. From our executive suite to our branch locations, we know that healthy and prosperous communities are the lifeblood of our business. That is why Enterprise Holdings and Enterprise Fleet Management are committed to promoting long-term community growth and prosperity — through our economic impact and employment, local foundation grants, global philanthropic initiatives, corporate sustainability, and, of course, sustainable transportation options.

We believe that strong business growth is built on putting the needs of customers, the growth of employees, and the health of local communities first. Through our global Corporate Social Responsibility (CSR) efforts, we are investing in making our business and our world a better place through initiatives that:

- promote the viability of mobility and alternative fuels.
- increase access to fuel-efficient vehicles.
- improve the resource efficiency of our operations.
- minimize waste throughout the lifecycle of our vehicles.
- minimize the impact of vehicle leasing and rental by offering carbon offsets that support renewable energy projects.
- support causes that improve the quality of life in local communities.
- enhance relief efforts in the wake of natural disasters.

In addition to these efforts, a robust set of policies and a CSR Governance Council guide our approach to sustainable business management. The most important of these policies and programs are summarized below:

- Carbon Offsets
- Duty of Care
- Supplier Code of Conduct
- Human Rights
- Safety Recalls
- Workplace Ethics
- Employment and Equal Opportunity
- Founding Values
- Privacy and Safe Harbor
- Subsidiaries and Franchisees
- Sustainable Maintenance Programs

When it comes to sustainable transportation, our approach is quite simple — little things can make a big difference. As a result, corporate sustainability is an ongoing pursuit to shrink our impact.

For example, we recycle, repurpose and reduce materials wherever possible. Our thorough vehicle maintenance program also helps lower costs, divert waste from landfills and reduce reliance on non-recycled materials.

Our commitment to sustainability is based on both a comprehensive understanding of critical details as well as the long-term picture of success. Reducing our environmental impact is ultimately about making responsible choices and following sustainable business practices:

- Managing Materials Responsibly
- Recycling Windshields
- Prioritizing Fuel Efficiency
- Renewing License Plates
- Using Water-Based Paints
- Re-Refining Oil and Recycling Filters
- Repurposing Tires

|    |                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |   |
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| 43 | Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors. | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | * |
| 44 | Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.    | <p>While Enterprise Fleet Management does not qualify as a minority- or woman-owned business, our company has a Supplier Diversity program which is a strategic initiative to grow our business by utilizing such businesses. Purchasing goods and services from businesses that are classified as small, minority-owned, woman-owned and other nationally or federally recognized designations solidifies Enterprise as a responsible corporation and a driver of economic growth.</p> <p>Good Faith Plan</p> <p>Our commitment to the principles of equal employment opportunity (EEO) and affirmative action (AA) is communicated in our employee handbook, posted in all branch offices companywide, and integrated in our mandatory companywide diversity training.</p> <p>Small Business Enterprise (SBE) &amp; Minority and Women Business Enterprise (MWBE)</p> <ul style="list-style-type: none"> <li>• Identify opportunities for SBE/MWBE certified vendors to provide goods and services.</li> <li>• Send letters to interested SBE/MWBE vendors encouraging them to contact us with proposals in regard to providing goods and services and keep a log of all letters, contacts, responses, and nonresponses.</li> <li>• Encourage other vendors who may be eligible to apply for certification and assist each SBE/MWBE contacted that needs assistance in obtaining bonding, lines of credit, or insurance as required</li> <li>• Negotiate in good faith with interested SBE/MWBE Certified Vendors</li> <li>• Join and support local and national minority, women, and small business organizations.</li> <li>• Advertise in local and national DBE-focused publications for vendors that can provide needed goods and services.</li> <li>• Encourage drivers to utilize DBE &amp; M/WBE vendors for maintenance and repair based on each company's needs.</li> <li>• In addition, Enterprise and National are also members of numerous local programs including NMSDC affiliates, ethnic chambers, NAWBO chapters, WBENC regional chapters, Urban Leagues, etc.</li> </ul> | * |
| 45 | What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?                                                    | <p>At Enterprise Fleet Management, we believe the following are differentiating factors that distinguish us from the competition:</p> <ul style="list-style-type: none"> <li>• Fleet Expertise/Experience: Because we own and operate 1.85 million units worldwide, together with affiliate Enterprise Holdings, we are keenly aware of industry trends, recalls, vehicle values, new model enhancements, regulatory issues, manufacturer updates, and more.</li> <li>• Sales force &amp; Infrastructure: Our local account team presence — more than 50 fleet locations nationwide and over 500 fleet professionals locally along with our manufacturer relationships differentiate us from the competition. Enterprise has local offices around the country with teams who can meet face-to-face and serve our customers.</li> <li>• Total Cost of Ownership Approach: Through managing our own fleet of vehicles, we are experts at analyzing each cost bucket to ensure that we are operating at the lowest cost of ownership and we bring this forth to our clients as well.</li> <li>• Logistics: We are constantly picking up, delivering, and moving our own fleet units, which gives us an inherent understanding and ability to navigate these situations quickly and efficiently for our fleet customers.</li> <li>• Vehicle Resale: Our more than 700 experienced remarketing professionals are what make the Enterprise service so effective. We invest more in this area of business than any of our competitors, and we have a wide network of remarketing offices across the nation. We use our knowledge and experience to remarket vehicles through the appropriate channels to maximize the sales price.</li> <li>• Physical Damage Claims and Subrogation: As a company, we are self-insured and have in-house teams that handle subrogation and claims services. Because this affects our bottom line, we have unmatched experience, resources and employees managing this area, and this greatly sets us apart from our competitors.</li> </ul>                        | * |

#### Table 9A: Warranty

**Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.**

| Line Item | Question                                                                                                                                                                                                                                                              | Response *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |   |
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| 46        | Do your warranties cover all products, parts, and labor?                                                                                                                                                                                                              | Warranties vary by manufacturer, vehicle type, make and model, etc.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | * |
| 47        | Do your warranties impose usage restrictions or other limitations that adversely affect coverage?                                                                                                                                                                     | Warranty details — including any mileage limits or other restrictions — vary by manufacturer, vehicle type, make and model, etc. We will advise and advocate on behalf of our customers when needed as well. Because we maintain strong relationships with vehicle manufacturers and our dealer partners, we can often work directly with them to help recuperate warranty costs for our customers on a case-by-case basis.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | * |
| 48        | Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?                                                                                                                                                             | Most standard vehicle warranties do not cover these expenses.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | * |
| 49        | Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair? | This will depend on the manufacturer's dealer network.<br><br>When needed, Enterprise's National Service Department will work with the drivers to find an approved shop for warranty services that is close to their location. Because of the vast network of dealers that our company utilizes, we are able to easily manage these situations for our customers.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | * |
| 50        | Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?                                                                      | All warranty coverages are provided by the applicable manufacturer.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | * |
| 51        | What are your proposed exchange and return programs and policies?                                                                                                                                                                                                     | In most cases, Enterprise will acquire vehicles that are new from the factory and under the manufacturer warranty. We will also proactively plan with each member to ensure they are ordering the specific vehicles that are needed, including make/model, available options, any additional equipment or up-fitting required, etc.<br><br>Your Client Strategy Manager will perform a cost analysis to make sure we are ordering and cycling vehicles at the proper time. We will also do a side-by-side vehicle comparison to verify that Sourcewell is using the most cost-efficient vehicles for your needs. We will work with Sourcewell to make sure drivers are getting the correct vehicle for their application, and within the boundaries set by Sourcewell.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | * |
| 52        | Describe any service contract options for the items included in your proposal.                                                                                                                                                                                        | Enterprise Fleet Management's goal is to provide Sourcewell with the most comprehensive service possible. To do this, we offer several additional options for convenience and maximum efficiency:<br><br>Fuel Card<br>We partner with WEX for fuel card services. The WEX fuel card management program offers three main benefits:<br><ul style="list-style-type: none"><li>• Convenience: Card accepted at more than 180,000 U.S. locations</li><li>• Security: Cards with driver identification issued to the driver assigned to the vehicle</li><li>• Control: Card program offers various controls to help manage your fleet's fueling expenses</li></ul><br>WEX offers product-type control, merchant control, real-time alerts, and flexible exception reporting as powerful tools to monitor abuse. Exceptions include total dollars spent, total gallons filled, days of the week, time, type of fuel, etc. In addition to the exception report sent monthly, WEX also offers flexible exception reporting, which reports exceptions via email on a daily, weekly, or monthly basis.<br><br>Your account management team will work with you to establish exceptions that can be viewed on a monthly report. In addition, the WEX Fraud Department performs three primary functions in an effort to identify and mitigate fraud on our fleet customers' accounts:<br><ul style="list-style-type: none"><li>• Review transaction activity</li><li>• Identify potentially abusive or fraudulent behavior</li><li>• Notify customers when such behavior occurs</li></ul><br>GPS<br>Our fleet vehicles can be equipped with a Geotab telematics device. This functions as a GPS tracking device, with additional options such as driver safety, odometer capture, accelerometer, and engine diagnostics. Geotab's unique technology provides added value to your fleet and your business by addressing the following needs:<br><ul style="list-style-type: none"><li>• Safety: Breakthrough accident detection, safer driving behavior, in-</li></ul> |   |

vehicle driver coaching

- Cost Reduction: Lowered worker's compensation claims, lowered bent metal costs
- Productivity: Real-time and archived GPS vehicle tracking, route optimization, fuel consumption monitoring
- Engine Health: Engine diagnostics, improved preventative maintenance, overall improved vehicle health
- Compliance: Accurate HOS and/or IFTA reporting

Enterprise's customer data shows that Geotab has reduced miles traveled and fuel costs, increased fleet productivity, improved workforce utilization, improved service response times and reduced downtime related to maintenance issues. We have also seen an improvement in driver safety through the accelerometer component of our solution.

#### Full Maintenance

Enterprise's Full Maintenance program covers lessees nationwide and is available for most makes and models in your fleet. The program is completely managed by Enterprise and will not require any internal approval of repairs or review of monthly invoices. Cost is based on vehicle type and driving pattern.

- Monthly cost is fixed for the term of the vehicle
- Coverage is available up to 100,000 miles
- Covers all routine services recommended by the manufacturer
- Covers all unexpected repairs (not related to damage or neglect)
- 24/7 roadside assistance and towing is included
- Brakes, tires, and loaner vehicles can be included
- Windshield repair, fueling service, and other miscellaneous items are available
- Sourcewell can set up and send automatic service reminders through Enterprise's website

#### Maintenance Management

With Enterprise's Maintenance Management program, authorization and maintenance / repair limits are similar to our Full Maintenance program. Enterprise manages the process and contacts the client when additional approval is needed. Through this program, repairs are charged as needed and passed directly through to Sourcewell for a flat monthly fee.

Enterprise leverages our agreements and relationships with vendors to ensure both labor and parts are charged at a fair market value.

### Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

| Line Item | Question                                                                                                 | Response *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|-----------|----------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 53        | Describe any performance standards or guarantees that apply to your services                             | Providing completely satisfied service to Sourcewell is important to us. As a result, we plan to collect ESQI feedback from Sourcewell drivers and employees twice a year, and annually from management. This feedback will allow us to highlight areas of improvement and areas of success.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 54        | Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.) | <p>Our performance as Sourcewell's fleet management partner is measured by success in three core areas, customer satisfaction, customer retention and fleet growth. We strive to reduce our customers' total cost of ownership in several categories, including maintenance costs, fuel spend, acquisition costs and resale gain. Some of the ways in which we accomplish this include:</p> <ul style="list-style-type: none"> <li>• Active management of vehicle lifecycle to minimize fuel and maintenance spend</li> <li>• Annual fuel and maintenance spend benchmarking to decrease total cost of ownership</li> <li>• Comparison of vehicle makes and models to provide better total cost of ownership</li> <li>• Increased equity gain at disposal through proactive fleet planning and forecasting</li> <li>• Continuing review of resale market to identify best disposal method and holding period</li> <li>• Comparison of Enterprise resale performance against industry standards</li> <li>• Management of Sourcewell incentive programs to reduce acquisition costs</li> <li>• Review of vehicle application to "right-size" makes and models that are best suited for Sourcewell needs</li> <li>• Review driver and administrator feedback to maximize driver satisfaction</li> </ul> |

**Table 10: Payment Terms and Financing Options**

| Line Item | Question                                                                                             | Response *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|-----------|------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 55        | Describe your payment terms and accepted payment methods.                                            | <p>Payment Terms</p> <p>Payment terms are Net 30.</p> <p>Payment</p> <p>Enterprise offers several payment options to our clients:</p> <ul style="list-style-type: none"> <li>• Direct debit – payments are withdrawn on the 20th of each month</li> <li>• One-time ACH – can be completed via phone or email</li> <li>• Check – can be mailed or overnighted to Enterprise</li> <li>• Wire/ACH push – can be set up through Enterprise's bank</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 56        | Describe any leasing or financing options available for use by educational or governmental entities. | <p>Your local Enterprise team will work with you to customize the lease terms and provide you with the most cost-effective leases that meet your specific needs.</p> <p>Enterprise offers four types of funding solutions. They are an Open-Ended Equity Lease, Closed-End Lease, Prepaid Lease, and Finance.</p> <ul style="list-style-type: none"> <li>• Open-Ended Equity Lease: flexible option that allows the lessee to turn in the vehicle before the lease term with no early termination penalties, the company/agency can get out of the lease at any time; there is always a payoff amount. If the value of the vehicle is greater than the payoff, that money or equity can be put toward another lease. If the value of the vehicle is less than the payoff, Enterprise will bill the company/agency the difference.</li> <li>• Closed-End Lease: allows for a lower monthly payment based on vehicle usage, geared towards individuals that drive minimal miles.</li> <li>• Prepaid Lease: allows the lessee to take advantage of discounted interest rates by paying all rent up front.</li> <li>• Traditional Purchase Finance: allows Sourcewell to take ownership of the vehicle at the end of the financed/lease term without paying the reduced book value.</li> </ul> <p>Open-Ended Lease</p> <p>Agencies commonly find it difficult — sometimes impossible — to fund a healthy vehicle lifecycle. Many of these organizations turn to a bridge funding mechanism to facilitate their necessary vehicle replacements. Enterprise Fleet Management features an Open-Ended Lease product to help bridge any funding gaps. Our Open-Ended Lease is characterized by:</p> <ul style="list-style-type: none"> <li>• Improved cash flow</li> <li>• No mileage restrictions or wear-and-tear charges</li> <li>• Flexible financing options</li> <li>• Customized terms for use and type of vehicle</li> <li>• Retention of ownership rights</li> </ul> <p>In most programs, a vehicle would be purchased outright from the capital budget and kept in-fleet until a specified time when it was sold. However, to increase flexibility, our Open-Ended Lease allows for funding of only the time the vehicle is used. This approach allows companies to pay the minimum value for the use of the vehicle on a monthly basis, improving cash flow.</p> <p>The mechanics of this lease involve financing the difference between the vehicle's purchase price and a conservative Reduced Book Value (RBV), which is based upon the anticipated market value in consideration of the vehicle's age and application.</p> <p>Lease Terms</p> <p>Enterprise Fleet Management can offer lease terms as short as 12 months and as long as 60 months, or at any six-month interval in between. While we do not offer initial lease terms beyond 60 months, our Open-Ended Leases can be structured with a Reduced Book Value at 60 months that can be paid off or extended for an additional 12 or 24 months, or continue month to month until the Reduced Book Value has been completely paid off.</p> |



|    |                                                                                                                                                                                                                                                                          |                                                 |   |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------|---|
| 57 | Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response. | We have attached our sample contracts.          | * |
| 58 | Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?                                                                                                                | We cannot accept a P-card payment at this time. | * |

**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

| Line Item | Question                                                                                                                                                                                                                                                                                                                                                                                                                                       | Response *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |   |
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| 59        | Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response. | <p><b>Inclusive, Upfront Pricing</b><br/>Calculating fleet expenses to account for both direct and indirect costs can be difficult. That's why we provide inclusive pricing upfront as well as predictive cost tools. We think you deserve a clear view of all costs moving forward to plan for spending throughout the year – and beyond.</p> <p><b>Integrity and Transparency</b><br/>We don't believe in complicated contracts or hidden fees. Our Client Strategy Managers will only provide honest, informed recommendations that benefit your business. You'll also have access to the same fleet information through our Client Website, ensuring you see what your Client Strategy Manager sees, and can work with them to maximize your investment.</p> <p><b>Flexible Options</b><br/>Enterprise Fleet Management offers a variety of fleet leasing and financing services. We want our clients to be able to choose the financing plan that works best for their business and operating needs, whether they need an open-end, close-end, or self-funded program. We'll adapt to your needs.</p> <p>We have uploaded our pricing materials as instructed.</p> | * |
| 60        | Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.                                                                                                                                                                                                                 | Discounts range from 5-25 percent off the manufacturer's suggested retail price (MSRP). For example, the MSRP for a typical Ford Explorer would be \$36,540. With our purchasing power and discounts provided to Sourcwell Members, the delivered price would be \$31,232, 15% savings. In some cases the manufactures do offer free options that provide additional discounts, if available. Capitalized cost is the factory invoice, less manufacturer-provided incentives less any applicable advertising                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | * |
| 61        | Describe any quantity or volume discounts or rebate programs that you offer.                                                                                                                                                                                                                                                                                                                                                                   | <p>Through a team of incentive analysts at our operations headquarters, partnerships with manufacturers, and relationships with dealers, we work to get the best incentives available for our customers. The team tracks a wide range of retail incentives and enters those in our database, which compares them to the standard fleet, association, and upfit incentives that may be applicable. Through our relationships with manufacturers and zone representatives, we work to obtain and maximize any special or client-specific incentives available. Manufacturers sometimes provide us with special incentives that are not available through other avenues and we use those as needed.</p> <p>For ancillary programs such as Full Maintenance and Maintenance Management, additional discounts on parts and labor are passed through to our customers.</p>                                                                                                                                                                                                                                                                                                    | * |

|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |   |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 62 | Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.                                                                                                                                                                                          | Enterprise will provide a quote for each sourced product that will include any discounts that Enterprise receives. We do not mark-up any quotes or charge for coordinating supply or installation — this is a part of Enterprise’s standard service.<br>Enterprise Fleet Management will coordinate the up-fit of any needed aftermarket equipment. We have established relationships with local and national vendors that supply these items and will deliver the equipment in a work-ready state.<br>Enterprise will plan ahead with vendors to have equipment ready for installation once the ordered vehicles are delivered to ensure that the vehicles are ready for service as soon as possible. Enterprise will negotiate on behalf of the member agency to leverage volume discounts and deliver the lowest possible price on any needed equipment.<br>The equipment can be billed up front or capitalized as a part of the lease structure. In both scenarios, the member will own the equipment at the conclusion or termination of the lease.<br>Enterprise is able to sell customer-owned units as an additional benefit if the end user signs our consignment agreement. We have included a sample consignment agreement. | * |
| 63 | Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer. | Costs for registering a vehicle are passed through directly to the end user. All other costs are addressed throughout our provided pricing offerings.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | * |
| 64 | If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.                                                                                                                                                                                                                                                                                                      | For a majority of our deliveries, vehicles will be sent to the dealer that is closest to the end user so they can pick up the unit directly. We can also coordinate with the dealer or our own employees to deliver the vehicles. Certain charges may apply based on distance to the driver and other factors.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | * |
| 65 | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.                                                                                                                                                                                                                                                                                                                                       | Enterprise has a large network of dealerships throughout these regions that can assist with vehicle logistics and delivery. Along with our dealer network, we have a large number of employees within these regions — either through an Enterprise Fleet Management office or an affiliate Enterprise Rent-A-Car or National Car Rental rental location — who are available to assist with vehicle delivery and pick-up.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | * |
| 66 | Describe any unique distribution and/or delivery methods or options offered in your proposal.                                                                                                                                                                                                                                                                                                                                                                                 | Enterprise employs one of the largest teams of drivers in the industry. This allows us to quickly and easily manage vehicle logistics for our fleet customers.<br><br>Because we own and operate 1.85 million units worldwide, together with affiliate Enterprise Holdings, we are constantly picking up, delivering, and moving our own fleets units, which gives us an inherent understanding and ability to navigate these situations quickly and efficiently for our fleet customers.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | * |



**Table 11A: Pricing Grid: Acquisition Terms**

Provide detailed pricing information in the table below.

| Line Item | Type                            | Charged/Percentage                                                                                                                                                                                                                                                                                                                                                                                                      | Details                                                                                                                                                                                                                                                                                                                                                                                                                 |   |
|-----------|---------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 67        | Interest Rate Index Used        | 3 year t-bill<br>Canadian 3yr Bond                                                                                                                                                                                                                                                                                                                                                                                      | US: 350 basis points over 3 year t-bill<br>Canada: Canadian 3yr Bond + 300 basis points                                                                                                                                                                                                                                                                                                                                 | * |
| 68        | Basis Points                    | US: 350<br>Canada: 300                                                                                                                                                                                                                                                                                                                                                                                                  | US: 350 basis points over 3 year t-bill<br>Canada: Canadian 3yr Bond + 300 basis points                                                                                                                                                                                                                                                                                                                                 | * |
| 69        | Domestic Factory Order Vehicles | US: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) \$60 acquisition fee plus (+) courtesy delivery fee (variable \$150-\$450 depending on location)<br>Canada: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) \$275 acquisition fee plus (+) courtesy delivery fee (variable \$150-\$450 depending on location) | US: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) \$60 acquisition fee plus (+) courtesy delivery fee (variable \$150-\$450 depending on location)<br>Canada: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) \$275 acquisition fee plus (+) courtesy delivery fee (variable \$150-\$450 depending on location) | * |
| 70        | Foreign Factory Order Vehicles  | US: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) \$60 acquisition fee plus (+) courtesy delivery fee (variable \$150-\$450 depending on location)<br>Canada: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) \$275 acquisition fee plus (+) courtesy delivery fee (variable \$150-\$450 depending on location) | US: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) \$60 acquisition fee plus (+) courtesy delivery fee (variable \$150-\$450 depending on location)<br>Canada: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) \$275 acquisition fee plus (+) courtesy delivery fee (variable \$150-\$450 depending on location) | * |
| 71        | Domestic Dealer Stock Vehicles  | US: Dealer Provided Invoice Less (-) Applicable Incentives plus (+) \$60 acquisition fee, subject to dealer availability<br>Canada: Base Purchase Price from Dealer Less (-) Applicable Manufacturer Incentives Plus (+) Courtesy Delivery Fees \$150-\$450 depended on Delivery Location Plus (+) \$275 Acquisition fee                                                                                                | US: Dealer Provided Invoice Less (-) Applicable Incentives plus (+) \$60 acquisition fee, subject to dealer availability<br>Canada: Base Purchase Price from Dealer Less (-) Applicable Manufacturer Incentives Plus (+) Courtesy Delivery Fees \$150-\$450 depended on Delivery Location Plus (+) \$275 Acquisition fee                                                                                                | * |
| 72        | Foreign Dealer Stock Vehicles   | US: Dealer Provided Invoice Less (-) Applicable Incentives plus (+) \$60 acquisition fee, subject to dealer availability<br>Canada: Base Purchase Price from Dealer Less (-) Applicable Manufacturer Incentives Plus (+) Courtesy Delivery Fees \$150-\$450 depended on Delivery Location Plus (+) \$275 Acquisition fee                                                                                                | US: Dealer Provided Invoice Less (-) Applicable Incentives plus (+) \$60 acquisition fee, subject to dealer availability<br>Canada: Base Purchase Price from Dealer Less (-) Applicable Manufacturer Incentives Plus (+) Courtesy Delivery Fees \$150-\$450 depended on Delivery Location Plus (+) \$275 Acquisition fee                                                                                                | * |

**Table 11B: Pricing Grid: Incentives**

Provide detailed pricing information in the table below.

| Line Item | Type                    | Charged/Percentage | Details                                                       |   |
|-----------|-------------------------|--------------------|---------------------------------------------------------------|---|
| 73        | Federal Tax Incentives  | 100%               | 100% of end user eligible incentives are passed to the member | * |
| 74        | State Tax Incentives    | 100%               | 100% of end user eligible incentives are passed to the member | * |
| 75        | Manufacturer Incentives | 100%               | 100% of end user eligible incentives are passed to the member | * |

**Table 11C: Pricing Grid: Maintenance & Fees**

Provide detailed pricing information in the table below.

| Line Item | Type                                              | Charged/Percentage                                                                                                                                                                                    | Details                                                                                                                                                                                                                                                                                                                                                                                                               |   |
|-----------|---------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 76        | Fixed Maintenance                                 | Variable (Avg. \$60-\$90) per month per vehicle                                                                                                                                                       | Pricing on average is \$60-\$90 based on vehicle type and anticipated miles and usage driven over term, the pricing can also be modified to include or exclude brakes and tires depending on what is the best interest of the member, Coverage is available up to 100,000 miles, covers all routine maintenance recommended by the manufacturer and any unplanned repairs that come up as long as they are not abuse. | * |
| 77        | Occurance Maintenance                             | \$6 per month card fee per vehicle plus cost of service and parts                                                                                                                                     | \$6 per month card fee per vehicle plus cost of service and parts                                                                                                                                                                                                                                                                                                                                                     | * |
| 78        | Management Fee                                    | 0.10% for Factory Ordered Vehicles / 0.15% for Dealer Stock Vehicles                                                                                                                                  | 0.10% for Factory Ordered Vehicles / 0.15% for Dealer Stock Vehicles                                                                                                                                                                                                                                                                                                                                                  | * |
| 79        | Service Charge                                    | US \$400.00<br>Canada \$495.00                                                                                                                                                                        | US \$400.00<br>Canada \$495.00                                                                                                                                                                                                                                                                                                                                                                                        | * |
| 80        | Lease Termination Fee                             | \$0 Termination Fee for Equity Leases, Termination Fees for Net Leases are an amount equal to three months rent plus 30% of the total rent due under the master walk away lease agreement section 14. | \$0 Termination Fee for Equity Leases, Termination Fees for Net Leases are an amount equal to three months rent plus 30% of the total rent due under the master walk away lease agreement section 14.                                                                                                                                                                                                                 | * |
| 81        | Interim Interest<br>Yes/No, How is it calculated? | NO                                                                                                                                                                                                    | N/A                                                                                                                                                                                                                                                                                                                                                                                                                   | * |
| 82        | Resale Fee                                        | \$395                                                                                                                                                                                                 | For each Vehicle sold, the End User "Member" shall pay Enterprise a fee of \$395.00 ("Service Fee") plus towing at prevailing rates, applies to member owned/non-leased units                                                                                                                                                                                                                                         | * |
| 83        | Provide fees not listed + rate                    | Optional services offered                                                                                                                                                                             | Enterprise Fleet Management offers additional services to our clients, these programs and plans are described in the technical proposal under the pricing grid.                                                                                                                                                                                                                                                       | * |

**Table 12: Pricing Offered**

| Line Item | The Pricing Offered in this Proposal is: *                                                                  | Comments |
|-----------|-------------------------------------------------------------------------------------------------------------|----------|
| 84        | a. the same as the Proposer typically offers to an individual municipality, university, or school district. |          |

**Table 13: Audit and Administrative Fee**

| Line Item | Question                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Response *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |   |
|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 85        | Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. | Enterprise will set a pricing plan up for the Sourcewell program within our system. This pricing plan will be hard-coded for all Sourcewell members and cannot be deviated from by any sales or support team member.<br>Quarterly, we will review deliveries that have been placed and delivered through the Sourcewell program to ensure compliance and accuracy. We will provide a detailed breakdown to Sourcewell monthly or quarterly for review depending on preference.                                                                                                                                                                              | * |
| 86        | If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.                                                                                                                                                                                                                                                                                                                                                                    | Example metrics to be tracked and measured are new customers utilizing the awarded contract, total orders and total deliveries.<br><br>Our goal is to create lifelong relationships with all of our Enterprise customers. As a result, we collect customer satisfaction results from a variety of sources to ensure we are meeting our customers' needs. Those sources include our internal Service Quality index (SQi) process, external surveys such as the J.D. Power Satisfaction Survey, and a range of other customer service inquiries. The results are closely monitored, and any necessary changes are made to improve customer satisfaction.      | * |
| 87        | Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)                                                                                                   | Enterprise will offer Sourcewell and your members access to our fleet management program and pay Sourcewell a quarterly marketing fee based upon the volume of Combined New Deliveries generated as defined below.<br><br>Deliveries to qualified members during the term of the contract is \$125.00 per new delivery.<br><br>Qualified members are eligible members who utilize the Agreement between Sourcewell and Enterprise Fleet Management as an approved means to satisfy proper due diligence and competitive requirements.<br>Enterprise Fleet Management retains the right to offer discounted promotional pricing on a market by market basis. | * |

**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

| Line Item | Question                                                                                                                                 | Response *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|-----------|------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 88        | Provide a detailed description of the equipment, products, and services that you are offering in your proposal.                          | <p>Enterprise Fleet Management offers a full range of customizable fleet solutions to our customers, including:</p> <ul style="list-style-type: none"> <li>• Total cost of ownership analysis and comparisons</li> <li>• Dedicated local account team assigned to each client to make ongoing cost saving recommendations</li> <li>• Company fleet policy consultation</li> <li>• Insurance consultation and programs</li> <li>• Customizable lease options and financing</li> <li>• Detailed driver analysis</li> <li>• Fleet selection and acquisition</li> <li>• Maintenance and fuel program management for both leased and client owned vehicles</li> <li>• Four-year cost model development</li> <li>• License, title and renewal services for both leased and client owned vehicles</li> <li>• Customizable website dashboard with near real-time data and reporting</li> <li>• Remarketing and resale for both leased and client owned vehicles</li> <li>• Driver Safety programs</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 89        | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. | <p>Our clients enjoy the benefits of Enterprise's sustained 65-year investment in infrastructure that enables us to quickly and efficiently move vehicles into and out of service. This includes 150 staging grounds throughout the U.S. and Canada staffed by 700 dedicated remarketing specialists, as well as 800 professionals at our corporate office. We have teams dedicated to specific aspects of our service, including License and Title, Maintenance, Risk Management, Accounting, Information Technology, and Vehicle Acquisition.</p> <p>As a result, Enterprise Fleet Management is able to provide Sourcewell with a complete fleet management program that includes:</p> <ul style="list-style-type: none"> <li>• Fleet cost analysis</li> <li>• Company fleet policy constitution</li> <li>• Insurance consultation</li> <li>• Detailed driver analysis</li> <li>• Fleet selection</li> <li>• Maintenance and fuel program management</li> <li>• Customized fleet plan based on your specific needs</li> </ul> <p>We also provide a range of ancillary solutions to address specific needs throughout the vehicle lifecycle:</p> <ul style="list-style-type: none"> <li>• Universal fuel card management</li> <li>• Personal-use reporting</li> <li>• Vehicle sharing technology</li> <li>• Maintenance services from ASE-certified technicians</li> <li>• Accident Management services from I-CAR certified professionals</li> <li>• Insurance coverage through our broker, Lockton</li> </ul> |

**Table 148: Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

| Line Item | Category or Type                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Offered                                                          | Comments                                                                                                                                                                                              |   |
|-----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 90        | Services for the acquisition by Sourcewell participating entities, whether by lease or financing, of on-road vehicles of all types or classifications, all weight classes, and all engine types                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | As the largest purchaser of vehicles in North America, Enterprise has the ability to acquire vehicles from nearly any manufacturer. This includes specialty vehicles and Emergency Response Vehicles. | * |
| 91        | New vehicle service and preparation for the vehicles described in Line 90 above, such as, pre-delivery inspection, parts and accessories installation, and vehicle marking application or installation                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Through our Fleet Management programs we are able to offer all of these services.                                                                                                                     | * |
| 92        | Preventative maintenance plans, vehicle maintenance and repair services, and related service level agreements for Sourcewell participating entity on-road vehicle fleets of all types                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Through our Fleet Management programs we are able to offer all of these services.                                                                                                                     | * |
| 93        | In addition to the solutions described in Lines 90-92 above, proposers may include a complementary offering of the following ancillary services:<br>i. Short-term rental programs;<br>ii. Upfitting of after-market programs;<br>iii. Fleet management information technologies, such as: telematics, fleet monitoring, fuel management, fuel tank management, and motor pool/fleet sharing software and systems;<br>iv. Roadside assistance including towing, emergency towing, and repairs;<br>v. Installation, operation, and maintenance of dedicated charging and fueling stations; and<br>vi. Vehicle battery longevity monitoring and replacement plans. | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Through our Fleet Management programs we are able to offer all of these services.                                                                                                                     |   |

### Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

### Documents

#### Ensure our submission document(s) conforms to the following :

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Pricing-Final.xlsx - Tuesday March 01, 2022 14:16:51
- [Financial Strength and Stability](#) - Enterprise Financial Stability.pdf - Tuesday March 01, 2022 14:16:39
- [Marketing Plan/Samples](#) - Sample Marketing Plan.pdf - Tuesday March 01, 2022 14:19:21
- [WM8E/M8E/S8E or Related Certificates](#) - Wade Ford 2022 GMSDC Certificate.pdf - Tuesday March 01, 2022 14:27:57
- [Warranty Information](#) - Sample Warranty Information.pdf - Tuesday March 01, 2022 14:26:14
- [Standard Transaction Document Samples](#) - Sample Quote 2427574.pdf - Tuesday March 01, 2022 15:27:53
- [Upload Additional Document](#) - Sourcewell Submission.zip - Tuesday March 01, 2022 14:20:22

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Dain Giesie, Assistant Vice President, Enterprise Fleet Management, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

| File Name                                                                         | I have reviewed the below addendum and attachments (if applicable) | Pages |
|-----------------------------------------------------------------------------------|--------------------------------------------------------------------|-------|
| <b>Addendum_3_Fleet_Mgmt_Services_RFP_030122</b><br>Mon February 21 2022 04:30 PM | <input checked="" type="checkbox"/>                                | 2     |
| <b>Addendum_2_Fleet_Mgmt_Services_RFP_030122</b><br>Thu February 17 2022 08:53 AM | <input checked="" type="checkbox"/>                                | 3     |
| <b>Addendum_1_Fleet_Mgmt_Services_RFP_030122</b><br>Thu January 13 2022 04:26 PM  | <input checked="" type="checkbox"/>                                | 1     |

# City of Independence

## AGENDA ITEM COVER SHEET

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**Agenda Title:**

Council action is requested to expend an additional \$200,000 to Tenaska for Energy Services and Energy Data Management services for the Power & Light Department for fiscal year 2024-25.

**Recommendations:**

Staff recommends Council approval of this expenditure.

**Background:**

The FY 24-25 contract amount, including the 10% contingency with Tenaska, was \$1,386,000. By contract, IPL splits proceeds 65% to IPL and 35% to Tenaska for any revenue IPL receives from SPP under this agreement. In FY 24, IPL reimbursed Tenaska nearly \$760,000 under this agreement. IPL reimbursed Tenaska nearly \$950,000 in FY 25 but needs to increase that amount to close out the fiscal year. Since IPL is receiving more revenue from SPP than estimated for the services that Tenaska is providing, the reimbursement amount to Tenaska needs to be increased by an additional \$200,000. Each additional \$100,000 in increased reimbursement to Tenaska represents approximately \$185,000 in additional revenue that IPL receives from SPP.

This request is based upon increasing the total amount for the reimbursement to \$1,223,000. This is done as a revenue offset. The total amount of the expenditure request for this line is an additional \$200,000.

Approval of this item authorizes the Finance Director to issue change orders up to a total of ten (10) percent of the original authorized amount, so long as appropriations are available.

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

The total fiscal impact to the City is \$1,586,000 with this additional \$200,000. Funding for Energy and Energy Data Management Services is included in the fiscal year 2024-2025 adopted budget, page 83, account number (020-4912) Transmission Wheeling Revenue – MPS, IPL Fund 020.

**Council Action:**

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**Department /  
Contact**

Power and Light /

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**REVIEWERS**

Khristina Irvine  
Joseph Hegendeffer  
Melissa Cabrera  
Jeremy Cover  
Zachary Walker  
Susanne Holland

**ATTACHMENTS:**

None

# City of Independence

## AGENDA ITEM COVER SHEET

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**Agenda Title:**

Council action is requested to expend \$1,797,000 to Tenaska for Energy Services and Energy Data Management services for the Power & Light Department for fiscal year 2025-26.

**Recommendations:**

Council approval is recommended.

**Background:**

Independence Power & Light (IPL) has a service agreement with Tenaska through March 2031. Under this agreement, IPL pays a monthly service fee of \$33,000 per month with a 1% annual escalation that begins in April 2026. The total monthly service fee is estimated to be \$397,000. There is a portion of the annual expenditure that represents repayment to Tenaska for payment of the IPL agreement where they market unused Auction Revenue Right/Transmission Congestion Rate (ARR/TCR) assets in the Southwest Power Pool (SPP) market. Under this agreement, IPL splits the proceeds between 65% on IPL and 35% to Tenaska for any revenue IPL receives from SPP under this agreement. Last year, IPL reimbursed Tenaska for nearly \$1,200,000 under this agreement. This year, IPL is increasing the amount of the reimbursement to \$1,400,000 in anticipation of additional revenue recovery. This is done as a revenue offset. The total amount of the expenditure request is \$1,797,000.

Approval of this item authorizes the Finance Director to issue change orders up to a total of ten (10) percent of the original authorized amount, so long as appropriations are available.

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

The fiscal impact on the City is \$1,797,00.00. Funding for Energy and Energy Data Management Services is included in the fiscal year 2025-2026 proposed budget, pages 71, 250 and 253, account number (0206145-5226) Purchase Power, Professional Services, (0206170-5226) System Operations, Professional Services, and (020-4912) Transmission Wheeling Revenue – MPS, IPL Fund 020. This fiscal impact is based upon an estimated \$397,000 for Professional Services and \$1,400,000 for Transmission Wheeling Revenue – MPS.

**Council Action:**

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|                     |                   |
|---------------------|-------------------|
| <b>Department /</b> | Power and Light / |
| <b>Contact</b>      |                   |

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**REVIEWERS**

Khristina Irvine  
Joseph Hegendeffner  
Melissa Cabrera  
Jeremy Cover  
Zachary Walker  
Susanne Holland

**ATTACHMENTS:**

1. 5th Amend to AR ESA 6-4-25

**FIFTH AMENDMENT  
TO THE AMENDED AND RESTATED ENERGY SERVICES AGREEMENT**

This Fifth Amendment to the Amended and Restated Energy Services Agreement (“**Amendment**”) is entered into as of June 5, 2025 (the “**Amendment Effective Date**”) by and between City of Independence, Missouri, a municipality organized under the laws of the state of Missouri, operating through its Power & Light Department (“**Customer**”) and Tenaska Power Services Co. (“**TPS**”). Each of Customer and TPS may be referred to herein as a “**Party**” and collectively as the “**Parties**” to this Amendment.

WHEREAS, Customer and TPS are Parties to that certain Amended and Restated Energy Services Agreement dated as of April 1, 2018, as amended (the “**Agreement**”); and

WHEREAS, the Parties desire to amend the Agreement as provided herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both Parties, Customer and TPS hereby agree as follows:

**AMENDMENT**

1. Unless otherwise defined in this Amendment, capitalized terms used in this Amendment shall have the same meaning as that given to such terms in the Agreement.
2. The Parties hereby amend the Agreement by deleting “, and;” from Section 2.1(i) and replacing it with “.”.
3. The Parties hereby amend the Agreement by deleting 2.1(j) in its entirety.
4. The Parties hereby amend the Agreement by adding the following language to the end of the first paragraph of Section 3.2:

“TPS will provide IPL with a rolling Forecasted Hourly Load and submit the data in such Forecasted Hourly Load to SPP. IPL shall be deemed to approve the Forecasted Hourly Load provided by TPS unless IPL timely overrides such data in a mutually agreed upon format by the Parties pursuant to the Governmental Rules.”

5. The Parties hereby amend the Agreement by adding the following language to Section 3. The following shall be inserted as Section 3.8:

“3.8 Additional Reporting. TPS shall use commercially reasonable efforts to expand the reports provided by TPS to IPL, which may include the additional reports listed in Exhibit D. This shall include one in-person meeting to finalize the design and scope of the additional reports. For the avoidance of doubt, this additional reporting must be mutually agreed to by the Parties and shall be limited in scope to (i) the list of additional reports on Exhibit D, and (ii) include only data TPS currently has access to on behalf of IPL.”

6. The Parties hereby amend the Agreement by deleting Section 4.1 in its entirety and replacing it with the following language:

- “4.1 The initial term of this Agreement shall begin with the Effective Date and shall continue until March 31, 2031 (“**Initial Term**”). After the Initial Term, the Agreement shall automatically renew for successive one (1) year periods thereafter (each, a “**Renewal Term**”). Notwithstanding the foregoing, in all cases, the Agreement may be terminated prior to commencement of a Renewal Term by either Party providing written notice of termination to the other Party at least ninety (90) days’ prior to such commencement. If this Agreement is so terminated then (a) the rights and obligations of any Party accrued under this Agreement and any specific transaction will not be prejudiced and will be preserved until satisfied, and (b) no termination of this Agreement shall be effective as to any ongoing transaction(s) until all Parties have fulfilled all their obligations under this Agreement with respect to such transactions.”
7. The Parties agree to amend the Agreement to add the following language to Section 4. The following shall be inserted as Section 4.2:
- “4.2 Change in Laws or Regulations. In the event a change in Applicable Laws or the Governmental Rules (a) materially impairs a Party’s ability to perform under this Agreement, (b) materially increases a Party’s costs or risks of performing under this Agreement, or (c) materially decreases the economic benefits obtained by a Party under this Agreement, the adversely affected Party may notify the other Party of the adverse effect and propose amendments to this Agreement to address the adverse effect of the change in Applicable Laws or Governmental Rules. The Parties shall negotiate in good faith to amend this Agreement to restore the Parties to the relative economic values and risk position each had enjoyed under this Agreement prior to the change in Applicable Laws or Governmental Rules. If the Parties have not reached agreement on an amendment by the thirtieth (30th) Day after the effectiveness of the notice sent by the affected Party, then the affected Party may, upon written notice to the other Party, terminate this Agreement by designating a termination date that is no earlier than ten (10) Days after the date of such written notice (“Permitted Termination”). Neither Party shall owe damages to the other Party in the event of a Permitted Termination; provided, that neither Party shall be relieved of any payment obligations accruing under this Agreement prior to the date of such termination or that by their nature survive such termination. The Permitted Termination applies solely to services under this Agreement and not to Product Transactions under a Confirmation. Such Product Transactions will continue despite a Permitted Termination of services unless the Parties negotiate a termination or unwinding of those Product Transactions.”
8. The Parties hereby amend the Agreement by deleting Section 5.1 in its entirety and replacing it with the following language:
- “5.1 Fixed Monthly Fee. Each Month during the term of this Agreement, IPL will pay TPS thirty-three thousand dollars (\$33,000) per month for services that TPS provided the previous month; *provided, however*, on April 1, 2026 and on each

annual anniversary thereafter, the then-current Fixed Monthly Fee shall escalate by two percent (2%).”

9. The Parties hereby amend the Agreement by adding the following language to Section 5. The following shall be inserted as Section 5.6:  
  
“5.6 Report Set-Up Fee. IPL will pay TPS a one-time fee of fifteen thousand dollars (\$15,000) for the set-up and distribution of the additional reporting described in Section 3.8 (“***Report Set-Up Fee***”).”
10. The Parties hereby amend the Agreement by adding the Exhibit D attached to this Amendment as Exhibit D to the Agreement.
11. Unless expressly changed by this Amendment, all other terms of the Agreement shall remain in full force and effect.
12. This Amendment may be executed in multiple counterparts, including facsimile(s) or emails, each one of which will be considered an original agreement, but all of which together will constitute one and the same instrument.
13. This Amendment contains the entire agreement between the Parties with respect to the subject matter of this Amendment and supersedes any previous understandings, commitments, or agreements, oral or written, with respect to such subject matter of this Amendment.

WHEREFORE, the Parties acknowledge and agree to this Amendment effective as of the Amendment Effective Date.

**TENASKA POWER SERVICES CO.**

By: \_\_\_\_\_

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

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

**CITY OF INDEPENDENCE, MISSOURI**

By: \_\_\_\_\_

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

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

**Exhibit D**  
**List of Reports**

Smoky Hill Monthly Settlement Report  
Solar Farm Meter Reads Report  
Validate Monthly Meter Data  
Review Settlement for Potential Disputes  
Review Unit Parameters/Check CROW outages  
Provide Forecast Information  
ECOH Monthly Dogwood Plant Operating Report  
Marshall PPA Checkout  
Submit Transmission information to SPP  
ARR/TCR Shadow Congestion Report



# City of Independence

## AGENDA ITEM COVER SHEET

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**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:**

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**Department /  
Contact**

Community Development /

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**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                | <u>(0.00)</u>            |
| Estimated Total Deficit                    | 682,110                  |
| Indep. Designated Funds                    | <u>(272,844)</u>         |
| Local Operating Contribution – Fixed Route | 409,266                  |
| Local Capital Contribution                 | <u>10,907</u>            |
| <b>Local Share</b>                         | <b><u>\$ 420,173</u></b> |

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 15th 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 | <u>(145,935)</u> |
| 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 30<sup>th</sup> 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 30<sup>th</sup> 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 | <u>(0.00)</u>  |
| Estimated Net Service Cost  | <u>259,200</u> |

**Source of Funds**

|                                               |                          |
|-----------------------------------------------|--------------------------|
| Indep. Designated Federal Funds               | (103,680)                |
| <b>Local Share - ADA Inter-jurisdictional</b> | <b><u>\$ 155,520</u></b> |

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 30<sup>th</sup> 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                     | <u>(0.00)</u> |
| Estimated Net Operating Cost                    | 229,500       |

**Source of Funds**

|                                 |                          |
|---------------------------------|--------------------------|
| Indep. Designated Federal Funds | <u>(91,800)</u>          |
| <b>Local Share</b>              | <b><u>\$ 137,700</u></b> |

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 | <u>\$873,600</u> |
| Estimated Net Operating Cost                                    | 873,600          |

**Source of Funds**

|                    |                  |
|--------------------|------------------|
| <b>Local Share</b> | <b>\$873,600</b> |
|--------------------|------------------|

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 | <u>\$29,040</u> |
|--------------------------------------------|-----------------|

**Source of Funds**

|                    |                 |
|--------------------|-----------------|
| <b>Local Share</b> | <b>\$29,040</b> |
|--------------------|-----------------|

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. 18<sup>th</sup> 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



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

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

A RESOLUTION REPEALING RESOLUTION NO. 6906 AND DIRECTING THE CITY MANAGER ON BOARDS AND COMMISSIONS RECORDINGS. (*Sponsored by Councilmember Brice 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 20<sup>th</sup>, 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 8<sup>th</sup>, 2025; and,

WHEREAS, 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 RESOLVED 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

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**Agenda Title:**

25-763 A resolution amending Section 5.1 of the Council Rules of Procedure (*Sponsored by Councilmember Fears*)

**Recommendations:**

**Background:**

**Emergency Justification:**

**Fiscal Impact:**

**Council Action:**

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**Department /  
Contact**

**Council and Board /**

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**REVIEWERS**

Melissa Cabrera  
Jeremy Cover  
Zachary Walker  
Susanne Holland

**ATTACHMENTS:**

1. Council Rules of Procedure Amendment

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

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

A RESOLUTION AMENDING SECTION 5.1 OF THE COUNCIL RULES OF PROCEDURE  
(Sponsored by Councilmember Fears)

WHEREAS, the Council desires to update the Council Rules of Procedure to amend Section 5.1 related to the Order of Business for Council meetings.

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

SECTION 1. That the Council Rules of Procedure are hereby amended to read as follows:

5.1 Order of Business – Regular Meetings: The general rule as to the order of business in regular meetings of the Council is stated thus:

Invocation

Pledge of Allegiance

Roll Call

**Presentations**

**Proclamations**

Citizen Requests

Communications and personal appearances of before the Council Unfinished business

~~Presentations~~

~~Proclamations~~

Consent Agenda – To be approved by one roll call vote

- a. Approval of minutes
- b. Reports & Recommendations of the City Manager
- c. Other Reports
- d. Resolutions

Reports & Recommendations requiring more than a majority vote to pass

Regular Agenda

Public Hearing Items

Non-Ordinance Actions Items

Ordinances

- a. For final action – having previously received first reading

- b. For first reading
- c. Emergency ordinances & appropriating ordinances

Information Only – does not require action

Approval of Executive Session Minutes (Only appears when needed.)

Councilmember Comments

- a. Matters initiated by Councilmembers for study, service requests, investigation by staff or formal action at a future meeting.

Appeal

Hearings

Adjournment

SECTION 2. That correction of any scrivener errors identified within the Council Rules of Procedure is hereby authorized by this resolution.

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

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

# City of Independence

## AGENDA ITEM COVER SHEET

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**Agenda Title:**

25-764 A resolution calling on Jackson County to create property tax relief for commercial property owners facing significant tax increases. *(Sponsored by Councilmembers John Perkins and Heather Wiley)*

**Recommendations:**

By passing this resolution, the City Council seeks to elevate the concerns of Independence's commercial property owners and spur proactive steps at the county level to address the growing economic pressures many businesses are facing.

**Background:**

Recent property tax assessments in Jackson County have resulted in dramatic increases in the appraised values of many commercial properties across Independence. These increases, in many cases, far exceed actual market conditions and place a disproportionate financial strain on local businesses—particularly small business owners—who are essential to the City's economic health and community vitality.

Councilmembers John Perkins and Heather Wiley have introduced this resolution to formally urge Jackson County to develop and implement targeted property tax relief measures for commercial property owners who have experienced significant valuation spikes. The resolution acknowledges that Jackson County has the authority and responsibility to ensure equitable assessment practices, and it calls for the exploration of mechanisms such as phased-in valuation increases, hardship-based deferrals, or caps on year-over-year property tax growth.

The proposed resolution reflects the City Council's commitment to supporting the local business community and advocating for a fairer, more sustainable taxation system. It also encourages collaboration between Jackson County, municipalities, chambers of commerce, and other stakeholders to identify practical solutions that balance tax equity with the need to fund essential public services.

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

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**Department /  
Contact**

**Council and Board /**

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**REVIEWERS**

Melissa Cabrera  
Jeremy Cover  
Zachary Walker  
Susanne Holland

**ATTACHMENTS:**

1. CM Perkins and Wiley. JACO Commercial Tax Relief (002)

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

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

A RESOLUTION CALLING ON JACKSON COUNTY TO CREATE PROPERTY TAX RELIEF FOR COMMERCIAL PROPERTY OWNERS FACING SIGNIFICANT TAX INCREASES (*Sponsored by Councilmembers John Perkins and Heather Wiley*)

WHEREAS, the City of Independence recognizes the vital role that commercial property owners and small businesses play in driving local economic activity, creating jobs, and contributing to the vibrancy of our community; and

WHEREAS, commercial property owners in Independence and across Jackson County have experienced unprecedented property tax increases in recent assessments, with many facing financial strain that threatens business sustainability and economic stability; and

WHEREAS, the recent spikes in property valuations have in many cases not aligned with corresponding changes in market conditions or the financial capacity of local business owners; and

WHEREAS, the Independence City Council is committed to advocating on behalf of local businesses and ensuring a fair and equitable property tax system that does not disproportionately harm commercial property owners or discourage future investment; and

WHEREAS, Jackson County has the authority and responsibility to ensure that assessment and taxation practices are transparent, equitable, and considerate of the economic realities facing property owners; and

WHEREAS, property tax relief programs—such as phased valuation adjustments, hardship-based deferrals, or caps on annual increases—may provide a more sustainable and equitable solution for commercial property owners without undermining essential public services funded through taxation; and

WHEREAS, the City Council of Independence seeks to work collaboratively with Jackson County and other regional stakeholders to identify practical and responsible solutions to the challenges posed by rapidly escalating property tax burdens;

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

SECTION 1. That the City Council of Independence formally calls upon the Jackson County Executive, the Jackson County Legislature, and the Jackson County Assessor's Office to develop and implement property tax relief measures specifically aimed at assisting commercial property owners who have experienced significant increases in assessed valuations.

SECTION 2. That the City Council urges Jackson County to engage with municipalities, business owners, chambers of commerce, and other stakeholders to explore and enact relief mechanisms that ensure fairness and long-term economic vitality.

SECTION 3. That the City Clerk is directed to forward a copy of this resolution to the Jackson County Executive and the Jackson County Legislature.



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

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

ATTEST:

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

APPROVED - FORM AND LEGALITY:

REVIEWED BY:

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

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

# City of Independence

## AGENDA ITEM COVER SHEET

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**Agenda Title:**

25-765 A resolution approving a Short-Term Rental for the property located at 3712 South Crysler Avenue, in Independence, Jackson County, Missouri. ***(Valid legal protest filed. Requires 5 votes for approval.)***

**Recommendations:**

Commissioner O'Neill 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 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.

The motion was seconded by Commissioner Young. 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 Section 14-424-23-B.4, a legal protest petition, duly signed and acknowledged by the owners of 25 percent or more of the land within an area determined by lines drawn parallel and 185 feet from the boundaries of the parcel proposed for the short-

term rental, was filed with the Planning Commission no later than 24 hours before the beginning of the meeting, for the proposed short-term rental located at 3712 S Crysler Ave. This request by Michael and Jill Fry to operate a short-term rental at 3712 S Crysler Ave was recommended for approval by Planning Commission, on June 24, 2025, after a public hearing. This request is being forwarded to the City Council for consideration and final action.

**PROPERTY HISTORY:**

The subject site is defined as Lot 7 of the Redford Lawn No. 2 subdivision recorded in 1943. At the time of recording, Redford Lawn No. 2 subdivision was located outside of the city limits of Independence and would be annexed in 1956. Upon adoption of the Zoning Ordinance, the subject site was assigned an R-1 (Single-Family) zoning designation in 1965. Since that time, the property has maintained a single-family residential zoning classification. County records indicate the applicant obtained ownership of the property in December of 2022. At the time of application, the property owner listed the subject dwelling as a short-term rental without a permit. On May 12, 2025, in response to an application for short-term rental approval, staff required the property owner to discontinue operations. However, the applicant failed to deactivate their listing from booking platforms, until June 9, 2025.

**PROPERTY CHARACTERISTICS:**

Located on the West side of Crysler Ave, North of 39th Street, the lot is ±17,971 ft<sup>2</sup> in size. The lot slopes down in the rear and has a Westerly aspect. County records indicate the dwelling was constructed in 1955 and contains ±1,536 ft<sup>2</sup> of living area. The façade is composed of white lap siding. The dwelling consists of a main story, attached garage, and basement. All three bedrooms are located on the main level. A detached accessory structure is located in the rear of the property and is ±1,800 ft<sup>2</sup> in size. There are two driveways providing parking areas for this property.

**CHARACTERISTICS OF THE AREA:**

Surrounded by single-family residential homes, the area was developed throughout a broad range of time--neighboring subdivisions having been recorded from the early 1940's through the late 1970's. As such, homes in the surrounding area consist of a variety of ages, characteristics and designs.

**PARKING:**

The subject site is supplied with two driveways. One driveway on the North side of the subject site provides ample space for one (1) vehicle. A shared driveway along the Southern property line extends into the rear yard and provides ample space for two (2) vehicles. At least three (3) parking spaces are available on this site.

**UNRULY GUEST/SECURITY:**

The applicant has indicated a subscription to a noise monitoring service called Alertify. The installation of a continuous noise monitoring device will need to be confirmed by City staff, prior to approval.

**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 AAA Disposal. Refuse is collected on a weekly basis.
- **Property listing** - The property will be listed on AirBNB and VRBO
- **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 as required by city code.
- **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:**

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

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**REVIEWERS**

Tom Scannell  
 Jeremy Cover  
 Zachary Walker  
 Susanne Holland

**ATTACHMENTS:**

1. Draft Resolution 25-400-05

2. STR Staff Report 25-400-06
3. Application Redacted
4. Notification Letter
5. Notification Addresses
6. Notification Area Map
7. Property Owner Notification Affidavit
8. Floor Plan
9. Fire Safety Plan
10. Parking Plan
11. Nearest Short Term Rental Map
12. Planning Commission Meeting Minutes 06-24-25
13. Signed Petition 3716 S Crysler

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

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

A RESOLUTION APPROVING A SHORT-TERM RENTAL FOR THE PROPERTY LOCATED AT 3712 SOUTH CRYSLER AVENUE, IN INDEPENDENCE, JACKSON COUNTY, MISSOURI.

WHEREAS, on April 26, 2025, the city accepted an application for a proposed short-term rental at 3712 S Crysler Ave 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 24, 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 3712 S Crysler Ave, on property legally described as Lot 7 of the Redford Lawn No. 2 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

**MEETING DATE:** June 24, 2025,

**STAFF:** Gabe Glaser, Planner

**PROJECT NAME:** 3712 S Crysler Ave – Short-Term Rental

**CASE NUMBER/REQUEST:** **Case 25-400-06 – Short-Term Rental – 3712 S Crysler Ave** – A request to operate a Short-Term Rental

**PROPERTY ADDRESS:** 3712 S Crysler Ave

**APPLICANT:** Michael Fry

**APPLICANT ADDRESS:** 2118 NW Killarney Ln, Lee's Summit, Mo 64081

**PROPERTY OWNER/RESPONSIBLE AGENT:** Michael Fry

**OWNER ADDRESS:** 2118 NW Killarney Ln, Lee's Summit, Mo 64081

**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 Residential) / 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 June 4, 2025
- Notification signs were posted on the property June 6, 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 3712 S Crysler Ave

**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 is defined as Lot 7 of the Redford Lawn No. 2 subdivision recorded in 1943. At the time of recording, Redford Lawn No. 2 subdivision was located outside of the city limits of Independence and would be annexed in 1956. Upon adoption of the Zoning Ordinance, the subject site was assigned an R-1 (Single-Family) zoning designation in 1965. Since that time, the property has maintained a single-family residential zoning classification.

County records indicate the applicant obtained ownership of the property in December of 2022. At the time of application, the property owner listed the subject dwelling as a short-term rental without a permit. On May 12, 2025, in response to an application for short-term rental approval, staff required the property owner to discontinue operations. However, the applicant failed to deactivate their listing from booking platforms, until June 9, 2025.

### Physical Characteristics of Property:

Located on the West side of Crysler Ave, North of 39<sup>th</sup> Street, the lot is ±17,971 ft<sup>2</sup> in size. The lot slopes down in the rear and has a Westerly aspect. County records indicate the dwelling was constructed in 1955 and contains ±1,536 ft<sup>2</sup> of living area. The façade is composed of white lap siding. The dwelling consists of a main story, attached garage, and basement. All three bedrooms are located on the main level. A detached accessory structure is located in the rear of the property and is ±1,800 ft<sup>2</sup> in size. There are two driveways providing parking areas for this property.

### Characteristics of the Area:

Surrounded by single-family residential homes, the area was developed throughout a broad range of time--neighboring subdivisions having been recorded from the early 1940's through the late 1970's. As such, homes in the surrounding area consist of a variety of ages, characteristics and designs.

**Parking:**

The subject site is supplied with two driveways. One driveway on the North side of the subject site provides ample space for one (1) vehicle. A shared driveway along the Southern property line extends into the rear yard and provides ample space for two (2) vehicles. At least three (3) parking spaces are available on this site.

**Unruly Guest/Security:**

The applicant has indicated a subscription to a noise monitoring service called Alertify. The installation of a continuous noise monitoring device will need to be confirmed by City staff, prior to approval.

**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 AAA Disposal. Refuse is collected on a weekly basis.
- **Property listing** - The property will be listed on AirBNB and VRBO.
- **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 as required by city code.
- **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. Floor Plan
7. Fire Safety Plan
8. Parking Plan
9. Nearest Short Term Rental Map



3712 S Crysler Ave Independence MO 64055

STR License

Submitted



|                    |            |                |             |
|--------------------|------------|----------------|-------------|
| Application number | A00149     | Applicant name | Michael Fry |
| Application date   | 2025-04-26 |                |             |



> Collapse details



Submitted

Send license

Edit



Property Address  
3712 S CRYSLER AVE INDEPENDENCE MO 64055

Parcel Number  
33320075400000000

Permit Held By  
Property Manager

Rental Structure  
Single family



Permit Holder

First Name  
Michael

Last Name  
Fry

Company Name  
Assets and Real Estate, LLC



Mailing Address

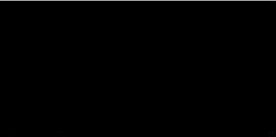
Property Owner(s)

Property Owner #1

First Name  
Michael

Last Name  
Fry

Company Name  
Assets and Real Estate, LLC

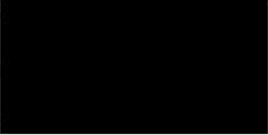


Mailing Address

Property Owner #2

First Name  
Jill

Last Name  
Fry



Mailing Address

Property Manager

First Name  
Michael

Last Name  
Fry

Company Name  
Assets and Real Estate, LLC



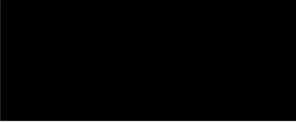
Mailing Address

Responsible Agent

First Name  
Michael

Last Name  
Fry

Company Name  
Assets and Real Estate, LLC



Mailing Address

Verification Documents

Floor Plan  
[floor\\_plan\\_2025-04-26-202144.pdf](#)

Evacuation Plan  
[fire\\_safety\\_2025-04-26-202144.pdf](#)

Parking Plan  
[parking\\_spaces\\_2025-04-26-202144.pdf](#)

Supplemental Questions

Collapse all

What is the total number of bedrooms?

3

Possible Violations

Permit Number Not Displayed in Listing  
866148897346722466

Add Note

Notes

Add

Total number of parking spaces available on the property?

3

What is your proposed total occupancy?

6

Is street parking allowed?

Yes

Please provide your Noise Management Plan:

We have subscribed to the noise monitoring service called Alertify

Please provide your Trash Disposal & Collection Plan:

AAA Disposal, weekly on Monday

Please provide all platforms that you plan to advertise on.

Airbnb, VRBO



PROPERTY OWNER NOTIFICATION LETTER  
For a Short-Term Rental Business

Date: June 4, 2025

Case Number: 25-400-06

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: 3712 S Crysler Ave

Total Maximum occupancy: Six (6) total guests

Number of bedrooms used: Three (3)

PROPERTY OWNER:

Name: Jill and Michael Fry

Phone: (425)308-9536 / (425)327-0584

E-Mail: [tricoachjill@hotmail.com](mailto:tricoachjill@hotmail.com) / [michaeltfry@hotmail.com](mailto:michaeltfry@hotmail.com)

Planning Commission Meeting Date: June 24, 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*

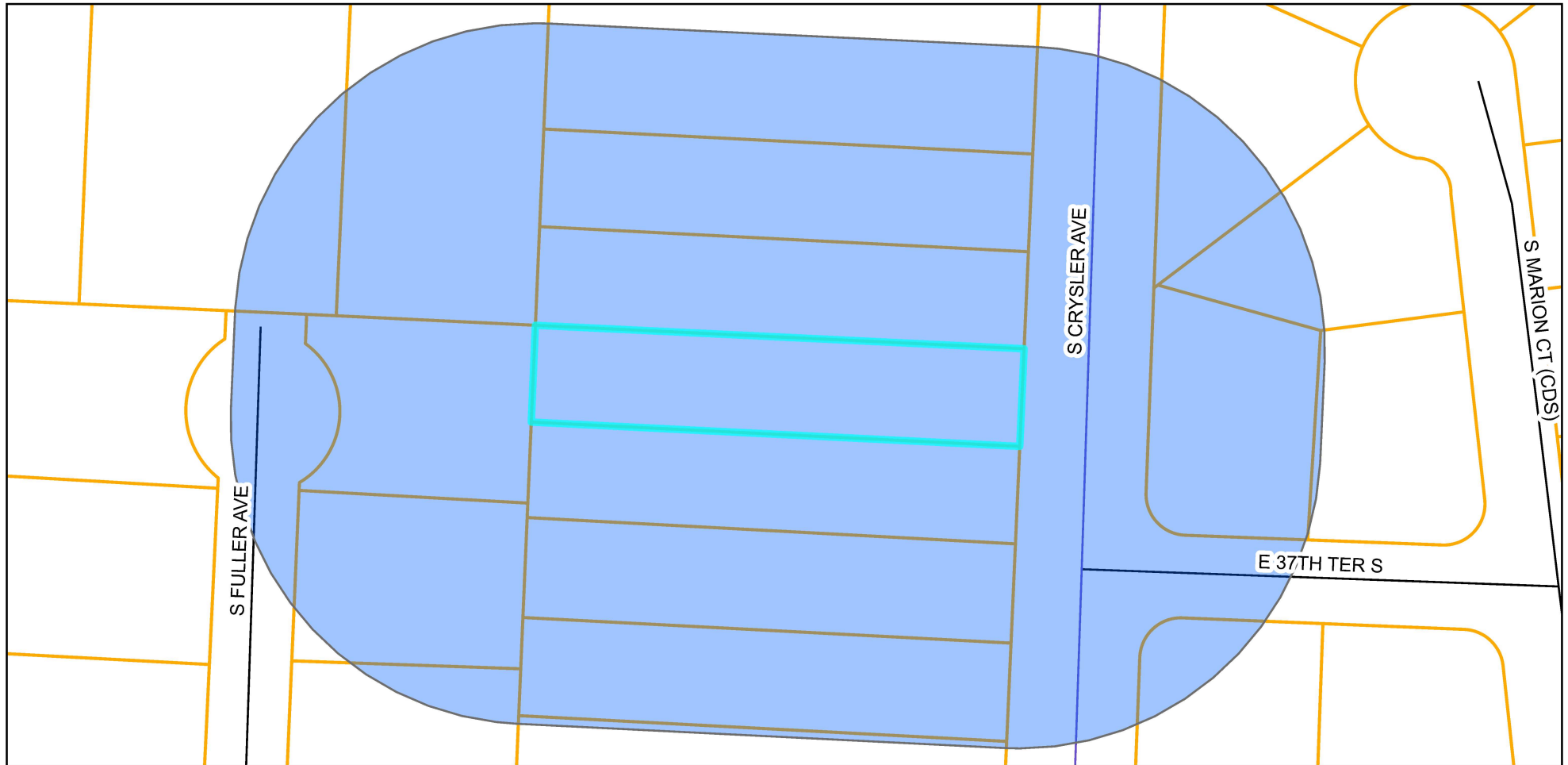
Gabriel Glaser  
Planner

| Property Address   | Property Owner                                                                   | Owner Address        | City         | State | ZIP Code   |
|--------------------|----------------------------------------------------------------------------------|----------------------|--------------|-------|------------|
| 12011 E 37TH ST S  | BROWNING MARK & PENNY                                                            | 12011 E 37TH ST S    | INDEPENDENCE | MO    | 64052      |
| 12207 E 37TH ST S  | SMALLEY DANIEL R & CRYSTAL                                                       | 12207 E 37TH ST S    | INDEPENDENCE | MO    | 64052      |
| 12400 E 37TH TER S | EVANS KENNETH R & THERESA J                                                      | 12400 E 37TH TERRACE | INDEPENDENCE | MO    | 64055      |
| 12401 E 37TH TER S | KIMBROUGH JONNY D & MERCEDITA V                                                  | 12401 E 37TH TER S   | INDEPENDENCE | MO    | 64055      |
| 3620 S MARION CT   | MCGUIRE JARED & ANNDELL                                                          | 3620 MARION CT       | INDEPENDENCE | MO    | 64055      |
| 3700 S MARION CT   | MATTSON TODD F                                                                   | 3700 MARION CT       | INDEPENDENCE | MO    | 64055      |
| 3704 S MARION CT   | MIDDLETON MICHAEL P                                                              | 3704 MARION CT       | INDEPENDENCE | MO    | 64055      |
| 3706 S CRYSLER AVE | REDFORD CHARLES E, SR, TRUSTEE OF THE REDFORD CHARLES E, SR, TRUST DATED 3/19/21 | 3706 S CRYSLER AVE   | INDEPENDENCE | MO    | 64055      |
| 3710 S CRYSLER AVE | KILLHAM LAURA J                                                                  | PO BOX 1152          | BLUE SPRINGS | MO    | 64013      |
| 3712 S CRYSLER AVE | FRY MICHAEL & JILL                                                               | 2118 NW KILLARNEY LN | LEES SUMMIT  | MO    | 64081      |
| 3716 S CRYSLER AVE | TURLEY KEVIN S & EVA J                                                           | 3716 S CRYSLER AVE   | INDEPENDENCE | MO    | 64055-3114 |
| 3718 S CRYSLER AVE | EDICK THOMAS G & KIM                                                             | 3718 S CHRYSLER      | INDEPENDENCE | MO    | 64055      |
| 3720 S CRYSLER AVE | SLOAN LIVING TRUST DATED 01/05/2021                                              | 3200 SW DAMON LN     | LEES SUMMIT  | MO    | 64082      |
| 3729 S FULLER AVE  | RICHARDS JACKSON & KAYTLYN                                                       | 3729 S FULLER AVE    | INDEPENDENCE | MO    | 64052      |
| 3735 S FULLER AVE  | RICH TERRY L                                                                     | 3735 S FULLER        | INDEPENDENCE | MO    | 64055      |
| 3741 S FULLER AVE  | CALDARELLO VICTORIA J                                                            | 3741 S FULLER AVE    | INDEPENDENCE | MO    | 64052      |

# Notification Area Map

3712 S Crysler Ave

Case #25-400-06



## Legend

-  Notification Area
-  Parcels



0 50 100 200 US Feet

Prepared For: Planning Commission  
Meeting Date: June 24, 2025



# Property Owner Notification Affidavit

STATE OF MISSOURI

COUNTY OF JACKSON

Case No. 25-400-06

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 4 day of June, 2025.

Cheryl Wrisinger

Signature of Agent, Owner or Attorney

Subscribed and sworn to before me this 4<sup>th</sup> day of June, 2025.

Miranda L Rice

Notary Public

March 12, 2028

Commission Expiration Date



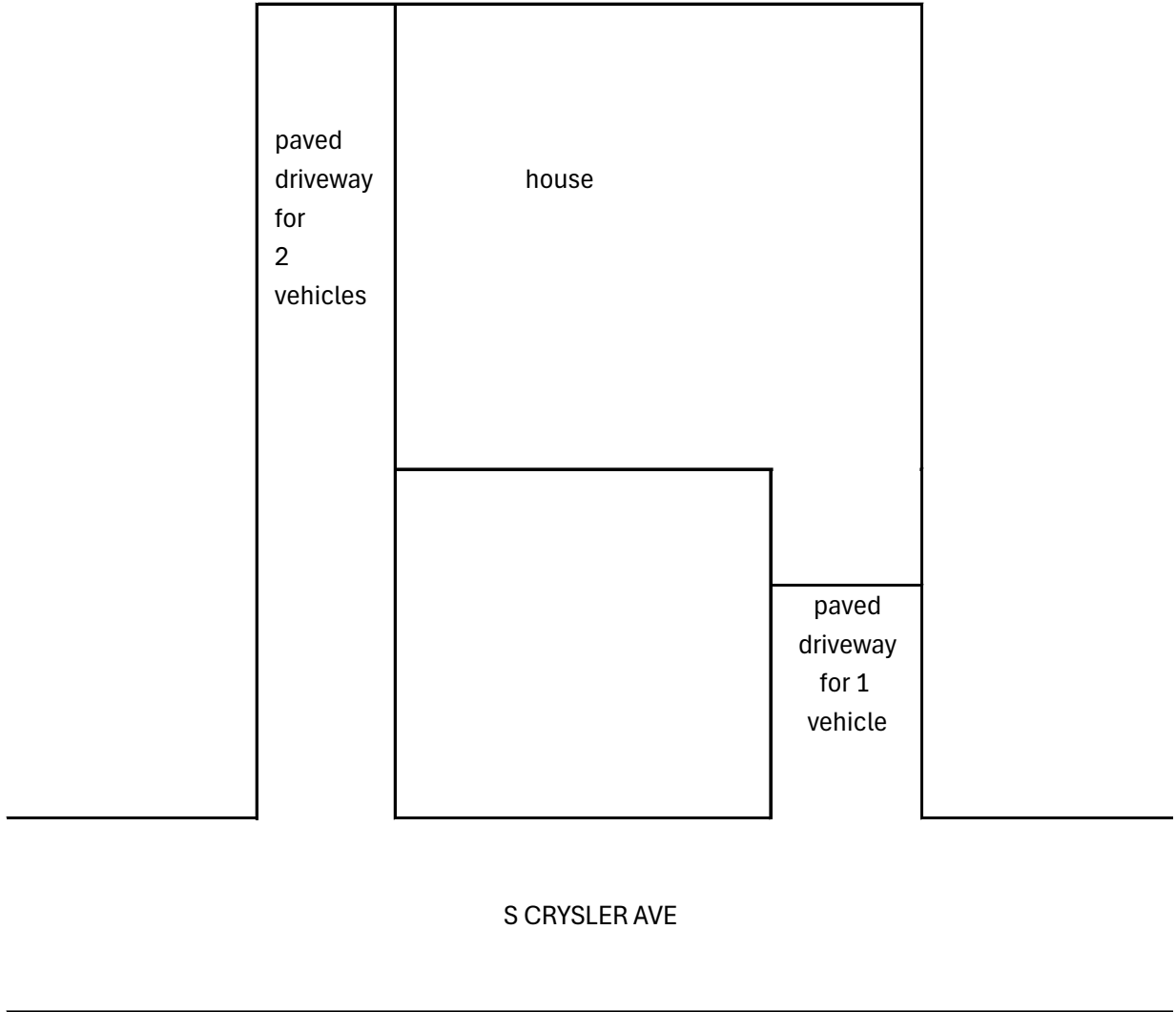


MAINT A J RICE  
NOTARY PUBLIC - NOTARY 2001  
State of Missouri  
Commission Expires March 15, 2008  
Commission Number 1531018

March 15, 2008





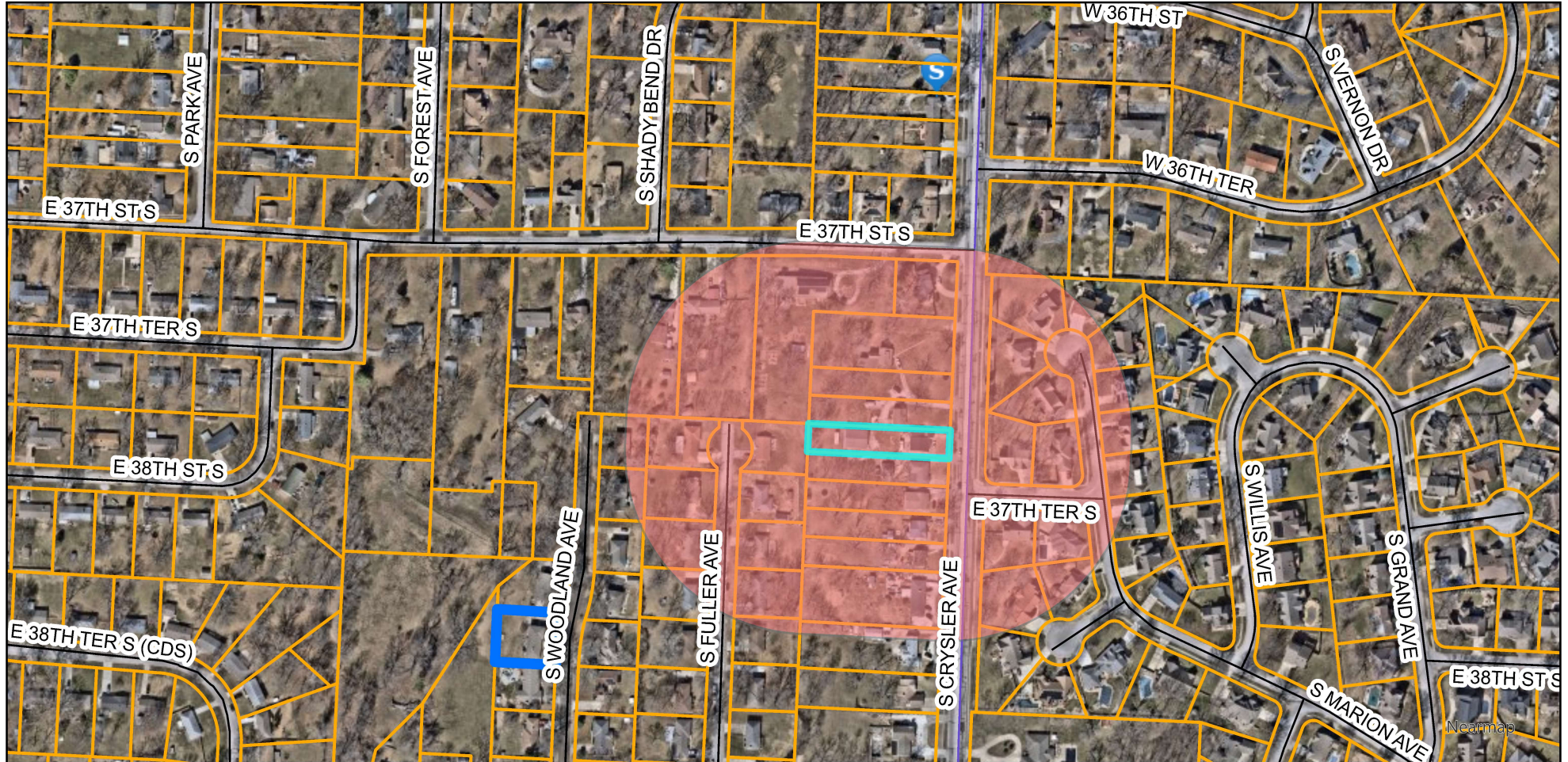




# Nearest Short Term Rental

3712 S Crysler Ave

Case #25-400-06



## Legend

- 500 ft Site Separation Req.
- Proposed STR
- Parcels
- S Short Term Rentals



0 125 250 500 US Feet

Prepared For: Planning Commission  
Meeting Date: June 24, 2025



## Planning Commission Minutes

June 24, 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 6/24/2025, in the 111 E Maple Avenue, Independence, MO 64050. The meeting was called to order.

### ROLL CALL

Upon roll call, the following members were present - Laurie Dean Wiley, Eric Ashbaugh, Edward Nesbitt, Dan O'Neill, Virginia Ferguson, Jose Torres, Michael Young. Absent - .

### CONSENT AGENDA

The Consent Agenda consists of routine items of business to be acted upon by the Planning Commission with little or no public discussion. The staff or committee recommendation for each item is included in the Planning Commission packet. Any item may be removed by a commissioner or staff member to become part of the regular agenda.

#### 1. Planning Commission Minutes – June 10, 2025

#### 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.

### CASE WITHDRAWN

#### 1. Case 25-400-08 – Short-Term Rental – 2104 N. Liberty St – A request to operate a Short-Term Rental.

Gabe Glaser noted this case has been withdrawn.



## **PUBLIC HEARING**

1. **Case 25-125-02 – Rezoning/PUD – 19300 E. 37<sup>th</sup> Terrace** – A request to rezone the property from C-2 (General Commercial) to R-30/PUD (High Density Residential/Planned Unit Development) and approving a preliminary development plan.

### **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.

In response to Commissioner Nesbitt's question, Mr. Arroyo stated the updated Housing Study showed we still had room for close to 700 new apartments. He noted this was approved last year but has changed significantly. Mr. Arroyo said the previously approved apartments throughout the City are accounted for in the number of units needed per the Housing Study. Commissioner Nesbitt asked if there are EV chargers and expressed concern that they are not required.

### **Applicant Comments**

Jason Osborne, 1526 Grand Blvd, Kansas City, stated he represents the Architecture firm and explained this has remained undeveloped because of the topography. Mr. Osborne said with the previous approved plan, they would have had to bring in too much fill. He stated they worked with planning staff to bring a better plan forward. Mr. Osborne noted they have more green space with this plan and will have more parking per unit than the previous plan. He stated this development team is focused on providing quality housing and would be market based on pricing.

In response to Commissioner O'Neill's question, Mr. Osborne stated their engineers have looked at this design and they believe they can handle any water concerns.

In response to Commissioner Nesbitt's question, Mr. Osborne said this structure is similar to the new Legends 267 apartments and the Oxbow Apartments in North Kansas City. Mr. Osborne noted this is strictly residential land and will be at the upper end of the middle price point. Mr. Osborne said each apartment will have individual water and electric meters and that equipment will be on the roof. He said although there is no requirement for EV charging stations, they do plan to have a couple.

In response to Chairwoman Wiley's question, Mr. Osborne said amenities will most likely include a fitness center, tranquility quarter, courtyard, coffee station, group area and community area for resident events.

In response to Commissioner Ashbaugh's question, Mr. Osborne said this will have a large courtyard with an amenity deck that includes a pool, grills, a walking track and playground. Mr. Osborne said there will not be a pickleball court because of the noise and noted there will be elevators for residents.

### **Public Comments**

No public comments.

### **Motion**

Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Dan O'Neill seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

### **OTHER BUSINESS**

1. **Case 25-400-06 – Short-Term Rental – 3712 S. Crysler Ave** – A request to operate a Short-Term Rental.

### **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.

Mr. Glaser noted the City received a valid protest petition from those within 185 feet of the property and the Planning Commission would be making a recommendation to the City Council.

In response to Chairwoman Wiley's question, Mr. Glaser stated Business License staff did find this business operating illegally and told them to cease operations. After a second request to cease operation, they contacted staff and started this approval process.

### **Applicant Comments**

Michael Fry, 2118 NW Killarney Lane, Lee's Summit, explained that there is a pole barn in the back of the property that they use for boat storage. He said they were not aware that a license was required to run a Short-Term Rental. Mr. Fry said they didn't know they could turn off new reservations when they were first contacted by the City. He said this would be great for the community. Mr. Fry said they've put a new roof on the house and said they've made lots of improvements to the property. He said in the first couple of months they did have someone that had a party, so they no longer allow one-night or same-day reservations. Mr. Fry said they have a 5-star rating and haven't had any parties since making those changes.

Commissioner Nesbitt noted to Mr. Fry that if this is approved the county taxes will move to a commercial rate.

In response to Commissioner Young's question, Mr. Fry said the room behind the garage is used for the washer and dryer and a pantry.

In response to Chairwoman Wiley's question, Mr. Fry said they purchased the house next door and have plenty of parking. He said he talks to the neighbor to the south of this property and



hasn't had any issues with her. He said he has had issues with a neighbor to the north.

In response to Commissioner Ashbaugh's question, Mr. Fry said the protest petition may be because of the one party that was held there, but he's not sure.

### **Public Comments**

No public comments.

### **Motion**

Commissioner Dan O'Neill made a motion to approve the case. Commissioner Michael Young seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

2. **Case 25-400-07 – Short-Term Rental – 3804 S. Woodland Ave** – A request to operate a Short-Term Rental.

### **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.

In response to Chairwoman Wiley's question, Mr. Glaser stated this applicant has not been operating.

### **Applicant Comments**

Dudley and Lynn Collums, 8406 S Outer Belt Road, Oak Grove, stated they are available for any questions. Ms. Collums said this is a great house and in a great location close to the stadiums. She stated all of her kids have a short-term rental, so they figured they need one too.

### **Public Comments**

No public comments.

### **Motion**

Commissioner Dan O'Neill made a motion to approve the case. Commissioner Jose Torres seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

## **ROUNDTABLE - NEXT MEETING JULY 15, 2025**

Chairwoman Wiley noted Commissioner Torres will be out of the country, so the Election of Officers will be the second meeting in August.

Chairwoman Wiley stated Commissioner Young is on the FIFA Committee and will provide the Commissioners some information via email.

Chairwoman Wiley said the application for Wally's will be pushed out about six weeks and will not be before the Planning Commission in July as originally planned.

#### **ADJOURNMENT**

*The meeting was adjourned at 7:09 p.m.*

## **Legal Protest Petition Information for Short-Term Rentals**

The Missouri Statutes and the Independence City Code provide for the filing of a protest petition against short-term rental applications. After an application has been filed for a particular property, notices are sent by the applicant to the owners of real property located within 185 feet of the boundaries of the tract for which the application is filed. The notices give some brief information about the request and invite the owners of the surrounding property to attend the public hearing before the Planning Commission. A notice of these hearings is also published in the local newspaper, posted in City Hall, and on the City website. At these public hearings, people in favor of, against, or wishing more information about an application, can address the Planning Commission. Generally, the Planning Commission holds its regularly scheduled meetings at 6:00 P.M. on the second and fourth Tuesdays of each month, and the City Council's regular meetings are at 6:00 P.M. on the first and third Mondays. Regular meetings for the Planning Commission and City Council are held in the Council Chambers on the first floor of City Hall, 111 E. Maple Avenue.

Opponents to a proposed short-term rental may submit a protest petition signed by the owners of the property within 185 feet of the boundaries of the subject property which an application has been made. This petition, if determined valid, will require the affirmative vote of the majority of the City Council. Only those signatures of the property owners of the land within 185 feet of the boundaries of the property, however, qualify as valid per Section 14-424-23 of the Independence City Code. This section of the City Code is as follows:

### **Legal Protests**

If a legal protest petition against a short-term rental application is submitted and validated before the action of the Planning Commission, any action of the Planning Commission will constitute only a recommendation, with the final decision made by the City Council. In such case when a legal protest has been filed, the Planning Commission may recommend approval, approval with conditions, denial, or it may continue an application for further consideration. A protest against a short-term rental application presented to the Planning Commission, duly signed and acknowledged by the owners of twenty-five (25) percent or more of the land within an area determined by lines drawn parallel and 185 feet from the boundaries of the parcel proposed for the short-term rental, will constitute a legal protest. A legal protest must be presented to the Planning Commission no later than 24 hours before the beginning of the meeting at which the proposed short term rental application will be considered.

### **Action by City Council**

The City Council must consider and take final action on a short-term rental application on an appeal from an action of the Planning Commission or when a valid legal protest petition was submitted. The City Council must act on a resolution after reviewing the record of the proceedings from the Planning Commission, and may approve, approve with conditions, deny, or remand such application to the Planning Commission for further consideration. No additional public testimony before the City Council will be accepted. A short-term rental application, which is the subject of a legal protest petition, will become effective only by the favorable vote of five of all the members of the City Council.



***In the above section:***

1. "Owners" refers to the owners of the land not the owners of a business or personal property on the land, nor renters of the land. Owners' names are derived from the Jackson County property tax records.
3. For the specification of "...twenty-five percent (25%) or more... within an area determined by lines drawn parallel to and 185 feet distant from the boundaries of the district proposed to be changed..." means:
  - a) In most cases this excludes the area contained in the parcel of land for which the request is made, but rather only the area included in the 185-foot strip of land surrounding the parcel.
  - b) The area of streets, highways, alleys and other right-of-ways are excluded when calculating the total area of the 185-foot strip of land surrounding the parcel.
  - c) The specification requires signatures of the owners of at least twenty-five percent (25%) or more of the land area, not twenty-five percent (25%) or more of the landowners.
  - d) If the 185-foot strip splits a property, only that part of the property which is located within the 185-foot line is considered in the area calculations.

An example of a protest petition is attached and may be used as necessary. If a petition is created by the protesting body, the petition must clearly refer to the specific application for which the request is made, including the legal description or address. Each signature of any submitted petition must be notarized. Petition circulators are advised to submit the completed and notarized petition to the City staff for review at least four (4) days before the date of the City Council hearing in order that the petition may be verified for accuracy.

***In filling out this form please:***

1. Enter the information about the property against which the protest is made, include the site's location or address and the applicant's name or company. This information can be found in the notice which you received on this case.
2. Submit the full name of the owner(s), address of their respective properties, and their signatures acknowledged by a notary public.
3. The owners of each property should file a separate protest petition for each tract or property protesting. If the property owner is a corporation, an affidavit must be attached, stating that the corporation has authorized the signature.
4. If the property is in multiple ownerships, all owners must sign. If the property is listed on the Jackson County tax records as owned by husband and wife, then both must sign. A husband cannot sign for his wife, or vice-versa.



5. The signature must be identical, or nearly identical, to the name of the owner(s) as it appears on the deed (and corresponding tax records). For example, if the name on the deed is John J. Doe, then Jack Doe would not be acceptable, whereas John Jacob Doe would be.

6. In the case of property listed in co-ownership by a husband and wife in whom one of the spouses is deceased, the surviving spouse must list the date and place (city/county/state) in which the deceased spouse died and then sign the statement. Example: "My husband, William J. Smith, died October 2, 1977 in Independence, Jackson County, Missouri"... signed Mary M. Smith.

If you have any questions concerning this information, please contact the Community Development Department at City Hall building, 111 E. Maple, or call 816-325-7421.

### LEGAL PROTEST PETITION

We the undersigned, being property owners within 185 feet of subject property described as 3716 S. Cryster hereby protest the application of a Short-Term Rental, City Case number 25-400-46, asking the Independence City Council to deny the requested Short-Term Rental permit.

| Name                                                                           | Property Address       | Date of Signing  |
|--------------------------------------------------------------------------------|------------------------|------------------|
| 1. <u>Benjamin J. Killham</u><br>Print Name<br><u>[Signature]</u><br>Signature | <u>3710 S. Cryster</u> | <u>6/15/2025</u> |
| 2. <u>Charles B. Redford</u><br>Print Name<br><u>[Signature]</u><br>Signature  | <u>3706 S. Cryster</u> | <u>6/15/2025</u> |
| 3. <u>Mark Browning</u><br>Print Name<br><u>[Signature]</u><br>Signature       | <u>12011 E 37th St</u> | <u>6/16/2025</u> |



4. Penny Browning 12011 E 37<sup>th</sup> 6/16/25

Print Name

Penny Browning

Signature

5. Kenneth R Evans 12400 E 37<sup>th</sup> Tens 6-17-25

Print Name

Kenneth R Evans

Signature

6. Patricia Dickson 3700 S. Chrysler Ave 6-17-25

Print Name

Patricia Dickson

Signature

7. Jordan Dilley 3616 S Marion Ct 6-18-25

Print Name

Jordan Dilley

Signature

8. Kaylyn Richards 3729 S Fuller Ave 6/18/25

Print Name

Kaylyn Richards

Signature

9. \_\_\_\_\_

Print Name

\_\_\_\_\_

Signature

10. \_\_\_\_\_

Print Name

\_\_\_\_\_

Signature

11. \_\_\_\_\_  
Print Name

\_\_\_\_\_  
*Signature*

12. \_\_\_\_\_  
Print Name

\_\_\_\_\_  
*Signature*

13. \_\_\_\_\_  
Print Name

\_\_\_\_\_  
*Signature*

14. \_\_\_\_\_  
Print Name

\_\_\_\_\_  
*Signature*

15. \_\_\_\_\_  
Print Name

\_\_\_\_\_  
*Signature*

16. \_\_\_\_\_  
Print Name

\_\_\_\_\_  
*Signature*

17. \_\_\_\_\_  
Print Name

\_\_\_\_\_  
*Signature*



18. \_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

19. \_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

20. \_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

CONTACT PERSON: Laura J Killham PHONE: 480 579 4538

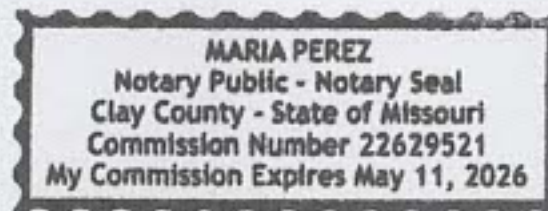
CONTACT PERSON SIGNATURE: [Signature] DATE: 6/20/2025

On this 20<sup>th</sup> day of June, 2025, before me, the undersigned, a Notary Public, personally appeared Laura Killham 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.

Maria Perez  
Notary Public

My Commission Expires  
May 11, 2026





# City of Independence

## AGENDA ITEM COVER SHEET

---

**Agenda Title:**

25-766 A resolution naming Jarvis Sackman as Interim Director of the Board of Directors of the Susquehanna East Shopping Center Community Improvement District

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

---

**Department /  
Contact**

**Council and Board /**

---

**REVIEWERS**

Jeremy Cover  
Zachary Walker  
Susanne Holland

**ATTACHMENTS:**

1. Res apptg Jarvis Sackman to BOD

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

A RESOLUTION NAMING JARVIS SACKMAN AS INTERIM DIRECTOR OF THE  
BOARD OF DIRECTORS OF THE SUSQUEHANNA EAST SHOPPING CENTER  
COMMUNITY IMPROVEMENT DISTRICT

WHEREAS, the City Council of the City of Independence, Missouri, did pursuant to Ordinance No. 19190, passed on the 1<sup>st</sup> day of February 2021, establishing the Susquehanna East Shopping Center Community Improvement District; and,

WHEREAS, the establishment of the Susquehanna East Shopping Center Community Improvement District included the creation of a five-member Board of Directors; and,

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

WHEREAS, the regulations call for the Directors to be appointed by the Mayor, with the consent of the City Council;

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

SECTION 1. That the City Council of the City of Independence, Missouri, hereby consents to the appointment by the Mayor of Jarvis Sackman as a member of the Board of Directors of the Susquehanna East Shopping Center Community Improvement District. Mr. Sackman's term will expire in 2027.

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:

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City Clerk

APPROVED AS TO FORM AND LEGALITY:

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City Counselor

REVIEWED BY:

---

City Manager

# City of Independence

## AGENDA ITEM COVER SHEET

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**Agenda Title:**

25-767 A resolution reappointing Tom Lesnak and Nancy Clayton to the Board of Directors of the Susquehanna East Shopping Center Community Improvement District

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

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**Department /  
Contact**

**Council and Board /**

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**REVIEWERS**

Melissa Cabrera  
Jeremy Cover  
Zachary Walker  
Susanne Holland

**ATTACHMENTS:**

1. Res Reappt Lesnak and Clayton

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

A RESOLUTION REAPPOINTING TOM LESNAK AND NANCY CLAYTON TO THE  
BOARD OF DIRECTORS OF THE SUSQUEHANNA EAST SHOPPING CENTER  
COMMUNITY IMPROVEMENT DISTRICT

WHEREAS, the City Council of the City of Independence, Missouri, did pursuant to Ordinance No. 19190, passed on the 1<sup>st</sup> day of February 2021, establishing the Susquehanna East Shopping Center Community Improvement District; and,

WHEREAS, the establishment of the Susquehanna East Shopping Center Community Improvement District included the creation of a five-member Board of Directors; and,

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

WHEREAS, the regulations call for the Directors to be appointed by the Mayor, with the consent of the City Council;

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

SECTION 1. That the City Council of the City of Independence, Missouri, hereby consents to the reappointment by the Mayor of Tom Lesnak and Nancy Clayton as members of the Board of Directors of the Susquehanna East Shopping Center Community Improvement District, each to serve a four-year term expiring in 2029.

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

# City of Independence

## AGENDA ITEM COVER SHEET

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**Agenda Title:**

25-768 A resolution amending the Independence FIFA World Cup Advisory Committee Appointments to include four alternate members

**Recommendations:**

Staff recommends approval

**Background:**

Staff is requesting Council approval to add four alternate members to the Council-appointed FIFA Committee. Due to the committee's growing workload and the wide range of activities and locations involved in FIFA planning, additional support is needed to ensure continued progress.

The committee has also experienced challenges meeting quorum, which can delay key decisions. Alternates would help maintain meeting efficiency and provide broader representation across impacted areas of the city.

Adding alternates will support the committee's ability to operate effectively during this critical planning period.

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

There is no fiscal impact

**Council Action:**

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**Department /  
Contact**

City Manager /

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**REVIEWERS**

Jeremy Cover  
Zachary Walker  
Susanne Holland

**ATTACHMENTS:**

1. FIFA Advisory Committee Member Appt Resolution-Alternates 2





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

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

A RESOLUTION APPOINTING MEMBERS TO THE INDEPENDENCE FIFA WORLD CUP  
ADVISORY COMMITTEE

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

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

WHEREAS, the City Council of the City of Independence, Missouri, agreed upon the appointment of 21 members and **4 alternate members** who are residents in the Kansas City metropolitan area to this Committee, and;

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

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

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

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

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

| <u>Name</u>            | <u>Appointed by</u> | <u>Organization or Address</u>    |
|------------------------|---------------------|-----------------------------------|
| Morris Heide, Director |                     | Parks, Recreation, and Tourism    |
| Charline Gray          |                     | Chamber of Commerce               |
| Amy Jolley             |                     | SAI Representative                |
| JJ Kutz                |                     | Independence Hospitality Industry |
| Eileen Weir            |                     | Truman Library                    |

|                             |                  |                                              |
|-----------------------------|------------------|----------------------------------------------|
| Carlos Cabrera              | Mayor Rowland    | 510 N. Delaware St                           |
| Cindi Rogers                | Fears            | 1316 West 29 <sup>th</sup> Street            |
| Joyce Constance-White       | Fears            | 1024 S. Forest Ave.                          |
| Zach Harmon-McLaughlin      | Perkins          | 425 N. Pleasant Street                       |
| Jeff O'Neill                | Perkins          | 500 N. Main Street                           |
| Aldo Torres                 | Stewart          | 18918 E. Bundschu Road                       |
| Randall House               | Stewart          | 19433 E. 11 <sup>th</sup> Terrace North      |
| Michael Young               | Vaught           | 10704 E. 15 <sup>th</sup> Street South       |
| Shelby McClain              | Vaught           | 510 N Delaware St                            |
| Kristine Vainovska Twidwell | McCandless       | 19301 E. 8 <sup>th</sup> St. Ct. S.          |
| Mark Adams                  | McCandless       | 500 W. US Highway 24                         |
| Tab Wyckoff                 | Wiley            | 18005 E. 27 <sup>th</sup> Terr S             |
| Justice Horn                | Wiley            | 2403 NW 8 <sup>th</sup> Street, Blue Springs |
| Angie Judy                  | Mayor Rowland    | 702 N Union                                  |
| <b>ALTERNATE 1</b>          | Council Approved |                                              |
| <b>ALTERNATE 2</b>          | Council Approved |                                              |
| <b>ALTERNATE 3</b>          | Council Approved |                                              |
| <b>ALTERNATE 4</b>          | Council Approved |                                              |

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

# City of Independence

## AGENDA ITEM COVER SHEET

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**Agenda Title:**

25-769 A resolution authorizing the City of Independence to adopt the Multi-Jurisdictional Hazard Mitigation Plan

**Recommendations:**

Staff recommends approval

**Background:**

The proposed resolution authorizes the City of Independence to adopt the 2025 Multi-Jurisdictional Hazard Mitigation Plan, a collaborative regional effort developed in partnership with Cass, Clay, Jackson, Platte, and Ray counties. The plan, coordinated by the Mid-America Regional Council (MARC), identifies regional risks from natural hazards and outlines strategies to reduce long-term impacts on people, property, and public infrastructure.

The City of Independence's participation in this plan demonstrates a continued commitment to proactive hazard mitigation and disaster preparedness. By adoption, it positions the City of Independence to strengthen community resilience, improve emergency response coordination, and remain eligible for future federal mitigation funding opportunities.

Key components of the Plan include:

- Assessment of regional hazard vulnerabilities (e.g., flooding, severe weather, earthquakes)
- Identification of mitigation goals and local actions to reduce risks
- A commitment to update the Plan every five years
- Frameworks for inter-jurisdictional coordination during emergencies

If approved, this will mark the 15th consecutive year the City has participated in the regional hazard mitigation planning process. The 2025 Plan has been reviewed by the State Emergency Management Agency (SEMA) and is pending final approval by FEMA.

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

Adoption of the Plan is a requirement to maintain eligibility for federal hazard mitigation assistance programs administered by FEMA and coordinated through the State Emergency Management Agency (SEMA).

**Council Action:**

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

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**REVIEWERS**

Jeremy Cover  
Zachary Walker  
Susanne Holland

**ATTACHMENTS:**

1. Regional Multi-Jurisdictional Hazard Mitigation Plan Resolution (AutoRecovered)
2. Reg Multi-Jurisdictional Hazard Mitigation Plan 2025

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

A RESOLUTION AUTHORIZING THE CITY OF INDEPENDENCE TO ADOPT THE  
MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN

WHEREAS the City of Independence recognizes the threats that natural hazards pose to people and property within the City of Independence; and

WHEREAS, the City of Independence has participated in the preparation of a multi-jurisdictional local hazard mitigation plan, hereby known as the 2025 Multi-Jurisdictional Hazard Mitigation Plan for Cass, Clay, Jackson, Platte and Ray counties, hereafter referred to as the *Plan*, and

WHEREAS the *Plan* identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in the City of Independence from the impacts of future hazards and disasters; and

WHEREAS adoption by the City of Independence demonstrates their commitment to hazard mitigation and achieving the goals outlined in the *Plan* and affirms that the Plan will be updated no less than every five years; and

WHEREAS the final drafted plan prepared by the Mid-America Regional Council has been reviewed by the State Emergency Management Agency (SEMA) and is expected to be approved by the Federal Emergency Management Agency (FEMA).

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

SECTION 1. That the City of Independence, Missouri hereby approves the adoption of 2025 Regional Multi-Jurisdictional Hazard Mitigation Plan, a copy of which is on file with the City Clerk's Office, for the purpose of building a safer community by reducing natural and other hazard vulnerability.

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



## **REGIONAL MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN 2025 CASS, CLAY, JACKSON, PLATTE AND RAY COUNTIES, MISSOURI**

The Federal Emergency Management Agency (FEMA) assists state and local governments, school districts, colleges and universities and others with planning guidance and grants to identify and address risks to lives and properties from natural hazards. Every five years, local jurisdictions are asked to adopt a Hazard Mitigation Plan, and the Mid-America Regional Council (MARC) has assisted jurisdictions in the Kansas City metro area in the five Missouri counties with a new plan.

The new plan needs FEMA approval by mid-July 2025. The natural hazards identified as posing the greatest risk include tornadoes, floods, severe winter weather, severe heat and drought, and severe thunderstorms. Each jurisdiction has responsibility to participate in the plan's preparation, identify hazards of greatest risk to their community, identify local capabilities and needs, and outline goals and actions. Each jurisdiction must adopt the plan. Those participating include the region's five Missouri counties, 36 cities, 3 special districts, 21 school districts and 2 colleges/universities.

The planning process enables local officials to better understand the natural hazards that pose the most risk to the community; engage the public to understand their concerns; identify possible goals and actions that could be addressed at the local level; and be eligible for certain FEMA grants. The planning process began in mid-2024 with formation of a Steering Committee, a kickoff meeting and outreach to local jurisdictions. A public survey had almost 1,000 responses, and a consultant assisted with a thorough hazard analysis for each of the five natural hazards. An online portal allowed local jurisdictions to provide updated information on their local capabilities and goals/mitigation actions. The draft materials were posted on the MARC website and local officials and the public were encouraged to review the draft documents and offer feedback.

The complete plan may be found on the MARC website at [Hazard Mitigation Plan | MARC](#) The plan includes

Chapter 1: Introduction and Planning Process

Chapter 2: Planning Area Profile

Chapter 3: Local Capabilities Assessment and Safe Growth Audit

- Plans and Policies
- Building and Other Codes
- Public Awareness and Warning Systems
- Participation in the Federal Flood Insurance Program

Chapter 4: Hazard Identification and Risk Assessment for the Five Natural Hazards

Chapter 5: Local Goals and Mitigation Actions

Chapter 6: Plan Maintenance

**Independence** has identified goals and mitigation actions to reduce risks to lives and property for the five natural hazards, including:

#### Tornadoes and Severe Thunderstorms

- Encourage building practices and use of materials to reduce damage from tornadoes
- Increase public awareness of the benefits of safe rooms
- Ensure public facilities have shelter space and encourage shelters in public and private community buildings
- Increase coverage and capacity of mass notification systems
- Encourage electric, water and telecommunications utilities to protect their facilities and have back up power

#### Flooding/Dams/Levees

- Educate the public about flood mitigation and preparedness
- Adopt new stormwater engineering design and management standards to reduce risks
- Integrate flood mitigation strategies with project design to protect, restore and enhance environmental ecosystems and create recreational opportunities
- Participate in and ensure compliance with federal floodplain management programs
- Address stormwater and flood challenges, including adoption of new metro APWA section stormwater engineering design and management standards
- Discourage development in floodplain and flood prone areas
- Improve safety for the traveling public from flash flooding across roadways in the city
- Improve emergency response during flood events
- Have evacuation plans and notification systems in place to address dam or levee failures

#### Severe Winter Weather

- Educate the public about the dangers of severe winter weather and steps to prepare for events
- Encourage the addition of generators in public and private buildings to support power outages caused by severe winter weather or to enable residents without power to seek shelter.
- Address road conditions during snow and ice events to prevent traffic crashes and injuries

#### Severe Heat and Drought

- Assess the city's vulnerability to drought and the availability of water, and ensure plans and procedures addressing local drought response, drought mitigation and long-term water planning are developed.
- Educate the public about severe heat and drought conditions, water conservation
- Ensure at-risk populations have access to cooling centers, fans or air conditioning during extreme heat events



# City of Independence

## AGENDA ITEM COVER SHEET

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**Agenda Title:**

25-770 A resolution appointing the Successor Directors to the Hub Drive Community Improvement District

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

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**Department /  
Contact**

**Council and Board /**

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**REVIEWERS**

Jeremy Cover  
Zachary Walker  
Susanne Holland

**ATTACHMENTS:**

1. Resolution Appointing 2025 Successor Directors

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

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

A RESOLUTION APPOINTING THE SUCCESSOR DIRECTORS TO THE HUB DRIVE  
COMMUNITY IMPROVEMENT DISTRICT.

WHEREAS, on June 20, 2023, the City Council passed Ordinance No. 19450 creating the HUB Drive Community Improvement District; and,

WHEREAS, the Petition provides for successor directors to be appointed by the Mayor, with the consent of the City Council; and,

WHEREAS, the Mayor has selected for appointment to the Board of Directors the directors whose initial terms of office have expired, creating two (2) vacancies, and this Resolution indicates the consent of the City Council to such appointments; and,

WHEREAS, the nominees meet the requirements imposed by the Petition and by the Community Improvement District Act.

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

SECTION 1. That the following persons are hereby appointed as Successor Directors to the Board of the HUB Drive Community Improvement District, each term to commence effective August 30, 2025 through August 29, 2029:

- 1) Charlie Dissell
- 2) Joe Hegendefffer

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

# City of Independence

## AGENDA ITEM COVER SHEET

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**Agenda Title:**

25-771 A resolution appointing Pamela Jean Smith to the Independence Park Commission

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

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**Department /  
Contact**

**Council and Board /**

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**REVIEWERS**

Jeremy Cover  
Zachary Walker  
Susanne Holland

**ATTACHMENTS:**

1. P Smith Park Comm Rs 7.21.25

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

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

A RESOLUTION APPOINTING PAMELA JEAN SMITH AS A MEMBER OF THE PARK  
COMMISSION OF THE CITY OF INDEPENDENCE, MISSOURI

WHEREAS, the City Council of the City of Independence, Missouri, has established a Park Commission within the City of Independence by the provisions in Article 9 of Chapter 1 of the “Code of the City of Independence, Missouri”; and,

WHEREAS, one term has expired, creating a vacancy; and,

WHEREAS, the City Council deems it necessary and advisable to appoint Pamela Jean Smith to said Independence Park Commission because of their qualities of leadership temperance, judgment, and interest in promoting public education, use, and knowledge regarding the City’s Parks and Recreation Programs; and,

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

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

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

| <u>Name</u>       | <u>Address</u>       | <u>Term Expires</u> |
|-------------------|----------------------|---------------------|
| Pamela Jean Smith | 1000 S. Woodbury St. | 9/1/2026            |

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:

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City Clerk

APPROVED AS TO FORM AND LEGALITY:

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City Counselor

REVIEWED BY:

---

City Manager

# City of Independence

## AGENDA ITEM COVER SHEET

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**Agenda Title:**

25-772 A resolution appointing Charline Gray to the Public Safety Tax Oversight Committee

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

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**Department /  
Contact**

**Council and Board /**

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**REVIEWERS**

Jeremy Cover  
Zachary Walker  
Susanne Holland

**ATTACHMENTS:**

1. C Gray Appt Res to PSTOC

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

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

A RESOLUTION APPOINTING CHARLINE GRAY AS A MEMBER OF THE PUBLIC  
SAFETY TAX OVERSIGHT COMMITTEE OF THE CITY OF INDEPENDENCE,  
MISSOURI

WHEREAS, the City Council of the City of Independence, Missouri, did pursuant to Resolution No. 5075, passed on the 17<sup>th</sup> day of May 2004, create the Public Safety Tax Oversight Committee within and for the City of Independence, Missouri, and,

WHEREAS, a resignation has created a vacancy, and

WHEREAS, the City Council deems it advisable to appoint Charline Gray to said Public Safety Tax Oversight Committee because of their qualities of leadership, temperance, judgment, and interest in promoting education regarding purchase, construction, repair, maintenance, reconstruction of facilities and equipment and training, as well as observation of the collection and expenditures of the Fire Protection Sales Tax, the Public Safety Capital Improvements Sales Tax and the Use Tax for police personnel; and,

WHEREAS, said individual is duly qualified to serve, according to the Charter and ordinances of this City, and the Council affirms the individual appointments made by each councilmember.

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

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

| <u>Name</u>   | <u>Address</u>   | <u>Term Expires</u> |
|---------------|------------------|---------------------|
| Charline Gray | 1419 S. Ash Ave. | November 15, 2025   |

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



# City of Independence

## AGENDA ITEM COVER SHEET

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**Agenda Title:**

A public hearing for the application to rezone the property at 15430 & 15440 E. US 24 Highway from R-6, Single Family Residential, and C-2, General Commercial, to R-6, Single Family Residential. ***New Information Only.***

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

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

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**REVIEWERS**

Tom Scannell  
Jeremy Cover  
Zachary Walker  
Susanne Holland

**ATTACHMENTS:**

1. 6-10-25 Public Notice Proof CC

## 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, June 10, 2025, and by the Independence **City Council** at 6 p.m., Monday, July 21, 2025, in the Independence City Hall City Council Chambers (lower level, north entrance) 111 E. Maple Avenue, in Independence, Missouri on the following matter(s):

**Case 25-100-13 – Rezoning – 15430 & 15440 E. US 24 Highway** – A request by Johnia Bagby to rezone the properties from R-6 (Single Family Residential) and C-2 (General Commercial) to R-6 (Single Family Residential).

**Case 25-100-14 – Rezoning – 11307 E. 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).

**Case 25-200-06 – Special Use Permit – 104 E. Lexington Avenue** – A request by Jeremy Munden to operate a convenience store.

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.

**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.

The Planning Commission and City Council will conduct a full public hearing on this case.

Witness my hand this 20 th day of May, 2025.

Tom Scannell, Community Development Director  
The City of Independence, Missouri is an Equal Opportunity Employer/Contractor/MFD

Published in the Examiner, May 24, 2025

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# City of Independence

## AGENDA ITEM COVER SHEET

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**Agenda Title:**

25-054 **2R** 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. **2R**

**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:**

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

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**REVIEWERS**

Tom Scannell  
Jeremy Cover  
Zachary Walker  
Susanne Holland

**ATTACHMENTS:**

1. 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.

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

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

ATTEST:

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

APPROVED AS TO FORM AND LEGALITY:

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

REVIEWED BY:

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

**MEETING DATE:** 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 cemetery 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).

|                         |                                                              |                         |                                 |
|-------------------------|--------------------------------------------------------------|-------------------------|---------------------------------|
| <b>Current Zonings:</b> | C-2 (General Commercial) and R-6 (Single-Family Residential) | <b>Proposed Zoning:</b> | 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 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 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](mailto:jbagby5@kc.rr.com)  
913-244-4907



# Planning and Zoning Application Form

Community Development  
111 E. Maple Avenue  
Independence, MO 64050  
(816) 325-7421  
cdplanning@independence.org

## Application Type (check all that apply)

| Land Use                                                                              | Land Subdivision                                                                                                               | Site Development                                                                                                                                      | Use Permit                                                                          | Other                                                                                                                                                                          |
|---------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Rezoning<br><input type="checkbox"/> PUD Rezoning | <input type="checkbox"/> Preliminary Plat<br><input type="checkbox"/> Final Plat<br><input type="checkbox"/> Minor Subdivision | <input checked="" type="checkbox"/> Final Site Plan<br><input type="checkbox"/> Preliminary Dev Plan<br><input type="checkbox"/> Final Dev Plan (PUD) | <input type="checkbox"/> Special Use<br><input type="checkbox"/> Homebased Business | <input type="checkbox"/> Admin. Adjustment<br><input type="checkbox"/> Variance<br><input type="checkbox"/> Street Name Change<br><input type="checkbox"/> Special Sign Permit |

## Project Information and Location

### Rezoning to Residential

Project Name

15440  
15430 E US HWY 24 Independence, MO 64050

Project Address/Location

2923

0

2

Sq. Ft. of Building

8-6 Single-family

Acreage

Residential

R-10

Number of Lots/fracts

Stream Buffer (Yes or No)

Residential SFR

R-10

Existing Zoning

Proposed Zoning

Existing Land Use

Proposed Land Use

## Basic Application Requirements (See the Planning & Zoning Application Guide for additional requirements)

- ☒ Completed & Signed Application Form
- ☒ Application Fee
- ☒ Cover Letter Describing Details of Project

- ☐ One 24" x 36" set of plans for Land Sub. & Site Dev.
- ☐ One PDF copy of a plat map or site plan
- ☐ Legal Description of the property in question

## Contact Information

### Applicant

Name

Company

Address

Phone

Email

Architect/Engineer/Surveyor/Other:

Name

Company

Address

Phone

Email

### Owner

Name

Company

Address

Phone

Architect/Engineer/Surveyor/Other:

Name

Company

Address

Phone

Email

The applicant hereby agrees that the information provided above is accurate.

Applicant's Signature

Date

Owner's Signature

Date

Johnia Bagby April 14, 2025  
C Bagby 4/14/25



## 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):**

- ☒ Rezoing                      ☐ 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

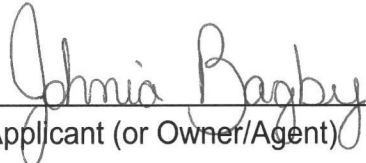
**Planning Commission Meeting Date:** June 10, 2025, at 6:00 p.m.

**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.

  
\_\_\_\_\_  
Applicant (or Owner/Agent)

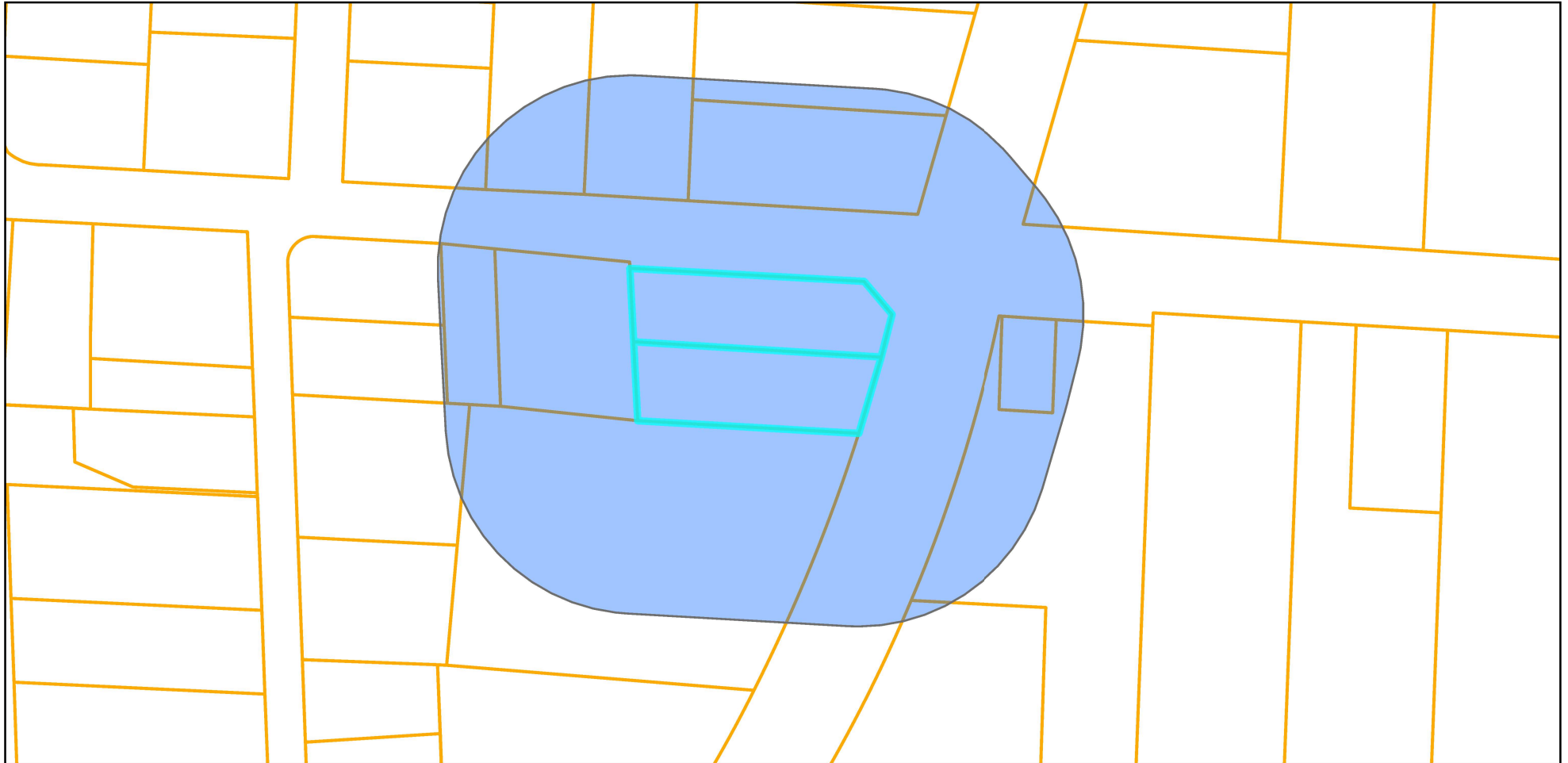
For more information, contact the Community Development Department at 816-325-7421.

| 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 JOHNNIA 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 SONDRRA & 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



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:

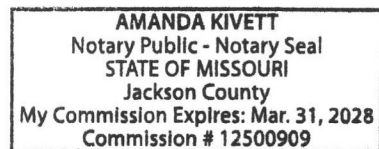
That I am the (agent, owner, attorney) for the property for which the application was filed and did, not later than fifteen (15) days prior to the date of the public hearing scheduled before the Board of Adjustment, mail notices to all persons owning property within 185 feet of the subject property. **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

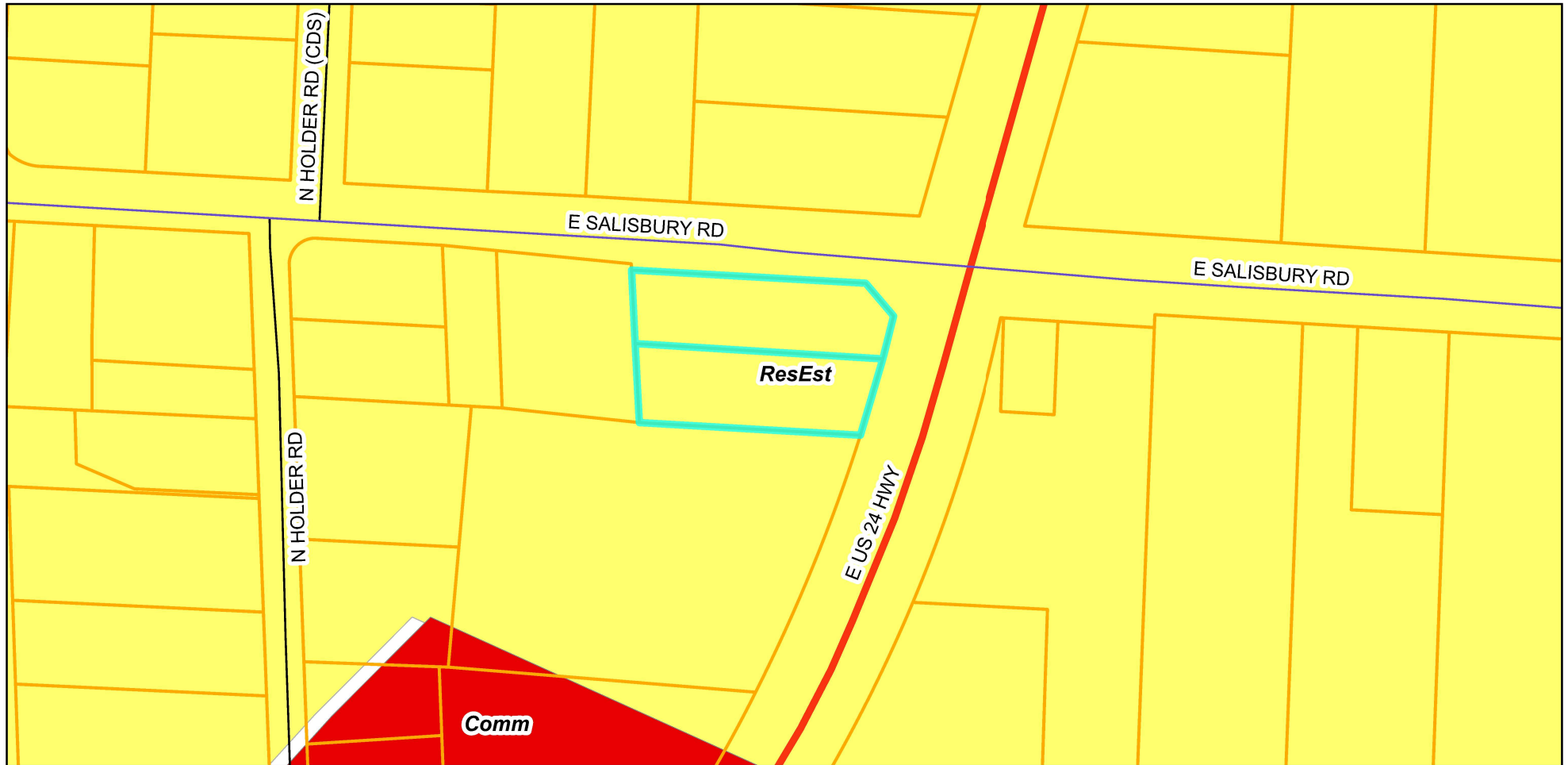


\_\_\_\_\_  
Commission Expiration Date

# Comprehensive Plan Map

15430-15440 E US 24 Hwy

Case #25-100-13



## Legend

 Parcels

Comprehensive  
Plan

 Residential  
Neighborhoods

 Community  
Commercial



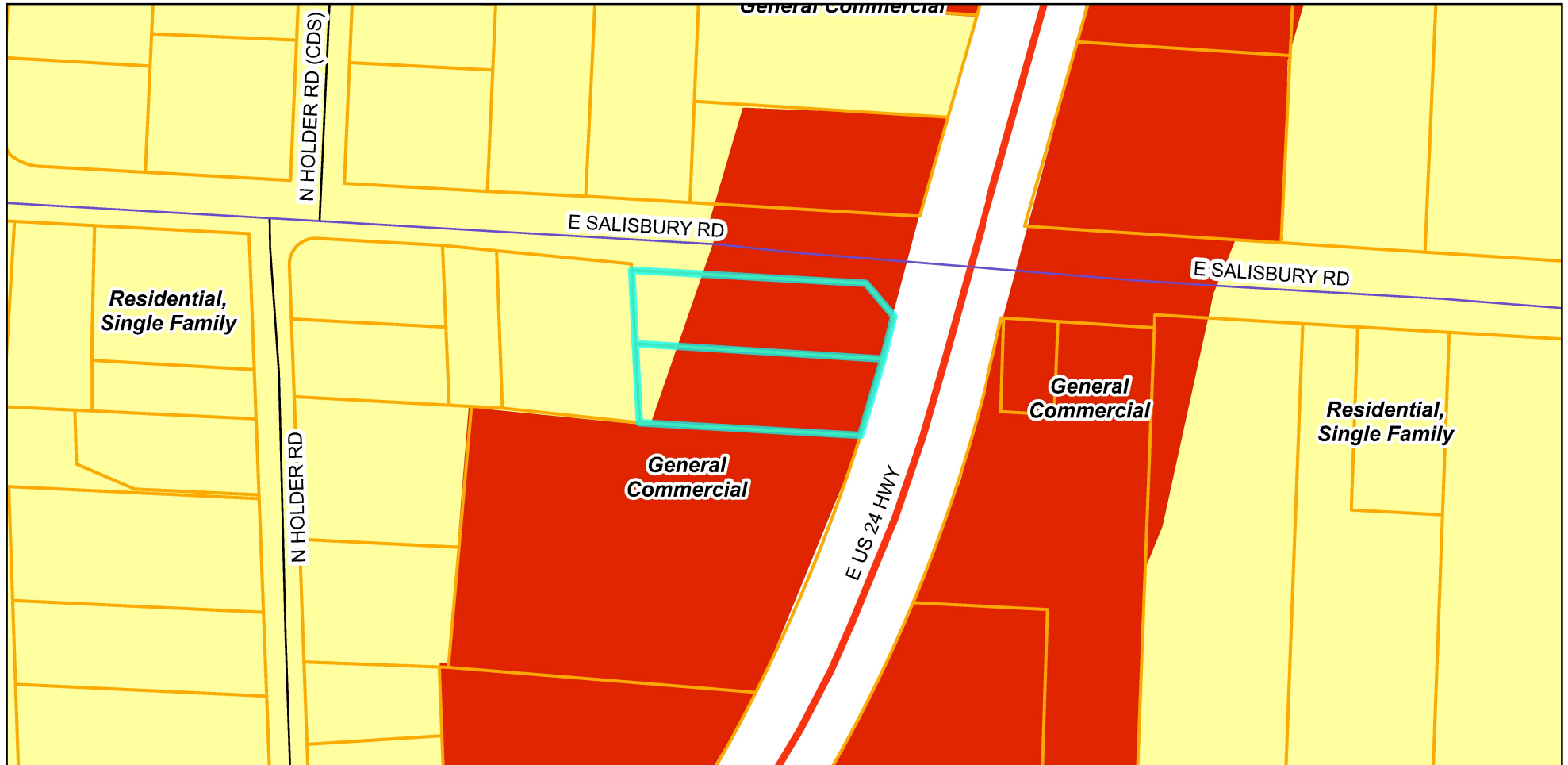
0 100 200 400 US Feet

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



0 100 200 400 US Feet

Prepared For: Planning Commission  
Meeting Date: June 10, 2025



## 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 2<sup>nd</sup> 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. 40<sup>th</sup> 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

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**Agenda Title:**

A public hearing for the application to rezone the property at 11307 E. Aaron Lane from R-12, Two Family Residential, and I-1, Industrial, to R-6, Single Family Residential. ***New Information Only.***

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

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

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**REVIEWERS**

Tom Scannell  
Jeremy Cover  
Zachary Walker  
Susanne Holland

**ATTACHMENTS:**

1. 6-10-25 Public Notice Proof CC

## 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, June 10, 2025, and by the Independence **City Council** at 6 p.m., Monday, July 21, 2025, in the Independence City Hall City Council Chambers (lower level, north entrance) 111 E. Maple Avenue, in Independence, Missouri on the following matter(s):

**Case 25-100-13 – Rezoning – 15430 & 15440 E. US 24 Highway** – A request by Johnia Bagby to rezone the properties from R-6 (Single Family Residential) and C-2 (General Commercial) to R-6 (Single Family Residential).

**Case 25-100-14 – Rezoning – 11307 E. 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).

**Case 25-200-06 – Special Use Permit – 104 E. Lexington Avenue** – A request by Jeremy Munden to operate a convenience store.

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.

**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.

The Planning Commission and City Council will conduct a full public hearing on this case.

Witness my hand this 20 th day of May, 2025.

Tom Scannell, Community Development Director  
The City of Independence, Missouri is an Equal Opportunity Employer/Contractor/MFD

Published in the Examiner, May 24, 2025

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# City of Independence

## AGENDA ITEM COVER SHEET

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**Agenda Title:**

25-055 **2R** 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. **2R**

**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  $\pm 5,949 \text{ ft}^2$  in size. The lot is  $\pm 46$  feet wide and  $\pm 135$  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  $\pm 687 \text{ ft}^2$  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 replatted, 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:**

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

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**REVIEWERS**

Tom Scannell  
Jeremy Cover  
Zachary Walker  
Susanne Holland

**ATTACHMENTS:**

1. 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.

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

ATTEST:

---

City Clerk

APPROVED AS TO FORM AND LEGALITY:

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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

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shall have no legal effect as of the date of such judgement.

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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:

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City Manager

**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 (Industrial) Single-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<sup>2</sup> 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<sup>2</sup> 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 replatted, 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

### Application Type (check all that apply)

| Land Use                                                                                         | Land Subdivision                                                                                                               | Site Development                                                                                                                           | Use Permit                                                                          | Other                                                                                                                                                                          |
|--------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Rezoning<br><input checked="" type="checkbox"/> PUD Rezoning | <input type="checkbox"/> Preliminary Plat<br><input type="checkbox"/> Final Plat<br><input type="checkbox"/> Minor Subdivision | <input type="checkbox"/> Final Site Plan<br><input type="checkbox"/> Preliminary Dev Plan<br><input type="checkbox"/> Final Dev Plan (PUD) | <input type="checkbox"/> Special Use<br><input type="checkbox"/> Homebased Business | <input type="checkbox"/> Admin. Adjustment<br><input type="checkbox"/> Variance<br><input type="checkbox"/> Street Name Change<br><input type="checkbox"/> Special Sign Permit |

### Project Information and Location

Project Name: 11307 Aaron Ln

Project Address/Location: 11307 Aaron Ln Independence mo 64052

|                                 |                             |                                        |                                        |
|---------------------------------|-----------------------------|----------------------------------------|----------------------------------------|
| Sq. Ft. of Building: <u>680</u> | Acreage: <u>5.663 SA</u>    | Number of Lots/Tracts: <u>1</u>        | Stream Buffer (Yes or No): <u>Yes</u>  |
| Existing Zoning: <u>M1</u>      | Proposed Zoning: <u>R-6</u> | Existing Land Use: <u>SF Residence</u> | Proposed Land Use: <u>SF Residence</u> |

### Basic Application Requirements (See the Planning & Zoning Application Guide for additional requirements)

|                                                                                                                                                                                                       |                                                                                                                                                                                                                             |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Completed & Signed Application Form<br><input checked="" type="checkbox"/> Application Fee<br><input type="checkbox"/> Cover Letter Describing Details of Project | <input type="checkbox"/> One 24" x 36" set of plans for Land Sub. & Site Dev.<br><input type="checkbox"/> One PDF copy of a plat map or site plan<br><input type="checkbox"/> Legal Description of the property in question |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

### Contact Information

#### Applicant

Name: Mitchell Smith  
 Company: \_\_\_\_\_  
 Address: 18614 E 19th Terr S Indef mo  
 Phone: 816-518-1723 Email: mitchsmith2020@icloud.com

#### Owner

Name: Mitchell Smith  
 Company: \_\_\_\_\_  
 Address: 11614 E 19th Terr S Indef mo 64057  
 Phone: 816-518-1723 Email: \_\_\_\_\_

Architect/Engineer/Surveyor/Other: G.C.

Architect/Engineer/Surveyor/Other: \_\_\_\_\_

Name: Kody Lamming Company: Dynamic Construction Group  
 Address: 11312 E 23rd St S, Independence MO 64052  
 Phone: 86-405-7813 Email: Kody.Lamming@dynamiccg.pro

Name: \_\_\_\_\_ Company: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Email: \_\_\_\_\_

The applicant hereby agrees that the information provided above is accurate.

Applicant's Signature: Mitchell Smith Date: 04-18-25

Owner's Signature: Mitchell Smith Date: 04-18-25

# 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)

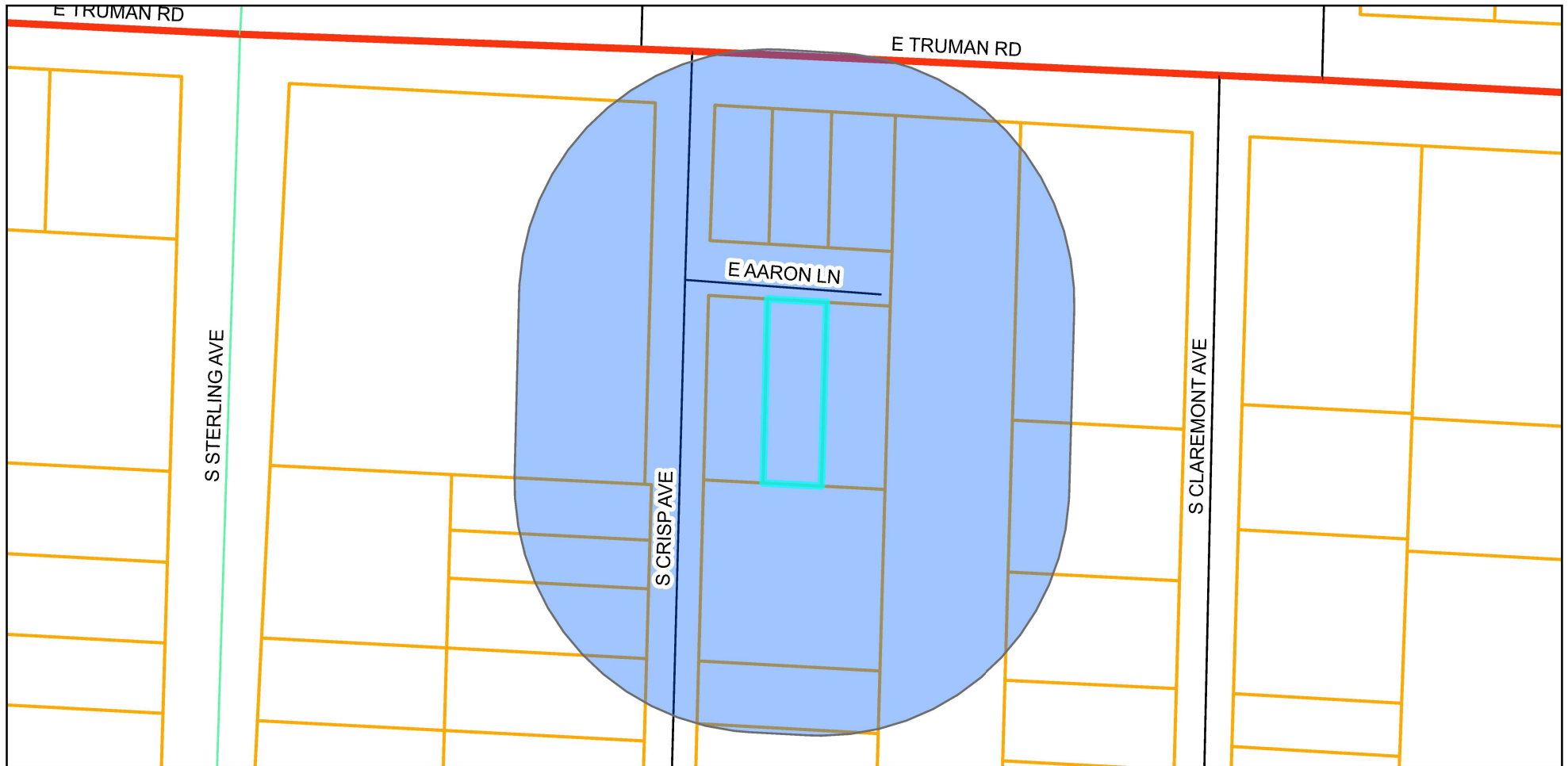
For more information, contact the Community Development Department at 816-325-7421.

| 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

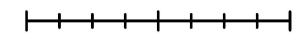
11307 E Aaron Ln

Case #25-100-14



## Legend

-  Notification Area
-  Parcels

0 50 100 200 Feet  


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.**

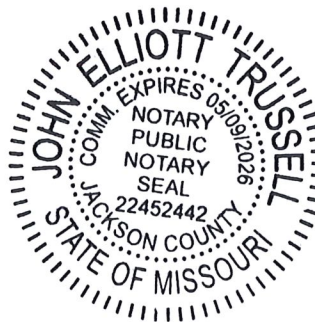
These notices were mailed on the 13 day of May, 2025.

Mitchell Smith  
Signature of Agent, Owner or Attorney

Subscribed and sworn to before me this 21 day of May, 2025.

[Signature]  
Notary Public

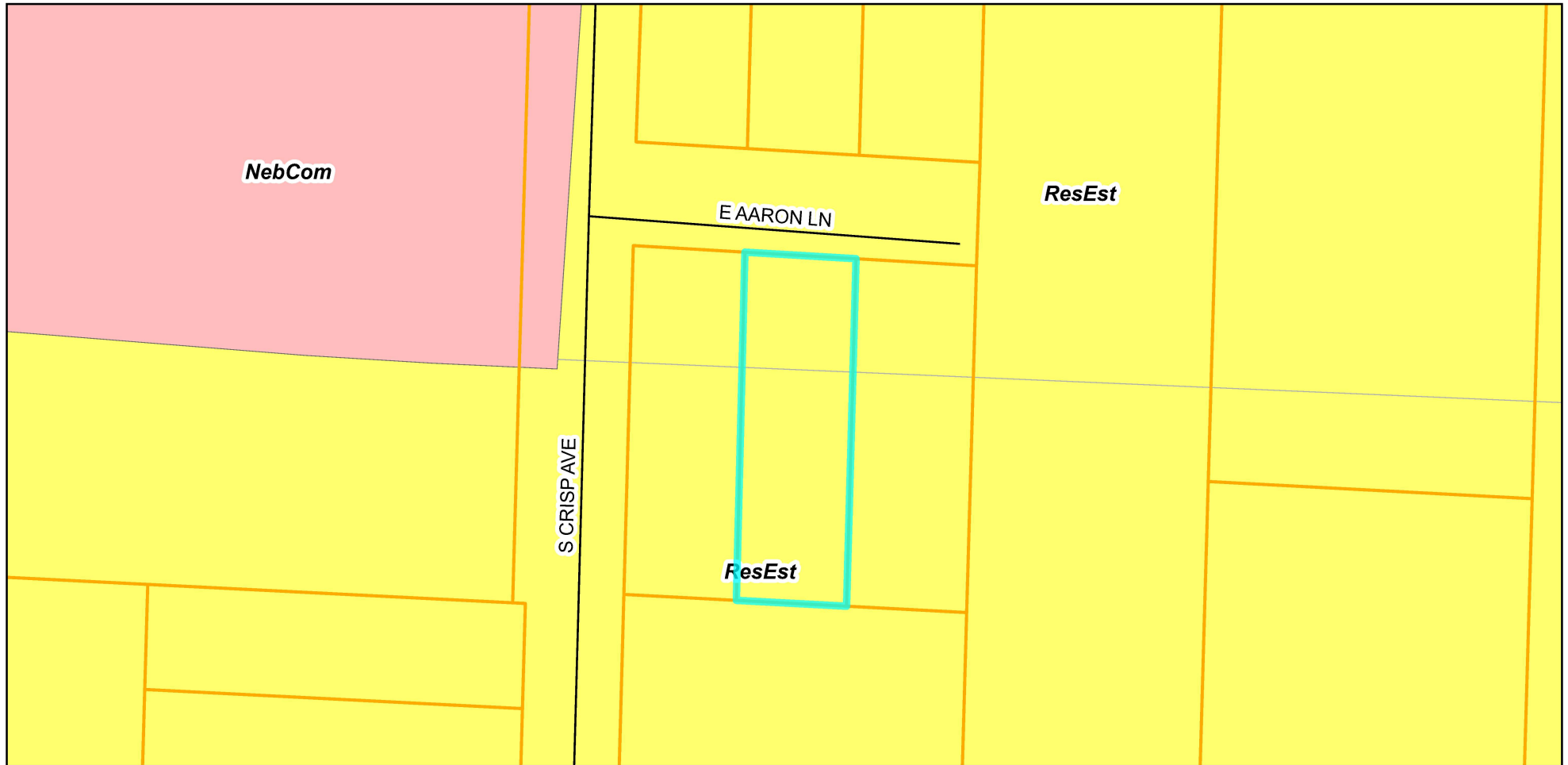
5/9/26  
Commission Expiration Date



# Comprehensive Plan Map

11037 E Aaron Ln

Case #25-100-14



## Legend



Parcels

Comprehensive  
Plan

 Residential  
Neighborhoods

 Neighborhood  
Commercial



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



0 50 100 200 US Feet

Prepared For: Planning Commission  
Meeting Date: June 10, 2025



## 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 2<sup>nd</sup> 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. 40<sup>th</sup> 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

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**Agenda Title:**

A public hearing for the Special Use Permit application to operate a convenience store without fuel sales at 104 E. Lexington Avenue. ***New Information Only.***

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

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

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**REVIEWERS**

Tom Scannell  
Jeremy Cover  
Zachary Walker  
Susanne Holland

**ATTACHMENTS:**

1. 6-10-25 Public Notice Proof CC

## 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, June 10, 2025, and by the Independence **City Council** at 6 p.m., Monday, July 21, 2025, in the Independence City Hall City Council Chambers (lower level, north entrance) 111 E. Maple Avenue, in Independence, Missouri on the following matter(s):

**Case 25-100-13 – Rezoning – 15430 & 15440 E. US 24 Highway** – A request by Johnia Bagby to rezone the properties from R-6 (Single Family Residential) and C-2 (General Commercial) to R-6 (Single Family Residential).

**Case 25-100-14 – Rezoning – 11307 E. 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).

**Case 25-200-06 – Special Use Permit – 104 E. Lexington Avenue** – A request by Jeremy Munden to operate a convenience store.

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.

**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.

The Planning Commission and City Council will conduct a full public hearing on this case.

Witness my hand this 20 th day of May, 2025.

Tom Scannell, Community Development Director  
The City of Independence, Missouri is an Equal Opportunity Employer/Contractor/MFD

Published in the Examiner, May 24, 2025

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# City of Independence

## AGENDA ITEM COVER SHEET

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**Agenda Title:**

25-056 **2R** An ordinance approving a Special Use Permit to operate a convenience store without fuel sales at 104 E. Lexington Avenue, in Independence, Missouri. **2R**

**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<sup>2</sup>. 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<sup>2</sup> 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 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 policies.**

*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:**

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

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**REVIEWERS**

Tom Scannell  
Jeremy Cover  
Zachary Walker  
Susanne Holland

**ATTACHMENTS:**

1. 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 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

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 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 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,

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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

**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 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

## 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<sup>2</sup>

### **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<sup>2</sup>. 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<sup>2</sup> 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 policies.**  
*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

### Application Type (check all that apply)

| Land Use                                                                              | Land Subdivision                                                                                                               | Site Development                                                                                                                           | Use Permit                                                                                                                        | Other                                                                                                                                                                          |
|---------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Rezoning<br><input type="checkbox"/> PUD Rezoning | <input type="checkbox"/> Preliminary Plat<br><input type="checkbox"/> Final Plat<br><input type="checkbox"/> Minor Subdivision | <input type="checkbox"/> Final Site Plan<br><input type="checkbox"/> Preliminary Dev Plan<br><input type="checkbox"/> Final Dev Plan (PUD) | <input type="checkbox"/> Special Use<br><input type="checkbox"/> Homebased Business<br><input type="checkbox"/> Short-Term Rental | <input type="checkbox"/> Admin. Adjustment<br><input type="checkbox"/> Variance<br><input type="checkbox"/> Street Name Change<br><input type="checkbox"/> 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)

|                                                                                                                                                                                 |                                                                                                                                                                                                                             |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Completed & Signed Application Form<br><input type="checkbox"/> Application Fee<br><input type="checkbox"/> Cover Letter Describing Details of Project | <input type="checkbox"/> One 24" x 36" set of plans for Land Sub. & Site Dev.<br><input type="checkbox"/> One PDF copy of a plat map or site plan<br><input type="checkbox"/> 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                    |

Architect/Engineer/Surveyor/Other: \_\_\_\_\_

|         |         |
|---------|---------|
| Name    | Company |
| Address |         |
| Phone   | Email   |

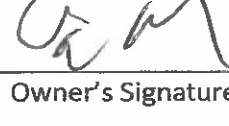
Owner Trevor Tilton Square One Homes  
~~Jeremy Munden~~ ~~On the Square Convenience~~

|                 |                           |
|-----------------|---------------------------|
| Name            | Company                   |
| 100 W Maple Ave |                           |
| Address         |                           |
| 816-263-2445    | trevor@squareonehomes.com |
| 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      |



# 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.

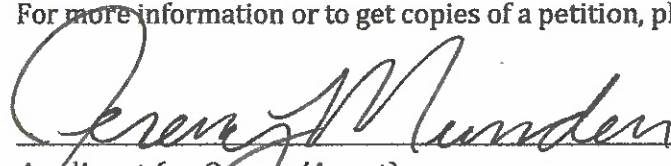
**Planning Commission Meeting Date:** June 10, 2025, at 6:00 p.m.

**City Council Meeting Date:** August 4, 2025, at 6:00 p.m.

**Location of public hearings:**      City Council Chambers, City Hall  
111 E Maple Ave, Independence, Missouri, 64050

All interested persons are invited to attend and will have an opportunity to be heard at the full public hearing (Planning Commission).

REZONINGS ONLY: You may file a protest petition with the Community Development Department. For more information or to get copies of a petition, please contact Planning staff at 816-325-7421.

  
Applicant (or Owner/Agent)

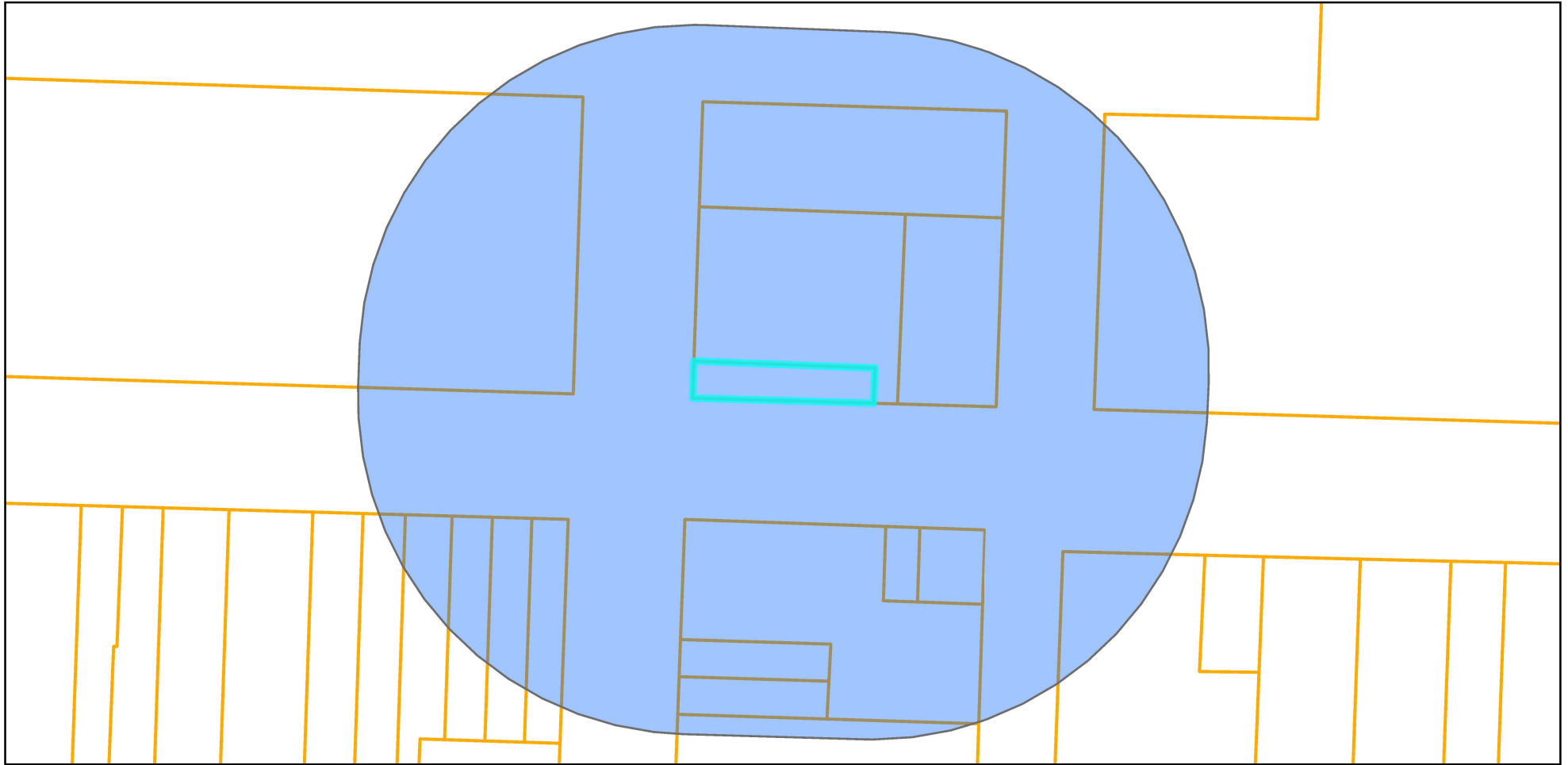
For more information, contact the Community Development Department at 816-325-7421.

| Property Address    | Property Owner                        | Owner Address               | City         | State | ZIP Code |
|---------------------|---------------------------------------|-----------------------------|--------------|-------|----------|
| 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



0 50 100 200 Feet

Prepared For: Planning Commission  
Meeting Date: June 10, 2025

# Property Owner Notification Affidavit

STATE OF MISSOURI

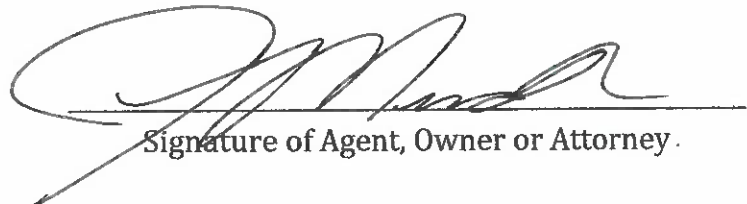
COUNTY OF JACKSON

Case No. 25-200-26

I, On The Square Convenor 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.**

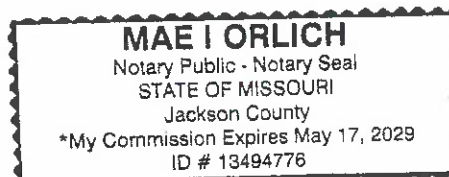
These notices were mailed on the 16 day of May, 2025.

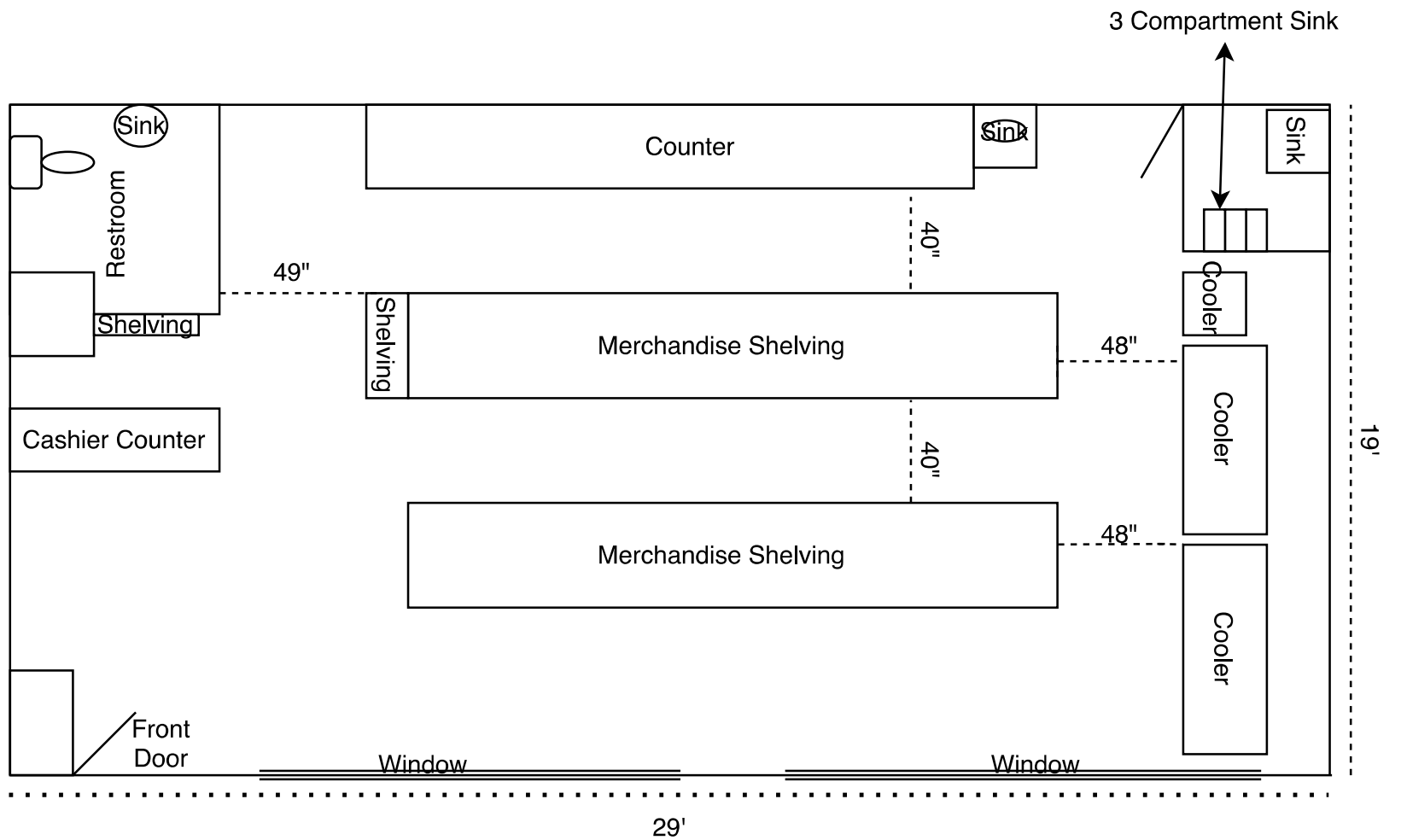
  
Signature of Agent, Owner or Attorney.

Subscribed and sworn to before me this 16 day of May, 2025.

  
Notary Public

May 17, 2029  
Commission Expiration Date

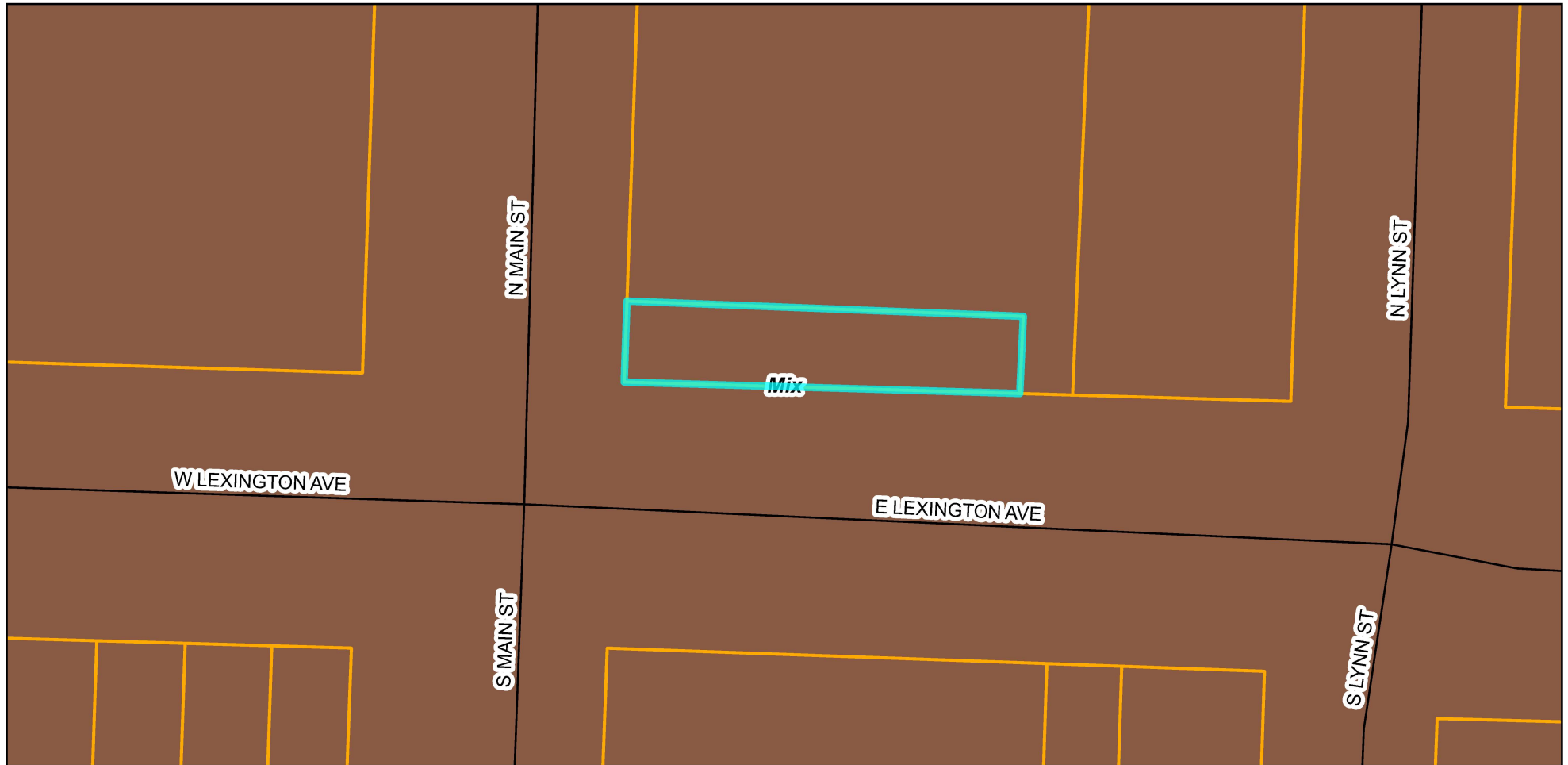




# Comprehensive Plan Map

104 E Lexington Ave

Case #25-200-06



## Legend

 Parcels

Comprehensive  
Plan

 Mixed Use



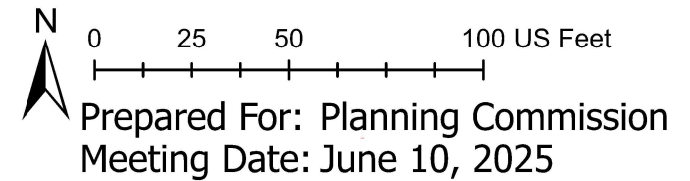
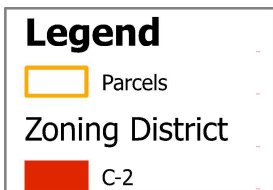
0 25 50 100 US Feet

Prepared For: Planning Commission  
Meeting Date: June 10, 2025

# Zoning Map

104 E Lexington Ave

Case #25-200-06





## 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 2<sup>nd</sup> 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. 40<sup>th</sup> 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

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**Agenda Title:**

A public hearing for the amendment to the Unified Development Ordinance, Chapter 14, of the Independence City Code relating to billboard setback requirements. ***Full Public Hearing.***

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

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

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**REVIEWERS**

Tom Scannell  
Jeremy Cover  
Zachary Walker  
Susanne Holland

**ATTACHMENTS:**

1. 6-10-25 Public Notice Proof CC

## 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, June 10, 2025, and by the Independence **City Council** at 6 p.m., Monday, July 21, 2025, in the Independence City Hall City Council Chambers (lower level, north entrance) 111 E. Maple Avenue, in Independence, Missouri on the following matter(s):

**Case 25-100-13 – Rezoning – 15430 & 15440 E. US 24 Highway** – A request by Johnia Bagby to rezone the properties from R-6 (Single Family Residential) and C-2 (General Commercial) to R-6 (Single Family Residential).

**Case 25-100-14 – Rezoning – 11307 E. 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).

**Case 25-200-06 – Special Use Permit – 104 E. Lexington Avenue** – A request by Jeremy Munden to operate a convenience store.

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.

**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.

The Planning Commission and City Council will conduct a full public hearing on this case.

Witness my hand this 20 th day of May, 2025.

Tom Scannell, Community Development Director  
The City of Independence, Missouri is an Equal Opportunity Employer/Contractor/MFD

Published in the Examiner, May 24, 2025

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# City of Independence

## AGENDA ITEM COVER SHEET

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**Agenda Title:**

25-057 **2R** An ordinance amending the Unified Development Ordinance, Chapter 14, of the Independence City Code pertaining to the billboard setback requirements. **2R**

**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:**

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

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**REVIEWERS**

Tom Scannell  
Jeremy Cover  
Zachary Walker  
Susanne Holland

**ATTACHMENTS:**

1. 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.

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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:

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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.**

**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.

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**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.



## 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 2<sup>nd</sup> 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. 40<sup>th</sup> 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

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**Agenda Title:**

25-047 **2R** 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. **2R**

**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:**

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**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:

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

Source is: As Indicated Above

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

\_\_\_\_\_  
Director of Finance & Administration  
City of Independence, Missouri



**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  
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  
911 Initiatives  
Intergovernmental Agreements  
NOT TO EXCEED: \$469,181.00

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chief Administrative Officer

**RETURNED UNSIGNED BY SYLVYA STEVENSON**  
**(SEE MEMO IN BACKUP)**  
**September 9, 2024**



223 N. Memorial Drive  
Independence, Missouri 64050  
(816) 325-7271

---

March 20<sup>th</sup>, 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 |  |
|------------------------|-------|-----|--|
|------------------------|-------|-----|--|

|                                  |             |   |              |
|----------------------------------|-------------|---|--------------|
| Console/ette                     | \$ 8,604.02 | 5 | \$ 43,020.10 |
| Console/ette 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

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**Agenda Title:**

25-048 **2R** 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. **2R**

**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:**

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**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.

ATTEST:

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

APPROVED - FORM AND LEGALITY:

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

REVIEWED BY:

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

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

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

Source is: As Indicated Above

\_\_\_\_\_  
Director of Finance & Administration  
City of Independence, Missouri



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**File #: 250032**

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### 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 | <u>576,166.00</u> |
|                           | 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.



Authenticated as Passed

*Quinton Lucas*  
Quinton Lucas, Mayor

*Marilyn Sanders*  
Marilyn Sanders, City Clerk  
JAN 16 2025

Date Passed

*Tammy L. Queen*  
\_\_\_\_\_  
Tammy L. Queen

Director of Finance

Approved as to form:

*Bret Kassen*  
\_\_\_\_\_  
Bret Kassen  
Associate City Attorney



## Department of Justice (DOJ)

### Office of Justice Programs

#### Bureau of Justice Assistance

Washington, D.C. 20531

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                            |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------|
| <b>Name and Address of Recipient:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | CITY OF KANSAS CITY<br>414 E 12TH ST                       |
| <b>City, State and Zip:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | KANSAS CITY, MO 64106                                      |
| <b>Recipient UEI:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | JY2DYJXPQW56                                               |
| <b>Project Title:</b> Greater Kansas City Collaborative Crime Prevention Initiatives                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <b>Award Number:</b> 15PBJA-24-GG-05354-JAGX               |
| <b>Solicitation Title:</b> BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                            |
| <b>Federal Award Amount:</b> \$608,615.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>Federal Award Date:</b> 12/5/24                         |
| <b>Awarding Agency:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Office of Justice Programs<br>Bureau of Justice Assistance |
| <b>Funding Instrument Type:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Grant                                                      |
| <b>Opportunity Category:</b> O                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                            |
| <b>Assistance Listing:</b><br>16.738 - Edward Byrne Memorial Justice Assistance Grant Program                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                            |
| <b>Project Period Start Date:</b> 10/1/23                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>Project Period End Date:</b> 9/30/27                    |
| <b>Budget Period Start Date:</b> 10/1/23                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <b>Budget Period End Date:</b> 9/30/27                     |
| <b>Project Description:</b><br><br>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](http://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](mailto:askOCR@ojp.usdoj.gov) or [www.ojp.gov/program/civil-rights-office/about#ocr-contacts](http://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

|                                                                                                                                                                      |                                                        |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------|
| <b>Recipient Name</b><br>CITY OF KANSAS CITY                                                                                                                         |                                                        |
| <b>UEI</b><br>JY2DYJXPQW56                                                                                                                                           |                                                        |
| <b>Street 1</b><br>414 E 12TH ST                                                                                                                                     | <b>Street 2</b>                                        |
| <b>City</b><br>KANSAS CITY                                                                                                                                           | <b>State/U.S. Territory</b><br>Missouri                |
| <b>Zip/Postal Code</b><br>64106                                                                                                                                      | <b>Country</b><br>United States                        |
| <b>County/Parish</b><br>no value                                                                                                                                     | <b>Province</b><br>no value                            |
| <b>Award Details</b>                                                                                                                                                 |                                                        |
| <b>Federal Award Date</b><br>12/5/24                                                                                                                                 | <b>Award Type</b><br>Initial                           |
| <b>Award Number</b><br>15PBJA-24-GG-05354-JAGX                                                                                                                       | <b>Supplement Number</b><br>00                         |
| <b>Federal Award Amount</b><br>\$608,615.00                                                                                                                          | <b>Funding Instrument Type</b><br>Grant                |
| <b>Assistance Listing Number</b>                                                                                                                                     | <b>Assistance Listings Program Title</b>               |
| 16.738                                                                                                                                                               | Edward Byrne Memorial Justice Assistance Grant Program |
| <b>Statutory Authority</b>                                                                                                                                           |                                                        |
| 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).                                                      |                                                        |
| <input checked="" type="checkbox"/> I have read and understand the information presented in this section of the Federal Award Instrument.                            |                                                        |
| <b>Project Information</b>                                                                                                                                           |                                                        |
| This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions. |                                                        |
| <b>Solicitation Title</b><br>2024 BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation                                        | <b>Awarding Agency</b><br>OJP                          |
| <b>Application Number</b><br>GRANT14280031                                                                                                                           | <b>Program Office</b><br>BJA                           |



**Grant Manager**

Renee Howell

**Phone Number**

202-856-8319

**E-mail Address**

Renee.Howell@usdoj.gov

**Project Title**

Greater Kansas City Collaborative Crime Prevention Initiatives

**Performance Period Start****Date**

10/01/2023

**Performance Period End Date**

09/30/2027

**Budget Period Start Date**

10/01/2023

**Budget Period End Date**

09/30/2027

**Project Description**

The disparate jurisdictions of Kansas City, Jackson County, City of Grandview, City of Independence, and City of Raytown will use JAG funds for anti-violence program personnel and safety-related equipment. Specifically, the City of Kansas City will 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 Grandview 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.

☒ 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.**

☒ 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/documents/2002/07/26/41455-41472>)

[www.federalregister.gov/d/02-15207](http://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](https://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](mailto: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](http://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](mailto:E-Verify@dhs.gov). E-Verify employer agents can email E-Verify at [E-VerifyEmployerAgent@dhs.gov](mailto: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](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](http://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](http://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://bjagov/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>.

☒ *I have read and understand the information presented in this section of the Federal Award Instrument.*

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### **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**

|                                    |                                   |                             |
|------------------------------------|-----------------------------------|-----------------------------|
| <b>Title of Approving Official</b> | <b>Name of Approving Official</b> | <b>Signed Date And Time</b> |
| 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 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  
3A15D205D28949B...  
Brian Platt, City Manager

Approved as to Form

DocuSigned by:  
Bret Kassen  
EF5C08D0800B477...  
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  
DF502E8985924B4...  
Cemal Umut Gungor, City Administrator

Signed by:  
By: Charles Iseman  
Charles Iseman, Chief of Police  
28DB012E331A48F...

**CITY OF INDEPENDENCE, MISSOURI:**

By: Zachary Walker  
Zachary C. Walker, City Manager

By: Adam Dustman  
Adam Dustman, Chief of Police

**CITY OF RAYTOWN, MISSOURI:**

GMS APPLICATION NUMBER: O-BJA-2024-172239

DocuSigned by:  
By: Damon Hodges  
Damon Hodges, City Administrator

By: Robert Kuel  
Robert J. Kuel, Chief of Police

# City of Independence

## AGENDA ITEM COVER SHEET

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**Agenda Title:**

25-049 **2R** 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. **2R**

**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.

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**Department /  
Contact**

Police Department /

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**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

**Type of Project:** Initial

**Started:** 10/01/2025

| Federal Funds Benefiting |             |
|--------------------------|-------------|
| <b>State:</b>            |             |
| <b>Local:</b>            | \$30,000.00 |
| <b>Total:</b>            | \$30,000.00 |

| Source of Funds |             |
|-----------------|-------------|
| <b>Federal:</b> | \$30,000.00 |
| <b>State:</b>   |             |
| <b>Local:</b>   | \$0.00      |
| <b>Total:</b>   | \$30,000.00 |

**Name of Grantee**  
Independence Police Dept.

**Grantee County**  
Jackson

**Grantee Address**  
223 N. Memorial Dr.  
  
Independence, MO 64050-2836

**Telephone**  
816-325-7300

**Fax**  
816-325-7316

**Contract Period**  
**Effective:** 10/01/2025  
**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](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.



## CONTRACT CONDITIONS - PAGE 6

- 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:

| <u>Section</u> | <u>Assistance Listing #</u> | <u>Program Title</u>                        |
|----------------|-----------------------------|---------------------------------------------|
| 402            | 20.600                      | State and Community Highway Safety Programs |
| 154            | 20.607                      | Alcohol Open Container Requirements         |
| 405b           | 20.616                      | National Priority Safety Programs           |
| 405c           | 20.616                      | National Priority Safety Programs           |
| 405d           | 20.616                      | National Priority Safety Programs           |
| 405e           | 20.616                      | National Priority Safety Programs           |
| 405f           | 20.616                      | National Priority Safety Programs           |
| 405g           | 20.616                      | National Priority Safety Programs           |
| 405h           | 20.616                      | National Priority Safety Programs           |
| 405i           | 20.616                      | National Priority Safety Programs           |

**XX. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)**

**(Applies to subrecipients as well as States)**

The State will provide a drug-free workplace by:

- A.** Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- B.** Establishing a drug-free awareness program to inform employees about:
  1. The dangers of drug abuse in the workplace.
  2. The Subrecipient's policy of maintaining a drug-free workplace.
  3. Any available drug counseling, rehabilitation, and employee assistance programs.
  4. The penalties that may be imposed upon employees for drug violations occurring in the workplace.
  5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (A).
- C.** Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the grant, the employee will:
  - a. Abide by the terms of the statement.
  - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- D.** Notifying the agency within ten days after receiving notice under subparagraph (C)(b) from an employee or otherwise receiving actual notice of such conviction.
- E.** Taking one of the following actions, within 30 days of receiving notice under subparagraph (C)(b), with respect to any employee who is so convicted:
  - a. Taking appropriate personnel action against such an employee, up to and including termination.
  - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- F.** Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

**XXI. POLITICAL ACTIVITY (HATCH ACT)**

**(Applies to subrecipients as well as States)**

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

**XXII. CERTIFICATION REGARDING FEDERAL LOBBYING**

**(Applies to subrecipients as well as States)**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

**XXIII. RESTRICTION ON STATE LOBBYING**

**(Applies to subrecipients as well as States)**

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

**XXIV. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

**(Applies to subrecipients as well as States)**

Instructions for Primary Tier Participant Certification (States)

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1200.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

- D. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of 2 CFR Part 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph F of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

**Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions:**

- 1. The prospective primary tier participant certifies to the best of its knowledge and belief, that its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
  - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining , attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- 2. Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Instructions for Lower Tier Participant Certification**

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1200.

- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph E of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**XXV. BUY AMERICA ACT**

**(Applies to subrecipients as well as States)**

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase only steel, iron and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the

cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

All items purchased must be compliant with the National Highway Traffic Safety Administration (NHTSA) interpretation of the Buy America Act including, but not limited to:

1. Items valued over \$5,000 per unit must be manufactured or assembled in the United States of America, or as allowed by a current Buy America Act waiver issued by the NHTSA;
2. All vehicles, motorcycles, trailers, and other similar conveyances must be manufactured or assembled in the United States of America regardless of cost.

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](http://www.trafficsafety.org). The NHTSA website ([www.nhtsa.gov](http://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.rejjs.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))

## PROBLEM IDENTIFICATION

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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

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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

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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

| <u>Question</u>                                                                                                                                                                                                                                                                                                                                   | <u>Answer</u> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| 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 HVM 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.<br>16 PBT's<br>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.<br>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.<br>All months of the fiscal year.                               |    |
| 46 | Enter the days of the week in which enforcement will be conducted.<br>All days of the week.                              |    |
| 47 | Enter the time of day in which enforcement will be conducted.<br>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

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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

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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

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| <u>Document Type</u> | <u>Description</u> | <u>Original File Name</u> | <u>Date Added</u> |
|----------------------|--------------------|---------------------------|-------------------|
| 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

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**Agenda Title:**

25-050 **2R** 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. **2R**

**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 /

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**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

**Type of Project:** Initial

**Started:** 10/01/2025

| Federal Funds Benefiting |              |
|--------------------------|--------------|
| <b>State:</b>            |              |
| <b>Local:</b>            | \$500,000.00 |
| <b>Total:</b>            | \$500,000.00 |

| Source of Funds |              |
|-----------------|--------------|
| <b>Federal:</b> | \$500,000.00 |
| <b>State:</b>   |              |
| <b>Local:</b>   | \$0.00       |
| <b>Total:</b>   | \$500,000.00 |

**Prepared By**  
Wilson, Scott

**Name of Grantee**  
Independence Police Dept.

**Grantee County**  
Jackson

**Grantee Address**  
223 N. Memorial Dr.  
  
Independence, MO 64050-2836

**Telephone**  
816-325-7300

**Fax**  
816-325-7316

**Contract Period**  
**Effective:** 10/01/2025  
**Through:** 09/30/2026

\_\_\_\_\_  
**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](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.

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- 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 ORIGATION AND AUDIT INFORMATION**

The MHTC funds the following NHTSA program areas:

| <u>Section</u> | <u>Assistance Listing #</u> | <u>Program Title</u>                        |
|----------------|-----------------------------|---------------------------------------------|
| 402            | 20.600                      | State and Community Highway Safety Programs |
| 154            | 20.607                      | Alcohol Open Container Requirements         |
| 405b           | 20.616                      | National Priority Safety Programs           |
| 405c           | 20.616                      | National Priority Safety Programs           |
| 405d           | 20.616                      | National Priority Safety Programs           |
| 405e           | 20.616                      | National Priority Safety Programs           |
| 405f           | 20.616                      | National Priority Safety Programs           |
| 405g           | 20.616                      | National Priority Safety Programs           |
| 405h           | 20.616                      | National Priority Safety Programs           |
| 405i           | 20.616                      | National Priority Safety Programs           |

**XX. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)**

**(Applies to subrecipients as well as States)**

The State will provide a drug-free workplace by:

- A.** Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- B.** Establishing a drug-free awareness program to inform employees about:
  1. The dangers of drug abuse in the workplace.
  2. The Subrecipient's policy of maintaining a drug-free workplace.
  3. Any available drug counseling, rehabilitation, and employee assistance programs.
  4. The penalties that may be imposed upon employees for drug violations occurring in the workplace.
  5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (A).
- C.** Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the grant, the employee will:
  - a. Abide by the terms of the statement.
  - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- D.** Notifying the agency within ten days after receiving notice under subparagraph (C)(b) from an employee or otherwise receiving actual notice of such conviction.
- E.** Taking one of the following actions, within 30 days of receiving notice under subparagraph (C)(b), with respect to any employee who is so convicted:
  - a. Taking appropriate personnel action against such an employee, up to and including termination.
  - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- F.** Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

**XXI. POLITICAL ACTIVITY (HATCH ACT)**

**(Applies to subrecipients as well as States)**

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

**XXII. CERTIFICATION REGARDING FEDERAL LOBBYING**

**(Applies to subrecipients as well as States)**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

**XXIII. RESTRICTION ON STATE LOBBYING**

**(Applies to subrecipients as well as States)**

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

**XXIV. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

**(Applies to subrecipients as well as States)**

Instructions for Primary Tier Participant Certification (States)

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1200.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

- D. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction*, *debarment*, *suspension*, *ineligible*, *lower tier*, *participant*, *person*, *primary tier*, *principal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of 2 CFR Part 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph F of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

*Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions:*

- 1. The prospective primary tier participant certifies to the best of its knowledge and belief, that its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
  - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining , attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- 2. Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1200.

- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph E of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**XXV. BUY AMERICA ACT**

**(Applies to subrecipients as well as States)**

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase only steel, iron and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the

cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

All items purchased must be compliant with the National Highway Traffic Safety Administration (NHTSA) interpretation of the Buy America Act including, but not limited to:

1. Items valued over \$5,000 per unit must be manufactured or assembled in the United States of America, or as allowed by a current Buy America Act waiver issued by the NHTSA;
2. All vehicles, motorcycles, trailers, and other similar conveyances must be manufactured or assembled in the United States of America regardless of cost.

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](http://www.trafficsafety.org). The NHTSA website ([www.nhtsa.gov](http://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.rejjs.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))

## PROBLEM IDENTIFICATION

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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

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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.

## PROJECT DESCRIPTION

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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

| <u>Question</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <u>Answer</u> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| 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.<br><br>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 HVM 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.<br>PBT's - 16<br>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.<br>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.<br>All months of the fiscal year.                                                    |    |
| 46 | Enter the days of the week in which enforcement will be conducted.<br>All days of the week.                                                   |    |
| 47 | Enter the time of day in which enforcement will be conducted.<br>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

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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

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N/A

# BUDGET

| Category              | Item                     | Description                                                                                                               | Quantity | Cost         | Total               | Local         | Total Requested     |
|-----------------------|--------------------------|---------------------------------------------------------------------------------------------------------------------------|----------|--------------|---------------------|---------------|---------------------|
| <b>Personnel</b>      |                          |                                                                                                                           |          |              |                     |               |                     |
|                       | 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         |
|                       |                          |                                                                                                                           |          |              | <b>\$496,000.00</b> | <b>\$0.00</b> | <b>\$496,000.00</b> |
| <b>Training</b>       |                          |                                                                                                                           |          |              |                     |               |                     |
|                       | Professional Development | LETSAC                                                                                                                    | 4.00     | \$1,000.00   | \$4,000.00          | \$0.00        | \$4,000.00          |
|                       |                          |                                                                                                                           |          |              | <b>\$4,000.00</b>   | <b>\$0.00</b> | <b>\$4,000.00</b>   |
| <b>Total Contract</b> |                          |                                                                                                                           |          |              | <b>\$500,000.00</b> | <b>\$0.00</b> | <b>\$500,000.00</b> |

ATTACHMENTS

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| <u>Document Type</u> | <u>Description</u> | <u>Original File Name</u> | <u>Date Added</u> |
|----------------------|--------------------|---------------------------|-------------------|
|----------------------|--------------------|---------------------------|-------------------|

# City of Independence

## AGENDA ITEM COVER SHEET

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**Agenda Title:**

25-051 **2R** 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. **2R**

**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.

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**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.

ATTEST:

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

APPROVED - FORM AND LEGALITY:

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

REVIEWED BY:

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

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

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

Source is: State Grant

\_\_\_\_\_  
Director of Finance and Administration  
City of Independence, Missouri

# CONTRACT

Form HS-1

Version: 1

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

**Type of Project:** Initial

**Started:** 10/01/2025

| Federal Funds Benefiting |                |
|--------------------------|----------------|
| <b>State:</b>            |                |
| <b>Local:</b>            | \$1,156,000.00 |
| <b>Total:</b>            | \$1,156,000.00 |

| Source of Funds |                |
|-----------------|----------------|
| <b>Federal:</b> | \$1,156,000.00 |
| <b>State:</b>   |                |
| <b>Local:</b>   | \$0.00         |
| <b>Total:</b>   | \$1,156,000.00 |

**Prepared By**  
Wilson, Scott

**Contract Period**  
**Effective:** 10/01/2025  
**Through:** 09/30/2026

\_\_\_\_\_  
**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](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.

## CONTRACT CONDITIONS - PAGE 6

- 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:

| <u>Section</u> | <u>Assistance Listing #</u> | <u>Program Title</u>                        |
|----------------|-----------------------------|---------------------------------------------|
| 402            | 20.600                      | State and Community Highway Safety Programs |
| 154            | 20.607                      | Alcohol Open Container Requirements         |
| 405b           | 20.616                      | National Priority Safety Programs           |
| 405c           | 20.616                      | National Priority Safety Programs           |
| 405d           | 20.616                      | National Priority Safety Programs           |
| 405e           | 20.616                      | National Priority Safety Programs           |
| 405f           | 20.616                      | National Priority Safety Programs           |
| 405g           | 20.616                      | National Priority Safety Programs           |
| 405h           | 20.616                      | National Priority Safety Programs           |
| 405i           | 20.616                      | National Priority Safety Programs           |

**XX. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)**

**(Applies to subrecipients as well as States)**

The State will provide a drug-free workplace by:

- A.** Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- B.** Establishing a drug-free awareness program to inform employees about:
  1. The dangers of drug abuse in the workplace.
  2. The Subrecipient's policy of maintaining a drug-free workplace.
  3. Any available drug counseling, rehabilitation, and employee assistance programs.
  4. The penalties that may be imposed upon employees for drug violations occurring in the workplace.
  5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (A).
- C.** Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the grant, the employee will:
  - a. Abide by the terms of the statement.
  - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- D.** Notifying the agency within ten days after receiving notice under subparagraph (C)(b) from an employee or otherwise receiving actual notice of such conviction.
- E.** Taking one of the following actions, within 30 days of receiving notice under subparagraph (C)(b), with respect to any employee who is so convicted:
  - a. Taking appropriate personnel action against such an employee, up to and including termination.
  - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- F.** Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

**XXI. POLITICAL ACTIVITY (HATCH ACT)**

**(Applies to subrecipients as well as States)**

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

**XXII. CERTIFICATION REGARDING FEDERAL LOBBYING**

**(Applies to subrecipients as well as States)**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

**XXIII. RESTRICTION ON STATE LOBBYING**

**(Applies to subrecipients as well as States)**

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

**XXIV. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

**(Applies to subrecipients as well as States)**

Instructions for Primary Tier Participant Certification (States)

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1200.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.



- D. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction*, *debarment*, *suspension*, *ineligible*, *lower tier*, *participant*, *person*, *primary tier*, *principal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of 2 CFR Part 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph F of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

*Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions:*

- 1. The prospective primary tier participant certifies to the best of its knowledge and belief, that its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
  - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining , attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- 2. Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1200.

- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph E of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**XXV. BUY AMERICA ACT**

**(Applies to subrecipients as well as States)**

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase only steel, iron and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the

cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

All items purchased must be compliant with the National Highway Traffic Safety Administration (NHTSA) interpretation of the Buy America Act including, but not limited to:

1. Items valued over \$5,000 per unit must be manufactured or assembled in the United States of America, or as allowed by a current Buy America Act waiver issued by the NHTSA;
2. All vehicles, motorcycles, trailers, and other similar conveyances must be manufactured or assembled in the United States of America regardless of cost.

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](http://www.trafficsafety.org). The NHTSA website ([www.nhtsa.gov](http://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.rejjs.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))

## PROBLEM IDENTIFICATION

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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. & Gudgeon St.
2. MO-291 Hwy. & Frontage Rd.
3. MO-291 Hwy. & Salisbury Rd.
4. US-40 Hwy. & Sterling Ave.



## GOALS/OBJECTIVES

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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.

## PROJECT DESCRIPTION

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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.                                                                                                                                                                                                       |        |
| <p>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.</p> |        |
| 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 HVM 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.<br>16 PBT's<br>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.<br>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.<br>All months of the fiscal year.                                                                  |    |
| 46 | Enter the days of the week in which enforcement will be conducted.<br>All days of the week.                                                                 |    |
| 47 | Enter the time of day in which enforcement will be conducted.<br>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

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The MHTC will administratively evaluate this project. Evaluation will be based, at a minimum, upon the following:

1. Law enforcement compliance with state UCR, Racial Profiling, and MOCARS reporting requirements (law enforcement contracts only)
2. Timely submission of monthly reimbursement vouchers and appropriate documentation to support reimbursement for expenditures (i.e., personal services, equipment, materials)
3. Timely submission of periodic reports (i.e., monthly, quarterly) as required
4. Timely submission of the Year End Report of activity (due within 30 days after contract completion date)
5. Attaining the Goals set forth in this contract
6. Accomplishing the Objectives\* established to meet the project Goals, such as:
  - Enforcement activities (planned activities compared with actual activities)
  - Programs (number and success of programs held compared to planned programs, evaluations if available)
  - Training (actual vs. anticipated enrollment, student evaluations of the class, student test scores on course examinations, location of classes, class cancellation information)
  - Equipment purchases (timely purchase of equipment utilized to support and enhance the traffic safety effort ; documentation of equipment use and frequency of use)
  - Public awareness activities (media releases, promotion events, or education materials produced or purchased)
  - Other (any other information or material that supports the Objectives)
7. The project will be evaluated by the Highway Safety and Traffic Division through annual crash analysis

Evaluation results will be used to determine:

- The success of this type of activity in general and this particular project specifically ;
- Whether similar activities should be supported in the future; and
- Whether grantee will receive funding for future projects

Annual crash, impaired driving arrests, and liquor license violation statistics will be analyzed to determine the impact of this project.

## ADDITIONAL FUNDING SOURCES

---

N/A

# BUDGET

| Category              | Item                     | Description                                                                                                                               | Quantity | Cost         | Total                 | Local         | Total Requested       |
|-----------------------|--------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|----------|--------------|-----------------------|---------------|-----------------------|
| <b>Personnel</b>      |                          |                                                                                                                                           |          |              |                       |               |                       |
|                       | 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           |
|                       |                          |                                                                                                                                           |          |              | <b>\$1,150,000.00</b> | <b>\$0.00</b> | <b>\$1,150,000.00</b> |
| <b>Training</b>       |                          |                                                                                                                                           |          |              |                       |               |                       |
|                       | Professional Development | DRE National Conference                                                                                                                   | 3.00     | \$2,000.00   | \$6,000.00            | \$0.00        | \$6,000.00            |
|                       |                          |                                                                                                                                           |          |              | <b>\$6,000.00</b>     | <b>\$0.00</b> | <b>\$6,000.00</b>     |
| <b>Total Contract</b> |                          |                                                                                                                                           |          |              | <b>\$1,156,000.00</b> | <b>\$0.00</b> | <b>\$1,156,000.00</b> |



ATTACHMENTS

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| <u>Document Type</u> | <u>Description</u> | <u>Original File Name</u> | <u>Date Added</u> |
|----------------------|--------------------|---------------------------|-------------------|
| EXCEL                | Excel              | WP Sign Up Form October   | 01/20/2025        |

# City of Independence

## AGENDA ITEM COVER SHEET

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**Agenda Title:**

25-052 **2R** 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. **2R**

**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-OCPP. Expenditures totaling \$50,000 will be appropriated to the Grant Fund, account 0154550-5102-OCPP. No local match is required.

**Council Action:**

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**Department /  
Contact**

Police Department /

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**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

**Type of Project:** Initial

**Started:** 10/01/2025

| Federal Funds Benefiting |             |
|--------------------------|-------------|
| <b>State:</b>            |             |
| <b>Local:</b>            | \$50,000.00 |
| <b>Total:</b>            | \$50,000.00 |

| Source of Funds |             |
|-----------------|-------------|
| <b>Federal:</b> | \$50,000.00 |
| <b>State:</b>   |             |
| <b>Local:</b>   | \$0.00      |
| <b>Total:</b>   | \$50,000.00 |

**Name of Grantee**  
Independence Police Dept.

**Grantee County**  
Jackson

**Grantee Address**  
223 N. Memorial Dr.  
  
Independence, MO 64050-2836

**Telephone**  
816-325-7300

**Fax**  
816-325-7316

**Contract Period**  
**Effective:** 10/01/2025  
**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](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.

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- 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:

| <u>Section</u> | <u>Assistance Listing #</u> | <u>Program Title</u>                        |
|----------------|-----------------------------|---------------------------------------------|
| 402            | 20.600                      | State and Community Highway Safety Programs |
| 154            | 20.607                      | Alcohol Open Container Requirements         |
| 405b           | 20.616                      | National Priority Safety Programs           |
| 405c           | 20.616                      | National Priority Safety Programs           |
| 405d           | 20.616                      | National Priority Safety Programs           |
| 405e           | 20.616                      | National Priority Safety Programs           |
| 405f           | 20.616                      | National Priority Safety Programs           |
| 405g           | 20.616                      | National Priority Safety Programs           |
| 405h           | 20.616                      | National Priority Safety Programs           |
| 405i           | 20.616                      | National Priority Safety Programs           |

**XX. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)**

**(Applies to subrecipients as well as States)**

The State will provide a drug-free workplace by:

- A.** Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- B.** Establishing a drug-free awareness program to inform employees about:
  1. The dangers of drug abuse in the workplace.
  2. The Subrecipient's policy of maintaining a drug-free workplace.
  3. Any available drug counseling, rehabilitation, and employee assistance programs.
  4. The penalties that may be imposed upon employees for drug violations occurring in the workplace.
  5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (A).
- C.** Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the grant, the employee will:
  - a. Abide by the terms of the statement.
  - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- D.** Notifying the agency within ten days after receiving notice under subparagraph (C)(b) from an employee or otherwise receiving actual notice of such conviction.
- E.** Taking one of the following actions, within 30 days of receiving notice under subparagraph (C)(b), with respect to any employee who is so convicted:
  - a. Taking appropriate personnel action against such an employee, up to and including termination.
  - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- F.** Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

**XXI. POLITICAL ACTIVITY (HATCH ACT)**

**(Applies to subrecipients as well as States)**

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

**XXII. CERTIFICATION REGARDING FEDERAL LOBBYING**

**(Applies to subrecipients as well as States)**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

**XXIII. RESTRICTION ON STATE LOBBYING**

**(Applies to subrecipients as well as States)**

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

**XXIV. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

**(Applies to subrecipients as well as States)**

Instructions for Primary Tier Participant Certification (States)

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1200.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

- D. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction*, *debarment*, *suspension*, *ineligible*, *lower tier*, *participant*, *person*, *primary tier*, *principal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of 2 CFR Part 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph F of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

**Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions:**

- 1. The prospective primary tier participant certifies to the best of its knowledge and belief, that its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
  - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining , attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- 2. Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Instructions for Lower Tier Participant Certification**

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1200.

- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph E of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**XXV. BUY AMERICA ACT**

**(Applies to subrecipients as well as States)**

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase only steel, iron and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the



cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

All items purchased must be compliant with the National Highway Traffic Safety Administration (NHTSA) interpretation of the Buy America Act including, but not limited to:

1. Items valued over \$5,000 per unit must be manufactured or assembled in the United States of America, or as allowed by a current Buy America Act waiver issued by the NHTSA;
2. All vehicles, motorcycles, trailers, and other similar conveyances must be manufactured or assembled in the United States of America regardless of cost.

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](http://www.trafficsafety.org). The NHTSA website ([www.nhtsa.gov](http://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.rejjs.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))

## PROBLEM IDENTIFICATION

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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

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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

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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

| <u>Question</u>                                                                                                                                                                                                                                                                                                                                   | <u>Answer</u> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| 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 HVM 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.<br>16 PBT's<br>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.<br>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.<br>All months of the fiscal year.                                                                          |    |
| 46 | Enter the days of the week in which enforcement will be conducted.<br>All days of the week.                                                                         |    |
| 47 | Enter the time of day in which enforcement will be conducted.<br>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

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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

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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

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| <u>Document Type</u> | <u>Description</u> | <u>Original File Name</u> | <u>Date Added</u> |
|----------------------|--------------------|---------------------------|-------------------|
|----------------------|--------------------|---------------------------|-------------------|

# City of Independence

## AGENDA ITEM COVER SHEET

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**Agenda Title:**

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

**Recommendations:**

Commissioner Nesbitt made a motion to recommend approval of the final plat of Tybrook Estates-2<sup>nd</sup> 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, 2<sup>nd</sup> 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<sup>th</sup> 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<sup>th</sup> Street and 6<sup>th</sup> 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. 7<sup>th</sup> Street S.; Lot 23, Lot 74 and Lot 6 (on their south) are addressed as 21100, 21110 and 21120 E. 7<sup>th</sup> Street S.; Lots 59, 69 and 78 (on their north side) are addressed as 21005, 21101 and 21111 E. 6<sup>th</sup> Terrace S.; Lots 39 through 34 are addressed as 21012, 21100, 21104, 21108, 2112 and 21116 E. 6<sup>th</sup> 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:**

---

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

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**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 -  
2<sup>ND</sup> 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-2<sup>nd</sup> 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-2<sup>nd</sup> 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. 7<sup>th</sup> Street S.; Lot 23, Lot 74 and Lot 6 (on their south) are addressed as 21100, 21110 and 21120 E. 7<sup>th</sup> Street S.; Lots 59, 69 and 78 (on their north side) are addressed as 21005, 21101 and 21111 E. 6<sup>th</sup> Terrace S.; Lots 39 through 34 are addressed as 21012, 21100, 21104, 21108, 2112 and 21116 E. 6<sup>th</sup> 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

**MEETING DATE:** June 10, 2025

**STAFF:** Brian Harker, Planner

**PROJECT NAME:** Tybrook Estates, 2<sup>nd</sup> Plat

**CASE NUMBER/REQUEST:** **Case 25-320-02 – Final Plat – Tybrook 2<sup>nd</sup> 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, 1<sup>st</sup> 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, 2<sup>nd</sup> 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, 2<sup>nd</sup> 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<sup>th</sup> 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<sup>th</sup> Street S. and E. 6<sup>th</sup> 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. 7<sup>th</sup> Street S.; Lot 23, Lot 74 and Lot 6 (on their south) are addressed as 21100, 21110 and 21120 E. 7<sup>th</sup> Street S.; Lots 59, 69 and 78 (on their north side) are addressed as 21005, 21101 and 21111 E. 6<sup>th</sup> Terrace S.; Lots 39 through 34 are addressed as 21012, 21100, 21104, 21108, 2112 and 21116 E. 6<sup>th</sup> 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

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.

### Application Type (check all that apply)

| Land Use                                                                   | Land Subdivision                                                                                                                          | Site Development                                                                                                                           | Use Permit                                                                                                                        | Other                                                                                                                                                                          |
|----------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Rezoning<br><input type="checkbox"/> PUD Rezoning | <input type="checkbox"/> Preliminary Plat<br><input checked="" type="checkbox"/> Final Plat<br><input type="checkbox"/> Minor Subdivision | <input type="checkbox"/> Final Site Plan<br><input type="checkbox"/> Preliminary Dev Plan<br><input type="checkbox"/> Final Dev Plan (PUD) | <input type="checkbox"/> Special Use<br><input type="checkbox"/> Homebased Business<br><input type="checkbox"/> Short-Term Rental | <input type="checkbox"/> Admin. Adjustment<br><input type="checkbox"/> Variance<br><input type="checkbox"/> Street Name Change<br><input type="checkbox"/> 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 | Stream 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)

|                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                               |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Completed & Signed Application Form<br><input checked="" type="checkbox"/> Application Fee<br><input checked="" type="checkbox"/> Cover Letter Describing Details of Project | <input type="checkbox"/> One 24" x 36" set of plans for Land Sub. & Site Dev.<br><input checked="" type="checkbox"/> One PDF copy of a plat map or site plan (By E-mail)<br><input checked="" type="checkbox"/> 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

#### 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

#### Owner

Same As Applicant

---

Name                      Company

---

Address

---

Phone                      Email

#### Architect/Engineer/Surveyor/Other:

---

Name                      Company

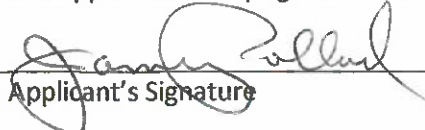
---

Address

---

Phone                      Email

The applicant hereby agrees that the information provided above is accurate.

 4/14/25  
Applicant's Signature                      Date

\_\_\_\_\_  
Owner's Signature                      Date



INDEX

1. TITLE SHEET  
2. PRELIMINARY PLAT  
3. EXISTING CONDITIONS

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

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

UNPLATTED  
CENTRAL DEVELOPMENT ASSOC  
(Parcel No. 16-700-01-06)  
Zoned R-A

UNPLATTED  
JENNINGS, RONALD E & ANNA M  
(Parcel No. 16-700-04-09)  
Zoned R-A

TRACT A  
SURVEY PER DOC. NO. 200110066496

UNPLATTED  
MCGEE GARY & PAMELA  
(Parcel No. 17-900-03-09)  
Zoned R-6

UNPLATTED  
RICHARDS ROCK & LANDFILL LLC  
(Parcel No. 24-300-02-07-01)  
Zoned I-1

UNPLATTED  
EARLEY DANIEL L-TRUSTEE  
(Parcel No. 24-300-02-07-02)  
Zoned I-1

UNPLATTED  
HILL REAL ESTATE DEVELOPMENT CO, LLC  
(Parcel No. 24-300-02-04)  
Zoned I-1

UNPLATTED  
LITTLE BLUE VALLEY NW LLC  
(Parcel No. 25-110-01-02)  
Zoned R-4/PUD

STREAM BUFFER

TO SANITARY OUTFALL SEWER

LITTLE BLUE VALLEY NW LLC  
PARCEL NO. 25-110-01-02-00-00-00-00

TOPOGRAPHY PROVIDED BY  
THE CITY OF INDEPENDENCE

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 line of said Northeast Fractional Quarter a distance of 733.65 feet; thence North 87 degrees 42 minutes 44 seconds West a distance of 1372.80 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 distance 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 52 seconds 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.

LOT 1  
ISD SUPPORT SERVICES CENTER

| PROPOSED | KEY                      | EXISTING |
|----------|--------------------------|----------|
| SAN      | Sanitary Sewer           |          |
| ST       | Storm Sewer              |          |
| WTR      | Water                    |          |
| MH       | Manhole                  | MH       |
| CB       | Catch Basin              | CB       |
| JB       | Junction Box             | JB       |
| FI       | Field Inlet              | FI       |
| FES      | Flared End Section       | FES      |
| FH       | Fire Hydrant             | FH       |
| BO       | Blow Off                 | BO       |
| WV       | Water Valve              | WV       |
| HCR      | Handicap Ramp            | HCR      |
|          | Finish Drainage Flow     |          |
|          | Contours (2' intervals)  | 802      |
|          | Contours (10' intervals) | 800      |
|          | B/L = Building Line      |          |
|          | U/E = Utility Easement   |          |
|          | Phase Line               |          |
|          | Zoning Line              |          |

VICINITY MAP



PRELIMINARY PLAT

TYBROOK ESTATES

INDEPENDENCE - JACKSON COUNTY - MISSOURI

CONSULT INC

engineers planners

8

NO.

BY

DATE

REVISION

DATE

X-REF NO.

DRAWING NO.

DATE

JOB NO.

1

2

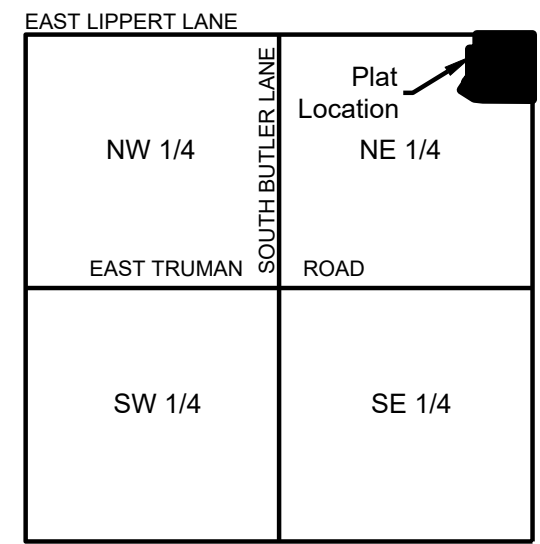
IF THIS IS NOT A BLUE INK SEAL AND THE SIGNATURE IN BLUE INK, THE PLAN IS A COPY AND MAY CONTAIN UNAUTHORIZED ALTERATIONS. THE CERTIFICATION CONTAINED ON THIS DOCUMENT SHALL NOT APPLY TO ANY COPIES.

CORPORATE LICENSE NO. E201005873



# 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  
SECTION 4-T49N-R31W  
Scale 1" = 200'

## NOTES:

- ▲ DENOTES FOUND MONUMENTATION AS NOTED.
- ▲ DENOTES 1/2" IRON BAR WITH PLASTIC CAP LS-2469 SET THIS PLAT.
- 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.
- THIS SURVEY MEETS OR EXCEEDS THE ACCURACY STANDARDS OF AN "URBAN PROPERTY" SURVEY.
- THE PARENT TRACT FOR THIS SURVEY RECORDED AS DOCUMENT NO. 20050068734.
- ACCORDING TO F.E.M.A. FLOOD INSURANCE RATE MAP NUMBER 20085C0302G, 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.
- 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).
- 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

NORTHWEST CORNER  
NORTHEAST QUARTER  
SEC. 4-T49N-R31W  
FND 1" IRON BAR  
MLS DOC. NO. 600-42993

NORTH LINE NE 1/4  
SEC. 42-T49N-R31W

N 325,306.237m  
E 864,647.235m

N 325,307.093m  
E 864,624.391m

UNPLATTED

N 325,212.928m  
E 864,620.863m

N 325,215.284m  
E 864,618.224m

N 325,203.915m  
E 864,608.075m

N 325,202.289m  
E 864,609.896m

N 325,178.567m  
E 864,593.338m

N 325,150.335m  
E 864,633.789m

N 325,145.899m  
E 864,661.051m

N 325,138.936m  
E 864,817.974m

N 325,138.936m  
E 864,817.974m

N 325,138.936m  
E 864,817.974m

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E 864,817.974m

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N 325,138.936m  
E 864,817.974m

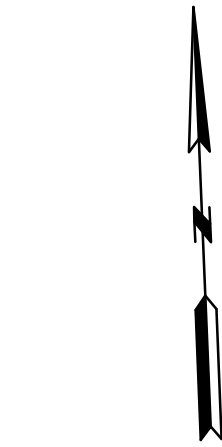
N 325,138.936m  
E 864,817.974m

N 325,138.936m  
E 864,817.974m

N 325,138.936m  
E 864,817.974m

POINT OF BEGINNING  
NORTHEAST CORNER  
SEC. 4-T49N-R31W  
FND 3/4" IRON BAR, PER  
MLS DOC. NO. 600-69235

N 325,345.517m  
E 864,825.704m



0 40' 60' 80'  
SCALE: 1" = 40'

## LEGEND:

- B.L. = BUILDING LINE
- U/E = LANDSCAPE EASEMENT
- R/W = RIGHT-OF-WAY
- SDE = STORM DRAINAGE ESMT.
- SSE = SANITARY SEWER ESMT.
- U/E = UTILITY EASEMENT

## 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 515.34 FEET; THENCE NORTH 07 DEGREES 27 MINUTES 34 SECONDS WEST, A DISTANCE OF 515.34 FEET; THENCE NORTH 80 DEGREES 45 MINUTES 24 SECONDS WEST, A DISTANCE OF 80.62 FEET; THENCE NORTH 55 DEGREES 05 MINUTES 17 SECONDS WEST, A DISTANCE OF 161.94 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 90.00 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 08 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\_\_\_\_.

JAMES W. POLLARD - MEMBER

MATT ORF - MEMBER

POLLARD, ORF & ASSOCIATES, LLC

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

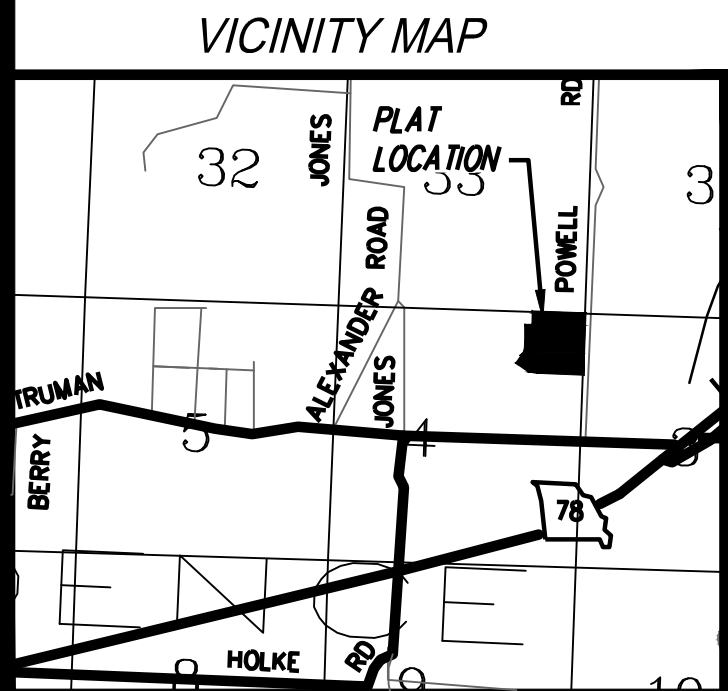
## SURVEYED FOR:

JIM POLLARD  
3030 S. OREN SHAW ROAD  
INDEPENDENCE, MISSOURI 64057  
(816) 686-8800

SHEET 1 OF 1  
PROJECT NO.: 23.029  
PREPARED: 12/06/2024  
PREPARED BY: SPW



1533 Locust Street, Kansas City, Missouri 64108  
CORPORATE CERTIFICATE OF AUTHORITY - 2019005467 (MO)



SOUTHEAST CORNER  
NORTHEAST QUARTER  
SEC. 4-T49N-R31W  
FND 1/2" IRON BAR  
MLS DOC. NO. 600-69243



## 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 2<sup>nd</sup> 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. 40<sup>th</sup> 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

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**Agenda Title:**

25-058 **2R** 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. **2R**

**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:**

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|                                 |         |
|---------------------------------|---------|
| <b>Department /<br/>Contact</b> | Legal / |
|---------------------------------|---------|

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**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 INDEPENDENCE 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 Chrysler 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

## **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 terminate 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  
                                                 Attn: City Manager  
                                                 111 E. Maple Ave.  
                                                 Independence, MO 64050

Notices to Buyer:                      Independence School District  
                                                 Attn: Superintendent  
                                                 201 N. Forest Ave.  
                                                 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.

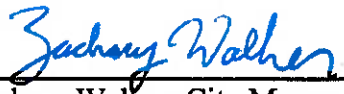
24. **Authority.** The undersigned represent that they each have the authority and capacity from the respective Parties to execute this Agreement.

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.

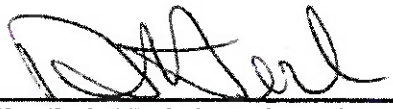
**SELLER:**

**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 **2R** 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. **2R**

**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:**

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**Department /  
Contact**

Council and Board /

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**REVIEWERS**

Jeremy Cover  
Zachary Walker  
Susanne Holland

**ATTACHMENTS:**

1. Ordinance to destroy Muni Court Records
2. Admin Order 2025-217, 218 and 219

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 16<sup>th</sup> 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**

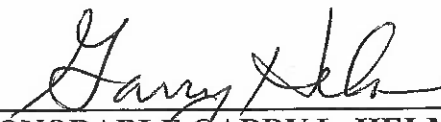
**ORDER**

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

  
\_\_\_\_\_  
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.

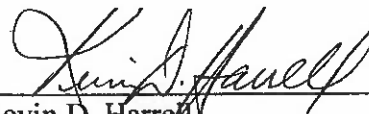
IT IS ORDERED, in accordance with the Supreme Court Administrative Rule 8.03, that Judge Garry L. Helm is authorized to destroy the following Independence Municipal Court records which are closed records as defined in Administrative Rule 8.04 by shredding or burning:

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. Harren,  
Presiding Judge  
16<sup>th</sup> 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

Garry L. 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.

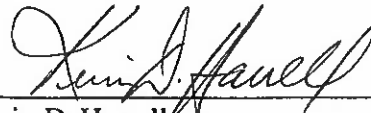
IT IS ORDERED, in accordance with the Supreme Court Administrative Rule 8.03, that Judge Garry L. Helm is authorized to destroy the following Independence Municipal Court records which are closed records as defined in Administrative Rule 8.04 by shredding or burning:

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, 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  
16<sup>th</sup> 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**

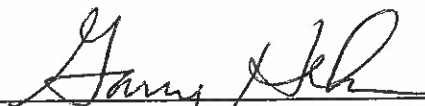
**ORDER**

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:

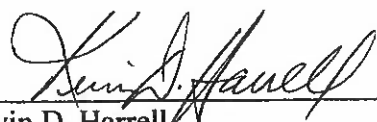
1. Disposed Cases heard by the Municipal Court for convictions on Minor Traffic Cases, Parking Tickets, Animal Control and Housing Violation Cases, three years after final conviction of January, 2021 through December, 2021. According to new retention schedule effective July 1, 2018. Volume 30 boxes
2. 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  
16<sup>th</sup> Judicial Circuit Court  
Jackson County, Missouri

# City of Independence

## AGENDA ITEM COVER SHEET

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**Agenda Title:**

25-060 **1R** An ordinance amending the Independence City Code Chapter 18, Traffic. *(Sponsored by Councilmember McCandless)* **1R**

**Recommendations:**

Staff recommends approval of the ordinance as requested by Councilmember McCandless.

**Background:**

The ordinance amends the Independence City Code to regulate the use of golf carts, snowmobiles, and utility terrain vehicles (UTVs). It defines these vehicles and sets specific equipment requirements for golf carts and UTVs, such as brakes, headlamps, turn signals, tail-lamps, stop lamps, reflectors, and mirrors. Snowmobiles are prohibited from operating on public streets, sidewalks, parks, and other public properties, except for governmental use, and must have permission to operate on private property. Golf carts and UTVs must be operated safely, with appropriate footwear, and cannot carry items that prevent the operator from using both hands on the steering mechanism. They are also prohibited from operating under the influence of alcohol or drugs.

The ordinance allows golf carts and UTVs to use certain roadways, provided they adhere to speed limits and parking regulations. Operators must yield to pedestrians and other non-registered vehicles, and maintain a safe distance when overtaking. The ordinance also includes anti-harassment provisions to protect operators and pedestrians. Operators must have proof of ownership, a valid driver's license, and insurance, and comply with federal safety standards. The ordinance exempts these vehicles from state title, registration, and emissions requirements but mandates compliance with federal safety standards for low-speed vehicles.

Additionally, the ordinance specifies that golf carts and UTVs can only be operated on roads with speed limits of 35 mph or less, although crossing roads with speed limits of up to 45 mph is permitted. They must be parked in standard automobile spaces without obstructing traffic. The ordinance also outlines the responsibilities of operators, including ensuring passenger safety and not engaging in reckless behavior. It mandates that operators must pull over to allow other vehicles to pass when necessary to prevent traffic congestion. The ordinance aims to ensure the safe and regulated use of these vehicles within the city limits, balancing the convenience of their use with public safety considerations.

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

**Council Action:**

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**Department /  
Contact**

**Council and Board /**

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**REVIEWERS**

Melissa Cabrera  
Jeremy Cover  
Zachary Walker  
Susanne Holland

**ATTACHMENTS:**

1. Ordinance - golf cart or utility terrain vehicle\_07012025 Edits CED

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

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

AN ORDINANCE AMENDING THE INDEPENDENCE CITY CODE CHAPTER 18 TRAFFIC.

WHEREAS, City Charter Section 2.10 authorizes the City Council to enact municipal legislation relating to any and all subjects or matters within the powers of the City;

WHEREAS, The City Council desires to amend Chapter 18, Traffic, to provide regulations for the use of golf carts, snowmobiles, and utility terrain vehicles.

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

**SECTION 1.** The Code of Ordinances of the City of Independence Section 18.01.001 shall hereby be amended as follows:

**GOLF CART means a three (3) or more wheeled recreational vehicle designed and manufactured for operation on a golf course for sporting or recreational purposes that is either electric powered or gas powered and not capable of exceeding speeds of twenty (20) miles per hour.**

**SNOWMOBILE means any self-propelled machine or device which travels on one or more fabric and/or rubber belts, kept in motion by one or more driving wheels, so that the machine or device moves forward with the revolutions of the belt or belts, with two skids on the front of the machine or device.**

**UTILITY TERRAIN VEHICLE means any motorized vehicle manufactured and used exclusively for off-highway use traveling on four (4) or six (6) wheels, more than fifty (50) inches but not more than eighty (80) inches in width, measured from outside of tire rim to outside of tire rim, and an unladen dry weight of more than one thousand five hundred (1,500) pounds but no more than three thousand five hundred (3,500) pounds.**

**SECTION 2.** The Code of Ordinances of the City of Independence Section 18.01.014 shall hereby be added to read as follows:

**Sec. 18.21.014. - Snowmobiles—Operation of in certain manner prohibited.**

- A. No person shall operate a "Snowmobile" upon the public streets, including rights-of-way, alleys, sidewalks, parks or other public property of the City of Independence, Missouri; except snowmobiles owned and operated by a governmental agency for official use.**
- B. It shall be unlawful for any person to operate a snowmobile on the private property of another without the express permission to do so by the owner or occupant of such property.**

**SECTION 3.** The Code of Ordinances of the City of Independence Chapter 18, Article 31 shall be added to include the following:

**ARTICLE 30. – REGULATIONS FOR GOLF CARTS AND UTILITY TERRAIN VEHICLES**

**Sec. 18.31.001. Equipment required on golf carts and utility terrain vehicles.**

- A. No person shall operate a golf cart or utility terrain vehicle on any roadway in the City unless it is equipped in accordance with the minimum vehicle equipment standards set forth in RSMo Ch. 304, and in any case will minimally be equipped with the following:
1. Adequate brakes;
  2. Headlamps;
  3. Front and rear turn signal lamps;
  4. Taillamps;
  5. Stop lamps;
  6. Reflex reflectors: one (1) red on each side as far to the rear as practicable, and one (1) red on the rear; and
  7. An exterior mirror mounted on the driver's side of the vehicle and either an exterior mirror mounted on the passenger's side of the vehicle or an interior mirror.

**Sec. 18.31.002. Driving or riding on golf carts or utility terrain vehicles generally.**

- A. Every golf cart or utility terrain vehicle shall be operated with reasonable regard for the safety of the operator, passengers, and other persons upon the sidewalks, streets and highways of the City.
- B. No person shall drive or operate or ride a golf cart or utility terrain vehicle on any roadway without always having at least one hand on the steering mechanism of the device when the vehicle is in motion.
- C. No person shall operate or ride a golf cart or utility terrain vehicle on any roadway without wearing footwear with a sole that completely covers the person's feet and toes.
- D. No driver or operator of a golf cart or utility terrain vehicle shall allow passengers when such device is in operation or motion, unless such vehicle is designed to carry more than one (1) person, in which event a passenger may ride upon the permanent and regular seat if designed for two (2) or more persons, or upon another seat firmly attached to the rear or side of the driver or operator.
- E. No driver or operator of a golf cart or utility terrain vehicle shall travel between vehicles traveling or standing in the same direction of such device within marked lanes of a roadway or contrary to established traffic control device.
- F. No personnel shall operate a golf cart or utility terrain vehicle while carrying any package, bundle, or article which prevents the operator from placing both hands upon the steering mechanism of such device.
- G. No operator of a golf cart or utility terrain vehicle shall transport extra fuel in a separate container or alter the fuel reservoir from the original manufacturer's design, including physically attaching fuel packs or containers to the operator's person.
- H. Every person operating a golf cart or utility terrain vehicle may not ride or operate while controlling or attempting to control an animal, either by hand or on a leash.

- I. No person shall operate a golf cart or utility terrain vehicle on the private property of another without the express permission to do so by the owner or occupant of such property.
- J. The operator of a golf cart or utility terrain vehicle shall yield the right of way to pedestrians, bicycles, motorized bicycles, motor scooters, and other similar devices.
- K. No golf cart or utility terrain vehicle shall be operated along city streets while under the influence of alcoholic beverages, narcotics, or habit-forming drugs.
- L. The operator of a golf cart or utility terrain vehicle shall be responsible for the safety of all passengers and shall not allow reckless or dangerous behavior by passengers on said vehicles.

**Sec. 18-31-003. Driving or riding golf carts or utility terrain vehicles on roadways.**

- A. Every person operating a golf cart or utility terrain vehicle on a street or highway may ride in the center of the right lane of travel or may ride to the right side of the roadway; such person may use the left lane of travel to prepare for making a left turn, or when on a one-way street. Every person operating such vehicle on a roadway shall exercise due care when passing a standing vehicle or one proceeding in the same direction, when making turns, and when streets or lanes are too narrow to share with motor vehicles. Such vehicles may ride abreast in the lane of travel, except where a paved shoulder or bike lane is marked and when riding in the lane of travel prevents motor vehicles from passing in a safe and lawful manner.
- B. When necessary to prevent congestion of traffic, golf carts or utility terrain vehicles shall be pulled to the right-hand edge of streets and be stopped to allow other motor vehicles traveling in the same direction to pass.
- C. No person shall operate a golf cart or utility terrain vehicle on a sidewalk or trail unless the sidewalk or trail is specifically designed and officially noticed for such use and except where the sidewalk or trail is part of a permanent or temporary driveway.
- D. No person shall drive a golf cart or utility terrain vehicle upon or in a paved shoulder or bike lane where marked, except to avoid a crash, stop for traffic congestion, or otherwise comply with law.
- E. A golf cart or utility terrain vehicle shall be operated only on roadways with a speed limit of thirty-five (35) miles per hour or less. This shall not prohibit the use of such vehicle when crossing roadways with speed limits not more than forty-five (45) miles per hour.
- F. Golf carts or utility terrain vehicles shall be parked in standard automobile parking spaces and shall be parked in such a way as to not obstruct vehicular, pedestrian, or bicyclist traffic.

**Sec. 18-31-004. Anti-harassment of persons using golf carts or utility terrain vehicles.**

**No person operating, riding on/in nor seated on/in shall knowingly:**

- A. Throw or drop any substance or object at or in the direction of a vehicle or any operator, rider or passenger thereof, or a pedestrian;
- B. Threaten any pedestrian or operator, rider or passenger of a vehicle;
- C. Sound a horn, shout, or otherwise direct sound toward any pedestrian or operator, rider, or a passenger of a vehicle for the purpose of harassing, frightening or injuring that person;

- D. Place any pedestrian or operator, rider, or a passenger of a vehicle in apprehension of immediate physical injury; or
- E. Engage in conduct that creates a risk of death or serious physical injury to any pedestrian or operator, rider, or a passenger of a vehicle.

**Sec. 18-31-005. Overtake golf carts or utility terrain vehicles at a safe distance.**

- A. The operator of a motor vehicle overtaking a golf cart or utility terrain vehicle proceeding in the same direction on the roadway or on the shoulder of the roadway, shall leave a safe distance, but in no case less than four (4) feet clearance, when passing the golf carts or utility terrain vehicles, and shall maintain clearance until safely past the overtaken vehicle.

**Sec. 18-31-006. Golf carts and utility terrain vehicles, applicability of laws and requirements for operation.**

- A. A golf cart or utility terrain vehicle may be operated upon streets of the City, but not State or Federal highways, other than for purposes of crossing same pursuant to the provisions of this chapter. Every person operating a golf cart or utility terrain vehicle shall be granted all the rights and shall be subject to all the duties applicable to the driver of any other motor vehicle, not inconsistent with the limitations of this chapter.
- B. The operator of a golf cart or utility terrain vehicle shall be granted all the rights and shall be subject to all the duties applicable to the driver of motor vehicle and observe all traffic laws regarding the rules of the road, in addition to the limitations of this chapter.
- C. No person who owns a golf cart or utility terrain vehicle will be permitted to operate said vehicle or allow another person to operate said vehicle upon a street without proof of ownership available upon the person or kept within the vehicle for reference and shall present such information, which includes the vehicle owner's identification and address of residence, to any peace officer upon demand.
- D. Each person operating a golf cart or utility terrain vehicle on public streets shall possess a valid driver's license issued pursuant to RSMo Ch. 302, as amended.
- E. Every operator of a golf cart or utility terrain vehicle shall maintain financial responsibility as required by RSMo Ch. 303, as amended. Proof of financial responsibility shall be always kept in the golf cart or utility terrain vehicle or upon the operator when the vehicle is in operation on a street.
- F. It shall be unlawful for an operator of a golf cart or utility terrain vehicle to fail to exhibit satisfactory evidence of insurance, ownership and driver's license, as required in this section, upon the demand of any peace officer who, while engaged in performance of the officer's duties, lawfully stops the operator or investigates a crash. But no person shall be found guilty of violating this section if the operator demonstrates to the court that he met the responsibility requirements when the peace officer wrote the citation.
- G. Golf cart or utility terrain vehicle permitted by this chapter are exempt from title requirements, State vehicle registration requirements, and emissions compliance certificates, all pursuant to RSMo Ch. 301, as amended. Golf cart or utility terrain vehicle shall be exempt from the requirements of RSMo 307.350 to 307.402, as amended, for purposes of titling and registration.

- H. All golf cart or utility terrain vehicles shall be manufactured in compliance with the National Highway Traffic Safety Administration standards for low-speed vehicles in 49 CFR 571.500, as amended.
- I. Golf cart or utility terrain vehicle shall comply with the standards in 49 CFR 571.500, as amended.
- J. Golf cart or utility terrain vehicle modifications that render the vehicle inconsistent with the definitions, regulations and standards of this chapter are prohibited.

**SECTION 4.** This Ordinance shall be in full force and effect from and after passage.

**SECTION 5.** Correction of any scrivener's' errors identified within these articles are hereby authorized by this ordinance.

PASSED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

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

ATTEST:

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

APPROVED AS TO FORM AND LEGALITY:

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

REVIEWED BY:

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



# City of Independence

## AGENDA ITEM COVER SHEET

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### Agenda Title:

25-061 **1R** An ordinance approving a rezoning from District C-2 (General Commercial) to District R-30/PUD (High Density Residential/Planned Unit Development) and approving a Preliminary Development Plan for the property located at 19300 East 37<sup>th</sup> Terrace South. **1R**

### Recommendations:

Commissioner Nesbitt made a motion to recommend **APPROVAL** of this rezoning request, for property located at 19300 E 37<sup>th</sup> Terr S, with the following conditions be included with the preliminary development plan:

1. Final development plan must be submitted in accordance with Section 14-703-06.
2. Any alteration of the floorplan footprints will be need to be finalized on the Final Development Plan.
3. Applicant will need to comply with all requirements prescribed by the Municipal Services Department related to their preliminary sanitary sewer capacity study, showing future development areas and providing calculations for projected sanitary loading of the proposed development for comparison to the sewer capacity flow factor.
4. Development agreement with the City is expected to be necessary for improvements to the sanitary sewer main, increasing capacity for this proposed development.
5. The proposed watermain extension will need to be located outside the 3:1 slope and will need approval by the Municipal Services Department.
6. The applicant will ensure the Independence Fire Department has adequate access around the building before submitting the Final Development Plan.
7. The density of residential units will be 30.84-units per acre, rather than the maximum allowance of 30-units per acre.
8. Provide a Minor Subdivision for the property prior to issuing any building permits, in accordance with Section 14-702-03.
9. 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 specification prior to approval of the final development plan.

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

Commissioner Nesbitt – Yes

Commissioner Ferguson – Yes

Commissioner Ashbaugh – Yes

Commissioner O'Neill – Yes

Commissioner Torres – Yes

Commissioner Young – Yes

Commissioner Wiley – Yes

The motion passed 7-0 and such this application is forwarded to the City Council for its consideration.

**Background:**

A request by Clint Burkdoll to construct a 360-unit apartment building at 19300 E. 37 Terrace S.

**Current Zoning:** C-2 (General Commercial)

**Proposed Zoning:** R-30/PUD (High Density Residential/Planned Unit Development)

**Current Use:** Undeveloped Tract

**Zoning History:**           1965 – 1974: R-1 (Single-Family Residential)  
                                  1974 - 2009: C-P-2 (Planned General Commercial)  
                                  2009 - Present: C-2 (General Commercial)

**Property History:** The property has never been platted. In 1974, the property was rezoned from R-1 to C-P-3 (Ordinance No. 3553). Subsequently, an application for a site plan was approved in 1975 (Ordinance No. 3943). This project was never developed, and this undeveloped tract got its current size and configuration with the creation of 37<sup>th</sup> Terrace and Jackson Drive.

**Proposal:** Infinity 360 Apartments is a proposed multi-family development consisting of a four-story residential structure atop a two-level parking structure. The building will be clad with a façade of masonry material at the base. Lap siding and board & batten siding will clad residential units above the parking garage base. Parking for dwelling units will be provided within a two-story parking garage located at the base of the proposed building. The proposed development, on 11.67-acres, is located at the northwest corner of Jackson Drive and 37<sup>th</sup> Terrace. The development will include a mixture of studio and one and two-bedroom apartments. The development will have a density of 30.84-units per acre. There will be 7.30-acres of open space.

**Physical Characteristics of Property:** The applicant's 11.67-acre property at its southern end is more open and level but proceeding to the north it becomes steeper and more wooded as it descends toward the railroad right-of-way. Trees line the two ravines going northeast and northwest. There is a thick stand of trees abutting the apartment complex to the west.

**Characteristics of the Areas:** The vicinity of the proposed development is predominately retail, institutional and multiple-family residential uses. To the south, across 37<sup>th</sup> Terrace S. is big-box retail. Then, to the southwest across the intersection of 37<sup>th</sup> Terrace and Jackson Drive is Centerpoint Medical Center. East across Jackson Drive is an apartment complex. To the west lies a nursing home and further west another apartment complex. North of the property, down the steep embankment, lies a railroad right-of-way and a heavily wooded area.

**ANALYSIS:****Consistency with *Independence for All*, Strategic Plan:**

The project should achieve livability, choice, access, health and safety through a quality-built environment. The project will improve visual appearance, improve public infrastructure and facilities, and stabilize and revitalize a neighborhood.

**Comprehensive Plan Tools and Policies for the Current Designation:**

The relevant Guiding Principle would be that it facilitates the development of a connected, mixed-use neighborhood where appropriate.

**Zoning:**

The applicant proposes R-30/PUD zoning, which allows multiple-family housing, home based daycare, government facilities, churches, schools, utilities, cemeteries, crops and gardening. District C-2 (General Commercial) allows for retail, office, restaurants, banks, business and personal improvement services, hotels, construction services, daycare centers, nursing homes, government facilities, churches, employment agencies, funeral and interment services, schools, colleges and universities, veterinary and animal boarding services, sports and entertainment facilities, medical services, repair services and crop agriculture.

**Historic and Archeological Sites:**

There are no apparent historic or archeological issues with this property.

**Public Utilities:**

Water, sewer and electrical services are available to the property. Proposed easements will be provided for public utilities at the time of final platting.

The Municipal Services department states that the proposed COI water main extension running north-south along the east side of the building, and east west along the south side of the building, will not be allowed to be located within the 3:1 side slope.

The sewer line serving the Pepperwood Apartments (East of the site) runs along the proposed Infinity 360 Apartment's North side. It begins as an 8" VCP pipe, transitions to a 12" PVC pipe, and then combines with the existing sewer on the west side before running north under the railroad tracks. An 8" PVC sewer line runs north along the west property boundary, serving only the Sunterra Springs facility. The sewer line for the Independence Ridge Apartments (west of the site) runs northwest, crosses the railroad tracks, then turns back east to combine with the existing and proposed sewer lines from the subject property. This combined line flows north into an inverted siphon with 6" and 12" components. The city is currently reviewing options for improving this and the interceptor immediately downstream.

**Floodplain/Stream Buffer:**

The property is neither in a floodplain nor near a stream requiring accompanying stream buffer zones.

**Stormwater Drainage:**

BMPs are required per city design criteria and will be implemented on this development.

Design will abide by the MARC/APWA Manual of Best Management Practices. Erosion control is needed for any area greater than 1,000 square feet

The 11.67-acre site drains north, mostly into an existing detention basin, and eventually into Crackerneck Creek and the Little Blue River.

Stormwater runoff from the proposed development will be controlled utilizing the existing on-site detention basin. The basin has been determined in preliminary analysis to have storage capacity for the development's increase in runoff. The basin's control structure will need

modifications to control the 10- and 100-year storm events peak release rates per the City's requirements. BMP's will be required to treat water quality and will be designed per the City's requirements.

**Building Access:**

Access to the Infinity 360 Apartments will be from 37<sup>th</sup> Terrace and Jackson Drive. The 37<sup>th</sup> Terrace entrance will be at the southwest corner of the property while the proposed entrance off-of Jackson Drive will be further north than the existing road cut that's nearer the intersection. The north drive will access the small visitor/office parking lot, the tuck-under garages, and the upper floor of the parking garage. The east drive will access the south side of the lower level of the garage.

**Parking:**

The UDO requires 661 parking spaces (517-based on the differing unit parking counts [1 space per studio unit and 1.5 spaces per one and two-bedroom units] and 144 additional visitor spaces). Included are 13 ADA spaces and 12 tuck-under garage stalls. The 360-unit apartment complex would have 673 parking spaces (12 more than required). This results in 1.87 parking spaces per unit.

**Sidewalk:**

A completed sidewalk is required along E. 37<sup>th</sup> Terrace S.

**Traffic Study:**

This traffic study summarizes the anticipated traffic impacts of the proposed Infinity 360 Apartments development with the following:

In general, acceptable traffic operations can be expected in and around the proposed development with the addition of the Infinity development. The new development's traffic will have a minimal impact on the traffic operations in the study area. No improvements would be required.

Left-turn and right-turn lane warrants at the driveway intersections were analyzed in conjunction with MoDOT's Access Management Guidelines, and no turn lanes would be warranted at either site driveway.

It should be noted that the site plan shows a full-access driveway that would require a median break along Jackson Drive. Although a northbound left-turn lane is not warranted due to traffic volumes at this intersection, a median break without a dedicated turn lane is not recommended as drivers would not be expecting a left-turn driver slowing down to make the turn on a divided roadway without a left-turn lane present. There is an existing bridge just north of the intersection and a significant retaining wall on the east side of Jackson Drive that would make it difficult to construct a northbound left-turn lane. If a dedicated left-turn lane is not feasible, the driveway access should be limited to right-in/right-out access.

**Amenities:**

Provided amenities will include tenant storage, game area, lounge, library, conference room, coworking room, fitness room, theater and media room, clubroom /kitchen/bar and yoga/spin room. Staff recommends an additional outdoor amenity in the form of a walking trail around

the perimeter and the rear of the property.

**CIP Investments:**

The city does not have any capital improvements projects planned near this area.

**Elevations:**

The proposed apartment structure will be set near the middle of the lot in a topographically low spot surrounded by lots of green space. The four-story apartment structure, clad with three colors of horizontal lap siding and one color of vertical board and batten siding, will set atop a two-story parking garage. The garage podium will have a ledgerstone veneer. Projecting from the north end of the building, in the vicinity of the garage's north entrance, will be the office and eight tucked under garages. With 360 units in the building, there will be a mix of 46-studios apartments, 196-one bedroom units and 118-two bedroom units.

**Building Height and Setbacks:**

When viewed from the Jackson Drive right-of-way, the Northeast corner of the building will be as high as 68-feet tall. Whereas the maximum building height for properties in R-30/PUD zoning districts is 35 feet, section 14-300-05 permits additional building height when setbacks are increased. Additionally, the applicant proposes to increase the street trees along Jackson Drive which will provide shade along the sidewalk but also soften the height of this building.

**Landscaping and Buffering:**

The preliminary development plan indicates landscaping that more than meets the requirements of the UDO. However, staff requests additional landscaping (small trees) to soften the base of the building. A buffer is required for the southwest portion of the site adjacent to the Sunterra Springs development. At the final development plan stage, staff will ensure compliance with the landscape provision of the UDO.

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

**1. The consistency with the Comprehensive Plan.**

*The Comprehensive Plan envisions Residential Neighborhoods, and the proposed rezoning aligns with this.*

**2. The consistency with the PUD standards of Section 14-902, including the statement of purpose.**

*The preliminary development plan is consistent with the PUD standards of Section 14-902.*

**3. The nature and extent of Common Open Space in the PUD.**

*Except for the detention basin, most of the Common Open Space is usable. There are stands of trees in the northern part of the tract.*

- 4. The reliability of the proposals for maintenance and conservation of Common Open Space.**

*The complex will be on one lot under unified ownership with the owner maintaining the site.*

- 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.**

*The design is such that much of the Common Open Space is spaced around the apartment building.*

- 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.**

*A traffic study was conducted on this property's impact on neighboring streets. In general, acceptable traffic operations can be expected in and around the proposed development with the addition of the Infinity 360 Apartments. The new development will have a minimal impact on the traffic operations in the study area. No improvements would be required.*

- 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.**

*As mentioned above, this parcel is the last developable parcel at Jackson and 37<sup>th</sup> Terrace. As part of this development, studies were required for storm water, sanitary sewer and traffic. All studies were reviewed, and any issues were or will be mitigated.*

- 8. Whether potential adverse impacts have been mitigated to the maximum practical extent.**

*Storm water, sanitary sewer and traffic issues have been reviewed and are or will be mitigated.*

- 9. Whether the Preliminary Development Plan represents such a unique development proposal that it could not have accomplished through use of (non-PUD) conventional zoning regulations.**

*The proposed development exceeds the maximum density permitted for R-30/PUD zoning districts. Section 14-902-04 permits additional density where the increase is warranted to support public benefit. The PUD also helps to ensure adequate amenities and needed studies (i.e. traffic and storm water) were provided.*

- 10. The sufficiency of the terms and conditions proposed to protect the interest of the public and the residents of the PUD in the case of a plan that proposes development over a period of years.**

*This project will not be phased.*

Draft Planning Commission minutes are attached to this Council agenda item.

**Emergency Justification:**

**Fiscal Impact:**

**Council Action:**

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

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**REVIEWERS**

Tom Scannell  
Jeremy Cover  
Zachary Walker  
Susanne Holland

**ATTACHMENTS:**

1. Draft Ordinance 25-125-01 - PDF
2. Draft Ordinance 25-125-01 - Word
3. Rezoning & PUD Staff Report 25-125-02
4. Cover Letter
5. Application Redacted
6. Notification Letter
7. Notification Area Map
8. Notification Addresses
9. Affidavit
10. Preliminary Development Plan
11. Sewer Capacity Study
12. Preliminary Storm Study
13. Traffic Impact Study
14. Zoning Map
15. Comprehensive Plan Map
16. Planning Commission Meeting Minutes 06-24-25

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

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

AN ORDINANCE APPROVING A REZONING FROM DISTRICT C-2 (GENERAL COMMERCIAL) TO DISTRICT R-30/PUD (HIGH DENSITY RESIDENTIAL/PLANNED UNIT DEVELOPMENT) AND APPROVING A PRELIMINARY DEVELOPMENT PLAN FOR THE PROPERTY LOCATED AT 19300 EAST 37<sup>TH</sup> TERRACE SOUTH.

WHEREAS, the application submitted by JC Weston Construction, requesting approval of a rezoning from District C-2 (General Commercial) to District R-30/PUD (High Density Residential/Planned Unit Development) and a preliminary development plan for property located at 19300 E 37<sup>th</sup> Terr S was referred to the Planning Commission as required by the Unified Development Ordinance; and,

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

WHEREAS, after due public notice in the manner prescribed by law, the Planning Commission held public hearings for the consideration of the request on June 24, 2025, and rendered a report to the City Council with its vote to recommend approval of this application passed by a vote of 7-0; and,

WHEREAS, in accordance with the Unified Development Ordinance, it was determined that the rezoning and preliminary development plan was consistent with the review criteria in Sections 14-701-02 and 14-703-05 respectively; 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 rezoning PUD and 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 the following legally described tracts of real estate are hereby rezoned from District C-2 (General Commercial) to District R-30/PUD (High Density Residential/Planned Unit Development) and shall be subject to the regulations of said district:

JACKSON BUSINESS PARK---LOT 2

SECTION 2. That the Preliminary Development Plan is attached hereto and is incorporated by reference as if fully set out herein, is hereby approved with the following conditions:

1. Final development plan must be submitted in accordance with Section 14-703-06.
2. Any alteration of the floorplan footprints will be need to be finalized on the Final Development Plan.
3. Applicant will need to comply with all requirements prescribed by the Municipal Services Department related to their preliminary sanitary sewer capacity study, showing future development



areas and providing calculations for projected sanitary loading of the proposed development for comparison to the sewer capacity flow factor.

4. Development agreement with the City is expected to be necessary for improvements to the sanitary sewer main, increasing capacity for this proposed development.

5. The proposed watermain extension will need to be located outside the 3:1 slope and will need approval by the Municipal Services Department.

6. The applicant will ensure the Independence Fire Department has adequate access around the building before submitting the Final Development Plan.

7. The density of residential units will be 30.84-units per acre, rather than the maximum allowance of 30-units per acre.

8. Provide a Minor Subdivision for the property prior to issuing any building permits, in accordance with Section 14-702-03.

9. 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 specification prior to approval of the final development plan.

SECTION 3. 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 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 the 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

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

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

AN ORDINANCE APPROVING A REZONING FROM DISTRICT C-2 (GENERAL COMMERCIAL) TO DISTRICT R-30/PUD (HIGH DENSITY RESIDENTIAL/PLANNED UNIT DEVELOPMENT) AND APPROVING A PRELIMINARY DEVELOPMENT PLAN FOR THE PROPERTY LOCATED AT 19300 EAST 37<sup>TH</sup> TERRACE SOUTH.

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\_\_\_\_\_  
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:

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City Manager

**MEETING DATE:** June 24, 2025,

**STAFF:** Gabe Glaser, Planner

**PROJECT NAME:** Infinity 360 Apartments

**CASE NUMBER/REQUEST:** **Case 25-125-02 – Rezoning/PUD – 19300 E. 37<sup>th</sup> Terrace** – A request to rezone the property from C-2 (General Commercial) to R-30/PUD (High Density Residential/Planned Unit Development) and approving a preliminary development plan.

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**APPLICANT/OWNER:** Clint Burkdoll

**PROPERTY ADDRESS:** 19300 E. 37<sup>th</sup> Terrace S.

**SURROUNDING ZONING/LAND USE:**

**North:** C-2 (General Commercial)...undeveloped tract

**South:** C-2 (General Commercial)...box stores

**East:** R-18/PUD (Moderate-Density Residential/Planned Unit Development)...apartments

**West:** C-2 (General Commercial) and R-30/PUD (High-Density Residential/Planned Unit Development)...nursing home and apartment complex

**PUBLIC NOTICE:**

- Letters to adjoining property owners – June 6, 2025
- Public Notice published in the Kansas City Star – June 6, 2025
- Signs posted on property – June 6, 2025

**FURTHER ACTION:**

Following action by the Planning Commission, this rezoning request is scheduled for first reading by the City Council on July 21, 2025 and the public hearing/second reading on August 4, 2025.

### RECOMMENDATION

Staff recommends **APPROVAL** of this Rezoning/Preliminary Development Plan request.

1. Final development plan must be submitted in accordance with Section 14-703-06.
  2. Any alteration of the floorplan footprints will be need to be finalized on the Final Development Plan.
  3. Applicant will need to comply with all requirements prescribed by the Municipal Services Department related to their preliminary sanitary sewer capacity study, showing future development areas and providing calculations for projected sanitary loading of the proposed development for comparison to the sewer capacity flow factor.
  4. Development agreement with the City is expected to be necessary for improvements to the sanitary sewer main, increasing capacity for this proposed development.
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- 6. The applicant will ensure the Independence Fire Department has adequate access around the building before submitting the Final Development Plan.
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- 9. 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 specification prior to approval of the final development plan.

**PROJECT DESCRIPTION & BACKGROUND INFORMATION**

**PROJECT DESCRIPTION:** – A request by Clint Burkdoll to construction a 360-unit apartment building at 19300 E. 37 Terrace S.

|                        |                          |                         |                                                              |
|------------------------|--------------------------|-------------------------|--------------------------------------------------------------|
| <b>Current Zoning:</b> | C-2 (General Commercial) | <b>Proposed Zoning:</b> | R-30/PUD (High Density Residential/Planned Unit Development) |
|------------------------|--------------------------|-------------------------|--------------------------------------------------------------|

**Current Use:** Undeveloped tract

**Zoning History**                      1965 – 1974: R-1 (Single-Family Residential)  
                                                 1974 - 2009: C-P-2 (Planned General Commercial)  
                                                 2009 - Present: C-2 (General Commercial)

**Property History:**  
The property has never been platted. In 1974, the property was rezoned from R-1 to C-P-3 (Ordinance No. 3553). Subsequently, an application for a site plan was approved in 1975 (Ordinance No. 3943). This project was never developed, and this undeveloped tract got its current size and configuration with the creation of 37<sup>th</sup> Terrace and Jackson Drive.

**Proposal:**  
Infinity 360 Apartments is a proposed multi-family development consisting of a four-story residential structure atop a two-level parking structure. The building will be clad with a façade of masonry material at the base. Lap siding and board & batten siding will clad residential units above the parking garage base. Parking for dwelling units will be provided within a two-story parking garage located at the base of the proposed building. The proposed development, on 11.67-acres, is located at the northwest corner of Jackson Drive and 37th Terrace. The development will include a mixture of studio and one and two-bedroom apartments. The development will have a density of 30.84-units per acre. There will be 7.30-acres of open space.

**Physical Characteristics of Property:**  
The applicant’s 11.67-acre property at its southern end is more open and level but proceeding to the north it becomes steeper and more wooded as it descends toward the railroad right-of-way. Trees line the two ravines going northeast and northwest. There is a thick stand of trees abutting the apartment complex to the west.

**Characteristics of the Areas:**

The vicinity of the proposed development is predominately retail, institutional and multiple-family residential uses. To the south, across 37<sup>th</sup> Terrace S. is big-box retail. Then, to the southwest across the intersection of 37<sup>th</sup> Terrace and Jackson Drive is Centerpoint Medical Center. East across Jackson Drive is an apartment complex. To the west lies a nursing home and further west another apartment complex. North of the property, down the steep embankment, lies a railroad right-of-way and a heavily wooded area.

**ANALYSIS****Consistency with *Independence for All*, Strategic Plan:**

The project should achieve livability, choice, access, health and safety through a quality-built environment. The project will improve visual appearance, improve public infrastructure and facilities, and stabilize and revitalize a neighborhood.

**Comprehensive Plan Tools and Policies for the Current Designation:**

The relevant Guiding Principle would be that it facilitates the development of a connected, mixed-use neighborhood where appropriate.

**Zoning:**

The applicant proposes R-30/PUD zoning, which allows multiple-family housing, home based daycare, government facilities, churches, schools, utilities, cemeteries, crops and gardening. District C-2 (General Commercial) allows for retail, office, restaurants, banks, business and personal improvement services, hotels, construction services, daycare centers, nursing homes, government facilities, churches, employment agencies, funeral and interment services, schools, colleges and universities, veterinary and animal boarding services, sports and entertainment facilities, medical services, repair services and crop agriculture.

**Historic and Archeological Sites:**

There are no apparent historic or archeological issues with this property.

**Public Utilities:**

Water, sewer and electrical services are available to the property. Proposed easements will be provided for public utilities at the time of final platting.

The Water Department states that the proposed COI water main extension running north-south along the east side of the building, and east west along the south side of the building, will not be allowed to be located within the 3:1 side slope.

The sewer line serving the Pepperwood Apartments (East of the site) runs along the proposed Infinity 360 Apartment's North side. It begins as an 8" VCP pipe, transitions to a 12" PVC pipe, and then combines with the existing sewer on the west side before running north under the railroad tracks. An 8" PVC sewer line runs north along the west property boundary, serving only the Sunterra Springs facility. The sewer line for the Independence Ridge Apartments (west of the site) runs northwest, crosses the railroad tracks, then turns back east to combine with the existing and proposed sewer lines from the subject property. This combined line flows north into an inverted siphon with 6" and 12" components. The city is currently reviewing options for improving this and the interceptor immediately downstream.



**Floodplain/Stream Buffer:**

The property is neither in a floodplain nor near a stream requiring accompanying stream buffer zones.

**Stormwater Drainage:**

BMPs are required per city design criteria and will be implemented on this development. Design will abide by the MARC/APWA Manual of Best Management Practices. Erosion control is needed for any area greater than 1,000 square feet

The 11.67-acre site drains north, mostly into an existing detention basin, and eventually into Crackerneck Creek and the Little Blue River.

Stormwater runoff from the proposed development will be controlled utilizing the existing on-site detention basin. The basin has been determined in preliminary analysis to have storage capacity for the development's increase in runoff. The basin's control structure will need modifications to control the 10- and 100-year storm events peak release rates per the City's requirements. BMP's will be required to treat water quality and will be designed per the City's requirements.

**Building Access:**

Access to the Infinity 360 Apartments will be from 37<sup>th</sup> Terrace and Jackson Drive. The 37<sup>th</sup> Terrace entrance will be at the southwest corner of the property while the proposed entrance off-of Jackson Drive will be further north than the existing road cut that's nearer the intersection. The north drive will access the small visitor/office parking lot, the tuck-under garages, and the upper floor of the parking garage. The east drive will access the south side of the lower level of the garage.

**Parking:**

The UDO requires 661 parking spaces (517-based on the differing unit parking counts [1 space per studio unit and 1.5 spaces per one and two-bedroom units] and 144 additional visitor spaces). Included are 13 ADA spaces and 12 tuck-under garage stalls. The 360-unit apartment complex would have 673 parking spaces (12 more than required). This results in 1.87 parking spaces per unit.

**Sidewalk:**

A completed sidewalk is required along E. 37<sup>th</sup> Terrace S.

**Traffic Study:**

This traffic study summarizes the anticipated traffic impacts of the proposed Infinity 360 Apartments development with the following:

In general, acceptable traffic operations can be expected in and around the proposed development with the addition of the Infinity development. The new development's traffic will have a minimal impact on the traffic operations in the study area. No improvements would be required.

Left-turn and right-turn lane warrants at the driveway intersections were analyzed in conjunction with MoDOT's Access Management Guidelines, and no turn lanes would be warranted at either site driveway.

It should be noted that the site plan shows a full-access driveway that would require a median break along Jackson Drive. Although a northbound left-turn lane is not warranted due to traffic volumes at this intersection, a median break without a dedicated turn lane is not recommended as drivers would not be expecting a left-turn driver slowing down to make the turn on a divided roadway without a

left-turn lane present. There is an existing bridge just north of the intersection and a significant retaining wall on the east side of Jackson Drive that would make it difficult to construct a northbound left-turn lane. If a dedicated left-turn lane is not feasible, the driveway access should be limited to right-in/right-out access.

**Amenities:**

Provided amenities will include tenant storage, game area, lounge, library, conference room, coworking room, fitness room, theater and media room, clubroom /kitchen/bar and yoga/spin room. Staff recommends an additional outdoor amenity in the form of a walking trail around the perimeter and the rear of the property.

**CIP Investments:**

The city does not have any capital improvements projects planned near this area.

**Elevations:**

The proposed apartment structure will be set near the middle of the lot in a topographically low spot surrounded by lots of green space. The four-story apartment structure, clad with three colors of horizontal lap siding and one color of vertical board and batten siding, will set atop a two-story parking garage. The garage podium will have a ledgerstone veneer. Projecting from the north end of the building, in the vicinity of the garage's north entrance, will be the office and the eight tucked under garages. With 360 units in the building, there will be a mix of 46-studios apartments, 196-one bedroom units and 118-two bedroom units.

**Building Height and Setbacks:**

When viewed from the Jackson Drive right-of-way, the Northeast corner of the building will be as high as 68-feet tall. Whereas the maximum building height for properties in R-30/PUD zoning districts is 35 feet, section 14-300-05 permits additional building height when setbacks are increased. Additionally, the applicant proposes to increase the street trees along Jackson Drive which will provide shade along the sidewalk but also softens the height of this building.

**Landscaping and Buffering:**

The preliminary development plan indicates landscaping that more than meets the requirements of the UDO. However, staff requests additional landscaping (small trees) to soften the base of the building. A buffer is required for the southwest portion of the site adjacent to the Sunterra Springs development. A final development plan stage, staff will ensure compliance with the landscape provision of the UDO.

**REVIEW CRITERIA**

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

1. **The consistency with the Comprehensive Plan.**

*The Comprehensive Plan envisions Residential Neighborhoods, and the proposed rezoning aligns with this.*

2. **The consistency with the PUD standards of Section 14-902, including the statement of purpose.**  
*The preliminary development plan is consistent with the PUD standards of Section 14-902.*
3. **The nature and extent of Common Open Space in the PUD.**  
*Except for the detention basin, most of the Common Open Space is useable. There are stands of trees in the northern part of the tract.*
4. **The reliability of the proposals for maintenance and conservation of Common Open Space.**  
*The complex will be on one lot under unified ownership with the owner maintaining the site.*
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.**  
*The design is such the much of the Common Open Space is spaced around the apartment building.*
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.**  
*A traffic study was conducted on this property's impact on neighboring streets. In general, acceptable traffic operations can be expected in and around the proposed development with the addition of the Infinity 360 Apartments. The new development will have a minimal impact on the traffic operations in the study area. No improvements would be required.*
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.**  
*As mentioned above, this parcel is the last developable parcel at Jackson and 37<sup>th</sup> Terrace. As part of this development, studies were required for storm water, sanitary sewer and traffic. All studies were reviewed, and any issues were or will be mitigated.*
8. **Whether potential adverse impacts have been mitigated to the maximum practical extent.**  
*Storm water, sanitary sewer and traffic issues have been reviewed and are or will be mitigated.*
9. **Whether the Preliminary Development Plan represents such a unique development proposal that it could not have accomplished through use of (non-PUD) conventional zoning regulations.**  
*The proposed development exceeds the maximum density permitted for R-30/PUD zoning districts. Section 14-902-04 permits additional density where the increase is warranted to support public benefit. The PUD also helps to ensure adequate amenities and needed studies (i.e. traffic and storm water) were provided.*
10. **The sufficiency of the terms and conditions proposed to protect the interest of the public and the residents of the PUD in the case of a plan that proposes development over a period of years.**  
*This project will not be phased.*

## **EXHIBITS**

1. Narrative
2. Application
3. Notification letter
4. Notification area map
5. Notification addresses
6. Mailing affidavit
7. PUD Site Plan
8. Sewer Capacity Study
9. Preliminary Storm Study
10. Traffic Impact Study
11. Zoning map
12. Comprehensive Plan map

# INFINITY 360 APARTMENTS COVER LETTER

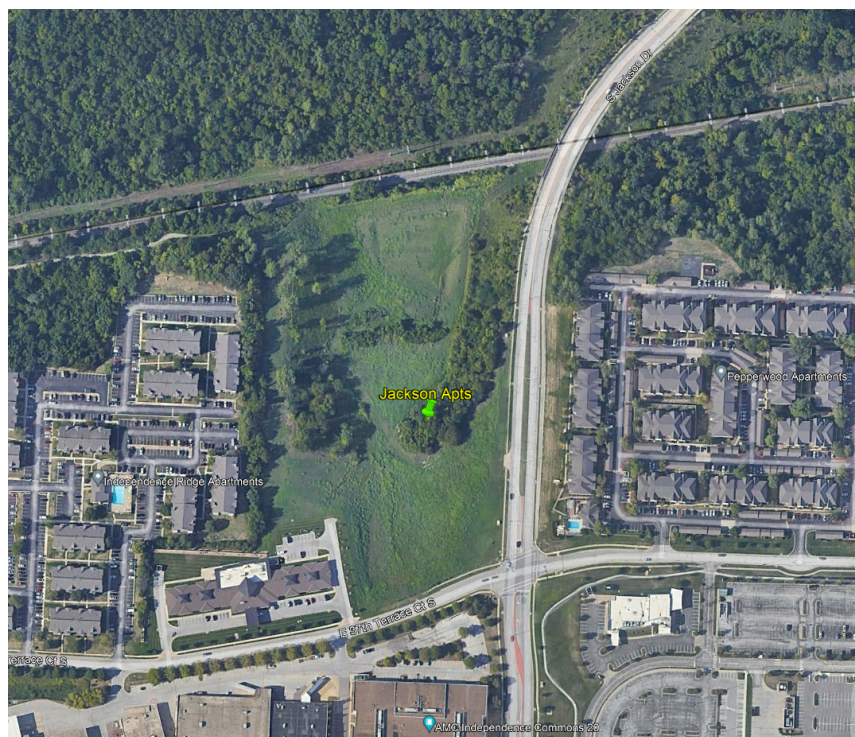


**April 18, 2025**

City of Independence, MO  
111 E Maple Ave.  
Independence, MO 64050

To whom it may concern:

Mr. Clint Burkdoll is proposing a new residential development of one, 4-story (plus two garage levels) apartment building at the NW corner of E 37<sup>th</sup> Terrace and S Jackson Drive. The 360-unit development would also include a central amenity space within the podium-style building, and some external parking. This submittal is for a PUD Rezoning and PDP plan. The proposed rezoning is for R-30.



Landscaping will follow City of Independence guidelines including screening of the adjacent commercial site and utilize native plantings where feasible. Regional detention exists in a tract on the north end of the proposed development. A preliminary stormwater study has been conducted to determine requirements for allowing runoff from the proposed site into the basin. A proposed full access drive entrance is located on E 37<sup>th</sup> Terr and a right-in, right-out only entrance is proposed for Jackson Drive. A preliminary traffic impact study has been included with the submittal as well.

While there are no known wetlands or floodplain on site, the topography is quite challenging. The east and west sides of the property slope down toward the center, creating a small valley. A railroad borders the site to the north. The apartment building will occupy the middle portion of the site. Parking will be largely interior to the building with two levels. A south drive entrance will provide access to the upper parking deck and a north drive entrance will provide access to the lower deck. The natural drainage patterns will allow for easy access to the existing basin with a public storm sewer also being routed through the site.

### *Site Summary*

Units: 360

Total acreage: 508,393 Sq.Ft. (11.67 ac. (including existing 1.67 ac. detention basin tract))

Open Space Area: 317,988 Sq.Ft. (7.30 ac.)

Density: 30.8 units/ac.

Parking:

Level 1 Garage Spaces = 325

Level 2 Garage Spaces = 328

Private Garage Spaces = 12

Surface Parking Spaces = 8

Total Parking Provided = 673

### *Utilities*

Utilities to service the development will be installed along the private drive aisles to serve each proposed building as shown on the preliminary site development plan. Water and sewer lines will be provided with one tap per building for each utility. Proposed easements will be provided for public utilities at the time of final platting.

### *Restrictions*

Existing easements will remain in place, and are shown on the preliminary plat and preliminary site plan. Proposed easements will be provided for public utilities at the time of final platting.

### *Variance*

No requested variances at this time.

Sincerely,



Adam DeGonia, PE  
Project Engineer



### Application Type (check all that apply)

| Land Use                                                                              | Land Subdivision                                                                                                                          | Site Development                                                                                                                                      | Use Permit                                                                          | Other                                                                                                                                                                          |
|---------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Rezoning<br><input checked="" type="checkbox"/> PUD Rezoning | <input checked="" type="checkbox"/> Preliminary Plat<br><input type="checkbox"/> Final Plat<br><input type="checkbox"/> Minor Subdivision | <input type="checkbox"/> Final Site Plan<br><input checked="" type="checkbox"/> Preliminary Dev Plan<br><input type="checkbox"/> Final Dev Plan (PUD) | <input type="checkbox"/> Special Use<br><input type="checkbox"/> Homebased Business | <input type="checkbox"/> Admin. Adjustment<br><input type="checkbox"/> Variance<br><input type="checkbox"/> Street Name Change<br><input type="checkbox"/> Special Sign Permit |

### Project Information and Location

Infinity 360 Apartments

Project Name

19300 E 37th Terrace, Independence, MO 64057

Project Address/Location

|                     |                 |                       |                           |
|---------------------|-----------------|-----------------------|---------------------------|
| Sq. Ft. of Building | Acreage         | Number of Lots/Tracts | Stream Buffer (Yes or No) |
| C-2                 | PUD R-30        | Vacant                | Residential - Apartment   |
| Existing Zoning     | Proposed Zoning | Existing Land Use     | Proposed Land Use         |

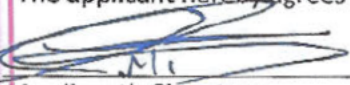
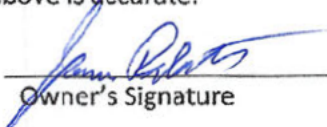
### Basic Application Requirements (See the Planning & Zoning Application Guide for additional requirements)

|                                                                                                                                                                                                       |                                                                                                                                                                                                                                                              |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Completed & Signed Application Form<br><input type="checkbox"/> Application Fee<br><input checked="" type="checkbox"/> Cover Letter Describing Details of Project | <input checked="" type="checkbox"/> One 24" x 36" set of plans for Land Sub. & Site Dev.<br><input checked="" type="checkbox"/> One PDF copy of a plat map or site plan<br><input checked="" type="checkbox"/> Legal Description of the property in question |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

### Contact Information

| Applicant                                                                          |                        | Owner                                                                                |                          |
|------------------------------------------------------------------------------------|------------------------|--------------------------------------------------------------------------------------|--------------------------|
| Clint Burkdoll                                                                     | JC Weston Construction |                                                                                      | Center Place Development |
| Name                                                                               | Company                | Name                                                                                 | Company                  |
|  |                        |  |                          |
| Phone                                                                              | Email                  |                                                                                      |                          |
| Architect/Engineer/Surveyor/Other: Engineer                                        |                        | Architect/Engineer/Surveyor/Other: Architect                                         |                          |
| Adam DeGonia                                                                       | McClure                | Michael Gaillard                                                                     | Rosemann & Associates    |
| Name                                                                               | Company                | Name                                                                                 | Company                  |
|  |                        |  |                          |
| Phone                                                                              | Email                  | Phone                                                                                | Email                    |

The applicant hereby agrees that the information provided above is accurate.

|                                                                                    |            |                                                                                      |           |
|------------------------------------------------------------------------------------|------------|--------------------------------------------------------------------------------------|-----------|
|  | 05/09/2024 |  | 4-21-2025 |
| Applicant's Signature                                                              | Date       | Owner's Signature                                                                    | Date      |

# Property Owner Notification Letter

Date: June 6, 2025

Case No. 25-125-02

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 only 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:**

Infinity Apartments

**Applicant:**

JC Weston Construction

**Location of Property:**

19300 E. 37<sup>th</sup> Terrace South

**Planning Commission Meeting Date:**

June 24, 2025 at 6:00 p.m.

**City Council Meeting Date:**

August 4, 2025 at 6:00 p.m.

**Location of Public Hearing:**

City Council Chambers City Hall,  
111 E. Maple Avenue, Independence, Missouri

All interested persons are invited to attend and will have an opportunity to be heard at the full public hearing (Planning Commission). 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.



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William B. Moore

Applicant /Agent / Attorney

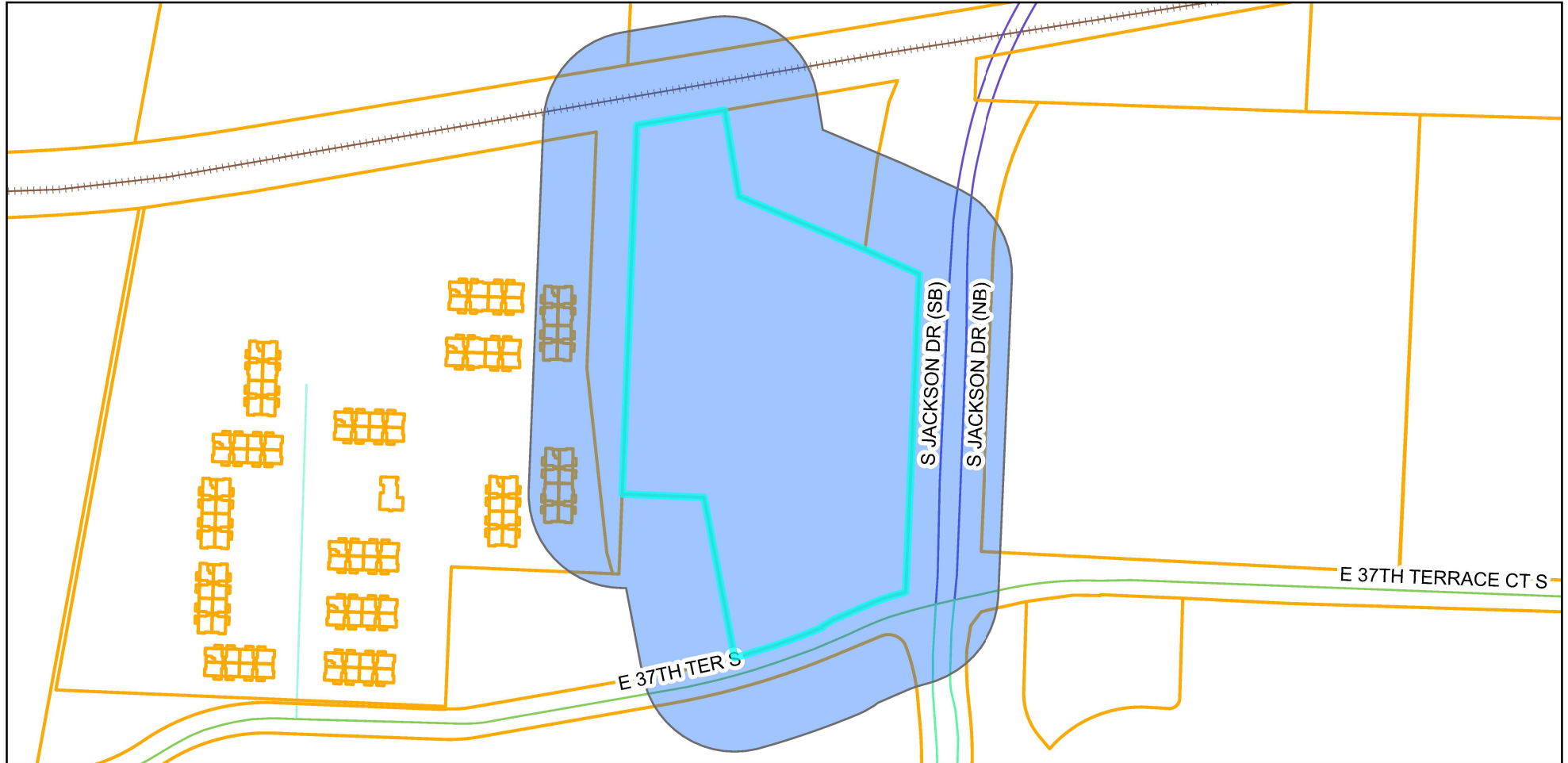
For more information, contact the Community Development Department at 816-325.7421.



# Notification Area

19300 E 37th Ter S

Case #25-125-02



## Legend

-  Notification Area
-  Parcels



0 125 250 500 US Feet

Prepared For: Planning Commission  
Meeting Date: June 24, 2025

| Property Address            | Property Owner                          | Owner Address         | City            | State | ZIP Code |
|-----------------------------|-----------------------------------------|-----------------------|-----------------|-------|----------|
| 18800 E 39TH ST S           | DT INDEPENDENCE COMMONS LLC             | 3300 ENTERPRISE PKWY  | BEACHWOOD       | OH    | 44122    |
| 18910 E 37TH TER S APT 1    | INDEPENDENCE RIDGE APTS LLC             | 4706 18TH AVENUE      | BROOKLYN        | NY    | 11204    |
| 19200 E 37TH TER S          | SUNTERRA INDEPENDENCE RE LLC            | PO BOX 51298          | IDAHO FALLS     | ID    | 83405    |
| 19300 E 37TH TER S          | CENTER PLACE DEVELOPMENT CO             | 7584 SE STATE ROUTE P | ROCKVILLE       | MO    | 64780    |
| 19400 E 37TH TERRACE CT S   | PEPPERWOOD APARTMENTS LLC               | 3330 DUNDEE RD STE S1 | NORTHBROOK      | IL    | 60062    |
| 19600 E 39TH ST S           | CENTERPOINT MEDICAL CENTER OF INDEP LLC | PO BOX 80610          | INDIANAPOLIS    | IN    | 46280    |
| NO ADDRESS ASSIGNED BY CITY | ROCKVILLE LLC                           | 7584 SE STATE ROUTE P | ROCKVILLE       | MO    | 64780    |
| NO ADDRESS ASSIGNED BY CITY | TANUR BRYANTS FOLLY LLC                 | 1710 N 90TH ST        | KANSAS CITY     | KS    | 66112    |
| NO ADDRESS ASSIGNED BY CITY | CITY OF INDEPENDENCE                    | 111 E MAPLE           | AVEINDEPENDENCE | MO    | 64050    |

PROPERTY OWNER NOTIFICATION AFFIDAVIT

STATE OF MISSOURI

COUNTY OF JACKSON

Case No. 25-125-02

I, William B. Moore, of lawful age being first duly sworn upon oath, state:

That I am the 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 Plan 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 6<sup>th</sup> day of June, 2025.

*William B. Moore*

William B. Moore, Agent

Subscribed and sworn to before me this 6<sup>th</sup> day of June, 2025.

*[Signature]*  
Notary Public

7/31/28  
Commission Expiration Date

RACHELLE M. BIONDO  
NOTARY PUBLIC - NOTARY SEAL  
STATE OF MISSOURI  
MY COMMISSION EXPIRES JULY 31, 2028  
JACKSON COUNTY  
COMMISSION #12499262

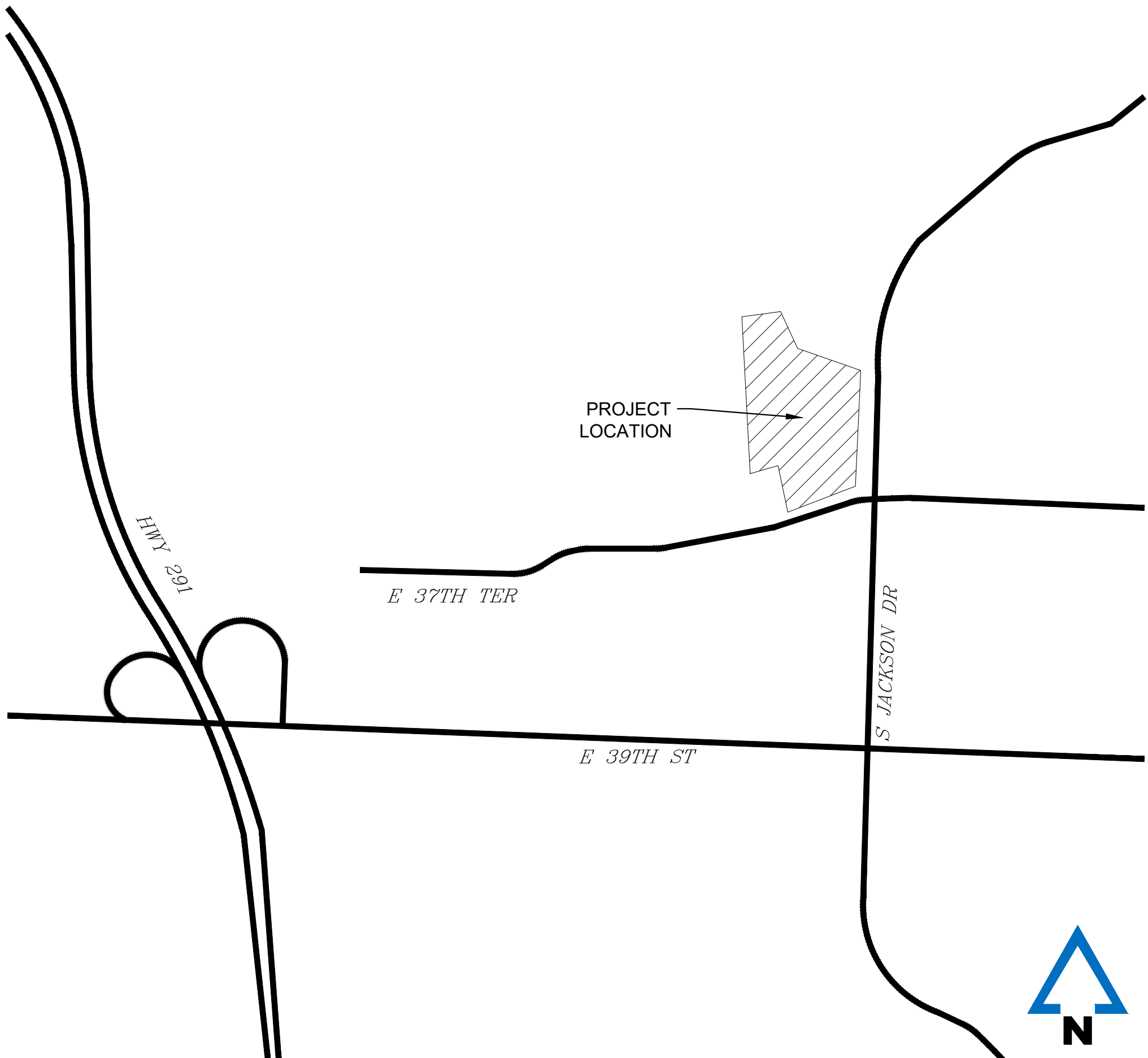
| Property Owner                          | Owner Address         | City         | State | ZIP Code |
|-----------------------------------------|-----------------------|--------------|-------|----------|
| DT INDEPENDENCE COMMONS LLC             | 3300 ENTERPRISE PKWY  | BEACHWOOD    | OH    | 44122    |
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| SUNTERRA INDEPENDENCE RE LLC            | PO BOX 51298          | IDAHO FALLS  | ID    | 83405    |
| CENTER PLACE DEVELOPMENT CO             | 7584 SE STATE ROUTE P | ROCKVILLE    | MO    | 64780    |
| PEPPERWOOD APARTMENTS LLC               | 3330 DUNDEE RD STE S1 | NORTHBROOK   | IL    | 60062    |
| CENTERPOINT MEDICAL CENTER OF INDEP LLC | PO BOX 80610          | INDIANAPOLIS | IN    | 46280    |
| ROCKVILLE LLC                           | 7584 SE STATE ROUTE P | ROCKVILLE    | MO    | 64780    |
| TANUR BRYANTS FOLLY LLC                 | 1710 N 90TH ST        | KANSAS CITY  | KS    | 66112    |
| CITY OF INDEPENDENCE                    | 111 E MAPLE AVE       | INDEPENDENCE | MO    | 64050    |



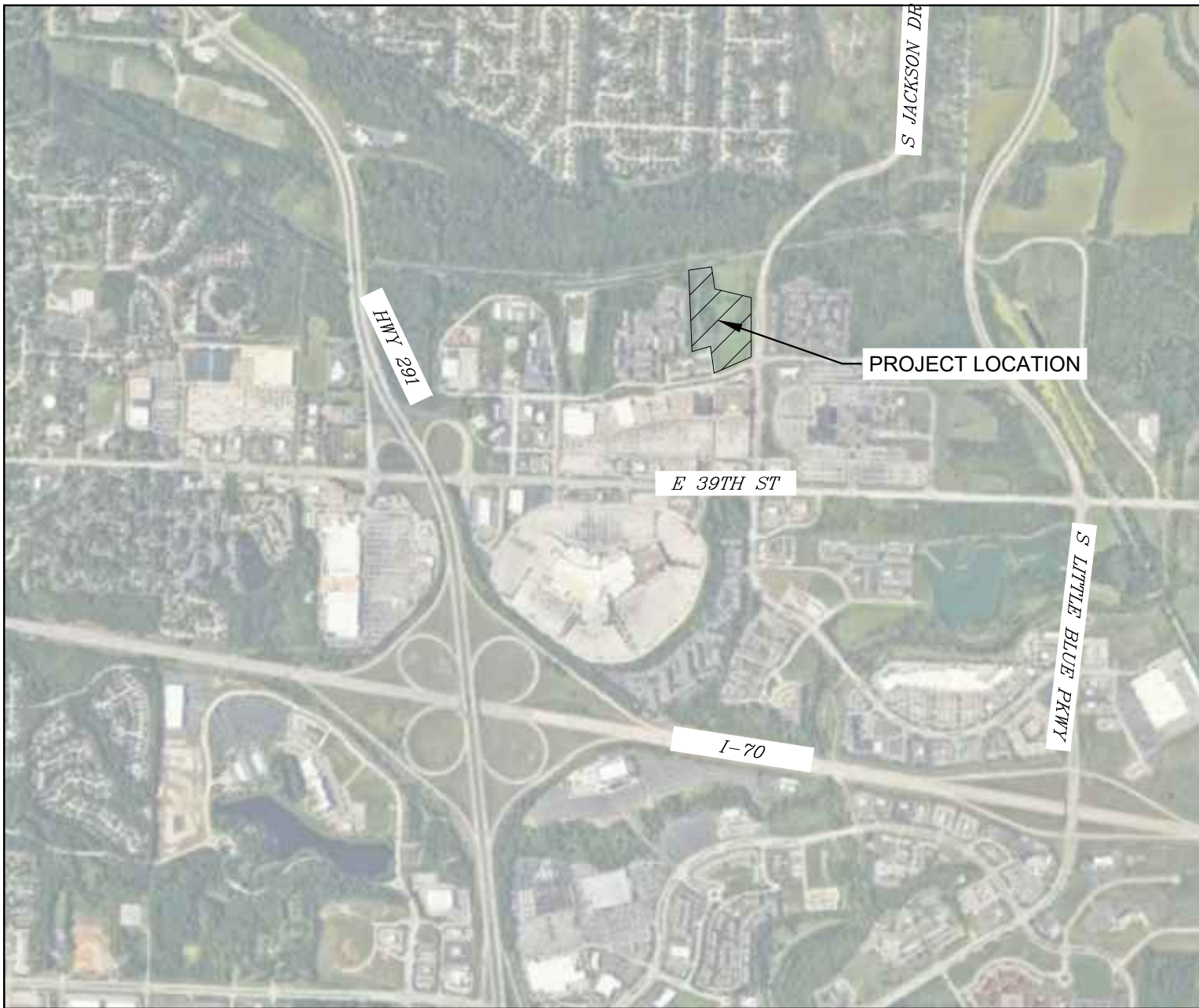
INFINITY 360 APARTMENTS  
PRELIMINARY DEVELOPMENT PLANS

LOCATED IN  
SECTION 20, TOWNSHIP 49N, RANGE 31W  
INDEPENDENCE, JACKSON COUNTY, MISSOURI

| Development Summary Table |                                                               |               |                |                |        |
|---------------------------|---------------------------------------------------------------|---------------|----------------|----------------|--------|
| a                         | Zoning                                                        |               |                |                |        |
|                           | Existing                                                      | C-2           |                |                |        |
|                           | Proposed                                                      | R-30 PUD      |                |                |        |
| b                         | Total Land Area                                               |               |                |                |        |
|                           | Existing                                                      | 11.67 Acres   |                |                |        |
| c                         | Right-of-Way                                                  |               |                |                |        |
|                           | Existing                                                      | 0.00 Acres    |                |                |        |
|                           | Proposed                                                      | 0.00 Acres    |                |                |        |
| d                         | Net Land Area                                                 |               |                |                |        |
|                           | Existing                                                      | 11.67 Acres   |                |                |        |
|                           | Proposed                                                      | 11.67 Acres   |                |                |        |
| e                         | Proposed Uses                                                 |               |                |                |        |
|                           | Infinity 360 Apartments                                       | Apartments    |                |                |        |
| f                         | Structure Height & Number of Floors                           |               |                |                |        |
|                           | Number of floors                                              | 4 stories     | Apartments     |                |        |
|                           | Height Above Grade                                            | 12 feet       |                |                |        |
|                           | Number of floors                                              | 2 stories     | Parking Garage |                |        |
|                           | Height Above Grade                                            | 15 feet       |                |                |        |
| g                         | Gross Floor Area & Number of Units                            |               |                |                |        |
|                           | Building Footprint                                            | 147,926       | SF             | Apartments     |        |
|                           | Gross Area Per Building                                       | 147,926       | SF             |                |        |
|                           | Units per Building                                            | 360           | EA             |                |        |
|                           | Number of Buildings                                           | 1             | EA             |                |        |
|                           | Total Gross Area                                              | 147,926       | SF             |                |        |
|                           | Total Number of Units                                         | 360           | Units          |                |        |
|                           | Project Total                                                 | 147,926       | SF             |                |        |
|                           | Project Total                                                 | 360           | Units          |                |        |
| i                         | Density                                                       |               |                |                |        |
|                           | Net Density (Units/Proposed Net Land Area)                    | 30.8          | Units per Acre | E 37th Terrace |        |
|                           | Floor Area Ratio (Gross Building Area/Proposed Net Land Area) | 12675.7       | SF per Acre    | E 37th Terrace |        |
| j                         | Vehicle Parking                                               |               |                |                |        |
|                           | Ratio Required                                                | See Ordinance |                |                |        |
|                           | Stalls Required                                               | 661           | Lot/Phase 1    |                |        |
|                           | Off-Street Parking                                            | 8             |                |                |        |
|                           | Tuck Under Parking                                            | 12            |                |                |        |
|                           | Driveway Parking                                              | 12            |                |                |        |
|                           | Garage Parking                                                | 653           |                |                |        |
|                           | Stalls Provided                                               | 685           |                |                |        |
|                           | Total Required                                                | 661           |                |                | Stalls |
|                           | Total Provided                                                | 685           |                |                | Stalls |



VICINITY MAP  
NOT TO SCALE



LOCATION MAP  
NOT TO SCALE

| Sheet List Table |                              |
|------------------|------------------------------|
| Sheet Number     | Sheet Title                  |
| C001             | COVER SHEET                  |
| C002             | EXISTING CONDITIONS          |
| C101             | SITE PLAN                    |
| C102             | SITE PLAN WITH VEHICLE PATHS |
| C201             | SITE PLAN WITH GRADING       |
| L101             | LANDSCAPE PLAN               |
| L102             | LANDSCAPE PLAN ENLARGEMENTS  |
| L103             | LANDSCAPE DETAILS            |
| A1               | FIRST FLOOR PLAN             |
| A2               | SECOND FLOOR PLAN            |
| A3               | THIRD FLOOR PLAN             |
| A4               | FOURTH FLOOR PLAN            |
| A5               | FIFTH FLOOR PLAN             |
| A6               | SIXTH FLOOR PLAN             |
| A7               | ELEVATIONS                   |
| A8               | ELEVATIONS                   |
| A9               | ELEVATIONS                   |

**FLOODPLAIN:**  
PER THE "FLOOD INSURANCE RATE MAP", COMMUNITY PANEL NO. 29095C0311G, HAVING AN EFFECTIVE JANUARY 20, 2017 AS PUBLISHED BY FEDERAL EMERGENCY MANAGEMENT AGENCY. OUR REVIEW OF THIS MAP INDICATES THAT THIS PARCEL OF LAND LIES WITHIN ZONE X WHICH IS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN."

**LEGAL DESCRIPTION**  
LOT 2 AND TRACT A, JACKSON BUSINESS PARK, A SUBDIVISION IN INDEPENDENCE, JACKSON COUNTY, MISSOURI.

|                                                                                                                                                                                                                                                   |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>DEVELOPER:</b><br>JC WESTON CONSTRUCTION, LLC<br><b>CONTACT NAME:</b> CLINT BURKDOLL<br><b>ADDRESS:</b> PO BOX 66<br>GARDNER, KS 66030<br><b>PHONE:</b> 913.285.2900<br><b>EMAIL:</b> METROKC1@GMAIL.COM                                       |  |
| <b>ARCHITECT:</b><br>ROSEMANN & ASSOCIATES, P.C.<br><b>CONTACT NAME:</b> MICHAEL GAILLARD<br><b>ADDRESS:</b> 1526 GRAND BOULEVARD<br>KANSAS CITY, MO 64108-1404<br><b>PHONE:</b> 816.472.1448<br><b>EMAIL:</b> MGAILLARD@ROSEMANN.COM             |  |
| <b>PLANNER &amp; CIVIL ENGINEER</b><br>MCCLURE ENGINEERING<br><b>CONTACT NAME:</b> ADAM DEGONIA<br><b>ADDRESS:</b> 1700 SWIFT ST STE 100<br>NORTH KANSAS CITY, MO 64116<br><b>PHONE:</b> 816.502.3915<br><b>EMAIL:</b> ADEGONIA@MCCLUREVISION.COM |  |
| <b>SURVEYOR</b><br>MCCLURE ENGINEERING<br><b>CONTACT NAME:</b> STEVE WHITAKER<br><b>ADDRESS:</b> 1700 SWIFT ST STE 100<br>NORTH KANSAS CITY, MO 64116<br><b>PHONE:</b> 816.756.0444 EXT. 2850<br><b>EMAIL:</b> SWHITAKER@MCCLUREVISION.COM        |  |

INFINITY 360 APARTMENTS  
19300 E 37TH TERRACE  
INDEPENDENCE, MO 64057

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MISSOURI CERTIFICATE OF AUTHORITY NO. E-2006023253  
EXPIRES: DECEMBER 31, 2026

REVISIONS  
2025.06.04 CITY COMMENTS

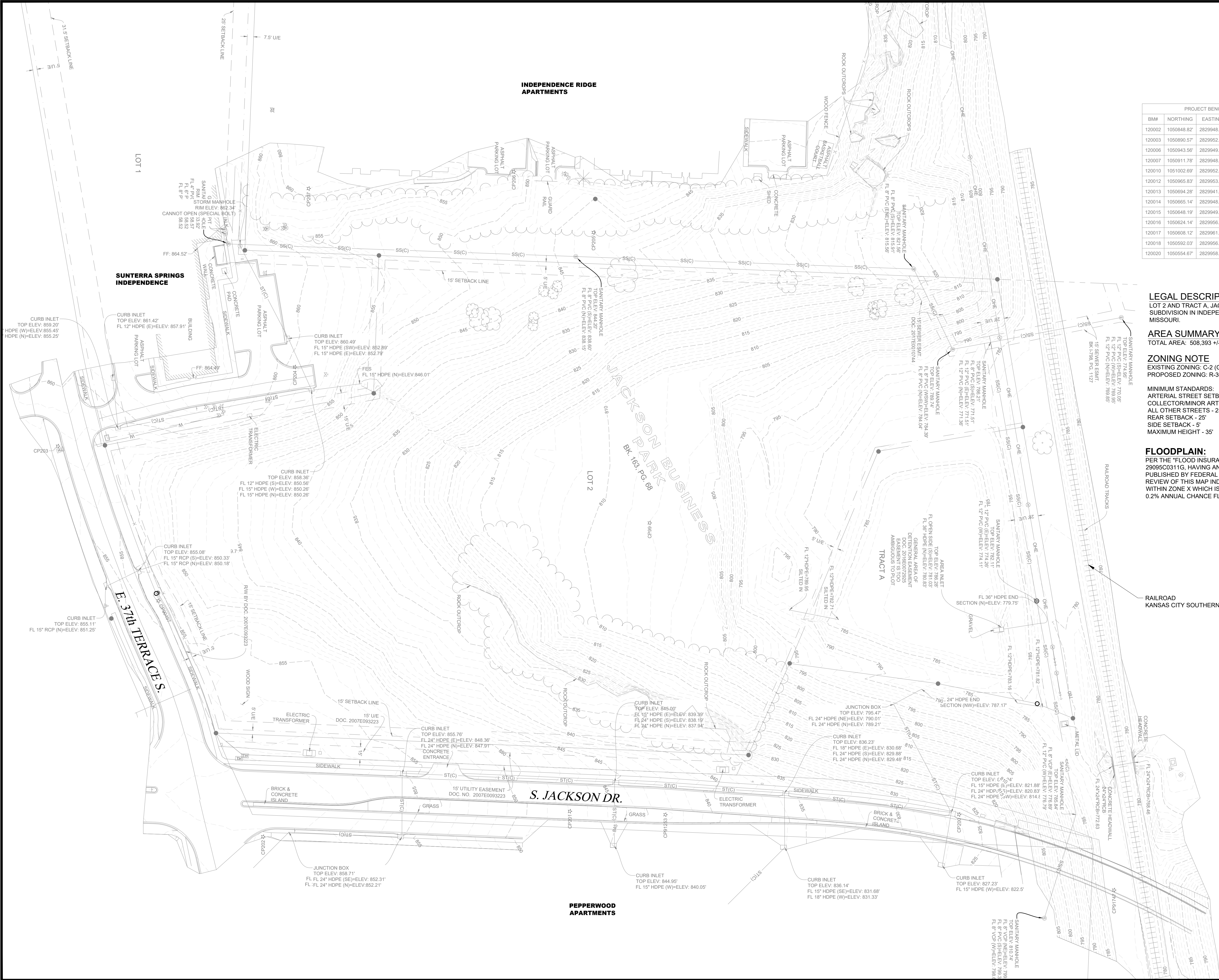
PROJECT INFO  
2023001513-010

ENGINEER  
AVD

DRAWN BY  
SMH

CHECKED BY  
AVD





| PROJECT BENCHMARK TABLE |            |            |         |                 |
|-------------------------|------------|------------|---------|-----------------|
| BM#                     | NORTHING   | EASTING    | ELEV.   | DESCRIPTION     |
| 120002                  | 1050948.82 | 2829948.66 | 850.36' | TBM / MAG SPIKE |
| 120003                  | 1050890.57 | 2829952.62 | 850.63' | TBM / MAG SPIKE |
| 120006                  | 1050943.56 | 2829949.47 | 848.22' | TBM / MAG SPIKE |
| 120007                  | 1050911.78 | 2829948.69 | 850.46' | TBM / MAG SPIKE |
| 120010                  | 1051002.69 | 2829952.83 | 844.88' | TBM / MAG SPIKE |
| 120012                  | 1050965.83 | 2829953.14 | 846.50' | TBM / MAG SPIKE |
| 120013                  | 1050694.28 | 2829941.56 | 857.01' | TBM / MAG SPIKE |
| 120014                  | 1050665.14 | 2829948.83 | 858.27' | TBM / MAG SPIKE |
| 120015                  | 1050648.19 | 2829949.25 | 858.39' | TBM / MAG SPIKE |
| 120016                  | 1050624.14 | 2829956.42 | 857.31' | TBM / MAG SPIKE |
| 120017                  | 1050608.12 | 2829961.10 | 857.40' | TBM / MAG SPIKE |
| 120018                  | 1050592.03 | 2829956.80 | 859.14' | TBM / MAG SPIKE |
| 120020                  | 1050554.67 | 2829958.31 | 860.12' | TBM / MAG SPIKE |

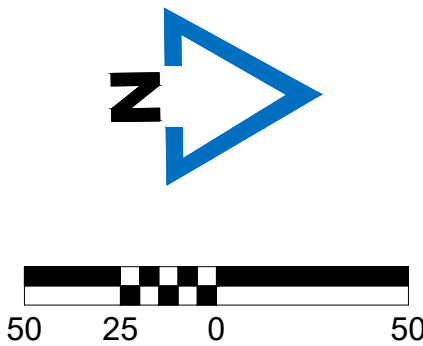
**LEGAL DESCRIPTION**  
LOT 2 AND TRACT A, JACKSON BUSINESS PARK, A  
SUBDIVISION IN INDEPENDENCE, JACKSON COUNTY,  
MISSOURI.

**AREA SUMMARY**  
TOTAL AREA: 508.393 +/- SQ. FT. (11.67 +/- ACRES)

**ZONING NOTE**  
EXISTING ZONING: C-2 (GENERAL COMMERCIAL)  
PROPOSED ZONING: R-30 (PUD)

**MINIMUM STANDARDS:**  
ARTERIAL STREET SETBACK - 50'  
COLLECTOR/MINOR ARTERIAL STREET SETBACK - 35'  
ALL OTHER STREETS - 25'  
REAR SETBACK - 25'  
SIDE SETBACK - 5'  
MAXIMUM HEIGHT - 35'

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PER THE "FLOOD INSURANCE RATE MAP", COMMUNITY PANEL NO.  
28095C031G, HAVING AN EFFECTIVE JANUARY 20, 2017 AS  
PUBLISHED BY FEDERAL EMERGENCY MANAGEMENT AGENCY. OUR  
REVIEW OF THIS MAP INDICATES THAT THIS PARCEL OF LAND LIES  
WITHIN ZONE X WHICH IS "AREAS DETERMINED TO BE OUTSIDE THE  
0.2% ANNUAL CHANCE FLOODPLAIN."





**McCLURE**<sup>TM</sup>

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MISSOURI CERTIFICATE OF  
AUTHORITY NO. E-2006023253  
EXPIRES: DECEMBER 31, 2026

| REVISIONS                |
|--------------------------|
| 2025.06.04 CITY COMMENTS |

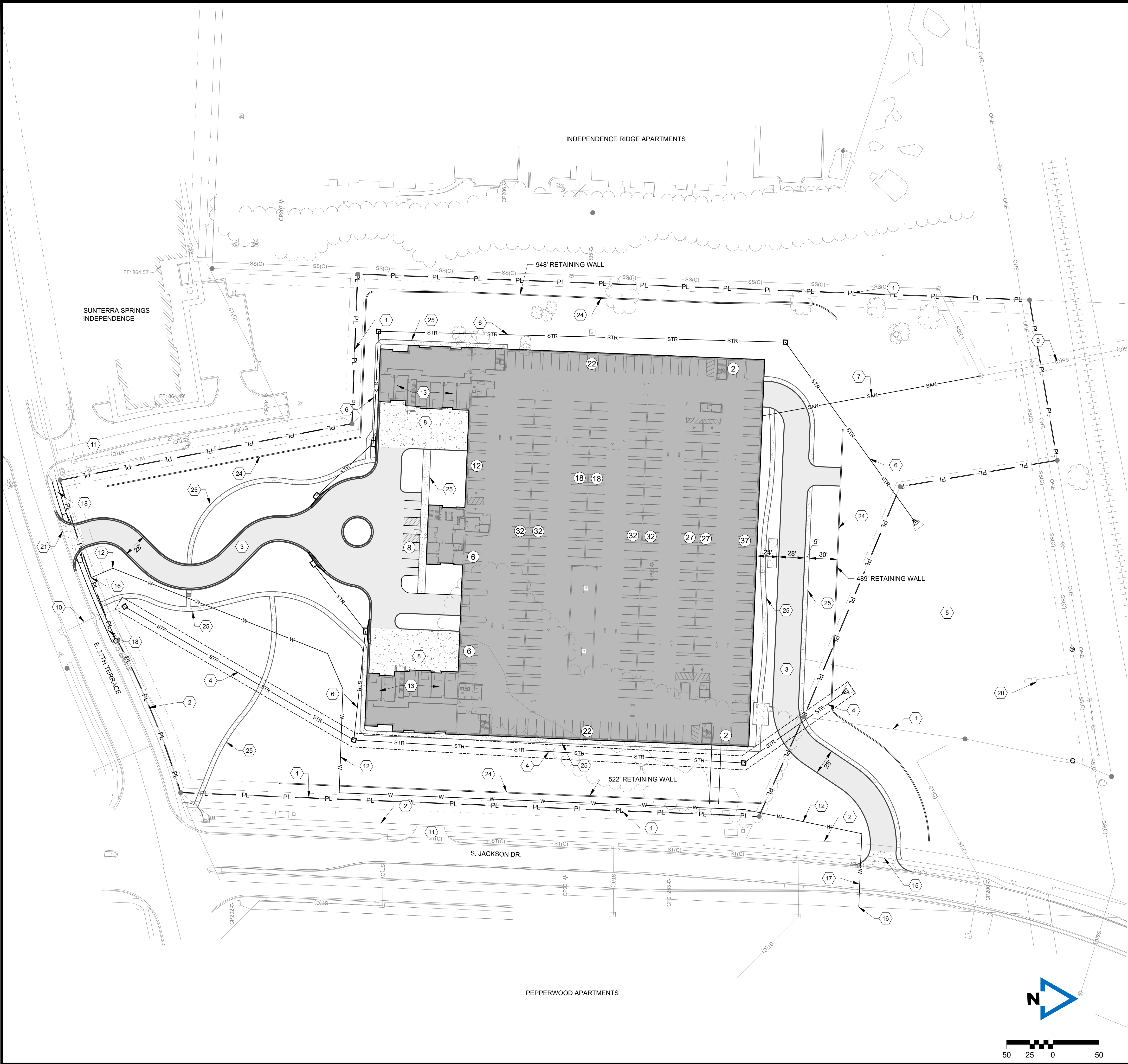
| PROJECT INFO    |                 |                   |
|-----------------|-----------------|-------------------|
| 2023001513-010  |                 |                   |
| ENGINEER<br>AVD | DRAWN BY<br>SMH | CHECKED BY<br>AVD |

INFINITY 360 APARTMENTS  
19300 E 37TH TERRACE  
INDEPENDENCE, MO 64057

EXISTING CONDITIONS  
P:2023001513-010-04-DRAWINGS\INTEL\TITLE\PRELIMINARY DEVELOPMENT PLAN SHEETS\2023001513 EXCO.DWG

| DRAWING NO. |
|-------------|
| C002        |





- KEY NOTES**
- 1 PROPERTY LINE (TYP.)
  - 2 EXISTING RIGHT-OF-WAY
  - 3 PROPOSED ASPHALT PRIVATE DRIVE PAVEMENT
  - 4 PROPOSED PUBLIC STORM SEWER
  - 5 EXISTING DETENTION BASIN
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  - 7 PROPOSED PRIVATE SANITARY SEWER
  - 8 PROPOSED CONCRETE PAVEMENT (GARAGE DRIVE ENTRY)
  - 9 EXISTING 12" PUBLIC SANITARY SEWER
  - 10 EXISTING 15" PUBLIC STORM SEWER
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  - 14 PROPOSED DUMPSTER ENCLOSURE
  - 15 PROPOSED DRIVEWAY
  - 16 PROPOSED CONNECTION TO EXISTING PUBLIC WATER
  - 17 PROPOSED PUBLIC WATER EXTENSION
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  - 19 PROPOSED FIRE HYDRANT
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  - 22 NOT USED
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  - 24 PROPOSED RETAINING WALL WITH 5' BLACK ALUMINUM FENCE
  - 25 PROPOSED PRIVATE SIDEWALK

- LEGEND**
- PROPOSED CONCRETE PAVEMENT
  - PROPOSED ASPHALT PAVEMENT
  - PROPOSED BUILDINGS
  - PROPOSED CARPORT PARKING
- #**
- XSAN EX. SANITARY SEWER LINE
  - XUGT EX. STORM SEWER LINE
  - XSTR EX. UNDERGROUND ELECTRIC LINE
  - XUGE EX. WATER LINE
  - X-W EX. OVERHEAD ELECTRIC
  - XOHP EX. UTILITY POLE
  - EX. WATER VALVE
  - EX. LIGHT POLE
  - EX. MANHOLE
  - EX. FIRE HYDRANT
- X**
- NEW FENCE
  - STR NEW STORM SEWER LINE
  - F-O NEW FIBER OPTIC LINE
  - W NEW WATER LINE
  - SAN NEW SANITARY SEWER LINE
  - NEW SANITARY MANHOLE
  - NEW NON-SETBACK STORM INLET
  - NEW JUNCTION BOX
  - NEW WATER TEE
  - NEW WATER THRUST BLOCK
  - NEW WATER VALVE
  - NEW FIRE HYDRANT
  - EXISTING 2' CONTOUR
  - EXISTING 10' CONTOUR

**LEGAL DESCRIPTION**  
LOT 2 AND TRACT A, JACKSON BUSINESS PARK, A SUBDIVISION IN INDEPENDENCE, JACKSON COUNTY, MISSOURI.

**SITE ADDRESS**  
19300 E 37TH TERRACE  
INDEPENDENCE, MO 64057

**AREA SUMMARY**  
TOTAL AREA: 508,393 +/- SQ. FT. (11.67 +/- ACRES)  
OPEN SPACE AREA: 227,534 +/- SQ. FT. (45%)

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TOTAL PARKING PROVIDED = 685 SPACES

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PER THE "FLOOD INSURANCE RATE MAP", COMMUNITY PANEL NO. 29095C0311G, HAVING AN EFFECTIVE JANUARY 20, 2017 AS PUBLISHED BY FEDERAL EMERGENCY MANAGEMENT AGENCY. OUR REVIEW OF THIS MAP INDICATES THAT THIS PARCEL OF LAND LIES WITHIN ZONE X WHICH IS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN."

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MISSOURI CERTIFICATE OF AUTHORITY NO. E-2006023253  
EXPIRES: DECEMBER 31, 2026

**REVISIONS**  
2025.06.04 CITY COMMENTS

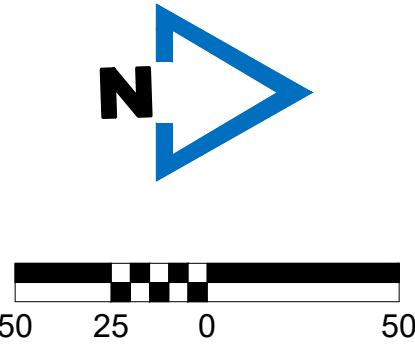
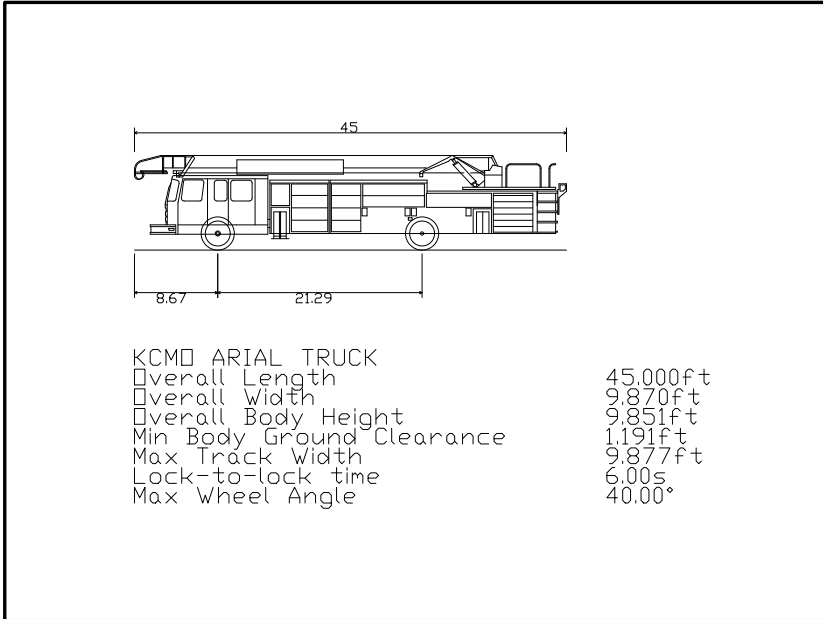
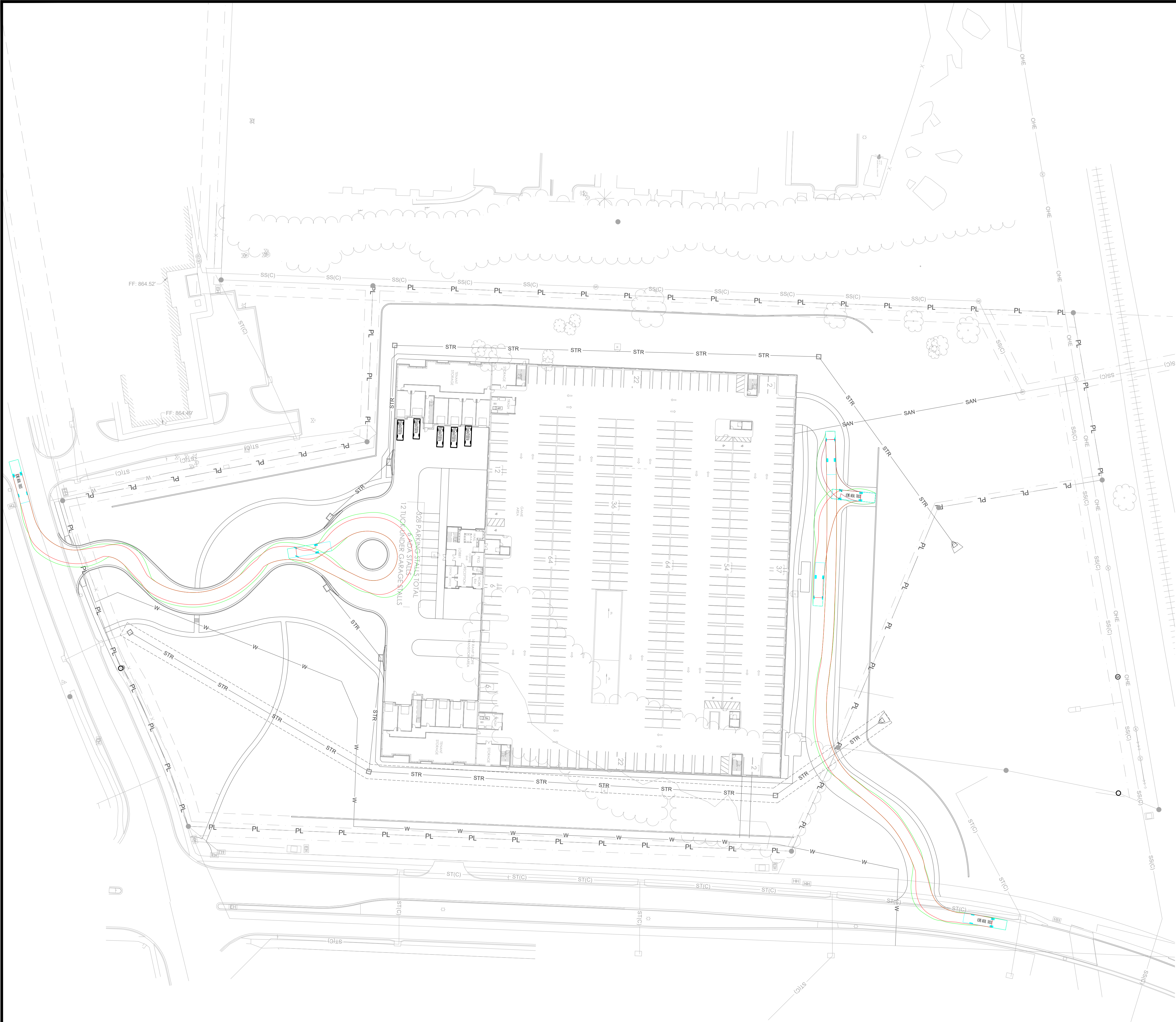
**PROJECT INFO**  
2023001513-010  
**ENGINEER** **DRAWN BY** **CHECKED BY**  
AVD SMH AVD

**INFINITY 360 APARTMENTS**  
**19300 E 37TH TERRACE**  
**INDEPENDENCE, MO 64057**

**DRAWING NO.**  
**C101**

**SITE PLAN**  
P:\2023001513-01\004-DRAWINGS\CIVIL\TEMP\PRELIMINARY DEVELOPMENT PLAN SHEET\2023001513 SITE.DWG







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REVISIONS

2025.06.04 CITY COMMENTS

PROJECT INFO

2023001513-010

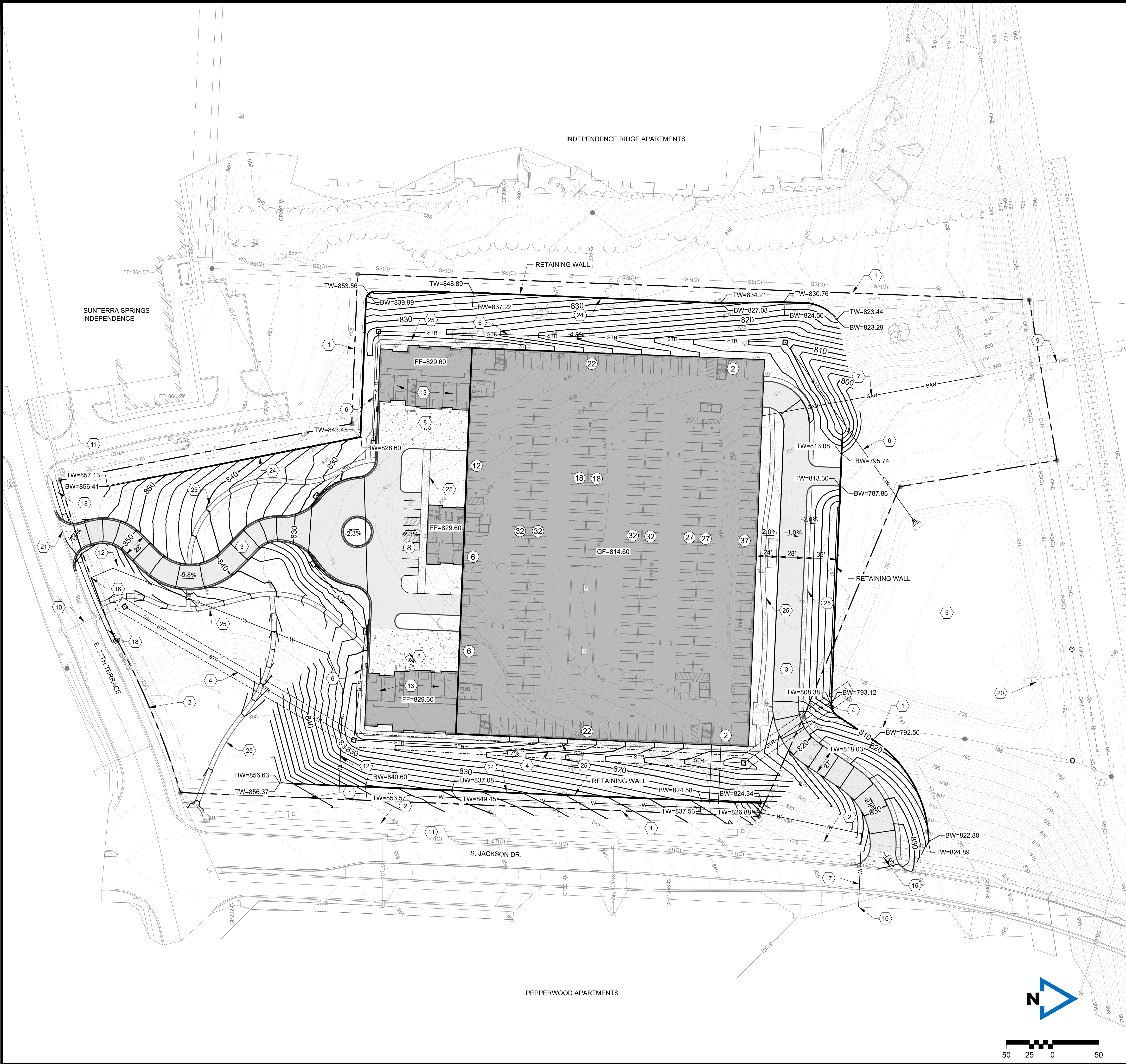
ENGINEER: AVD    DRAWN BY: SMH    CHECKED BY: AVD

INFINITY 360 APARTMENTS  
19300 E 37TH TERRACE  
INDEPENDENCE, MO 64057

SITE PLAN WITH VEHICLE PATHS  
P:\2023001513-01\004-DRAWINGS\CIVIL\TITLEMENT\PRELIMINARY DEVELOPMENT PLAN SHEETS\2023001513-010 VTRK.DWG

DRAWING NO.  
**C102**





- KEY NOTES**
- 1 PROPERTY LINE (TYP.)
  - 2 EXISTING RIGHT-OF-WAY
  - 3 PROPOSED ASPHALT PRIVATE DRIVE PAVEMENT
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  - PROPOSED CARPORT PARKING
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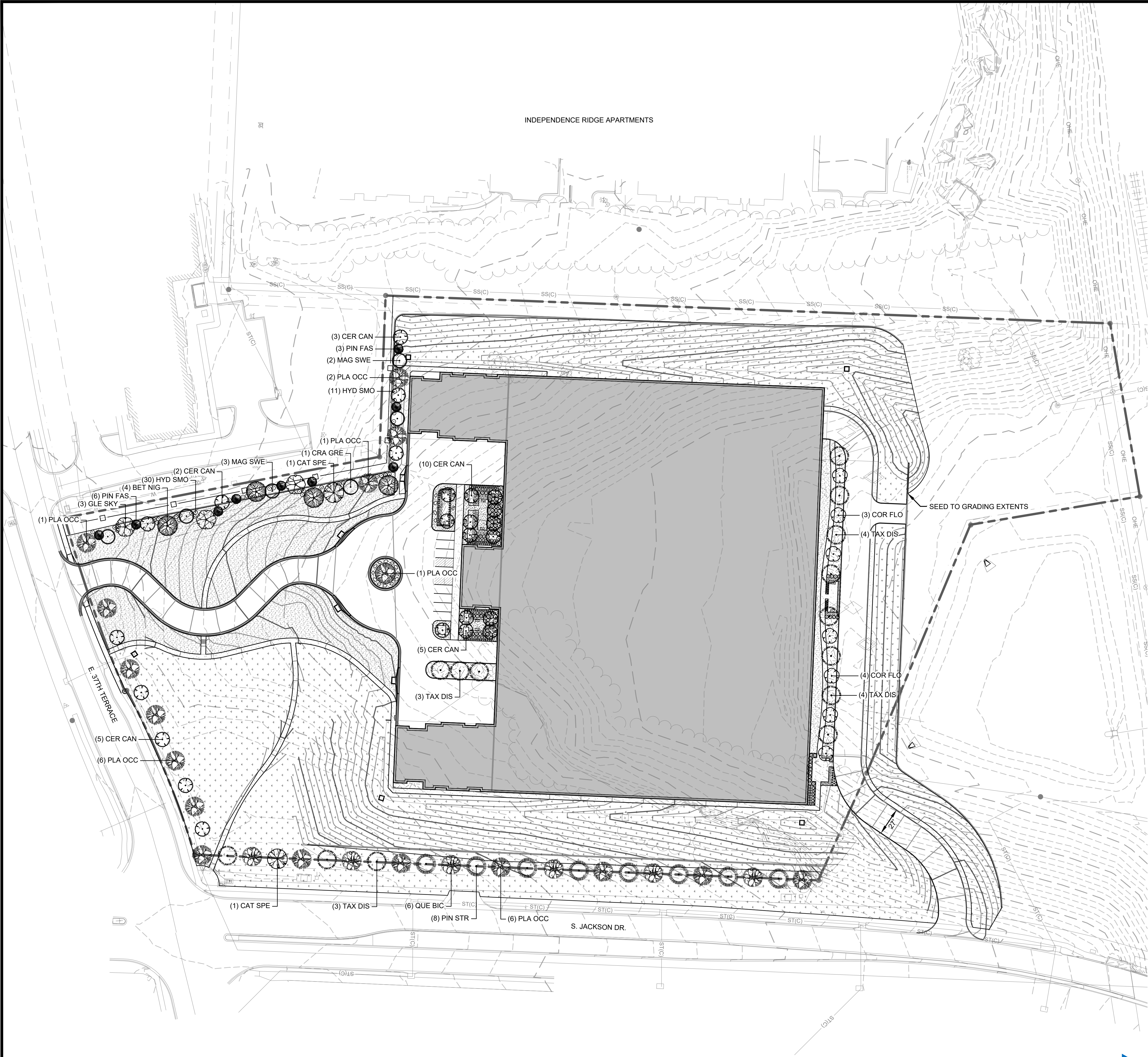
| REVISIONS      |               |            |
|----------------|---------------|------------|
| 2025.06.04     | CITY COMMENTS |            |
| PROJECT INFO   |               |            |
| 2023001513-010 |               |            |
| ENGINEER       | DRAWN BY      | CHECKED BY |
| AVD            | SMH           | AVD        |

INFINITY 360 APARTMENTS  
19300 E 37TH TERRACE  
INDEPENDENCE, MO 64057

DRAWING NO.  
**C201**

SITE PLAN WITH GRADING  
P:\2023001513-01\004-DRAWINGS\CONV\TEMPLE PRELIMINARY DEVELOPMENT PLAN SHEETS\2023001513 GRAD DWG



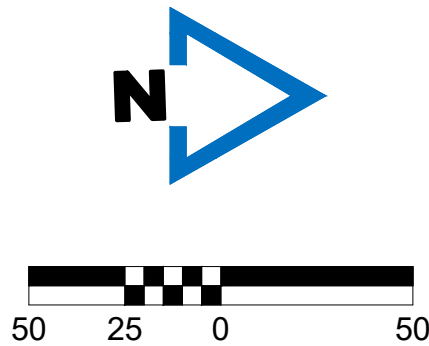


| LANDSCAPE REQUIREMENTS: PER CHAPTER 14 ARTICLE 5 SECTION 14-503 OF THE INDEPENDENCE, MO UDO |                                                                                                    |                                                                                                         |
|---------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|
| STREET TREES (14.503.02.C)                                                                  | REQUIREMENT                                                                                        | PROVIDED                                                                                                |
| S JACKSON DRIVE                                                                             | 1 TREE PER 50 FEET OF FRONTAGE (626 LF FRONTAGE)                                                   | 12.5 TREES REQUIRED - 25 TREES PROVIDED                                                                 |
| E 37TH DRIVE                                                                                | 1 TREE PER 50 FEET OF FRONTAGE (360 LF FRONTAGE)                                                   | 7.2 TREES REQUIRED - 10 TREES PROVIDED                                                                  |
| LANDSCAPED OPEN SPACE (14.503.04)                                                           |                                                                                                    | REQUIREMENT                                                                                             |
|                                                                                             |                                                                                                    | AT LEAST 20% OF THE AREA WITHIN 20 FEET OF THE PERIMETER OF THE BUILDING SHALL BE LANDSCAPED OPEN SOACE |
|                                                                                             |                                                                                                    | PROVIDED PER PLAN                                                                                       |
| BUFFERYARDS (14.503.07)                                                                     | REQUIREMENT                                                                                        | PROVIDED                                                                                                |
| SOUTHWEST PROPERTY LINE                                                                     | HIGH IMPACT SCREENING (ADJACENT PROOP C-2)<br>A MASONRY WALL OR WOOD FENCE AND A LOW-IMPACT SCREEN | PROVIDED PER PLAN                                                                                       |

PLANT SCHEDULE

| SYMBOL        | CODE    | QTY        | BOTANICAL / COMMON NAME                                        | CONT           |
|---------------|---------|------------|----------------------------------------------------------------|----------------|
| TREES         |         |            |                                                                |                |
|               | BET NIG | 4          | Betula nigra / River Birch                                     | B&B, 2" Cal.   |
|               | CAT SPE | 2          | Catalpa speciosa / Northern Catalpa                            | B&B, 2" Cal.   |
|               | CER CAN | 25         | Cercis canadensis / Eastern Redbud                             | B&B, 1.5" Cal. |
|               | COR FLO | 7          | Cornus florida / Flowering Dogwood                             | B&B, 1.5" Cal. |
|               | CRA GRE | 1          | Crataegus viridis / Green Hawthorn                             | B&B, 1.5" Cal. |
|               | GLE SKY | 3          | Gleditsia triacanthos inermis 'Skyline' / Skyline Honey Locust | B&B, 2" Cal.   |
|               | MAG SWE | 5          | Magnolia virginiana / Sweetbay Magnolia                        | B&B, 1.5" Cal. |
|               | PIN STR | 8          | Pinus strobus / White Pine                                     | 6'-8' HL.      |
|               | PIN FAS | 9          | Pinus strobus 'Fastigiata' / Pyramidal White Pine              | 6'-8' HL.      |
|               | PLA OCC | 17         | Platanus occidentalis / American Sycamore                      | B&B, 2" Cal.   |
|               | QUE BIC | 6          | Quercus bicolor / Swamp White Oak                              | B&B, 2" Cal.   |
|               | TAX DIS | 14         | Taxodium distichum / Bald Cypress                              | B&B, 2" Cal.   |
| SHRUBS        |         |            |                                                                |                |
|               | COR FA4 | 68         | Cornus sericea 'Farrow' / Arctic Fire® Red Twig Dogwood        | 5 gal          |
|               | FOT GAR | 56         | Fothergilla gardenii / Dwarf Fothergilla                       | 5 gal          |
|               | HYD SMO | 41         | Hydrangea arborescens / Smooth Hydrangea                       | 5 gal          |
|               | HYD TMR | 82         | Hydrangea paniculata 'Little Lime' / Little Lime Hydrangea     | 5 gal          |
|               | HYD ALI | 23         | Hydrangea quercifolia 'Alice' / Alice Oakleaf Hydrangea        | 5 gal          |
| GRASSES       |         |            |                                                                |                |
|               | SCH SCO | 187        | Schizachyrium scoparium / Little Bluestem                      | 1 gal          |
| GROUND COVERS |         |            |                                                                |                |
|               | DG      | 2,256 sf   | Decomposed Granite                                             | SF             |
|               | FH      | 33,454 sf  | Festuca var. / Heal-Tolerant Fescue Sod                        | SF             |
|               | NS      | 155,880 sf | Native Seed Mix / Native Grass Seed Mix                        | Seed           |
|               | WM      | 8,344 sf   | Wood Mulch / Cedar Wood Mulch                                  | SF             |

1 SITE LANDSCAPE PLAN  
SCALE: 1" = 50'





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NOTICE:  
McClure Engineering Co. is not responsible or liable for any issues, claims, damages, or losses (collectively, "Losses") which arise from failure to follow these Plans, Specifications, and the engineering intent they convey, or for Losses which arise from failure to obtain and/or follow the engineers' or surveyors' guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities, or conflicts contained within the Plans and Specifications.

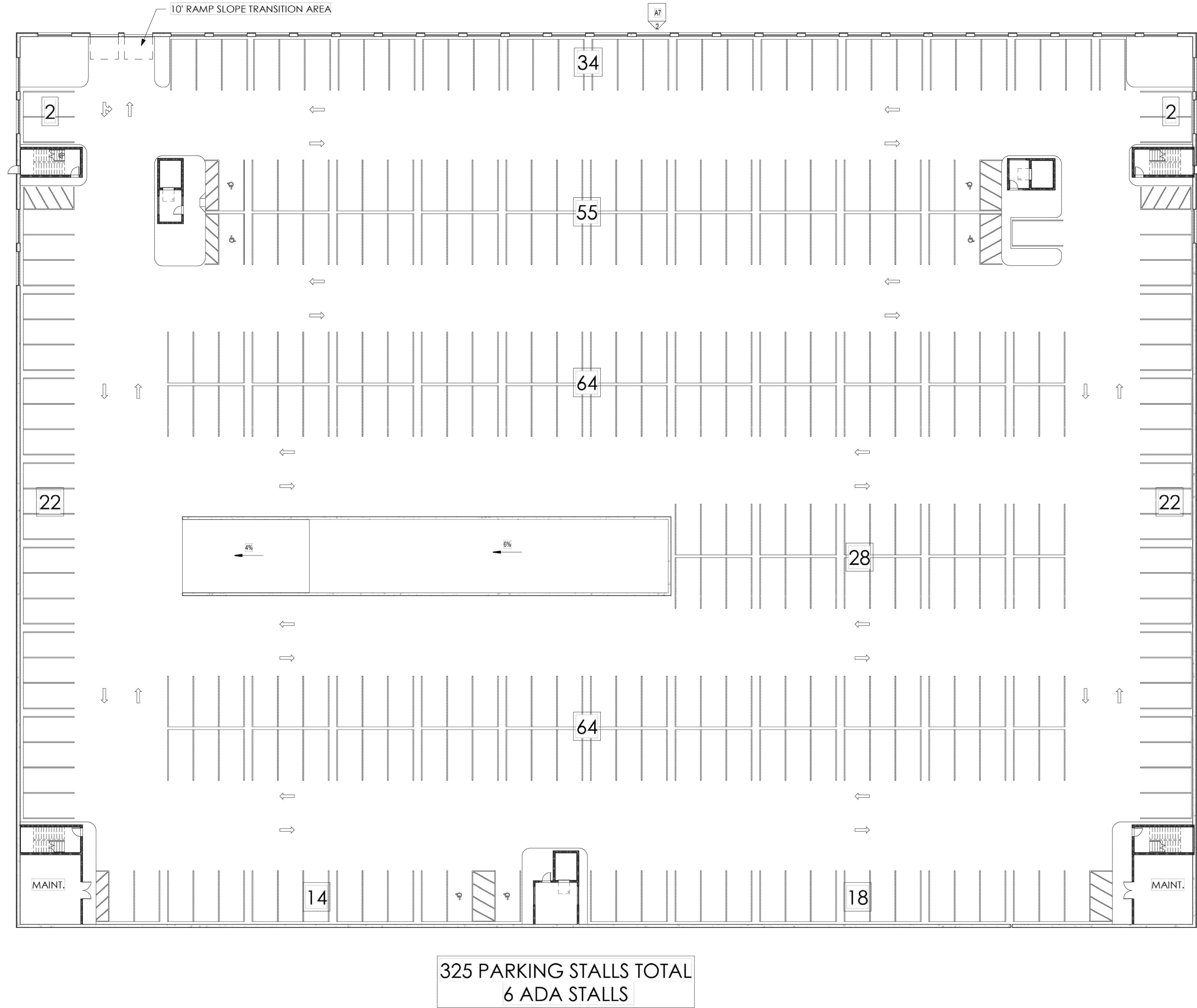
MISSOURI CERTIFICATE OF AUTHORITY NO. E-2006023253  
EXPIRES: DECEMBER 31, 2026

| REVISIONS                |          |            |
|--------------------------|----------|------------|
| 2025.06.04 CITY COMMENTS |          |            |
| PROJECT INFO             |          |            |
| 2023001513-010           |          |            |
| ENGINEER                 | DRAWN BY | CHECKED BY |
| AVD                      | SMH      | AVD        |

INFINITY 360 APARTMENTS  
19300 E 37TH TERRACE  
INDEPENDENCE, MO 64057

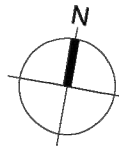
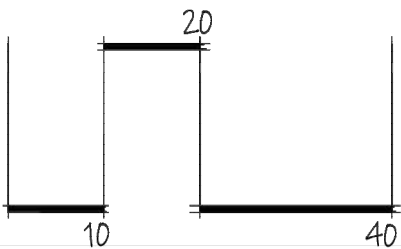
LANDSCAPE PLAN  
19300 E 37TH TERRACE  
INDEPENDENCE, MO 64057



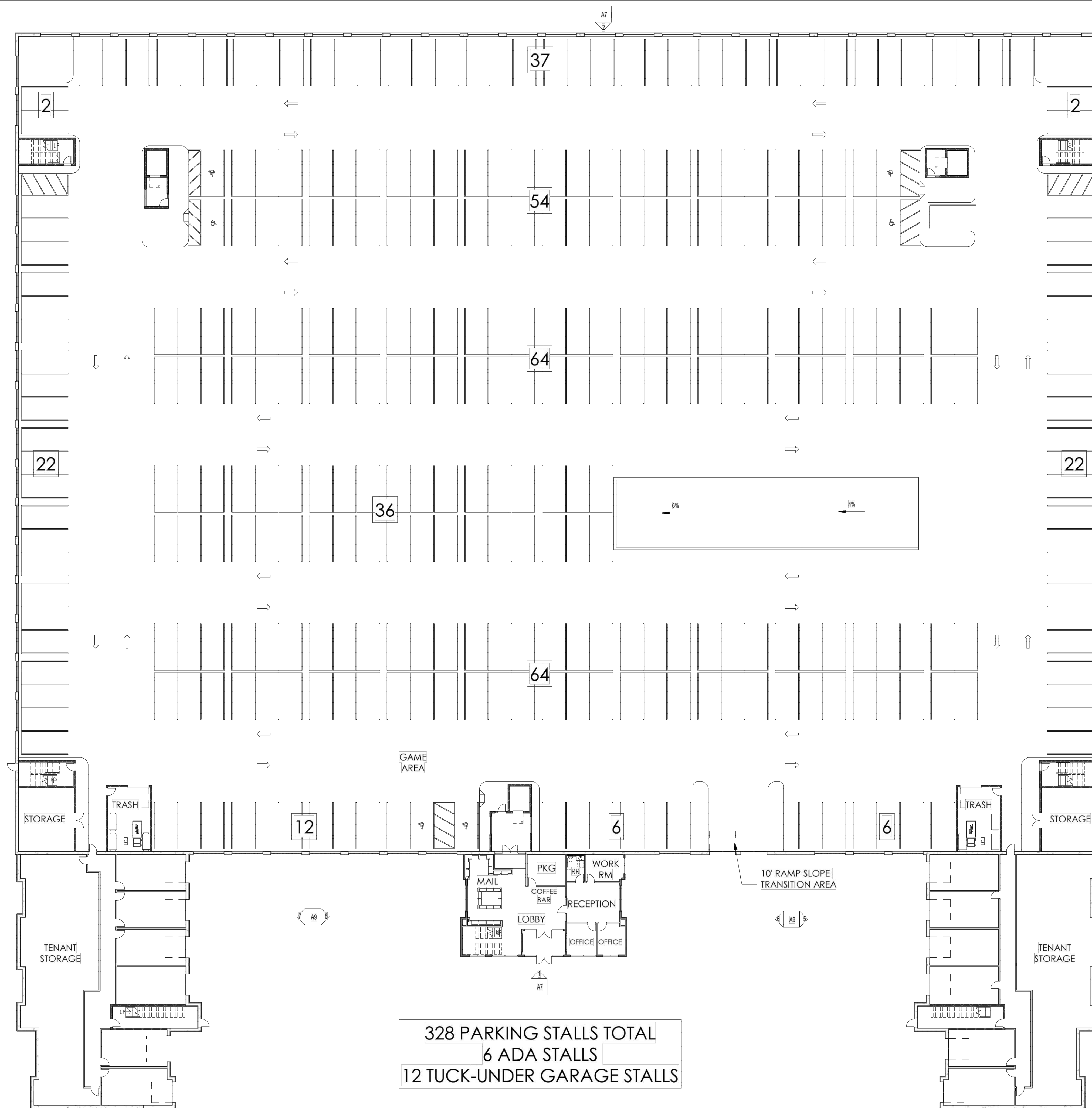


| PROJECT DATA:                                        |     |
|------------------------------------------------------|-----|
| PARKING COUNT:<br>(1 PER STUDIO, 1.5 PER 1 & 2 BEDS) |     |
| RESIDENT PARKING                                     | 517 |
| VISITOR PARKING                                      | 144 |
| REQUIRED PARKING                                     |     |
| 2% ADA PARKING                                       | 14  |
| LEVEL 1 GARAGE                                       |     |
| LEVEL 2 GARAGE                                       | 328 |
| PRIVATE GARAGE                                       | 12  |
| TOTAL PROVIDED                                       |     |
| (4 EXTRA SPACES)                                     | 665 |
| SITE PARKING TBD                                     |     |
| SITE PARKING TO HAVE 2 ADA SPACES                    |     |

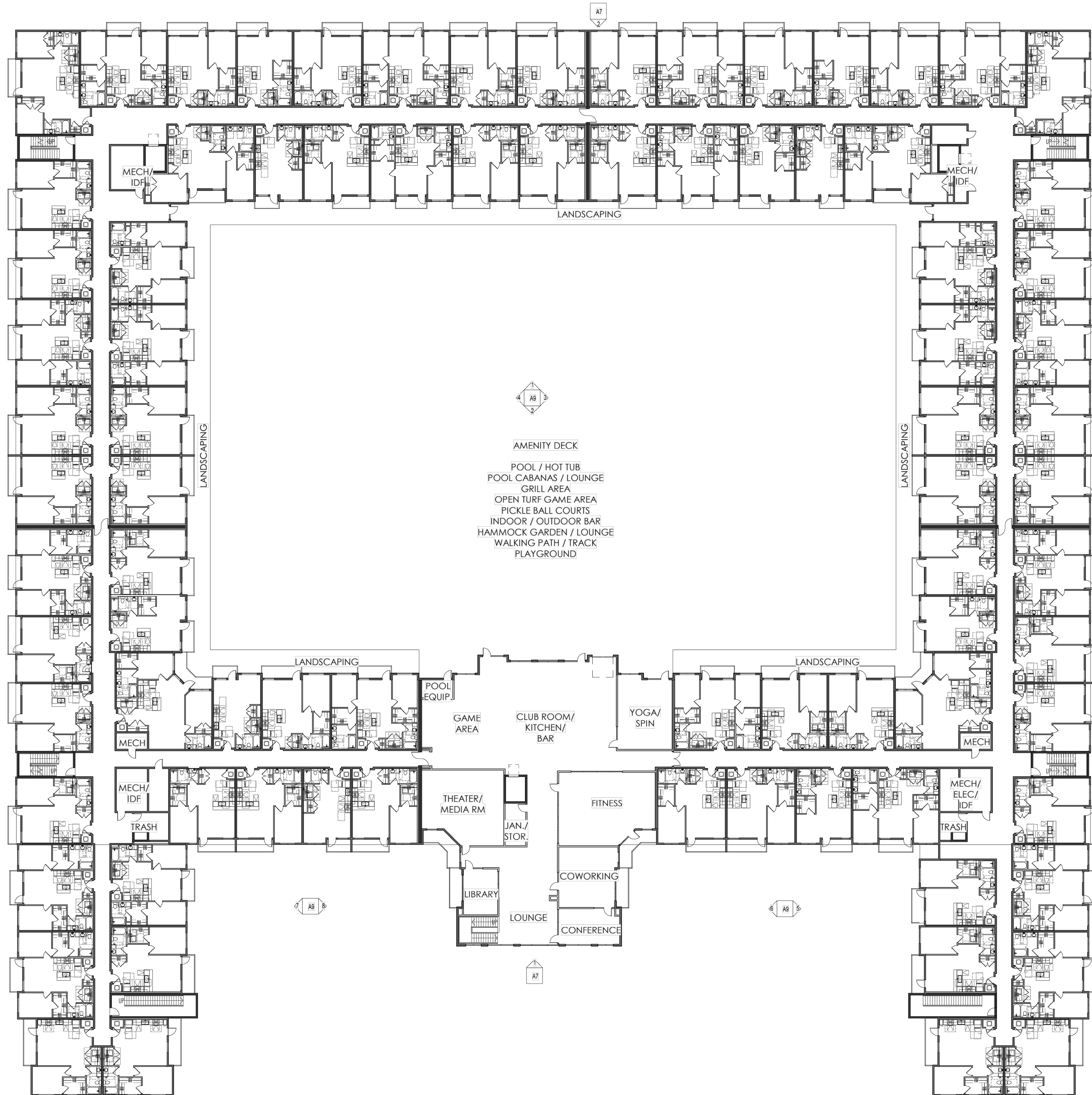
325 PARKING STALLS TOTAL  
6 ADA STALLS











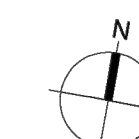
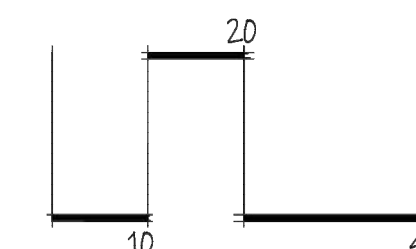
**PROJECT DATA:**

**UNIT COUNT:**

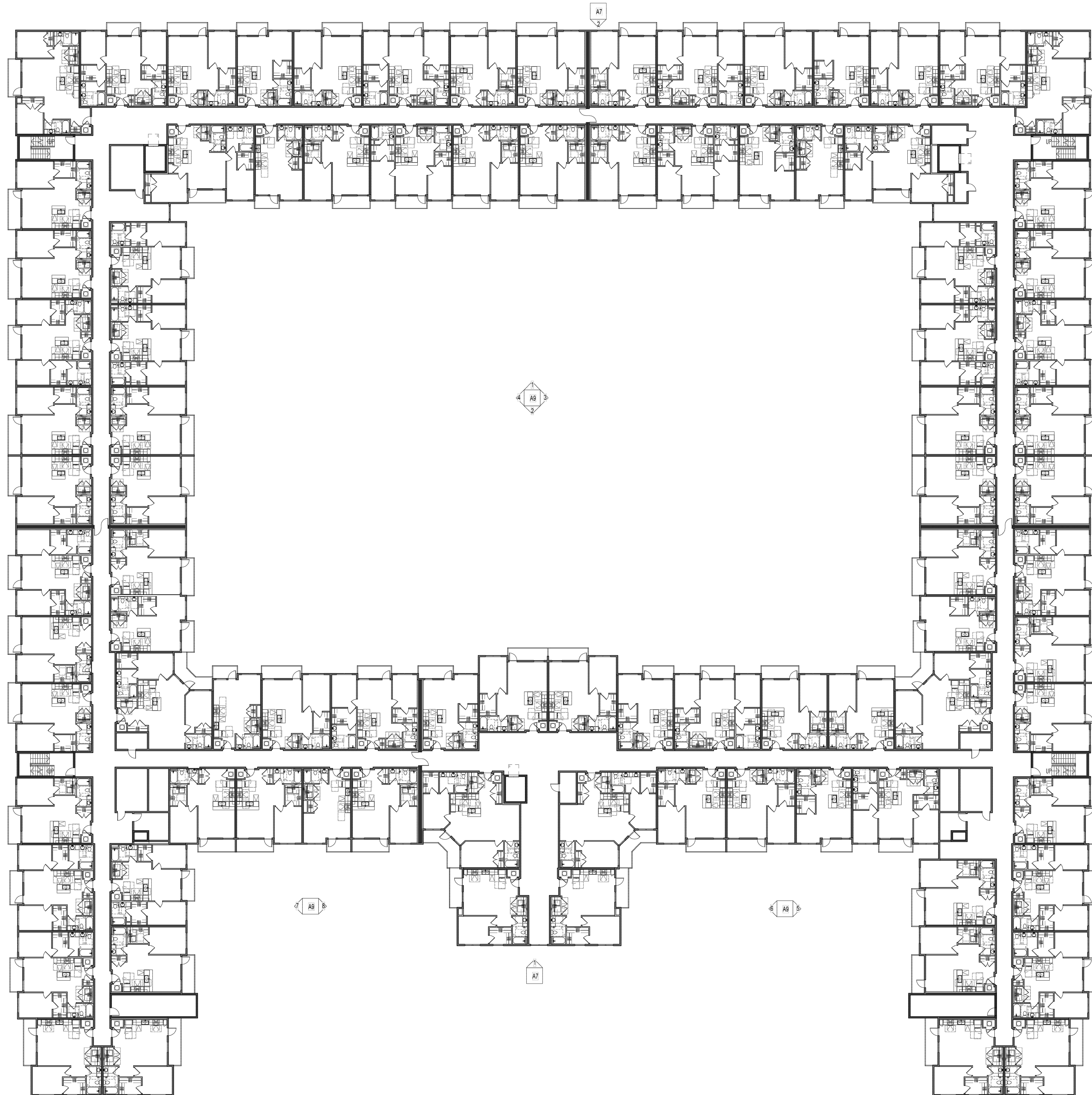
|           |     |
|-----------|-----|
| STUDIO    | 46  |
| 1 BD/1 BA | 196 |
| 2 BD/2 BA | 118 |

|       |     |
|-------|-----|
| TOTAL | 360 |
|-------|-----|

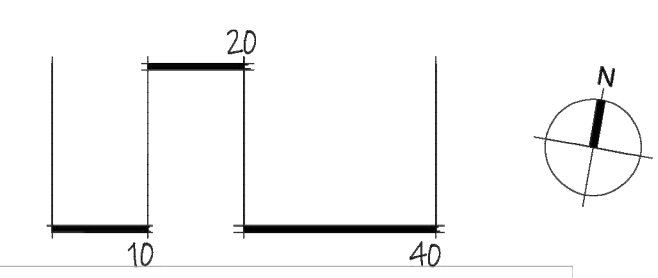
1 THIRD FLOOR PLAN  
1" = 20'-0"







1 FOURTH FLOOR PLAN  
1" = 20'-0"





MATERIAL LEGEND

- FB-1 8" PREFINISHED FIBER LAP SIDING - COLOR 1
- FB-2 8" PREFINISHED FIBER LAP SIDING - COLOR 2
- FB-3 8" PREFINISHED FIBER LAP SIDING - COLOR 3
- FB-4 PREFINISHED FIBER LAP SIDING - BOARD & BATTEN
- CS-1 CAST STONE BANDING, SILLS, AND CAPS
- ST-1 MANUFACTURED LEDGESTONE VENER
- TR-1 PREFINISHED FIBER TRIM - WHITE
- TR-2 PREFINISHED FIBER TRIM - DARK BRONZE
- 5/4 TRIM WIDTHS: HEADER/LINTEL - 5 1/2" SILL - 3 1/2"
- MT-1 METAL COPING & TRIMS
- RF-1 STANDING SEAM ROOF



2 NORTH ELEVATION  
1/16" = 1'-0"



1 SOUTH ELEVATION  
1/16" = 1'-0"

ELEVATIONS

03/10/25

# INFINITY APARTMENTS

INDEPENDENCE, MO

A7





2 EAST ELEVATION  
1/16" = 1'-0"



1 WEST ELEVATION  
1/16" = 1'-0"

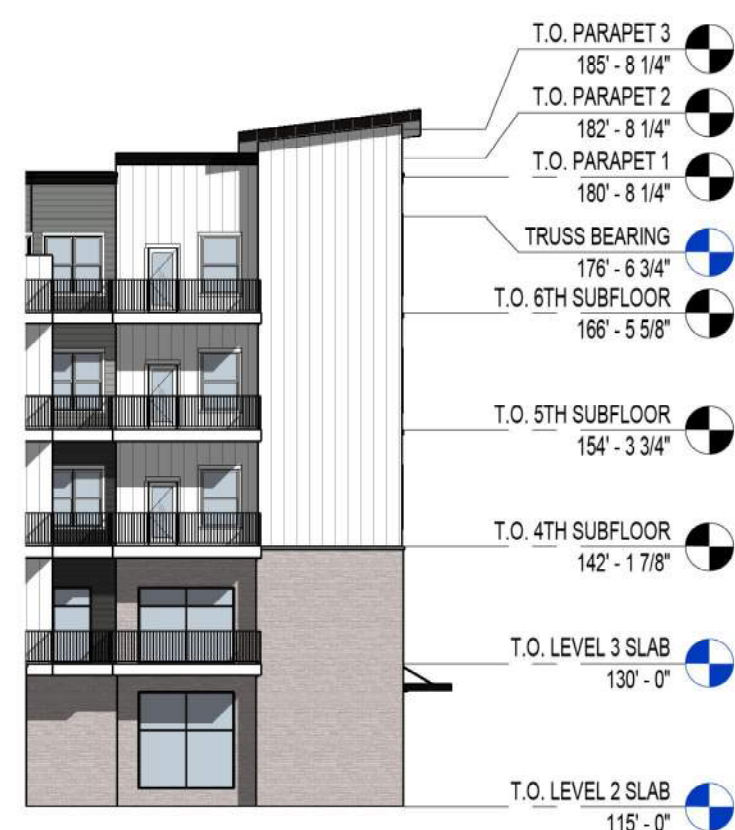
ELEVATIONS

# INFINITY APARTMENTS

INDEPENDENCE, MO

A8

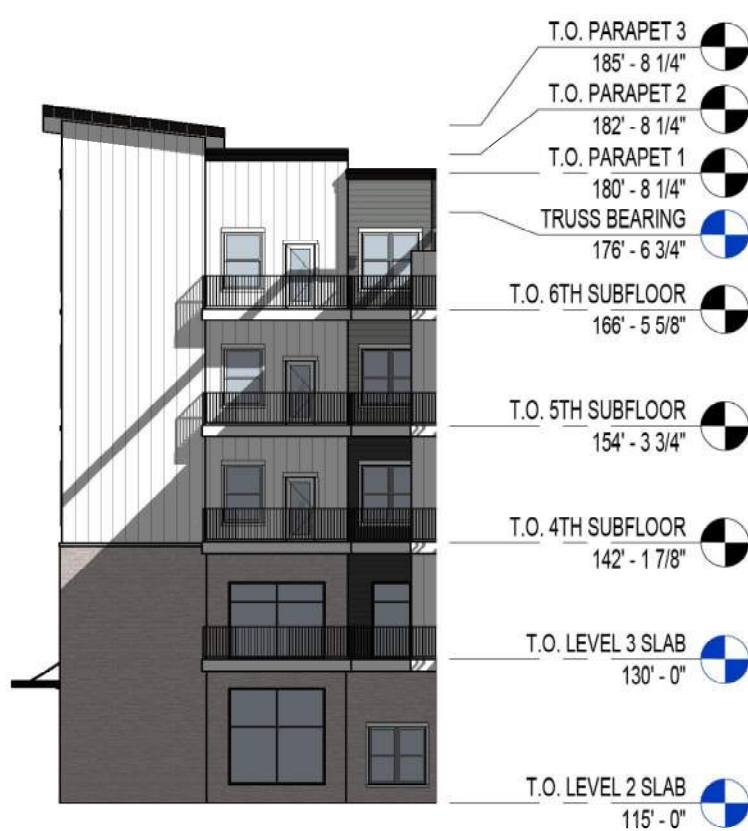




8 SOUTH ELEVATION - CENTER LEG WEST  
1" = 20'-0"



7 SOUTH ELEVATION - WEST LEG  
1" = 20'-0"



6 SOUTH ELEVATION - CENTER LEG EAST  
1" = 20'-0"



5 SOUTH ELEVATION - EAST LEG  
1" = 20'-0"



2 COURTYARD 1 - SOUTH ELEVATION  
1/16" = 1'-0"



1 COURTYARD 1 - NORTH ELEVATION  
1/16" = 1'-0"



4 COURTYARD 1 - WEST ELEVATION  
1/16" = 1'-0"



3 COURTYARD 1 - EAST ELEVATION  
1/16" = 1'-0"



## **GENERAL INFORMATION:**

The proposed Infinity 360 Apartments development will be constructed near the intersection of E 37<sup>th</sup> Terrace Court S and S Jackson Drive in Independence, Missouri. The Jackson County Parcel number is 34-200-01-37-00-0-00-000. The 11.67-acre site is in the NE quarter of section 20, township 49N, range 31W. Refer to **Appendix A-1** for the project site plan. The property is currently undeveloped. The proposed project will consist of a podium-style apartment building, open space, parking, and an on-site detention basin.

## **METHODOLOGY:**

The sewer capacity design criteria consist of the City of Independence's currently adopted Code of Ordinances, Chapter 20, Article 9, Sec. 20.09.002 and 20.09.003.

## **EXISTING CONDITION ANALYSIS:**

As previously indicated, the site is currently undeveloped with grassland and wooded cover in some locations. Existing sewer lines run along the west and north sides of the boundaries. A map of the existing city sewers within proximity of the site is included in **Appendix A-2**.

The sewer line serving the Pepperwood Apartments (east of the site) runs along the proposed Infinity Apartment's north side. It begins as an 8" VCP pipe, transitions to a 12" PVC pipe, and then combines with the existing sewer on the west side before running north under the railroad tracks.

An 8" PVC sewer line runs north along the west property boundary, serving only the Sunterra Springs facility.

The sewer line for the Independence Ridge apartments (west of the site) runs northwest, crosses the railroad tracks, then turns back east to combine with the existing and proposed sewer lines from the subject property. This combined line flows north into an inverted siphon with 6" and 12" components. The City is currently reviewing options for improving this and the interceptor immediately downstream.

## **PROPOSED CONDITION ANALYSIS:**

The proposed project will consist of a new podium-style apartment building, open space, parking, and an on-site detention basin. There will be 1-4 story apartment building constructed on site. Due to the type and size of development, sewer mains no larger than 8" are anticipated for serving the overall site.

Final design grading has not been completed yet, but with the site's topography, the proposed drainage pattern of the site is not likely to change from that of the pre-developed drainage pattern.

As this study is part of an overall preliminary development plan submittal, no engineering design has been completed on the proposed sewers. However, an estimate based on site topography

conditions has been assumed and was used as basis for the pipe calculations found in the Capacity Analysis in **Appendix A-4**.

The table below shows the minimum hourly peak flow rate calculations for the existing, proposed, and future sewers affecting this site. This table can also be found in the Capacity Analysis in **Appendix A-4**.

| MINIMUM HOURLY PEAK FLOW RATE CALCULATIONS  |                          |            |                                      |                                  |
|---------------------------------------------|--------------------------|------------|--------------------------------------|----------------------------------|
| LAND USE                                    | OUTGOING PIPE SIZE (IN.) | AREA (AC.) | SEWER CAPACITY FLOW FACTOR (CFS/AC.) | MIN. HOURLY PEAK FLOW RATE (CFS) |
| MULTI-FAMILY (EXISTING, PEPPERWOOD APTS)    | 8                        | 21.1       | 0.02                                 | 0.42                             |
| MULTI-FAMILY (EXISTING, INDEPENDENCE RIDGE) | 8                        | 25.07      | 0.03                                 | 0.75                             |
| MULTI-FAMILY (PROPOSED)                     | 8                        | 11.67      | 0.03                                 | 0.35                             |
| COMMERCIAL (OTHER)                          | 12                       | 81.85      | 0.02                                 | 1.64                             |
| COMMERCIAL (SUNTERRA SPRINGS)               | 8                        | 3.35       | 0.02                                 | 0.07                             |
| FUTURE A (C-2 COMMERCIAL)                   | TBD                      | 23.5       | 0.02                                 | 0.47                             |
| FUTURE B (R-6 RESIDENTIAL)                  | TBD                      | 6          | 0.03                                 | 0.18                             |
| FUTURE C (R-6 RESIDENTIAL)                  | TBD                      | 5.6        | 0.03                                 | 0.17                             |
| FUTURE D (C-2 COMMERCIAL)                   | TBD                      | 5.6        | 0.02                                 | 0.11                             |
| FUTURE E (R-6 RESIDENTIAL)                  | 15                       | 10.0       | 0.03                                 | 0.30                             |
| FUTURE F (C-2 & R-6)                        | TBD                      | 6.1        | 0.025                                | 0.15                             |
| FUTURE G (R-18 RESIDENTIAL PUD)             | TBD                      | 14.2       | 0.03                                 | 0.43                             |

A total peak flow to the site outfall location once full build out (including 71 acres of future development) is complete is determined to be 5.04 cfs. The amount of flow added by our proposed development accounts for 0.35 cfs of that flow.

### **SUMMARY & CONCLUSION:**

The proposed Infinity 360 Apartments development will be constructed near the intersection of E 37<sup>th</sup> Terrace Court S and S Jackson Drive in Independence, Missouri. The proposed project will consist of a new multi-family apartment building, open space, parking, and an on-site detention basin.

Analysis of the proposed site shows a capacity of the immediate, existing 15" downstream sewer (ID #2713) to be 3.58 cfs. After full build out of the proposed site, an additional 0.35 cfs will be added to the system. This is within acceptable tolerances at this location.

A larger issue occurs downstream (ID #2716) of the siphon with a limiting capacity of 1.56 cfs due to slope in the 15" pipe. This accounts for a much larger buildout area that includes this project site. The anticipated flow rate for full buildout is 5.04 cfs. The Drainage Area Map in **Appendix A-3** and the Capacity Analysis in **Appendix A-4** provide clarification on the multiple outfall locations examined in this study.

The City is reviewing options for improvement of the aforementioned downstream interceptor. Once a potential solution is determined, the owner will work with the city under the Independence Cost Share Ordinance Sec. 20.09.016 to construct improvements.

## **GENERAL INFORMATION:**

The proposed Infinity 360 Apartments development will be constructed near the intersection of E 37<sup>th</sup> Terrace Court S and S Jackson Drive in Independence, Missouri. The site is in the NE quarter of section 20, township 49N, range 31W. Refer to **Appendix A-1** for the project location map. The property is currently undeveloped. The proposed project will consist of an apartment building, open space, parking, and an on-site detention basin.

The 11.67-acre site drains north, mostly into an existing detention basin, and eventually into Crackerneck Creek and the Little Blue River.

The site soils are largely classified as below, and the soils map can be seen in **Appendix A-2**.

Snead-Urban land complex, hydrologic soil rating D

Wiota silt loam, hydrologic soil rating C

Udarents-Urban land-Oska complex, hydrologic soil rating C

Sibley-Urban land complex, hydrologic soil rating C

The development will utilize the existing detention basin on site. The City does not have an existing analysis of what is presently utilizing the basin and how it is performing, so McClure will make best assumptions using GIS data to determine what may be draining to it. The detention basin will be analyzed to confirm it can detain the proposed development's storm water runoff and release it at a rate that is equal to or less than the existing peak runoff rate for the 10- and 100-year storm events. The basin will also detain the 1.37" water quality for the site's area flowing to the basin. The basin's outfall structure will be analyzed, and modified if needed, to release the water quality volume over a 40-hour period.

## **METHODOLOGY:**

The stormwater management design criteria consist of the City of Independence's currently adopted APWA Standard Specifications and Design Criteria Section 5600 and the MARC BMP Manual. Runoff volumes and hydrographs were generated using the SCS TR-55 method within Bentley's PondPack. Rainfall rates match those noted in NOAA ATLAS-14, which stipulates the 24hr rainfall amount to be 3.0 inches for the 100% (1-year) storm, 3.6 inches for the 50% (2-year) storm, 5.4 inches for the 10% (10-year) storm and 8.6 inches for the 1% (100-year) storm.

## **EXISTING CONDITION ANALYSIS:**

As previously indicated, the site is currently undeveloped with grassland and wooded cover in some locations. The site currently drains north towards an existing basin which then drains north, going under the railroad and into Crackerneck Creek and then the Little Blue River. Refer to **Appendix A-4** for the existing drainage area map.

The below table shows the existing basin characteristics and weighted curve numbers.

| Basin Characteristics - Existing Site |                       |                                   |                                   |                                                        |                                                        |                       |                |
|---------------------------------------|-----------------------|-----------------------------------|-----------------------------------|--------------------------------------------------------|--------------------------------------------------------|-----------------------|----------------|
| Drainage Area                         | Total Area<br>(acres) | Grassland<br>(Good, C)<br>CN = 74 | Grassland<br>(Good, D)<br>CN = 80 | Woods-<br>Grass<br>Combination<br>(Good, C)<br>CN = 72 | Woods-<br>Grass<br>Combination<br>(Good, D)<br>CN = 79 | Impervious<br>CN = 98 | Weighted<br>CN |
| A-1                                   | 10.63                 | 4.39                              | 4.37                              | 0.60                                                   | 1.27                                                   | 0.00                  | 77.0           |
| A-2                                   | 1.04                  | 0.46                              | 0.52                              | 0.06                                                   | 0.00                                                   | 0.00                  | 76.9           |

A time of concentration of 8.1 minutes was determined for drainage area A-1, and 9.6 minutes for drainage area A-2.

The following table shows the pre-developed peak flow rates analyzed at point of interest A, as shown in **Appendix A-4**.

|              | EXISTING<br>PEAK FLOWS |
|--------------|------------------------|
| Design Storm | (cfs)                  |
| 10 Year      | 21.65                  |
| 100 Year     | 30.68                  |

### **PROPOSED CONDITION ANALYSIS:**

The proposed project will consist of a new apartment building, open space, parking, and an on-site detention basin. The existing on-site detention basin has been determined to have capacity for the proposed development's increased storm runoff while remaining below the pre-development 10- and 100-year peak flow rates and volume, as well as reducing any potential impacts to downstream bodies of water. Modifications to the detention basin's control structure will be necessary and will occur with the proposed development to meet the City's requirements. Refer to **Appendix A-4** for the proposed drainage area map.

Final design grading has not been completed yet, but with the site's topography, the proposed drainage pattern of the site is not likely to change from that of the pre-developed drainage pattern.

The table below shows the proposed basin characteristics and weighted curve numbers.

| Basin Characteristics - Proposed Site |                       |                       |                                    |                                   |                                   |                                                        |                                                        |                |
|---------------------------------------|-----------------------|-----------------------|------------------------------------|-----------------------------------|-----------------------------------|--------------------------------------------------------|--------------------------------------------------------|----------------|
| Drainage Area                         | Total Area<br>(acres) | Impervious<br>CN = 98 | Open Space<br>(Good, D)<br>CN = 80 | Grassland<br>(Good, C)<br>CN = 74 | Grassland<br>(Good, D)<br>CN = 80 | Woods-<br>Grass<br>Combination<br>(Good, C)<br>CN = 72 | Woods-<br>Grass<br>Combination<br>(Good, D)<br>CN = 79 | Weighted<br>CN |
| A-1                                   | 10.73                 | 4.37                  | 3.21                               | 2.36                              | 0.34                              | 0.32                                                   | 0.13                                                   | 85.8           |
| A-2                                   | 0.94                  | 0.00                  | 0.48                               | 0.14                              | 0.26                              | 0.06                                                   | 0.00                                                   | 78.6           |

A time of concentration of 8.3 minutes was determined for drainage area A-1, and 8.3 minutes for drainage area A-2.

**Required Detention:**

Due to the increase in runoff from the developed condition, detention will be required. The existing on-site detention basin will be analyzed with the final design. From a preliminary analysis, there is additional storage available to meet the development's needs. Modifications will be required to the existing basin's control structure to meter the release rates and detain the water quality volume for the required period.

The tables below show the existing versus proposed peak flows and volumes without modifications to the existing drainage basin and control structure.

|              | EXISTING<br>PEAK FLOWS | PROPOSED<br>PEAK FLOWS |
|--------------|------------------------|------------------------|
| Design Storm | (cfs)                  | (cfs)                  |
| 10 Year      | 21.65                  | 23.24                  |
| 100 Year     | 30.68                  | 31.46                  |

|              | EXISTING<br>VOLUME | PROPOSED<br>VOLUME |
|--------------|--------------------|--------------------|
| Design Storm | (ac-ft)            | (ac-ft)            |
| 10 Year      | 2.84               | 3.62               |
| 100 Year     | 5.65               | 6.61               |

**BEST MANAGEMENT PRACTICES (BMP'S):**

BMP's are required per the City's design criteria and will be implemented on this development. Design will abide by the MARC/APWA Manual of Best Management Practices.

The pre-development's area-weighted curve number is 77 and the post-development's area-weighted curve number is 85. With a change in curve number of 8, the level of service required is 6.2 per the sliding scale method. Refer to **Appendix A-5** for the BMP calculations.

**CORPS OF ENGINEERS REQUIREMENTS:**

N/A

**FEMA REQUIREMENTS:**

Per FEMA maps 29095C0311G, this site does not lie within a FEMA established floodplain or floodway.

**SUMMARY & CONCLUSION:**

The proposed Infinity 360 Apartments development will be constructed near the intersection of E

37<sup>th</sup> Terrace Court S and S Jackson Drive in Independence, Missouri. The proposed project will consist of an apartment building, open space, parking, and an on-site detention basin.

Stormwater runoff from the proposed development will be controlled utilizing the existing on-site detention basin. The basin has been determined in preliminary analysis to have storage capacity for the development's increase in runoff. The basin's control structure will need modifications to control the 10- and 100-year storm events peak release rates per the City's requirements. BMP's will be required to treat water quality and will be designed per the City's requirements.

## INTRODUCTION

The proposed Infinity 360 Apartments development is a 360-unit, multi-family development consisting of a single four-story apartment building with two-stories of underground parking. The proposed development is located in the northwest quadrant of the intersection of S Jackson Drive & 37<sup>th</sup> Terrace in Independence, Missouri. The approximate location of the proposed development is shown in the Google Earth image below.



The existing property is vacant and is bordered to the north by railroad tracks and to the west by Sunterra Springs Rehabilitation Center and apartment homes.

This study analyzes the traffic impacts on the surrounding roadway network for the *Existing*, *Existing + Site*, and *Future + Site* traffic-volume scenarios.



## EXISTING CONDITIONS

**Existing Traffic Volumes:** Existing AM and PM peak-hour traffic volumes at the following intersections were via video camera during the hours of 7:00-9:00 AM and 4:00-6:00 PM on Tuesday, April 23, 2024:

- Jackson Drive & 37<sup>th</sup> Terrace
- 37<sup>th</sup> Terrace & Sunterra Springs Drive
- 37<sup>th</sup> Terrace & Arrowhead Avenue

The counts were processed by Miovision Technologies, Inc. and can be found in the Appendix. In general, the AM peak hour generally occurred from 7:15 – 8:15 AM, and the PM peak hour generally occurred from 4:15 – 5:15 PM. The Existing AM and PM peak-hour volumes are shown on **Figure 1**.

**Existing Roadway Network:** Current roadway characteristics near the study area are summarized in **Table 1**.

*Table 1: Existing Roadway Characteristics*

| Roadway                  | Classification | Section | Median Type    | Posted Speed Limit  |
|--------------------------|----------------|---------|----------------|---------------------|
| Jackson Drive            | Major Arterial | 4-Lane  | Median-Divided | 35 mph              |
| 37 <sup>th</sup> Terrace | Collector      | 2-Lane  | Undivided      | 30 mph              |
| Arrowhead Avenue         | Collector      | 4-Lane  | Undivided      | Not Posted - 25 mph |

\*Classifications as listed in the City's Thoroughfare Plan

The intersection of Jackson Drive & 37<sup>th</sup> Terrace is currently operating under traffic signal control. Left-turn lanes are provided on all approaches to the intersection. Full pedestrian accommodations are provided on all legs of the intersection with pedestrian signal heads and pushbuttons. The intersection of 37<sup>th</sup> Terrace & Arrowhead Avenue is currently operating under two-way stop control on the minor-road approaches. Arrowhead Lane is four lanes south of 37<sup>th</sup> Terrace and two lanes north of 37<sup>th</sup> Terrace.

A sidewalk is currently present along the west side of Jackson Drive along the frontage of the property. A shared-use path is provided on the east side of Jackson Drive. A sidewalk is present on the north side of 37<sup>th</sup> Terrace approximately 200' west of Jackson Drive, then stops and resumes at the Sunterra Springs property.

RideKC has an existing bus route along 37<sup>th</sup> Terrace with a stop just west of Sunterra Springs, as well as a route along Jackson Drive.

## PROPOSED CONDITIONS

**Proposed Land Use:** The proposed Infinity 360 Apartments multi-family development includes 360 apartment units in a single, four-story building. The site plan for the proposed development is shown on **Exhibit 1**.

**Proposed Access Plan:** The development will be served by two full-access driveways; one on Jackson Drive and one on 37<sup>th</sup> Terrace. **Table 2** summarizes the access locations. Note: Distances are taken from the center of the intersection.

**Table 2: Proposed Site Access**

| Access Name | Intersecting Roadway     | Access Type | Access Location                                |
|-------------|--------------------------|-------------|------------------------------------------------|
| Drive 1     | Jackson Drive            | Full Access | Approx. 775' north of 37 <sup>th</sup> Terrace |
| Drive 2     | 37 <sup>th</sup> Terrace | Full Access | Approx. 355' west of Jackson Drive             |

It should be noted that Drive 2 is only approximately 100' east, center to center, from the Sunterra Springs driveway, which is not an ideal spacing for adjacent driveways. However, the volumes into and out of the Sunterra Springs driveway were less than 10 vehicles per hour during the peak hours and would not be expected to cause regular conflict.

**Intersection Sight Distance:** Intersection sight-distance measurements were taken in the field at the locations of the proposed site driveways. Based on AASHTO's *A Policy on Geometric Design of Highways and Streets*, the amount of sight distance that is desirable for a 35-mph road (Jackson Drive) is 390' for a left-turning vehicle (Case B1) and 335' for a right-turning vehicle (Case B2). The amount of sight distance that is desirable for a 30-mph road (37<sup>th</sup> Terrace) is 335' for a left-turning vehicle (Case B1) and 290' for a right-turning vehicle (Case B2).

The results of the intersection sight distances recorded in the field are summarized below. It should be noted that if available sight distance was well over the recommended value, a field measured value of ">distance" is recorded below. If the sight-distance requirements were not easily reached by simple observation, actual distances were recorded.

#### Jackson Drive & Proposed Drive 1 (North Drive)

|                       | <u>AASHTO Recommended</u> | <u>Field Measured</u> |
|-----------------------|---------------------------|-----------------------|
| Left-Turning Vehicle  | 390'                      | >390'                 |
| Right-Turning Vehicle | 335'                      | 685'                  |



### 37<sup>th</sup> Terrace & Proposed Drive 2 (South Drive)

|                       | <u>AASHTO Recommended</u> | <u>Field Measured</u> |
|-----------------------|---------------------------|-----------------------|
| Left-Turning Vehicle  | 335'                      | 495'                  |
| Right-Turning Vehicle | 290'                      | >290'                 |



**Trip Generation:** The estimated trip generation for the proposed Infinity 360 Apartments development was based upon the 11<sup>th</sup> Edition of the Institute of Transportation Engineers (ITE) *Trip Generation Handbook* for Land Use 221-Multi-Family (Mid-Rise). **Table 3** depicts the trip generation for the site.

**Table 3: Proposed Trip Generation**

|                                         |     |      |              | AM Peak Hour<br>(VPH) |    |     | PM Peak Hour<br>(VPH) |    |     |
|-----------------------------------------|-----|------|--------------|-----------------------|----|-----|-----------------------|----|-----|
| Land Use                                | Qty | Unit | ADT<br>(VPD) | TOTAL                 | IN | OUT | TOTAL                 | IN | OUT |
| 221 – Multifamily Housing<br>(Mid-Rise) | 300 | DU   | 1,634        | 147                   | 34 | 113 | 141                   | 86 | 55  |

**Trip Distribution:** Estimates of the expected trip distribution to and from the Infinity 360 Apartments development were based upon the available and planned street network and existing traffic flow. The trip-distribution patterns that were utilized are as follows:

- To the north via Jackson Drive 5%
- To the south via Jackson Drive 40%
- To the east via 37<sup>th</sup> Terrace 20%
- To the west via 37<sup>th</sup> Terrace 35%

**Existing + Site Traffic Volumes:** The expected development-related traffic volumes were added to the existing volumes and were assigned to the existing and planned street system. The *Existing + Site* AM and PM peak-hour volumes are shown on **Figures 2 & 3**, respectively.

**Future + Site Traffic Volumes:** Historical ADT traffic volumes from the years 2016-2050 as shown in the Mid America Regional Council (MARC) model were analyzed to determine an appropriate

growth rate for a future 20-year design volume. The results indicated a fairly flat growth rate. However, due to the potential for development still occurring in the area, a growth rate of 2% per year for 20 years was utilized. The site-generated traffic volumes from Infinity 360 Apartments development were added to these background future traffic volumes to develop the *Future + Site* AM and PM peak-hour traffic volumes and are shown **Figures 4 & 5**, respectively.

## ANALYSES

A series of intersection capacity analyses were completed at the study intersections to determine the expected levels of service, the lengths of delays, and the vehicle queues experienced by drivers. The study intersections were analyzed based upon the 7<sup>th</sup> Edition of the Transportation Research Board's (TRB) *Highway Capacity Manual*. A description of the level-of-service criteria used in these analyses is shown below:

| Level of Service Definitions |                                                               |                                                                 |
|------------------------------|---------------------------------------------------------------|-----------------------------------------------------------------|
| Level of Service             | Signalized Intersection<br>Average Control Delay<br>(sec/veh) | Unsignalized Intersection<br>Average Control Delay<br>(sec/veh) |
| A                            | <10                                                           | <10                                                             |
| B                            | <20                                                           | <15                                                             |
| C                            | <35                                                           | <25                                                             |
| D                            | <55                                                           | <35                                                             |
| E                            | <80                                                           | <50                                                             |
| F                            | ≥80                                                           | ≥50                                                             |

The amount of control delay is assigned a level of service based on driver acceptance with LOS "A" representing little or no delay and LOS "F" representing long delays. The queues shown on the figures represent the 95<sup>th</sup> percentile queue, or the queue that has only a 5% chance of being exceeded during the peak hour. All capacity analysis output is included in the Appendix attached to this report. It should be noted that all completed analyses utilized the Synchro 12 software package.

**Existing Traffic Conditions:** **Figures 6 & 7** depict the results of the completed analyses for the existing AM and PM peak-hour traffic volume scenarios. As shown on the figures, all individual movements at the study intersections currently operate at LOS "C" or better with minimal queuing.

**Existing + Site Traffic Conditions:** As shown on **Figures 8 & 9**, all individual movements at the study intersections would be expected to operate at LOS "C" or better with minimal queuing with the addition of the Infinity 360 Apartments development.

### Turn Lane Warrants

Left-turn and right-turn lane warrants were analyzed in conjunction with MoDOT's *Access Management Guidelines* for the proposed driveway intersections and can be found in the Appendix. No turn lanes would be warranted for the *Existing + Site* traffic volume scenario.

**Future + Site Traffic Conditions:** The results of the capacity analysis for the *Future + Site* traffic volume scenario are shown on **Figures 10 & 11**. As shown on the figures, all individual movements at the study intersections would be expected to operate at LOS "C" or better during the *Future + Site* volume scenario.

### Turn Lane Warrants

Left-turn and right-turn lane warrants were analyzed in conjunction with MoDOT's *Access Management Guidelines* for the proposed driveway intersections and can be found in the Appendix. No turn lanes would be warranted for the *Future + Site* traffic volume scenario.

## SUMMARY & RECOMMENDATIONS

This traffic study summarizes the anticipated traffic impacts of the proposed Infinity 360 Apartments development.

Left-turn and right-turn lane warrants at the driveway intersections were analyzed in conjunction with MoDOT's *Access Management Guidelines*, and no turn lanes would be warranted at either site driveway.

It should be noted that the site plan shows a full-access driveway that would require a median break along Jackson Drive. Although a northbound left-turn lane is not warranted due to traffic volumes at this intersection, a median break without a dedicated turn lane is not recommended as drivers would not be expecting a left-turn driver slowing down to make the turn on a divided roadway without a left-turn lane present. There is an existing bridge just north of the intersection and a significant retaining wall on the east side of Jackson Drive that would make it difficult to construct a northbound left-turn lane. If a dedicated left-turn lane is not feasible, the driveway access should be limited to right-in/right-out access.

In general, acceptable traffic operations can be expected in and around the proposed development with the addition of the Infinity 360 Apartments development. The development traffic will have minimal impact on the traffic operations in the study area. No improvements would be required.

We appreciate the opportunity to serve you on this very important project. Please feel free to contact us if you should have any questions.

Respectfully submitted,  
**Merge Midwest Engineering, LLC**

A handwritten signature in blue ink that reads "Janelle M. Clayton". The signature is written in a cursive, flowing style.

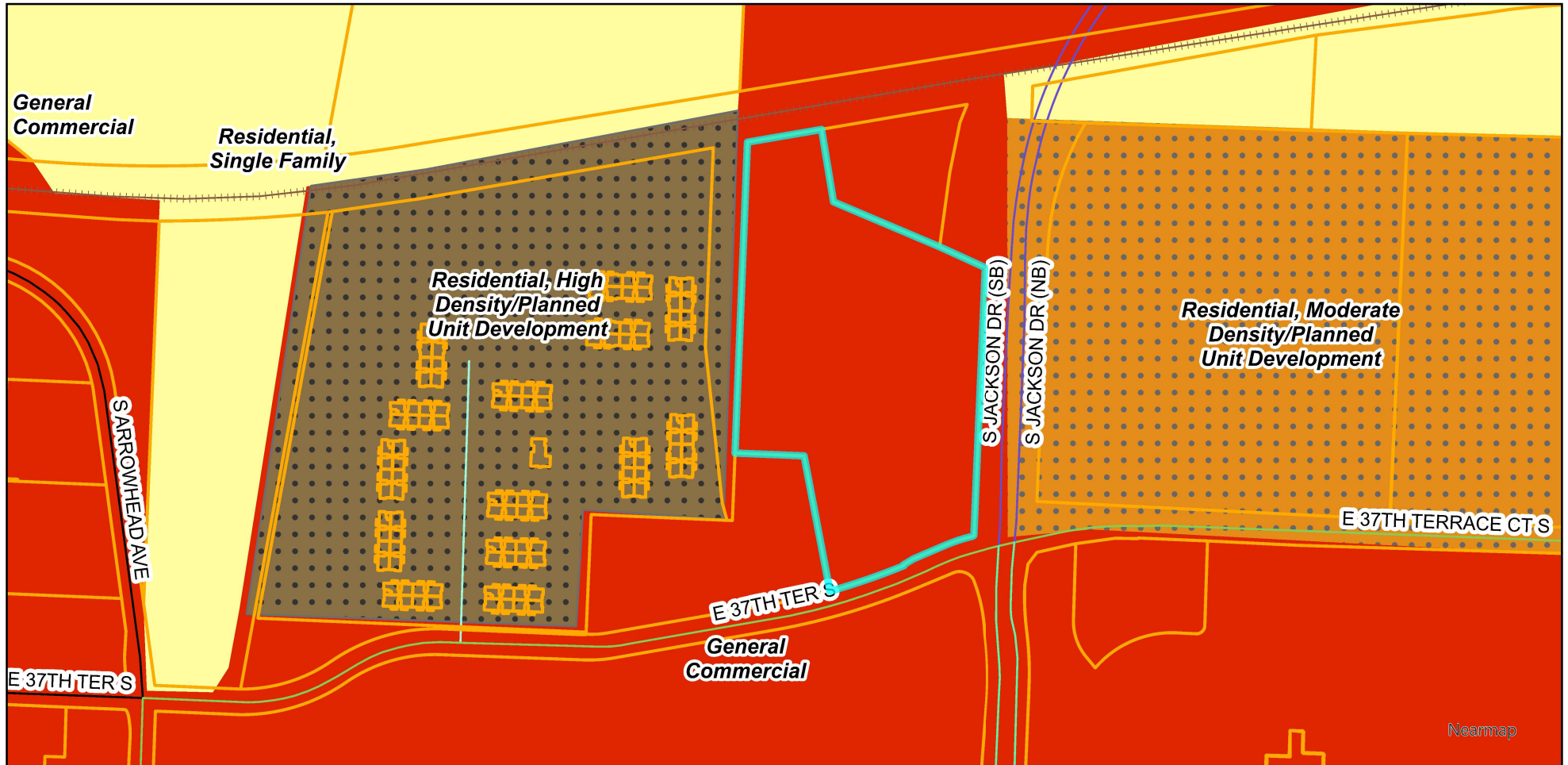
Janelle M. Clayton, P.E., PTOE  
Manager / Co-Owner



# Zoning Map

19300 E 37th Terr S

Case #25-125-02



## Legend

Parcels

### Zoning District

C-2

R-18/PUD

R-30/PUD

R-6



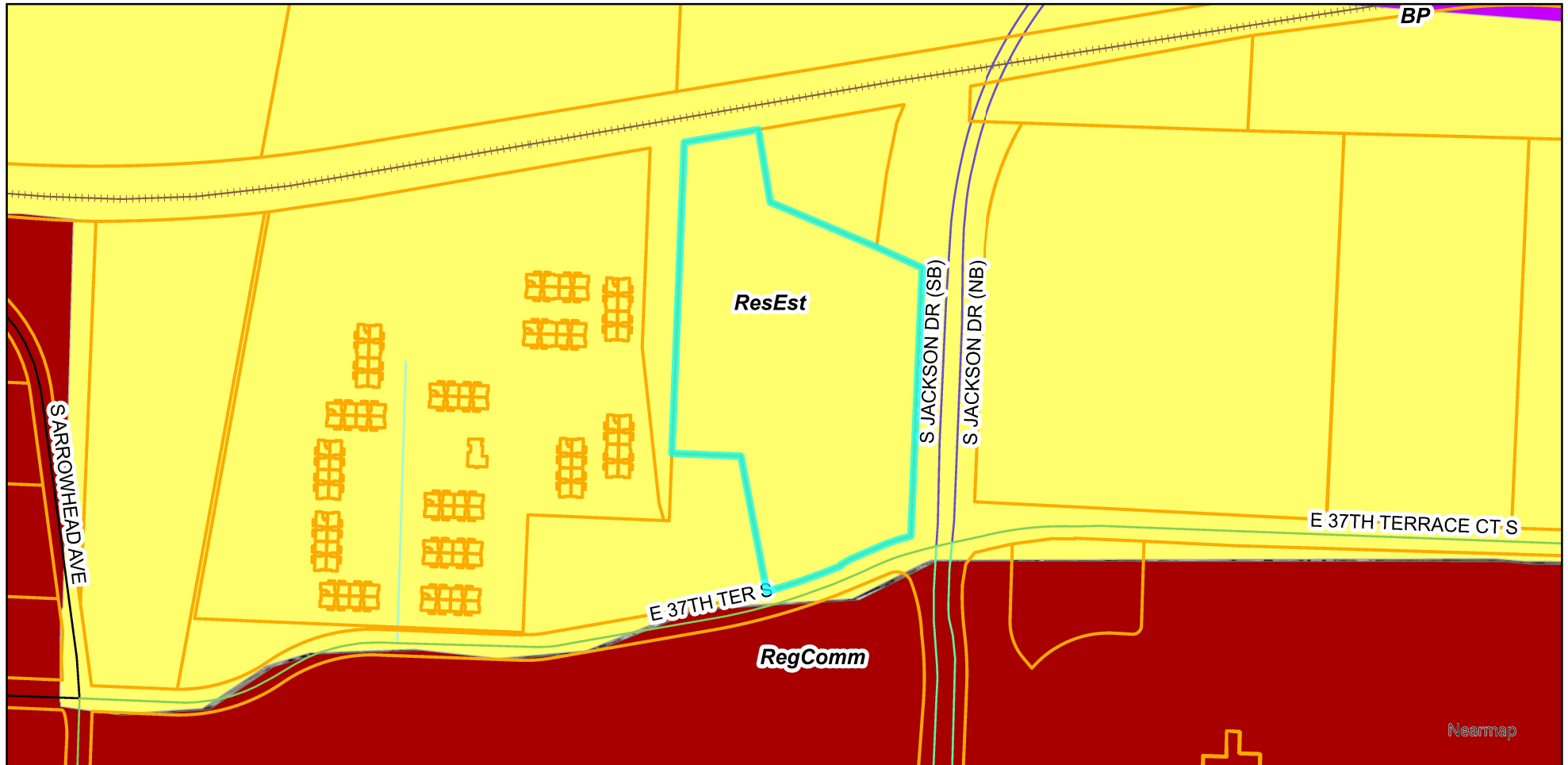
0 250 500 1,000 US Feet

Prepared For: Planning Commission  
Meeting Date: June 24, 2025

# Comprehensive Plan Map

19300 E 37th Terr S

Case #25-125-02



## Legend

 Parcels

### Comprehensive Plan

 Residential Neighborhoods

 Regional Commercial

 Business Park



0 250 500 1,000 US Feet

Prepared For: Planning Commission  
 Meeting Date: June 24, 2025





## Planning Commission Minutes

June 24, 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 6/24/2025, in the 111 E Maple Avenue, Independence, MO 64050. The meeting was called to order.

### ROLL CALL

Upon roll call, the following members were present - Laurie Dean Wiley, Eric Ashbaugh, Edward Nesbitt, Dan O'Neill, Virginia Ferguson, Jose Torres, Michael Young. Absent - .

### CONSENT AGENDA

The Consent Agenda consists of routine items of business to be acted upon by the Planning Commission with little or no public discussion. The staff or committee recommendation for each item is included in the Planning Commission packet. Any item may be removed by a commissioner or staff member to become part of the regular agenda.

#### 1. Planning Commission Minutes – June 10, 2025

#### 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.

### CASE WITHDRAWN

#### 1. Case 25-400-08 – Short-Term Rental – 2104 N. Liberty St – A request to operate a Short-Term Rental.

Gabe Glaser noted this case has been withdrawn.

## **PUBLIC HEARING**

1. **Case 25-125-02 – Rezoning/PUD – 19300 E. 37<sup>th</sup> Terrace** – A request to rezone the property from C-2 (General Commercial) to R-30/PUD (High Density Residential/Planned Unit Development) and approving a preliminary development plan.

### **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.

In response to Commissioner Nesbitt's question, Mr. Arroyo stated the updated Housing Study showed we still had room for close to 700 new apartments. He noted this was approved last year but has changed significantly. Mr. Arroyo said the previously approved apartments throughout the City are accounted for in the number of units needed per the Housing Study. Commissioner Nesbitt asked if there are EV chargers and expressed concern that they are not required.

### **Applicant Comments**

Jason Osborne, 1526 Grand Blvd, Kansas City, stated he represents the Architecture firm and explained this has remained undeveloped because of the topography. Mr. Osborne said with the previous approved plan, they would have had to bring in too much fill. He stated they worked with planning staff to bring a better plan forward. Mr. Osborne noted they have more green space with this plan and will have more parking per unit than the previous plan. He stated this development team is focused on providing quality housing and would be market based on pricing.

In response to Commissioner O'Neill's question, Mr. Osborne stated their engineers have looked at this design and they believe they can handle any water concerns.

In response to Commissioner Nesbitt's question, Mr. Osborne said this structure is similar to the new Legends 267 apartments and the Oxbow Apartments in North Kansas City. Mr. Osborne noted this is strictly residential land and will be at the upper end of the middle price point. Mr. Osborne said each apartment will have individual water and electric meters and that equipment will be on the roof. He said although there is no requirement for EV charging stations, they do plan to have a couple.

In response to Chairwoman Wiley's question, Mr. Osborne said amenities will most likely include a fitness center, tranquility quarter, courtyard, coffee station, group area and community area for resident events.

In response to Commissioner Ashbaugh's question, Mr. Osborne said this will have a large courtyard with an amenity deck that includes a pool, grills, a walking track and playground. Mr. Osborne said there will not be a pickleball court because of the noise and noted there will be elevators for residents.

### **Public Comments**

No public comments.

### **Motion**

Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Dan O'Neill seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

### **OTHER BUSINESS**

1. **Case 25-400-06 – Short-Term Rental – 3712 S. Crysler Ave** – A request to operate a Short-Term Rental.

### **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.

Mr. Glaser noted the City received a valid protest petition from those within 185 feet of the property and the Planning Commission would be making a recommendation to the City Council.

In response to Chairwoman Wiley's question, Mr. Glaser stated Business License staff did find this business operating illegally and told them to cease operations. After a second request to cease operation, they contacted staff and started this approval process.

### **Applicant Comments**

Michael Fry, 2118 NW Killarney Lane, Lee's Summit, explained that there is a pole barn in the back of the property that they use for boat storage. He said they were not aware that a license was required to run a Short-Term Rental. Mr. Fry said they didn't know they could turn off new reservations when they were first contacted by the City. He said this would be great for the community. Mr. Fry said they've put a new roof on the house and said they've made lots of improvements to the property. He said in the first couple of months they did have someone that had a party, so they no longer allow one-night or same-day reservations. Mr. Fry said they have a 5-star rating and haven't had any parties since making those changes.

Commissioner Nesbitt noted to Mr. Fry that if this is approved the county taxes will move to a commercial rate.

In response to Commissioner Young's question, Mr. Fry said the room behind the garage is used for the washer and dryer and a pantry.

In response to Chairwoman Wiley's question, Mr. Fry said they purchased the house next door and have plenty of parking. He said he talks to the neighbor to the south of this property and

hasn't had any issues with her. He said he has had issues with a neighbor to the north.

In response to Commissioner Ashbaugh's question, Mr. Fry said the protest petition may be because of the one party that was held there, but he's not sure.

### **Public Comments**

No public comments.

### **Motion**

Commissioner Dan O'Neill made a motion to approve the case. Commissioner Michael Young seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

2. **Case 25-400-07 – Short-Term Rental – 3804 S. Woodland Ave** – A request to operate a Short-Term Rental.

### **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.

In response to Chairwoman Wiley's question, Mr. Glaser stated this applicant has not been operating.

### **Applicant Comments**

Dudley and Lynn Collums, 8406 S Outer Belt Road, Oak Grove, stated they are available for any questions. Ms. Collums said this is a great house and in a great location close to the stadiums. She stated all of her kids have a short-term rental, so they figured they need one too.

### **Public Comments**

No public comments.

### **Motion**

Commissioner Dan O'Neill made a motion to approve the case. Commissioner Jose Torres seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

## **ROUNDTABLE - NEXT MEETING JULY 15, 2025**

Chairwoman Wiley noted Commissioner Torres will be out of the country, so the Election of Officers will be the second meeting in August.

Chairwoman Wiley stated Commissioner Young is on the FIFA Committee and will provide the Commissioners some information via email.

Chairwoman Wiley said the application for Wally's will be pushed out about six weeks and will not be before the Planning Commission in July as originally planned.

#### **ADJOURNMENT**

*The meeting was adjourned at 7:09 p.m.*

# City of Independence

## AGENDA ITEM COVER SHEET

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**Agenda Title:**

25-062 **1R** An ordinance vacating a portion of an existing Right-of-Way and accepting new Right-of-Way of all that part of 2020 Quail Drive lying in, on, and across replat of Lot 1 of ISD East Elementary Center, a subdivision of Independence, Jackson County, Missouri. **1R**

**Recommendations:**

Council approval is recommended.

**Background:**

Staff has received a request for vacation of right-of-way from the property owner at 2020 S. Quail Drive. The purpose of the proposed vacation and rededication of the southern portion of the Quail Drive right-of-way—originally platted in the Replat of Lot 1 of ISD East Elementary Center—is to realign the right-of-way with the current location of Quail Drive, as reflected in the Little Blue Estates, First Plat. This replat shifted Quail Drive westward to accommodate residential lots on both sides of the roadway.

The request includes the vacation of approximately 60 feet of right-of-way and the rededication of the realigned section. After reviewing the application, staff believes the proposed vacation and rededication will facilitate additional development of adjacent properties by aligning infrastructure with current construction plans. The proposal imposes no cost to the City.

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

There is no fiscal impact to the City.

**Council Action:**

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**Department /  
Contact**

Municipal Services /

---

**REVIEWERS**

Richard Kemple  
Melissa Cabrera

Jeremy Cover  
Zachary Walker  
Susanne Holland

**ATTACHMENTS:**

1. MS.Vacation and Dedication Ordinance - 2020 Quail Drive
2. Right-of Way Vacation Application-Quail Drive
3. Quail Drive-Right-of-Way Vacation\_Signed & Sealed
4. Quail Drive-Right-of-Way Re-Alignment\_Signed & Sealed

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

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

AN ORDINANCE VACATING A PORTION OF AN EXISTING RIGHT-OF-WAY AND ACCEPTING NEW RIGHT-OF-WAY OF ALL THAT PART OF 2020 QUAIL DRIVE LYING IN, ON, AND ACROSS REPLAT OF LOT 1 OF ISD EAST ELEMENTARY CENTER, A SUBDIVISION IN INDEPENDENCE, JACKSON COUNTY, MISSOURI.

WHEREAS the Right-Of-Way was recorded via plat in 2011 on page 8 in Book 138 of the Jackson County, Missouri Deed Records; and,

WHEREAS the vacation of the sixty (60) feet of Right-Of-Way will support additional development of the neighboring property; and,

WHEREAS the acceptance of the new sixty (60) feet of Right-Of-Way will also support additional development of the neighboring property providing better alignment with the new construction plans

WHEREAS, the City has received a request for vacation from the property owner.

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

SECTION 1. That the City Council of the City of Independence, Missouri does hereby vacate the Right-Of-Way, recorded via plat in Book 138, Page 8 in its entirety and described as follows:

DESCRIPTION: Right-of-Way Vacation – South Quail Drive

All that part of S. Quail Drive as established by REPLAT OF LOT 1 OF ISD EAST ELEMENTARY CENTER, a subdivision of land in the City of Independence, Jackson County, Missouri, being more particularly described as follows:

BEGINNING at the Southeast corner of said REPLAT OF LOT 1 OF ISD EAST ELEMENTARY CENTER; thence North 87°46'10" West along the South line thereof a distance of 60.00 feet to the West right-of-way line of said S. Quail Drive; thence North 02°54'30" East along said right-of-way line a distance of 162.94 feet; thence departing said right-of-way line along a curve to the left whose initial tangent bears North 37°13'18" East with a central angle of 47°19'43" a radius of 330.00 feet and an arc length of 272.59 feet to the East right-of-way line of said S. Quail Drive; thence Southerly, along said East right-of-way line along a curve to the right whose initial tangent bears South 10°06'25" East with a central angle of 13°00'55" a radius of 430.00 feet and an arc length of 97.68 feet to the East line of said REPLAT OF LOT 1 OF ISD EAST ELEMENTARY CENTER; thence South 02°54'30" West along said East line and the East line of said S. Quail Drive a distance of 325.74 feet to the POINT OF BEGINNING.

Containing 13,706 square feet more or less.

SECTION 2. That the City Council of the City of Independence, Missouri does hereby accept the new Right-Of-Way in its entirety and described as follows:

DESCRIPTION: Proposed Right-of-Way Re-Alignment – South Quail Drive

All that part of Lot 1, REPLAT OF LOT 1 OF ISD EAST ELEMENTARY CENTER, a subdivision of land in the City of Independence, Jackson County, Missouri, being more particularly described as follows:

Commencing at the Southeast corner of said REPLAT OF LOT 1 OF ISD EAST ELEMENTARY CENTER; thence North 87°46'10" West along the South line thereof a distance of 115.01 feet to the POINT OF BEGINNING; thence continuing North 87°46'10" West along said South line a distance of 60.00 feet; thence departing said South line North 02°54'30" East a distance of 0.65 feet; thence Northerly and Northeasterly along a curve to the right having a radius of 330.00 feet, a central angle of 35°38'52" and an arc length of 205.32 feet to a point of reverse



curvature; thence along said reverse curve to the left being tangent to the last described course, having a radius of 270.00 feet, a central angle of 48°39'47" and an arc length of 229.32 feet to the Westerly Right-of-way line of South Quail Drive as it currently exists; thence North 79°53'35" East a distance of 60.00 feet to the Easterly Right-of-way line of said South Quail Drive; thence Southerly and Southwesterly along a curve to the right whose initial tangent bears South 10°06'25" East, having a radius of 330.00 feet, a central angle of 48°39'47" and an arc length of 280.28 feet to a point of reverse curvature; thence Southwesterly and Southerly along said reverse curve to the left being tangent to the last described course, having a radius of 270.00 feet, a central angle of 35°38'07" and an arc length of 167.93 feet to the POINT OF BEGINNING.  
Containing 26,505 square feet or 0.6085 acres more or less

**SECTION 3.** That the Municipal Services Department is directed to file for record a certified copy of this ordinance in the Office of the Division of Property Records, in and for the County of Jackson, State of Missouri, at Independence.

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

ATTEST:

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

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

APPROVED - FORM AND LEGALITY:

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

REVIEWED BY:

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

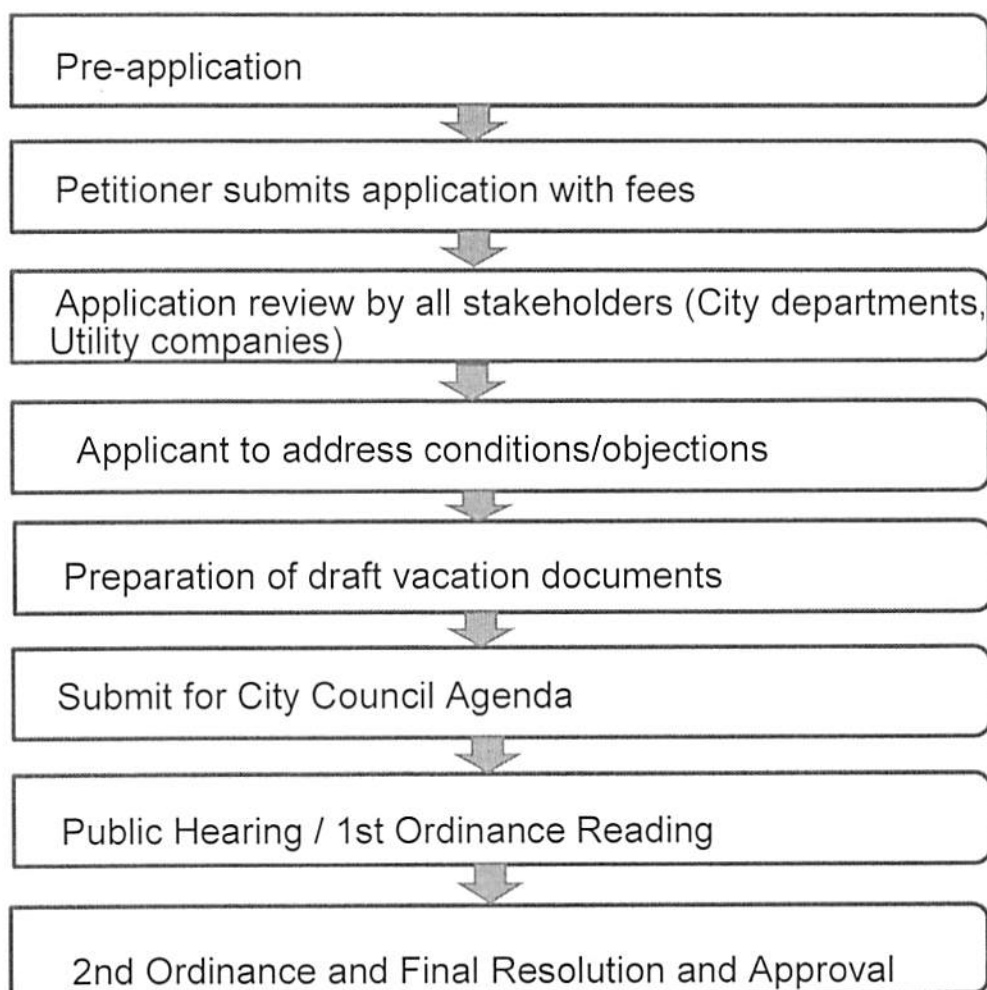
\_\_\_\_\_  
Director of Finance and Administration  
City of Independence, Missouri



# INDEPENDENCE

★ MUNICIPAL SERVICES ★

## RIGHT-OF-WAY VACATION PROCESS AND TIMELINE



**Right-Of-Way Vacation or Plat Application**  
**City of Independence Municipal Services – Right-of-Way Division**  
**111 E. Maple Ave., Independence, MO 64050 (816) 325-7617**

(Note: The applicant may be required to administer a petition if vacation is determine to impact multiple properties)

**1. CONTACT INFORMATION**

Applicant Dale Herl Company Independence School District  
Address 201 N. Forest City & State Independence, MO Zip 64050  
Telephone (816 ) 521-5300 Email dale\_herl@idschools.org

Property Owner(s) (if different from applicant) Independence School District- Dale Herl  
Address 201 N. Forest City & State Independence, MO Zip 64050  
Telephone (816 ) 521-5300 Email dale\_herl@idschools.org

Agent/Contact Kevin Sterrett, PE,PLS Company Hg Consult, Inc.  
Address 1533 Locust St. City & State Kansas City,MO Zip 64108  
Telephone (816 ) 703-7098 Email ksterrett@hgcons.com

**All correspondence should be sent to (check ONE):**

☐ Applicant's Property ☐ Owner ☒ Agent

**2. VACATION LOCATION / ADDRESS**

South Quail Drive at the southeast corner of the Little Blue Elementary property  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

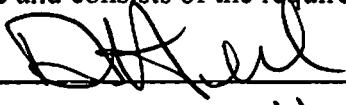
**3. REQUIRED ATTACHMENTS**

- ☒ Letter of Purpose – Please submit a letter addressed to Municipal Services briefly explaining the purpose of the requested vacation.
- ☒ Completed Application
- ☒ \$300.00 fee (Payable to City of Independence)
- ☒ Map showing right-of-way to be vacated
- ☒ Legal description may be required if an easement is to be reserved.

4. **PUBLIC UTILITIES:** An easement must be reserved in the vacation for an; public utility existing within the vacation area. If the applicant chooses to clear the area of these utilities, it is the responsibility of the applicant to make arrangements with the utility companies for the relocation prior to completion of the vacation. All costs in connection with the relocation of these facilities must be borne by the applicant.

5. The information presented with this application is true and correct to the best of the undersigned's knowledge and consists of the required items as listed above, necessary for a complete application.

Signature



Printed Name

Dale Hert

Date

5/11/23

---

Official Use Only – Do Not Write in this Area

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☐ Approved ☐ Not Approved

Vacation Approved by \_\_\_\_\_ Date \_\_\_\_\_

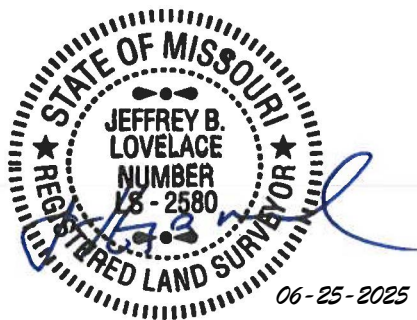
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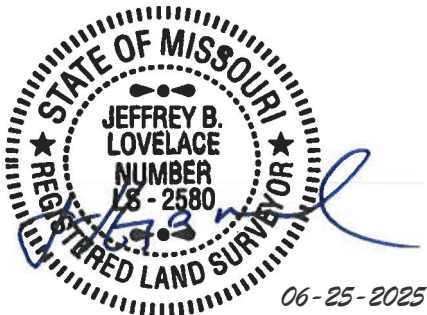
DESCRIPTION: Right-of-Way Vacation – South Quail Drive

All that part of S. Quail Drive as established by REPLAT OF LOT 1 OF ISD EAST ELEMENTARY CENTER, a subdivision of land in the City of Independence, Jackson County, Missouri, being more particularly described as follows:

**BEGINNING** at the Southeast corner of said REPLAT OF LOT 1 OF ISD EAST ELEMENTARY CENTER; thence North  $87^{\circ}46'10''$  West along the South line thereof a distance of 60.00 feet to the West right-of-way line of said S. Quail Drive; thence North  $02^{\circ}54'30''$  East along said right-of-way line a distance of 162.94 feet; thence departing said right-of-way line along a curve to the left whose initial tangent bears North  $37^{\circ}13'18''$  East with a central angle of  $47^{\circ}19'43''$  a radius of 330.00 feet and an arc length of 272.59 feet to the East right-of-way line of said S. Quail Drive; thence Southerly, along said East right-of-way line along a curve to the right whose initial tangent bears South  $10^{\circ}06'25''$  East with a central angle of  $13^{\circ}00'55''$  a radius of 430.00 feet and an arc length of 97.68 feet to the East line of said REPLAT OF LOT 1 OF ISD EAST ELEMENTARY CENTER; thence South  $02^{\circ}54'30''$  West along said East line and the East line of said S. Quail Drive a distance of 325.74 feet to the **POINT OF BEGINNING**.

Containing 13,706 square more or less.





Lot 1  
Replat of Lot 1  
of ISD East Elementary Center

$R=330.00'$   
 $L=272.59'$   
 $\Delta=47^{\circ}19'43''$   
 $ITB=N37^{\circ}13'18''E$

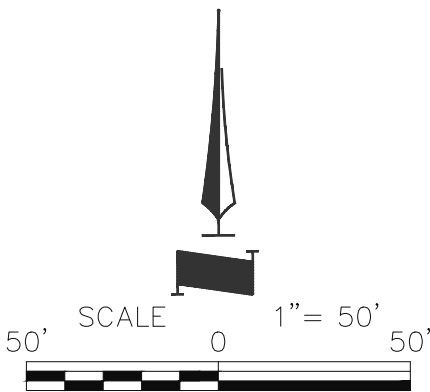
Existing  
S. Quail Drive  
60' Right-of-Way

Tract A,  
Replat of Lot 1  
of ISD East  
Elementary Center

$R=430.00'$   
 $L=97.68'$   
 $\Delta=13^{\circ}00'55''$   
 $ITB=S10^{\circ}06'25''E$

E. Line,  
Replat of Lot 1 of ISD  
East Elementary Center

Unplatted  
The School Dist of  
the City Indep No 30



S. Quail Drive  
(Future 60' Right-of-Way)

325.74'  
S02°54'30"W  
162.94'  
N02°54'30"E

VACATION OF  
ROAD RIGHT-OF-WAY  
AREA = 13,706 S.F.

S. Line, Replat of Lot 1 of  
ISD East Elementary Center

(Future)  
Lot 23,  
Little Blue Estates  
1st plat

(Future)  
Lot 1,  
Little Blue Estates  
1st plat

60.00'  
N87°46'10"W

P.O.B.  
SE Corner,  
Replat of Lot 1 of ISD  
East Elementary Center

SHEET  
1  
OF 1

EXHIBIT



LOVELACE & ASSOCIATES  
Land Surveying - Consulting Services  
929 SE 3rd Street  
Lee's Summit, Missouri 64063  
Tel: (816) 347-9997 Fax: (816) 347-9979

Project No: 21164  
Drawn By: JBL  
Checked By: JBL  
Date: 01-19-2023  
Scale: 1" = 50'  
File Name:  
21164-RW EXHIBITS

# RIGHT-OF-WAY VACATION A PORTION OF S. QUAIL DRIVE

INDEPENDENCE, JACKSON COUNTY, MISSOURI

Prepared For:

D & D RESIDENTIAL  
DEVELOPMENT, LLC  
P.O. BOX 7014  
LEE'S SUMMIT, MO. 64064

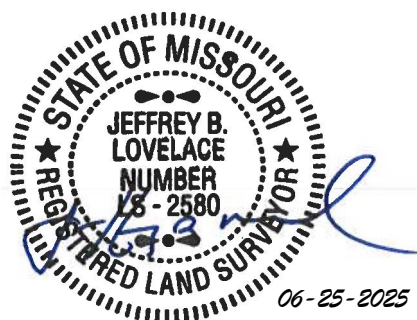
## **DESCRIPTION**

### **Proposed Right-of-Way Re-Alignment – South Quail Drive**

Containing 26,505 square feet or 0.6085 acres more or less

All that part of Lot 1, REPLAT OF LOT 1 OF ISD EAST ELEMENTARY CENTER, a subdivision of land in the City of Independence, Jackson County, Missouri, being more particularly described as follows:

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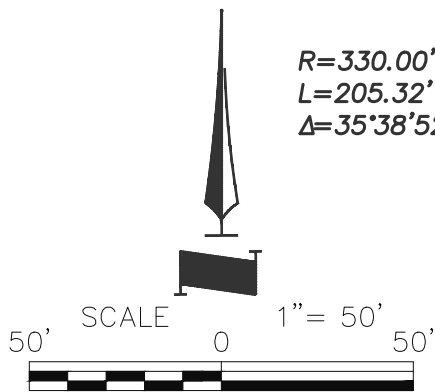
Lot 1  
Replat of Lot 1  
of ISD East Elementary Center

Grantor:  
The School Dist of the City Indep No 30  
201 N Forest Ave Indep, Mo 64050



S. QUAIL DRIVE  
PROPOSED RIGHT-OF-WAY  
RE-ALIGNMENT  
AREA = 26,505 S.F.

LINE 1 (L1)  
N02°54'30"E, 0.65'



S. Line, Replat of Lot 1 of  
ISD East Elementary Center

Unplatted

(Future)  
Lot 23,  
Little Blue Estates  
1st plat

R=330.00'  
L=205.32'  
Δ=35°38'52"

R=270.00'  
L=229.32'  
Δ=48°39'47"

N79°53'35"E  
60.00'

Existing  
S. Quail Drive  
60' Right-of-Way

Tract A,  
Replat of Lot 1  
of ISD East  
Elementary Center

R=330.00'  
L=280.28'  
Δ=48°39'47"  
ITB=S10°06'25"E

Unplatted  
The School Dist of  
the City Indep No 30

S. Quail Drive  
Existing 60' Right-of-Way  
(To be Vacated)

E. Line, Replat of Lot 1 of ISD East Elementary Center

R=270.00'  
L=167.93'  
Δ=35°38'07"

P.O.B. N87°46'10"W  
115.01'

(Future)  
Lot 1,  
Little Blue Estates  
1st plat

P.O.C.  
SE Corner,  
Replat of Lot 1 of ISD  
East Elementary Center

Project No: 21164  
Drawn By: JBL  
Checked By: JBL  
Date: 01-19-2023  
Scale: 1" = 50'  
File Name:  
21164-RW EXHIBITS

RIGHT-OF-WAY EXHIBIT  
**S. QUAIL DRIVE  
PROPOSED RIGHT-OF-WAY  
RE-ALIGNMENT**  
INDEPENDENCE, JACKSON COUNTY, MISSOURI

Prepared For:  
D & D RESIDENTIAL  
DEVELOPMENT, LLC  
P.O. BOX 7014  
LEE'S SUMMIT, MO. 64064

SHEET  
1  
OF 1

EXHIBIT



LOVELACE & ASSOCIATES  
Land Surveying - Consulting Services  
929 SE 3rd Street  
Lee's Summit, Missouri 64063  
Tel: (816) 347-9997 Fax: (816) 347-9979



# City of Independence

## AGENDA ITEM COVER SHEET

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**Agenda Title:**

25-063 **1R** An ordinance authorizing the City Manager to appropriate \$250,000 from the City of Independence Opioid Settlement Funds for the City's Alternative Response to Community Health program for Fiscal Year 2025-2026. **1R**

**Recommendations:**

Staff recommends approval of this item.

**Background:**

The City of Independence was awarded \$1,702,478.53 in opioid settlement funds, recognizing the substantial impact the opioid crisis has on local governments. As of May 31, 2025, approximately \$615,000 is available for future funding, with an additional \$53,000 received in June. These funds are intended for prevention, intervention, and treatment related to substance-use disorders, with eligible uses including the expansion of warm hand-off and recovery services.

The Alternative Response for Community Health (ARCH) program, an interdepartmental effort between Health & Animal Services and the Fire Department, is an innovative co-responder unit pairing paramedics with clinical social workers. The program serves individuals in crisis, including those dealing with substance abuse.

In 2024, ARCH:

Saved an estimated \$287,000 in emergency response costs.

Diverted 876 emergency responders back to service.

Conducted follow-up engagement with over 760 residents and their support networks.

City Resolution 24-719 allocated \$276,832.66 in opioid settlement funds to support ARCH in FY 2024-25. The Advisory Board of Health recommended at least \$250,000 annually for two fiscal years to sustain the program.

Although \$1 million in state funding for clinical social worker positions was secured through House Bill 10, it was fully vetoed in the FY2026 Missouri State Budget. The City now seeks to allocate \$250,000 from the Opioid Settlement Funds to cover salary and benefits for two licensed clinical social workers through Fiscal Year 2026. This maintains current response levels while staff continue to seek external funding for program sustainability and expansion.

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

Fiscal impact to the city is \$250,000 from the Opioid Settlement Funds in the Grants Fund (015). Revenues and expenditures are tracked by OPDS project code.

**Council Action:**

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|                                 |                              |
|---------------------------------|------------------------------|
| <b>Department /<br/>Contact</b> | Finance and Administration / |
|---------------------------------|------------------------------|

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**REVIEWERS**

Melissa Cabrera  
Melissa Cabrera  
Jeremy Cover  
Zachary Walker  
Susanne Holland

**ATTACHMENTS:**

1. Ordinance - ARCH 2025-2026
2. Approved\_uses\_of\_opioid\_funds
3. Shared\_Services\_Opioid\_Presentation\_7-14-23\_(1)

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

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

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO APPROPRIATE \$250,000 FROM THE CITY OF INDEPENDENCE OPIOID SETTLEMENT FUND FOR THE CITY'S ALTERNATIVE RESPONSE TO COMMUNITY HEALTH PROGRAM FOR FISCAL YEAR 2025-2026.

WHEREAS, The City Council of the City of Independence, Missouri, finds it necessary to fund the Alternative Response to Community Health Program; and,

WHEREAS, in February 2024, the City's Advisory Board of Health reviewed the approved uses of the opioid settlement funds and made a recommendation to the City that at least \$250,000 per year be set aside for the ARCH co-responder program over the next two years; and,

WHEREAS, per Council direction, the City shall pursue the highest and best use of these funds by seeking investments that compliment and support interventions with a solid evidence base, while also recognizing that these are not unlimited funds and that they are time-limited;

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

SECTION 1. The City Manager of the City of Independence, Missouri is authorized to appropriate Two Hundred and Fifty Thousand Dollars (\$250,000.00) from the City of Independence Opioid Settlement Funds in the Grants Fund (No. 015) to fund this program.

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  
City of Independence, Missouri

**EXHIBIT E****List of Opioid Remediation Uses****Schedule A  
Core Strategies**

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies (“*Core Strategies*”).<sup>14</sup>

**A. NALOXONE OR OTHER FDA-APPROVED DRUG TO REVERSE OPIOID OVERDOSES**

1. Expand training for first responders, schools, community support groups and families; and
2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

**B. MEDICATION-ASSISTED TREATMENT (“MAT”) DISTRIBUTION AND OTHER OPIOID-RELATED TREATMENT**

1. Increase distribution of MAT to individuals who are uninsured or whose insurance does not cover the needed service;
2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
4. Provide treatment and recovery support services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication and with other support services.

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<sup>14</sup> As used in this Schedule A, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

C. **PREGNANT & POSTPARTUM WOMEN**

1. Expand Screening, Brief Intervention, and Referral to Treatment (“*SBIRT*”) services to non-Medicaid eligible or uninsured pregnant women;
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder (“*OUD*”) and other Substance Use Disorder (“*SUD*”) / Mental Health disorders for uninsured individuals for up to 12 months postpartum; and
3. Provide comprehensive wrap-around services to individuals with OUD, including housing, transportation, job placement/training, and childcare.

D. **EXPANDING TREATMENT FOR NEONATAL ABSTINENCE SYNDROME (“*NAS*”)**

1. Expand comprehensive evidence-based and recovery support for NAS babies;
2. Expand services for better continuum of care with infant-need dyad; and
3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

E. **EXPANSION OF WARM HAND-OFF PROGRAMS AND RECOVERY SERVICES**

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions;
4. Provide comprehensive wrap-around services to individuals in recovery, including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. **TREATMENT FOR INCARCERATED POPULATION**

1. Provide evidence-based treatment and recovery support, including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails to provide treatment to inmates with OUD.

G. **PREVENTION PROGRAMS**

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);
2. Funding for evidence-based prevention programs in schools;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. **EXPANDING SYRINGE SERVICE PROGRAMS**

1. Provide comprehensive syringe services programs with more wrap-around services, including linkage to OUD treatment, access to sterile syringes and linkage to care and treatment of infectious diseases.

I. **EVIDENCE-BASED DATA COLLECTION AND RESEARCH ANALYZING THE EFFECTIVENESS OF THE ABATEMENT STRATEGIES WITHIN THE STATE**

## Schedule B Approved Uses

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

|                     |
|---------------------|
| PART ONE: TREATMENT |
|---------------------|

### A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (“OUD”) and any co-occurring Substance Use Disorder or Mental Health (“SUD/MH”) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:<sup>15</sup>

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (“MAT”) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (“ASAM”) continuum of care for OUD and any co-occurring SUD/MH conditions.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (“OTPs”) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Provide treatment of trauma for individuals with OUD (*e.g.*, violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (*e.g.*, surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

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<sup>15</sup> As used in this Schedule B, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

8. Provide training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Offer scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.
12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (“*DATA 2000*”) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
13. Disseminate of web-based training curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service–Opioids web-based training curriculum and motivational interviewing.
14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service for Medication–Assisted Treatment.

**B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY**

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.



4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

**C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED  
(CONNECTIONS TO CARE)**

Provide connections to care for people who have—or are at risk of developing—OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund SBIRT programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.
8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.

14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

**D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS**

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
  1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (“*PAARI*”);
  2. Active outreach strategies such as the Drug Abuse Response Team (“*DART*”) model;
  3. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
  4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (“*LEAD*”) model;
  5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
  6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (“CTI”), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

**E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME**

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (“NAS”), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women—or women who could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Provide training for obstetricians or other healthcare personnel who work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; and expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with NAS get referred to appropriate services and receive a plan of safe care.
6. Provide child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Provide enhanced family support and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.
10. Provide support for Children's Services—Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

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| PART TWO: PREVENTION |
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**F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS**

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs ("PDMPs"), including, but not limited to, improvements that:

1. Increase the number of prescribers using PDMPs;
2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increasing electronic prescribing to prevent diversion or forgery.
8. Educating dispensers on appropriate opioid dispensing.

**G. PREVENT MISUSE OF OPIOIDS**

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Funding community anti-drug coalitions that engage in drug prevention efforts.
6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (“SAMHSA”).
7. Engaging non-profits and faith-based communities as systems to support prevention.

8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

#### **H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)**

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities providing free naloxone to anyone in the community.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.
8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Supporting screening for fentanyl in routine clinical toxicology testing.

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|------------------------------|
| PART THREE: OTHER STRATEGIES |
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#### **I. FIRST RESPONDERS**

In addition to items in section C, D and H relating to first responders, support the following:

1. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

#### **J. LEADERSHIP, PLANNING AND COORDINATION**

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment



intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

#### **K. TRAINING**

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (*e.g.*, health care, primary care, pharmacies, PDMPs, etc.).

#### **L. RESEARCH**

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (*e.g.*, Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (“ADAM”) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

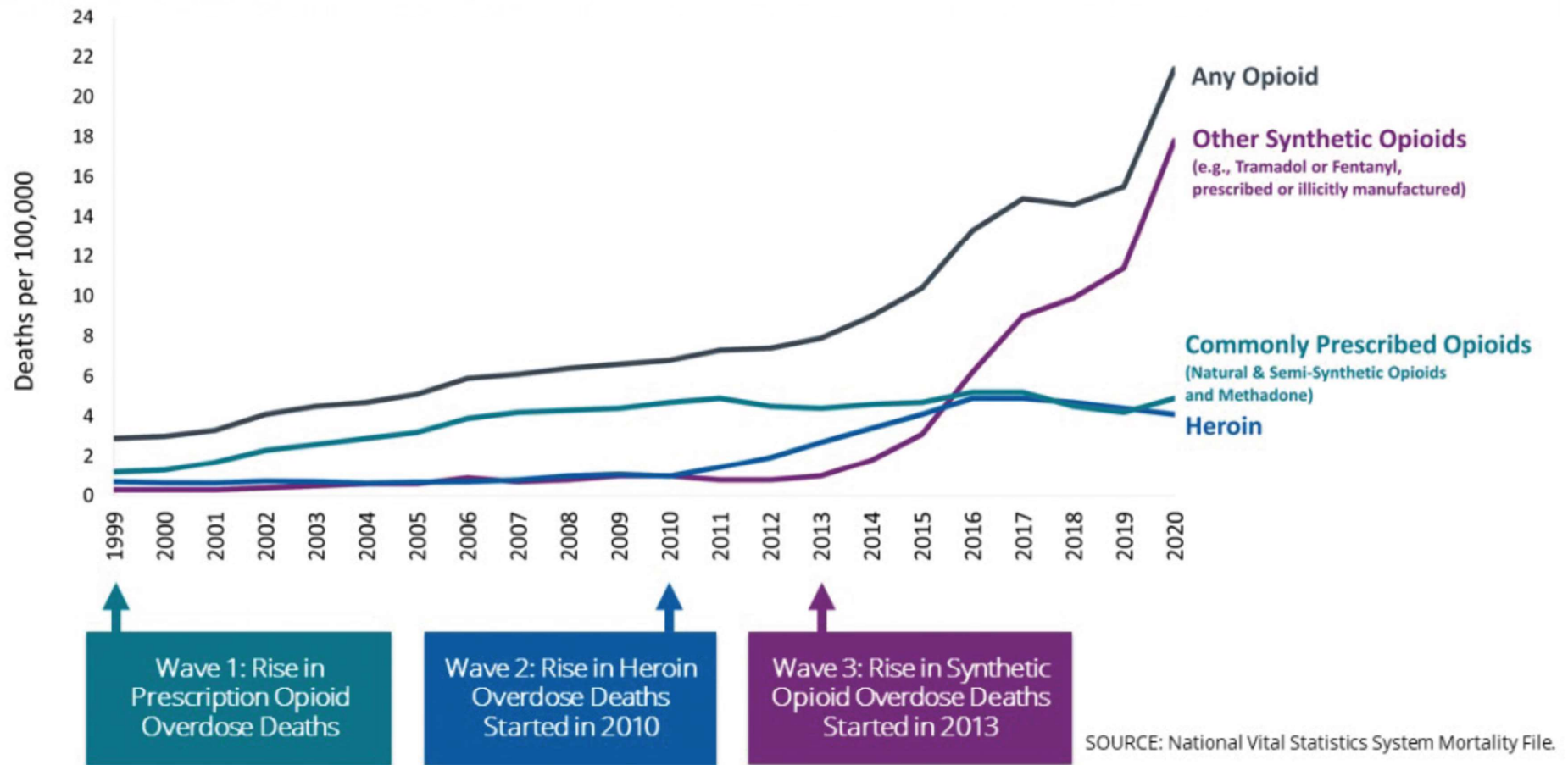
*July 14, 2023*

# The Opioid Crisis in the Kansas City Region

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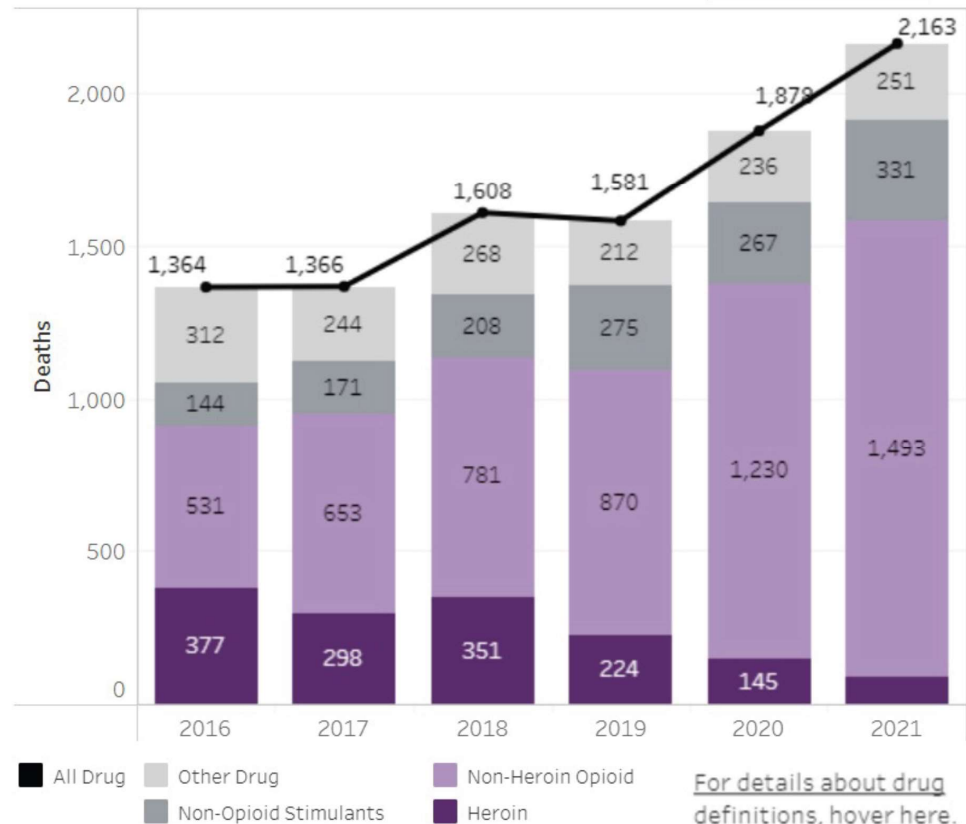
# Three Waves of Opioid Overdose Deaths



In Missouri,  
overdose deaths  
by non-heroin  
opioids increased  
**21%** between  
2020 and 2021.

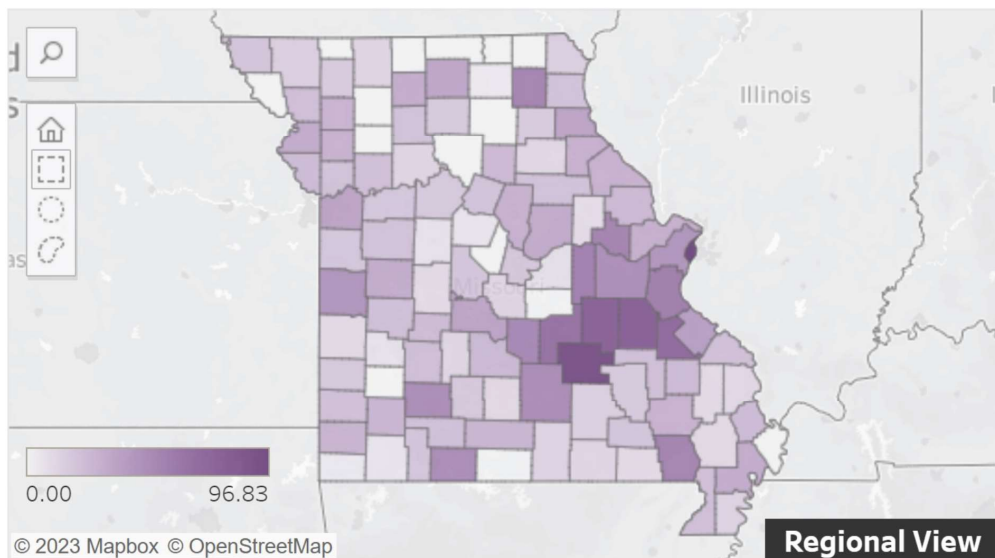
Missouri Resident Overdose Deaths

[Detailed View](#)

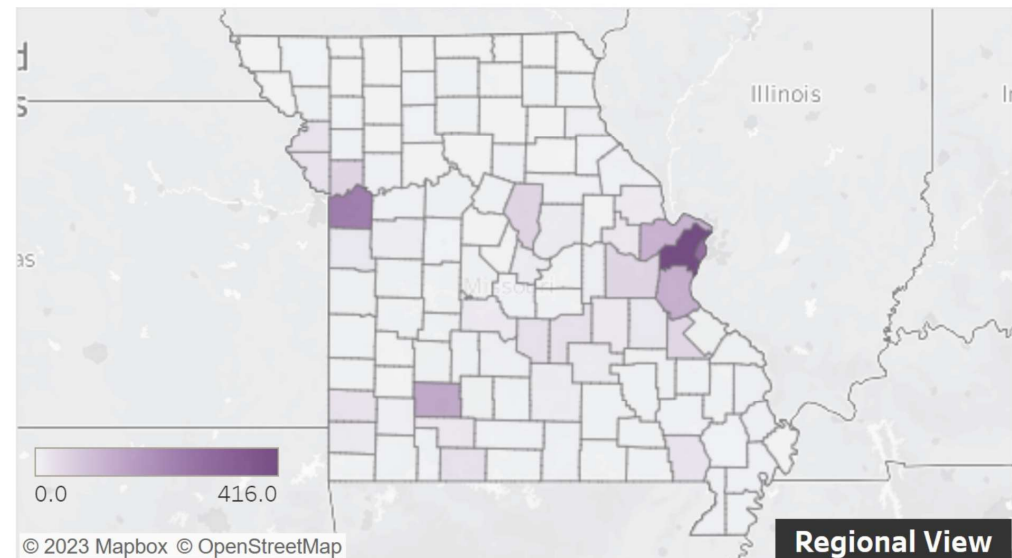


The Kansas City region has a high **number** of deaths, but **mortality rates** are higher in regions with smaller populations.

All Drug Overdose Mortality Rates in Missouri  
(Year: 2021)



All Drug Overdose Mortality Counts in Missouri  
(Year: 2021)





[illegible]

- Johnson County — approx. \$3M
- Unified Government — approx. \$3M

- Clay County — approx. \$1.4M
- Jackson County — approx. \$13M
- Kansas City — approx. \$15M

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*A Summary of Expert Recommendations for*

# Utilizing Opioid Settlement Funds

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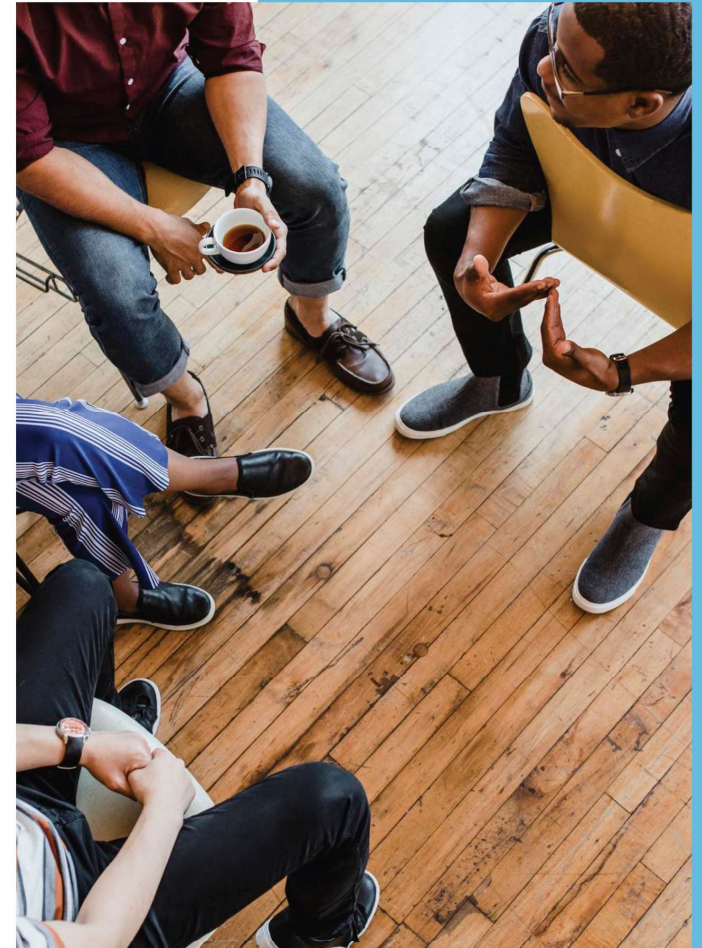
## ***Guiding Principles***

- Saving Lives
- Focus on Equity
- Evidence-Based Action
- Systems Efficiency & Collaboration
- Improving Data Systems & Capacity

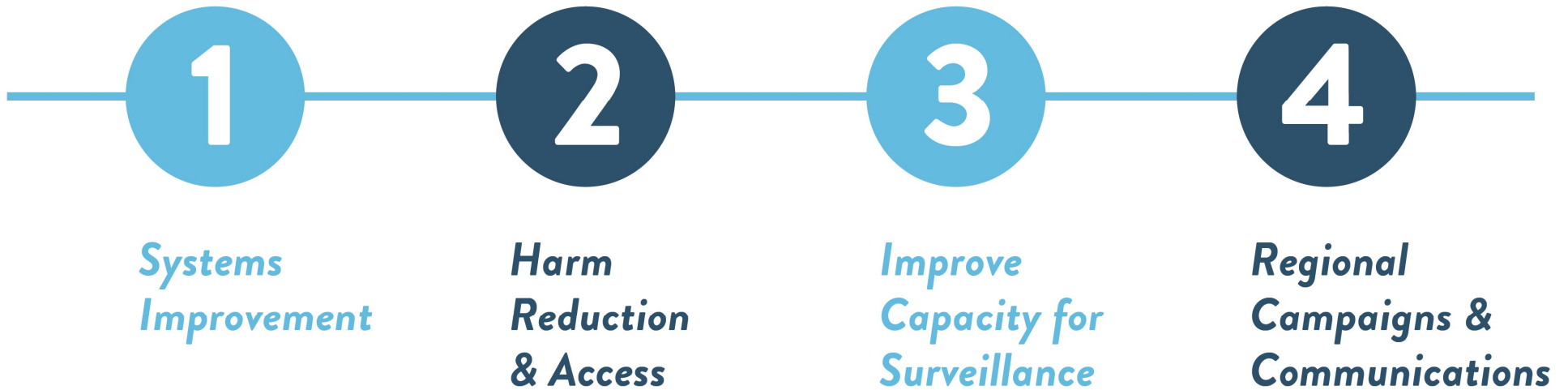


## Considerations

- Determine areas of need
- Collect input from groups that touch different parts of the plan
- Ensure there is representation that reflects the diversity of affected communities when allocating funds
- Determine a comprehensive plan that allows for innovative methodologies and a system to evaluate strategies



# *Four Priority Areas*



# 01.

## PRIORITY AREA ONE

# ***Systems Improvement***

### GOALS

- Improve coordination and collaborations among substance use disorder providers, organizations, and government partners
- Convene a diverse group of stakeholders, including those with lived experience
- Complete a systems mapping exercise to identify the most effective portfolio of solutions for action

# 01.

## PRIORITY AREA ONE

# ***Systems Improvement***

## LOCAL COALITION & TASK FORCE INVOLVEMENT

- JCPH and IHD participate in the **Eastern Jackson County Youth Overdose Prevention Task Force**
  - JCPH has assisted with facilitating education-focused workgroup meetings to help identify trainings that address stigma and implicit biases among mental and behavioral health providers, such as utilizing person-first language
- JCPH participates in the **Blue Springs Youth Alliance Coalition**
  - Aims to incorporate youth voices and focus on their needs while creating plans for action

# 01.

## PRIORITY AREA ONE

# Systems Improvement



## IRIS REFERRAL SYSTEM

- Integrated Referral and Intake System (IRIS) is a streamlined referral platform that **helps organizations connect the people they serve to resources within their community**
- At the Blue Springs Youth Alliance Coalition, JCPH promotes the IRIS referral system as a way for partners to referral out clients to services (*mental and behavioral health crisis services, case management, mentoring, safety and prevention, etc.*) and share their events / initiatives via newsletter
- The Independence Fire Department—ARCH Crisis Response Unit has been integrated into IRIS by JCPH to help connect people to individualized mental health assistance and to lessen the frequency of 911 requests from firefighters, police officers, and paramedics



# 02.

## PRIORITY AREA TWO

### ***Harm Reduction & Access***

#### GOALS

- Increase community-based distribution of naloxone
- Increase community-based distribution of safer use supplies and low-threshold care
- Set up a bulk purchasing fund to procure naloxone and Medications Assisted Treatment (MAT) at lower prices
- Provide naloxone training, MAT access, and related care for people who are involved in the criminal legal system
- Invest in community development and safety net programs, and remove abstinence-only conditions that further punish drug use

# 02.

## PRIORITY AREA TWO

# Harm Reduction & Access

### NARCAN DISTRIBUTION

JCPH & IHD launched an onsite Narcan Distribution Program for clients to request and pick-up a free Narcan kit. This kit includes:

- *1 box of 4mg Narcan nasal spray*
- *a CPR face shield*
- *educational booklet on Narcan administration, plus local treatment centers and resources*

Qualified entities, such as health departments, EMS, law enforcement, fire departments, community organizations, corrections, and schools/universities can request free Narcan from the University of Missouri-St. Louis (UMSL)-Missouri Institute of Mental Health (MIMH).

Individuals can also find information on where to locate free Narcan in their region via their website:

[mimhaddisci.org/get-naloxone1](http://mimhaddisci.org/get-naloxone1)





# 02.

## PRIORITY AREA TWO

# Harm Reduction & Access

### OVERDOSE PREVENTION WALLET CARDS

#### What does an overdose look like?

##### COMMON SYMPTOMS



Blue or gray lips +  
fingertips



Pale, clammy skin



Small, pinpoint pupils



Slow heartbeat +  
slow or stopped  
breathing



Not responding to  
voice or touch

- To be distributed to stakeholders throughout Eastern Jackson County, primarily in **non-traditional locations** (*bars, dispensaries, gas stations, etc.*)
- Designed to be a **pocket-sized overdose prevention guide** for individuals who are in locations and/or engaging in activities that may increase their likelihood of coming into contact with someone experiencing an opioid overdose

# OVERDOSE PREVENTION WALLET CARDS

## Support + Resources

**NEVER USE ALONE HOTLINE**  
1 (800) 484-3731

24/7 nonjudgmental support  
from volunteers with lived  
experience of substance abuse

### MO GOOD SAMARITAN LAW

Protects 911 callers from arrest  
for simple drug possession if call-  
ing for help during an overdose

### WHERE TO GET NARCAN + MORE

Scan the code  
or visit us at  
[JCPH.ORG/OPIOIDS](https://jcpH.org/opioids)  
for more info  
and sources



## What does an overdose look like?

### COMMON SYMPTOMS



Blue or gray lips +  
fingertips



Pale, clammy skin



Small, pinpoint pupils



Slow heartbeat +  
slow or stopped  
breathing



Not responding to  
voice or touch

## Narcan can prevent an overdose.

### HOW TO USE NARCAN

**911**

Call 911 to help you  
keep time + get  
medical help



Tilt head back. Insert  
white tip of Narcan  
spray into the nostril



Push the red plunger  
with thumb until all  
spray is released



Remove spray +  
roll the person  
onto their side



If they don't wake  
up after 3 mins,  
give another dose  
of Narcan

## Safer use means overdose prevention.

### BE CAUTIOUS OF...

- ⚡ Mixing opioids with  
alcohol or benzos
- ⚡ Using after 3+ days  
of not using
- ⚡ Changing methods  
of consumption

**THESE BEHAVIORS INCREASE  
THE RISK OF OVERDOSE**

**Have a safety plan  
+ don't use alone.**

BACK

FRONT

INTERIOR

# 03.

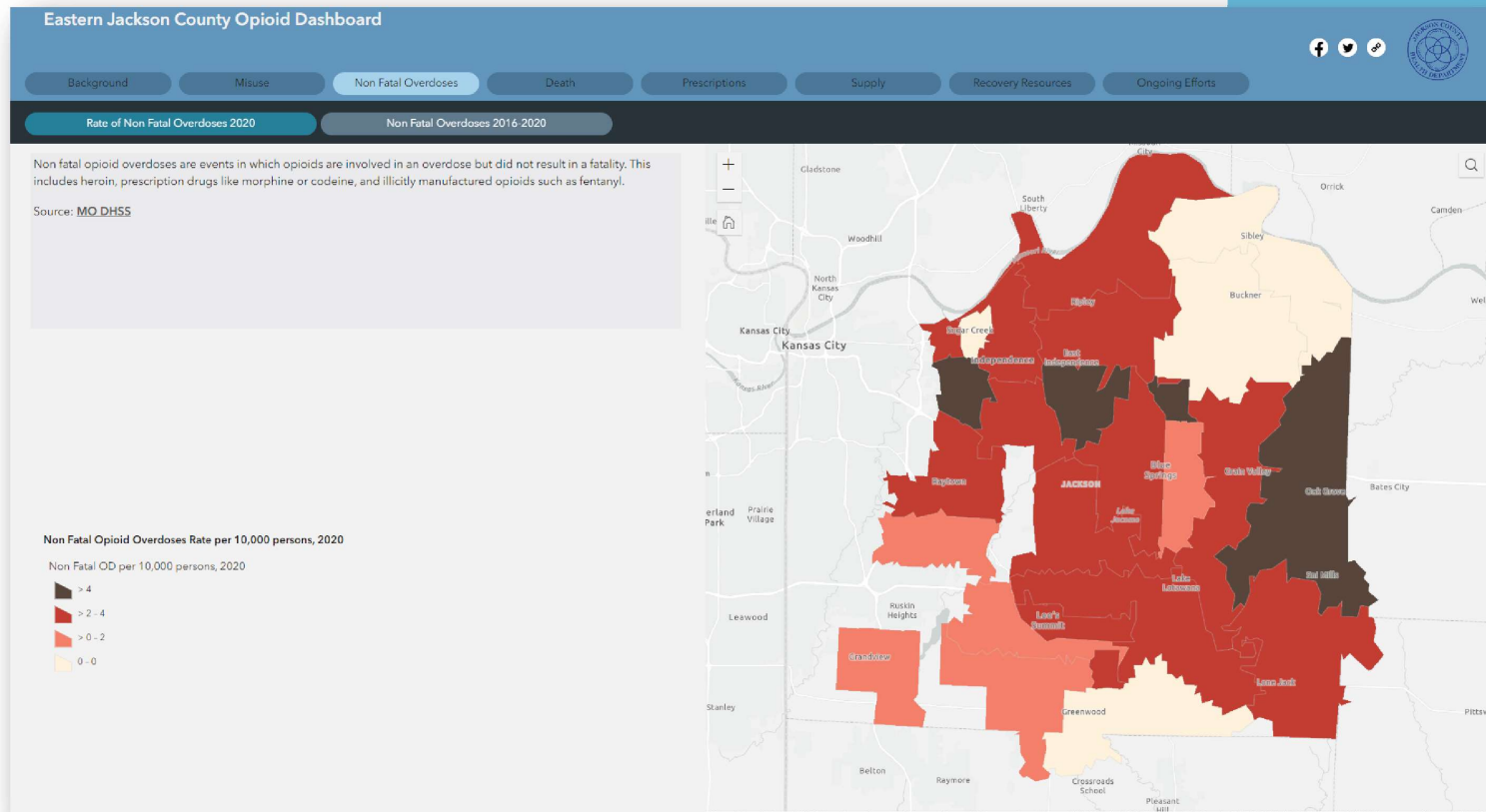
## PRIORITY AREA THREE

# *Improve Capacity for Surveillance*

### GOALS

- Improve surveillance systems to capture non-fatal and fatal overdose data in real-time
- Work with healthcare providers to establish a data-sharing platform to collect data on overdose events
- Establish a regional wastewater surveillance program to track near real-time opioid misuse data

# JCPH Opioid Dashboard



# 04.

## PRIORITY AREA FOUR

# ***Regional Campaigns & Communications***

### GOALS

- Create a regional campaign and communications plan to address stigma and misconceptions around drug use and treatment, both in the general public and among clinicians
- Implement a campaign to reduce stigma related to drug use/addiction
- Implement a campaign to provide education on naloxone and where it can be accessed
- Implement a campaign to reduce stigma surrounding MAT for medical professionals and students

# 04.

## PRIORITY AREA FOUR

# Regional Campaigns & Communications

## YOUTH-FOCUSED BILLBOARD CAMPAIGN

In 2022, JCPH designed opioid overdose prevention billboards to raise awareness among youth about increased circulation of synthetic opioids, particularly fentanyl, and the growing number of overdoses in the region.

The billboards were placed in Raytown, Blue Springs, Oak Grove, and Lee's Summit. Sites were selected based on elevated overdose deaths from 2015 to 2021. Oak Grove had the region's highest rates of non-fatal overdoses in 2020.



# 04.

## PRIORITY AREA FOUR

# **Regional Campaigns & Communications**

## STUDENT-FOCUSED SCHOOL CAMPAIGN

In January 2023, JCPH created and disseminated student-focused campaign materials featuring mental health resources for middle & high school students.

Survey data published by Pew Research Center in 2022 found that more than 1 in 3 U.S. high school students reported poor mental health most or all the time during the COVID-19 pandemic. To support student mental health, this campaign aimed to help students identify sources of stress in their lives and practice healthy, effective coping skills, including accessing community mental health and crisis resources.

JCPH created printed materials, including bookmarks and posters, to distribute to EJC middle and high schools heavily impacted by the opioid crisis (*Oak Grove, Raytown, Grandview*)



# Student-Focused Posters



**More than 1 in 3 students reported poor mental health since the pandemic started. You are not alone.**

**Students are under a lot of pressure.**

- school & homework
- activities & sports
- life & family transitions, like graduating, moving, or divorce
- work & money
- friendships & relationships
- peer pressure & pressure to succeed

**All that pressure can cause...**

- mood swings or irritability
- headaches & stomachaches
- problems getting to sleep or staying asleep
- difficulty focusing
- withdrawing or isolating from friends & activities you like
- sudden changes in your performance at school, work, or other activities

**Looking for some help?**

Call or text **988** to connect to a counselor and receive confidential support and resources.



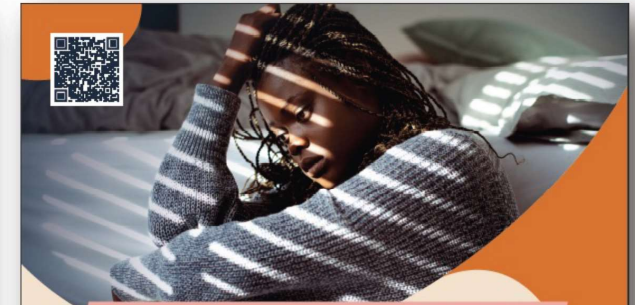

## Coping Skills for Managing Stress

- 1. Listen to music.**
- 2. Exercise or move your body.**  
Whether it's running, walking, dancing, cleaning, or lifting weights, movement releases endorphins and helps your body de-stress.
- 3. Eat meals and snacks that nourish your body and make you feel good.**  
Keeping your plate colorful is a good way to start!
- 4. Take a pause.**  
Deep breaths, identifying how you are feeling, and setting limits can help manage stress and regulate your nervous system.
- 5. Use your social support network.**  
Text your bestie. Call a loved one. Do something fun with friends. Laughing releases stress.




Scan the QR code to watch a quick 2-minute video on belly breathing to manage stress and anxiety, and feel calm and grounded.





**Feeling overwhelmed? Support is available.**

**Get connected to local resources:**

- Comprehensive Mental Health Services**  
(816) 254-3652  
thecmhhs.com
- ReDiscover Mental Health**  
(884) 994-4325  
rediscovermh.org
- UH Behavioral Health - Lakewood Counseling**  
(816) 404-6170
- First Call Alcohol/Drug Treatment & Prevention**  
(816) 361-5900  
firstcallkc.org
- Healthcare Collaborative of Rural Missouri**  
(816) 249-1521

**Need to talk to someone right now?**

- 988 Suicide & Crisis Lifeline**  
Dial 988 from any phone
- National Crisis Text Line**  
Text "HOME" to 741741
- CommCARE Missouri Crisis Line**  
1-888-279-8188
- Missouri Crisis Line**  
Call 1-888-761-4357 or text "HAND" to 839-863
- The Trevor Project LGBTQ+ Crisis Helpline**  
Call 1-866-488-7386; text "START" to 678-678; or visit thetrevorproject.org/webchat online for support






## WAYS TO SUPPORT ONGOING EFFORTS

- Consider mandating **reporting of non-fatal and fatal overdose data** or **linking public health with public safety agencies and medical providers** in order to support and enhance JCPH's Opioid Dashboard
- Debut **regional opioid campaign**
- **Expand co-responder programs** for mental and behavioral health calls
- **Connect with local coalitions and task forces** to learn about and support their prevention and response efforts within Eastern Jackson County
- Support **IRIS** by disseminating information about how this referral system will **strengthen linkages to care and timely treatment**
- Inform others about the **Narcan Distribution Program** and how other organizations and individuals can request and obtain Narcan through UMSL-MIMH website
- **Spread the word** about the JCPH "Tipping the Pain Scale" documentary-screening event and advocate for more **community events** to foster community connectivity and resiliency

A large blue shape that spans the width of the page and tapers to a point on the left side, creating a decorative header.

# Want to learn more?

You can find our full report at [jcph.org](https://jcph.org)

**SUSQUEHANNA EAST SHOPPING CENTER  
COMMUNITY IMPROVEMENT DISTRICT**

**FISCAL YEAR  
JULY 1, 2025 - JUNE 30, 2026**

**BUDGET**

**SUSQUEHANNA EAST SHOPPING CENTER  
COMMUNITY IMPROVEMENT DISTRICT**

**FISCAL YEAR JULY 1, 2025 - JUNE 30, 2026 BUDGET**

***BUDGET MESSAGE***

The Susquehanna East Shopping Center Community Improvement District (the "District") was formed as a political subdivision of the State of Missouri on February 1, 2021 by virtue of Ordinance No. 19190 ("Creation Ordinance") adopted by the City Council of Independence, Missouri approving the Petition to Establish the Marketplace Shopping Center Community Improvement District (the "Petition") pursuant to the Community Improvement District Act, Sections 67.1401 *et seq.*, RSMo (the "Act").

The stated purpose of the District is to provide funding for the services and improvements described in the Petition, specifically including: (a) capital improvements within the District and the maintenance thereof as permitted by the Act; (b) remediation of blighting conditions on private property within the District as permitted under the Act provided that the City Council first determines that the action to be taken is reasonably anticipated to remediate the blighting conditions and will serve a public purpose; (c) administration and operation of the District as permitted under the Act; (d) cleaning and maintenance services to public areas within the District as permitted under the Act; and (e) further all other lawful purposes of the District under the Act and services authorized by the Petition (collectively, the "Project").

On March 23, 2021, the District's Board of Directors passed Resolution No. 2020-03 which imposed, upon approval of the qualified voters of the District, a one percent (1.0%) sales tax on retail sales in the District for a period of 30 years from the date on which such tax is first imposed. The sales tax collection became effective October 1, 2021.

The District has adopted a fiscal year beginning July 1 and ending June 30 of each year.

**SUSQUEHANNA EAST SHOPPING CENTER  
COMMUNITY IMPROVEMENT DISTRICT**

**PROPOSED BUDGET  
FISCAL YEAR JULY 1, 2025 - JUNE 30, 2026 BUDGET**

|                                                                          | <b>Proposed Budget</b>      |                           |                            |                                        | <b>Previously<br/>Approved<br/>Budget</b> | <b>Actual<br/>(Unaudited)</b>          | <b>Actual<br/>(Unaudited)</b>          |
|--------------------------------------------------------------------------|-----------------------------|---------------------------|----------------------------|----------------------------------------|-------------------------------------------|----------------------------------------|----------------------------------------|
|                                                                          | Operating<br>Fund<br>Budget | Debt<br>Service<br>Budget | Project<br>Funds<br>Budget | Fiscal Year<br>Ending June<br>30, 2026 | Fiscal Year<br>Ending June<br>30, 2025    | Fiscal Year<br>Ending June<br>30, 2024 | Fiscal Year<br>Ending June<br>30, 2023 |
| <b>REVENUES:</b>                                                         |                             |                           |                            |                                        |                                           |                                        |                                        |
| <b>Revenue Funds:</b>                                                    |                             |                           |                            |                                        |                                           |                                        |                                        |
| CID Sales Tax Revenues                                                   | -                           | 42,000                    | -                          | 42,000                                 | 42,000                                    | 29,915                                 | 26,160                                 |
| Interest Income                                                          | -                           | -                         | -                          | -                                      | -                                         | -                                      | 2                                      |
| <b>TOTAL REVENUES</b>                                                    | -                           | 42,000                    | -                          | 42,000                                 | 42,000                                    | 29,915                                 | 26,162                                 |
| <b>EXPENDITURES:</b>                                                     |                             |                           |                            |                                        |                                           |                                        |                                        |
| <b>Project expenditures:</b>                                             |                             |                           |                            |                                        |                                           |                                        |                                        |
| CID public improvements                                                  | -                           | -                         | -                          | -                                      | -                                         | -                                      | -                                      |
| Formation costs                                                          | -                           | -                         | -                          | -                                      | -                                         | -                                      | -                                      |
| Repayment of debt on developers<br>advances (including accrued interest) | -                           | 28,000                    | -                          | 28,000                                 | 28,000                                    | -                                      | 49,047                                 |
| <b>Operating expenditures:</b>                                           |                             |                           |                            |                                        |                                           |                                        |                                        |
| Accounting fees                                                          | -                           | 3,000                     | -                          | 3,000                                  | 3,000                                     | 2,001                                  | -                                      |
| Insurance costs                                                          | -                           | 1,500                     | -                          | 1,500                                  | 1,500                                     | 1,200                                  | -                                      |
| Legal fees                                                               | -                           | 9,500                     | -                          | 9,500                                  | 9,500                                     | 2,637                                  | 2,551                                  |
| Other operating costs of the district                                    | -                           | -                         | -                          | -                                      | -                                         | -                                      | 16                                     |
| <b>TOTAL EXPENDITURES</b>                                                | -                           | 42,000                    | -                          | 42,000                                 | 42,000                                    | 5,838                                  | 51,614                                 |
| <b>TRANSFERS TO/(FROM) OTHER FUNDS</b>                                   | -                           | -                         | -                          | -                                      | -                                         | -                                      | -                                      |
| <b>EXCESS OF REVENUES OVER<br/>EXPENDITURES AND TRANSFERS</b>            | \$ -                        | \$ -                      | \$ -                       | \$ -                                   | \$ -                                      | \$ 24,077                              | \$ (25,452)                            |

**SUSQUEHANNA EAST 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.

## MUNICIPAL DIVISION SUMMARY REPORTING FORM

*Refer to instructions for directions and term definitions. Complete a report each month even if there has not been any court activity.*

|                                                                                                                             |  |                                      |                                                                       |                                              |  |
|-----------------------------------------------------------------------------------------------------------------------------|--|--------------------------------------|-----------------------------------------------------------------------|----------------------------------------------|--|
| <b><u>I. COURT INFORMATION</u></b>                                                                                          |  | Municipality: Independence Municipal |                                                                       | Reporting Period: Jun 1, 2025 - Jun 30, 2025 |  |
| Mailing Address: 111 EAST MAPLE, INDEPENDENCE, MO 64050                                                                     |  |                                      |                                                                       |                                              |  |
| Physical Address: 111 EAST MAPLE, INDEPENDENCE, MO 64050                                                                    |  |                                      |                                                                       | County: Jackson County                       |  |
| Telephone Number:                                                                                                           |  | Fax Number:                          |                                                                       |                                              |  |
| Prepared by: Dawna Cordon                                                                                                   |  | E-mail Address:                      |                                                                       |                                              |  |
| Municipal Judge:                                                                                                            |  |                                      |                                                                       |                                              |  |
| <b><u>II. MONTHLY CASELOAD INFORMATION</u></b>                                                                              |  |                                      |                                                                       |                                              |  |
|                                                                                                                             |  | Alcohol & Drug<br>Related Traffic    | Other<br>Traffic                                                      | Non-Traffic<br>Ordinance                     |  |
| A. Cases (citations/informations) pending at start of month                                                                 |  | 458                                  | 20,436                                                                | 9,231                                        |  |
| B. Cases (citations/informations) filed                                                                                     |  | 38                                   | 1,222                                                                 | 396                                          |  |
| C. Cases (citations/informations) disposed                                                                                  |  |                                      |                                                                       |                                              |  |
| 1. jury trial (Springfield, Jefferson County, and St. Louis County only)                                                    |  | 0                                    | 0                                                                     | 0                                            |  |
| 2. court/bench trial - GUILTY                                                                                               |  | 1                                    | 3                                                                     | 11                                           |  |
| 3. court/bench trial - NOT GUILTY                                                                                           |  | 0                                    | 0                                                                     | 2                                            |  |
| 4. plea of GUILTY in court                                                                                                  |  | 24                                   | 815                                                                   | 166                                          |  |
| 5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs) |  | 0                                    | 265                                                                   | 1                                            |  |
| 6. dismissed by court                                                                                                       |  | 5                                    | 51                                                                    | 60                                           |  |
| 7. <i>nolle prosequi</i>                                                                                                    |  | 0                                    | 113                                                                   | 39                                           |  |
| 8. certified for jury trial (not heard in Municipal Division)                                                               |  | 0                                    | 0                                                                     | 0                                            |  |
| <b>9. TOTAL CASE DISPOSITIONS</b>                                                                                           |  | 30                                   | 1,247                                                                 | 279                                          |  |
| D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]                                     |  | 466                                  | 20,411                                                                | 9,348                                        |  |
| E. Trial de Novo and/or appeal applications filed                                                                           |  | 0                                    | 0                                                                     | 0                                            |  |
| <b><u>III. WARRANT INFORMATION (pre- &amp; post-disposition)</u></b>                                                        |  |                                      |                                                                       |                                              |  |
| 1. # Issued during reporting period                                                                                         |  | 1,503                                | <b><u>IV. PARKING TICKETS</u></b>                                     |                                              |  |
| 2. # Served/withdrawn during reporting period                                                                               |  | 579                                  | <input type="checkbox"/> Court staff does not process parking tickets |                                              |  |
| 3. # Outstanding at end of reporting period                                                                                 |  | 23,473                               |                                                                       |                                              |  |



## MUNICIPAL DIVISION SUMMARY REPORTING FORM

|                          |                                      |                                              |
|--------------------------|--------------------------------------|----------------------------------------------|
| <b>COURT INFORMATION</b> | Municipality: Independence Municipal | Reporting Period: Jun 1, 2025 - Jun 30, 2025 |
|--------------------------|--------------------------------------|----------------------------------------------|

### **V. DISBURSEMENTS**

|                                                                                                                               |              |                                                                                                                                                                                                                                        |              |
|-------------------------------------------------------------------------------------------------------------------------------|--------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| <b>Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)</b> |              | <b>Other Disbursements:</b> Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees. |              |
| Fines - Excess Revenue                                                                                                        | \$103,356.50 | Court Automation                                                                                                                                                                                                                       | \$8,290.27   |
| Clerk Fee - Excess Revenue                                                                                                    | \$10,673.02  | Law Enf Arrest-Local                                                                                                                                                                                                                   | \$3,626.00   |
| Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue                                                 | \$329.09     | <b>Total Other Disbursements</b>                                                                                                                                                                                                       | \$11,916.27  |
| Bond forfeitures (paid to city) - Excess Revenue                                                                              | \$1,320.00   | <b>Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited</b>                                                                                                                                                              | \$204,079.50 |
| <b>Total Excess Revenue</b>                                                                                                   | \$115,678.61 | <b>Bond Refunds</b>                                                                                                                                                                                                                    | \$8,680.00   |
| <b>Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)</b>    |              | <b>Total Disbursements</b>                                                                                                                                                                                                             | \$212,759.50 |
| Fines - Other                                                                                                                 | \$43,173.00  |                                                                                                                                                                                                                                        |              |
| Clerk Fee - Other                                                                                                             | \$3,538.94   |                                                                                                                                                                                                                                        |              |
| Judicial Education Fund (JEF)<br><input type="checkbox"/> Court does not retain funds for JEF                                 | \$0.00       |                                                                                                                                                                                                                                        |              |
| Peace Officer Standards and Training (POST) Commission surcharge                                                              | \$1,184.37   |                                                                                                                                                                                                                                        |              |
| Crime Victims Compensation (CVC) Fund surcharge - Paid to State                                                               | \$8,444.27   |                                                                                                                                                                                                                                        |              |
| Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other                                                          | \$109.04     |                                                                                                                                                                                                                                        |              |
| Law Enforcement Training (LET) Fund surcharge                                                                                 | \$2,356.00   |                                                                                                                                                                                                                                        |              |
| Domestic Violence Shelter surcharge                                                                                           | \$4,733.50   |                                                                                                                                                                                                                                        |              |
| Inmate Prisoner Detainee Security Fund surcharge                                                                              | \$2,365.50   |                                                                                                                                                                                                                                        |              |
| Restitution                                                                                                                   | \$0.00       |                                                                                                                                                                                                                                        |              |
| Parking ticket revenue (including penalties)                                                                                  | \$0.00       |                                                                                                                                                                                                                                        |              |
| Bond forfeitures (paid to city) - Other                                                                                       | \$10,580.00  |                                                                                                                                                                                                                                        |              |
| <b>Total Other Revenue</b>                                                                                                    | \$76,484.62  |                                                                                                                                                                                                                                        |              |



## Municipal Division Summary Reporting

### 16th Judicial Circuit - Jackson County - Independence Municipal Division

#### I. COURT INFORMATION

|                                          |                                       |                                                           |
|------------------------------------------|---------------------------------------|-----------------------------------------------------------|
| <b>Reporting Period:</b>                 |                                       |                                                           |
| June                                     | 2025                                  | <b>Court activity occurred in reporting period: Yes</b>   |
| <b>Clerk's Physical Address:</b>         | <b>Mailing Address:</b>               | <b>Vendor</b>                                             |
| 111 East Maple<br>Independence, MO 64051 | PO Box 1019<br>Independence, MO 64051 | Incode (Tyler Technologies)                               |
| <b>Telephone Number:</b>                 | <b>Fax Number:</b>                    |                                                           |
| (816) 325-7235                           |                                       |                                                           |
| <b>Prepared by:</b>                      | <b>Prepared by E-mail Address:</b>    | <b>Municipal Judge(s) Active During Reporting Period:</b> |
| Dawna Cordon                             | dawna.cordon@courts.mo.gov            | Garry L. Helm, Susan G. Watkins                           |

| II. MONTHLY CASELOAD INFORMATION                                                                     |                                                                                                                                 | Alcohol & Drug<br>Related Traffic | Other Traffic | Non-Traffic<br>Ordinance |
|------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|---------------|--------------------------|
| <b>A. Cases (citations / informations) pending at start of month</b>                                 |                                                                                                                                 | 8,600                             | 79,306        | 44,190                   |
| <b>B. Cases (citations / informations) filed</b>                                                     |                                                                                                                                 | 0                                 | 0             | 0                        |
| <b>C. Cases (citations / informations) disposed</b>                                                  |                                                                                                                                 |                                   |               |                          |
|                                                                                                      | 1. jury trial (Springfield, Jefferson County, and St. Louis County only)                                                        | 0                                 | 0             | 0                        |
|                                                                                                      | 2. court / bench trial - GUILTY                                                                                                 | 0                                 | 0             | 0                        |
|                                                                                                      | 3. court / bench trial - NOT GUILTY                                                                                             | 0                                 | 2             | 0                        |
|                                                                                                      | 4. plea of GUILTY in court                                                                                                      | 0                                 | 0             | 0                        |
|                                                                                                      | 5. violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs) | 2                                 | 120           | 36                       |
|                                                                                                      | 6. dismissed by court                                                                                                           | 0                                 | 11            | 42                       |
|                                                                                                      | 7. nolle prosequi                                                                                                               | 0                                 | 7             | 3                        |
|                                                                                                      | 8. certified for jury trial (not heard in the Municipal Division)                                                               | 0                                 | 0             | 0                        |
|                                                                                                      | <b>9. TOTAL CASE DISPOSITIONS</b>                                                                                               | <b>2</b>                          | <b>140</b>    | <b>81</b>                |
| <b>D. Cases (citations / informations) pending at end of month [pending caseload = (A + B) – C9]</b> |                                                                                                                                 | <b>8,598</b>                      | <b>79,166</b> | <b>44,109</b>            |
| <b>E. Trial de Novo and / or appeal applications filed</b>                                           |                                                                                                                                 | <b>0</b>                          | <b>0</b>      | <b>0</b>                 |

### Municipal Division Summary Reporting

|                          |                                                                                               |                                      |
|--------------------------|-----------------------------------------------------------------------------------------------|--------------------------------------|
| <b>Court Information</b> | <b>Municipality: 16th Judicial Circuit - Jackson County - Independence Municipal Division</b> | <b>Reporting Period: June - 2025</b> |
|--------------------------|-----------------------------------------------------------------------------------------------|--------------------------------------|

|                                                               |        |                                               |   |
|---------------------------------------------------------------|--------|-----------------------------------------------|---|
| <b>III. WARRANT INFORMATION (pre- &amp; post-disposition)</b> |        | <b>IV. PARKING TICKETS</b>                    |   |
| 1. # Issued during reporting period:                          | 399    | Does court staff process parking tickets? Yes |   |
| 2. # Served/withdrawn during reporting period:                | 646    | 1. # Issued during reporting period:          | 0 |
| 3. # Outstanding at end of reporting period:                  | 37,955 |                                               |   |

|                                                                                                                                                                                                                                        |                    |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|
| <b>V. DISBURSEMENTS</b>                                                                                                                                                                                                                |                    |
| <b>Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)</b>                                                                                                          |                    |
| Fines – Excess Revenue                                                                                                                                                                                                                 | \$8,380.87         |
| Clerk Fee – Excess Revenue                                                                                                                                                                                                             | \$946.00           |
| Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Excess Revenue                                                                                                                                                          | \$0.00             |
| Bond forfeitures (paid to city) – Excess Revenue                                                                                                                                                                                       | \$2,130.00         |
| <b>Total Excess Revenue</b>                                                                                                                                                                                                            | <b>\$11,456.87</b> |
| <b>Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)</b>                                                                                                             |                    |
| Fines – Other                                                                                                                                                                                                                          | \$16,304.39        |
| Clerk Fee – Other                                                                                                                                                                                                                      | \$811.50           |
| Judicial Education Fund (JEF)<br>Court does not retain funds for JEF: Yes                                                                                                                                                              |                    |
| Peace Officer Standards and Training (POST) Commission surcharge                                                                                                                                                                       | \$146.00           |
| Crime Victims Compensation (CVC) Fund surcharge – Paid to State                                                                                                                                                                        | \$1,055.24         |
| Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Other                                                                                                                                                                   | \$0.00             |
| Law Enforcement Training (LET) Fund surcharge                                                                                                                                                                                          | \$301.00           |
| Domestic Violence Shelter surcharge                                                                                                                                                                                                    | \$585.24           |
| Inmate Prisoner Detainee Security Fund surcharge                                                                                                                                                                                       | \$292.00           |
| Restitution                                                                                                                                                                                                                            | \$0.00             |
| Parking ticket revenue (including penalties)                                                                                                                                                                                           | \$15.50            |
| Bond forfeitures (paid to city) – Other                                                                                                                                                                                                | \$1,810.00         |
| <b>Total Other Revenue</b>                                                                                                                                                                                                             | <b>\$21,320.87</b> |
| <b>Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.</b> |                    |
| <b>Total Other Disbursements</b>                                                                                                                                                                                                       | <b>\$0.00</b>      |
| <b>Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited</b>                                                                                                                                                              | <b>\$32,777.74</b> |
| Bond Refunds                                                                                                                                                                                                                           | \$9,626.00         |
| <b>Total Disbursements</b>                                                                                                                                                                                                             | <b>\$42,403.74</b> |

|           |                                   |           |                                   |
|-----------|-----------------------------------|-----------|-----------------------------------|
| 4/1/2025  | Sara Zorich                       | 4/4/2025  | Eric Fitch                        |
| 4/1/2025  | Matthew Lundh                     | 4/4/2025  | permits                           |
| 4/2/2025  | North America Procurement Council | 4/5/2025  | procurement                       |
| 4/1/2025  | Lucy Young                        | 4/4/2025  | City Clerk                        |
| 4/2/2025  | Steven Sieleman                   | 4/4/2025  | fire                              |
| 2/25/2025 | Spencer Rosenbaum                 | 2/29/25   | dang bldgs                        |
| 4/2/2025  | Lucy Young                        | 4/5/2025  | City Clerk                        |
| 4/2/2025  | David Trigg                       | 4/5/2025  | permits                           |
| 3/24/2025 | Cameron Oliver                    | 3/27/2025 | IPD                               |
| 4/3/2025  | Justin Wenig                      | 4/7/2025  | procurement                       |
| 4/4/2025  | Heather Wiley                     | 4/8/2025  | IT                                |
| 4/1/2025  | Bob Buckley                       | 4/4/2025  | legal                             |
| 4/8/2025  | Mike Genet                        | 4/11/2025 | City Clerk                        |
| 4/8/2025  | Danielle Wallace                  | 4/11/2025 | codes                             |
| 4/9/2025  | Tomas Popson                      | 4/12/2025 | city clerk/muni court             |
| 4/9/2025  | Allee Harrington                  | 4/12/2025 | codes/permits                     |
| 4/10/2025 | Lucy Young                        | 4/13/2025 | City Clerk                        |
| 4/7/2025  | Anderson Investigations           | 4/10/2025 | fire                              |
| 4/10/2025 | Danielle Wallace                  | 4/13/2025 | codes                             |
| 4/3/2025  | Paula Gibbs                       | 4/7/2025  | Animal Services                   |
| 3/24/2025 | Justin Wenig                      | 3/27/2025 | Procurement                       |
| 3/27/2025 | Sebastian Orellana                | 3/30/2025 | codes                             |
| 3/28/2025 | Ashley Stuerke                    | 4/1/2025  | permits/fire                      |
| 3/26/2025 | Danielle Wallace                  | 3/29/2025 | codes                             |
| 4/8/2025  | Danielle Wallace                  | 4/11/2025 | codes                             |
| 4/2/2025  | Malik Jackson                     | 4/5/2025  | zoning                            |
| 4/11/2025 | Anderson Investigations           | 4/14/2025 | fore                              |
| 3/20/2025 | Joshua Ayoob                      | 3/23/2025 | Procurement                       |
| 25-Mar    | Marci Brockett                    | 3/27/2025 | permits/zoning/muni services/fire |
| 4/11/2025 | Wendy Brown                       | 4/14/2025 | fire                              |
| 4/11/2025 | Sarah Plake                       | 4/14/2025 | codes                             |
| 4/10/2025 | Rhonda McNaughton                 | 4/13/2025 | codes                             |
| 4/11/2025 | Anakaren Sanchez                  | 4/14/2025 | Animal Services                   |
| 4/14/2025 | Savanah Rowlett                   | 4/17/2025 | permits                           |
| 4/7/2025  | Trenton Byrd                      | 4/10/2025 | zoning                            |
| 4/15/2025 | Mark Zurada                       | 4/18/2025 | procurement                       |
| 4/11/2025 | North America Procurement Council | 4/14/2025 | Procurement                       |
| 4/15/2025 | Amber Cox                         | 4/18/2025 | procurement                       |
| 4/9/2025  | Gowtham                           | 4/12/2025 | codes                             |

|           |                   |           |                         |
|-----------|-------------------|-----------|-------------------------|
| 4/15/2025 | Lisa Krause       | 4/18/2025 | fire                    |
| 4/15/2025 | Laylee Brown      | 4/18/2025 | fire                    |
| 4/17/2025 | Shiv Prasad       | 4/20/2025 | codes                   |
| 4/17/2025 | Theodore Canady   | 4/20/2025 | codes                   |
| 4/14/2025 | Karen Leveille    | 4/17/2025 | IPL                     |
| 4/3/2025  | Chris Collins     | 4/7/2025  | permits                 |
| 4/7/2025  | Jeffrey Carey     | 4/10/2025 | fire                    |
| 4/8/2025  | Jason Scarlett    | 4/11/2025 | codes/permits           |
| 4/10/2025 | Victoria Kemp     | 4/13/2025 | permits                 |
| 4/18/2025 | Mark Zurada       | 4/21/2025 | procurement             |
| 4/4/2025  | John Dougherty    | 4/8/2025  | Procurement             |
| 4/4/2025  | John Dougherty    | 4/8/2025  | Procurement             |
| 4/4/2025  | Dale Eshelman     | 4/8/2025  | IPL                     |
| 4/18/2025 | Mark Zurada       | 4/21/2025 | Procurement             |
| 4/4/2025  | John Dougherty    | 4/8/2025  | Procurement             |
| 4/4/2025  | John Dougherty    | 4/8/2025  | Procurement             |
| 4/11/2025 | Alyssa Bradford   | 4/14/2025 | IPD                     |
| 4/18/2025 | Mark Zurada       | 4/21/2025 | Procurement             |
| 4/18/2025 | Mark Zurada       | 4/21/2025 | Procurement             |
| 4/17/2025 | Madeleine Quick   | 4/20/2025 | codes/health/fire       |
| 4/10/2025 | Joseph Brecht     | 4/13/2025 | Muni Services           |
| 4/17/2025 | Lucy Young        | 4/20/2025 | legal                   |
| 4/15/2025 | Jennifer Brashear | 4/18/2025 | bus lic                 |
| 4/23/2025 | Danielle Wallace  | 4/26/2025 | codes                   |
| 4/21/2025 | Ashley Vancil     | 25-Apr    | Bus Insurance           |
| 4/18/2025 | Dallas Truex      | 4/21/2025 | 3517 S. Mize Ridge Ct   |
| 4/21/2025 | Mark Zurada       | 4/24/2025 | Procurement             |
| 4/18/2025 | Marci Brockett    | 4/21/2025 | muni srvs; zoning; fire |
| 4/21/2025 | Danica Murray     | 4/24/2025 | IFD                     |
| 4/21/2025 | Taylor Simmons    | 4/25/2025 | fire                    |



|           |                         |           |                          |
|-----------|-------------------------|-----------|--------------------------|
| 3/31/2025 | Matthew Arnold          | 4/3/2025  | police                   |
| 4/10/2025 | Andrew Van Baal         | 4/13/2025 | IPL                      |
| 4/11/2025 | Angela Harrison         | 4/14/2025 | permits                  |
| 4/24/2025 | Connor Deleon           | 4/27/2025 | fire                     |
| 4/25/2025 | Chris Wilkens           | 4/28/2025 | pemits/zoning            |
| 4/28/2025 | Barb Frolik             | 5/1/2025  | codes                    |
| 4/25/2025 | Mark Zurada             | 4/28/2025 | procurement              |
| 4/25/2025 | Mark Zurada             | 4/28/2025 | Procurement              |
| 4/25//25  | Mark Zurada             | 4/28/2025 | Procurement              |
| 4/25/2025 | Mark Zurada             | 4/28/2025 | Procurement              |
| 4/28/2025 | Paul Do                 | 5/1/2025  | comm dev                 |
| 4/28/2025 | Kayla Foust             | 5/1/2025  | Health Dept/permits/fire |
| 4/28/2025 | Anderson Investigations | 5/1/2025  | fire                     |
| 4/29/2025 | Porfirio Figuerea       | 5/1/2025  | fire                     |
| 4/22/2025 | Anakaren Payne          | 4/25/2025 | animal Services          |
| 4/22/2025 | Catherine Mauleon       | 4/25/2025 | fire                     |
| 4/30/2025 | Josh Packer             | 5/4/2025  | fire                     |
| 4/30/2025 | William Hanlin          | 5/4/2025  | Bus lic                  |
| 4/30/2025 | Candace Fry             | 5/4/2025  | codes/dang bldgs         |
| 4/18/2025 | Cindy Marshall          | 4/21/2025 | animal shelter           |
| 4/17/2025 | Michael Setuain         | 4/20/2025 | bus lic                  |
| 4/30/2025 | Danielle Wallace        | 5/4/2025  | codes                    |
| 4/30/2025 | William Hanlin          | 5/4/2025  | Bus lic                  |
| 5/1/2025  | Danielle Wallace        | 5/4/2025  | codes                    |
| 5/1/2025  | Sarah Whitaker          | 5/4/2025  | animal control           |
| 4/28/2025 | Chad McGregor           | 5/1/2025  | HR                       |
| 5/5/2025  | Sharon Weigand          | 5/8/2025  | permits                  |
| 4/4/2025  | Leigh Phillips          | 4/10/2025 | Legal                    |
| 4/10/2025 | Brett                   | 4/13/2025 | IT/police                |
| 4/22/2025 | Amber                   | 4/25/2025 | police                   |
| 4/15/2025 | Stephen Turner          | 4/18/2025 | Police                   |
| 5/2/2025  | Lucy Young              | 5/5/2025  | Fianance                 |
| 5/5/2025  | Auto Tow & Recovery     | 5/8/2025  | bus lic                  |

|           |                               |           |                 |
|-----------|-------------------------------|-----------|-----------------|
| 5/5/2025  | David West                    | 5/8/2025  | fire            |
| 5/5/2025  | Doug Mitchell                 | 5/8/2025  | fire            |
| 5/2/2025  | Treva Strickland              | 5/5/2025  | codes           |
| 5/7/2025  | Megan Wilkins                 | 5/12/2025 | codes           |
| 4/24/2025 | Lidia Gomez                   | 4/27/2025 | Health Dept     |
| 5/2/2025  | Gowtham                       | 5/5/2025  | codes           |
| 5/7/2025  | Jenna Collins                 | 5/12/2025 | animal control  |
| 5/7/2025  | Heather Smith                 | 5/12/2025 | permits         |
| 5/5/2025  | Mark Zurada                   | 5/8/2025  | procurement     |
| 5/5/2025  | Mark Zurada                   | 5/8/2025  | Procurement     |
| 5/5/2025  | Mark Zurada                   | 5/8/2025  | Procurement     |
| 5/5/2025  | Mark Zurada                   | 5/8/2025  | Procurement     |
| 5/5/2025  | Mark Zurada                   | 5/8/2025  | Procurement     |
| 5/7/2025  | John England                  | 5/12/2025 | permits         |
| 5/12/2025 | Robert Slater                 | 5/15/2025 | codes/fire      |
| 5/13/2025 | Ryan Fox                      | 5/16/2025 | permits         |
| 4/24/2025 | Leigh Phillips                | 4/28/2025 | City Clerk      |
| 4/28/2025 | Barb Frolik                   | 5/1/2025  | codes           |
| 4/28/2025 | Chad McGregor                 | 5/1/2025  | HR              |
| 5/12/2025 | Mark Zurada                   | 5/15/2025 | Procurement     |
| 5/12/2025 | Dan Gonzalez                  | 5/15/2025 | animal control  |
| 4/24/2025 | Evan Chiles                   | 4/27/2025 | Procurement     |
| 5/13/2025 | Zac McNulty                   | 5/16/2025 | codes           |
| 5/13/2025 | Lorie Boldridge               | 5/16/2025 | fire            |
| 5/13/2025 | Metropolitan Reporting Bureau | 5/16/2025 | fire            |
| 5/14/2025 | Troy Campbell                 | 5/17/2025 | fire            |
| 5/15/2025 | Ramona Austin                 | 5/18/2025 | permits/bus lic |
| 5/15/2025 | Brandon Pattison              | 5/18/2025 | codes           |
| 5/19/2025 | Anderson Investigations       | 5/22/2025 | fire            |
| 5/5/2025  | David West                    | 5/8/2025  | fire            |
| 5/7/2025  | Heather Smith                 | 5/12/2025 | permits         |
| 5/19/2025 | Danielle Wallace              | 5/22/2025 | codes           |
| 5/19/2025 | Mark Zurada                   | 5/22/2025 | Procurement     |

|           |                        |           |             |
|-----------|------------------------|-----------|-------------|
| 5/19/2025 | Mark Zurada            | 5/22/2025 | Procurement |
| 5/19/2025 | Mark Zurada            | 5/22/2025 | Procurement |
| 5/19/2025 | Mark Zurada            | 5/22/2025 | Procurement |
| 5/19/2025 | Mark Zurada            | 5/22/2025 | Procurement |
| 5/12/2025 | Mark Zurada            | 5/15/2025 | Procurement |
| 5/12/2025 | Mark Zurada            | 5/15/2025 | Procurement |
| 5/12/2025 | Mark Zurada            | 5/15/2025 | Procurement |
| 5/12/2025 | Mark Zurada            | 5/15/2025 | Procurement |
| 5/19/2025 | Jozie Blomquist        | 5/22/2025 | permits     |
| 5/20/2025 | Danielle Wallace       | 5/23/2025 | codes       |
| 5/20/2025 | Danielle Wallace       | 5/23/2025 | codes       |
| 5/20/2025 | Metropolitan Reporting | 5/23/2025 | fire        |
| 5/20/2025 | Devin Wilson           | 5/23/2025 | fire        |
| 5/9/2025  | Ana Machin             | 5/13/2025 | codes       |
| 5/9/2025  | Pang Vang              | 5/13/2025 | codes       |
| 5/14/2025 | Deborah Saunders       | 5/17/2025 | Permits     |
| 5/15/2025 | Victoria Kemp          | 5/17/2025 | permits     |
| 5/27/2025 | Daniel Tucker          | 5/31/2025 | Comm Dev    |
| 5/5/2025  | Joshua Sanders         | 5/9/2025  | Procurement |
| 5/23/2025 | Glenda Eagan           | 5/26/2025 | IPL         |
| 3/5/2025  | Karen Leveille         | 8-Mar     | IPL         |
| 5/27/2025 | Mark Zurada            | 5/31/2025 | procurement |
| 5/27/2025 | Mark Zurada            | 5/31/2025 | procurement |
| 5/27/2025 | Mark Zurada            | 5/31/2025 | procurement |

|           |                  |           |             |
|-----------|------------------|-----------|-------------|
| 5/27/2025 | Mark Zurada      | 5/31/2025 | procurement |
| 5/27/2025 | Mark Zurada      | 5/31/2025 | procurement |
| 4/22/2025 | Leigh Phillips   | 4/25/2025 | City Clerk  |
| 4/28/2025 | Darrell Schmidli | 5/1/2025  | Legal/IT    |
| 5/27/2025 | Nathan Ditty     | 5/31/2025 | permits     |
| 5/27/2025 | Danielle Wallace | 5/31/2025 | codes       |



|           |                                                                                                                                                      |           |
|-----------|------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| email     | <a href="mailto:saraz06@att.net">saraz06@att.net</a>                                                                                                 | 4/1/2025  |
| email     | <a href="mailto:lundharchitect@msn.com">lundharchitect@msn.com</a>                                                                                   | 4/1/2025  |
| email     | <a href="mailto:bids@napc.me">bids@napc.me</a>                                                                                                       | 4/2/2025  |
| email     | <a href="mailto:lucy.listens@gmail.com">lucy.listens@gmail.com</a>                                                                                   | 4/1/2025  |
| email     | <a href="mailto:ssieleman@sagedoor.com">ssieleman@sagedoor.com</a>                                                                                   | 4/2/2025  |
| email     | <a href="mailto:rosenbaumsv@gmail.com">rosenbaumsv@gmail.com</a>                                                                                     | 2/26/2025 |
| email     | <a href="mailto:lucy.listens@gmail.com">lucy.listens@gmail.com</a>                                                                                   | 4/2/2025  |
| email     | <a href="mailto:David.Trigg@covius.com">David.Trigg@covius.com</a>                                                                                   | 4/2/2025  |
| email     | <a href="mailto:OLIVERKIDSJAX@GMAIL.COM">OLIVERKIDSJAX@GMAIL.COM</a>                                                                                 | 3/24/2025 |
| email     | <a href="mailto:JUSTIN@USESTARJUMP.COM">JUSTIN@USESTARJUMP.COM</a>                                                                                   | 4/3/2025  |
| email     | <a href="mailto:hwiley@indepmo.org">hwiley@indepmo.org</a>                                                                                           | 4/4/2025  |
| email     | <a href="mailto:bbuckley@wagblaw.com">bbuckley@wagblaw.com</a>                                                                                       | 4/1/2025  |
| email     | <a href="mailto:MGenet@cherryroad.com">MGenet@cherryroad.com</a>                                                                                     | 4/8/2025  |
| email     | <a href="mailto:danielle@evertitle.com">danielle@evertitle.com</a>                                                                                   | 4/8/2025  |
| email     | <a href="mailto:sui.juris2015@gmail.com">sui.juris2015@gmail.com</a>                                                                                 | 4/9/2025  |
| email     | <a href="mailto:aherrman@firstam.com">aherrman@firstam.com</a>                                                                                       | 4/9/2025  |
| email     | <a href="mailto:lucy.listens@gmail.com">lucy.listens@gmail.com</a>                                                                                   | 4/10/2025 |
| email     | <a href="mailto:INFO@AIFIRE.ORG">INFO@AIFIRE.ORG</a>                                                                                                 |           |
| email     | <a href="mailto:danielle@evertitle.com">danielle@evertitle.com</a>                                                                                   | 4/10/2025 |
| email     | <a href="mailto:pgoins@bortnicklawfirm.com">pgoins@bortnicklawfirm.com</a>                                                                           | 4/3/2025  |
| email     | <a href="mailto:JUSTIN@USESTARJUMP.COM">JUSTIN@USESTARJUMP.COM</a>                                                                                   | 3/24/2025 |
| email     | <a href="mailto:S.ORELLANAWPS@GMAIL.COM">S.ORELLANAWPS@GMAIL.COM</a>                                                                                 | 3/27/2025 |
| email     |                                                                                                                                                      | 3/28/2025 |
|           | <a href="mailto:ASTUERKE@GMAIL.COM">ASTUERKE@GMAIL.COM</a>                                                                                           |           |
| email     | <a href="mailto:danielle@evertitle.com">danielle@evertitle.com</a>                                                                                   | 3/26/2025 |
| email     | <a href="mailto:danielle@evertitle.com">danielle@evertitle.com</a>                                                                                   | 4/8/2025  |
| email     | <a href="mailto:Malik.Jackson@fox4kc.com">Malik.Jackson@fox4kc.com</a>                                                                               | 4/2/2025  |
| email     | <a href="mailto:INFO@AIFIRE.ORG">INFO@AIFIRE.ORG</a>                                                                                                 | 4/11/2025 |
| email     | <a href="mailto:jayoob@smartprocure.com">jayoob@smartprocure.com</a>                                                                                 | 3/20/2025 |
| email     | <a href="mailto:Marci.Brockett@terracon.com">Marci.Brockett@terracon.com</a>                                                                         | 3/24/2025 |
| email     | <a href="mailto:wmb.w49@gmail.com">wmb.w49@gmail.com</a>                                                                                             | 4/11/2025 |
| email     | <a href="mailto:Sarah.Plake@KSHB.com">Sarah.Plake@KSHB.com</a>                                                                                       | 4/11/2025 |
| in person | <a href="mailto:rhondarmcn3@aol.com">rhondarmcn3@aol.com</a>                                                                                         | 4/10/2025 |
| email     | <a href="mailto:Anakaren.Sanchez@dmLawUSA.com">Anakaren.Sanchez@dmLawUSA.com</a>                                                                     | 4/11/2025 |
| email     | <a href="mailto:SROWLETT@amfam.com">SROWLETT@amfam.com</a>                                                                                           | 4/14/2025 |
| email     | <a href="mailto:TBYRD@ARMADAANALYTICS.COM">TBYRD@ARMADAANALYTICS.COM</a>                                                                             | 4/7/2025  |
| email     | <a href="mailto:recordrequest-34455-1744718407408@requests.govrecordrequest.com">recordrequest-34455-1744718407408@requests.govrecordrequest.com</a> | 4/15/2025 |
| email     | <a href="mailto:bids@napc.me">bids@napc.me</a>                                                                                                       | 4/11/2025 |
| email     | <a href="mailto:amberc@eplanbidding.com">amberc@eplanbidding.com</a>                                                                                 | 4/15/2025 |
| email     | <a href="mailto:Gowtham.K@coforge.com">Gowtham.K@coforge.com</a>                                                                                     | 4/9/2025  |

|           |                                                                                                                                                      |           |
|-----------|------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| email     | <a href="mailto:lkrause@nfronline.com">lkrause@nfronline.com</a>                                                                                     | 4/15/2025 |
| email     | <a href="mailto:LayleeBrown@ShelterInsurance.com">LayleeBrown@ShelterInsurance.com</a>                                                               | 4/15/2025 |
| email     | <a href="mailto:SHIVA.1.P@COFORGE.COM">SHIVA.1.P@COFORGE.COM</a>                                                                                     | 4/17/2025 |
| email     | <a href="mailto:KGPSOLUTIONS2@GMAIL.COM">KGPSOLUTIONS2@GMAIL.COM</a>                                                                                 | 4/17/2025 |
| email     | <a href="mailto:Karen.Leville@Yardi.com">Karen.Leville@Yardi.com</a>                                                                                 | 4/14/2025 |
| email     | <a href="mailto:data@ohmanalytics.com">data@ohmanalytics.com</a>                                                                                     | 4/3/2025  |
| email     | <a href="mailto:JCAREY@BKTPLAW.COM">JCAREY@BKTPLAW.COM</a>                                                                                           | 4/7/2025  |
| in person | <a href="mailto:wccmo2016@gmail.com">wccmo2016@gmail.com</a>                                                                                         | 4/8/2025  |
| email     | <a href="mailto:VKemp@sbsite.com">VKemp@sbsite.com</a>                                                                                               | 4/10/2025 |
| email     | <a href="mailto:recordrequest-34455-1744988460680@requests.govrecordrequest.com">recordrequest-34455-1744988460680@requests.govrecordrequest.com</a> | 4/18/2025 |
| email     | <a href="mailto:recordrequest-34455-1743757251925@requests.govrecordrequest.com">recordrequest-34455-1743757251925@requests.govrecordrequest.com</a> | 4/4/2025  |
| email     | <a href="mailto:recordrequest-34455-1743757251925@requests.govrecordrequest.com">recordrequest-34455-1743757251925@requests.govrecordrequest.com</a> | 4/4/2025  |
| email     | <a href="mailto:dale.eshelman@gmail.com">dale.eshelman@gmail.com</a>                                                                                 | 4/4/2025  |
| email     | <a href="mailto:recordrequest-34455-1744988498273@requests.govrecordrequest.com">recordrequest-34455-1744988498273@requests.govrecordrequest.com</a> | 4/18/2025 |
| email     | <a href="mailto:recordrequest-34455-1743757251925@requests.govrecordrequest.com">recordrequest-34455-1743757251925@requests.govrecordrequest.com</a> | 4/4/2025  |
| email     | <a href="mailto:recordrequest-34455-1743757251925@requests.govrecordrequest.com">recordrequest-34455-1743757251925@requests.govrecordrequest.com</a> | 4/4/2025  |
| email     | <a href="mailto:ALYSSA@GOODWINJOHNSTON.COM">ALYSSA@GOODWINJOHNSTON.COM</a>                                                                           | 4/11/2025 |
| email     | <a href="mailto:recordrequest-34455-1744988498273@requests.govrecordrequest.com">recordrequest-34455-1744988498273@requests.govrecordrequest.com</a> | 4/18/2025 |
| email     | <a href="mailto:recordrequest-34455-1744988498273@requests.govrecordrequest.com">recordrequest-34455-1744988498273@requests.govrecordrequest.com</a> | 4/18/2025 |
| email     | <a href="mailto:madeleine.quick@novagroupgbc.com">madeleine.quick@novagroupgbc.com</a>                                                               | 4/17/2025 |
| email     | <a href="mailto:JOSEPH_BRECHT@YAHOO.COM">JOSEPH_BRECHT@YAHOO.COM</a>                                                                                 | 4/10/2025 |
| email     | <a href="mailto:lucy.listens@gmail.com">lucy.listens@gmail.com</a>                                                                                   | 4/17/2025 |
| email     | <a href="mailto:jenniferbrashear@gmail.com">jenniferbrashear@gmail.com</a>                                                                           | 4/15/2025 |
| email     | <a href="mailto:danielle@evertitle.com">danielle@evertitle.com</a>                                                                                   | 4/23/2025 |
| email     | <a href="mailto:ASHLEY.VANCIL@THECLAIMSCENTER.COM">ASHLEY.VANCIL@THECLAIMSCENTER.COM</a>                                                             | 4/21/2025 |
| email     | <a href="mailto:dallas@swimthings.com">dallas@swimthings.com</a>                                                                                     | 4/18/2025 |
| email     | <a href="mailto:recordrequest-34455-1745167244169@requests.govrecordrequest.com">recordrequest-34455-1745167244169@requests.govrecordrequest.com</a> | 4/21/2025 |
| email     | <a href="mailto:Marci.Brockett@terracon.com">Marci.Brockett@terracon.com</a>                                                                         | 4/18/2025 |
| email     | <a href="mailto:lanica.murray@independencesquaretownhouses.com">lanica.murray@independencesquaretownhouses.com</a>                                   | 4/21/2025 |
| email     | <a href="mailto:tsimmons.cca@gmail.com">tsimmons.cca@gmail.com</a>                                                                                   | 4/21/2025 |

|             |                                                                                                                                                      |                     |
|-------------|------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| email       | <a href="mailto:mattarnold100@gmail.com">mattarnold100@gmail.com</a>                                                                                 | 3/31/2025           |
| email       | <a href="mailto:AVANBAAL@UMICH.EDU">AVANBAAL@UMICH.EDU</a>                                                                                           | 4/10/2025           |
| email       | <a href="mailto:AHARRISON@NATIONALFAIRHOUSING.ORG">AHARRISON@NATIONALFAIRHOUSING.ORG</a>                                                             | 4/11/2025           |
| email       | <a href="mailto:connor@uesconsulting.com">connor@uesconsulting.com</a>                                                                               | 4/24/2025           |
| email       | <a href="mailto:cwilkens@jsheld.com">cwilkens@jsheld.com</a>                                                                                         | 4/25/2025           |
| email       | <a href="mailto:BFROLIK@GORILAW.COM">BFROLIK@GORILAW.COM</a>                                                                                         | 4/28/2025           |
| email       | <a href="mailto:recordrequest-34455-1745604439760@requests.govrecordrequest.com">recordrequest-34455-1745604439760@requests.govrecordrequest.com</a> | 4/25/2025           |
| email       | <a href="mailto:recordrequest-34455-1745604439760@requests.govrecordrequest.com">recordrequest-34455-1745604439760@requests.govrecordrequest.com</a> | 4/25/2025           |
| email       | <a href="mailto:recordrequest-34455-1745604439760@requests.govrecordrequest.com">recordrequest-34455-1745604439760@requests.govrecordrequest.com</a> | 4/25/2028           |
| email       | <a href="mailto:recordrequest-34455-1745604439760@requests.govrecordrequest.com">recordrequest-34455-1745604439760@requests.govrecordrequest.com</a> | 4/25/2028           |
| in person   | <a href="mailto:pauldo2112@gmail.com">pauldo2112@gmail.com</a>                                                                                       | 4/28/2025           |
| email       | <a href="mailto:KAYLA.FOUST@JLL.COM">KAYLA.FOUST@JLL.COM</a>                                                                                         | 4/28/2025           |
| email       | <a href="mailto:INFO@AIFIRE.ORG">INFO@AIFIRE.ORG</a>                                                                                                 | 4/28/2025           |
| email       | <a href="mailto:najamiajavi@gmail.com">najamiajavi@gmail.com</a>                                                                                     | 4/29/2025           |
| email       | <a href="mailto:mc_d_payne@yahoo.com">mc_d_payne@yahoo.com</a>                                                                                       | 4/22/2025           |
| email       | <a href="mailto:LifeClaimPrint@unum.com">LifeClaimPrint@unum.com</a>                                                                                 | 4/22/2025           |
| email       | <a href="mailto:joshbapacker@gmail.com">joshbapacker@gmail.com</a>                                                                                   | 4/30/2025           |
| email       | <a href="mailto:wphanlin@gmail.com">wphanlin@gmail.com</a>                                                                                           | 4/30/2025           |
| email       | <a href="mailto:candace@troykearns.com">candace@troykearns.com</a>                                                                                   | 4/30/2025           |
| email       | <a href="mailto:CMARS57368@AOL.COM">CMARS57368@AOL.COM</a>                                                                                           | 4/18/2025           |
| email       | <a href="mailto:info@staymaven.co">info@staymaven.co</a>                                                                                             | 4/17/2025           |
| email       | <a href="mailto:danielle@evertitle.com">danielle@evertitle.com</a>                                                                                   | 4/30/2025           |
| email       | <a href="mailto:wphanlin@gmail.com">wphanlin@gmail.com</a>                                                                                           | 4/30/2025           |
| email       | <a href="mailto:danielle@evertitle.com">danielle@evertitle.com</a>                                                                                   | 5/1/2025            |
| email       | <a href="mailto:sarah.frerking@gmail.com">sarah.frerking@gmail.com</a>                                                                               | 5/1/2025            |
| email       | <a href="mailto:cmcgregor@ibewlocal53.org">cmcgregor@ibewlocal53.org</a>                                                                             | 4/28/2025           |
| email       | <a href="mailto:Sharon.weigand@construction.com">Sharon.weigand@construction.com</a>                                                                 | 5/5/2025            |
| email       | <a href="mailto:blue1.leigh@protonmail.com">blue1.leigh@protonmail.com</a>                                                                           | 4/4/2025            |
| email       | <a href="mailto:GOVERNMENT.PROJECT.INFORMATION@GMAIL.COM">GOVERNMENT.PROJECT.INFORMATION@GMAIL.COM</a>                                               | 4/10/2025           |
| email       | <a href="mailto:hi@eagleeyelive.com">hi@eagleeyelive.com</a>                                                                                         | 4/22/2025           |
| cert letter | Crossroads Correctional Center; 1115 E. Pence Road,<br>Cameron, MO 64429 Inmate #1365217                                                             | 4/15 emailed to IPD |
| email       | <a href="mailto:lucy.listens@gmail.com">lucy.listens@gmail.com</a>                                                                                   | 5/2/2025            |
| email       | <a href="mailto:auto.towkc@gmail.com">auto.towkc@gmail.com</a>                                                                                       | 5/5/2025            |

|       |                                                                                                                                                      |           |
|-------|------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| email | <a href="mailto:thismakestoo@gmail.com">thismakestoo@gmail.com</a>                                                                                   | 5/5/2025  |
| email | <a href="mailto:all@lislvp.net">all@lislvp.net</a>                                                                                                   | 5/5/2025  |
| email | <a href="mailto:trevastrickland@gmail.com">trevastrickland@gmail.com</a>                                                                             | 5/2/2025  |
| email | <a href="mailto:majw6259@yahoo.com">majw6259@yahoo.com</a>                                                                                           | 5/7/2025  |
| email | <a href="mailto:lidiagomez.0607@gmail.com">lidiagomez.0607@gmail.com</a>                                                                             | 4/24/2025 |
| email | <a href="mailto:Gowtham.K@coforge.com">Gowtham.K@coforge.com</a>                                                                                     | 5/2/2025  |
| email | <a href="mailto:Jenna@yellowdogreports.com">Jenna@yellowdogreports.com</a>                                                                           | 5/7/2025  |
| email | <a href="mailto:heather@communitymortgagekc.com">heather@communitymortgagekc.com</a> >                                                               | 5/7/2025  |
| email | <a href="mailto:recordrequest-34455-1746392403828@requests.govrecordrequest.com">recordrequest-34455-1746392403828@requests.govrecordrequest.com</a> | 5/5/2025  |
| email | <a href="mailto:recordrequest-34455-1746392403828@requests.govrecordrequest.com">recordrequest-34455-1746392403828@requests.govrecordrequest.com</a> | 5/5/2025  |
| email | <a href="mailto:recordrequest-34455-1746392403828@requests.govrecordrequest.com">recordrequest-34455-1746392403828@requests.govrecordrequest.com</a> | 5/5/2025  |
| email | <a href="mailto:recordrequest-34455-1746392403828@requests.govrecordrequest.com">recordrequest-34455-1746392403828@requests.govrecordrequest.com</a> | 5/5/2025  |
| email | <a href="mailto:recordrequest-34455-1746392403828@requests.govrecordrequest.com">recordrequest-34455-1746392403828@requests.govrecordrequest.com</a> | 5/5/2025  |
| email | <a href="mailto:john.england@truefootage.tech">john.england@truefootage.tech</a>                                                                     | 5/7/2025  |
| email | <a href="mailto:robert@cgenvironmentalservices.com">robert@cgenvironmentalservices.com</a>                                                           | 5/12/2025 |
| email | <a href="mailto:RYAN_FOX@HOTMAIL.COM">RYAN_FOX@HOTMAIL.COM</a>                                                                                       | 5/12/2025 |
| email | <a href="mailto:blue1.leigh@protonmail.com">blue1.leigh@protonmail.com</a>                                                                           | 4/24/2025 |
| email | <a href="mailto:BFROLIK@GORILAW.COM">BFROLIK@GORILAW.COM</a>                                                                                         | 4/28/2025 |
| email | <a href="mailto:cmcgregor@ibewlocal53.org">cmcgregor@ibewlocal53.org</a>                                                                             | 4/28/2025 |
| email | <a href="mailto:recordrequest-34455-1747008002699@requests.govrecordrequest.com">recordrequest-34455-1747008002699@requests.govrecordrequest.com</a> | 5/12/2025 |
| email | <a href="mailto:texdan2660@aol.com">texdan2660@aol.com</a>                                                                                           | 5/12/2025 |
| email | <a href="mailto:evan.chiles@centric.build">evan.chiles@centric.build</a>                                                                             | 4/24/2025 |
| email | <a href="mailto:zmcnulty980@gmail.com">zmcnulty980@gmail.com</a>                                                                                     | 5/12/2025 |
| phone | <a href="mailto:jgnickell@ih1.org">jgnickell@ih1.org</a>                                                                                             | 5/12/2025 |
| email | US Postal                                                                                                                                            | 5/13/2025 |
| email | <a href="mailto:familypropertieskc@gmail.com">familypropertieskc@gmail.com</a>                                                                       | 5/14/2025 |
| email | <a href="mailto:letsbefair67@gmail.com">letsbefair67@gmail.com</a>                                                                                   | 5/15/2025 |
| email | <a href="mailto:brandon_pattison@icloud.com">brandon_pattison@icloud.com</a>                                                                         | 5/15/2025 |
| email | <a href="mailto:INFO@AIFIRE.ORG">INFO@AIFIRE.ORG</a>                                                                                                 | 5/19/2025 |
| email | <a href="mailto:thismakestoo@gmail.com">thismakestoo@gmail.com</a>                                                                                   | 5/5/2025  |
| email | <a href="mailto:heather@communitymortgagekc.com">heather@communitymortgagekc.com</a> >                                                               | 5/7/2025  |
| email | <a href="mailto:danielle@evertitle.com">danielle@evertitle.com</a>                                                                                   | 5/19/2025 |
| email | <a href="mailto:recordrequest-34455-1747623603918@requests.govrecordrequest.com">recordrequest-34455-1747623603918@requests.govrecordrequest.com</a> | 5/19/2025 |

|           |                                                                                                                                                           |           |
|-----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| email     | recordrequest-34455-<br>1747623603918@requests.govrecordrequest.com                                                                                       | 5/19/2025 |
| email     | recordrequest-34455-<br>1747623603918@requests.govrecordrequest.com                                                                                       | 5/19/2025 |
| email     | recordrequest-34455-<br>1747623603918@requests.govrecordrequest.com                                                                                       | 5/19/2025 |
| email     | <a href="mailto:recordrequest-34455-1747623603918@requests.govrecordrequest.com">recordrequest-34455-<br/>1747623603918@requests.govrecordrequest.com</a> | 5/19/2025 |
| email     | <a href="mailto:recordrequest-34455-1747008002699@requests.govrecordrequest.com">recordrequest-34455-<br/>1747008002699@requests.govrecordrequest.com</a> | 5/12/2025 |
| email     | <a href="mailto:recordrequest-34455-1747008002699@requests.govrecordrequest.com">recordrequest-34455-<br/>1747008002699@requests.govrecordrequest.com</a> | 5/12/2025 |
| email     | <a href="mailto:recordrequest-34455-1747008002699@requests.govrecordrequest.com">recordrequest-34455-<br/>1747008002699@requests.govrecordrequest.com</a> | 5/12/2025 |
| email     | <a href="mailto:recordrequest-34455-1747008002699@requests.govrecordrequest.com">recordrequest-34455-<br/>1747008002699@requests.govrecordrequest.com</a> | 5/12/2025 |
| email     | <a href="mailto:j.blomquist@chm-inc.org">j.blomquist@chm-inc.org</a>                                                                                      | 5/19/2025 |
| email     | <a href="mailto:danielle@evertitle.com">danielle@evertitle.com</a>                                                                                        | 5/20/2025 |
| email     | <a href="mailto:danielle@evertitle.com">danielle@evertitle.com</a>                                                                                        | 5/20/2025 |
| mail      |                                                                                                                                                           | 5/20/2025 |
| email     | <a href="mailto:dwilson.cca@gmail.com">dwilson.cca@gmail.com</a>                                                                                          | 5/20/2025 |
| in person | <a href="mailto:ana@Zkchomes.com">ana@Zkchomes.com</a>                                                                                                    | 5/9/2025  |
| in person | rose vancg_1971@hotmail.com                                                                                                                               | 5/9/2025  |
| email     | <a href="mailto:DEBBIE@STEELINTHEAIR.COM">DEBBIE@STEELINTHEAIR.COM</a>                                                                                    | 5/14/2025 |
| email     | <a href="mailto:VKemp@sbsite.com">VKemp@sbsite.com</a>                                                                                                    | 5/15/2025 |
| email     | <a href="mailto:dct041@gmail.com">dct041@gmail.com</a>                                                                                                    | 5/27/2025 |
| email     | <a href="mailto:JSANDERS@BKTPLAW.COM">JSANDERS@BKTPLAW.COM</a>                                                                                            | 5/6/2025  |
| email     | <a href="mailto:Glenda.Egan@mspd.mo.gov">Glenda.Egan@mspd.mo.gov</a>                                                                                      | 5/23/2025 |
| email     | <a href="mailto:ES_SUMMIT@YARDI.COM">ES_SUMMIT@YARDI.COM</a>                                                                                              | 3/5/2025  |
| email     | recordrequest-34455-<br>1748239204924@requests.govrecordrequest.com                                                                                       | 5/27/2025 |
| email     | recordrequest-34455-<br>1748239204924@requests.govrecordrequest.com                                                                                       | 5/27/2025 |
| email     | recordrequest-34455-<br>1748239204924@requests.govrecordrequest.com                                                                                       | 5/27/2025 |

|       |                                                                                                                                                      |           |
|-------|------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| email | <a href="mailto:recordrequest-34455-1748239204924@requests.govrecordrequest.com">recordrequest-34455-1748239204924@requests.govrecordrequest.com</a> | 5/27/2025 |
|-------|------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|

|       |                                                                 |           |
|-------|-----------------------------------------------------------------|-----------|
| email | recordrequest-34455-1748239204924@requests.govrecordrequest.com | 5/27/2025 |
|-------|-----------------------------------------------------------------|-----------|

|       |                                                                  |           |
|-------|------------------------------------------------------------------|-----------|
| email | <a href="mailto:WEDDINGINKC@GMAIL.COM">WEDDINGINKC@GMAIL.COM</a> | 4/22/2025 |
|-------|------------------------------------------------------------------|-----------|

|           |                                                                    |           |
|-----------|--------------------------------------------------------------------|-----------|
| cert mail | <a href="mailto:deschmidli@comcast.net">deschmidli@comcast.net</a> | 4/28/2025 |
|-----------|--------------------------------------------------------------------|-----------|

|       |                                                            |           |
|-------|------------------------------------------------------------|-----------|
| email | <a href="mailto:dittys@hotmail.com">dittys@hotmail.com</a> | 5/27/2025 |
|-------|------------------------------------------------------------|-----------|

|       |                                                                    |           |
|-------|--------------------------------------------------------------------|-----------|
| email | <a href="mailto:danielle@evertitle.com">danielle@evertitle.com</a> | 5/27/2025 |
|-------|--------------------------------------------------------------------|-----------|

3301 S. Elizabeth Ave.  
13905 E. Noland Court  
FY25 Roadway Seal Project  
Copy of req from Bob Buckley  
719/721 E College Street

|               |         |
|---------------|---------|
| 906 N 291 Hwy | \$37.94 |
|---------------|---------|

Copy of Malik Jackson's request

2315 S Harris Ave

List of officers/dist

PO transactions

emails (dog video)

Jarnagin v COI

Exec Session votes

13101 E. 43rd St. S

Judge oaths/case info

1204 E. Stone St

L McDonald Letter

1405 North Cottage Street

17901 E. Fall Dr.

8986396 & 8958568

Vendor/Purchase info 1/1/22 - present

code violations reported from 02/18/25 -  
03/26/25

2301 S. Savage

2111 Colony Lane

2111 Colony Lane

Indep Ridge Apts

728 N. Fuller

Purchases 8/15/24-present

|                                                                     |          |
|---------------------------------------------------------------------|----------|
| 13500, 13520, 13700,13720,13900, 40 Hwy<br>4600 and4610 S Noland Rd | \$244.09 |
|---------------------------------------------------------------------|----------|

719 E. College St. Apt B

1222 S. McHenry St

130 N. Willis

Kayla Reynolds

319 N. Cochise Dr

|                       |          |         |
|-----------------------|----------|---------|
| 4580 S Bass Pro Drive | \$517.94 | \$37.94 |
|-----------------------|----------|---------|

Bids for seals proj

bid tabulation seals proj

Asphalt Overlay Bids

710 N Willis Ave.

715 S. Savage St.  
705 N. Dodgion Ave.  
3005 S. Granite Ave  
list of open code viol

Azure Apts

|                      |          |
|----------------------|----------|
| Solar permits        | \$94.85  |
| Indep Ridge Apts     | \$289.60 |
| 16304 E. 38th Terr S | \$37.94  |

cell tower apps

Asphalt Overlay

Leslie to Crane & Hereford storm drain  
improvements

Rockwood

software info for utility billing

Courtney Bend

Rock Creek

Rockwood

Donnie Kirkland

24 Hwy & River Water Main Replacement

Protective Coating Courtney Bend

14400 E. 42nd St. S  
202 E. Short Ave  
English vs COI Witness List  
bus lic for A&A Auto  
325 S. Shrank Ave.

Cert of Ins for B&C General contractor LLC

3517 S. Mize Ridge Ct

2024 Pavement Maintenance

10917 & 10923 E. Winner Rd  
1206 Baker Drive  
705-707 Dodgion



General orders/policies/procedures

Utility disconnect Info

|                 |          |
|-----------------|----------|
| Adirondack Apts | \$480.00 |
|-----------------|----------|

20301 E. 45th St

3224 S. Sioux Ave

Lake City

23rd St. Water Main Replacement RD Mize  
to Redwood

Primary Clairfier Blower & Effluent Flow  
Meter

Filter Surface Water Piping rep at Courtney  
Bend

Rock Creek Watershed CMP Rep & Repla

1905 S. Arlington

401 North Hocker Terrace

307 E. Kansas Ave.

1206 Baker Drive

15201 E. 42nd Terr S/Douglas Payne

|                 |         |
|-----------------|---------|
| DeVante McShann | 25-3903 |
|-----------------|---------|

Indep Ridge Fire

A1 Tree Care

current code viol & Dang Bldgs

Reports for March

short term rental info

1204 E. Stone St.

A1 Tree Care

1449 N. Inca Dr

9013047

Jeremy Killingsworth

Little Blue & 78 Hwy

|                                               |          |
|-----------------------------------------------|----------|
| info on settled lawsuits from 2018 to present | \$132.40 |
|-----------------------------------------------|----------|

|                |         |
|----------------|---------|
| IT information | \$53.25 |
|----------------|---------|

|                                      |          |
|--------------------------------------|----------|
| shoplifting reports/body cam footage | \$831.29 |
|--------------------------------------|----------|

Information fromResourceX

EW Transport

703 S. Crysler  
Bailey Briggs  
Glandale Apts  
1637 S. Drumm Ave  
Food Insp for Los Amigos  
809 S. Carlisle  
40307 E. Tapscott Rd Lone Jack  
1840 S. Maywood Ave.

fire staion bids

Rock creek Pump repair 1 3/6/24

Courtney Bend Transfer Pump

Crack filling 3/15/24

Mowing bids

526 S. Hardy Ave.  
17300 E. US 24 Hwy  
outstanding code viol 4/1 to present  
Charter  
Lake City  
Jeremy Killingsworth

Street cut repairs 5/7/25

Rpt #7816901

City Center Renovations; fire stations

24-000616  
719 N. Fuller St.  
18100 E. 24th Terr S  
719 N. Fuller  
1402 W. Walnut  
open code violations  
18304-18306 East 12th Terrace  
703 S. Crysler  
1840 S. Maywood Ave.  
4908 S. Cedar Crest Ave.

Protective Coating Courtney Bend 6/16/23

Crysler Ave. Bridget No. 112108

2023 Asphal Overlay Proj 112202-5

Engineered Wood Fiber

Vaile Sidewalk Phase 2

Replacement slaker#6 Courtney Bend

Courtney Bend Lime Bend Replacement  
9/25/23

Courtney Bend Anthracite Add 12/8/23

Courtney Bend Amonia Feeder 7/3/23

1360 Baker Dr.  
637 W. Powahatan Court  
11912 E. 32nd St S.  
19106 E. 37th Terr S  
705 Dodgion Ave  
331 S Shrank Ave  
331 S. Shrank Ave.

906 N M 291 Hwy  
Cell tower apps  
IRIS Contract  
Courtney Bend  
Acree Utility Acct Info

Azure Apts

\$15.66

US 24 Highway Water Main Relocation'

Lawn Care for Power & Light'

Pavement Maintenance Roadway Seals -  
Project No. 112201-4'

Bridge Repairs 2022-2023, No. 112214'

Lawn Care for Water Department'  
notes/msgs from 4/21 mtg

|                                |         |
|--------------------------------|---------|
| settlement info/communications | \$56.91 |
| 424 Pleasant St.               |         |
| 1910 Vista Drive               |         |

4/1 emailed req; nothing found, records destroyed  
4/1 emailed to req  
4/2 emailed to req  
4/2 emailed to req  
4/2 emailed to req

\*Send to James Newell @ Lauber for review 3/3 email for pymt; 3/20 email to process; **3/24 link sent to Lauber for review; 4/2 link emailed to req**

4/2 emailed to req  
4/2 emailed to req  
3/31 email for status; 4/3 emailed to req  
4/7 emailed to req  
4/7 emailed to req  
4/8 emailed to req  
4/8 information is closed  
4/9 emailed to req  
4/9 emailed to req  
4/9 emailed to req  
4/10 emailed to req  
4/10 emailed to req  
4/10 emailed to req  
4/11 emailed to req  
4/7 emailed to req  
3/28 emailed to req

Fire - no above or under ground tanks no  
fires, hazardous chemical reports or spills

3/28 codes sent; 4/11 fire sent

4/11 emailed to req  
4/11 emailed to req  
4/11 emailed to req  
4/11 emailed to req  
3/31, 4/7, 4/11 email for status; 4/11 emailed to req

1 hour fire; 10 hrs permits, 2 hrs zoning

3/26 email for payment

4/11 emailed to req  
4/14 emailed to req  
4/14 emailed link to req  
4/14 nothing found  
4/14 nothing found

4/8 email for pymt; 4/14 emailed site plans. They  
didn't want the COs

4/15 emailed to req  
4/15 emailed to req  
4/15 emailed to req  
4/15 emailed to req; nothing found.

4/16 emailed to req

4/17 emailed to req

4/17 emailed to req

4/18 emailed to req

4/18 We do not have this information

4/10 email for pymt

4/8 email for payment; 5/13 lin emailed to req

4/8 email for payment

4/18 emailed to req

4/18 emailed to req

4/18 emailed to req

4/18 emailed to req

4/18 email to req

4/18 emailed to req

4/18 emailed to req

4/18 emailed to req

4/18 handled by IPD on 4/11

4/18 emailed to req

4/18 emailed to req

4/18 emailed to req

4/18 email for status; 4/21 emailed to req

F

4/23 emailed to req

4/23 emailed to req

4/23 emailed to req

4/24 emailed to req

4/24 sent Courtney Bend and Asphalt overlay

4/21 fire & Muni Srvs emailed; 4/22 emailed zoning

4/23 emailed to req

4/21 emailed to req

4/11 email for status; 4/11 email to req asking him to narrow down what he wants; 4/24 didn't hear back from req

4/16 emailed to req

4/11 email for pymt; site plans mailed

4/24 emailed to req

4/28 emailed to req

4/28 emailed to req

4/28 emailed to req

4/28 emailed to req

4/28 emailed to req

4/28 emailed to req

4/28 emailed req; nothing found

4/29 emailed to req

4/29 emailed to req

4/29 email to req

4/24 emailed to req

4/29 emailed to req; 6/2 emailed again

4/30 emailed to req

4/30 emailed to req

4/30 emailed to req

4/30 emailed to req

4/29 email for status; 5/1 emailed req, does not exist

5/1 emailed to req

4/29 emailed to req

5/1 emailed to req

5/2 emailed to req

5/5/ emailed to req

5/5 emailed req; nothing found

4/7 partial info emailed to req; 4/23 email for pymt

one hour for IT; 2 hours for police

4/15 email to IPD for est time to process; 4/18 email for status to PD; 4/18 email for pymt

4/22 list of cases emailed & pymt for bodycam footage

5/5 emailed to req

5/5 emailed to req

5/5 emailed to req  
5/6 emailed to req  
5/6 emailed to req ;nothing found  
5/7 emailed req; nothing found  
5/6 email for status; 5/7 emailed to req  
5/7 emailed req; nothing found  
5/7 emailed to req  
5/7 emailed req; nothing found

5/7 emailed to req

5/7 emailed to req

5/7 emailed to req

5/7 emailed to req

5/7 emailed to req  
5/7 emailed to req; nothing found  
5/12 emailed to req  
5/12 emailed to req  
4/30 email for clarification of req  
4/28 emailed to req  
5/7 emailed to req

5/13 email to req, not available yet  
5/13 emailed to req

5/13 email for status; links emailed to req

5/13 link emailed to req

email to Geri Nickell at IHA

5/14 emailed to Geri Nickell  
5/14 mailed to req  
5/15 emailed to req  
5/19 emailed req; nothing found for either  
5/19 emailed to req  
5/19 emailed to req  
5/15 emailed to req  
5/7 emailed req; nothing found  
5/19 emailed to req; nothing found

5/19 emailed to req



5/19 emailed to req

5/19 emailed to req

5/19 emailed to req

5/19 emailed to req

5/19 emailed to req

5/19 emailed to req

5/19 emailed to req

5/19 emailed to req

5/20 emailed to req

5/20 emailed to req

5/20 emailed to req

5/20 emailed to req

5/21 mailed to req

5/21 emailed to req

5/19 email for status; 5/21 emailed to req

5/19 email for status; 5/21 emailed to

pvang@kumc.edu

5/22 Emailed to req

5/22 emailed req; nothing found

5/27 emailed to req

5/27 emailed to req in two emails

5/27 emailed to req

3/5 email to req; need authorizations; 513 reopened;

email for pymt sent

5/27 emailed to req

5/27 emailed to req

5/27 emailed to req

816-377-7590

5/27 emailed to req

5/27 emailed to req

5/27 emailed to req

5/5 pymt rec'd; email to process; 5/27 emailed to req

5/28 emailed to req

5/28 emailed to req