



CITY COUNCIL Regular Meeting

August 4, 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. 25-773 A resolution recognizing Madeline Rincon, Social Media Manager for the Communications Department, as the ISTAR Award recipient for August 2025. **Item passes 6-0 Res. No. 7152**

PROCLAMATIONS

CONSENT AGENDA

Reports and Recommendations of the City Manager

1. Approval of minutes for the Regular Meetings on July 7 and July 21, 2025. **Approved**
2. Council action is requested to expend \$321,268.65 in purchase orders for fiscal year 2025-2026 to C1, for continued software, licensing and support for the City's data center. **Approved**
3. Council action is requested to issue a \$1,300,000.00 purchase order for fiscal year

2025-2026 to John Moore Oil Company for periodic fuel oil purchases for the Power & Light Department. **Approved**

4. Council action is requested to expend \$909,001.37 in purchase orders to Logicalis for fiscal years 25/26–30/31, to continue the use of cybersecurity services. **Approved**
5. Council action is requested to authorize the expenditure of \$664,000 in Fiscal Year 2025–2026 to USIC Locating Services, Inc. for utility locating services provided to the Municipal Services and Power & Light Departments. **Approved**
6. Council action is requested to authorize the issuance of a purchase order to Logic, Inc. in the amount of \$248,775.39 for the purchase of three Variable Frequency Drives (VFDs) for the Rock Creek Pump Station, as part of Project No. 302605. **Approved**
7. 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. **Approved**

RESOLUTIONS

1. 25-774 A resolution amending Articles IV and V as they pertain to Holidays of the City of Independence Personnel Policies and Procedures Manual **Item passes 6-0 Res. No. 7153**
2. 25-775 A resolution amending Article IV as it pertains to Leave of Absence of the City of Independence Personnel Policies and Procedures Manual **Item passes 6-0 Res. No. 7154**
3. 25-776 A resolution amending Article IV as it pertains to Sick Leave of the City of Independence Personnel Policies and Procedures Manual **Item passes 6-0 Res. No. 7155**
4. 25-777 A resolution amending Article VI as it pertains to Separation and Disciplinary Action of the City of Independence Personnel Policies and Procedures Manual **Approved Res. No. 7156**

REGULAR AGENDA

PUBLIC HEARING(S)

1. A public hearing for the application to rezone the property at 19300 E. 37th Terrace from C-2, General Commercial, to R-30/PUD, High Density Residential/Planned Unit Development and approval of a Preliminary Development Plan. **New Information Only.**

25-061 **2R** An ordinance approving a rezoning from District C-2 (General Commercial) to District R-30/PUD (High Density Residential/Planned Unit Development) and approving a Preliminary Development Plan for the property located at 19300 East 37th Terrace South. **2R Item passes 6-0 Ord. No. 19705**

ORDINANCES

1. 25-062 **2R** 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. **2R Item passes 6-0 Ord. No. 19706**
2. 25-063 **2R** 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. **2R Item passes 6-0 Ord. No. 19707**

FIRST READING(S)

1. 25-064 **1R** An ordinance authorizing the issuance of not to exceed \$32,000,000 principal amount of general obligation bonds, series 2025 of the City of Independence, Missouri, and certain other documents and actions by the City. **1R Read**
2. 25-065 **1R** An Ordinance amending Ordinance No.19425 and the HOME-ARP 2021-22 Annual Action Plan; and making the necessary appropriations **1R Read**
3. 25-066 **1R** An ordinance authorizing the Industrial Development Authority of the City of Independence, Missouri, to amend its articles of incorporation. **1R Read**
4. 25-067 **1R** An ordinance authorizing the acceptance of funding from Jackson County, Missouri, through a recipient award from COMBAT, which allocates \$90,000.00 to the City of Independence, Missouri, for a substance use and prevention program and adopting amendments to the Fiscal Year 2025-2026 budget, which was approved by Ordinance No. 19682. **1R Read**
5. 25-068 **1R** An ordinance authorizing the City Manager to execute a grant agreement with the Missouri Highways and Transportation Commission for the realignment of the East US-24 Highway and South Ash Avenue intersection, in connection with the 24 Highway Complete Streets Phase 3 Project (City Project No. 112212 / Federal

INFORMATION ONLY

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



INDEPENDENCE * MISSOURI *

A GREAT AMERICAN STORY

City Council Regular Meeting Minutes

July 7, 2025 6:00 PM

Council Chambers - 111 E. Maple Ave.

INVOCATION

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

Laurie Dean Wiley gave the invocation.

THE PLEDGE OF ALLEGIANCE

ROLL CALL

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

CITIZEN REQUESTS

Hannah Mullins spoke on Resolution 25-761, short-term rental for 14901 E. 40th Street South.
Maureen Seskis spoke on Resolution 25-761, short-term rental for 14901 E. 40th Street South.
Phoebe Forbes spoke on Resolution 25-761, short-term rental for 14901 E. 40th Street South.
Harold Ellis spoke on Resolution 25-761, short-term rental for 14901 E. 40th Street South.
Jeanette Miller spoke on Resolution 25-761, short-term rental for 14901 E. 40th Street South.
Renee Hughes spoke on Resolution 25-761, short-term rental for 14901 E. 40th Street South.
Pam Ellis spoke on Resolution 25-761, short-term rental for 14901 E. 40th Street South.
Kim Perciciaro spoke on Resolution 25-761, short-term rental for 14901 E. 40th Street South.
Lucy Young spoke on the IPL Charter Governance Review

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.

Item Postponed to 7/21/25 6-0

Councilmember Perkins moved to Table the item as the recipient could not attend the meeting this evening. Motion seconded by Councilmember McCandless.

AYES (6): Mayor Rowland, Councilmember Fears, Councilmember McCandless, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley

NAYS (0): None

ABSENT (1): Councilmember Stewart

Item is postponed to July 21 - 6-0

PROCLAMATIONS

1. A Proclamation recognizing July as Parks and Recreation Month **Presented**

The proclamation was presented to Diane Keyser.

CONSENT AGENDA

Reports and Recommendations of the City Manager

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

Items pulled for special consideration were:

Item number 2, 13, 14 and resolution 25-762 pulled by Councilmember McCandless

Item number 12 pulled by Councilmember Perkins

Resolution 25-760 pulled by Councilmember Wiley, and

Resolution 25-761 pulled by Councilmember Vaught

AYES (6): Mayor Rowland, Councilmember Fears, Councilmember McCandless, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley

NAYS (0): None

ABSENT (1): Councilmember Stewart

Consent Agenda passes 6-0

1. Approval of minutes for the Regular Meetings on June 2 and June 16, 2025.
Approved
2. Council action is requested to expend \$150,050 in purchase orders for fiscal year 2025-2026 to ESRI, for software licensing. **Approved**

This item was pulled by Councilmember McCandless.

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

Councilmember Perkins.

This is one of many items that are coming up on this agenda due to this being the start of the new fiscal year. All are budgeted expenses.

AYES (6): Mayor Rowland, Councilmember Fears, Councilmember McCandless, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley

NAYS (0): None

ABSENT (1): Councilmember Stewart

Item passes 6-0

3. Council action is requested to expend \$172,522.23 in purchase orders for fiscal year 2025-2026 to Azteca Systems, LLC, for Cityworks software licensing. **Approved**
4. Council action is requested to expend \$114,251.76 in purchase orders for fiscal year 2025-2026 to AVI-SPL for the continuation of licensing and vendor support for the utility customer service call center telephone system. **Approved**
5. Council action is requested to expend \$627,325.47 in purchase orders for fiscal year 2025-2026 to Logicalis for the renewal of Microsoft Office Licensing. **Approved**
6. Council action is requested to authorize the issuance of a purchase order to Layne Christensen Company in the amount of \$860,000.00 for the rehabilitation and overhaul of the Horizontal Collector Well at the Courtney Bend Water Treatment Plant, for the Water Production division of the Municipal Services Department. **Approved**
7. Council action is requested to issue a purchase order to Olathe Ford in the amount of \$228,276.60 for the purchase of 5 Fleet vehicles to replace aging vehicles. **Approved**
8. Council action is requested to authorize the City Manager to enter into an agreement with Catalyst Property Group, LLC to sell approximately 1.69 acres of real property located at 20221 E. Jackson Drive, Independence, Missouri. **Approved**
9. Council action is requested to expend \$592,748.58 in purchase orders for fiscal year 2025-2026 to C1, to continue the use of cybersecurity infrastructure. **Approved**
10. Council action to expend \$900,000 to Symmetry for natural gas and supply management services for the Power & Light Department for the period from July 1, 2025 through October 31, 2025. **Approved**
11. Council action is requested to issue blanket purchase orders to Monaco Property

Services, Estrada Services and DuPree Landscaping & Lawn Care in an amount of \$350,000 for the 2025-26 Code Enforcement Abatement Services for the Community Development Department. **Approved**

12. Council action is requested authorizing a contract with the Kansas City Area Transportation Authority for the purpose of providing transit services for the period of July 1, 2025 through June 30, 2026. **Item is postponed to 7/21/25 6-0**

This item was pulled by Councilmember Perkins.

Councilmember Perkins moved to postpone this item to July 21st. Seconded by Councilmember McCandless.

AYES (6): Mayor Rowland, Councilmember Fears, Councilmember McCandless, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley

NAYS (0): None

ABSENT (1): Councilmember Stewart

Item is postponed to July 21st. 6-0

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

This item was pulled by Councilmember McCandless.

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

This is related to the Square Streetscape project. One area was found to have a basement that extended into the right-of-way and into the street area. This is to make sure this is no longer a potential safety issue to pedestrians or vehicles. This part will still be restricted during the Santa Caligon festival.

AYES (6): Mayor Rowland, Councilmember Fears, Councilmember McCandless, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley

NAYS (0): None

ABSENT (1): Councilmember Stewart

Item passes 6-0

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

Approved

This item was pulled by Councilmember McCandless.

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

The Marijuana Sales Tax funds will be used to renovate the Independence Utilities Center for the police department to move into the building.

AYES (6): Mayor Rowland, Councilmember Fears, Councilmember McCandless, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley

NAYS (0): None

ABSENT (1): Councilmember Stewart

Item passes 6-0

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

Approved

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)*
Item postponed to 7/21/25 6-0

This item was pulled by Councilmember Wiley.

Councilmember Wiley made a motion to postpone this item to July 21st. Seconded by Councilmember Vaught.

AYES (6): Mayor Rowland, Councilmember Fears, Councilmember McCandless, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley

NAYS (0): None

ABSENT (1): Councilmember Stewart

Item is postponed to July 21st, 6-0

2. 25-761 A resolution approving a Short-Term Rental for the property located at 14901 E. 40th Street South, in Independence, Jackson County, Missouri. *(Valid legal protest filed. Requires 5 votes for approval.)* **Item fails 4-2**

This item was pulled by Councilmember Vaught.

This is the petitioner's primary residence. She will be staying at another location while it is being rented.

Councilmember Vaught has had several emails and messages from concerned neighbors in the area. She feels she needs to take their concerns into consideration when voting on this item.

Item requires 5 votes for approval

Ayes: Councilmember Fears, Councilmember McCandless, Councilmember Wiley and Mayor Rowland

Nays: Councilmember Perkins and Councilmember Vaught

Item fails 4-2

3. 25-762 A resolution authorizing an agreement with the United Steel Workers Collective Bargaining Unit, for the term of July 7, 2025 through June 30, 2028. **Item passes 6-0 Res.No. 7139**

This item was pulled by Councilmember McCandless.

This is the collective bargaining agreement with the Steel Workers' Union.

Councilmember McCandless moved to approve the item as presented. Motion seconded by Councilmember Perkins.

AYES (6): Mayor Rowland, Councilmember Fears, Councilmember McCandless, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley

NAYS (0): None

ABSENT (1): Councilmember Stewart

REGULAR AGENDA

PUBLIC HEARING(S)

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

This item was presented by Assistant Community Development Director, Rick Arroyo.

This rezoning was considered by the Planning Commission on May 13th of this year. The Planning Commission voted in favor of this rezoning.

This is to rezone a property at the corner of E. 35th Street South and E. 35th Street Court from I-1 Industrial to C-2 Commercial to allow use of a convenience store.

No new information to provide.

25-044 2R An ordinance approving a rezoning from District I-1 (Industrial) to District C-2 (General Commercial) for the property located at 13893 East 35th Street Court South. 2R **Item passes 4-2 Ord. No. 19688**

If issues arise with this business, the City has the authority to revoke the license.

AYES (4): Mayor Rowland, Councilmember Fears, Councilmember McCandless, Councilmember Wiley

NAYS (2): Councilmember Vaught, Councilmember Perkins
ABSENT (1): Councilmember Stewart

Item passes 4-2

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

Assistant Community Development Director, Rick Arroyo gave the presentation for this item.

This special use permit was also considered by the Planning Commission on May 13th of this year.

The Planning Commission voted in favor of this special use permit.

This is for a special use permit to allow a convenience store less than 500 feet from residential in this case at the corner of E. 35th street south or specifically the location of the rezoning that was just considered.

No new information to provide.

25-045 2R An ordinance approving a Special Use Permit to operate a convenience store without fuel sales at 13893 East 35th Street Court South, in Independence, Missouri. **2R Item passes 4-2 Ord. No. 19689**

Councilmember Vaught is concerned about the foot traffic in this area. She does not feel this is a safe area for a convenience store.

AYES (4): Mayor Rowland, Councilmember Fears, Councilmember McCandless, Councilmember Wiley

NAYS (2): Councilmember Vaught, Councilmember Perkins

ABSENT (1): Councilmember Stewart

Item passes 4-2

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

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

This Planned Unit Development (PUD) was considered by the Planning Commission on May 13th of this year also.

The Planning Commission voted in favor of this PUD.

This is a revision of a PUD application for the Cable Dahmer Crash Champions collision repair center that was approved by this Council back in August (19th) of 2024. This revision alters the location of the building expansion mostly from the west to the south side requiring a revised PUD approval. Many of the elements from the previous application remain the same.

No new information to provide.

25-046 **2R** An ordinance approving a Preliminary Development Plan for the property located at 1550 S. Noland Road in District C-2/PUD (General Commercial/Planned Unit Development) in Independence, Missouri. **2R Item passes 6-0 Ord. No. 19690**

AYES (6): Mayor Rowland, Councilmember Fears, Councilmember McCandless, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley

NAYS (0): None

ABSENT (1): Councilmember Stewart

Item passes 6-0

ORDINANCES

1. 25-043 **2R** An ordinance approving the petition for the establishment of the Pavilions at Hartman Heritage Community Improvement District, establishing the district, making findings and authorizing actions related to establishment of the district. **2R Item passes 5-1 Ord. No. 19691**

AYES (5): Councilmember Fears, Councilmember McCandless, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley

NAYS (1): Mayor Rowland

ABSENT (1): Councilmember Stewart

Item passes 5-1

FIRST READING(S)

1. 25-047 **1R** An ordinance authorizing the acceptance of funding from the Jackson County, Missouri 911 System Fund, through a resolution passed by the Jackson County, Missouri Legislature, which allocates \$469,181.00 to the City of Independence, Missouri, for the police department's use; appropriating the necessary funds; and authorizing future change orders and appropriations for the same project. **1R Read**
2. 25-048 **1R** An ordinance authorizing the acceptance of funding from the U.S. Department of Justice, Bureau of Justice Assistance, Office of Justice Programs, FY 2024 Byrne Justice Assistance Grant (JAG) Program, through a memorandum of understanding with Kansas City, Missouri, which allocates \$50,214.00 to the City of Independence, Missouri, for the police department's use; appropriating the necessary funds; and authorizing future change orders and appropriations for the same project. **1R Read**
3. 25-049 **1R** An ordinance authorizing acceptance of a grant in the amount of \$30,000.00 from the Missouri Department of Transportation for reimbursement

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

4. 25-050 **1R** An ordinance authorizing acceptance of a grant in the amount of \$500,000.00 from the Missouri Department of Transportation for reimbursement for LETSAC Conference fees and an overtime program for hazardous moving violations enforcement from October 1, 2025 to September 30, 2026; authorizing future change orders, extensions, amendments or addendums for additional funding for the same project and making the necessary appropriations. **1R Read**
5. 25-051 **1R** An ordinance authorizing acceptance of a grant in the amount of \$1,156,000.00 from the Missouri Department of Transportation for reimbursement of Drug Recognition Expert (DRE) Conference fees and overtime programs for the police department for impaired driving enforcement and youth alcohol liquor compliance checks from October 1, 2025, to September 30, 2026; authorizing future change orders and/or time extensions for the same project and making the necessary appropriations. **1R Read**
6. 25-052 **1R** An ordinance authorizing acceptance of a grant in the amount of \$50,000.00 from the Missouri Department of Transportation for reimbursement of overtime for occupant protection enforcement programs from October 1, 2025, to September 30, 2026; authorizing future change orders, extensions, amendments or addendums for additional funding for the same project and making the necessary appropriations. **1R Read**
7. 25-053 **1R** An ordinance approving a Final Plat for Tybrook Estates -2nd Plat located west of Powell Road north of Truman Road in Independence, Jackson County, Missouri. **1R Read**
8. 25-054 **1R** An ordinance approving a rezoning from District R-6 (Single-Family Residential) and District C-2 (General Commercial) to District R-6 (Single-Family Residential) for the properties located at 15430 and 15440 E. US 24 Highway. **1R Read**
9. 25-055 **1R** An ordinance approving a rezoning from District I-1 (Industrial) and R-12 (Two-Family Residential) to District R-6 (Single-Family Residential) for the property located at 11307 E. Aaron Lane. **1R Read**
10. 25-056 **1R** An ordinance approving a Special Use Permit to operate a convenience store without fuel sales at 104 E. Lexington Avenue, in

Independence, Missouri. **1R Read**

11. 25-057 **1R** An ordinance amending the Unified Development Ordinance, Chapter 14, of the Independence City Code pertaining to the billboard setback requirements. **1R Read**
12. 25-058 **1R** An ordinance authorizing the transfer of Crysler Stadium to the Independence School District and authorizing the City Manager to execute all documents associated with said transfer. **1R Read**
13. 25-059 **1R** An ordinance authorizing the removal and destruction of Municipal Court records that have met all requirements to be eligible for such destruction and are the subject of Circuit Court Administrative Order No. 2025-217, 2025-218 and 2025-219. **1R Read**

INFORMATION ONLY

1. Noland South Shopping Center CID Proposed Budget FY 7/1/2025 - 6/30/2026
2. Quarterly Records Requests Report from the City Clerk and the Police Department Records Unit
3. ***Please Note: In accordance with RSMo. 610.021, the City Council may convene in an Executive Session during or after the meeting, on matters of litigation, legal action, and/or attorney client communications, as permitted by Sec. 610.021(1), on matters of personnel, as permitted by Sec. 610.021(3) and personnel records, as permitted by 610.021(13), on matters of contracts, as permitted by 610.021(12), on matters of real estate, as permitted by 610.021(2) and/or matters of labor negotiations, as permitted by 610.021(9).***

COUNCILMEMBER COMMENTS

Councilmember Fears spoke from Boy Scout Camp in Central Missouri. There are 1500 scouts there trying to do great things for the future of scouting. He also spent the morning with IFD Station 3 on the C shift. He watched them train. He also participated in the Fire Ops group. It was an eye-opening experience and one that is needed for their work. Hearts and thoughts go out to those involved in the fires this past weekend.

Councilmember Vaught agreed that Fire Ops was an incredible experience. It became more meaningful for her in light of the tragedy on the 4th of July. She also reminded everyone that the last Popsicles in the Park is tomorrow night. Last week was the largest event with 200 people enjoying the music and popsicles. The final event will be held at Rotary Park with entertainment provided by Wicked Liars Comedy. She thanked Blackburn Orthodontics for their sponsorship of this event.

Councilmember Wiley highlighted some things she has been doing. She attended the Independence 4th of July event this past Saturday. Independence is the only one that has the Spirit of Independence band that performs live with music in sync with the fireworks show. She also attended the Juneteenth celebration. It was a powerful gathering and specifically appreciated the speech given by Jackson County Prosecutor, Melesa Johnson. On June 21st she joined lots of residents for Project Shine at Bingham Middle School, helping with painting classrooms. She also attended Firefest that day at Cable Dahmer Arena. They had antique fire trucks. She also attended Fire Ops to experience just a small piece of what our firefighters do. She struggled with the heat and the mask which gave her a new appreciation of what firefighters do everyday. She also gave her condolences to the family that lost loved ones in the fire this past weekend.

Councilmember McCandless seconded the appreciation for the fireworks. The fire training was incredible. They attended to the councilmembers overall safety during the event and it was very much appreciated. She also reminded everyone that not only did two people die in the fire, but a firefighter was injured as well. He is now home and recovering. She reminded everyone that the time to shoot off fireworks is over for this year. She also stated that IFD has done 19 rescues this year. Parks and Recreation have a survey out. She stated that Adventure Oasis was closed because of the cost to maintain it and attendance had fallen by a third. This is the opportunity to create a community plan using this survey.

Councilmember Perkins echoed the comments regarding the events that happened over the past week. The fire training put a lot of things in perspective for him of the things they have to deal with everyday.

Mayor Rowland thought doing the fireworks show on the 5th was a great idea. He attended the Juneteenth event and agreed Melesa Johnson did a great job with her speech. He also expressed his heartfelt condolences to the families who lost loved ones in the fire this past weekend. He reminded everyone that if you need a fire alarm, you can call IFD and they will provide and install one.

Zach Walker, City Manager, gave a couple of updates. He highlighted that business licensing is up with 503 new applications and renewals, which is ahead of this time last year. We are seeing new businesses, and existing businesses are renewing their licenses. This includes landlords as well. Building permits have also increased. In June 2025, \$6.59M were given out in building permits, bringing the total to \$62M to date. That represents a 25% increase compared to this time last year. Next Monday night's study session, we will talk about the IPL Governance.

ADJOURNMENT

A large, stylized handwritten signature in blue ink, consisting of several loops and a long horizontal stroke at the bottom.

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

ATTEST:

Sharonne Howard
City Clerk





A GREAT AMERICAN STORY

City Council Regular Meeting Minutes

July 21, 2025 6:00 PM

Council Chambers - 111 E. Maple Ave.

INVOCATION

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

THE PLEDGE OF ALLEGIANCE

ROLL CALL

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

CITIZEN REQUESTS

Connie Guthrie spoke about changing the fireworks ordinance

David Guthrie spoke about changing the fireworks ordinance.

Michael Fry spoke about the short-term rental resolution that is on the agenda tonight on Crysler Ave.

Jill Fry spoke about the short-term rental resolution that is on the agenda tonight on Crysler Ave.

PRESENTATION RESOLUTIONS

Councilmember Fears moved to hear Presentation Proclamations out of order. Motion seconded by Councilmember McCandless.

AYES (7): Mayor Rowland, Councilmember Fears, Councilmember Stewart, Councilmember McCandless, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley

NAYS (0): None

ABSENT (0):

Motion passes 7-0

Proclamation presented.

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.

Passes 7-0 Res. No. 7140

PROCLAMATIONS

CONSENT AGENDA

Reports and Recommendations of the City Manager

Councilmember Perkins moved to Approve the Consent Agenda, minus the items pulled for special consideration. Motion seconded by Councilmember McCandless.

The following items were pulled:

Item number 6 and Resolution 25-763 pulled by Councilmember Fears

Resolution 25-760 pulled by Councilmember McCandless

Resolution 25-764 pulled by Councilmember Wiley

Resolution 25-765 pulled by Councilmember Perkins

AYES (7): Mayor Rowland, Councilmember Fears, Councilmember Stewart, Councilmember McCandless, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley

NAYS (0): None

ABSENT (0):

Consent Agenda minus items pulled, passes 7-0

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). **Approved**
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). **Approved**
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. **Approved**

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. **Approved**
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. **Approved**
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. **Item PP to August 4, 2025 7-0**

Councilmember Fears moved to Table the item as presented for two weeks. Motion seconded by Councilmember Perkins.

Councilmember Fears would like the calculations re-evaluated.

AYES (7): Mayor Rowland, Councilmember Fears, Councilmember Stewart, Councilmember McCandless, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley

NAYS (0): None

ABSENT (0):

Item is postponed to August 4 2025 7-0

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. **Approved**
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. **Approved**
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. **Approved**

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)*
Item passes 4-3 Res. No. 7141

The item was pulled by Councilmember McCandless.

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

Councilmember Perkins.

Councilmember McCandless does not feel we have the bandwidth to address all of these. It is a well-intended resolution but we do not have the resources to record all meetings. She asked that the City Manager make all meeting minutes available to those who ask for them and summaries of any voting that takes place.

Councilmember Stewart disagreed with Councilmember McCandless. He is asking that these meetings be recorded and put on YouTube to be viewed later, not livestreamed.

Councilmember Fears agrees that we need to be fully transparent, but feels that we shouldn't pick out just one of the sales tax committees when we have five of them. The cost to do all of them would be way more than the budget can handle.

Councilmember Perkins said this is not a transparency issue as they are publicly noticed and open meetings for the public to attend.

Councilmember Stewart stated this is not just about the tax committees but it is also about covering the GO Bond issues.

Councilmember Vaught is in favor of this as it is about earning the public's trust.

Councilmember Wiley is in favor of this as we need a comprehensive solution to this question.

AYES (4): Mayor Rowland, Councilmember Stewart, Councilmember Vaught, Councilmember Wiley

NAYS (3): Councilmember Fears, Councilmember McCandless, Councilmember Perkins

ABSENT (0):

Item passes 4 in favor, 3 opposed

2. 25-763 A resolution amending Section 5.1 of the Council Rules of Procedure
(Sponsored by Councilmember Fears) Item passes 7-0 Res. No. 7142

This item was pulled by Councilmember Fears for special consideration.

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

This is a simple change to the agenda so they don't have to continue making motions to hear items out of order.

AYES (7): Mayor Rowland, Councilmember Fears, Councilmember Stewart, Councilmember McCandless, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley

NAYS (0): None

ABSENT (0):

Item passes 7-0

3. 25-764 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) Item passes 7-0 Res. No. 7143**

This item was pulled by Councilmember Wiley.

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

Councilmember Wiley corrected something she said about this item last week. Last week she said there were 54,000 outstanding appeals. That was the total amount of appeals. The total outstanding is much less than that.

AYES (7): Mayor Rowland, Councilmember Fears, Councilmember Stewart, Councilmember McCandless, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley

NAYS (0): None

ABSENT (0):

Item passes 7-0

4. 25-765 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.)* **Item passes 7-0 Res. No. 7144**

This item was pulled by Councilmember Perkins.

No discussion took place. There is a valid legal protest and requires 5 votes to pass.

Councilmember Vaught stated that she has not received any calls regarding this property.

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

AYES (7): Mayor Rowland, Councilmember Fears, Councilmember Stewart, Councilmember McCandless, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley

NAYS (0): None

ABSENT (0):

Item passes 7-0

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 **Approved Res. No. 7145**
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 **Approved Res. No. 7146**
7. 25-768 A resolution amending the Independence FIFA World Cup Advisory Committee Appointments to include four alternate members **Approved Res. No. 7147**
8. 25-769 A resolution authorizing the City of Independence to adopt the Multi-Jurisdictional Hazard Mitigation Plan **Approved Res. No. 7148**

9. 25-770 A resolution appointing the Successor Directors to the Hub Drive Community Improvement District **Approved Res. No. 7149**
10. 25-771 A resolution appointing Pamela Jean Smith to the Independence Park Commission **Approved Res. No. 7150**
11. 25-772 A resolution appointing Charline Gray to the Public Safety Tax Oversight Committee **Approved Res. No. 7151**

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.***

This item was presented by Assistant Community Development Director, Rick Arroyo.

This rezoning was considered by the Planning Commission on June 10th of this year. The Planning Commission voted in favor of this rezoning. This is to rezone two residential properties along US 24 Hwy with mixed zoning of R-6 and C-2 to just R-6 for the purpose of being able to rebuild the property and to eliminate any financing difficulties in refinancing. I have no new information to provide.

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 Item passes 7-0 Ord. No. 19699

AYES (7): Mayor Rowland, Councilmember Fears, Councilmember Stewart, Councilmember McCandless, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley

NAYS (0): None

ABSENT (0):

Item passes 7-0

2. A public hearing for the 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.***

Assistant Community Development Director, Rick Arroyo presented this item.

This rezoning was considered by the Planning Commission also on June 10th of this year. The Planning Commission voted in favor of this rezoning. The property along Aaron Lane currently has mixed zoning of R-12 and I-1. The applicant wishes to repair the structure

which has been deemed dangerous and to resolve the legal nonconformity is requesting this zoning correction. I have no new information to provide.

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 Item passes Ord. No. 19700**

AYES (7): Mayor Rowland, Councilmember Fears, Councilmember Stewart, Councilmember McCandless, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley

NAYS (0): None

ABSENT (0):

Item passes 7-0

3. A public hearing for the Special Use Permit application to operate a convenience store without fuel sales at 104 E. Lexington Avenue. ***New Information Only.***

Assistant Community Development Director, Rick Arroyo presented this item.

This special use permit was also considered by the Planning Commission on June 10th of this year. The Planning Commission voted in favor of this special use permit. This is for a convenience store with no fuel sales at 104 E Lexington in the downtown square. There are four residential units above prompting the need for this special use permit request. No new information to provide.

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 Item passes Ord. No. 19701**

AYES (7): Mayor Rowland, Councilmember Fears, Councilmember Stewart, Councilmember McCandless, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley

NAYS (0): None

ABSENT (0):

Item passes 7-0

4. 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.***

Assistant Community Development Director, Rick Arroyo, presented this item.

This proposed Code amendment was heard by Planning Commission on June 10th of this year. The Planning Commission voted in favor of this Code amendment.

This will be UDO amendment #73 clarifying Billboard setback requirements. The current code requires a 500 ft setback from residential, schools, parks, playgrounds, hospitals, and

churches, however clarity was needed in how that's measured. Terminology for churches and parks was also included in this amendment.
no new information for this 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 Item passes Ord. No. 19702**

This is for newly constructed billboards. Existing billboards are grandfathered in.

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

Item passes 7-0

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 Item passes 7-0 Ord. No. 19692**

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

Item passes 7-0

2. 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 Item passes 7-0 Ord. No. 19693**

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

Item passes 7-0

3. 25-049 **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 Item passes 7-0 Ord. No. 19694**

AYES (7): Mayor Rowland, Councilmember Fears, Councilmember Stewart, Councilmember McCandless, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley

NAYS (0): None

ABSENT (0):

Item passes 7-0

4. 25-050 **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 Item passes Ord. No. 19695**

AYES (7): Mayor Rowland, Councilmember Fears, Councilmember Stewart, Councilmember McCandless, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley

NAYS (0): None

ABSENT (0):

Item passes 7-0

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 Item passes 7-0 Ord. No. 19696**

AYES (7): Mayor Rowland, Councilmember Fears, Councilmember Stewart, Councilmember McCandless, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley

NAYS (0): None

ABSENT (0):

Item passes 7-0

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 Item passes 7-0 Ord. No. 19697**

AYES (7): Mayor Rowland, Councilmember Fears, Councilmember Stewart, Councilmember McCandless, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley

NAYS (0): None

ABSENT (0):

Item passes 7-0

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 Item passes Ord. No. 19698**

AYES (7): Mayor Rowland, Councilmember Fears, Councilmember Stewart, Councilmember McCandless, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley

NAYS (0): None

ABSENT (0):

Item passes 7-0

8. 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 Item passes 7-0 Ord. No. 19703**

AYES (7): Mayor Rowland, Councilmember Fears, Councilmember Stewart, Councilmember McCandless, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley

NAYS (0): None

ABSENT (0):

Item passes 7-0

9. 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 Item passes 7-0 Ord. No. 19704**

AYES (7): Mayor Rowland, Councilmember Fears, Councilmember Stewart, Councilmember McCandless, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley

NAYS (0): None
ABSENT (0):

Item passes 7-0

FIRST READING(S)

1. 25-060 **1R** An ordinance amending the Independence City Code Chapter 18, Traffic. *(Sponsored by Councilmember McCandless)* **1R Read Second reading postponed to 8/18/25**

Councilmember McCandless moved to postpone the second reading of this item until August 18th. Motion seconded by Councilmember Fears.

AYES (7): Mayor Rowland, Councilmember Fears, Councilmember Stewart, Councilmember McCandless, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley

NAYS (0): None
ABSENT (0):

Second reading is postponed to August 18th. 7-0

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 Read**
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 Read**
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 Read**

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

Councilmember Fears moved to Adjourn to a Closed Executive Session under Section 610.021(3) personnel, after Councilmember Comments. Motion seconded by Councilmember Perkins.

AYES (7): Mayor Rowland, Councilmember Fears, Councilmember Stewart, Councilmember McCandless, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley

NAYS (0): None

ABSENT (0):

Motion to go into executive session passes 7-0

Councilmember Fears went to Washington DC last week to represent IPL at the American Public Power Association public policies council.

Councilmember Stewart asked if the City or City Council needed to take any action with Cigna for the changes they have made. He wanted to make sure this was not going to affect the retirees. City Manager Zach Walker assured there was no cause for concern. They have met with representatives from the retiree group. Cigna will be quoting the 2026 renewal for the medicare advantage and prescription plan. It will be under the same terms as the 2025 contract. Councilmember Stewart also asked about the appraisal of the current IUC building. Zach stated that the building appraised for \$5M and the land for \$1.9M and that a recommended payment structure and funding source will be proposed to the Council in the next 30-45 days.

Councilmember Stewart also asked for the timeline for moving into the new facility on Valley View. We will start doing a staggered move-in on October 8th and be completed in December.

Construction at the IUC building will start on August 18th. This is in preparation for IPD to move in. Completion will be in February 2026 with the start of moving personnel in March 2026.

Councilmember Wiley said they held the first meeting of the Animal Welfare Committee last week. The committee elected officers and began making initial plans. She also attended the beam topping ceremony at the new Three Trails Mental Health Hospital that is being built in the 3rd district. The workers let them sign the beam before it was lifted into place. This facility will bring in 200 jobs and much needed mental health services for area residents.

Councilmember McCandless gave a special thank you to the Parks Dept for their clean-up efforts after the flooding that occurred recently. She also recognized IFD for the water rescues they assisted with at 23rd Street and 435. She also attended the Antique Fair at Bingham Wagoner. We welcomed one new police officer and five other staff. She also clarified some of her comments for the GO Bond reporting. She stated that we have roughly 100 people that

attend the City Council meetings remotely so probably not many people will attend the GO Bond or other tax oversight committee meetings remotely. For that reason, we should explore other communication tools. She knows that the communications department already has a plan for getting maps and information out to the public for these projects.

Councilmember Perkins reminded everyone that the Audit and Finance Committee would also review the GO Bond measures so there will be two committees as well as the body as a whole, so three that will be watching this.

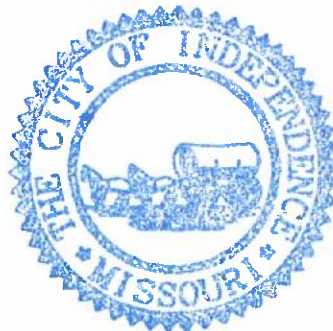
Mayor Rowland agreed the beam topping was a great event and thanked everyone for going to it. Also the Bingham Wagoner Antique and Craft Fair was terrific. He was there serving breakfast.

City Manager Zach Walker said that later this week, he and staff will have a rating call with Standard and Poor regarding the issuance of the first GO Bond funds. He will keep Council closely updated. This is a necessary step to get our credit rating before they step into the marketplace to use the bonds. He also said that the Council will be meeting in a roundtable discussion next week regarding some lingering projects. They will also discuss two of the three general obligation bond questions that did not pass and sales tax items that are nearing completion. The meeting will be available to watch online.

ADJOURNMENT



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



ATTEST:


City Clerk

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to expend \$321,268.65 in purchase orders for fiscal year 2025-2026 to C1, for continued software, licensing and support for the City's data center. **Approved**

Recommendations:

Staff recommends approval.

Background:

This purchase provides the required licensing and support of the City's data centers. The City's data centers run critical applications for all City departments and continuing licensing and support is essential for ongoing operations.

The contract used for this purchase is Contract #C062518 provided by the Cooperating School Districts of Greater Kansas City. This is a cooperative contract available for use by schools and other public entities in the greater Kansas City Area. Per section 8.06.004, Paragraph 4 of the City Code states competitive bidding is not required when purchases are made through a cooperative contract established by a government purchasing entity or cooperative. The cooperative bids used are established pursuant to RSMo. 70.220 or generally accepted governmental purchasing practices through competitive bidding processes.

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

Emergency Justification:**Fiscal Impact:**

The fiscal impact to the City is \$321,268.65. Funding for Data Center Licensing and Support is included in the FY25/26 budget, page number 155, account number 0954220-5225, Internal Service Fund-Technology Services.

Council Action:

Department / Contact	Technology Services /
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REVIEWERS

Jason Newkirk
Melissa Cabrera
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Quote



10900 Nesbitt Avenue South
Bloomington, MN 55437

Date: 7/11/2025

Page #: 1 of 18

Documents #: OP-000806685
SO-000908898

Solution Name: Renewal DELL/EMC
Wholesale

Customer: CITY OF INDEPENDENCE

Solution Summary

Renewal DELL/EMC Wholesale

Customer: CITY OF INDEPENDENCE	Primary Contact: Chris Johnson
Ship To Address: 111 E MAPLE AVE INDEPENDENCE, MO 64050-3066	Email: CAJohnson@indepmo.org
Bill To Address: 111 E MAPLE AVE INDEPENDENCE, MO 64050-3066	Phone: 816-325-7035
Customer ID: AOSINDEP001	Account Executive: Anthony Carpenter
Customer PO:	Email: ACarpenter@onec1.com
	Phone: +19133072313

Solution Summary	Billing Frequency	Due	Total Project
Maintenance			
Other Maintenance	Prepaid	\$321,268.65	\$321,268.65
Project Subtotal			\$321,268.65
Estimated Tax			NOT INCLUDED
Estimated Freight			NOT INCLUDED
Estimated Recycle Fee			NOT INCLUDED
Project Total			\$321,268.65



10900 Nesbitt Avenue South
Bloomington, MN 55437

Date: 7/11/2025

Page #: 2 of 18

Documents #: OP-000806685
SO-000908898

Solution Name: Renewal DELL/EMC
Wholesale

Customer: CITY OF INDEPENDENCE

This Solution Summary summarizes the documents(s) that are attached hereto and such documents are incorporated herein by reference (collectively, this "Order"). Customer's signature on this Order (or Customer's issuance of a purchase order in connection with this Order) shall represent Customer's agreement with each document in this Order and acknowledgement that such attached document(s) are represented accurately by this Solution Summary.

Unless otherwise specified in this Order, this Order shall be subject to the following terms and conditions (the "Agreement"): (i) the Master Sales Agreement or other applicable agreement in effect as of the date hereof between ConvergeOne, Inc. and/or its subsidiaries and affiliates (collectively, "C1" or "Seller") and Customer; or (ii) if no such applicable agreement is currently in place between C1 and Customer, the Online General Terms and Conditions currently found on the internet at: <https://www.onec1.com/agreements>. If Customer's Agreement is a master agreement entered into with one of C1's predecessors, affiliates and/or subsidiaries ("Legacy Master Agreement"), the terms and conditions of such Legacy Master Agreement shall apply to this Order, subject to any modifications, located at: <https://www.onec1.com/agreements>. In the event of a conflict between the terms and conditions in the Agreement and this Order, the order of precedence shall be as follows: (i) this Order (with the most recent and specific document controlling if there are conflicts between the Solution Summary and any applicable supporting document(s) incorporated into this Order), (ii) Attachment A to the Agreement (if applicable), and (iii) the main body of the Agreement.

This Order may include the sale of any of the following to Customer: (a) any hardware, third party software, and/or Seller software (collectively, "Products"); (b) any installation services, professional services, and/or third party provided support services that are generally associated with the Products and sold to customers by Seller (collectively, "Professional Services"); (c) any Seller-provided vendor management services, software release management services, remote monitoring services and/or, troubleshooting services (collectively, "Managed Services"); and/or (d) any Seller-provided maintenance services ordered by Customer to maintain and service Supported Products or Supported Systems at Supported Sites to ensure that they operate in conformance with their respective documentation and specifications (collectively, "Maintenance Services"). For ease of reference only, Professional Services, Managed Services and Maintenance Services may be referred to collectively as "Services." Unless otherwise defined herein, capitalized terms used herein will have the same meanings as set forth in the Agreement.

Notwithstanding anything to the contrary stated above, this Order is subject to the terms and conditions of the Public Sector Contract referenced herein, and such Public Sector Contract supersedes all references to a Master Sales Agreement, the Online General Terms and Conditions, and/or a Legacy Master Agreement referred above

Products and/or Services not specifically itemized are not provided hereunder.

Unless otherwise expressly specified herein, all Services shall be provided by Seller to Customer remotely. In the event Customer requests that Seller provide Services on-site at Customer's location(s), Customer agrees to reimburse Seller for all reasonable, out-of-pocket travel and/or other expenses incurred by Seller in connection with the provision of such Services (including without limitation, travel time at Seller's applicable then-current hourly rate for the applicable resources and subject to any applicable minimum charges).

Due to rapidly changing prices in the market for third party Products and/or Services, this Order will be valid for a period of thirty (30) days following the date hereof; provided however, that Seller reserves the right to charge Customer for any additional costs incurred by Seller in connection with the Products identified in this Order due to the applicable manufacturer and/or other vendor passing along additional indirect costs associated with tariffs and/or similar tax-like charges. Thereafter, this Order will no longer be of any force and effect. After the expiration of the foregoing 30 day period, Seller reserves the right to adjust offerings and/or prices accordingly prior to issuing any new Order(s).

This Order is a configured order and/or contains software.



10900 Nesbitt Avenue South
Bloomington, MN 55437

Date: 7/11/2025
Page #: 3 of 18
Documents #: OP-000806685
SO-000908898
Solution Name: Renewal DELL/EMC
Wholesale
Customer: CITY OF INDEPENDENCE

ACCEPTED BY:

BUYER: _____ DATE: _____ SELLER: _____ DATE: _____

TITLE: _____ TITLE: _____

Solution Quote

#	Item Number	Description	Public Sector Contract	Term in months	Qty	Unit List Price	Extended List	% Disc	Unit Price	Extended Price
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08/03/2025 - 09/30/2026

DELL

1	DELL RENEWAL	ProSupport Software Support Comment: VPROTECT=CA	C062518	14	10	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
2	DELL RENEWAL	ProSupport Software Support Comment: DATA PROTECTION SUITE SOFTWARE=CA	C062518	14	10	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
3	DELL RENEWAL	ProSupport Software Support Comment: POWERPROTECT CYBER RECOVERY=IC	C062518	14	1	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
4	DELL RENEWAL	ProSupport Software Support Comment: DATA PROTECTION SUITE SOCT TIER 1=IA	C062518	14	10	\$2,412.62	\$24,126.18	10.00%	\$2,171.36	\$21,713.60
5	DELL RENEWAL	ProSupport Software Support Comment: EMC GRANULAR RECOVERY MICROSOFT MID=CA	C062518	14	1	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
6	DELL RENEWAL	ProSupport Software Support Comment: AVAMAR VE=CA	C062518	14	4	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
7	DELL RENEWAL	ProSupport Software Support Comment: CLOUD DISASTER RECOVERY=CC	C062518	14	1	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
8	DELL RENEWAL	ProSupport Software Support Comment: VREALIZE DPA CB DDVD ENABLERS=IA	C062518	14	1	\$0.00	\$0.00	0.00%	\$0.00	\$0.00

08/07/2025 - 09/30/2026

DELL

9	DELL RENEWAL	PROSUPPORT PLUS 4HR/MC HARDWARE SUPPORT Serial Number: APM00203203142	C062518	14	1	\$5,132.01	\$5,132.01	67.39%	\$1,673.70	\$1,673.70
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10900 Nesbitt Avenue South
Bloomington, MN 55437

Date: 7/11/2025
Page #: 4 of 18
Documents #: OP-000806685
SO-000908898
Solution Name: Renewal DELL/EMC
Wholesale
Customer: CITY OF INDEPENDENCE

Solution Quote

#	Item Number	Description	Public Sector Contract	Term in months	Qty	Unit List Price	Extended List	% Disc	Unit Price	Extended Price
		Comment: B/E SWITCH 10GBE 48P SFP+ S4148 W/OS								
10	DELL RENEWAL	PROSUPPORT PLUS 4HR/MC HARDWARE SUPPORT Serial Number: APM00203203143 Comment: B/E SWITCH 10GBE 48P SFP+ S4148 W/OS	C062518	14	1	\$5,132.01	\$5,132.01	67.39%	\$1,673.70	\$1,673.70
11	DELL RENEWAL	PROSUPPORT PLUS 4HR/MC HARDWARE SUPPORT Serial Number: JACNM201740114 Comment: A200-2.2GHZ/2C/16G+15X4TB SAT/400GB	C062518	14	1	\$2,999.44	\$2,999.44	39.65%	\$1,810.12	\$1,810.12
12	DELL RENEWAL	PROSUPPORT PLUS 4HR/MC HARDWARE SUPPORT Serial Number: JACNM201740201 Comment: 2X10GBE SFP+ W/O OPTICS	C062518	14	8	\$178.98	\$1,431.82	39.65%	\$108.01	\$864.08
13	DELL RENEWAL	PROSUPPORT PLUS 4HR/MC HARDWARE SUPPORT Serial Number: JACNM201740201 Comment: A200-2.2GHZ/2C/16G+15X4TB SAT/400GB	C062518	14	1	\$2,999.44	\$2,999.44	39.65%	\$1,810.12	\$1,810.12
14	DELL RENEWAL	PROSUPPORT PLUS 4HR/MC HARDWARE SUPPORT Serial Number: JACNM201740215 Comment: A200-2.2GHZ/2C/16G+15X4TB SAT/400GB	C062518	14	1	\$2,999.44	\$2,999.44	39.65%	\$1,810.12	\$1,810.12
15	DELL RENEWAL	PROSUPPORT PLUS 4HR/MC HARDWARE SUPPORT Serial Number: JACNM201740254 Comment: A200-2.2GHZ/2C/16G+15X4TB SAT/400GB	C062518	14	1	\$2,999.44	\$2,999.44	39.65%	\$1,810.12	\$1,810.12
16	DELL RENEWAL	PROSUPPORT PLUS 4HR/MC HARDWARE SUPPORT Serial Number: JACNM201740270 Comment: A200-2.2GHZ/2C/16G+15X4TB SAT/400GB	C062518	14	1	\$2,999.44	\$2,999.44	39.65%	\$1,810.12	\$1,810.12
17	DELL RENEWAL	PROSUPPORT PLUS 4HR/MC HARDWARE SUPPORT	C062518	14	1	\$2,999.44	\$2,999.44	39.65%	\$1,810.12	\$1,810.12



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		Serial Number: JACNM201740294 Comment: A200-2.2GHZ/2C/16G+15X4TB SAT/400GB								
18	DELL RENEWAL	PROSUPPORT PLUS 4HR/MC HARDWARE SUPPORT Serial Number: JACNM201740400 Comment: 2X10GBE SFP+ BACK END W/O OPTICS	C062518	14	8	\$178.98	\$1,431.82	39.65%	\$108.01	\$864.08
19	DELL RENEWAL	PROSUPPORT PLUS 4HR/MC HARDWARE SUPPORT Serial Number: JACNM201740400 Comment: A200-2.2GHZ/2C/16G+15X4TB SAT/400GB	C062518	14	1	\$2,999.44	\$2,999.44	39.65%	\$1,810.12	\$1,810.12
20	DELL RENEWAL	PROSUPPORT PLUS 4HR/MC HARDWARE SUPPORT Serial Number: JACNM201740434 Comment: A200-2.2GHZ/2C/16G+15X4TB SAT/400GB	C062518	14	1	\$2,999.44	\$2,999.44	39.65%	\$1,810.12	\$1,810.12
21	DELL RENEWAL	PROSUPPORT PLUS 4HR/MC HARDWARE SUPPORT Serial Number: JACNN202220365 Comment: BASE CHASSIS - NORMAL	C062518	14	1	\$993.80	\$993.80	39.65%	\$599.75	\$599.75
22	DELL RENEWAL	PROSUPPORT PLUS 4HR/MC HARDWARE SUPPORT Serial Number: JACNN202220396 Comment: BASE CHASSIS - NORMAL	C062518	14	1	\$993.80	\$993.80	39.65%	\$599.75	\$599.75
08/08/2025 - 09/30/2026										
DELL										
23	DELL RENEWAL	ProSupport Plus MC Software Support Serial Number: 25431943 Comment: ONEFS BASE LICENSE TIER 4=ID	C062518	14	1	\$1,561.80	\$1,561.80	48.53%	\$803.92	\$803.92
24	DELL RENEWAL	ProSupport Plus MC Software Support Serial Number: 25431959 Comment: ONEFS CAPACITY LICENSE TIER 4 =CB	C062518	14	60	\$17.52	\$1,051.06	48.57%	\$9.01	\$540.60



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25	DELL RENEWAL	ProSupport Plus MC Software Support Serial Number: 25431945 Comment: ONEFS BASE LICENSE TIER 4=ID	C062518	14	1	\$1,561.80	\$1,561.80	48.53%	\$803.92	\$803.92
26	DELL RENEWAL	ProSupport Plus MC Software Support Serial Number: 25431961 Comment: ONEFS CAPACITY LICENSE TIER 4 =CB	C062518	14	60	\$17.52	\$1,051.06	48.57%	\$9.01	\$540.60
27	DELL RENEWAL	ProSupport Plus MC Software Support Serial Number: 25431947 Comment: ONEFS BASE LICENSE TIER 4=ID	C062518	14	1	\$1,561.80	\$1,561.80	48.53%	\$803.92	\$803.92
28	DELL RENEWAL	ProSupport Plus MC Software Support Serial Number: 25431963 Comment: ONEFS CAPACITY LICENSE TIER 4 =CB	C062518	14	60	\$17.52	\$1,051.06	48.57%	\$9.01	\$540.60
29	DELL RENEWAL	ProSupport Plus MC Software Support Serial Number: 25431949 Comment: ONEFS BASE LICENSE TIER 4=ID	C062518	14	1	\$1,561.80	\$1,561.80	48.53%	\$803.92	\$803.92
30	DELL RENEWAL	ProSupport Plus MC Software Support Serial Number: 25431965 Comment: ONEFS CAPACITY LICENSE TIER 4 =CB	C062518	14	60	\$17.52	\$1,051.06	48.57%	\$9.01	\$540.60
31	DELL RENEWAL	ProSupport Plus MC Software Support Serial Number: JACNM201740254_ELMISL0521PHMW_25431981 Comment: BASIC BUNDLE TIER 4=ID	C062518	14	8	\$391.45	\$3,131.59	10.00%	\$352.30	\$2,818.40
32	DELL RENEWAL	ProSupport Plus MC Software Support Serial Number: 25431951 Comment: ONEFS BASE LICENSE TIER 4=ID	C062518	14	1	\$1,561.80	\$1,561.80	48.53%	\$803.92	\$803.92
33	DELL RENEWAL	ProSupport Plus MC Software Support Serial Number: 25431967 Comment: ONEFS CAPACITY LICENSE TIER 4 =CB	C062518	14	60	\$17.52	\$1,051.06	48.57%	\$9.01	\$540.60
34	DELL RENEWAL	ProSupport Plus MC Software Support	C062518	14	8	\$0.00	\$0.00	0.00%	\$0.00	\$0.00



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		Serial Number: JACNM201740270_ELMISL0521PHMW_25432018 Comment: HDFS FOR ONEFS 0.00								
35	DELL RENEWAL	ProSupport Plus MC Software Support Serial Number: 25431953 Comment: ONEFS BASE LICENSE TIER 4=ID	C062518	14	1	\$1,561.80	\$1,561.80	48.53%	\$803.92	\$803.92
36	DELL RENEWAL	ProSupport Plus MC Software Support Serial Number: 25431969 Comment: ONEFS CAPACITY LICENSE TIER 4 =CB	C062518	14	60	\$17.52	\$1,051.06	48.57%	\$9.01	\$540.60
37	DELL RENEWAL	ProSupport Plus MC Software Support Serial Number: JACNM201740294_ELMISL0521PHMW Comment: ONEFS PRODUCT	C062518	14	1	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
38	DELL RENEWAL	ProSupport Plus MC Software Support Serial Number: JACNM201740294_ELMISL0521PHMW_25432003 Comment: BASIC BUNDLE CAPACITY TIER 4 PER TB=CB	C062518	14	480	\$8.27	\$3,967.30	9.98%	\$7.44	\$3,571.20
39	DELL RENEWAL	ProSupport Plus MC Software Support Serial Number: 25431955 Comment: ONEFS BASE LICENSE TIER 4=ID	C062518	14	1	\$1,561.80	\$1,561.80	48.53%	\$803.92	\$803.92
40	DELL RENEWAL	ProSupport Plus MC Software Support Serial Number: 25431971 Comment: ONEFS CAPACITY LICENSE TIER 4 =CB	C062518	14	60	\$17.52	\$1,051.06	48.57%	\$9.01	\$540.60
41	DELL RENEWAL	ProSupport Plus MC Software Support Serial Number: 25431957 Comment: ONEFS BASE LICENSE TIER 4=ID	C062518	14	1	\$1,561.80	\$1,561.80	48.53%	\$803.92	\$803.92
42	DELL RENEWAL	ProSupport Plus MC Software Support Serial Number: 25431973 Comment: ONEFS CAPACITY LICENSE TIER 4 =CB	C062518	14	60	\$17.52	\$1,051.06	48.57%	\$9.01	\$540.60

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43	DELL RENEWAL	ProSupport Software Support-Maintenance Serial Number: GJ80853 Comment: VXRAIL,HORIZONXD,VXP570F EMC	C062518	14	1	\$0.01	\$0.01	0.00%	\$0.01	\$0.01
44	DELL RENEWAL	ProSupport Software Support-Maintenance Serial Number: GJ76853 Comment: VXRAIL,HORIZONXD,VXP570F EMC	C062518	14	1	\$0.01	\$0.01	0.00%	\$0.01	\$0.01
45	DELL RENEWAL	ProSupport Software Support-Maintenance Serial Number: GJ72753 Comment: VXRAIL,HORIZONXD,VXP570F EMC	C062518	14	1	\$0.01	\$0.01	0.00%	\$0.01	\$0.01
46	DELL RENEWAL	ProSupport Software Support-Maintenance Serial Number: GJ78853 Comment: VXRAIL,HORIZONXD,VXP570F EMC	C062518	14	1	\$0.01	\$0.01	0.00%	\$0.01	\$0.01
47	DELL RENEWAL	ProSupport Software Support-Maintenance Serial Number: GJ77853 Comment: VXRAIL,HORIZONXD,VXP570F EMC	C062518	14	1	\$0.01	\$0.01	0.00%	\$0.01	\$0.01
48	DELL RENEWAL	ProSupport Software Support-Maintenance Serial Number: GJ71853 Comment: VXRAIL,HORIZONXD,VXP570F EMC	C062518	14	1	\$0.01	\$0.01	0.00%	\$0.01	\$0.01
49	DELL RENEWAL	ProSupport Software Support-Maintenance Serial Number: GJ75853 Comment: VXRAIL,HORIZONXD,VXP570F EMC	C062518	14	1	\$0.01	\$0.01	0.00%	\$0.01	\$0.01
50	DELL RENEWAL	ProSupport Software Support-Maintenance Serial Number: GJ73853 Comment: VXRAIL,HORIZONXD,VXP570F EMC	C062518	14	1	\$0.01	\$0.01	0.00%	\$0.01	\$0.01
51	DELL RENEWAL	ProSupport Software Support-Maintenance Serial Number: GJ74853 Comment: VXRAIL,HORIZONXD,VXP570F EMC	C062518	14	1	\$0.01	\$0.01	0.00%	\$0.01	\$0.01
52	DELL RENEWAL	ProSupport Software Support-Maintenance	C062518	14	1	\$0.01	\$0.01	0.00%	\$0.01	\$0.01



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#	Item Number	Description	Public Sector Contract	Term in months	Qty	Unit List Price	Extended List	% Disc	Unit Price	Extended Price
Serial Number: GJ72853										
Comment: VXRAIL,HORIZONXD,VXP570F EMC										
08/14/2025 - 09/30/2026										
DELL										
53	DELL RENEWAL	ProSupport 4-Hour 7x24 Technical Support and Assistance Serial Number: GJ80853 Comment: VXRAIL,HORIZONXD,VXP570F EMC	C062518	14	1	\$3,118.65	\$3,118.65	10.00%	\$2,806.78	\$2,806.78
54	DELL RENEWAL	ProSupport 4-Hour 7x24 Onsite Service Serial Number: GJ80853 Comment: VXRAIL,HORIZONXD,VXP570F EMC	C062518	14	1	\$2,079.10	\$2,079.10	10.00%	\$1,871.19	\$1,871.19
55	DELL RENEWAL	ProSupport 4-Hour 7x24 Technical Support and Assistance Serial Number: GJ76853 Comment: VXRAIL,HORIZONXD,VXP570F EMC	C062518	14	1	\$3,118.65	\$3,118.65	10.00%	\$2,806.78	\$2,806.78
56	DELL RENEWAL	ProSupport 4-Hour 7x24 Onsite Service Serial Number: GJ76853 Comment: VXRAIL,HORIZONXD,VXP570F EMC	C062518	14	1	\$2,079.10	\$2,079.10	10.00%	\$1,871.19	\$1,871.19
57	DELL RENEWAL	ProSupport 4-Hour 7x24 Technical Support and Assistance Serial Number: GJ72753 Comment: VXRAIL,HORIZONXD,VXP570F EMC	C062518	14	1	\$3,118.65	\$3,118.65	10.00%	\$2,806.78	\$2,806.78
58	DELL RENEWAL	ProSupport 4-Hour 7x24 Onsite Service Serial Number: GJ72753 Comment: VXRAIL,HORIZONXD,VXP570F EMC	C062518	14	1	\$2,079.10	\$2,079.10	10.00%	\$1,871.19	\$1,871.19
59	DELL RENEWAL	ProSupport 4-Hour 7x24 Technical Support and Assistance Serial Number: GJ78853 Comment: VXRAIL,HORIZONXD,VXP570F EMC	C062518	14	1	\$3,118.65	\$3,118.65	10.00%	\$2,806.78	\$2,806.78
60	DELL RENEWAL	ProSupport 4-Hour 7x24 Onsite Service	C062518	14	1	\$2,079.10	\$2,079.10	10.00%	\$1,871.19	\$1,871.19

CONFIDENTIAL AND PROPRIETARY INFORMATION OF C1



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#	Item Number	Description	Public Sector Contract	Term in months	Qty	Unit List Price	Extended List	% Disc	Unit Price	Extended Price
		Serial Number: GJ78853 Comment: VXRAIL,HORIZONXD,VXP570F EMC								
61	DELL RENEWAL	ProSupport 4-Hour 7x24 Technical Support and Assistance Serial Number: GJ77853 Comment: VXRAIL,HORIZONXD,VXP570F EMC	C062518	14	1	\$3,118.65	\$3,118.65	10.00%	\$2,806.78	\$2,806.78
62	DELL RENEWAL	ProSupport 4-Hour 7x24 Onsite Service Serial Number: GJ77853 Comment: VXRAIL,HORIZONXD,VXP570F EMC	C062518	14	1	\$2,079.10	\$2,079.10	10.00%	\$1,871.19	\$1,871.19
63	DELL RENEWAL	ProSupport 4-Hour 7x24 Technical Support and Assistance Serial Number: GJ71853 Comment: VXRAIL,HORIZONXD,VXP570F EMC	C062518	14	1	\$3,118.65	\$3,118.65	10.00%	\$2,806.78	\$2,806.78
64	DELL RENEWAL	ProSupport 4-Hour 7x24 Onsite Service Serial Number: GJ71853 Comment: VXRAIL,HORIZONXD,VXP570F EMC	C062518	14	1	\$2,079.10	\$2,079.10	10.00%	\$1,871.19	\$1,871.19
65	DELL RENEWAL	ProSupport 4-Hour 7x24 Technical Support and Assistance Serial Number: GJ75853 Comment: VXRAIL,HORIZONXD,VXP570F EMC	C062518	14	1	\$3,118.65	\$3,118.65	10.00%	\$2,806.78	\$2,806.78
66	DELL RENEWAL	ProSupport 4-Hour 7x24 Onsite Service Serial Number: GJ75853 Comment: VXRAIL,HORIZONXD,VXP570F EMC	C062518	14	1	\$2,079.10	\$2,079.10	10.00%	\$1,871.19	\$1,871.19
67	DELL RENEWAL	ProSupport 4-Hour 7x24 Technical Support and Assistance Serial Number: GJ73853 Comment: VXRAIL,HORIZONXD,VXP570F EMC	C062518	14	1	\$3,118.65	\$3,118.65	10.00%	\$2,806.78	\$2,806.78
68	DELL RENEWAL	ProSupport 4-Hour 7x24 Onsite Service Serial Number: GJ73853 Comment: VXRAIL,HORIZONXD,VXP570F EMC	C062518	14	1	\$2,079.10	\$2,079.10	10.00%	\$1,871.19	\$1,871.19



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69	DELL RENEWAL	ProSupport 4-Hour 7x24 Technical Support and Assistance Serial Number: GJ74853 Comment: VXRAIL,HORIZONXD,VXP570F EMC	C062518	14	1	\$3,118.65	\$3,118.65	10.00%	\$2,806.78	\$2,806.78
70	DELL RENEWAL	ProSupport 4-Hour 7x24 Onsite Service Serial Number: GJ74853 Comment: VXRAIL,HORIZONXD,VXP570F EMC	C062518	14	1	\$2,079.10	\$2,079.10	10.00%	\$1,871.19	\$1,871.19
71	DELL RENEWAL	ProSupport 4-Hour 7x24 Technical Support and Assistance Serial Number: GJ72853 Comment: VXRAIL,HORIZONXD,VXP570F EMC	C062518	14	1	\$3,118.65	\$3,118.65	10.00%	\$2,806.78	\$2,806.78
72	DELL RENEWAL	ProSupport 4-Hour 7x24 Onsite Service Serial Number: GJ72853 Comment: VXRAIL,HORIZONXD,VXP570F EMC	C062518	14	1	\$2,079.10	\$2,079.10	10.00%	\$1,871.19	\$1,871.19
09/08/2025 - 09/30/2026										
DELL										
73	DELL RENEWAL	ProSupport Software Support Serial Number: 25587031 Comment: OPENSTACK DP EXTN FOR AV=IA	C062518	13	1	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
74	DELL RENEWAL	ProSupport Software Support Serial Number: 25587033 Comment: OPENSTACK DP EXTN FOR AV=IA	C062518	13	1	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
75	DELL RENEWAL	ProSupport Software Support Comment: OPENSTACK DP EXTN	C062518	13	1	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
76	DELL RENEWAL	ProSupport Software Support Comment: OPENSTACK DP EXTN	C062518	13	1	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
77	DELL RENEWAL	ProSupport Software Support Comment: DATA PROTECTION CENTRAL HIGH=CA	C062518	13	1	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
78	DELL RENEWAL	ProSupport Software Support	C062518	13	1	\$0.00	\$0.00	0.00%	\$0.00	\$0.00



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Comment: DATA PROTECTION CENTRAL HIGH=CA										
09/09/2025 - 09/30/2026										
DELL										
79	DELL RENEWAL	ProSupport 4HR Hardware Support Serial Number: APM00203700031 Comment: CONTROLLER DD6900 NFS CIFS	C062518	13	1	\$7,330.78	\$7,330.78	48.02%	\$3,810.25	\$3,810.25
80	DELL RENEWAL	ProSupport 4HR Hardware Support Serial Number: APM00203700031 Comment: ES40 SHELF 12G 15X4TB SAS FIELD	C062518	13	1	\$5,091.73	\$5,091.73	48.02%	\$2,646.48	\$2,646.48
81	DELL RENEWAL	ProSupport 4HR Hardware Support Serial Number: APM00203700031 Comment: ES40 SHELF 12G 15X4TB SAS FIELD CT	C062518	13	2	\$5,091.73	\$10,183.46	48.02%	\$2,646.48	\$5,292.96
82	DELL RENEWAL	ProSupport 4HR Hardware Support Serial Number: APM00203700031 Comment: DD 10GSFP IO MODULE NDC	C062518	13	1	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
83	DELL RENEWAL	ProSupport 4HR Hardware Support Serial Number: APM00203700031 Comment: DD 10GSFP IO MODULE 4PORT FULL HEIGHT	C062518	13	1	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
84	DELL RENEWAL	ProSupport 4HR Hardware Support Serial Number: APM00203700031 Comment: DD 12G 4 PORT SAS HBA	C062518	13	2	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
85	DELL RENEWAL	ProSupport 4HR Hardware Support Serial Number: APM00203700031 Comment: DD 16GBIT FC IO MODULE 4PORT	C062518	13	1	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
86	DELL RENEWAL	ProSupport 4HR Hardware Support Serial Number: APM00203700031 Comment: DD 1.92TB INTERNAL CACHE SSD	C062518	13	2	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
87	DELL RENEWAL	ProSupport 4HR Hardware Support	C062518	13	1	\$0.00	\$0.00	0.00%	\$0.00	\$0.00



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		Serial Number: APM00203700031 Comment: DD 3M SAS HD FLEX								
88	DELL RENEWAL	ProSupport 4HR Hardware Support Serial Number: APM00203700031 Comment: XCVR 10GBE SR SFP	C062518	13	8	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
89	DELL RENEWAL	ProSupport 4HR Hardware Support Serial Number: APM00203700039 Comment: CONTROLLER DD6900 NFS CIFS	C062518	13	1	\$7,330.78	\$7,330.78	48.02%	\$3,810.25	\$3,810.25
09/10/2025 - 09/30/2026										
DELL										
90	DELL RENEWAL	ProSupport Software Support Serial Number: 25598426 Comment: LIC CLD TIER 1TBSW CAP=CC	C062518	13	50	\$76.14	\$3,807.12	10.00%	\$68.53	\$3,426.50
91	DELL RENEWAL	ProSupport Software Support Serial Number: 25598429 Comment: LICENSE BASE DD OE=IA	C062518	13	1	\$2,266.63	\$2,266.63	36.90%	\$1,430.31	\$1,430.31
92	DELL RENEWAL	ProSupport Software Support Serial Number: APM00203700031_25598427 Comment: DD NEW SOFTWARE=CB	C062518	13	60	\$183.50	\$11,010.20	36.87%	\$115.84	\$6,950.40
93	DELL RENEWAL	ProSupport Software Support Serial Number: APM00203700031_25598428 Comment: ES40 4TB ACT 60TB RAW=CB	C062518	13	1	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
94	DELL RENEWAL	ProSupport Software Support Serial Number: APM00203700031_25598430 Comment: DD BOOST SOFTWARE=CB	C062518	13	60	\$11.42	\$685.28	9.99%	\$10.28	\$616.80
95	DELL RENEWAL	ProSupport Software Support Serial Number: APM00203700031_25598431 Comment: DD REPLICATION SOFTWARE=CB	C062518	13	60	\$15.23	\$913.71	9.97%	\$13.71	\$822.60



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Documents #: OP-000806685
SO-000908898
Solution Name: Renewal DELL/EMC
Wholesale
Customer: CITY OF INDEPENDENCE

Solution Quote

#	Item Number	Description	Public Sector Contract	Term in months	Qty	Unit List Price	Extended List	% Disc	Unit Price	Extended Price
09/11/2025 - 09/30/2026										
DELL										
96	DELL RENEWAL	ProSupport 4HR Hardware Support Serial Number: APM01203710590 Comment: CONTROLLER DD6900 NFS CIFS	C062518	13	1	\$7,292.89	\$7,292.89	57.19%	\$3,122.01	\$3,122.01
97	DELL RENEWAL	ProSupport 4HR Hardware Support Serial Number: APM01203710590 Comment: ES40 SHELF 12G 15X4TB SAS FIELD	C062518	13	1	\$5,065.42	\$5,065.42	57.19%	\$2,168.46	\$2,168.46
98	DELL RENEWAL	ProSupport 4HR Hardware Support Serial Number: APM01203710590 Comment: DD 10GSFP IO MODULE NDC	C062518	13	1	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
99	DELL RENEWAL	ProSupport 4HR Hardware Support Serial Number: APM01203710590 Comment: DD 10GSFP IO MODULE 4PORT FULL HEIGHT	C062518	13	1	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
100	DELL RENEWAL	ProSupport 4HR Hardware Support Serial Number: APM01203710590 Comment: DD 12G 4 PORT SAS HBA	C062518	13	2	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
101	DELL RENEWAL	ProSupport 4HR Hardware Support Serial Number: APM01203710590 Comment: DD 16GBIT FC IO MODULE 4PORT	C062518	13	1	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
102	DELL RENEWAL	ProSupport 4HR Hardware Support Serial Number: APM01203710590 Comment: DD 1.92TB INTERNAL CACHE SSD	C062518	13	2	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
103	DELL RENEWAL	ProSupport 4HR Hardware Support Serial Number: APM01203710590 Comment: DD 3M SAS HD FLEX	C062518	13	1	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
104	DELL RENEWAL	ProSupport 4HR Hardware Support Serial Number: APM01203710590	C062518	13	8	\$0.00	\$0.00	0.00%	\$0.00	\$0.00



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Customer: CITY OF INDEPENDENCE

Solution Quote

#	Item Number	Description	Public Sector Contract	Term in months	Qty	Unit List Price	Extended List	% Disc	Unit Price	Extended Price
Comment: XCVR 10GBE SR SFP										
105	DELL RENEWAL	ProSupport 4HR Hardware Support Serial Number: APM01203710592 Comment: CONTROLLER DD6900 NFS CIFS	C062518	13	1	\$7,292.89	\$7,292.89	57.19%	\$3,122.01	\$3,122.01
09/12/2025 - 09/30/2026										
DELL										
106	DELL RENEWAL	ProSupport Software Support Serial Number: 25611164 Comment: LICENSE BASE DD OE=IA	C062518	13	1	\$2,254.89	\$2,254.89	36.75%	\$1,426.14	\$1,426.14
107	DELL RENEWAL	ProSupport Software Support Serial Number: APM01203710590_25611161 Comment: DD NEW SOFTWARE=CB	C062518	13	60	\$182.55	\$10,953.15	36.73%	\$115.51	\$6,930.60
108	DELL RENEWAL	ProSupport Software Support Serial Number: APM01203710590_25611162 Comment: ES40 4TB ACT 60TB RAW=CB	C062518	13	1	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
109	DELL RENEWAL	ProSupport Software Support Serial Number: APM01203710590_25611163 Comment: DD BOOST SOFTWARE=CB	C062518	13	60	\$11.36	\$681.73	9.96%	\$10.23	\$613.80
110	DELL RENEWAL	ProSupport Software Support Serial Number: APM01203710590_25611165 Comment: DD REPLICATION SOFTWARE=CB	C062518	13	60	\$15.15	\$908.98	9.97%	\$13.64	\$818.40
10/09/2025 - 09/30/2026										
DELL										
111	DELL RENEWAL	ProSupport 4HR Hardware Support Serial Number: APM00203214045 Comment: AVAMAR G4T M600 SVR FLD INSTL	C062518	12	1	\$1,463.50	\$1,463.50	10.00%	\$1,317.15	\$1,317.15
112	DELL RENEWAL	ProSupport 4HR Hardware Support Serial Number: APM00203214045	C062518	12	1	\$0.00	\$0.00	0.00%	\$0.00	\$0.00



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Solution Name: Renewal DELL/EMC
Wholesale
Customer: CITY OF INDEPENDENCE

Solution Quote

#	Item Number	Description	Public Sector Contract	Term in months	Qty	Unit List Price	Extended List	% Disc	Unit Price	Extended Price
Comment: AVAMAR G4T QUAD 10GB CU MANF INSTL										
113	DELL RENEWAL	ProSupport 4HR Hardware Support Serial Number: APM00203214045 Comment: AVAMAR G4T QUAD 10GB OPT+SFP MANF INSTL	C062518	12	1	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
114	DELL RENEWAL	ProSupport 4HR Hardware Support Serial Number: APM00203214045 Comment: AVAMAR G4T FIELD KIT COBRANDED	C062518	12	1	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
10/11/2025 - 09/30/2026										
DELL										
115	DELL RENEWAL	ProSupport 4HR Hardware Support Serial Number: APM00203214044 Comment: AVAMAR G4T M600 SVR FLD INSTL	C062518	12	1	\$1,455.31	\$1,455.31	10.00%	\$1,309.78	\$1,309.78
116	DELL RENEWAL	ProSupport 4HR Hardware Support Serial Number: APM00203214044 Comment: AVAMAR G4T QUAD 10GB CU MANF INSTL	C062518	12	1	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
117	DELL RENEWAL	ProSupport 4HR Hardware Support Serial Number: APM00203214044 Comment: AVAMAR G4T QUAD 10GB OPT+SFP MANF INSTL	C062518	12	1	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
118	DELL RENEWAL	ProSupport 4HR Hardware Support Serial Number: APM00203214044 Comment: AVAMAR G4T FIELD KIT COBRANDED	C062518	12	1	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
10/26/2025 - 09/30/2026										
DELL										
119	DELL RENEWAL	ProSupport 4-Hour 7x24 Technical Support and Assistance Serial Number: D0HHYS3 Comment: VXRAIL P670F - ALL FLASH	C062518	11	1	\$6,626.01	\$6,626.01	10.00%	\$5,963.41	\$5,963.41
120	DELL RENEWAL	ProSupport 4-Hour 7x24 Onsite Service Serial Number: D0HHYS3	C062518	11	1	\$5,079.94	\$5,079.94	10.00%	\$4,571.95	\$4,571.95



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Solution Name: Renewal DELL/EMC
Wholesale
Customer: CITY OF INDEPENDENCE

Solution Quote

#	Item Number	Description	Public Sector Contract	Term in months	Qty	Unit List Price	Extended List	% Disc	Unit Price	Extended Price
		Comment: VXRAIL P670F - ALL FLASH								
121	DELL RENEWAL	ProSupport 4-Hour 7x24 Technical Support and Assistance Serial Number: F0HHYS3 Comment: VXRAIL P670F - ALL FLASH	C062518	11	1	\$6,626.01	\$6,626.01	10.00%	\$5,963.41	\$5,963.41
122	DELL RENEWAL	ProSupport 4-Hour 7x24 Onsite Service Serial Number: F0HHYS3 Comment: VXRAIL P670F - ALL FLASH	C062518	11	1	\$5,079.94	\$5,079.94	10.00%	\$4,571.95	\$4,571.95
09/02/2026 - 09/30/2026										
DELL										
123	DELL RENEWAL	ProSupport Plus Mission Critical DD Cloud Tier Upgrade Sftwr Spt-Contract Serial Number: 8WJY3Q3 Comment: DD SW UPG VIRTUAL BASE	C062518		1	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
124	DELL RENEWAL	1 Year ProSupport Plus Mission Critical DD Cloud Tier Upgrade Sftwr Spt-Maint Serial Number: 8WJY3Q3 Comment: DD SW UPG VIRTUAL BASE	C062518		75	\$84.00	\$6,300.00	10.00%	\$75.60	\$5,670.00
125	DELL RENEWAL	ProSupport Plus: Mission Critical 7x24 HW/SW Tech Support and Assistance Serial Number: 8RYLMF3 Comment: ES40 SHELF 12G SAS UPG FL ENB	C062518		1	\$31.58	\$31.58	10.01%	\$28.42	\$28.42
126	DELL RENEWAL	ProSupport Plus: Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch Serial Number: 8RYLMF3 Comment: ES40 SHELF 12G SAS UPG FL ENB	C062518		1	\$21.05	\$21.05	10.02%	\$18.94	\$18.94
127	DELL RENEWAL	ProSupport Plus: Mission Critical 7x24 HW/SW Tech Support and Assistance Serial Number: 8RYKMF3 Comment: ES40 SHELF 12G SAS UPG FL ENB	C062518		1	\$31.58	\$31.58	10.01%	\$28.42	\$28.42



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Solution Name: Renewal DELL/EMC
Wholesale

Customer: CITY OF INDEPENDENCE

Solution Quote

#	Item Number	Description	Public Sector Contract	Term in months	Qty	Unit List Price	Extended List	% Disc	Unit Price	Extended Price
128	DELL RENEWAL	ProSupport Plus: Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch Serial Number: 8RYKMF3 Comment: ES40 SHELF 12G SAS UPG FL ENB	C062518		1	\$21.05	\$21.05	10.02%	\$18.94	\$18.94
No Start Date Entered - No End Date Entered										
DELL										
129	DELL RENEWAL	DELL RENEWAL Comment: VxRail Software [VXRAIL_SW_SUBSCRIPTION_APOS_16075_NV]	C062518	12	1	\$153,781.26	\$153,781.26	10.00%	\$138,403.13	\$138,403.13

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to issue a \$1,300,000.00 purchase order for fiscal year 2025-2026 to John Moore Oil Company for periodic fuel oil purchases for the Power & Light Department. **Approved**

Recommendations:

Staff recommends approval.

Background:

Deliveries of fuel oil are needed from time to time for Substations H, I & J. These expenditures are done to replace fuel that is burned to support generation requests for the Southwest Power Pool, of which Power & Light (IPL) is a member. This is a routine expense for the Transmission and Distribution Division of Power & Light.

The City contracts with Frazier Oil Company for routine fuel deliveries. During periods of extreme weather, when substations operate for extended hours and fuel demand exceeds Frazier's capacity, IPL must either secure additional fuel from John Moore Oil Company or shut down certain generating units. In many cases, the challenge is not the quantity of fuel needed, but the timing of delivery. In those instances, John Moore Company may provide the necessary support to ensure continued operations.

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

Emergency Justification:**Fiscal Impact:**

The fiscal impact on the City totals \$1,300,000.00. Funding for fuel oil is included in the fiscal year 2025-2026 proposed budget, page 250, account number (0206145-5309), Purchased Power – Other Operating Supplies, IPL Fund 020.

Council Action:

Department /	Power and Light /
Contact	

REVIEWERS

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

ATTACHMENTS:

1. Sole - Emergency Source Form - John Moore Oil - Fuel Oil - FY 25-26



PROCUREMENT SOURCE JUSTIFICATION

For Sole Source or Emergency Purchases Above \$10,000

A sole source is defined as: Only one vendor that possesses the unique and singularly available capability to meet the requirement of the procurement An emergency purchase is defined as: A purchase necessary to alleviate a situation in which there is a threat to health, welfare, or safety, and/or where time does not allow time for normal procurement procedures. All purchases shall follow the City of Independence Procurement Policy.	
I REQUEST THAT THE REFERENCED PURCHASE BE DECLARED A SOLE SOURCE OR EMERGENCY PURCHASE.	
Proposed supplier name and address: John Moore Oil Company P.O. Box 416 Blue Springs Mo 64103 816-729-6847	Munis Vendor ID # 23932 Or attach Supplier's W-9 Form
Purchase Requisition #: 20260485	Estimated cost: \$ 1,300,000.00
If this is a sole source purchase, check all that apply: ☐ Licensed or patented – supplier has a license or patent that makes them the Limited provider. ☐ One-of-a-kind – there are no competitive alternatives available on the market. ☐ Limited Distributor – Supplier is the Limited distributor for the region or municipality ☐ Compatibility – must match existing brand or equipment for compatibility. ☐ Warranty/Replacement part – for a specific brand or factory authorized warranty services. ☐ Grant – Requirements for specific goods/services established in the grant language. Attach grant for support. ☐ Unique design – must meet physical design or quality standards. ☐ Public Utility Services – Necessary adjustment of utility facilities. ☒ Other – <u>is only available through a directed source based on availability to load the order on the days needed</u>	
If this is an emergency purchase, check all that apply and give a brief description of the situation: ☐ Response to a threat to health, welfare or public safety ☐ Protection of preservation of public property ☐ Major project's timeline does not allow for normal procedures in order to be completed Description – _____ _____ _____	
STATEMENT OF NEED AND CERTIFICATION: My department's recommendation for this expenditure is based upon an objective review of the product/service required and appears to be in the best interest of the City of Independence. I know of no conflict of interest with this request. No gratuities, favors or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on my request to source this purchase when there are other known suppliers to exist. By submitting this form to Munis, I hereby certify that this justification for procurement is accurate and complete to the best of my knowledge and belief.	
Department Head Authorization	
Name: Ricky de Aragon	Department: Power & Light
Signature:	Title: Deputy Director of Power & Light

Khristina Irvine

From: Ricky de Aragon
Sent: Wednesday, July 16, 2025 12:28 PM
To: Khristina Irvine
Subject: Re: Sole Source for Fuel Oil - John Moore

I have reviewed and approve, please further process the request.

Best regards,
Ricky

Get [Outlook for iOS](#)

From: Khristina Irvine <kirvine@indepmo.org>
Sent: Wednesday, July 16, 2025 8:05:48 AM
To: Ricky de Aragon <rdearagon@indepmo.org>
Subject: FW: Sole Source for Fuel Oil - John Moore

Hi Ricky, we have a large \$1.3M fuel oil P.O. for John Moore Oil Co. going through the approval system to CC. Can we get your approval for this sole source for them? Elaine's approval is below.
Thanks!



Khristina Irvine

Assistant to the Director

O – 816-325-7434
kirvine@indepmo.org

17221 E. 23rd St. S.
Independence, MO 64057

From: Elaine Kaifes <ekaifes@indepmo.org>
Sent: Wednesday, July 16, 2025 8:28 AM
To: Khristina Irvine <kirvine@indepmo.org>
Cc: Lisa Bateman <lbateman@indepmo.org>
Subject: Re: Sole Source for Fuel Oil - John Moore

Approved

Sent from my iPhone

On Jul 15, 2025, at 8:17 AM, Khristina Irvine <kirvine@indepmo.org> wrote:

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to expend \$909,001.37 in purchase orders to Logicalis for fiscal years 25/26–30/31, to continue the use of cybersecurity services. **Approved**

Recommendations:

Staff recommends approval of this item.

Background:

This purchase is a five-year renewal of the City's cybersecurity services provided by Arctic Wolf. This request represents the continuation of a critical service that the City has utilized to safeguard its digital infrastructure and sensitive data. Arctic Wolf provides a comprehensive Security Operations Center (SOC)-as-a-service solution. This includes proactive threat detection, 24/7 monitoring by security experts, vulnerability management, and incident response capabilities. In an increasingly complex cyber landscape, these services are paramount to protecting the City's operational systems.

The contract used for this purchase is OMNIA Software Solutions and Services contract R240303. Section 8.06.004, Paragraph 4 of the City Code states that competitive bidding is not required when purchases are made through a cooperative contract established by a government purchasing entity or cooperative. The cooperative bids used are established pursuant to RSMo. 70.220 or generally accepted governmental purchasing practices through competitive bidding processes.

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

Emergency Justification:**Fiscal Impact:**

The fiscal impact to the City is \$909,001.37. Funding for cybersecurity infrastructure is included in the FY25-26 budget page 139, account number 0967096-5402, Finance and Support Services Fund - Capital.

Council Action:

REVIEWERS

Jason Newkirk
Melissa Cabrera
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Arctic Wolf Quote

City of Independence

Customer Contact

Name:	Chris Johnson
Email:	cajohnson@indepmo.org
Phone:	816-325-7059
Address:	111 E Maple Ave Independence, MO 64050

Quote Fields

Quote Number:	56312032
Quote Date:	6/11/2025
Quote Expiration:	7/2/2025

Notes

OMNIA Software Solutions and Services contract: R240303
03 year upfront
0NO IRJS
00,157 users

Arctic Wolf Networks - Services Support Quotation

QTV 4.07.19.1.167485

Account Representative

Name:	Caitlin Rozell
Email:	Caitlin.Rozell@us.logicalis.com

Service Representative

Name:	Casey West
Email:	casey.west@us.logicalis.com
Phone:	704-491-2740

Quote Summary

Contract ID	Price
COI-Arctic 5YR	\$909,001.37
Total	\$909,001.37

[LOGICALIS' terms of sale, available at http://www.us.logicalis.com/tcsales](http://www.us.logicalis.com/tcsales), are incorporated herein

Total excludes all taxes; appropriate tax will be applied upon invoicing.
Cancellation Policy: Complementary Vendors retain a no return policy; therefore, all sales are final once order authorization is received and processed.
Reinstatement Fee's: Any lapsed support agreement will be subject to penalty fees per vendor T&C's

Part Number	QTY	Part Description	Contract ID	Service Part Number	Service Description	Start Date	End Date	Extended Price	Address	City	State	Zip	Country	Asset Notes
AW-PLUS-USER-GOLD	1157	Arctic Wolf Plus User License - Gold (MDR, MR)	COI-Arctic 5YR	AW-PLUS-USER-GOLD	ARCTIC WOLF NETWORKS-Software Support	10/01/2025	09/30/2030	\$ 637,183.04	111 E Maple Ave	Independence	MO	64050	United States	
AW-PLUS-SERVER-GOLD	186	Arctic Wolf Plus Server License - Gold (MDR, MR)	COI-Arctic 5YR	AW-PLUS-SERVER-GOLD	ARCTIC WOLF NETWORKS-Software Support	10/01/2025	09/30/2030	\$ 91,519.44	111 E Maple Ave	Independence	MO	64050	United States	
AW-MDR-1YR	1343	Arctic Wolf MDR Log Retention - 1 year	COI-Arctic 5YR	AW-MDR-1YR	ARCTIC WOLF NETWORKS-Software Support	10/01/2025	09/30/2030	\$ 28,914.79	111 E Maple Ave	Independence	MO	64050	United States	
AW-MDR-EXPLR	1343	Arctic Wolf MDR Data Explorer	COI-Arctic 5YR	AW-MDR-EXPLR	ARCTIC WOLF NETWORKS-Software Support	10/01/2025	09/30/2030	\$ 59,978.38	111 E Maple Ave	Independence	MO	64050	United States	
AW-MDR-2XX-S-10GT	2	Arctic Wolf 200 Series Sensor - 2 x 10G SFP+ with Twinax	COI-Arctic 5YR	AW-MDR-2XX-S-10GT	ARCTIC WOLF NETWORKS-Software Support	10/01/2025	09/30/2030	\$ 19,532.84	111 E Maple Ave	Independence	MO	64050	United States	
AW-MDR-O365	1157	Arctic Wolf MDR Office 365 user license	COI-Arctic 5YR	AW-MDR-O365	ARCTIC WOLF NETWORKS-Software Support	10/01/2025	09/30/2030	\$ 71,872.84	111 E Maple Ave	Independence	MO	64050	United States	
AW-WARRANTY-1000	1	Arctic Wolf Security Operations Warranty	COI-Arctic 5YR	AW-WARRANTY-1000	ARCTIC WOLF NETWORKS-Software Support	10/01/2025	09/30/2030	\$ 0.02	111 E Maple Ave	Independence	MO	64050	United States	
AW-PLATFORM-BASE	1	Arctic Wolf Aurora Platform	COI-Arctic 5YR	AW-PLATFORM-BASE	ARCTIC WOLF NETWORKS-Software Support	10/01/2025	09/30/2030	\$ 0.02	111 E Maple Ave	Independence	MO	64050	United States	

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to authorize the expenditure of \$664,000 in Fiscal Year 2025–2026 to USIC Locating Services, Inc. for utility locating services provided to the Municipal Services and Power & Light Departments. **Approved**

Recommendations:

Council approval is recommended.

Background:

The Missouri One-Call Statute requires City-owned utilities to provide facility-locating services under the Missouri One-Call Program. USIC Locating Services, Inc. (USIC) was awarded a multi-year contract to provide these services through a competitive Invitation to Bid (ITB) process and received Council approval in 2022.

For Fiscal Year 2025–2026, funding for utility locating services is allocated as follows:

- \$108,000 – Storm Water Maintenance Division (Municipal Services)
- \$108,000 – Sanitary Sewer Division (Municipal Services)
- \$250,000 – Water Division (Municipal Services)
- \$198,000 – Transmission and Distribution Division (Power & Light)

Total Requested Expenditure: \$664,000

Approval of this item will authorize the expenditure and allow change orders up to ten percent (10%) of the authorized amount, provided appropriations are available.

Emergency Justification:**Fiscal Impact:**

The fiscal impact to the City is \$730,400, which includes a 10% contingency for potential change orders. Funding for this expenditure is included in the Fiscal Year 2025–2026 budget as follows:

- Municipal Services - Sanitary Sewer Collection System Maintenance - Page 176, Account No. 0305230-5226 - Professional Services

- Municipal Services - Storm Water Maintenance - Page 170, Account No. 0135262-5226 - Professional Services
- Municipal Services - Water Transmission and Distribution - Page 190 - Account No. 0404840-5226-665910 - Professional Services
- Power & Light - Transmission and Distribution - Page 255 - Account No. 0206150-5226-58820050 - Professional Services

Council Action:

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

REVIEWERS

Richard Kemple
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 issuance of a purchase order to Logic, Inc. in the amount of \$248,775.39 for the purchase of three Variable Frequency Drives (VFDs) for the Rock Creek Pump Station, as part of Project No. 302605. **Approved**

Recommendations:**Background:**

Located at 400 N. Kentucky Road, the Rock Creek Pump Station (RCPS) is the City's largest pump station, responsible for conveying approximately 60% of the total flow received by the Rock Creek Treatment Facility. Flow through RCPS ranges from 4 million gallons per day (MGD) to 30 MGD, with an average of 4.6 MGD, depending on rainfall and the return of stored wastewater to the collection system.

The station uses multiple pumps controlled by VFDs, which adjust motor speed in real time based on wastewater depth measured by radar. This dynamic control maintains appropriate wet well levels and accommodates significant flow fluctuations.

There are currently five VFD-controlled pumps at RCPS. This purchase will replace aging Siemens Robicon VFDs, installed in 2013, on pumps #3, #4, and #5, which are now nearing the end of their operational life.

Logic Inc. is the sole source provider in the region for this type of VFD equipment.

This is a budgeted capital purchase, and a 10% contingency is requested to accommodate any incidental change orders.

Emergency Justification:**Fiscal Impact:**

The fiscal impact to the City is \$273,652.93, which includes a 10% contingency for potential change orders. Funding for the replacement of Variable Frequency Drives at the Rock Creek Pump Station (Project No. 302605) is included in the Fiscal Year 2025–2026 budget, on page 193, from account number 302605-C-0317031-5406.

Council Action:

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

REVIEWERS

Richard Kemple
Melissa Cabrera
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. ABB quote for VFD's RCPS
2. Logic ABB Distribution Letter - Independence 2025
3. Limited Source Form Logic



Quotation

Quote No: Q560373
Date: 4/22/2025

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Line No.	Part Number	Description	Quantity	Unit Price	Ext. Price
4	ACS880-37-0780A-5+B054+C129+G328+G329+K475+V112+V998	ACS880 Drive Cabinet Drive - Ultra Low Harmonic (37). Input Voltage 480 VAC. 749A LD, 583A HD. IP42 - UL type 1 +B054. Frame Size -1xR8i+1xR8i Top cable entry/exit; Run and fault pilot lights, FENA-21 Comm Module (EIP, Profinet and MBTCP); 48.5"W x 84.5"H x 31.5"D	1	\$107,449.55	\$107,449.55
5	ACS880-37-0503A-5+B054+C129+G328+G329+K475+V112	ACS880 Drive Cabinet Drive - Ultra Low Harmonic (37). Input Voltage 480 VAC. 483A LD, 483A HD. IP42 - UL type 1 +B054. Frame Size -R11 Top cable entry/exit; Run and fault pilot lights, FENA-21 Comm Module (EIP, Profinet and MBTCP); 48.5"W x 84.5"H x 24"D	2	\$69,162.92	\$138,325.84
6	Submittals - Logic	Submittal Documents	1	\$3,000.00	\$3,000.00
Standard Package Subtotal					\$248,775.39

Please send orders to purchasing@logic-control.com or call 913.764.4400.

Register now for the April Technical Expos in St. Louis. and Kansas City
[St. Louis](#) on April 22nd
[Kansas City](#) on April 24th

Terms:

Credit cards are charged upon order and will be subject to a 3% fee. The freight and prepaid insurance will be added to the invoice with standard shipping via UPS ground. Surcharges may incur for special delivery and/or tariffs. Prices are firm for thirty days. After that time, costs may be subject to escalation in the event of a price increase by the manufacturer.

Please send POs to purchasing@logic-control.com or fax to (913) 764-2828.
Click [here](#) to purchase.



Q560373



July 11, 2025

Bryan Henny
City of Independence
9600 Norledge
Independence, MO 64053

Bryan:

Logic Inc. is the exclusive authorized distributor for ABB variable frequency drives and related accessories for the water/wastewater market in Kansas and western Missouri, including the City of Independence. Any requests for quotations, purchases, or technical support should be directed to our office or myself as your Logic representative.

Toll Free: 800-676-8805

Technical Support Hot Line: 913-254-5000

Best regards,

Spencer Brown
Account Executive
Logic, Inc.

PROCUREMENT LIMITED SOURCE JUSTIFICATION Purchases Above \$5,000

A Limited source is defined as:

A purchase that is clearly and legitimately limited to a single source or supply.

- A. If more than one company can respond to your specifications, it is not a Limited source.
- B. The use of Limited source purchases shall be limited only to specific instances, which are totally justified to satisfy compatibility or technical performance needs.

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

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

Proposed supplier name and address: Logic Inc

Estimated cost: \$248,775.39

Purchase Requisition #:

Munis Vendor ID # 70220

Or attach Supplier's W-9 Form

This is a Limited or Limited source purchase because (Check all that apply):

- ☒ **Licensed or patented** – supplier has a license or patent that makes them the Limited provider.
- ☐ **One-of-a-kind** – there are no competitive alternatives available on the market.
- ☒ **Limited Distributor** – Supplier is the Limited distributor for the region or municipality
- ☐ **Compatibility** – must match existing brand or equipment for compatibility.
- ☐ **Warranty/Replacement part** – for a specific brand or factory authorized warranty services.
- ☐ **Grant** – Requirements for specific goods/services established in the grant language. Attach grant for support.
- ☒ **Unique design** – must meet physical design or quality standards.
- ☐ **Public Utility Services** – Necessary adjustment of utility facilities
- ☐ **Other**

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

Describe the proposed goods or services.

(x3) Ultra Low Harmonic VFD drive ACS880. 480 VAC

What are the specific necessary features that this supplier provides that are not available from other suppliers?

Logic is the regional distributor of ABB equipment (VFD's)

Describe your efforts to identify other potential sources and how similar goods or services are unable to meet the required objective.

I had talked with several other vfd suppliers and found that ABB provides the most efficient vfd for our application

***Testing and Evaluations performed to support standardization.**

A member of municipal services is a certified installer of ABB equipment. The city receives a 2 year warranty instead of the standard 1 year warranty

***How will standardization support the department/agency?**

Extended warranty terms, better efficiency resulting in less power consumption.

Is this a one-time procurement?

***On-going Limited Source procurement requires justification to be renewed every two years.**

☒ No* ☐ Yes	
PRICE REASONABLENESS (Check all that apply and attach back-up documentation)	
☐ I reviewed the proposed price to current published catalog, price lists, or market prices as documented in the attachments and the proposed price is similar or less. <u>Attach relevant documentation.</u> ☒ Based on my knowledge of the market, my experience of prior similar proposals, or knowledge imparted by technical experts. ☐ The price is set by law or regulations. ☐ Other: _____ ☒ Back-up documentation is attached.	
STATEMENT OF NEED AND CERTIFICATION: My department's recommendation for Limited source is based upon an objective review of the product/service required and appears to be in the best interest of the City of Independence. I know of no conflict of interest on my part or personal involvement in any way with this request. No gratuities, favors or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on my request to Limited source this purchase when there are other known suppliers to exist. By submitting this form to Munis, I hereby certify that this justification for Limited source procurement is accurate and complete to the best of my knowledge and belief.	
Printed/Typed Name: Bryan Henny	Title: Maintenance Supervisor

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

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

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

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>
Revenue balance after EV loan payoff	\$102,925

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>
Total initial lease seed money	\$314,425

Initial lease seed money	\$314,425
Lease Auction Revenue	<u>\$904,320</u>
Total funds for lease payments to date	\$1,218,745

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>
		\$1,273,662

Enterprise FM Trust was selected to provide the leasing per the terms and conditions of the national Sourcwell 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:

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

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 Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell 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 Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell 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.

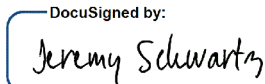
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

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:

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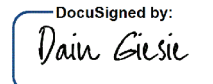
By: _____

Jeremy Schwartz

Title: Chief Procurement Officer

5/4/2022 | 9:11 AM CDT

Date: _____

DocuSigned by:

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By: _____

Dain Giesie

Title: Vice President

5/4/2022 | 2:58 PM CDT

Date: _____

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Approved:

DocuSigned by:

7E42B8F817A64CC...

By: _____

Chad Coauette

Title: Executive Director/CEO

5/4/2022 | 3:23 PM CDT

Date: _____

RFP 030122 - Fleet Management Services

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

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): (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.	Background and History 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. 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. 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. 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. 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. Founding Values 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: Our brands are the most valuable things we own. Personal honesty and integrity are the foundation of our success. Customer service is our way of life. Our company is a fun and friendly place, where teamwork rules. We work hard...and we reward hard work. Great things happen when we listen...to our customers and to each other. We strengthen our communities, one neighborhood at a time. Our doors are open. Business Philosophy 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.	*
11	What are your company's expectations in the event of an award?	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. 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.	*
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.	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. 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.	*
13	What is your US market share for the solutions that you are proposing?	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.	*

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. 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? 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.	- o Alberta Corporate License number: 2116040300 - o Saskatchewan Corporate License number: 101184133 - o Manitoba Corporate License number: 6262881 - o GST number: 82540 4205 RT0001: - o Saskatchewan PST number: 2476059 - o Manitoba PST number: 82540 4205 MC0001	*
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. Blue Seal of Excellence from the National Institute for Automotive Service Excellence (ASE) (1997-2020 – 24 years straight) Silver Stevie Award, Innovation in Sales from the Stevie Awards for Sales & Customer Service (2020) Silver Stevie Award, Best Use of Technology in Sales from the Stevie Awards for Sales & Customer Service (2020) Bronze Stevie Award, Innovation in Customer Service from the Stevie Awards for Sales & Customer Service (2020) 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.	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. 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: Fleet Management Director • The director of the local leadership team who can assist in resolving escalated customer service needs regarding the Sourcewell's fleet management services. Fleet Strategy Manager • Works with Client Strategy Manager to maximize resale/disposal of fleet vehicles • Works with wholesalers nationwide to sell vehicles in an average of 23 days Finance Manager • A member of the local leadership team who can assist in resolving escalated customer service needs regarding the financing of Sourcewell's fleet. Account Executive • Designs, reviews and implements fleet management programs • Supports the Client Strategy Manager in handling Sourcewell's ongoing fleet needs Area Sales Manager • Provides a managerial oversight to the Account Executive and Client Strategy Manager and can provide additional support to Sourcewell as needed Client Strategy Manager • Implements fleet management programs specifically designed for Sourcewell • Reviews Sourcewell's Fleet Profile on a regular basis • Proactively forecasts vehicle replacement needs • Secondary point of contact for fleet related matters Account Fleet Coordinator • Primary contact for Sourcewell's fleet needs • Administers all day-to-day fleet-related matters • Works with Client Strategy Manager to provide turnkey fleet management • Works directly with Sourcewell's employees on fleet issues
27	Dealer network or other distribution methods.	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. Vehicle Delivery 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. This is what we expect from our CD dealers: • Acceptance of vehicle, including inspection for damage or missing equipment. • Filing of claims and making arrangements for any necessary repairs. • Preparation of vehicle for delivery, including performing the post-delivery inspection, cleaning the vehicle, and installing any equipment. • Timely delivery of vehicle to driver, including providing excellent customer service and a demonstration of the vehicle. • Application for Title and Registration with the state and installation of license plates or temporary tags.

28	Service force.	Call Center 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. 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. 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. Supplier Network 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. 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.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	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. 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.

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.	Service Quality index (SQi) is an industry leading metric that is core to Enterprise values. 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. Customer Service Philosophy 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. Founding Values 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: • Our brands are the most valuable things we own. • Personal honesty and integrity are the foundation of our success. • Customer service is our way of life. • Our company is a fun and friendly place, where teamwork rules. • We work hard...and we reward hard work. • Great things happen when we listen...to our customers and to each other. • We strengthen our communities, one neighborhood at a time. • Our doors are open.	*
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 Sourcewell 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: • A marketing banner on the Sourcewell website announcing the partnership and details • Targeting the largest members first to maximize the impact • Local sales teams will meet regularly with current and potential members • Direct-mail campaign with customized fliers featuring program information
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. 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.
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-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 Sourcewell 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 Sourcewell 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. This will be customized to Sourcewell 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.

41	Describe any technological advances that your proposed products or services offer.	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. Customer Website – Complete oversight on entire fleet and individual vehicles • Customizable dashboards show graphs, data, and analysis that is most important to you • Reporting covering entire fleet, with drill-down capability to individual vehicles • Custom, automatic alerts for maintenance, billing, registrations, renewals, recalls, etc. • Life-to-date maintenance data and complete vehicle history for each vehicle Annual Client Review – Identify and lower costs • Web-based solution for year-over-year fleet analysis led by local Enterprise team • Analyze all fleet costs including maintenance, fuel, insurance, depreciation, etc. • Document goals to develop the best possible fleet cycling plan and lower costs Fleet Planning Toolkit – The right vehicles at the right cost • Vehicle selector allows Enterprise to compare up to six vehicles side-by-side • Integrate all costs for a total cost analysis • Determine the best time to replace your vehicles Auto Integrate – Minimize downtime • Web-based repair and maintenance authorization platform to reduce downtime • Integration with most national account partners for faster approvals • Partnered with more than 35,000 maintenance and repair shops to eliminate billing issues • Real-time maintenance updates • Access to more than 100 ASE-certified technicians employed by Enterprise Mobile App – Convenience for drivers • Fuel station and maintenance shop locator • Click-to-call roadside assistance • Accident reporting (including photos) • Receive alerts • Enter and track mileage • View order status of purchased vehicles • View maintenance cards • Check-in and check-out for vehicles with multiple drivers • Edit incorrect mileage entries
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.	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: Vehicle Cycling/Fleet Optimization 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. In addition to the traditional vehicle emission consisting of acquisition cost, maintenance expenses and residual value, our team provides additional data points. 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. Carbon Reporting and Offsets 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. 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. TerraPass invests in alternative-energy projects to remove harmful greenhouse gases from the atmosphere. Enterprise Fleet Management — through the Enterprise Holdings

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

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.	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. Good Faith Plan 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. Small Business Enterprise (SBE) & Minority and Women Business Enterprise (MWBE) • Identify opportunities for SBE/MWBE certified vendors to provide goods and services. • 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. • 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 • Negotiate in good faith with interested SBE/MWBE Certified Vendors • Join and support local and national minority, women, and small business organizations. • Advertise in local and national DBE-focused publications for vendors that can provide needed goods and services. • Encourage drivers to utilize DBE & M/WBE vendors for maintenance and repair based on each company's needs. • 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.	*
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?	At Enterprise Fleet Management, we believe the following are differentiating factors that distinguish us from the competition: • 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. • Sales force & 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. • 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. • 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. • 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. • 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.	*

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 *	
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. 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. 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: Fuel Card We partner with WEX for fuel card services. The WEX fuel card management program offers three main benefits: • Convenience: Card accepted at more than 180,000 U.S. locations • Security: Cards with driver identification issued to the driver assigned to the vehicle • Control: Card program offers various controls to help manage your fleet's fueling expenses 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. 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: • Review transaction activity • Identify potentially abusive or fraudulent behavior • Notify customers when such behavior occurs GPS 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: • Safety: Breakthrough accident detection, safer driving behavior, in-	

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.)	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: • Active management of vehicle lifecycle to minimize fuel and maintenance spend • Annual fuel and maintenance spend benchmarking to decrease total cost of ownership • Comparison of vehicle makes and models to provide better total cost of ownership • Increased equity gain at disposal through proactive fleet planning and forecasting • Continuing review of resale market to identify best disposal method and holding period • Comparison of Enterprise resale performance against industry standards • Management of Sourcewell incentive programs to reduce acquisition costs • Review of vehicle application to "right-size" makes and models that are best suited for Sourcewell needs • Review driver and administrator feedback to maximize driver satisfaction

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
55	Describe your payment terms and accepted payment methods.	Payment Terms Payment terms are Net 30. Payment Enterprise offers several payment options to our clients: • Direct debit – payments are withdrawn on the 20th of each month • One-time ACH – can be completed via phone or email • Check – can be mailed or overnighted to Enterprise • Wire/ACH push – can be set up through Enterprise's bank
56	Describe any leasing or financing options available for use by educational or governmental entities.	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. Enterprise offers four types of funding solutions. They are an Open-Ended Equity Lease, Closed-End Lease, Prepaid Lease, and Finance. • 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. • Closed-End Lease: allows for a lower monthly payment based on vehicle usage, geared towards individuals that drive minimal miles. • Prepaid Lease: allows the lessee to take advantage of discounted interest rates by paying all rent up front. • 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. Open-Ended Lease 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: • Improved cash flow • No mileage restrictions or wear-and-tear charges • Flexible financing options • Customized terms for use and type of vehicle • Retention of ownership rights 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. 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. Lease Terms 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.

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 *	
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.	Inclusive, Upfront Pricing 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. Integrity and Transparency 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. Flexible Options 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. We have uploaded our pricing materials as instructed.	*
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.	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. For ancillary programs such as Full Maintenance and Maintenance Management, additional discounts on parts and labor are passed through to our customers.	*

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. 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. 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. 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. 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. 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 Canadian 3yr Bond	US: 350 basis points over 3 year t-bill Canada: Canadian 3yr Bond + 300 basis points	*
68	Basis Points	US: 350 Canada: 300	US: 350 basis points over 3 year t-bill 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) 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) 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) 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) 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 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 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 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 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 Canada \$495.00	US \$400.00 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 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. 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. 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. Deliveries to qualified members during the term of the contract is \$125.00 per new delivery. 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. 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.	Enterprise Fleet Management offers a full range of customizable fleet solutions to our customers, including: • Total cost of ownership analysis and comparisons • Dedicated local account team assigned to each client to make ongoing cost saving recommendations • Company fleet policy consultation • Insurance consultation and programs • Customizable lease options and financing • Detailed driver analysis • Fleet selection and acquisition • Maintenance and fuel program management for both leased and client owned vehicles • Four-year cost model development • License, title and renewal services for both leased and client owned vehicles • Customizable website dashboard with near real-time data and reporting • Remarketing and resale for both leased and client owned vehicles • Driver Safety programs
89	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	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. As a result, Enterprise Fleet Management is able to provide Sourcewell with a complete fleet management program that includes: • Fleet cost analysis • Company fleet policy constitution • Insurance consultation • Detailed driver analysis • Fleet selection • Maintenance and fuel program management • Customized fleet plan based on your specific needs We also provide a range of ancillary solutions to address specific needs throughout the vehicle lifecycle: • Universal fuel card management • Personal-use reporting • Vehicle sharing technology • Maintenance services from ASE-certified technicians • Accident Management services from I-CAR certified professionals • Insurance coverage through our broker, Lockton

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.

Item	Category	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	☒ Yes ☐ 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	☒ Yes ☐ 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	☒ Yes ☐ 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: i. Short-term rental programs; ii. Upfitting of after-market programs; iii. Fleet management information technologies, such as: telematics, fleet monitoring, fuel management, fuel tank management, and motor pool/fleet sharing software and systems; iv. Roadside assistance including towing, emergency towing, and repairs; v. Installation, operation, and maintenance of dedicated charging and fueling stations; and vi. Vehicle battery longevity monitoring and replacement plans.	☒ Yes ☐ 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
Addendum_3_Fleet_Mgmt_Services_RFP_030122 Mon February 21 2022 04:30 PM	☒	2
Addendum_2_Fleet_Mgmt_Services_RFP_030122 Thu February 17 2022 08:53 AM	☒	3
Addendum_1_Fleet_Mgmt_Services_RFP_030122 Thu January 13 2022 04:26 PM	☒	1

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-774 A resolution amending Articles IV and V as they pertain to Holidays of the City of Independence Personnel Policies and Procedures Manual **Item passes 6-0 Res. No.7153**

Recommendations:

Approval is recommended.

Background:

This item modifies the recognition of President's Day to a floating holiday and clarifies language related to holiday or overtime pay. The proposed language has been reviewed and approved by the Personnel Board.

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

Department / Contact	Human Resources /
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REVIEWERS

Jeremy Cover
Zachary Walker
Susanne Holland
Mike Jackson
Susanne Holland

ATTACHMENTS:

1. Res. No. 25-774
2. ARTICLE IV & V (Holidays Revised)

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION AMENDING THE PERSONNEL POLICIES AND PROCEDURES OF THE CITY OF INDEPENDENCE, MISSOURI TO UPDATE ARTICLE IV (HOURS OF WORK AND LEAVE) AND V (RECRUITMENT, SELECTION, PROBATION, AND PROMOTION), AS IT PERTAINS TO HOLIDAYS.

WHEREAS, on or about June 17, 1985, the City of Independence adopted the Personnel Policies and Procedures Manual; and,

WHEREAS, City staff identified the need to make amendments to the Manual; and,

WHEREAS, on June 13, 2025, after notice was given in accordance with the City's Personnel Policies and Procedures Manual, the Personnel Board held a hearing to consider amending the text of the Manual; and,

WHEREAS, the Personnel Board recommends approval of amendments by Council; and,

WHEREAS, the City wishes to amend Article IV and Article V as set forth in **Exhibit A**.

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

SECTION 1. That Article IV and Article V of the Personnel Policies and Procedures of the City of Independence, Missouri is hereby amended as set forth in **Exhibit A**, which is attached hereto and incorporated herein.

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

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

ATTEST:

City Clerk

APPROVED – FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

ARTICLE IV. HOURS OF WORK AND LEAVE

A. Hours of Work

Regular hours of work for full-time employees, unless otherwise specified, shall be forty (40) hours per week. Work schedules for employees shall be established by the Department Head, subject to approval by the City Manager. Employees shall be entitled to a fifteen (15) minute break during each one-half shift of four (4) hours or more. Employees may not accumulate break time one day to the next. Compensatory time will not be granted if an employee does not take their break.

B. Attendance

Department Heads shall keep daily employee attendance records. These records shall be reported in accordance with procedures established by the Finance Director.

C. Holidays

1. General Provisions: The following days are designated as legal holidays by City Council.
~~When a designated holiday falls on Sunday, the following Monday will be observed as the holiday; when a holiday falls on Saturday, the preceding Friday will be observed as the holiday. Employees required to work in excess of eight hours per day will be granted holiday pay equal to the number of hours required to work. An employee who voluntarily works a flexible schedule with hours exceeding eight hours per day will be granted a maximum of ninety-six hours annually or eight hours per holiday. Such employee may supplement their days off using accrued vacation leave, personal business, or compensatory time.~~

New Year's Day

Labor Day

~~President's Day~~— Floating Holiday

Veteran's Day

Martin Luther King, Jr. Birthday

Thanksgiving Day

Truman's Birthday

Day after Thanksgiving Day

Memorial Day

Christmas Eve

Juneteenth

Christmas Day

Independence Day

~~*President's Day is observed as a floating holiday and the City will not be closed on President's Day.~~ Each Department Head shall schedule the floating holiday for all employees of the department, respecting the wishes of each employee so far as the employee's wishes are compatible with the needs of the service.

When a designated holiday falls on Sunday, the following Monday will be observed as the holiday; when a holiday falls on Saturday, the preceding Friday will be observed as the holiday.

2. Full-time employees shall receive eight (8) hours of pay at their straight time rate for each holiday regardless of their regular work schedule. Any employee who does not receive forty (40) hours of straight time pay in a holiday week due to only receiving eight (8) hours holiday pay shall have the option to make up hours worked during that pay period or use accrued leave benefit hours if they so choose to cover any additional hours of not covered by holiday pay.
3. Regular Part-time Employees: Regular part-time employees will receive holiday pay on a proportional basis. The base is the number of regularly scheduled work hours per pay period divided by 80.
4. Temporary Employees: Temporary employees will not be paid for holidays not worked.
5. Employees Required to Work on Holidays: ~~Regular non-exempt employees required to work on an observed holiday will be compensated at the overtime rate or receive compensatory time for hours worked, plus receive straight time for the holiday. Employees required to work on a holiday shall be paid eight (8) hours holiday pay at their straight time rate. In addition, all hours worked on a holiday by an employee will be paid at one and one-half (1.5) times the straight time rate.~~ Employees required to work on a holiday shall be paid eight (8) hours holiday pay at their straight time rate. In addition, all hours worked on a holiday by an employee will be paid at one and one-half (1.5) times the straight time rate.

E. Vacation Leave

A regular employee shall earn vacation leave credit for time actually worked, including the initial probationary period.

3. Vacation Scheduling

- a. Each Department Head shall schedule vacation leave for all employees of the department, respecting the wishes of each employee so far as the employee's wishes are compatible with the needs of the service. Vacation leave may not be taken by an employee until the employee has worked six (6) months
- b. An employee shall not be charged ~~with leave for an observed holiday occurring during the employee's scheduled vacation~~ vacation leave if a holiday or observed holiday occurs during the employee's scheduled vacation.

Q. Special Work Schedules

2. When an employee works a special schedule which regularly involves daily hours greater than eight hours; i.e. 10 or 12 hours plan, or days other than Monday through Friday, the following shall apply:
 - a. Overtime pay: All non-exempt employees working in excess of forty (40) hours per week shall be compensated at the rate of one and one-half (1½) times their regular hourly rate of pay, **also referred to as straight time rate.** ~~For purposes of this subsection, when calculating total hours per work period, holidays that~~

~~fall on a scheduled work day but are not worked but (paid via holiday pay) are included. All other hours paid but not actually worked are excluded. For~~ purposes of calculating overtime pay, when calculating total hours per work-week, holidays that fall on or are observed on an employee's scheduled workday (but are not worked) are included in the overtime calculation. All other hours paid but not actually worked are excluded from the overtime calculation, including holidays that fall on or are observed on an employee's non-scheduled work day.

This section shall not preclude provisions establishing an entitlement to premium pay for hours worked on holidays or weekends (if the weekends are not regular working days for the employees in question). This section is intended to eliminate any practice or provision that automatically pays overtime or premium pay for all hours worked outside an employee's regular schedule if the employee has not actually worked the requisite number of hours during the pay period required to qualify for overtime pay.

- b. ~~Holiday pay: Employees required to work in excess of eight (8) hours per day will be granted holiday pay equal to the number of hours required to work. Non-exempt employees who voluntarily select to work a flexible schedule with hours exceeding eight hours per day shall be granted a maximum of ninety-six (96) hours holiday pay annually or eight hours per day. Such employee may take the additional holiday time as leave without pay, or supplement additional time off by using accrued vacation leave, personal business leave, compensatory time, or holiday leave. Full-time employees shall receive eight (8) hours of pay at their straight-time rate for each holiday regardless of their regular work schedule. Any employee who does not receive forty (40) hours of straight time pay in a holiday week due to only receiving eight (8) hours holiday pay shall have the option to make up hours worked during that pay period or use accrued leave benefit hours if they so choose to cover any additional hours of not covered by holiday pay. Leave must be requested and approved, in advance, by the Department Head.~~**

ARTICLE V. COMPENSATION AND BENEFITS

B. Administration of Pay Plan

6. Vacation Scheduling

- a. All non-exempt employees working in excess of forty (40) hours per week shall be compensated at the rate of one and one-half (1½) times their regular hourly rate of pay. ~~For purposes of this subsection, w~~When calculating total hours per week worked, ~~holidays (as defined in Article IV, Section C) are included. refer~~ to Article IV (Hours of Work and Leave).

This section shall not preclude provisions establishing an entitlement to premium pay for hours worked on holidays or weekends (if the weekends are not regular working days for the employees in question). ~~This section is intended to eliminate any practice or provision that automatically pays overtime or premium pay for all hours worked outside an employee's regular schedule if the employee has not actually worked the requisite number of hours during the pay period required to qualify for overtime pay.~~

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-775 A resolution amending Article IV as it pertains to Leave of Absence of the City of Independence Personnel Policies and Procedures Manual **Item passes 6-0 Res. No. 7154**

Recommendations:**Background:**

This item clarifies the language related to an extended leave of absence as well as requires the approval of the department director, Human Resources Director, and City Manager for an extended leave of absence to be granted. These changes have been reviewed and approved by the Personnel Board.

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

Department / Contact	Human Resources /
---------------------------------	-------------------

REVIEWERS

Jeremy Cover
Zachary Walker
Susanne Holland
Mike Jackson
Susanne Holland

ATTACHMENTS:

1. Res. No. 25-775
2. ARTICLE IV (Leave of Absence)

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION AMENDING THE PERSONNEL POLICIES AND PROCEDURES OF THE CITY OF INDEPENDENCE, MISSOURI, TO UPDATE ARTICLE IV (HOURS OF WORK AND LEAVE), AS IT PERTAINS TO LEAVE OF ABSENCE.

WHEREAS, on or about June 17, 1985, the City of Independence adopted the Personnel Policies and Procedures Manual; and,

WHEREAS, City staff identified the need to make amendments to the Manual; and,

WHEREAS, on June 13, 2025, after notice was given in accordance with the City's Personnel Policies and Procedures Manual, the Personnel Board held a hearing to consider amending the text of the Manual; and,

WHEREAS, the Personnel Board recommends approval of amendments by Council; and,

WHEREAS, the City wishes to amend Article IV as set forth in **Exhibit A**.

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

SECTION 1. That Article IV of the Personnel Policies and Procedures of the City of Independence, Missouri is hereby amended as set forth in **Exhibit A**, which is attached hereto and incorporated herein.

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

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

ATTEST:

City Clerk

APPROVED – FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

ARTICLE IV. HOURS OF WORK AND LEAVE

G. Family and Medical Leave Act (FMLA)

13. Failure to Return after FMLA Leave: An employee who fails to return to work as scheduled after FMLA leave or exceeds the ~~12-week~~ applicable FMLA entitlement ~~(or in the case of military caregiver leave, the 26-week entitlement), must~~ may choose to request an Extended Leave of Absence ~~Without Pay or a Leave of Absence with Pay~~. Failure to return to work or request ~~additional leave time~~ an Extended Leave of Absence will be considered job abandonment and may result in termination.

14. Extending Leave Beyond ~~Twelve Weeks~~ FMLA Leave: ~~Leave of Absence With or Without Pay~~: If an employee desires additional time ~~has paid leave~~ after exhausting the ~~twelve weeks~~ authorized by FMLA, an Extended Leave of Absence ~~With Pay~~ may be approved ~~by the Department Head~~. An Employee must request an extension, in writing within three (3) workdays ~~after exhausting FMLA leave. The request and~~ must include a date by which the employee expects to return to work. See Section J (Extended Leave of Absence).

~~If an employee does not have paid leave after exhausting the twelve weeks authorized by FMLA, he/she must request a Leave of Absence Without Pay in accordance with Section J (Leave of Absence Without Pay) of this Article.~~

J. Extended Leave of Absence ~~Without Pay~~

~~An employee on vacation or sick leave status must request a leave of absence without pay within three (3) workdays after exhausting all paid leave. If an employee is absent for more than three (3) consecutive workdays after exhausting all paid leave and does not receive approval for a leave of absence without pay, the employee may be considered to have resigned without notice.~~ If an employee desires an Extended Leave of Absence, a request must be submitted in writing and approved by the Department Director, Human Resources Director, and City Manager. The request must include a date by which the employee expects to return to work. Up to one (1) year may be approved. Approval will be dependent upon compatibility with the needs of the service for the City.

~~The Human Resources Director is authorized to grant a leave of absence without pay not to exceed fifteen (15) calendar days upon recommendation of the employee's Department Head. The City Manager may grant an employee a leave of absence, without pay, for a period not to exceed one (1) year, upon written request. Failure on the part of the employee to report to work at the end of an approved leave without pay may be considered a resignation. Once approved, the employee will cease to accrue additional leave time. The employee may choose to utilize available leave balances intermittently during their Extended Leave of Absence.~~

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-776 A resolution amending Article IV as it pertains to Sick Leave of the City of Independence
Personnel Policies and Procedures Manual **Item passes 6-0 Res. No. 7155**

Recommendations:

Council approval is recommended.

Background:

This item modifies the accrual of sick leave credit to allow new employees to use sick leave in their probationary period.

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

Department / Contact	Human Resources /
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REVIEWERS

Jeremy Cover
Zachary Walker
Susanne Holland
Mike Jackson
Susanne Holland

ATTACHMENTS:

1. Res. No. 25-776
2. ARTICLE IV (Sick Leave)

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION AMENDING THE PERSONNEL POLICIES AND PROCEDURES OF THE CITY OF INDEPENDENCE, MISSOURI, TO UPDATE ARTICLE IV (HOURS OF WORK AND LEAVE), AS IT PERTAINS TO SICK LEAVE.

WHEREAS, on or about June 17, 1985, the City of Independence adopted the Personnel Policies and Procedures Manual; and,

WHEREAS, City staff identified the need to make amendments to the Manual; and,

WHEREAS, on June 13, 2025, after notice was given in accordance with the City's Personnel Policies and Procedures Manual, the Personnel Board held a hearing to consider amending the text of the Manual; and,

WHEREAS, the Personnel Board recommends approval of amendments by Council; and,

WHEREAS, the City wishes to amend Article IV as set forth in **Exhibit A**.

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

SECTION 1. That Article IV of the Personnel Policies and Procedures of the City of Independence, Missouri is hereby amended as set forth in **Exhibit A**, which is attached hereto and incorporated herein.

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

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

ATTEST:

City Clerk

APPROVED – FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

ARTICLE IV. HOURS OF WORK AND LEAVE

F. Sick Leave

1. Accrual of Sick Leave Credit:

- a. New full-time employees will be credited forty-eight (48) hours of sick leave on their first day of employment. New part-time employees will be credited the pro-rated sick leave that reflects the number of hours anticipated to work during their initial probationary period.
- b. After successful completion of their initial probationary period, a full-time employee will earn sick leave credit at the rate of eight (8) hours for each calendar month employed.
- c. A part-time employee will earn sick leave credit each month in proportion to the expected scheduled work hours per pay period divided by eighty (80).
- d. Temporary employees are not eligible for sick leave benefits.

2. ~~Calculation of Sick Leave Credit: Employees appointed on or prior to the fifteenth (15th) day of the month receive leave credit beginning on the first (1st) day of that month. Employees appointed subsequent to the fifteenth (15th) day of the month receive leave credit beginning on the first (1st) day of the succeeding month.~~

3. 2. Use of Sick Leave Credit: ~~Sick leave credit is accrued during an employee's initial probationary period; however, the employee will not be paid for sick leave during this period.~~ Accrued sick leave may be authorized by the ~~director~~ employee's Department Head ~~of the employee's department after successful completion of the initial probationary period~~ due to personal illness, or immediate family illness, healthcare appointment/visit, or any situation which may be authorized by the Family and Medical Leave Act (FMLA).

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-777 A resolution amending Article VI as it pertains to Separation and Disciplinary Action of the City of Independence Personnel Policies and Procedures Manual **Approved Res. No. 7156**

Recommendations:**Background:**

The primary proposed change to Article VI of the Personnel Policies and Procedures Manual clarifies the termination process and inclusion of the Human Resources Director, in addition to the City Manager, in termination decisions. Additionally, staff members on service probation as a result of disciplinary action will not be eligible for transfer or promotion.

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

Department / Contact	Human Resources /
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REVIEWERS

Jeremy Cover
Zachary Walker
Susanne Holland
Mike Jackson
Susanne Holland

ATTACHMENTS:

1. Res. No. 25-777
2. ARTICLE VI (Separation & Disciplinary Action)

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION AMENDING THE PERSONNEL POLICIES AND PROCEDURES OF THE CITY OF INDEPENDENCE, MISSOURI, TO UPDATE ARTICLE VI (SEPARATION AND DISCIPLINARY ACTION), AS IT PERTAINS TO TERMINATION AND EMPLOYEE TRANSFER.

WHEREAS, on or about June 17, 1985, the City of Independence adopted the Personnel Policies and Procedures Manual; and,

WHEREAS, City staff identified the need to make amendments to the Manual; and,

WHEREAS, on June 13, 2025, after notice was given in accordance with the City's Personnel Policies and Procedures Manual, the Personnel Board held a hearing to consider amending the text of the Manual; and,

WHEREAS, the Personnel Board recommends approval of amendments by Council; and,

WHEREAS, the City wishes to amend Article VI as set forth in **Exhibit A**.

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

SECTION 1. That Article VI of the Personnel Policies and Procedures of the City of Independence, Missouri is hereby amended as set forth in **Exhibit A**, which is attached hereto and incorporated herein.

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

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

ATTEST:

City Clerk

APPROVED – FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

ARTICLE VI. SEPARATION AND DISCIPLINARY ACTION

A. Resignation

1. Voluntary resignation: A Classified and Unclassified Employees wishing to resign in good standing, shall file with the Department Head and/or City Manager, at least two (2) weeks in advance of the effective date, a written resignation stating the effective date of the resignation.

2. Abandonment of position: An employee shall be deemed to have abandoned his or her position if that employee has three (3) consecutive working days/shifts of unauthorized absence. This situation shall be deemed a resignation, and the required written resignation of the employee shall be waived.

a. An employee separated from City service in this manner may apply to the Human Resources Director for reinstatement. Reinstatement shall be considered when it is in the best interests of the City and determined on a case-by-case basis. Recommendations for reinstatement shall be made by the Human Resources Director, with the concurrence of the Department Head, subject to approval by the City Manager. Denial of reinstatement may be appealed to the Personnel Board in accordance with Article ~~VIII.F~~ VII of these Personnel Policies and Procedures.

~~b. If an employee is reinstated, determination regarding a break in service shall be made after consideration of all factors.~~

B. Termination

1. Classified Employees: A Department Head may, for cause, recommend the termination of a eClassified eEmployee to the Human Resources Director via a formal written memorandum. Upon review of the termination recommendation, the Human Resources Director shall consider all options including:

1) Deny the recommendation for termination and provide the Department Head with the recommended actions instead of termination.

2) Approve the termination recommendation for cause.

3) If additional information is needed to determine whether termination is appropriate the Human Resources Director shall place said employee on suspension without pay for a period of ten (10) days to conduct further investigation.

If a Classified Employee is reinstated without disciplinary action after suspension, said employee shall be compensated for the time they were placed on suspension without

~~pay. by placing the employee on suspension without pay for a period of ten (10) days pending a request by the employee for an appeal hearing to the Personnel Board. A request for a hearing shall be in writing and filed with the Human Resources Director. If no appeal is received, the employee shall be terminated at the completion of the suspension. The recommendation for termination is subject to review and subsequent recommendation by the Human Resources Director to the City Manager who shall make the final determination matter.~~

A Classified Employee who has been recommended for termination shall be entitled to receive a written statement of reasons for the action. Termination of Classified Employees shall be in accordance with the standards of the Merit System. The City Manager shall make the final determination on the matter. If the **recommended** termination is appealed, it shall be processed in a timely manner pursuant to Article VII of these Personnel Policies and Procedures.

2. Unclassified Employees: The appointing authority may, with or without cause, terminate an Unclassified eEmployee in accordance with the provisions of Article 3.3(1) of the Charter.

~~Since employees in the unclassified service may be terminated with or without cause, the following severance plan is provided for unclassified employees that are terminated involuntarily~~ Unclassified employees who have completed one (1) year of employment and are terminated without cause are eligible for the following transition compensation:

~~a. Transition compensation will be provided to unclassified employees being involuntarily terminated who meet the following eligibility requirements:~~

- ~~1) Have successfully completed an employment period of one year;~~
- ~~2) Are presently a regular full-time employee in the unclassified service;~~
- ~~3) Being terminated at the initiative of the appointing authority for reasons other than gross misconduct.~~

~~b.~~ a. Transition compensation will be provided based on the length of service of the employee being terminated, in accordance with the following ranges. The number of weeks of compensation within the ranges will be determined by the appointing authority:

Length of Service	Amount (Base Salary)
1 to 3 years	4 weeks
5 to 10 years	12 – 16 weeks
10 years and over	20 – 26 weeks

~~c.~~ b. Transition compensation will be included on a separate check in a lump sum, less

applicable deductions.

d c. Transition compensation will not be considered as time worked and will have no effect on the date of termination or the date employee benefit coverage ceases.

H. Disciplinary Action

1. Types of Disciplinary Action: Supervisors shall consider the type and severity of the offense, the employee's work record and other circumstances surrounding the employee's performance in determining appropriate disciplinary action. Immediate disciplinary action can be taken against an employee for violation of any items listed in the preceding subsection. If the need arises to remove the employee from the job for the employee's own safety as well as for the good of the City, the employee may be immediately suspended without pay pending a decision of final disciplinary action to be taken. This action does not preclude the employee's right to due process. Such action may be grieved in accordance with Article ~~VIII~~ **VII** of these Personnel Policies and Procedures.

Types of disciplinary action with increasing severity include:

c. Service Probation - An employee may be placed on service probation. If service probation is due to poor performance, the supervisor must prepare an action plan for improved performance with the request for a service probation period. Employees are not eligible for transfer or promotion while on service probation. If improvement is not made, the employee may be terminated. The action must have the approval of the Human Resources Director and City Manager.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

A public hearing for the application to rezone the property at 19300 E. 37th Terrace from C-2, General Commercial, to R-30/PUD, High Density Residential/Planned Unit Development and approval of a Preliminary Development Plan. ***New Information Only.***

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

Department / Contact	Community Development /
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REVIEWERS

Tom Scannell
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. 6-24-25 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 24, 2025, and by the Independence City Council at 6 p.m., Monday, August 4, 2025, in the Independence City Hall City Council Chambers (lower level, north entrance) 111 E. Maple Avenue, in Independence, Missouri on the following matter:

Case 25-125-02 – Rezoning/PUD – 19300 E. 37th Terrace – A request by Clint Burkdoll 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.

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

Witness my hand this 4th day of June, 2025.

Tom Scannell, Community Development Director

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

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-061 **2R** An ordinance approving a rezoning from District C-2 (General Commercial) to District R-30/PUD (High Density Residential/Planned Unit Development) and approving a Preliminary Development Plan for the property located at 19300 East 37th Terrace South. **2R Item passes 6-0 Ord. No. 19705**

Recommendations:

Commissioner Nesbitt made a motion to recommend **APPROVAL** of this rezoning request, for property located at 19300 E 37th 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 37th 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 37th Terrace S. is big-box retail. Then, to the southwest across the intersection of 37th 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 37th Terrace and Jackson Drive. The 37th 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. 37th 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 37th 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:

Department / Contact	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 37TH 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 37th 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 37TH 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 37th 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

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. 37th 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.

APPLICANT/OWNER: Clint Burkdoll

PROPERTY ADDRESS: 19300 E. 37th 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.
 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.

PROJECT DESCRIPTION & BACKGROUND INFORMATION

PROJECT DESCRIPTION: – A request by Clint Burkdoll to construction 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)
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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 37th 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 37th Terrace S. is big-box retail. Then, to the southwest across the intersection of 37th 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 37th Terrace and Jackson Drive. The 37th 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. 37th 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 37th 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

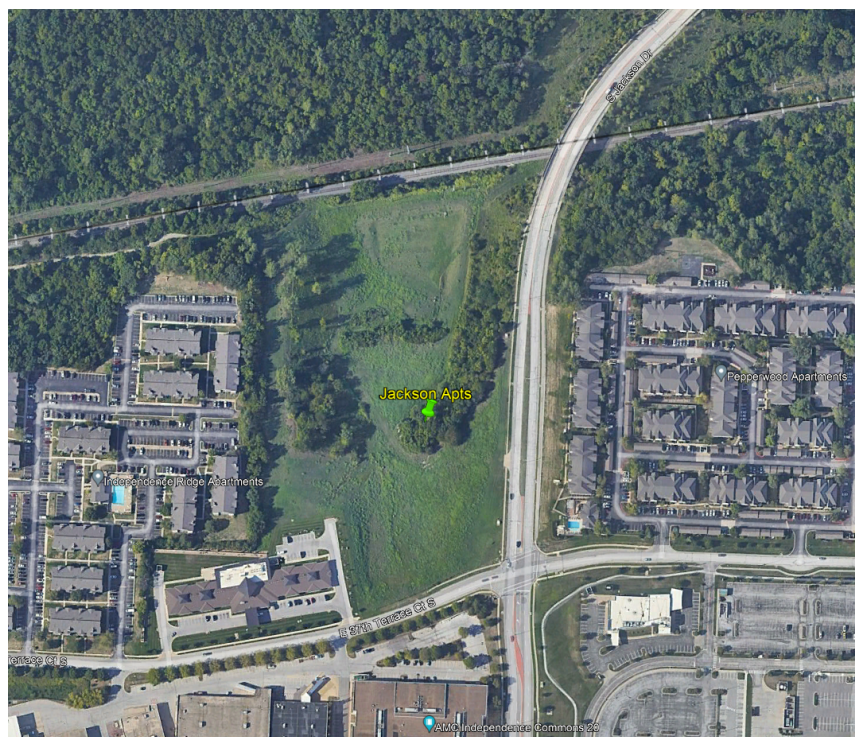


April 18, 2025

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 37th 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 37th 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
☐ Rezoning ☒ PUD Rezoning	☒ Preliminary Plat ☐ Final Plat ☐ Minor Subdivision	☐ Final Site Plan ☒ Preliminary Dev Plan ☐ Final Dev Plan (PUD)	☐ Special Use ☐ Homebased Business	☐ Admin. Adjustment ☐ Variance ☐ Street Name Change ☐ Special Sign Permit

Project Information and Location

Infinity 360 Apartments

Project Name

19300 E 37th Terrace, Independence, MO 64057

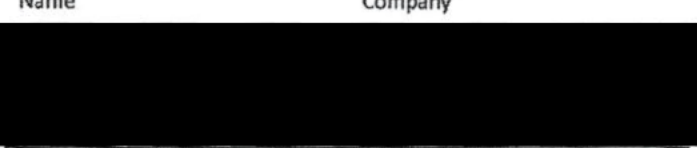
Project Address/Location

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)

☒ Completed & Signed Application Form ☐ Application Fee ☒ Cover Letter Describing Details of Project	☒ One 24" x 36" set of plans for Land Sub. & Site Dev. ☒ One PDF copy of a plat map or site plan ☒ Legal Description of the property in question
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Contact Information

Applicant		Owner	
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. 37th 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.



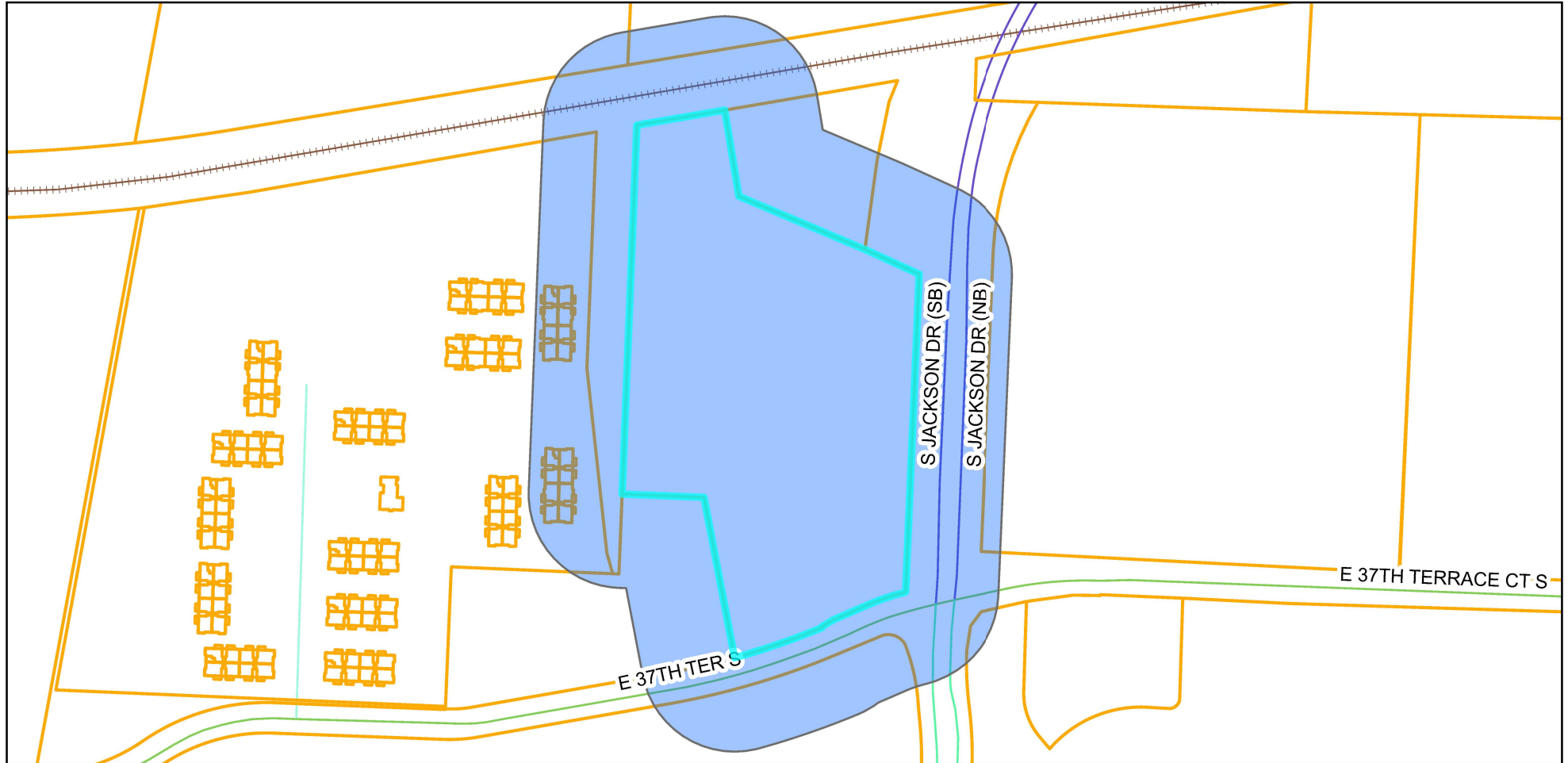
William B. Moore
Applicant /Agent / Attorney

For more information, contact the Community Development Department at 816-325.7421.

Notification Area

19300 E 37th Ter S

Case #25-125-02

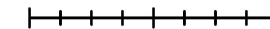


Legend

-  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 6th day of June, 2025.

William B. Moore

William B. Moore, Agent

Subscribed and sworn to before me this 6th day of June, 2025.

[Signature]

Notary Public

7/31/28

Commission Expiration Date

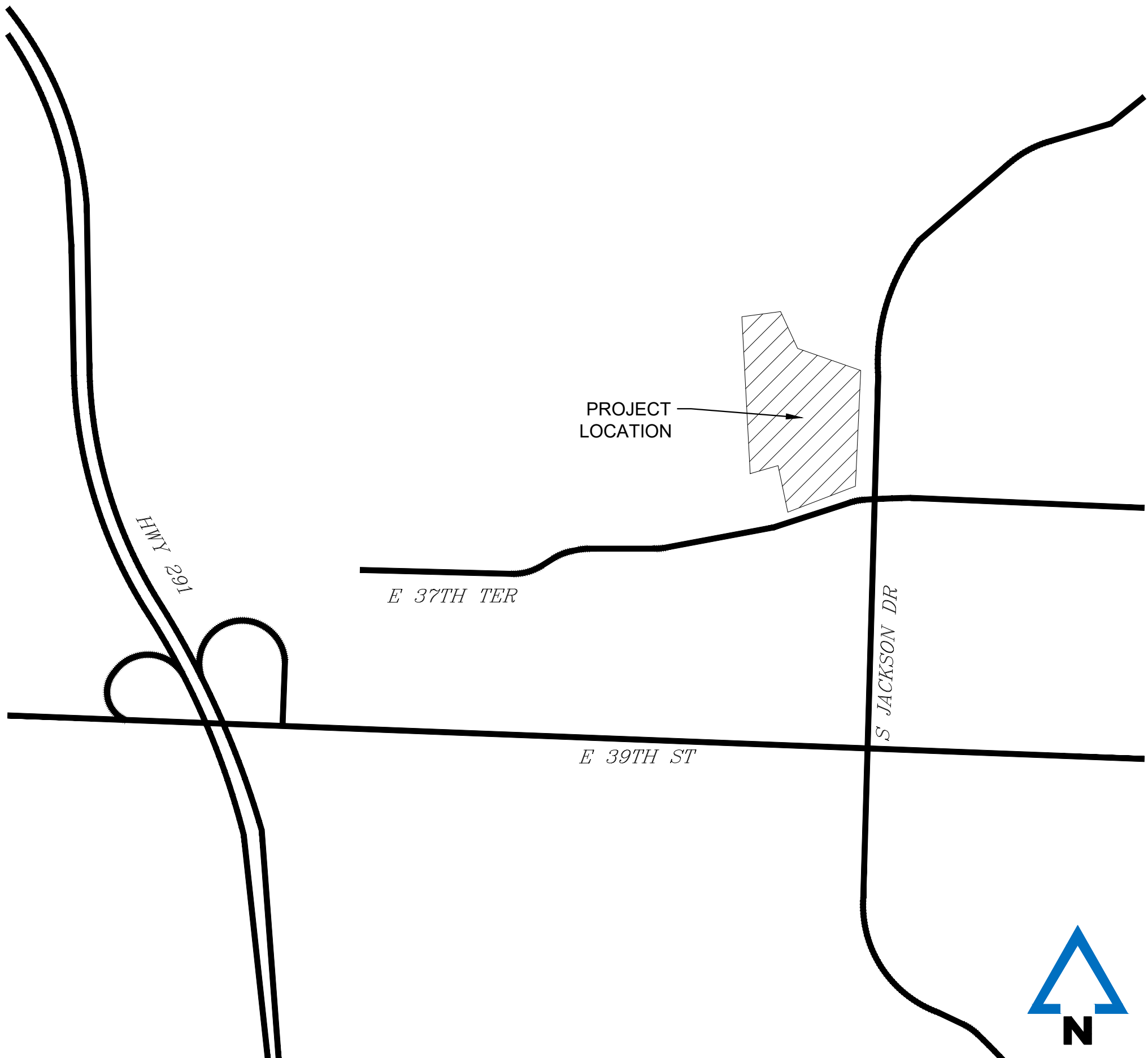
RACHELLE M. BIONDO
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES JULY 31, 2028
JACKSON COUNTY
COMMISSION #12499262

Property Owner	Owner Address	City	State	ZIP Code
DT INDEPENDENCE COMMONS LLC	3300 ENTERPRISE PKWY	BEACHWOOD	OH	44122
INDEPENDENCE RIDGE APTS LLC	4706 18TH AVENUE	BROOKLYN	NY	11204
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

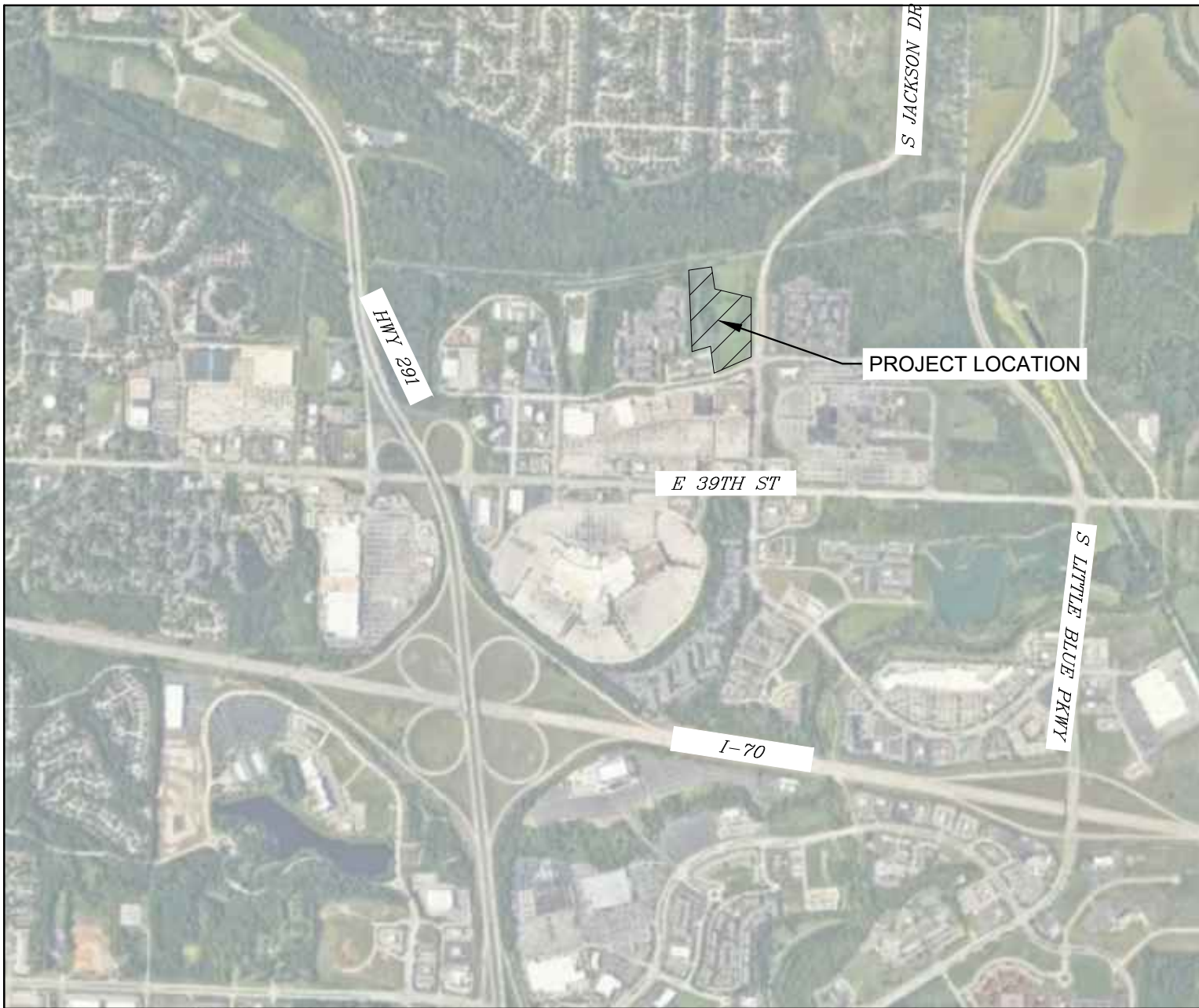
INFINITY 360 APARTMENTS
PRELIMINARY DEVELOPMENT PLANS

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.

DEVELOPER: JC WESTON CONSTRUCTION, LLC CONTACT NAME: CLINT BURKDOLL ADDRESS: PO BOX 66 GARDNER, KS 66030 PHONE: 913.285.2900 EMAIL: METROKC1@GMAIL.COM	
ARCHITECT: ROSEMANN & ASSOCIATES, P.C. CONTACT NAME: MICHAEL GAILLARD ADDRESS: 1526 GRAND BOULEVARD KANSAS CITY, MO 64108-1404 PHONE: 816.472.1448 EMAIL: MGAILLARD@ROSEMANN.COM	
PLANNER & CIVIL ENGINEER MCCLURE ENGINEERING CONTACT NAME: ADAM DEGONIA ADDRESS: 1700 SWIFT ST STE 100 NORTH KANSAS CITY, MO 64116 PHONE: 816.502.3915 EMAIL: ADEGONIA@MCCLUREVISION.COM	
SURVEYOR MCCLURE ENGINEERING CONTACT NAME: STEVE WHITAKER ADDRESS: 1700 SWIFT ST STE 100 NORTH KANSAS CITY, MO 64116 PHONE: 816.756.0444 EXT. 2850 EMAIL: SWHITAKER@MCCLUREVISION.COM	

INFINITY 360 APARTMENTS
19300 E 37TH TERRACE
INDEPENDENCE, MO 64057



1700 Swift Ave., Suite 100
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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



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'

FLOODPLAIN:
PER THE "FLOOD INSURANCE RATE MAP", COMMUNITY PANEL NO.
28095C031G, HAVING AN EFFECTIVE JANUARY 20, 2017 AS
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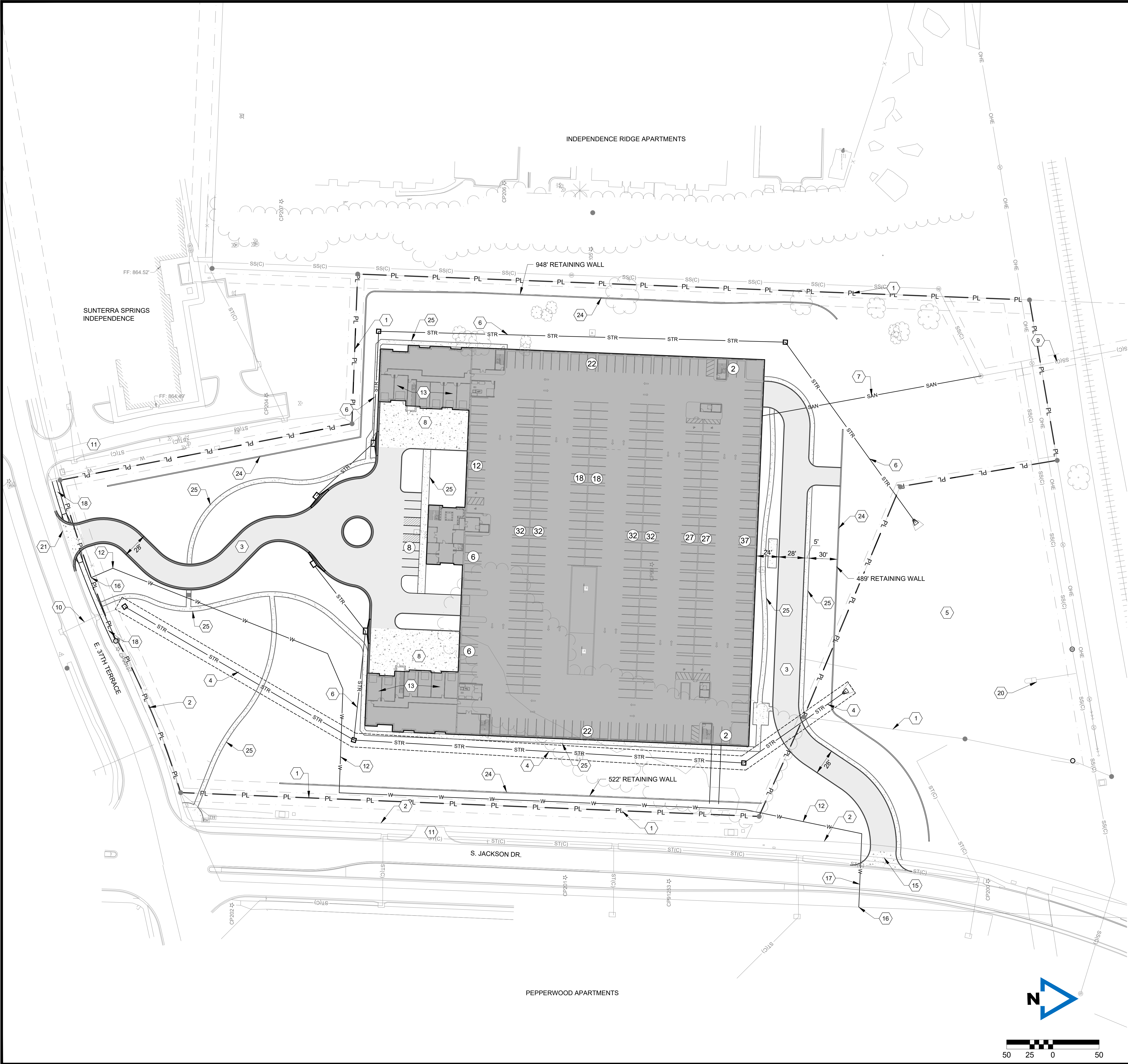
REVISIONS
2025.06.04 CITY COMMENTS

PROJECT INFO		
2023001513-010		
ENGINEER AVD	DRAWN BY SMH	CHECKED BY AVD

INFINITY 360 APARTMENTS
19300 E 37TH TERRACE
INDEPENDENCE, MO 64057

EXISTING CONDITIONS
P:\2023001513-010\04-DRAWINGS\05-EXISTING CONDITIONS\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
- 6 PROPOSED PRIVATE STORM SEWER
- 7 PROPOSED PRIVATE SANITARY SEWER
- 8 PROPOSED CONCRETE PAVEMENT (GARAGE DRIVE ENTRY)
- 9 EXISTING 12" PUBLIC SANITARY SEWER
- 10 EXISTING 15" PUBLIC STORM SEWER
- 11 EXISTING DRIVEWAY
- 12 PROPOSED WATER MAIN
- 13 GARAGE PARKING
- 14 PROPOSED DUMPSTER ENCLOSURE
- 15 PROPOSED DRIVEWAY
- 16 PROPOSED CONNECTION TO EXISTING PUBLIC WATER
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- 18 PROPOSED SIDEWALK EXTENSION
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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 |
| # | PARKING STALL COUNT |
| 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 |
| - - - 924 - - - | EXISTING 2' CONTOUR |
| - - - 925 - - - | 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%)

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'

SITE DEVELOPMENT DATA

PROPOSED BUILDING = 1 BUILDING (360 UNITS EACH)

OFF-STREET PARKING = 8 SPACES
TUCK UNDER PARKING = 12 SPACES
DRIVEWAY PARKING = 12 SPACES
GARAGE PARKING = 653 SPACES
TOTAL PARKING PROVIDED = 685 SPACES

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."

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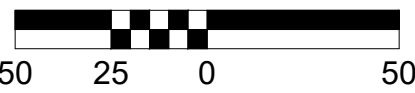
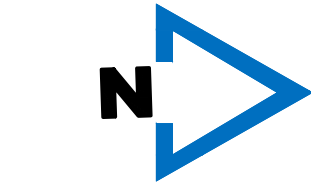
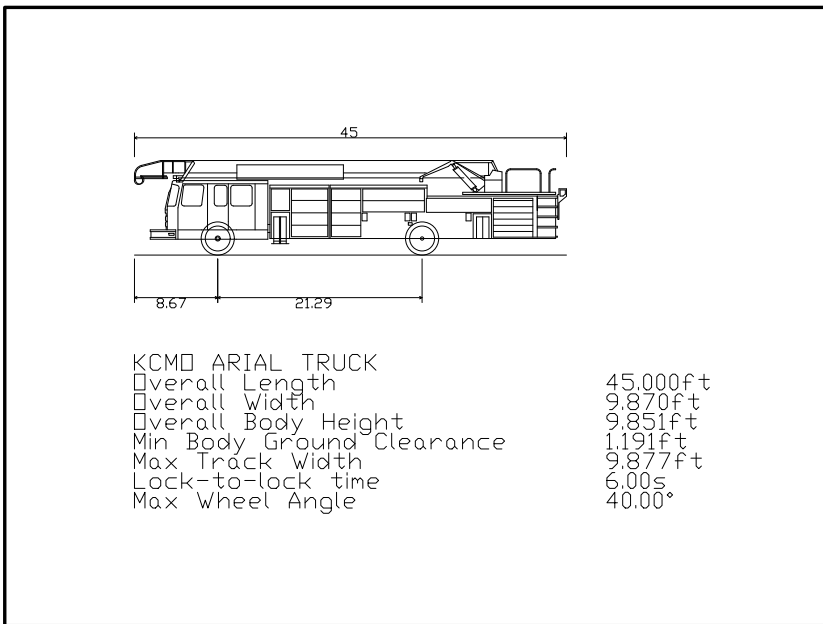
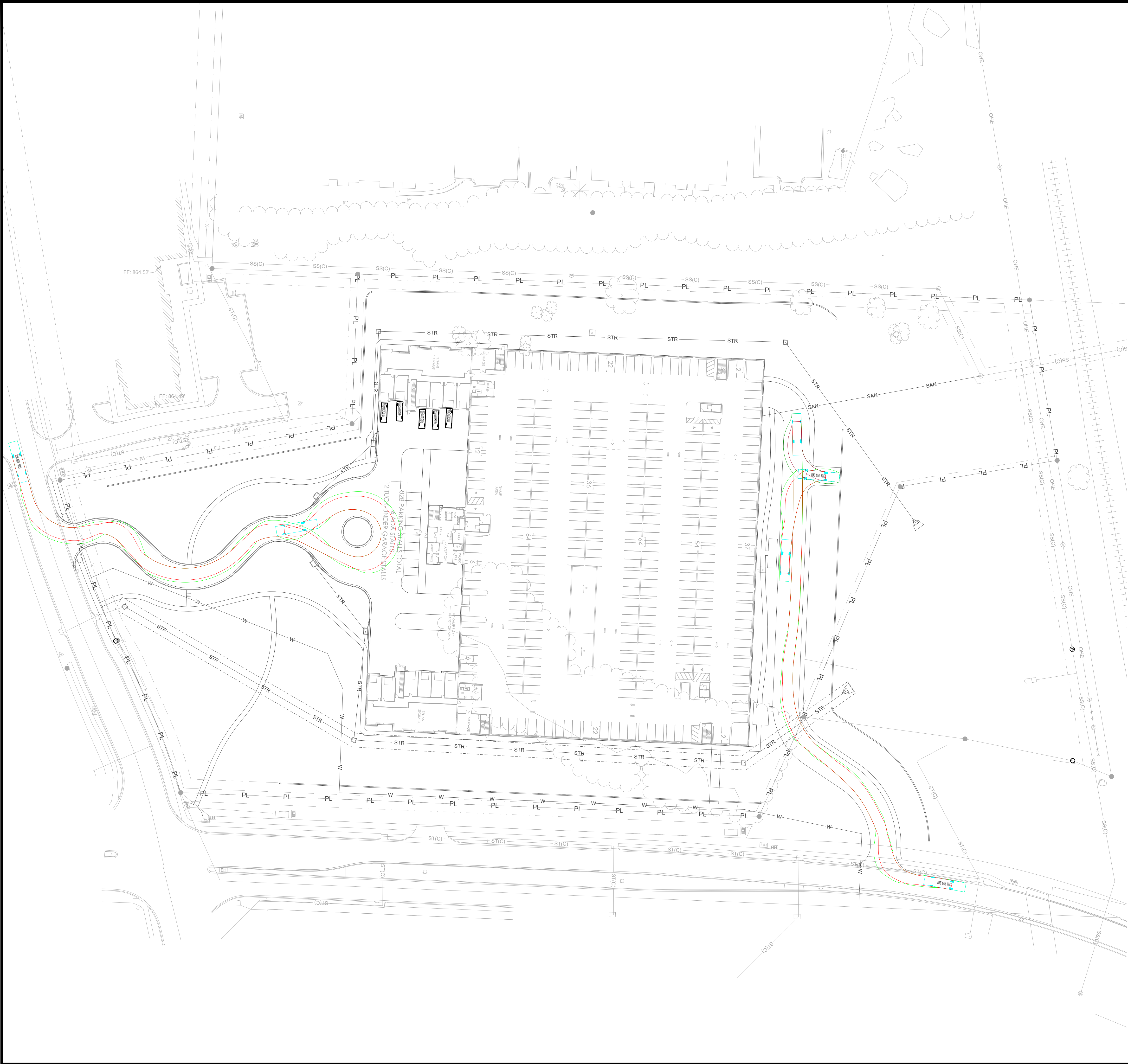
REVISIONS
2025.06.04 CITY COMMENTS

PROJECT INFO
2023001513-010
ENGINEER AVD
DRAWN BY SMH
CHECKED BY AVD

INFINITY 360 APARTMENTS
19300 E 37TH TERRACE
INDEPENDENCE, MO 64057

DRAWING NO.
C101

SITE PLAN
P:\2023001513-01\004-DRAWINGS\CIVIL\TEMP\PRELIMINARY DEVELOPMENT PLAN SHEETS\2023001513 SITE.DWG





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REVISIONS

2025.06.04 CITY COMMENTS

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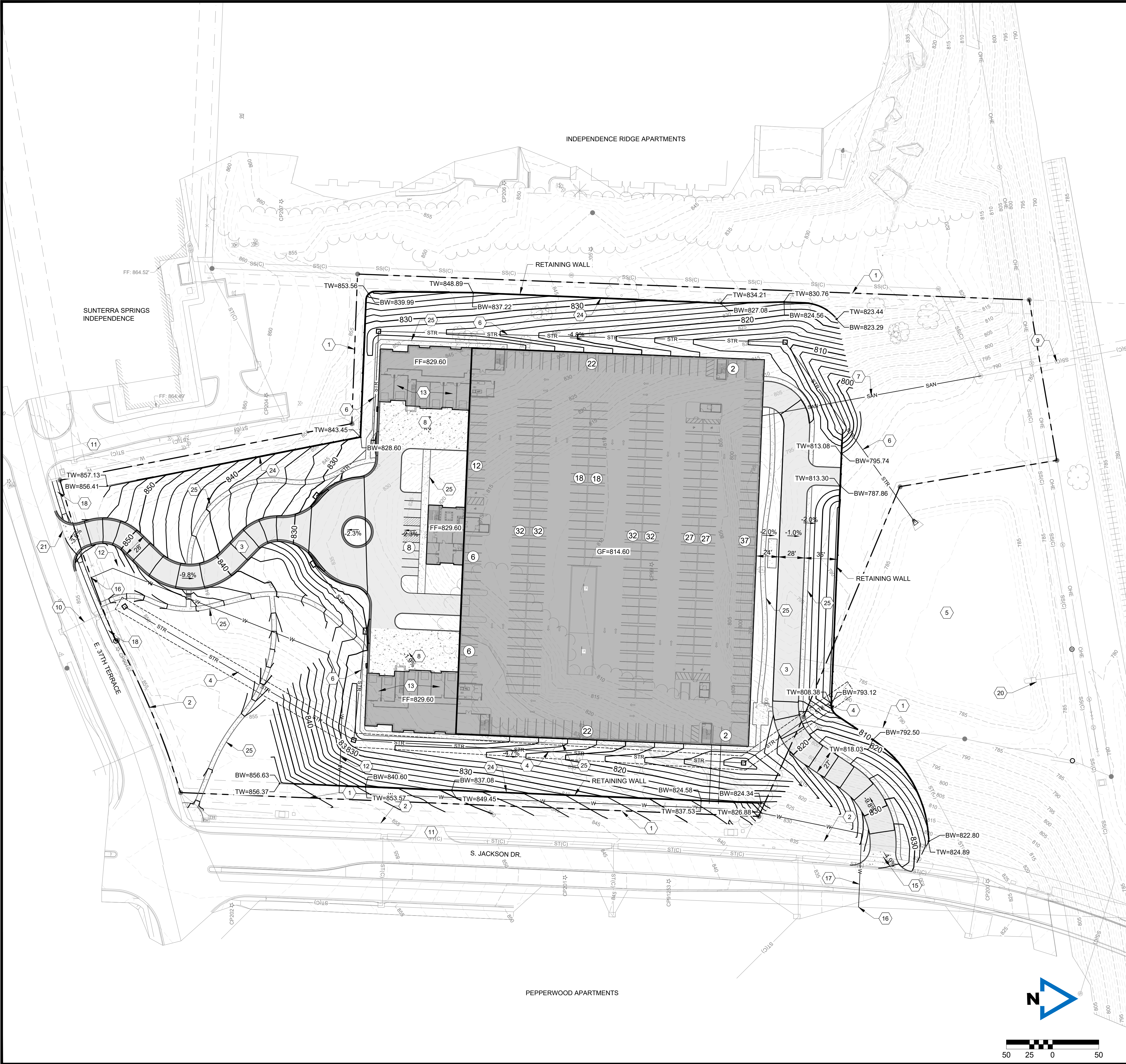
2023001513-010

ENGINEER: AVD DRAWN BY: SMH CHECKED BY: AVD

INFINITY 360 APARTMENTS
19300 E 37TH TERRACE
INDEPENDENCE, MO 64057

SITE PLAN WITH VEHICLE PATHS
P:\2023001513-010\04-DRAWINGS\CIVIL\TENTL\PRELIMINARY DEVELOPMENT PLAN SHEETS\2023001513-010 VTRK.DWG

DRAWING NO.
C102



- KEY NOTES**
- 1 PROPERTY LINE (TYP.)
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- LEGEND**
- PROPOSED CONCRETE PAVEMENT
 - PROPOSED ASPHALT PAVEMENT
 - PROPOSED BUILDINGS
 - PROPOSED CARPORT PARKING
 - # PARKING STALL COUNT
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 - 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
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 - NEW JUNCTION BOX
 - NEW WATER TEE
 - NEW WATER THRUST BLOCK
 - NEW WATER VALVE
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 - EXISTING 2' CONTOUR
 - EXISTING 10' CONTOUR

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REVISIONS
2025.06.04 CITY COMMENTS

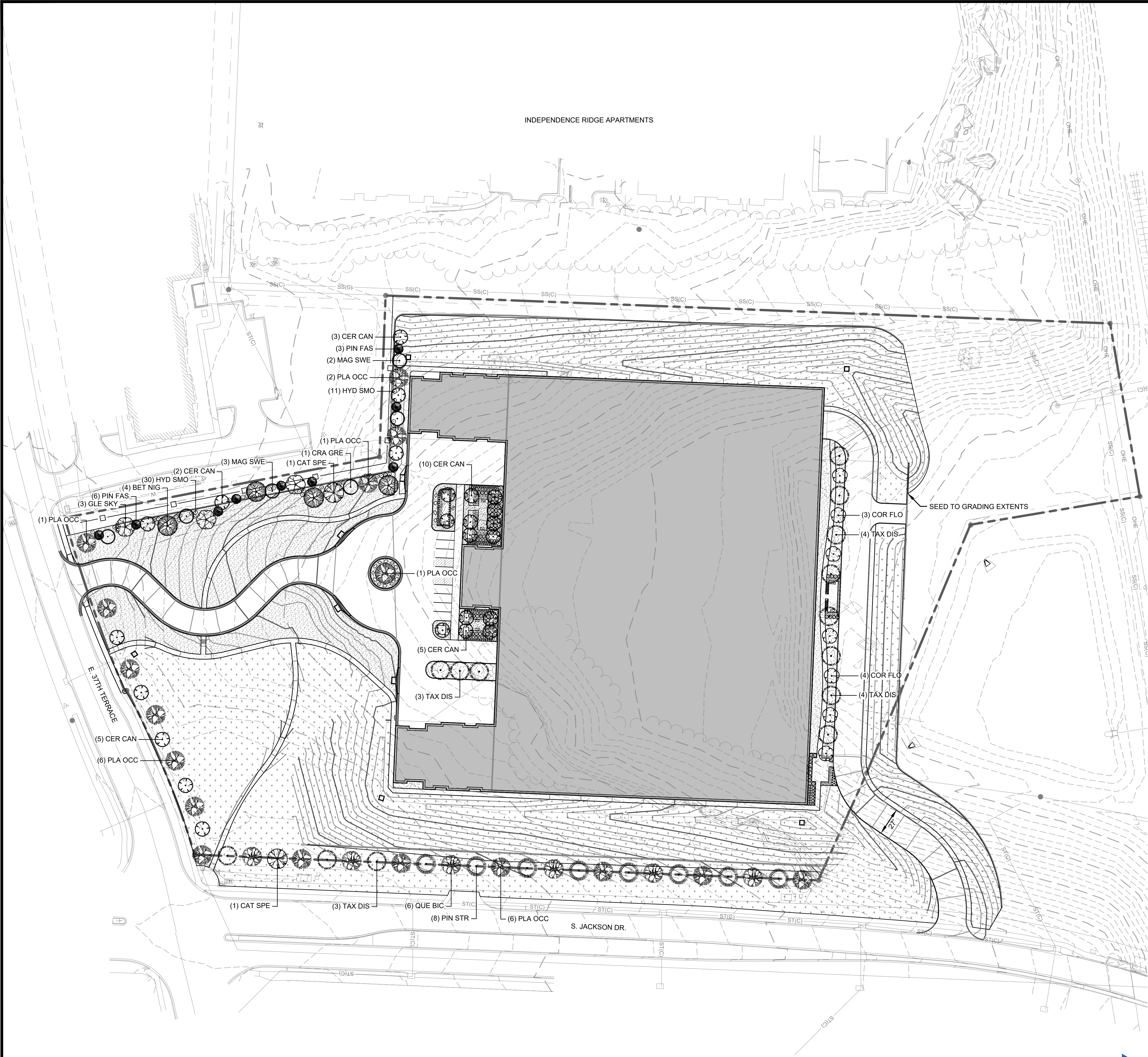
PROJECT INFO
2023001513-010

ENGINEER AVD
DRAWN BY SMH
CHECKED BY AVD

INFINITY 360 APARTMENTS
19300 E 37TH TERRACE
INDEPENDENCE, MO 64057

DRAWING NO.
C201

SITE PLAN WITH GRADING
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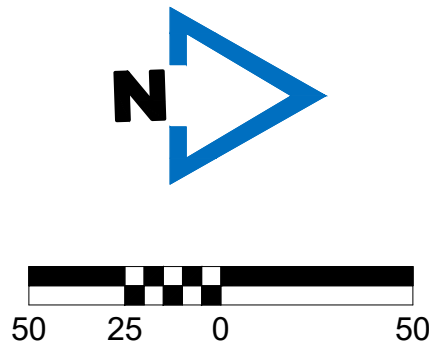


LANDSCAPE REQUIREMENTS: PER CHAPTER 14 ARTICLE 5 SECTION 14-503 OF THE INDEPENDENCE, MO UDO		
STREET TREES (14.503.02.C)	REQUIREMENT	PROVIDED
S JACKSON DRIVE	1 TREE PER 50 FEET OF FRONTAGE (626 LF FRONTAGE)	12.5 TREES REQUIRED - 25 TREES PROVIDED
E 37TH DRIVE	1 TREE PER 50 FEET OF FRONTAGE (360 LF FRONTAGE)	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 SPACE
		PROVIDED PER PLAN
BUFFER YARDS (14.503.07)	REQUIREMENT	PROVIDED
SOUTHWEST PROPERTY LINE	HIGH IMPACT SCREENING (ADJACENT PROP C-2) 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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Lenexa, KS
Portsmouth, NH

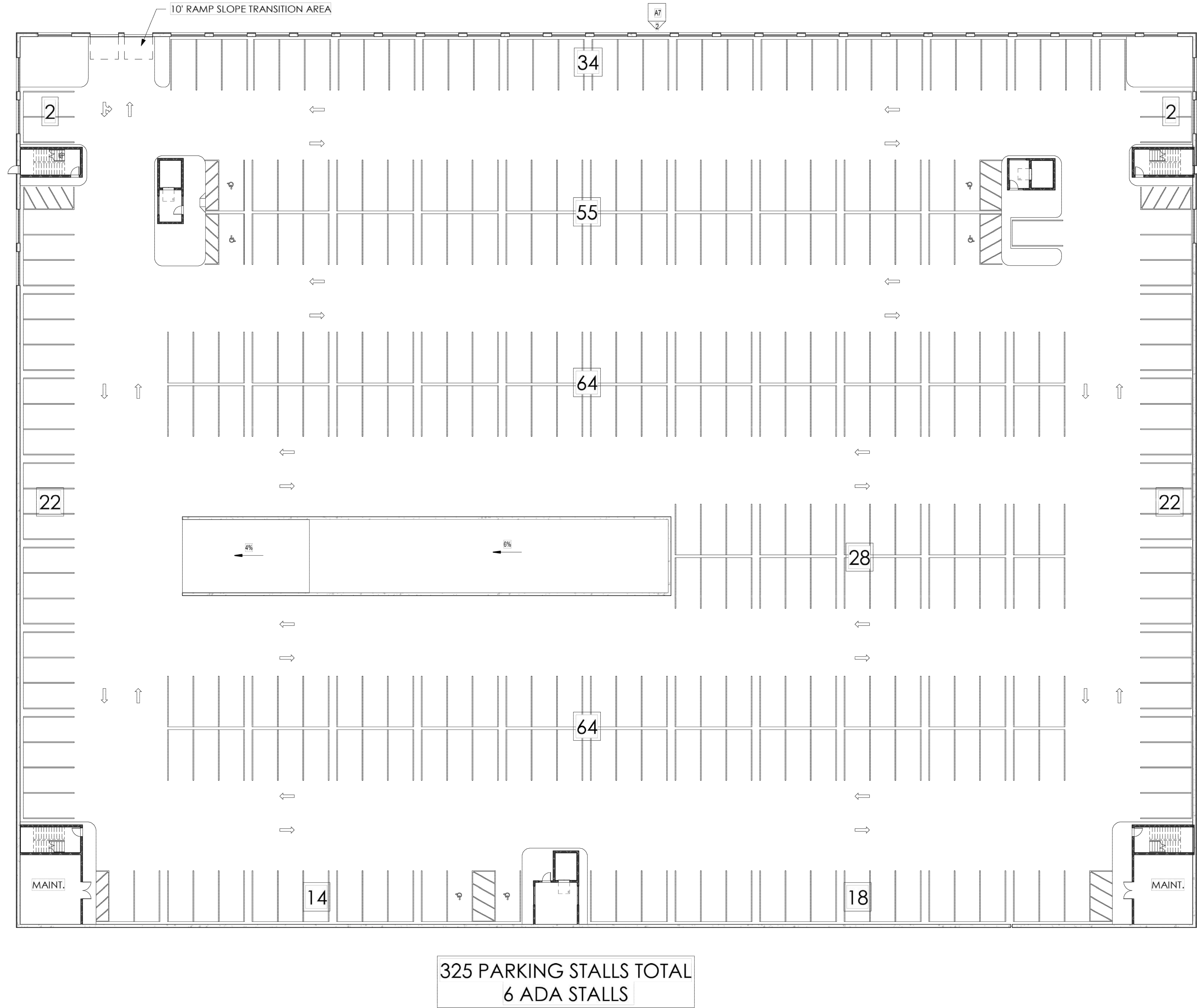
NOTICE:
McClure Engineering Co. is not responsible or liable for any issues, claims, damages, or losses (collectively, "Losses") which arise from failure to follow these Plans, Specifications, and the engineering intent they convey, or for Losses which arise from failure to obtain and/or follow the engineers' 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 AVD	DRAWN BY SMH
CHECKED BY AVD	

INFINITY 360 APARTMENTS
19300 E 37TH TERRACE
INDEPENDENCE, MO 64057

LANDSCAPE PLAN
19300 E 37TH TERRACE
INDEPENDENCE, MO 64057

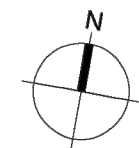
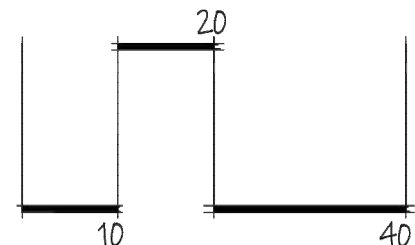


PROJECT DATA:

PARKING COUNT: (1 PER STUDIO, 1.5 PER 1 & 2 BEDS)	
RESIDENT PARKING	517
VISITOR PARKING	144
REQUIRED PARKING	661
2% ADA PARKING	14
LEVEL 1 GARAGE	325
LEVEL 2 GARAGE	328
PRIVATE GARAGE	12
TOTAL PROVIDED	665
(4 EXTRA SPACES)	
SITE PARKING TBD	
SITE PARKING TO HAVE 2 ADA SPACES	

A6

1 FIRST FLOOR PLAN
1" = 20'-0"



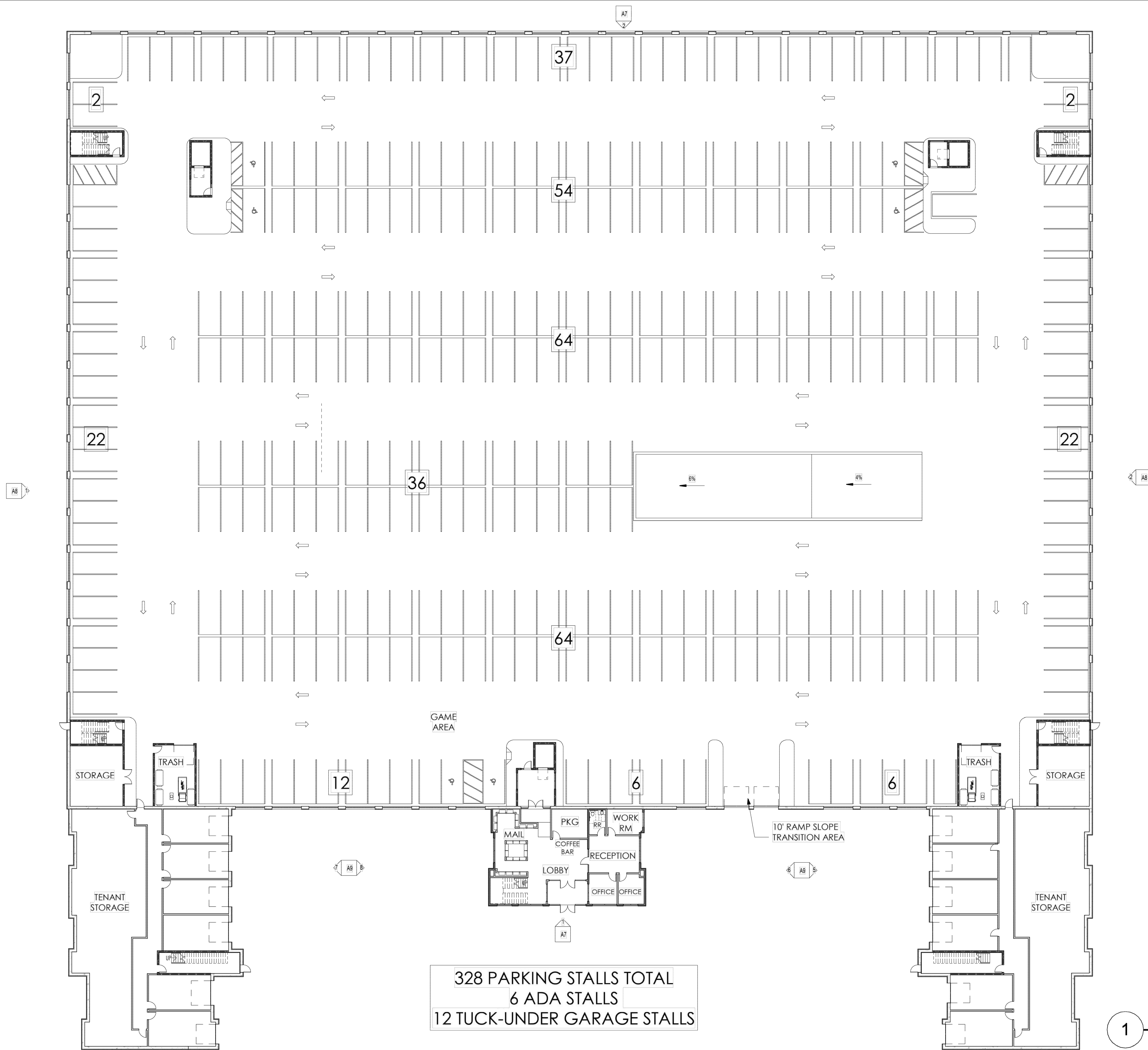
FLOOR PLANS

INFINITY APARTMENTS

INDEPENDENCE, MO

A1

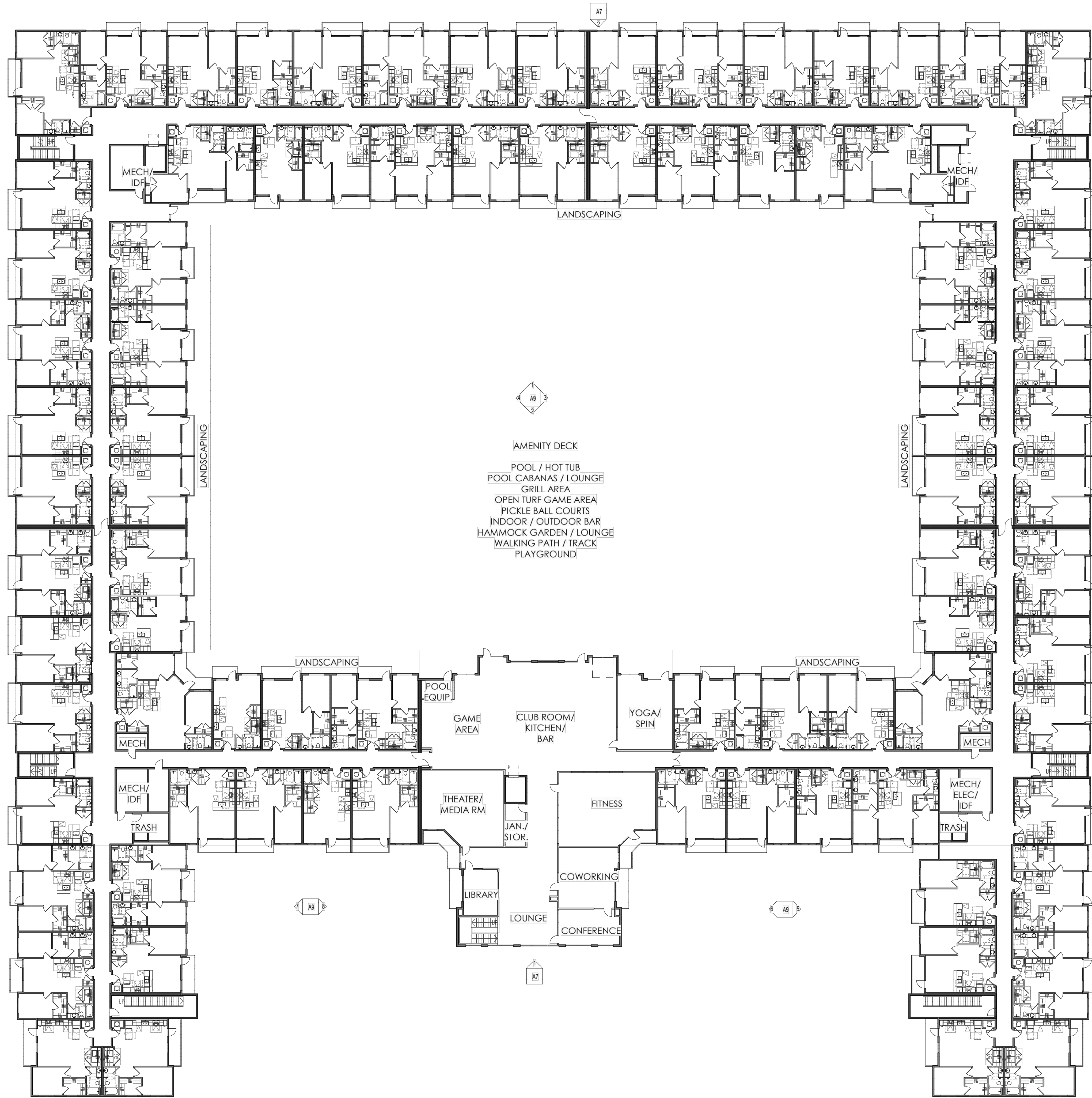
rosemann
& ASSOCIATES P.C.



INFINITY APARTMENTS

INDEPENDENCE, MO

A2



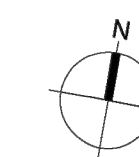
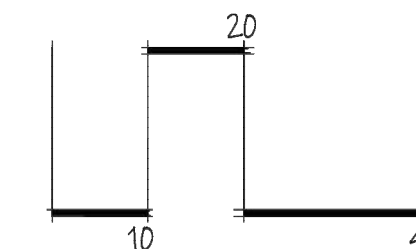
PROJECT DATA:

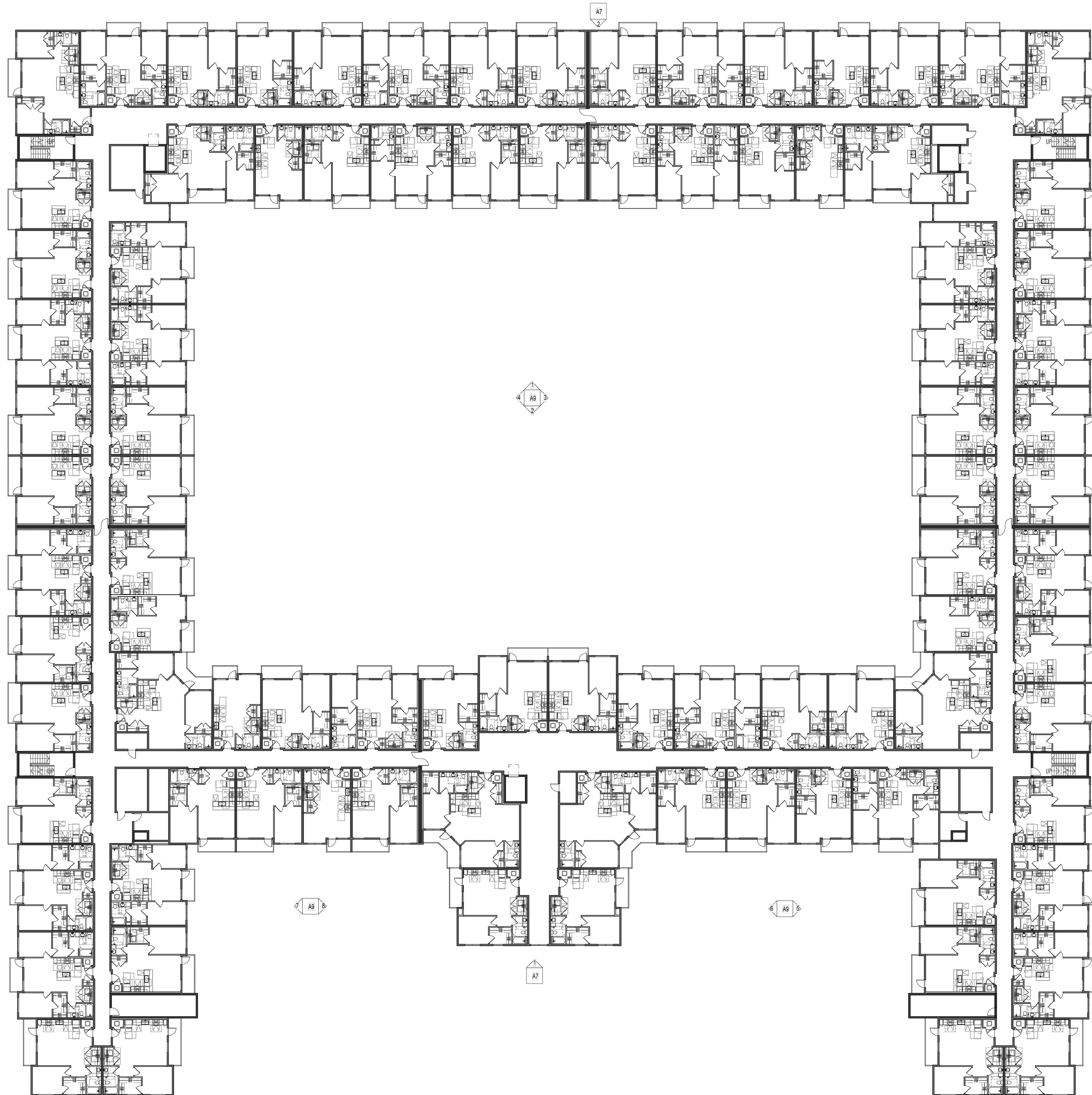
UNIT COUNT:

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2 BD/2 BA	118

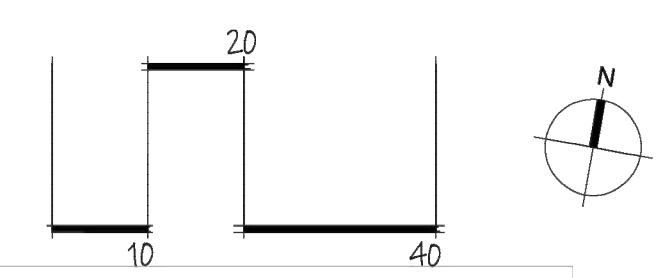
TOTAL	360
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1 THIRD FLOOR PLAN
1" = 20'-0"





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"



2 EAST ELEVATION
1/16" = 1'-0"



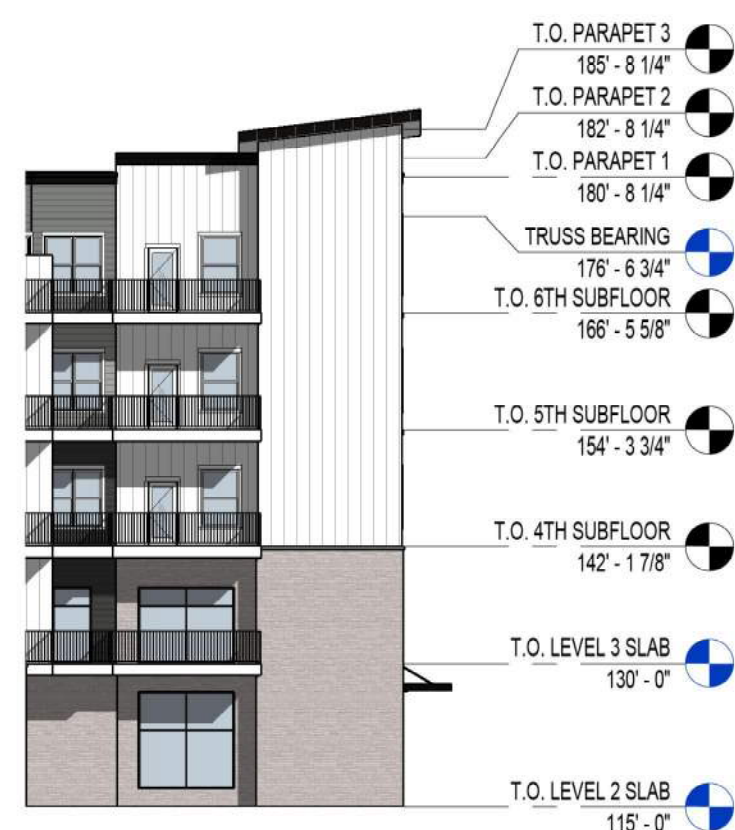
1 WEST ELEVATION
1/16" = 1'-0"

ELEVATIONS

INFINITY APARTMENTS

INDEPENDENCE, MO

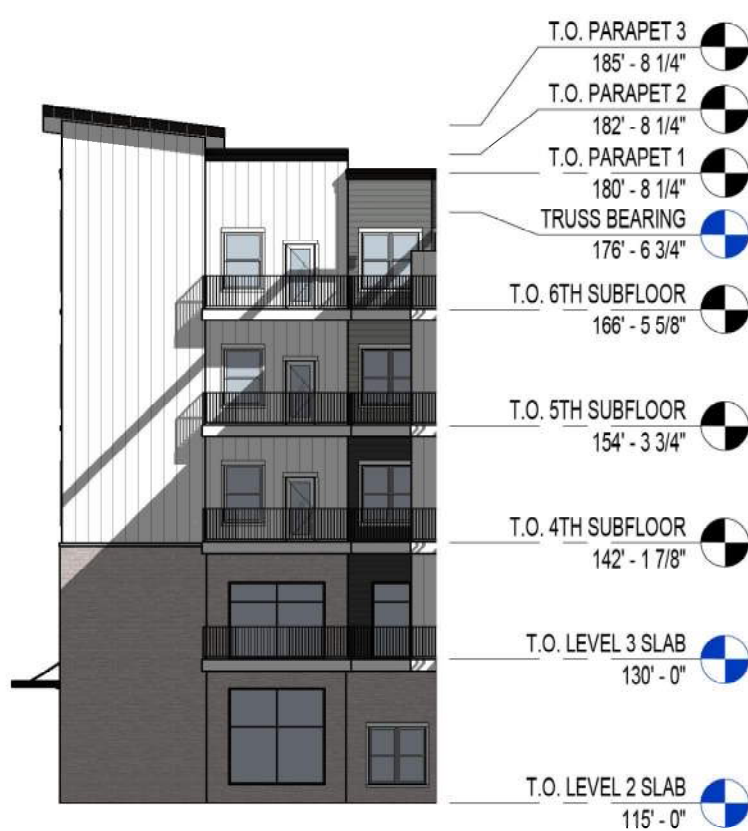
A8



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 37th 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 37th 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 37th 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 (acres)	Grassland (Good, C) CN = 74	Grassland (Good, D) CN = 80	Woods- Grass Combination (Good, C) CN = 72	Woods- Grass Combination (Good, D) CN = 79	Impervious CN = 98	Weighted 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 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 (acres)	Impervious CN = 98	Open Space (Good, D) CN = 80	Grassland (Good, C) CN = 74	Grassland (Good, D) CN = 80	Woods- Grass Combination (Good, C) CN = 72	Woods- Grass Combination (Good, D) CN = 79	Weighted 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 PEAK FLOWS	PROPOSED PEAK FLOWS
Design Storm	(cfs)	(cfs)
10 Year	21.65	23.24
100 Year	30.68	31.46

	EXISTING VOLUME	PROPOSED 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

37th 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 & 37th 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 & 37th Terrace
- 37th Terrace & Sunterra Springs Drive
- 37th 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 th 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 & 37th 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 37th Terrace & Arrowhead Avenue is currently operating under two-way stop control on the minor-road approaches. Arrowhead Lane is four lanes south of 37th Terrace and two lanes north of 37th 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 37th Terrace approximately 200' west of Jackson Drive, then stops and resumes at the Sunterra Springs property.

RideKC has an existing bus route along 37th 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 37th 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 th Terrace
Drive 2	37 th 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 (37th 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'



37th 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 11th 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 (VPH)			PM Peak Hour (VPH)		
Land Use	Qty	Unit	ADT (VPD)	TOTAL	IN	OUT	TOTAL	IN	OUT
221 – Multifamily Housing (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 37th Terrace 20%
- To the west via 37th 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 7th 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 Average Control Delay (sec/veh)	Unsignalized Intersection Average Control Delay (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 95th 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

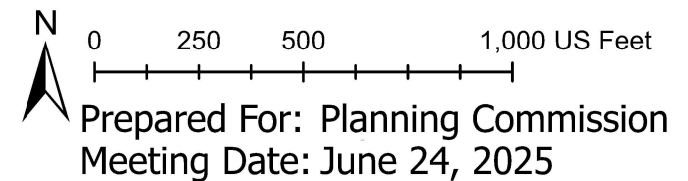
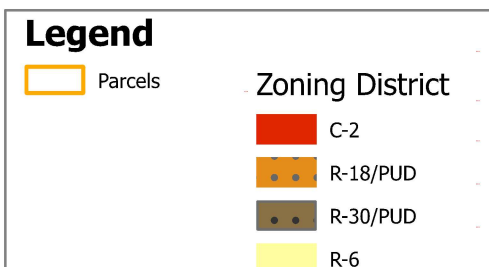
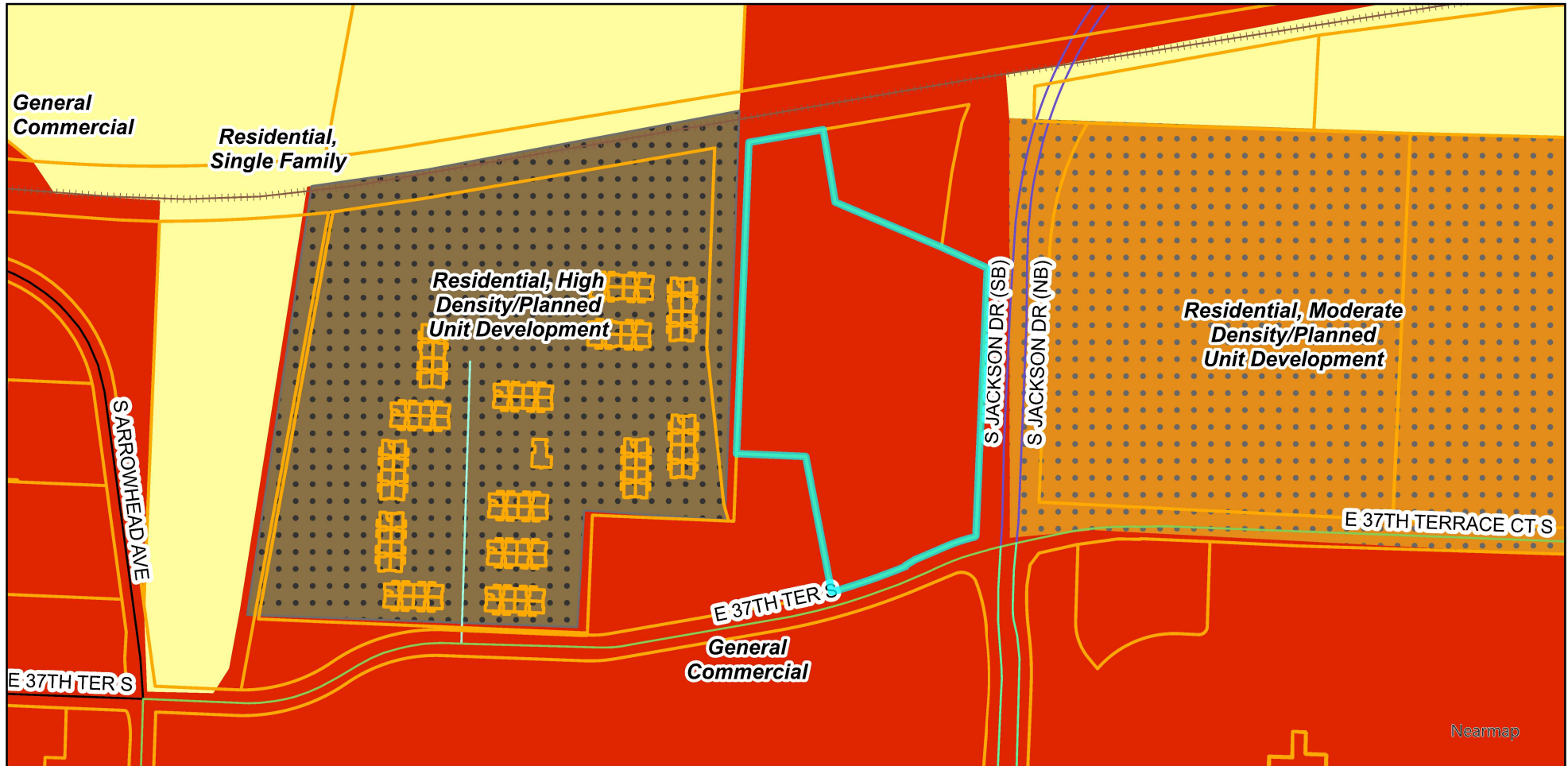
A handwritten signature in blue ink that reads "Janelle M. Clayton". The signature is written in a cursive, flowing style.

Janelle M. Clayton, P.E., PTOE
Manager / Co-Owner

Zoning Map

19300 E 37th Terr S

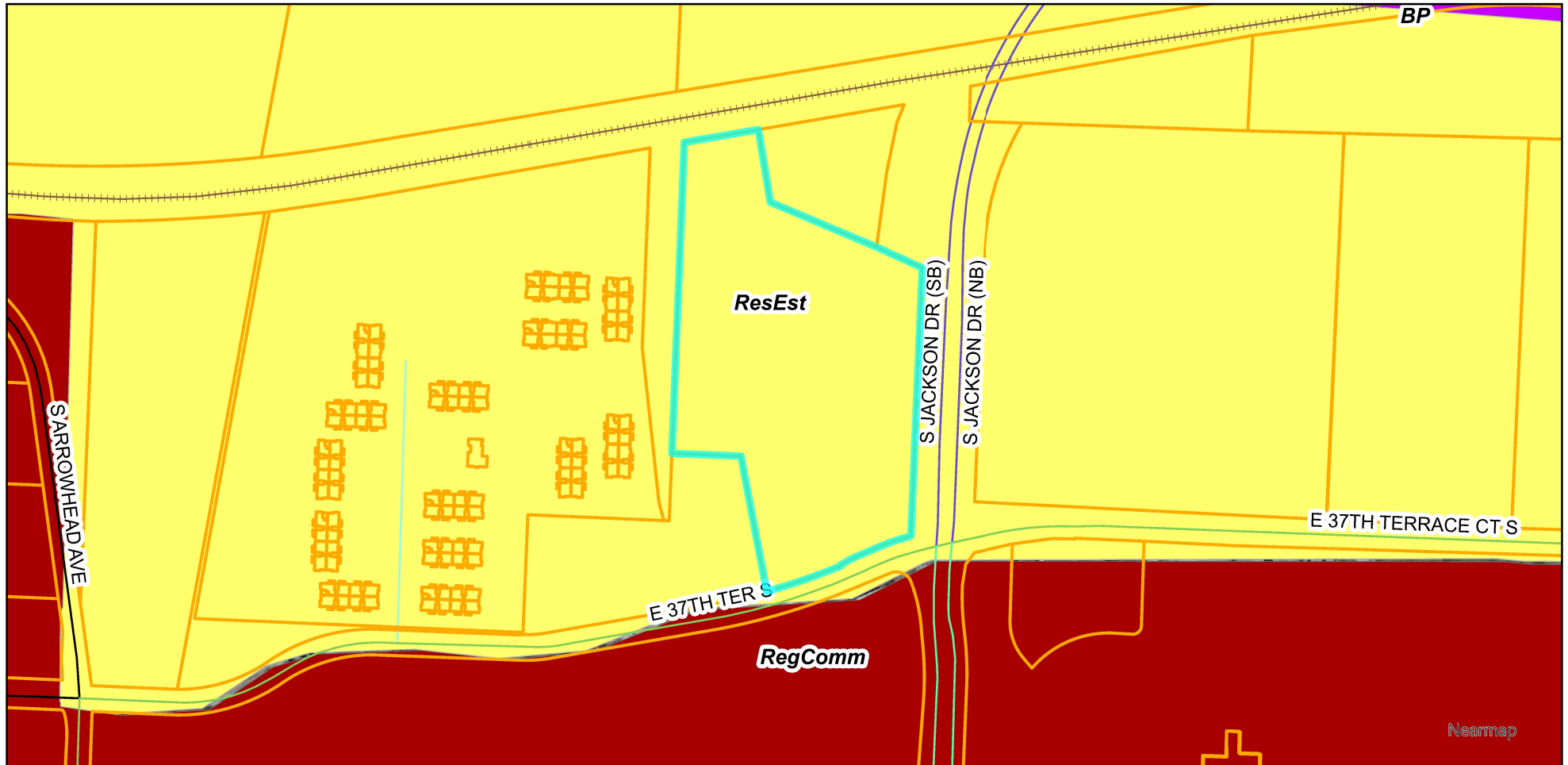
Case #25-125-02



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. 37th 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

Agenda Title:

25-062 **2R** 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. **2R Item passes 6-0 Ord. No. 19706**

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:

Department / Contact	Municipal Services /
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REVIEWERS

Richard Kemple

Melissa Cabrera
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. MS.Vacation and Dedication Ordinance - 2020 Quail Drive (1)
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.

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

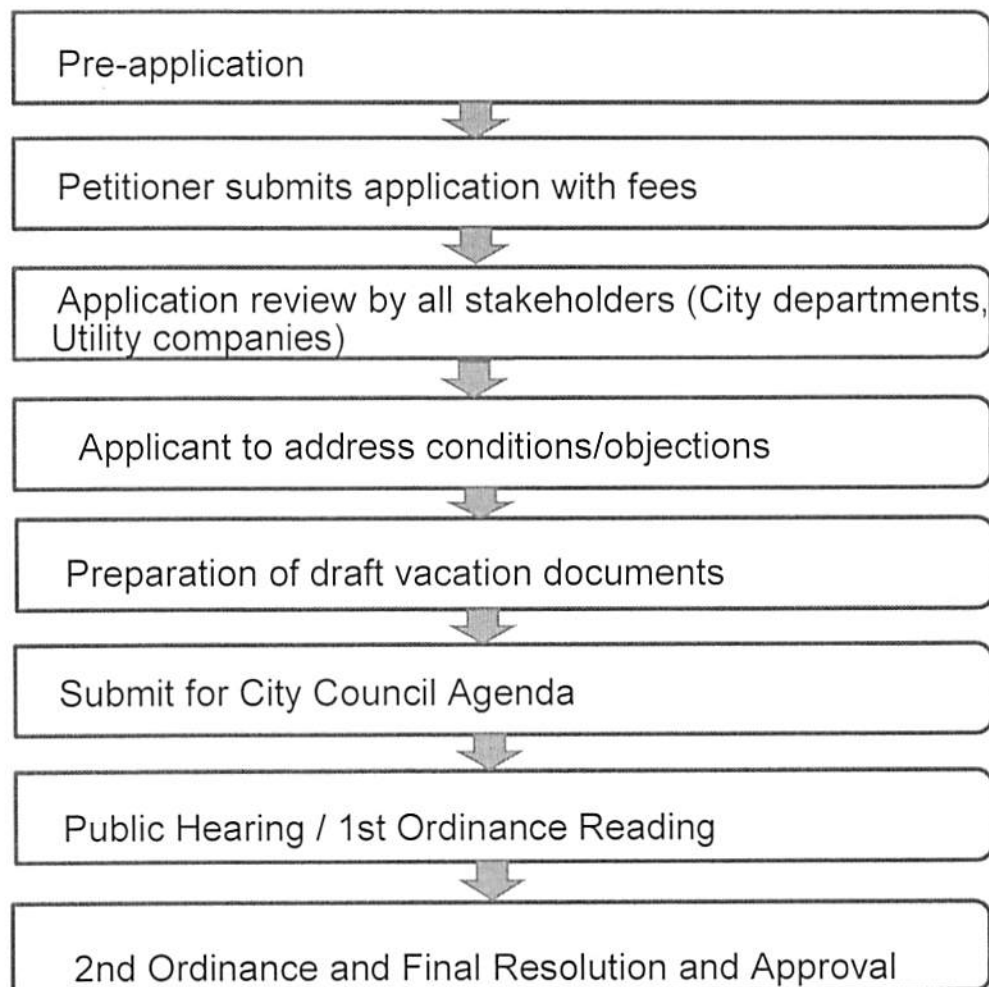
Director of Finance and Administration
City of Independence, Missouri



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

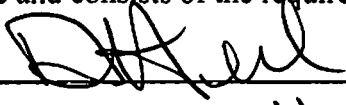
3. REQUIRED ATTACHMENTS

- ☒ 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

☐ Approved ☐ Not Approved

Vacation Approved by _____ Date _____

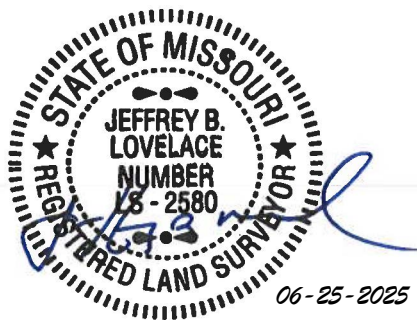
Notes:

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.





06-25-2025

Lot 1
Replat of Lot 1
of ISD East Elementary Center

Existing
S. Quail Drive
60' Right-of-Way

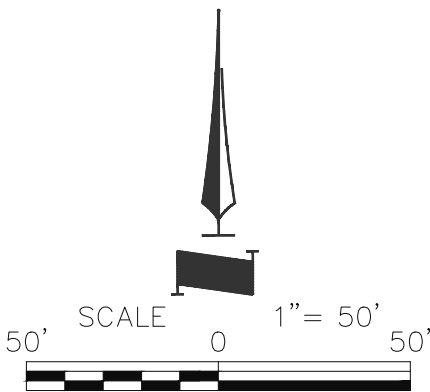
Tract A,
Replat of Lot 1
of ISD East
Elementary Center

$R=430.00'$
 $L=97.68'$
 $\Delta=13^{\circ}00'55''$
 $ITB=S10^{\circ}06'25''E$

$R=330.00'$
 $L=272.59'$
 $\Delta=47^{\circ}19'43''$
 $ITB=N37^{\circ}13'18''E$

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'
 $S02^{\circ}54'30''W$

VACATION OF
ROAD RIGHT-OF-WAY
AREA = 13,706 S.F.

$N02^{\circ}54'30''E$ 162.94'

60.00'
 $N87^{\circ}46'10''W$

P.O.B.
SE Corner,
Replat of Lot 1 of ISD
East Elementary Center

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

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

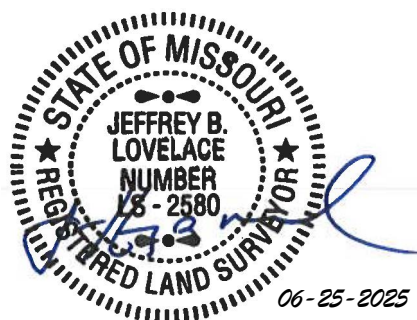
DESCRIPTION

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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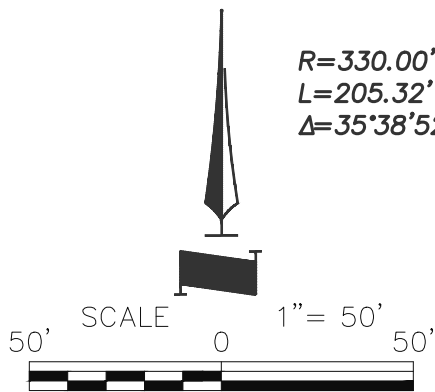
Lot 1
Replat of Lot 1
of ISD East Elementary Center

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"

60.00'
N87°46'10"W

P.O.B.
N87°46'10"W
115.01'

(Future)
Lot 1,
Little Blue Estates
1st plat

R=270.00'
L=167.93'
Δ=35°38'07"

N79°53'35"E
60.00'

Existing
60' Right-of-Way
S. Quail Drive

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

E. Line, Replat of Lot 1 of ISD East Elementary Center

S. Quail Drive
Existing 60' Right-of-Way
(To be Vacated)

P.O.C.
SE Corner,
Replat of Lot 1 of ISD
East Elementary Center

SHT 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 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

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-063 **2R** 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. **2R Item passes 6-0 Ord. No. 19707**

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:

Department / Contact	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*”).¹⁴

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.

¹⁴ 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:¹⁵

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.

¹⁵ 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.

PART TWO: PREVENTION

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.

PART THREE: OTHER STRATEGIES

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.

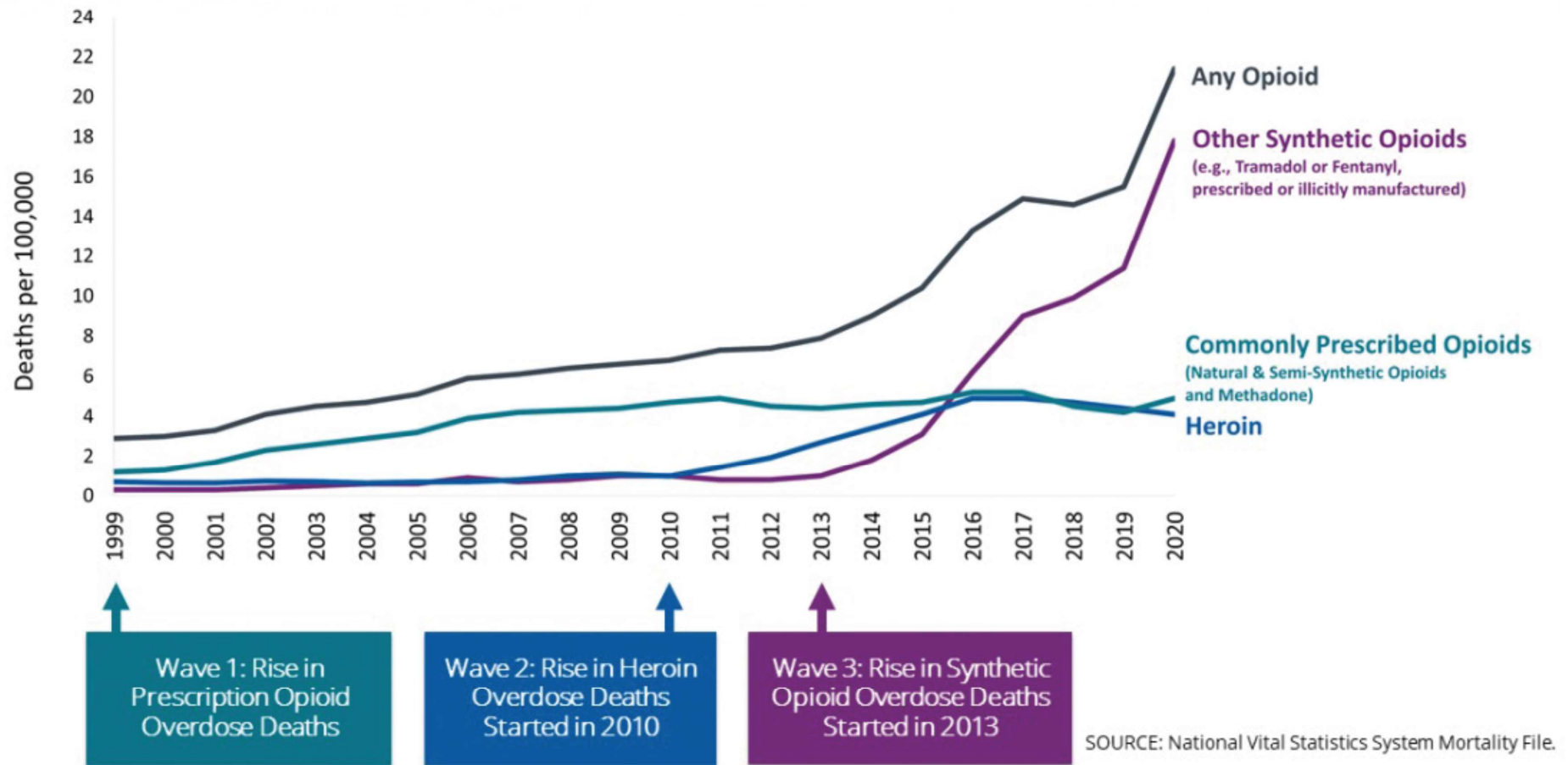
4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter 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



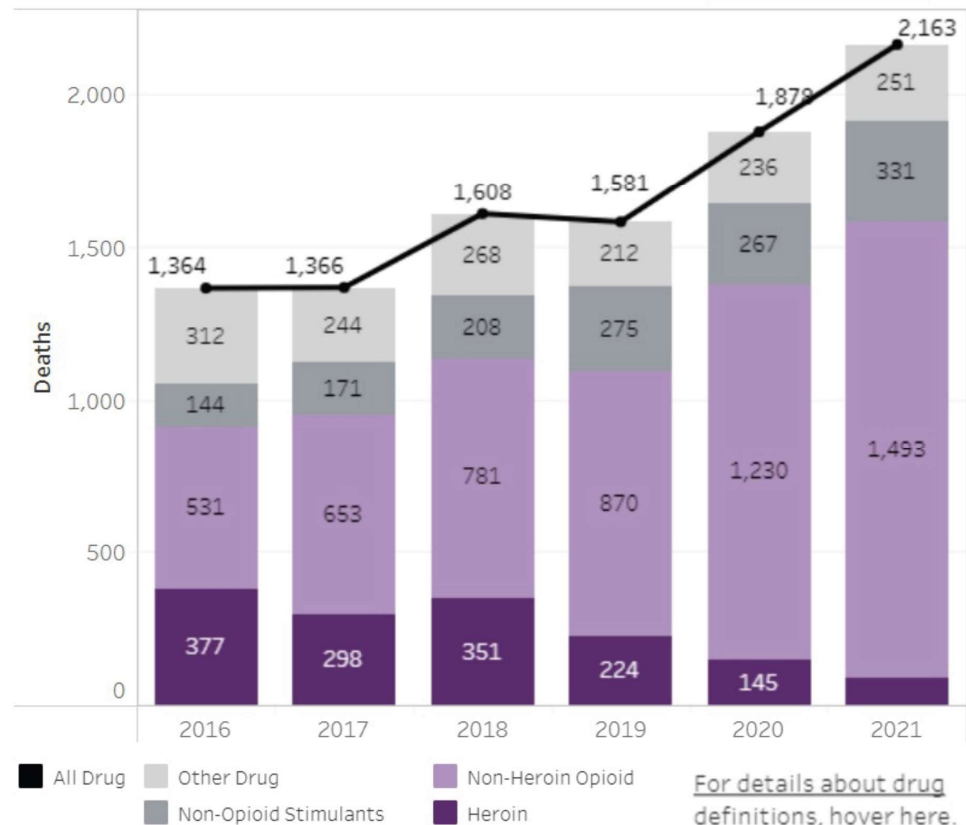
Three Waves of Opioid Overdose Deaths



In Missouri,
overdose deaths
by non-heroin
opioids increased
21% between
2020 and 2021.

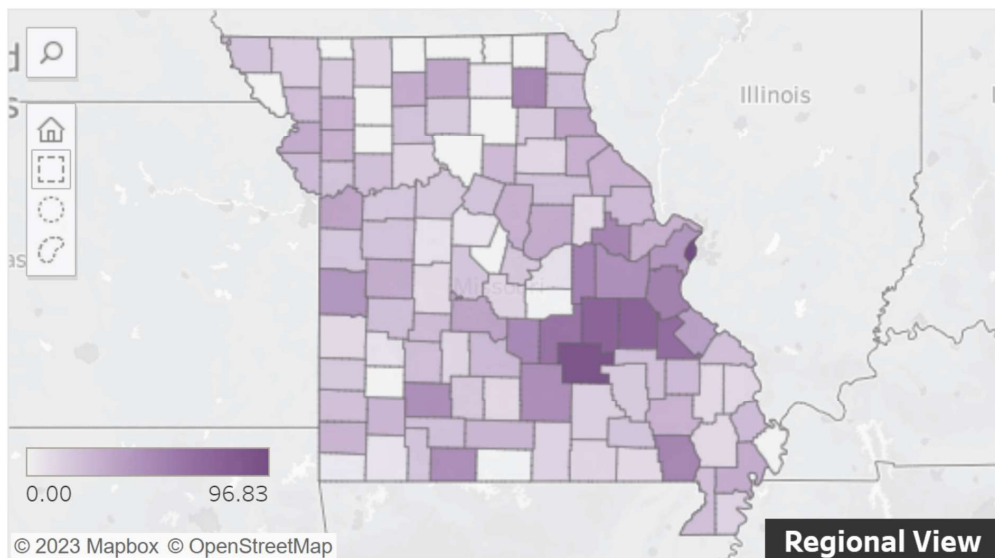
Missouri Resident Overdose Deaths

Detailed View

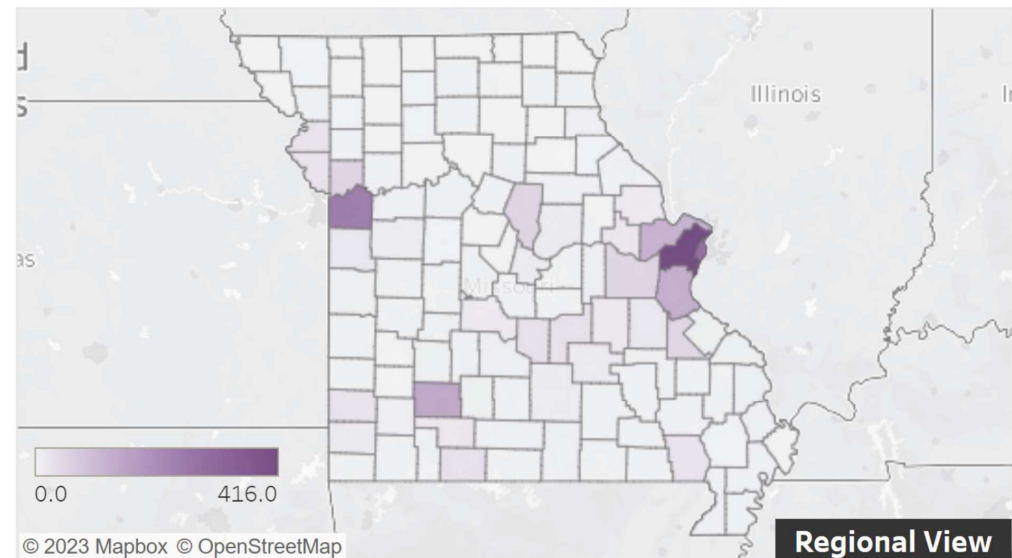


The Kansas City region has a high **number** of deaths, but **mortality rates** are higher in regions with smaller populations.

All Drug Overdose Mortality Rates in Missouri
(Year: 2021)



All Drug Overdose Mortality Counts in Missouri
(Year: 2021)



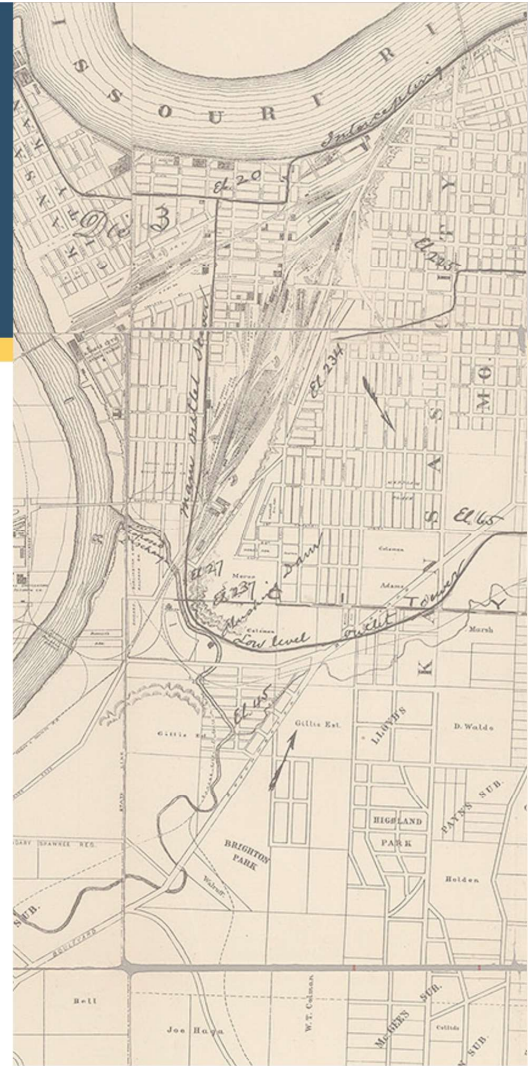
Opioid Settlement Funds

Kansas (\$45M)

- Johnson County — approx. \$3M
- Unified Government — approx. \$3M

Missouri (\$458M)

- Clay County — approx. \$1.4M
- Jackson County — approx. \$13M
- Kansas City — approx. \$15M



A Summary of Expert Recommendations for

Utilizing Opioid Settlement Funds



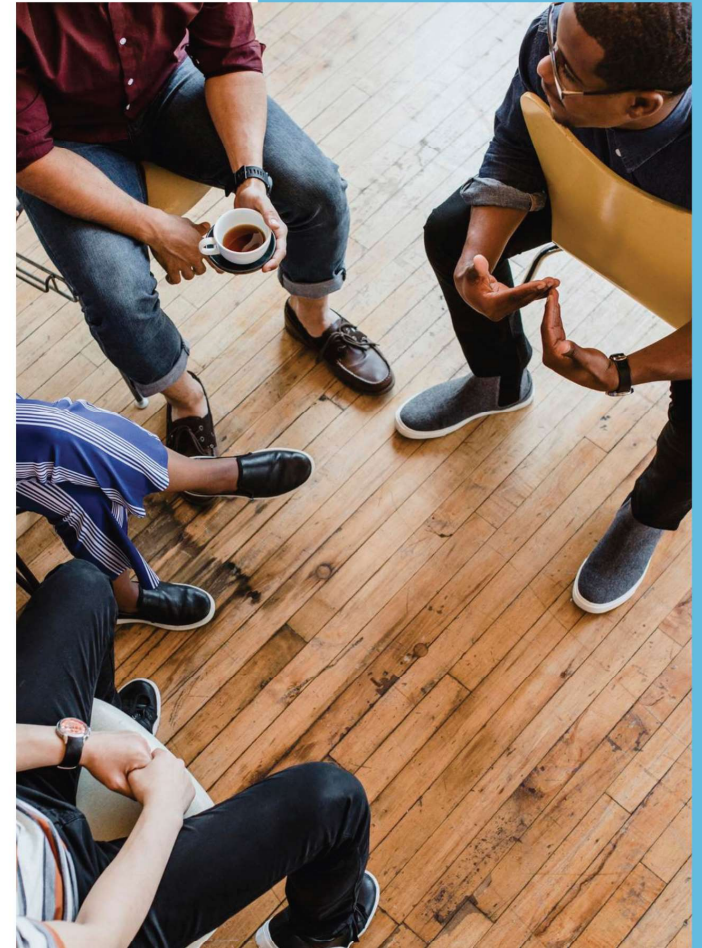
Guiding Principles

- Saving Lives
- Focus on Equity
- Evidence-Based Action
- Systems Efficiency & Collaboration
- Improving Data Systems & Capacity

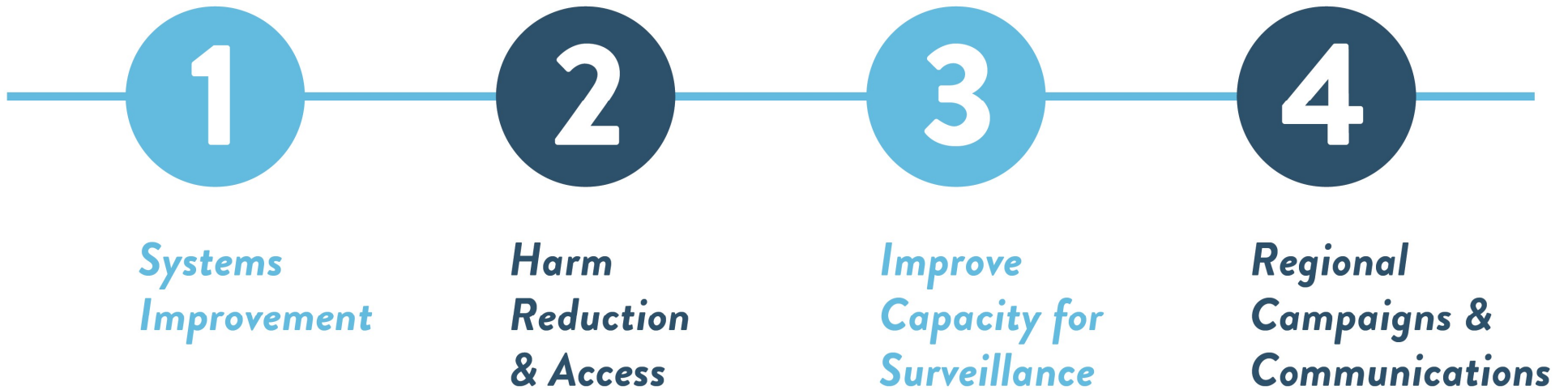


Considerations

- 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



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.

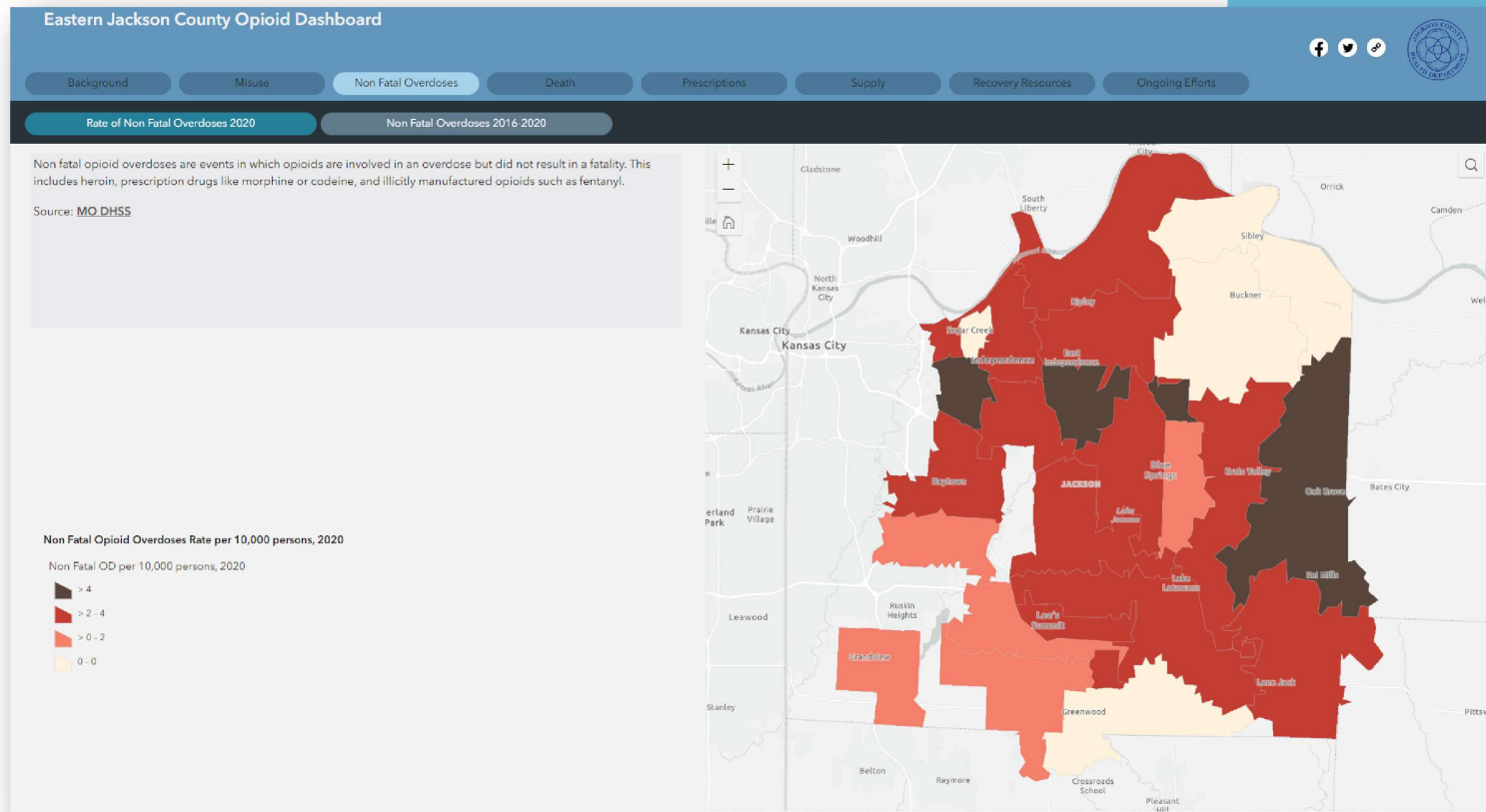
PRIORITY AREA THREE

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

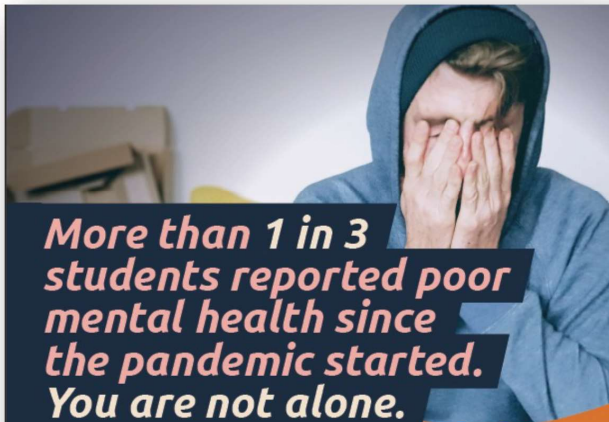
STUDENT-FOCUSED SCHOOL CAMPAIGN

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.



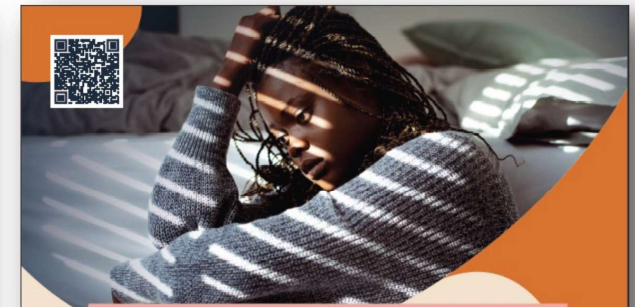

Coping Skills for Managing Stress

- 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



Want to learn more?

You can find our full report at jcph.org

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-064 **1R** An ordinance authorizing the issuance of not to exceed \$32,000,000 principal amount of general obligation bonds, series 2025 of the City of Independence, Missouri, and certain other documents and actions by the City. **1R Read**

Recommendations:

Staff recommends approval of this item.

Background:

Staff proposes to issue up to \$32 million in General Obligation Bonds at the first issuance of the \$55 million in authority approved by voters on April 8, 2025. These bonds will finance citywide transportation improvements, including streets/roads, bridges, culverts and sidewalks.

Under this ordinance, the bonds will be sold through a competitive public process to the bidder offering the most favorable terms to the City, typically based on the lowest overall borrowing cost. The bonds will mature no later than March 1, 2045.

As these are general obligation bonds, they are backed by the full faith and credit of the City. Proceeds from the sale of the bonds will be deposited into a dedicated project fund and may only be used for the purposes approved by voters. Any funds remaining after the completion of the transportation projects will be transferred to the Debt Service Fund to help pay down the bonds.

This ordinance does not authorize a new tax or tax increase, but initiates the bonds based on the authority already granted by voters. Once the bonds are issued, the City is legally obligated to levy a direct annual property tax on all taxable tangible real property within City limits. Each year, the City will determine the amount needed to cover principal and interest payments due on the bonds. This amount will be factored into the City's annual budgeting and tax levy process, ensuring the necessary funds are raised through the property tax.

Emergency Justification:**Fiscal Impact:**

Each year, the City will determine the amount needed to cover principle and interest payments due on the bonds. This amount will be factored into the City's annual budgeting and tax levy process, ensuring the necessary funds are raised through the property tax.

Council Action:

Department / Contact	Finance and Administration /
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REVIEWERS

Melissa Cabrera
Jeremy Cover
Melissa Cabrera
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Ordinance v2 8.4.2025

BILL NO. _____

ORDINANCE NO. _____

OF

CITY OF INDEPENDENCE, MISSOURI

PASSED

AUGUST __, 2025

AUTHORIZING

**NOT TO EXCEED \$32,000,000
GENERAL OBLIGATION BONDS
SERIES 2025**

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BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$32,000,000 PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS, SERIES 2025 OF THE CITY OF INDEPENDENCE, MISSOURI, AND CERTAIN OTHER DOCUMENTS AND ACTIONS BY THE CITY.

WHEREAS, the City of Independence, Missouri (the “City”), is a constitutional charter city and political subdivision of the State of Missouri, duly created, organized and existing under and by virtue of the Constitution and laws of the State of Missouri; and

WHEREAS, the City is authorized under the General Obligation Bond Law (as defined below), to incur indebtedness and issue and sell general obligation bonds of the City to evidence such indebtedness for lawful purposes, upon obtaining the approval of at least four-sevenths of the qualified electors of the City voting on the question to incur indebtedness at certain municipal, primary or general elections or two-thirds of the qualified electors of the City voting on the question to incur indebtedness at other elections; and

WHEREAS, pursuant to the provisions of the laws of the State of Missouri, the voters of the City, on April 8, 2025 (the “Election”), approved the issuance of \$55,000,000 of general obligation bonds (the “Voted Authority”), for transportation purposes, including acquiring land and rights of way, and acquiring, constructing, reconstructing, repairing and improving streets, roads, bridges, culverts and sidewalks throughout the City (the “Project”); and

WHEREAS, the City has not yet issued any of the Voted Authority; and

WHEREAS, it is hereby found and determined that it is necessary for the City to issue not to exceed \$32,000,000 of the Voted Authority for the Project; and

WHEREAS, it is hereby found and determined that it is necessary and advisable and in the best interest of the City and of its inhabitants at this time to authorize the issuance and delivery of said bonds pursuant to the General Obligation Bond Law for the purposes aforesaid as herein provided.

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

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms as used in this Ordinance shall have the following meanings:

“Arbitrage Instructions” means the arbitrage investment and rebate instructions included in the City’s Federal Tax Certificate, as the same may be amended or supplemented in accordance with the provisions thereof.

“Bond Counsel” means Gilmore & Bell, P.C., Kansas City, Missouri, or other attorneys or firm of attorneys with a nationally recognized standing in the field of municipal bond financing selected by the City.

“Bond Payment Date” means any date on which principal of or interest on any Bond is payable.

“Bond Register” means the books for the registration, transfer and exchange of Bonds kept at the office of the Paying Agent.

“Bondowner” or **“Registered Owner”** means, when used with respect to any Bond, the Person in whose name such Bond is registered on the Bond Register.

“Bonds” means the General Obligation Bonds, Series 2025 authorized and issued by the City pursuant to this Ordinance.

“Business Day” means a day other than a Saturday, Sunday or holiday on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its banking operations.

“Cede & Co.” means Cede & Co., as nominee name of The Depository Trust Company, New York, New York, or any successor nominee of the Securities Depository with respect to the Bonds.

“Certificate of Final Terms” means the certificate by that name relating to the Bonds and executed by the City and the Purchaser.

“City” means the City of Independence, Missouri, and any successors or assigns.

“Code” means the Internal Revenue Code of 1986, as amended.

“Debt Service Fund” means the fund by that name referred to in **Section 501** hereof.

“Defaulted Interest” means interest on any Bond payable but not paid on any Interest Payment Date.

“Defeasance Obligations” means any of the following obligations:

(a) United States Government Obligations that are not subject to redemption in advance of their maturity dates;

(b) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and which meet the following conditions:

(1) the obligations are (i) not subject to redemption prior to maturity or (ii) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;

(2) the obligations are secured by cash or United States Government Obligations that may be applied only to principal of, premium, if any, and interest payments on such obligations;

(3) such cash and the principal of and interest on such United States Government Obligations (plus any cash in the escrow fund) are sufficient to meet the liabilities of the obligations;

(4) such cash and United States Government Obligations serving as security for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust; and

(5) such cash and United States Government Obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; or

(c) Cash.

“General Obligation Bond Law” means Article VI, Section 26 of the Constitution of Missouri, 1945, as amended and Section 95.115 et seq., of the Revised Statutes of Missouri, as amended; as well as Article 10 of the City Charter.

“Interest Payment Date” means the Stated Maturity of an installment of interest on any Bond.

“Maturity” means, when used with respect to any Bond, the date on which the principal of such Bond becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or call for redemption or otherwise.

“Ordinance” means this Ordinance adopted by the governing body of the City, authorizing the issuance of the Bonds, as amended from time to time.

“Outstanding” means, when used with reference to the Bonds, as of any particular date of determination, all Bonds theretofore authenticated and delivered hereunder, except the following Bonds:

(a) Bonds theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;

(b) Bonds deemed to be paid in accordance with the provisions of **Section 701** hereof; and

(c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered hereunder.

“Participants” means those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

“Paying Agent” means UMB Bank, N.A., and any successors or assigns.

“Permitted Investments” means any of the following securities, if and to the extent the same are at the time legal for investment of the City’s funds:

(a) United States Government Obligations.

- (b) bonds, notes or other obligations of the State of Missouri, or any political subdivision of the State of Missouri, that at the time of their purchase are rated in either of the two highest rating categories by a nationally recognized rating service.
- (c) repurchase agreements with any bank, bank holding company, savings and loan association, trust company, or other financial institution organized under the laws of the United States or any state, that are continuously and fully secured by any one or more of the securities described in clause (a), (b) or (d) and have a market value at all times at least equal to the principal amount of such repurchase agreement and are held in a custodial or trust account for the benefit of the City.
- (d) obligations of Government National Mortgage Association, the Federal Financing Bank, the Federal Intermediate Credit Corporation, Federal Banks for Cooperatives, Federal Land Banks, Federal Home Loan Banks and Farm Service Agency.
- (e) certificates of deposit or time deposits, whether negotiable or nonnegotiable, issued by any bank or trust company organized under the laws of the United States or any state, provided that such certificates of deposit or time deposits shall be either (1) continuously and fully insured by the Federal Deposit Insurance Corporation, or (2) continuously and fully secured by such securities as are permitted by law, which shall have a market value at all times at least equal to the principal amount of such certificates of deposit or time deposits.
- (f) any other securities or investments that are lawful for the investment of moneys held in such funds or accounts under the laws of the State of Missouri.

“Person” means any natural person, corporation, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

“Project” shall mean capital improvements undertaken for transportation purposes, including acquiring land and rights of way, and acquiring, constructing, reconstructing, repairing and improving streets, roads, bridges, culverts and sidewalks throughout the City.

“Project Fund” means the fund by that name referred to in **Section 501**.

“Purchase Price” means the principal amount of the Bonds plus any accrued interest to the delivery date and plus any premium or less any discount as set forth in the bid of the Purchaser.

“Purchaser” means the purchaser selected by the City in accordance with **Section 210** and designated in the Certificate of Final Terms.

“Record Date” for the interest payable on the Bonds on any Interest Payment Date means the 15th day (whether or not a Business Day) of the calendar month next preceding such Interest Payment Date.

“Redemption Date” means, when used with respect to any Bond to be redeemed, the date fixed for the redemption of such Bond pursuant to the terms of this Ordinance.

“Redemption Price” means, when used with respect to any Bond to be redeemed, the price at which such Bond is to be redeemed pursuant to the terms of this Ordinance, including the applicable redemption premium, if any, but excluding installments of interest whose Stated Maturity is on or before the Redemption Date.

“Replacement Bonds” means Bonds issued to the beneficial owners of the Bonds in accordance with **Section 208(b)** hereof.

“Securities Depository” means, initially, The Depository Trust Company, New York, New York, and its successors and assigns.

“Special Record Date” means the date fixed by the Paying Agent pursuant to **Section 204** hereof for the payment of Defaulted Interest.

“Stated Maturity” means, when used with respect to any Bond or any installment of interest thereon, the date specified in each Bond as the fixed date on which the principal of such Bond or any installment of interest is due and payable.

“United States Government Obligations” means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payments on obligations issued or guaranteed by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities that represent an undivided interest in such obligations, which obligations are held in a custodial or trust account for the benefit of the City.

ARTICLE II

AUTHORIZATION OF BONDS

Section 201. Authorization of Bonds. There shall be issued and hereby are authorized and directed to be issued the General Obligation Bonds, Series 2025 of the City in a principal amount of not to exceed \$32,000,000 (the “Bonds”), for the purpose of financing a portion of the costs of the Project and paying costs related to the issuance of the Bonds. The Bonds shall consist of fully registered bonds without coupons, numbered from R-1 upward in order of issuance, and shall be issued in denominations of \$5,000 or any integral multiple thereof. The Bonds shall be substantially in the form set forth in **Exhibit A** attached hereto, and shall be subject to registration, transfer and exchange as provided in **Section 204** hereof.

All of the Bonds shall be dated their date of delivery, shall become due as set forth below, shall be subject to redemption and payment prior to their Stated Maturities subject to redemption and payment prior to their Stated Maturities, and shall bear interest at the respective rates per annum, as set forth in the Certificate of Final Terms; provided that:

- (1) the principal amount of the Bonds shall not exceed \$32,000,000,
- (2) the Bonds shall have a final maturity not later than March 1, 2045,
- (3) the Bonds shall have a weighted average maturity of not less than 8 years and not more than 15 years,
- (4) the Bonds shall bear interest at various interest rates not to exceed a true interest cost of 6.5% per annum, and
- (5) the Bonds shall be subject to optional redemption prior to maturity no later than 2036.

The final terms of the Bonds shall be specified in the Certificate of Final Terms upon the execution thereof, and the signatures of the officers of the City executing the Certificate of Final Terms shall constitute conclusive evidence of their approval and the City’s approval thereof.

The Bonds shall bear interest at the rates specified in the Final Terms Certificate (computed on the basis of a 360-day year of twelve 30-day months) from the date thereof or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable semiannually on March 1 and September 1 in each year, beginning on March 1, 2026.

Each of the Bonds, as originally issued or issued upon transfer, exchange or substitution, shall be in substantially the form set forth in **Exhibit A** attached hereto.

Section 202. Designation of Paying Agent. UMB Bank, N.A. is hereby designated as the City's paying agent for the payment of principal of and interest on the Bonds and bond registrar with respect to the registration, transfer and exchange of Bonds (the "Paying Agent").

The City will at all times maintain a Paying Agent meeting the qualifications herein described for the performance of the duties hereunder. The City reserves the right to appoint a successor Paying Agent by (1) filing with the Paying Agent then performing such function a certified copy of the proceedings giving notice of the termination of such Paying Agent and appointing a successor, and (2) causing notice of the appointment of the successor Paying Agent to be given by first class mail to each Bondowner. The Paying Agent may resign upon giving written notice by first class mail to the City and the Registered Owners not less than 60 days prior to the date such resignation is to take effect. No resignation or removal of the Paying Agent shall become effective until a successor acceptable to the City has been appointed and has accepted the duties of Paying Agent.

Every Paying Agent appointed hereunder shall at all times be a commercial banking association or corporation or trust company authorized to do business in the State of Missouri, organized and doing business under the laws of the United States of America or of the State of Missouri, authorized under such laws to exercise trust powers and subject to supervision or examination by federal or state regulatory authority.

Section 203. Method and Place of Payment of Bonds. The principal or Redemption Price and interest on the Bonds shall be payable in any coin or currency of the United States of America that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

The principal or Redemption Price of each Bond shall be paid at Maturity by check or draft to the Person in whose name such Bond is registered on the Bond Register at the Maturity thereof, upon presentation and surrender of such Bond at the payment office of the Paying Agent.

The interest payable on each Bond on any Interest Payment Date shall be paid to the Registered Owner of such Bond as shown on the Bond Register at the close of business on the Record Date for such interest by (a) check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register, or (b) in the case of an interest payment to (i) the Securities Depository, or (ii) any Registered Owner of \$500,000 or more in aggregate principal amount of Bonds, by electronic transfer to such Registered Owner upon written notice signed by such Registered Owner given to the Paying Agent by such Registered Owner, not less than 5 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank (which shall be in the continental United States), ABA routing number and account name and account number to which such Registered Owner wishes to have such transfer directed.

Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with respect to any Bond shall cease to be payable to the Registered Owner of such Bond on the relevant Record Date and shall be payable to the Registered Owner in whose name such Bond is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified in this paragraph. The City shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment

(which date shall be at least 30 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest that shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the City of such Special Record Date and, in the name and at the expense of the City, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, by first class mail, postage prepaid, to each Registered Owner of a Bond entitled to such notice at the address of such Registered Owner as it appears on the Bond Register not less than 10 days prior to such Special Record Date.

Section 204. Registration, Transfer and Exchange of Bonds. The City covenants that, as long as any of the Bonds remain Outstanding, it will cause the Bond Register to be kept at the office of the Paying Agent as herein provided. Each Bond when issued shall be registered in the name of the owner thereof on the Bond Register.

Bonds may be transferred and exchanged only on the Bond Register as provided in this Section. Upon surrender of any Bond at the payment office of the Paying Agent, the Paying Agent shall transfer or exchange such Bond for a new Bond or Bonds in any authorized denomination of the same Stated Maturity and in the same aggregate principal amount as the Bond that was presented for transfer or exchange. Bonds presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Paying Agent, duly executed by the Registered Owner thereof or by the Registered Owner's duly authorized agent.

In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Paying Agent shall authenticate and deliver Bonds in accordance with the provisions of this Ordinance. The City shall pay the fees and expenses of the Paying Agent for the registration, transfer and exchange of Bonds provided for by this Ordinance and the cost of printing a reasonable supply of registered bond blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees and expenses of the Paying Agent, are the responsibility of the Registered Owners of the Bonds. In the event any Registered Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Registered Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Code, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Registered Owner hereunder or under the Bonds.

The City and the Paying Agent shall not be required (a) to register the transfer or exchange of any Bond that has been called for redemption after notice of such redemption has been mailed by the Paying Agent pursuant to **Section 303** hereof and during the period of 15 days next preceding the date of mailing of such notice of redemption; or (b) to register the transfer or exchange of any Bond during a period beginning at the opening of business on the day after receiving written notice from the City of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to **Section 203** hereof.

The City and the Paying Agent may deem and treat the Person in whose name any Bond is registered on the Bond Register as the absolute owner of such Bond, whether such Bond is overdue or not, for the purpose of receiving payment of, or on account of, said Bond and for all other purposes. All payments so made to any such Registered Owner or upon the Registered Owner's order shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the City nor the Paying Agent shall be affected by any notice to the contrary.

At reasonable times and under reasonable regulations established by the Paying Agent, the Bond Register may be inspected and copied by the Registered Owners of 10% or more in principal amount of the Bonds then Outstanding or any designated representative of such Registered Owners whose authority is evidenced to the satisfaction of the Paying Agent.

Section 205. Execution, Registration, Authentication and Delivery of Bonds. Each of the Bonds, including any Bonds issued in exchange or as substitutions for the Bonds initially delivered, shall be signed by the manual or facsimile signature of the Mayor or City Manager and attested by the manual or facsimile signature of the City Clerk and shall have the official seal of the City affixed or imprinted thereon. In case any officer whose signature appears on any Bond ceases to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Bond may be signed by such persons who at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

The Mayor or City Manager and City Clerk are hereby authorized and directed to prepare and execute the Bonds in the manner herein specified, and, when duly executed and registered, to deliver the Bonds to the Paying Agent for authentication.

The Bonds shall have endorsed thereon a certificate of authentication substantially in the form set forth in **Exhibit A** attached hereto, which shall be manually executed by an authorized officer or employee of the Paying Agent, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Bonds that may be issued hereunder at any one time. No Bond shall be entitled to any security or benefit under this Ordinance or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Paying Agent. Such executed certificate of authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Ordinance. Upon authentication, the Paying Agent shall deliver the Bonds to or upon the order of the Purchaser upon payment of the purchase price of the Bonds plus accrued interest thereon to the date of their delivery.

Section 206. Mutilated, Destroyed, Lost and Stolen Bonds. If (a) any mutilated Bond is surrendered to the Paying Agent or the Paying Agent receives evidence to its satisfaction of the destruction, loss or theft of any Bond, and (b) there is delivered to the Paying Agent such security or indemnity as may be required by the Paying Agent, then, in the absence of notice to the Paying Agent that such Bond has been acquired by a bona fide purchaser, the City shall execute and the Paying Agent shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same Stated Maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the Paying Agent, in its discretion, may pay such Bond instead of delivering a new Bond.

Upon the issuance of any new Bond under this Section, the City may require the payment by the Registered Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

Every new Bond issued pursuant to this Section shall constitute a replacement of the prior obligation of the City, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Bonds.

Section 207. Cancellation and Destruction of Bonds Upon Payment. All Bonds that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be canceled by the Paying Agent promptly upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate describing the Bonds so canceled and destroyed and shall file an executed counterpart of such certificate with the City.

Section 208. Book-Entry Bonds; Securities Depository.

(a) The Bonds shall initially be registered to Cede & Co., the nominee for the Securities Depository, and no beneficial owner will receive certificates representing their respective interest in the Bonds, except in the event the Paying Agent issues Replacement Bonds as provided in subsection (b) hereof. It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, premium, if any, and interest on, the Bonds to the Participants until and unless the Paying Agent authenticates and delivers Replacement Bonds to the beneficial owners as described in subsection (b).

(b) (1) If the City determines (A) that the Securities Depository is unable to properly discharge its responsibilities, or (B) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (C) that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Bondowner other than Cede & Co. is no longer in the best interests of the beneficial owners of the Bonds, or (2) if the Paying Agent receives written notice from Participants having interests in not less than 50% of the Bonds Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Bondowner other than Cede & Co. is no longer in the best interests of the beneficial owners of the Bonds, then the Paying Agent, in accordance with the operational arrangements of the Securities Depository, shall notify the Bondowners of such determination or such notice and of the availability of certificates to Owners requesting the same, and the Paying Agent shall register in the name of and authenticate and deliver Replacement Bonds to the beneficial owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under (1)(A) or (1)(B) of this subsection (b), the City, with the consent of the Paying Agent, may select a successor securities depository in accordance with **Section 208(c)** hereof to effect book-entry transfers. In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository or its nominee is the registered owner of at least one Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Paying Agent, to the extent applicable with respect to such Replacement Bonds. If the Securities Depository resigns and the City, the Paying Agent or Bondowners are unable to locate a qualified successor of the Securities Depository in accordance with **Section 208(c)** hereof, then the Paying Agent shall authenticate and cause delivery of Replacement Bonds to Bondowners, as provided herein. The Paying Agent may rely on information from the Securities Depository and its Participants as to the names of, addresses for and principal amounts held by the beneficial owners of the Bonds. The cost of mailing notices, printing, registration, authentication, and delivery of Replacement Bonds shall be paid for by the City.

(c) In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, the City may appoint a successor Securities Depository provided the Paying Agent receives written evidence satisfactory to the Paying Agent with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository that is a registered clearing agency under the Securities and

Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Paying Agent upon its receipt of a Bond or Bonds for cancellation shall cause the delivery of Bonds to the successor Securities Depository in appropriate denominations and form as provided herein.

Section 209. Preliminary Official Statement and Final Official Statement. The Preliminary Official Statement, in the form on file with the City, is hereby ratified and approved and the Final Official Statement is hereby authorized and approved by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transactions related to the issuance of the Bonds. The Mayor or City Manager is hereby authorized to execute the Final Official Statement as so supplemented, amended and completed, and the use and public distribution of the Final Official Statement by the Purchaser in connection with the reoffering of the Bonds is hereby authorized. The proper officials of the City are hereby authorized to execute and deliver a certificate pertaining to such Final Official Statement as prescribed therein, dated as of the date of payment for and delivery of the Bonds.

For the purpose of enabling the Purchaser to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission, the City hereby deems the information regarding the City contained in the Preliminary Official Statement to be “final” as of its date, except for the omission of such information as is permitted by Rule 15c2-12(b)(1), and the appropriate officers of the City are hereby authorized, if requested, to provide the Purchaser a letter or certification to such effect and to take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Purchaser to comply with the requirement of such rule.

The City agrees to provide to the Purchaser within seven business days of the date of the sale of Bonds sufficient copies of the Final Official Statement to enable the Purchaser to comply with the requirements of Rule 15c2-12(b)(4) of the Securities and Exchange Commission and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

Section 210. Sale of Bonds. The Bonds shall be sold at public sale to the Purchaser whose bid complies with **Section 201** hereof and the Notice of Sale circulated for the sale of the Bonds, is not otherwise rejected by the City in accordance with the provisions of the Notice of Sale and whose bid results in the sale of the Bonds to the highest and best bidder on terms deemed most advantageous to the City. For purposes of the prior sentence, the “highest” bid with “terms deemed most advantageous to the City” shall be the bid that produces the lowest “true interest cost” while remaining within the premium parameters set out in the Notice of Sale.

The Bonds shall be sold to the Purchaser at the Purchase Price set forth in the winning bid, as such Purchase Price may be adjusted in connection with issue sizing adjustments made in accordance with the terms of the Notice of Sale. The Mayor or City Manager is authorized to accept the Purchaser’s winning bid and to execute a Certificate of Final Terms for and on behalf of and as the act and deed of the City, such officer’s signature thereon being conclusive evidence of such official’s and the City’s approval thereof. Delivery of the Bonds shall be made to the Purchaser as soon as practicable after the adoption of this Ordinance and the acceptance of the Purchaser’s bid, upon payment therefor in accordance with the terms of sale.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption of Bonds. The Bonds shall be subject to redemption prior to Maturity as set forth in the Certificate of Final Terms, subject to the requirements of **Section 201**.

Section 302. Selection of Bonds to Be Redeemed.

(a) The Paying Agent shall call Bonds for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Paying Agent at least 35 days prior to the Redemption Date of written instructions of the City specifying the principal amount, Stated Maturities, Redemption Date and Redemption Prices of the Bonds to be called for redemption. If the Bonds are refunded more than 90 days in advance of such Redemption Date, any escrow agreement entered into by the City in connection with such refunding shall provide that such written instructions to the Paying Agent shall be given by or on behalf of the City not more than 90 days prior to the Redemption Date. The Paying Agent may in its discretion waive such notice period so long as the notice requirements set forth in **Section 303** are met. The foregoing provisions of this paragraph shall not apply to any mandatory redemption of Bonds hereunder, and Bonds shall be called by the Paying Agent for redemption pursuant to any such mandatory redemption requirements without the necessity of any action by the City and whether or not the Paying Agent shall hold moneys available and sufficient to effect the required redemption.

(b) Bonds shall be redeemed only in the principal amount of \$5,000 or any integral multiple thereof. When less than all of the Outstanding Bonds are to be redeemed, such Bonds shall be redeemed from Stated Maturities selected by the City, and Bonds of less than a full Stated Maturity shall be selected by the Paying Agent in \$5,000 units of principal amount by lot or in such other equitable manner as the Paying Agent may determine.

(c) In the case of a partial redemption of Bonds when Bonds of denominations greater than \$5,000 are then Outstanding, then for all purposes in connection with such redemption each \$5,000 of face value shall be treated as though it were a separate Bond of the denomination of \$5,000. If it is determined that one or more, but not all, of the \$5,000 units of face value represented by any Bond are selected for redemption, then upon notice of intention to redeem such \$5,000 unit or units, the Registered Owner of such Bond or the Registered Owner's duly authorized agent shall present and surrender such Bond to the Paying Agent (1) for payment of the Redemption Price and any accrued interest to the Redemption Date of such \$5,000 unit or units of face value called for redemption, and (2) for exchange, without charge to the Registered Owner thereof, for a new Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the Registered Owner of any such Bond fails to present such Bond to the Paying Agent for payment and exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the redemption date to the extent of the \$5,000 unit or units of face value called for redemption (and to that extent only).

Section 303. Notice and Effect of Call for Redemption. Unless waived by any Registered Owner of Bonds to be redeemed, official notice of any redemption shall be given by the Paying Agent on behalf of the City by mailing a copy of an official redemption notice by first class mail at least 20 days prior to the Redemption Date to the Purchaser of the Bonds and each Registered Owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register.

All official notices of redemption shall be dated and shall contain the following information:

- (a) the Redemption Date;
- (b) the Redemption Price;
- (c) if less than all Outstanding Bonds of a maturity are to be redeemed, the identification (such identification to include interest rates, maturities, CUSIP numbers and such additional information as the Paying Agent may reasonably determine) of the Bonds to be redeemed;
- (d) a statement that on the Redemption Date the Redemption Price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and
- (e) the place where such Bonds are to be surrendered for payment of the Redemption Price, which shall be the payment office of the Paying Agent.

The failure of any Registered Owner to receive notice given as heretofore provided or any defect therein shall not invalidate any redemption.

Prior to any Redemption Date, the City shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of all the Bonds or portions of Bonds that are to be redeemed on that date.

Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the City defaults in the payment of the Redemption Price) such Bonds or portion of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with such notice, the Redemption Price of such Bonds shall be paid by the Paying Agent. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the Registered Owner a new Bond or Bonds of the same Stated Maturity in the amount of the unpaid principal as provided herein. All Bonds that have been surrendered for redemption shall be canceled and destroyed by the Paying Agent as provided herein and shall not be reissued.

In addition to the foregoing notice, further notice shall be given by the Paying Agent on behalf of the City as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if official notice thereof is given as above prescribed.

(a) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (1) the CUSIP numbers of all Bonds being redeemed; (2) the date of issue of the Bonds as originally issued; (3) the rate of interest borne by each Bond being redeemed; (4) the maturity date of each Bond being redeemed; and (5) any other descriptive information needed to identify accurately the Bonds being redeemed.

(b) Each further notice of redemption shall be sent at least one day before the mailing of notice to Bondowners by first class, registered or certified mail or overnight delivery, as determined by the Paying Agent, to all registered securities depositories then in the business of holding substantial

amounts of obligations of types comprising the Bonds and to one or more national information services that disseminate notices of redemption of obligations such as the Bonds.

(c) Each check or other transfer of funds issued for the payment of the Redemption Price of Bonds being redeemed shall bear or have enclosed the CUSIP number of the Bonds being redeemed with the proceeds of such check or other transfer.

The Paying Agent is also directed to comply with any mandatory standards then in effect for processing redemptions of municipal securities established by the Securities and Exchange Commission. Failure to comply with such standards shall not affect or invalidate the redemption of any Bond.

For so long as the Securities Depository is effecting book-entry transfers of the Bonds, the Paying Agent shall provide the notices specified in this Section to the Securities Depository. It is expected that the Securities Depository shall, in turn, notify its Participants and that the Participants, in turn, will notify or cause to be notified the beneficial owners. Any failure on the part of the Securities Depository or a Participant, or failure on the part of a nominee of a beneficial owner of a Bond (having been mailed notice from the Paying Agent, the Securities Depository, a Participant or otherwise) to notify the beneficial owner of the Bond so affected, shall not affect the validity of the redemption of such Bond.

ARTICLE IV

SECURITY FOR AND PAYMENT OF BONDS

Section 401. Security for the Bonds. The Bonds shall be general obligations of the City payable from ad valorem taxes that may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. The full faith, credit and resources of the City are hereby irrevocably pledged for the prompt payment of the Bonds as the same become due.

Section 402. Levy and Collection of Annual Tax. For the purpose of providing for the payment of the Bonds as the same become due and, to the extent necessary to pay the principal of and interest on the Bonds, there is hereby levied upon all of the taxable tangible property within the City a direct annual tax sufficient to produce the amounts necessary for the payment of the Bonds as the same become due and payable in each year.

The taxes referred to above shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the other ad valorem taxes of the City are levied and collected. The proceeds derived from said taxes shall be deposited in the Debt Service Fund, shall be kept separate and apart from all other funds of the City and shall be used for the payment of the Bonds as and when the same become due and the fees and expenses of the Paying Agent.

If at any time said taxes are not collected in time to pay the Bonds when due, the Finance Director is hereby authorized and directed to pay said Bonds out of the general funds of the City and to reimburse said general funds for money so expended when said taxes are collected.

ARTICLE V

ESTABLISHMENT OF FUNDS; DEPOSIT AND APPLICATION OF MONEYS

Section 501. Establishment of Funds. There have been or shall be established in the treasury of the City and shall be held and administered by the Finance Director of the City the following separate funds and accounts:

- (a) Project Fund.
- (b) Debt Service Fund.

Section 502. Deposit of Bond Proceeds. The net proceeds received from the sale of the Bonds shall be deposited simultaneously with the delivery of the Bonds in the Project Fund in the accounts as directed by the City consistent with the final terms of the Bonds.

Section 503. Application of Moneys in Debt Service Fund. All amounts paid and credited to the Debt Service Fund shall be expended and used by the City for the purpose of paying the Bonds as and when the same become due and the usual and customary fees and expenses of the Paying Agent. The Finance Director is authorized and directed to withdraw from the Debt Service Fund sums sufficient to pay the Bonds and the fees and expenses of the Paying Agent as and when the same become due, and to forward such sums to the Paying Agent in a manner that ensures that the Paying Agent will receive immediately available funds in such amounts on or before the Business Day immediately preceding the dates when such principal, interest and fees of the Paying Agent will become due. If, through the lapse of time or otherwise, the Registered Owners of Bonds are no longer entitled to enforce payment of the Bonds or the interest thereon, the Paying Agent shall return said funds to the City. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Ordinance and shall be held in trust by the Paying Agent for the benefit of the Registered Owners of the Bonds entitled to payment from such moneys.

Any moneys or investments remaining in the Debt Service Fund after the retirement of the indebtedness for which the Bonds were issued and all other indebtedness of the City shall be transferred and paid into the general fund of the City or as otherwise required by law.

Section 504. Deposits and Investment of Moneys. Moneys in each of the funds created by and referred to in this Ordinance shall be deposited in a bank or banks or other legally permitted financial institutions authorized to do business in the State of Missouri that are members of the Federal Deposit Insurance Corporation. All such deposits shall be continuously and adequately secured by the financial institutions holding such deposits as provided by the laws of the State of Missouri. All moneys held in the funds created by this Ordinance shall be kept separate and apart from all other funds of the City so that there shall be no commingling of such funds with any other funds of the City.

Moneys held in any fund referred to in this Ordinance may be invested by the Finance Director at the direction of the City Council, in accordance with this Ordinance and the Arbitrage Instructions, in Permitted Investments; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys invested may be needed for the purpose for which such fund was created. All earnings on any investments held in any fund shall accrue to and become a part of such fund.

Section 505. Nonpresentment of Bonds. If any Bond is not presented for payment when due, if funds sufficient to pay such Bond have been made available to the Paying Agent, all liability of the City to the Registered Owner thereof for the payment of such Bond shall forthwith cease, determine and be

completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Registered Owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Ordinance or on, or with respect to, said Bond. If any Bond is not presented for payment within one year following the date when such Bond becomes due at Maturity, the Paying Agent shall repay to the City without liability for interest thereon the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the City, and the Registered Owner thereof shall be entitled to look only to the City for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the City or the Paying Agent shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 506. Payments Due on Saturdays, Sundays and Holidays. In any case where a Bond Payment Date is not a Business Day, then payment of principal, Redemption Price or interest need not be made on such Bond Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Bond Payment Date, and no interest shall accrue for the period after such Bond Payment Date.

Section 507. Application of Moneys in the Project Fund. Moneys in the Project Fund shall be used by the City solely for the purpose of paying the costs of the Project for which the Bonds have been voted and authorized, in accordance with the plans and specifications therefor prepared by the City's architects or engineers heretofore approved by the City Council and on file in the office of the City Clerk, including any alterations in or amendments to said plans and specifications deemed advisable and approved by the City, and paying the costs and expenses of issuing the Bonds.

The Finance Director shall make withdrawals from the Project Fund only upon direction or authority provided by City Council therefor for a purpose within the scope of this Ordinance. Upon completion of the purpose for which the Bonds have been issued, any surplus remaining in the Project Fund shall be transferred to and deposited in the Debt Service Fund.

ARTICLE VI

REMEDIES

Section 601. Remedies. The provisions of this Ordinance, including the covenants and agreements herein contained, shall constitute a contract between the City and the Registered Owners of the Bonds, and the Registered Owner or Owners of not less than 10% in principal amount of the Bonds at the time Outstanding shall have the right for the equal benefit and protection of all Registered Owners of Bonds similarly situated:

- (a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Registered Owner or Owners against the City and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of this Ordinance or by the constitution and laws of the State of Missouri;
- (b) by suit, action or other proceedings in equity or at law to require the City, its officers, agents and employees to account as if they were the trustees of an express trust; and
- (c) by suit, action or other proceedings in equity or at law to enjoin any acts or things that may be unlawful or in violation of the rights of the Registered Owners of the Bonds.

Section 602. Limitation on Rights of Bondowners. The covenants and agreements of the City contained herein and in the Bonds shall be for the equal benefit, protection and security of the legal owners

of any or all of the Bonds. All of the Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds herein pledged to the payment of the Bonds, or otherwise, except as to rate of interest, or date of Maturity or right of prior redemption as provided in this Ordinance. No one or more Bondowners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Registered Owners of such Outstanding Bonds.

Section 603. Remedies Cumulative. No remedy conferred herein upon the Bondowners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Registered Owner of any Bond shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies consequent thereon. No delay or omission of any Bondowner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Registered Owners of the Bonds by this Ordinance may be enforced and exercised from time to time and as often as may be deemed expedient. If any suit, action or proceedings taken by any Bondowner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or has been determined adversely to such Bondowner, then, and in every such case, the City and the Registered Owners of the Bonds shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Bondowners shall continue as if no such suit, action or other proceedings had been brought or taken.

ARTICLE VII

DEFEASANCE

Section 701. Defeasance. When any or all of the Bonds or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Ordinance and the pledge of the City's faith and credit hereunder and all other rights granted hereby shall terminate with respect to the Bonds or scheduled interest payments thereon so paid and discharged. Bonds or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Ordinance if there has been deposited with the Paying Agent, or other commercial bank or trust company authorized to do business in the State of Missouri and having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Bonds or the interest payments thereon, in trust for and irrevocably appropriated thereto, moneys and/or Defeasance Obligations that, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the Bonds to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such payments; provided, however, that if any such Bonds are to be redeemed prior to their Stated Maturity, (1) the City has elected to redeem such Bonds, and (2) either notice of such redemption has been given, or the City has given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Paying Agent to give such notice of redemption in compliance with **Section 303** of this Ordinance. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the City, for the purpose of paying and discharging any of the Bonds, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Registered Owners of the Bonds, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or other bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Ordinance.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 801. Tax Covenants.

(a) The City covenants and agrees that (1) it will comply with all applicable provisions of the Code, including Sections 103 and 141 through 150, necessary to maintain the exclusion from federal gross income of the interest on the Bonds, and (2) it will not use or permit the use of any proceeds of Bonds or any other funds of the City, nor take or permit any other action, or fail to take any action, that would adversely affect the exclusion from federal gross income of the interest on the Bonds. The City will also adopt such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with other applicable future law, in order to ensure that the interest on the Bonds will remain excluded from federal gross income, to the extent any such actions can be taken by the City.

(b) The City covenants and agrees that (1) it will use the proceeds of the Bonds as soon as practicable and with all reasonable dispatch for the purposes for which the Bonds are issued, and (2) it will not invest or directly or indirectly use or permit the use of any proceeds of the Bonds or any other funds of the City in any manner, or take or omit to take any action, that would cause the Bonds to be “arbitrage bonds” within the meaning of Section 148(a) of the Code.

(c) The City covenants and agrees that it will pay or provide for the payment from time to time of all rebatable arbitrage to the United States pursuant to Section 148(f) of the Code and the Arbitrage Instructions. This covenant shall survive payment in full or defeasance of the Bonds. The Arbitrage Instructions may be amended or replaced if, in the opinion of Bond Counsel nationally recognized on the subject of municipal bonds, such amendment or replacement will not adversely affect the exclusion from federal gross income of the interest on the Bonds.

(d) The City covenants and agrees that it will not use any portion of the proceeds of the Bonds, including any investment income earned on such proceeds, directly or indirectly, (1) in a manner that would cause any Bond to be a “private activity bond” within the meaning of Section 141(a) of the Code, or (2) to make or finance a loan to any Person.

(e) The foregoing covenants shall remain in full force and effect notwithstanding the defeasance of the Bonds pursuant to **Article VII** of this Ordinance or any other provision of this Ordinance, until the final maturity date of all Bonds Outstanding.

Section 802. Annual Audit. Annually, promptly after the end of the fiscal year, the City will cause an audit to be made of its funds and accounts for the preceding fiscal year by an independent public accountant or firm of independent public accountants. Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the City Clerk, and a duplicate copy of the audit shall be submitted to the Municipal Securities Rulemaking Board through the Electronic Municipal Market Access system. Such audits shall at all times during the usual business hours be open to the examination and inspection by any Registered Owner of any of the Bonds, or by anyone acting for or on behalf of such Registered Owner.

As soon as possible after the completion of the annual audit, the governing body of the City shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Ordinance, the City shall promptly cure such deficiency.

Section 803. Amendments. The rights and duties of the City and the Bondowners, and the terms and provisions of the Bonds or of this Ordinance, may be amended or modified at any time in any respect by

ordinance of the City with the written consent of the Registered Owners of not less than a majority in principal amount of the Bonds then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Registered Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the City Clerk, but no such modification or alteration shall:

- (a) extend the maturity of any payment due upon any Bond;
- (b) effect a reduction in the amount that the City is required to pay on any Bond;
- (c) permit preference or priority of any Bond over any other Bond;
- (d) reduce the percentage in principal amount of Bonds required for the written consent to any modification or alteration of the provisions of this Ordinance; or
- (e) alter the redemption terms for any of the Bonds.

Any provision of the Bonds or of this Ordinance may, however, be amended or modified by ordinance duly adopted by the governing body of the City at any time in any legal respect with the written consent of the Registered Owners of all of the Bonds at the time Outstanding.

Without notice to or the consent of any Bondowners, the City may amend or supplement this Ordinance for the purpose of curing any formal defect, omission, inconsistency or ambiguity therein or in connection with any other change therein that is not materially adverse to the security of the Bondowners.

Every amendment or modification of the provisions of the Bonds or of this Ordinance, to which the written consent of the Bondowners is given, as above provided, shall be expressed in an ordinance adopted by the governing body of the City amending or supplementing the provisions of this Ordinance and shall be deemed to be a part of this Ordinance. A certified copy of every such amendatory or supplemental ordinance, if any, and a certified copy of this Ordinance shall always be kept on file in the office of the City Clerk and shall be made available for inspection by the Registered Owner of any Bond or a prospective purchaser or owner of any Bond authorized by this Ordinance, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental ordinance or of this Ordinance will be sent by the City Clerk to any such Bondowner or prospective Bondowner.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the City Clerk a copy of the ordinance of the City hereinabove provided for, duly certified, as well as proof of any required consent to such modification by the Registered Owners of the Bonds then Outstanding. It shall not be necessary to note on any of the Outstanding Bonds any reference to such amendment or modification.

The City shall furnish to the Paying Agent a copy of any amendment to the Bonds or this Ordinance that affects the duties or obligations of the Paying Agent under this Ordinance.

Section 804. Notices, Consents and Other Instruments by Bondowners. Any notice, consent, request, direction, approval or other instrument to be signed and executed by the Bondowners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Bondowners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds, (except for the assignment of ownership of a Bond as provided for in the form of the Bond set forth in **Exhibit A** attached hereto), if made in the following manner, shall be sufficient for any of the purposes of this Ordinance, and shall be conclusive in favor of the City and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of Bonds, the amount or amounts, numbers and other identification of Bonds, and the date of holding the same shall be proved by the Bond Register.

In determining whether the Registered Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Ordinance, Bonds owned by the City shall be disregarded and deemed not to be Outstanding under this Ordinance, except that, in determining whether the Bondowners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Bondowners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Bonds so owned that have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Bondowners the pledgee's right so to act with respect to such Bonds and that the pledgee is not the City.

Section 805. Further Authority. The officers of the City, including the Mayor, the City Manager and the City Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Ordinance and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability. Specifically, such officers are authorized to execute any documents necessary to secure a bond insurance policy for the Bonds.

Section 806. Severability. If any section or other part of this Ordinance, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Ordinance.

Section 807. Governing Law. This Ordinance shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

Section 808. Effective Date. This Ordinance shall take effect and be in full force in accordance with the City Charter.

Section 809. Electronic Transaction. The transaction described herein may be conducted and related documents may be received, delivered or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[remainder of page intentionally left blank]

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

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

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

**EXHIBIT A
TO ORDINANCE**

(FORM OF BONDS)

**UNITED STATES OF AMERICA
STATE OF MISSOURI**

**Registered
No. R-__**

**Registered
\$ _____**

**CITY OF INDEPENDENCE, MISSOURI
GENERAL OBLIGATION BOND
SERIES 2025**

Interest Rate

Maturity Date

Dated Date

CUSIP Number

_____, 2025

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

THE CITY OF INDEPENDENCE, MISSOURI, a constitutionally chartered city and political subdivision of the State of Missouri (the “City”), for value received, hereby acknowledges itself to be indebted and promises to pay to the registered owner shown above, or registered assigns, the principal amount shown above on the maturity date shown above unless called for redemption prior to said maturity date, and to pay interest thereon at the interest rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months) from the Dated Date shown above or from the most recent interest payment date to which interest has been paid or duly provided for, payable semiannually on March 1 and September 1 in each year, beginning on March 1, 2026, until said principal amount has been paid.

The principal or Redemption Price of this Bond shall be paid at maturity or upon earlier redemption by check or draft to the Person in whose name this Bond is registered on the Bond Register at the Maturity or Redemption Date thereof, upon presentation and surrender of this Bond at the payment office of **UMB BANK, N.A.** (the “Paying Agent”). The interest payable on this Bond on any Interest Payment Date shall be paid to the Person in whose name this Bond is registered on the registration books maintained by the Paying Agent at the close of business on the Record Date for such interest, which shall be the 15th day (whether or not a Business Day) of the calendar month next preceding the Interest Payment Date. Such interest shall be payable (a) by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register or (b) in the case of an interest payment to the Securities Depository or any Registered Owner of \$500,000 or more in aggregate principal amount of Bonds, by electronic transfer to such Registered Owner upon written notice given to the Paying Agent by such Owner, not less than 5 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank (which shall be in the continental United States), ABA routing number and account name and account number to which such Registered Owner wishes to have such transfer directed. The principal or Redemption Price of and interest

on the Bonds shall be payable by check or draft in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

This Bond is one of an authorized series of bonds of the City designated “General Obligation Bonds, Series 2025,” aggregating the principal amount of \$32,000,000 (the “Bonds”), issued by the City for the purpose of financing the costs of the Project, under the authority of and in full compliance with the constitution and laws of the State of Missouri, and pursuant to an ordinance duly passed (the “Ordinance”) and proceedings duly and legally had by the governing body of the City. Capitalized terms not defined herein shall have the meanings set forth in the Ordinance.

At the option of the City, Bonds may be called for redemption and payment prior to maturity on March 1, 20__ and thereafter, in whole or in part at any time at the redemption price of 100% of the principal amount thereof, plus accrued interest thereon to the redemption date.

[The Bonds maturing in the years 20__ and 20__ (the “Term Bonds”) shall be subject to mandatory redemption and payment by the City at the redemption price of 100% of the principal amount thereof plus accrued interest to the redemption date, in the principal amounts set out in the Certificate of Final Terms on March 1 of the years set out in the Certificate of Final Terms.]

Bonds shall be redeemed only in the principal amount of \$5,000 or any integral multiple thereof. When less than all of the Outstanding Bonds are to be redeemed, such Bonds shall be redeemed from Stated Maturities selected by the City, and Bonds of less than a full Stated Maturity shall be selected by the Paying Agent in \$5,000 units of principal amount by lot or in such other equitable manner as the Paying Agent may determine.

Notice of redemption, unless waived, is to be given by the Paying Agent by mailing an official redemption notice by first class mail at least 20 days prior to the Redemption Date to the original purchaser of the Bonds and each Registered Owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register maintained by the Paying Agent. Notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall, on the Redemption Date, become due and payable at the Redemption Price therein specified, and from and after such date (unless the City defaults in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest.

The Bonds constitute general obligations of the City payable from ad valorem taxes that may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. The full faith, credit and resources of the City are irrevocably pledged for the prompt payment of the Bonds as the same become due.

The Bonds are issuable in the form of fully registered Bonds without coupons in denominations of \$5,000 or any integral multiple thereof.

The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Ordinance. One Bond certificate with respect to each date on which the Bonds are stated to mature or with respect to each form of Bonds, registered in the nominee name of the Securities Depository, is being issued. The book-entry system will evidence positions held in the Bonds by the Securities Depository’s participants, beneficial ownership of the Bonds in authorized denominations pursuant to the Ordinance being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The City and the Paying Agent will recognize the Securities Depository nominee, while the registered owner of this Bond, as the owner of this Bond for all purposes, including (i) payments of principal of, and redemption premium, if any, and interest on, this Bond, (ii) notices and (iii) voting. Transfer of payments to participants of the Securities Depository,

and transfer of payments to beneficial owners of the Bonds by participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The City and the Paying Agent will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the owner of this Bond, notwithstanding the provision hereinabove contained, payments on this Bond shall be made in accordance with existing arrangements among the City, the Paying Agent and the Securities Depository.

EXCEPT AS OTHERWISE PROVIDED IN THE ORDINANCE, THIS BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY. This Bond may be transferred or exchanged, as provided in the Ordinance, only on the Bond Register kept for that purpose at the payment office of the Paying Agent, upon surrender of this Bond together with a written instrument of transfer or authorization for exchange satisfactory to the Paying Agent duly executed by the Registered Owner or the Registered Owner's duly authorized agent, and thereupon a new Bond or Bonds in any authorized denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Ordinance and upon payment of the charges therein prescribed. The City and the Paying Agent may deem and treat the Person in whose name this Bond is registered on the Bond Register as the absolute owner hereof for the purpose of receiving payments due hereon and for all other purposes.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Ordinance until the Certificate of Authentication hereon has been executed by the Paying Agent.

IT IS HEREBY DECLARED AND CERTIFIED that all acts, conditions and things required to be done and to exist precedent to and in the issuance of the Bonds have been done and performed and do exist in due and regular form and manner as required by the constitution and laws of the State of Missouri; that a direct annual tax upon all taxable tangible property situated in the City has been levied for the purpose of paying the Bonds when due; and that the total indebtedness of the City, including this Bond and the series of which it is one, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the **CITY OF INDEPENDENCE, MISSOURI**, has caused this Bond to be executed by the manual or facsimile signature of its Mayor or City Manager and attested by the manual or facsimile signature of its City Clerk and its official seal to be affixed or imprinted hereon.

[remainder of page intentionally left blank]

CERTIFICATE OF AUTHENTICATION

CITY OF INDEPENDENCE, MISSOURI

This Bond is one of the Bonds
of the issue described in the
within-mentioned Ordinance.

By: _____
City Manager

Registration Date: _____

UMB BANK, N.A.,
Paying Agent

(Seal)

ATTEST:

By _____
Authorized Signatory

City Clerk

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

Print or Type Name, Address and Social Security Number
or other Taxpayer Identification Number of Transferee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ agent to transfer the within Bond on the books kept by the Paying Agent for the registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular.

Medallion Signature Guarantee:

LEGAL OPINION

The following is a true and correct copy of the approving legal opinion of Gilmore & Bell, P.C., Bond Counsel, which was dated and issued as of the date of original issuance and delivery of the Bonds:

GILMORE & BELL
A Professional Corporation
2405 Grand Boulevard
Suite 1100
Kansas City, Missouri 64108

(LEGAL OPINION OF BOND COUNSEL)

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-065 **1R** An Ordinance amending Ordinance No.19425 and the HOME-ARP 2021-22 Annual Action Plan; and making the necessary appropriations **1R Read**

Recommendations:

Staff recommends approval.

Background:

The City Council approved Ordinance No. 19425 on March 20, 2023 adopting the HOME-ARP Allocation Plan.

The City received notice in July 2025 from U.S. Department of Housing and Urban Development (HUD) that during a recent quality control check, the City was allocated less HOME-ARP funds than it was legally entitled to receive, indicating an additional amount to be awarded.

The City has updated the HOME-ARP Allocation Plan, adding the additional \$1,880.

The increase will be equally allocated between Community Services League and Metro Lutheran Ministry who currently have contracts to administer the City's HOME-ARP Allocation Plan.

Emergency Justification:**Fiscal Impact:**

The Community Services League contract will authorize expenditure of an additional \$940. (Account 0096806.5226.CSL PO#25000151)

The Metro Lutheran Ministries contract will authorize expenditure of an additional \$940. (Account 0096806.5226.MLM PO# 25000163)

Council Action:

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

REVIEWERS

Tom Scannell
Melissa Cabrera
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. HOME ARP Annual Action Plan Amendment Ordinance 2025 (Word)
2. HOME ARP Annual Action Plan Amendment Ordinance 2025 (PDF)
3. Ord.No.19425 - Signed
4. HOME ARP 2023 ADMENDED July 11 2025
5. CSL Change Order No. 1 HOME ARP
6. MLM Change Order No. 1 HOME ARP

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 19425 AND THE 2021-22 ANNUAL ACTION PLAN; AND MAKING THE NECESSARY APPROPRIATIONS.

WHEREAS, Ordinance No. 19425 was approved by the City Council on March 20, 2023; and,

WHEREAS, HUD notified the City of Independence that their HOME-ARP allocation would increase \$1,880 for a total award amount of \$1,686,733 in HOME-ARP funding; and,

WHEREAS, the City has amended the amounts therein HOME-ARP Allocation Plan in accordance with HUD and HOME-ARP guidelines; and,

WHEREAS, the City has contracts with Community Services League and Metro Lutheran Ministries to administer the HOME-ARP Allocation Plan.

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

SECTION 1. That Section 1 of Ordinance No. 19425 approved by the City Council on March 20, 2023 is hereby amended to add the additional \$1,880 to the HOME-ARP Allocation Plan:

HOME – FY 2021-22

HOME

Administration	\$ 46,533.00
Community Housing Development Organization (CHDO)	\$ 69,800.00
CHDO Operating Funds	\$ 23,267.00
Single & Multi-Family Housing Projects	\$ 343,764.80
HOME-ARP	<u>\$1,686,733.00*</u>
Total	\$2,170,097.80

*Denotes amounts adjusted by HOME-ARP Funding

SECTION 2. That upon HUD's acceptance of the City's application, the City Manager is authorized to exercise any and all necessary powers available to him to obtain HOME Program funding, and to implement those projects listed in the HOME-ARP Allocation Plan and the Annual Action Plan, including execution of HUD funding agreements and sub-grant Agreements for the administration of said projects.

SECTION 3. That upon the final execution of funding agreements between the City and HUD, appropriations are hereby authorized to be increased for the purposes and from the sources listed on this ordinance.

SECTION 4. That all other parts and provisions of Ordinance No. 19425 shall remain in full force and effect.

SECTION 5. That the HOME-ARP contract between the City and Community Services League is hereby authorized to be increased \$940.

SECTION 6. That the HOME-ARP contract between the City and Metro Lutheran Ministry is hereby authorized to be increased \$940.

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 and Administration
City of Independence, Missouri

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 19425 AND THE 2021-22 ANNUAL ACTION PLAN; AND MAKING THE NECESSARY APPROPRIATIONS.

WHEREAS, Ordinance No. 19425 was approved by the City Council on March 20, 2023; and,

WHEREAS, HUD notified the City of Independence that their HOME-ARP allocation would increase \$1,880 for a total award amount of \$1,686,733 in HOME-ARP funding; and,

WHEREAS, the City has amended the amounts therein HOME-ARP Allocation Plan in accordance with HUD and HOME-ARP guidelines; and,

WHEREAS, the City has contracts with Community Services League and Metro Lutheran Ministries to administer the HOME-ARP Allocation Plan.

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

SECTION 1. That Section 1 of Ordinance No. 19425 approved by the City Council on March 20, 2023 is hereby amended to add the additional \$1,880 to the HOME-ARP Allocation Plan:

HOME – FY 2021-22

HOME

Administration	\$ 46,533.00
Community Housing Development Organization (CHDO)	\$ 69,800.00
CHDO Operating Funds	\$ 23,267.00
Single & Multi-Family Housing Projects	\$ 343,764.80
HOME-ARP	\$1,686,733.00*
Total	\$2,170,097.80

*Denotes amounts adjusted by HOME-ARP Funding

SECTION 2. That upon HUD's acceptance of the City's application, the City Manager is authorized to exercise any and all necessary powers available to him to obtain HOME Program funding, and to implement those projects listed in the HOME-ARP Allocation Plan and the Annual Action Plan, including execution of HUD funding agreements and sub-grant Agreements for the administration of said projects.

SECTION 3. That upon the final execution of funding agreements between the City and HUD, appropriations are hereby authorized to be increased for the purposes and from the sources listed on this ordinance.

SECTION 4. That all other parts and provisions of Ordinance No. 19425 shall remain in full force and effect.

SECTION 5. That the HOME-ARP contract between the City and Community Services League is hereby authorized to be increased \$940.

SECTION 6. That the HOME-ARP contract between the City and Metro Lutheran Ministry is hereby authorized to be increased \$940.

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 and Administration
City of Independence, Missouri

BILL NO. 23-018
ORDINANCE NO. 19425

AN ORDINANCE APPROVING THE AMENDED 2021-2022 ANNUAL ACTION PLAN AND ADOPTING THE HOME-ARP ALLOCATION PLAN; AND MAKING THE NECESSARY APPROPRIATIONS.

WHEREAS, the American Rescue Plan was signed into law on March 11, 2021 to provide federal funding to address the ongoing impact of the COVID Pandemic on the national economy, public health, state and local governments businesses and citizens; and,

WHEREAS, Congress allocated ARP funding to be administered by the U.S. Department of Housing & Urban Development (HUD) as part of the department's Home Investment Partnership Program (HOME-ARP), to address qualifying populations to include homeless individuals and families, persons at risk of homelessness, and other vulnerable populations at risk of homelessness; and,

WHEREAS, HUD notified the City of Independence that, pending an approved HOME-ARP Allocation Plan, it is allocated \$1,684,853 in HOME-ARP funding; and,

WHEREAS, HUD requires the Participating Jurisdiction (PJ) to develop a HOME-ARP Allocation Plan and amend their Fiscal Year 2021-22 Annual Action Plan prior to submitting the HOME-ARP Allocation Plan to HUD; and,

WHEREAS, the City has developed the HOME-ARP Allocation Plan in accordance with HUD and HOME-ARP guidelines.

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

SECTION 1. That the City Manager is hereby authorized and directed to submit the substantial amendments in accordance with the process for submitting the HOME-ARP allocation plan to HUD and recommending the following changes to the HOME program for the FY 2021-2022 Program Year:

HOME – FY 2021-2022

HOME

Administration	\$ 46,533.00
Community Housing Development Organization (CHDO)	\$ 69,800.00
CHDO Operating Funds	\$ 23,267.00
Single & Multi-Family Housing Projects	\$ 343,764.80
HOME-ARP	\$1,684,853.00*
Total	\$2,168,217.80

*Denotes amounts adjusted by HOME-ARP Funding

SECTION 2. That upon HUD's acceptance of the City's application, the City Manager is authorized to exercise any and all necessary powers available to him to obtain HOME Program funding, and to implement those projects listed in the HOME-ARP Allocation Plan and the Annual Action Plan,

including execution of HUD funding agreements and sub-grant Agreements for the administration of said projects.

SECTION 3. That upon the final execution of funding agreements between the City and HUD, appropriations are hereby authorized to be increased for the purposes and from the sources listed on this ordinance.

PASSED THIS 20th DAY OF March, 2023, BY THE CITY COUNCIL OF
THE CITY OF INDEPENDENCE, MISSOURI.



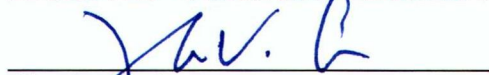
Presiding Officer of the City Council
of the City of Independence, Missouri

ATTEST:



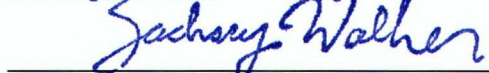
City Clerk

APPROVED - FORM AND LEGALITY:



City Counselor

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 and Administration
City of Independence, Missouri



HOME-ARP Allocation Plan

Prepared by

**Crystal & Company for the
City of Independence, MO**

March 22, 2023

Revision History

HOME-ARP Allocation Plan – July 10, 2025

City of Independence HOME-ARP Allocation Plan

Preface

The American Rescue Plan was signed into law on March 11, 2021 to provide federal funding to address the ongoing impact of the COVID Pandemic on the national economy, public health, state and local governments businesses and citizens.

To address these needs Congress allocated ARP funding to be administered by the U.S. Department of Housing & Urban Development as part of the department's Home Investment Partnership Program (HOME-ARP), to address qualifying populations to include homeless individuals and families, persons at risk of homelessness, and other vulnerable populations at risk of homelessness. Specifically:

- Homeless (as defined by section 103(a) of the McKinney-Vento Homeless Assistance Act;
- Fleeing or attempting to flee domestic violence, dating violence sexual assault, stalking, or human trafficking as defined by the Secretary;
- Other populations where providing supportive services or assistance that prevents homelessness or would serve those with the greatest risk of housing instability; and,
- Veterans and families that include a veteran that meet one of the proceeding criteria.

Allowable activities using HOME-ARP funds to address the aforementioned needs include: development and support of affordable housing; tenant-based rental assistance (TBRA); supportive services; and, the acquisition or redevelopment of non-congregate shelter units.

HUD notified the City of Independence that, pending an approved HOME-ARP Allocation Plan, it is allocated \$1,686,733.00 in HOME-ARP funding. After receiving consultation, input from stakeholders, and statistical research, the City developed this HOME-ARP Allocation Plan describing planned activities to address the qualified target group clientele noted above. All HUD required (in HUD CPD Notice 21-10), fully executed documents are attached in the Appendix of this HOME-ARP Allocation Plan.

Consultation

Describe the consultation process including methods used and dates of consultation:

The initial consultation process included telephone interviews with the entities noted below during the months of September and October of 2022 in addition to an initial Public Meeting with these and other relevant entities on October 19, 2022 to elicit input on needs and relevant issues associated with the HOME-ARP clientele. Once the draft HOME-ARP Allocation Plan was prepared, it was subjected to the public review and comment process occurring from February 10, 2023 through March 13, 2023 as well as in the final, mandatory Citizen Participation meeting executed on February 16, 2023.. The Independence Plan also secured City Council review and approval in March of 2023 prior to submission to HUD.

List The Organizations Consulted

Organizations initially consulted by phone in September and October of 2022, solicited for attendance at the two Citizen Input meetings on October 19, 2022 and February 16, 2023 and sent copies of the draft HOME-ARP Allocation Plan on February 10, 2023 seeking input/comment.

Agency/Org Consulted	Type of Agency/Org	Method of Consultation	Feedback
Independence Housing Authority	PHA	Tel. Interview and/or Citizen Participation Meeting	Need for assistance with client security deposits and application fees to secure adequate housing.
Greater Kansas City Homeless Coalition	Reg'l Continuum of Care	Tel. Interview	First priority on funding use for Non-Congregate Care shelter facilities, then for supportive services and finally, rental housing production.
Hope House	Area Domestic Violence Non-Profit	Tel. Interview and/or Citizen Participation Meeting	Rental supports to keep folks in their dwellings coupled with the key supportive services and bridge housing endeavors for transitional dwelling support.
Hillcrest Transitional Housing	Area Non-Profit Homeless Provider	Tel. Interview and/or Citizen Participation Meeting	Preservation and development of bridge (transitional) housing, case management assistance and other support services for homeless persons and those at-risk and short-term rental supports and possible aid to hike FMRs if/as needed.
Mother's Refuge	Area Pregnant Parenting Young Moms Non-Profit (sometimes Dom. Violence)	Tel. Interview and/or Citizen Participation Meeting	Identified gaps in services for this clientele and affordable housing. Definite interest in non-congregate care shelter support and a variety of supportive services, among others. A concern that HUD rules allow for clients breaking prudent rules oriented to the clientele may be eliminated from securing HUD aid.
Community Services League/United Way Of Greater Kansas City	Area Non-Profit Homeless – Prevention	Tel. Interview and/or Citizen Participation Meeting	Homeless prevention a priority for those folks right on the line. Thus, the first key need is targeted, short-term rental supports to keep folks in their dwellings coupled

			with the key supportive services; and secondly bridge housing endeavors to re-constitute homeless persons in transitional dwellings that might involve TBRA plus targeted supportive services. Investigate resources to hike fair market rent levels.
Salvation Army EA	Non-Profit Homeless Provider	Tel. Interview and/or Citizen Participation Meeting	Rental deposit support, transportation support via vouchers or direct services and employment/training aid.
Kansas City United Way (Vets support)	Area Non-Profit	Tel. Interview and/or Citizen Participation Meeting	See information above derived from the Community Service League (CSL).
Disabilities Advocate – ARC Of The Ozarks	Area Non-Profit	Tel. Interview and/or Citizen Participation Meeting	Emphasis on need for transportation services but also other supportive services, n/p rentals, TBRA and rental deposit assistance.
Metro Lutheran Ministries	Area Non-Profit - religious	Tel. Interview and/or Citizen Participation Meeting	Allocations for supportive services (case mgm't, transportation, job & life skills, empl & training, rental deposits, etc), TBRA and permanent rental development.
Truman Heritage Habitat For Humanity	Area Non-Profit	Tel. Interview and/or Citizen Participation Meeting	Desire for sustaining impacts from limited funds. Preference for rental housing (transition to ownership if possible), shelter development and targeted support services.
Salvation Army Crossroads	Kansas City, MO Local Government	Tel. Interview and/or Citizen Participation Meeting	Need for rental housing production, shelter development and targeted supportive services (utility assistance, short rental aids, credit assistance, etc).
Drum Farm Organization For Children	Area Non-Profit	Tel. Interview and/or Citizen Participation Meeting	Priority needs for transportation vouchers (Uber, Lyft, etc), transitional rental housing in the form of duplexes, targeted TBRA, etc.

Summarize feedback received and results of upfront consultation with these entities:

The feedback from the consultation conducted with the entities noted above via telephone interviews and the Public Meeting conducted are presented below.

**HUD Home-American Rescue Program (ARP) & Plan
Citizen Participation Meeting Minutes**

Wednesday, October 19, 2022, at 11:00 a.m.

Citizens Present

Amber Bauer – Greater Kansas City Coalition to End Homelessness

Patricia Hernandez – Greater Kansas City Coalition to End Homelessness

Roland Walker – Oikos Development Corporation

Online Participants

Christina Leakey – Truman Habitat for Humanity

Evalyn Duffy – Community Service League

Kelsi Green – Mother's Refuge

Heather Figley – Independence Public Housing Authority

Stephanie Boyer – ReStart

Sarah Wimberly – Independence Ministerial Alliance

Rich Crystal – Crystal & Co (Consultant for the City of Independence)

Staff Present

Adrienne Fight – Community Development Program Administrator

Miranda Rice – Assistant to the Director

Tom Scannell – Director, Community Development Department

A hybrid meeting for public comment was held at City Hall, Conference Rm D, as well as via Microsoft Teams at 11:00 a.m. on October 19, 2022. The meeting was called to order.

OVERVIEW OF First HOME-ARP Citizen Participation Meeting

Rich Crystal explained...

- Purpose of meeting is to secure input associated with the City of Independence HOME-ARP plan and program.
- HOME-ARP Funding is oriented to assist homeless person, those at risk of homelessness and other special need type clientele.
 - HOME-ARP Program established March 2021
 - City of Independence will receive about 1.68 million in HOME-ARP Funds (one time allocation)
 - Program funding will need to be expended by September 2023
- Kansas City, KS will receive 3.3 million in HOME-ARP funds
- Kansas City, MO will receive 8.3 million in HOME ARP Funds

REQUEST FOR HOME-ARP ALLOCATION PLAN INPUT FROM CITIZENS

- *PRIORITIES, IDEAS, OR PERSPECTIVES AS THEY RELATE TO POPULATIONS THAT SHOULD BE SERVED BY HOME-ARP FUNDS*
- Amber Bauer:
 - Focus on how current rent rates compare to family's net income. Families spending 30%+ in rent will be at risk for homelessness. This population in the community should be taken into consideration.
 - Much of the current data that we have available to us to evaluate housing insecurity is pre-pandemic. Post pandemic data will most like yield greater numbers, and we need to take that into consideration.
- Stephanie Boyer:
 - Lack of affordable housing options across the metro, for families in that 30% AMI range
 - Lack of affordable housing options that do not have a subsidy attached.
 - Housing situation has been exacerbated by the pandemic.
 - Housing Authority waiting list (public housing) is not a viable option due to the number of families currently on it.
 - Difficulty getting sheltered families into public housing, and out of shelters to make room for families falling into homelessness due to current economic climate, because there just are not enough affordable housing options available.
 - More conversation and thought around how we design housing opportunities.
 - More conversation and thought around families with income ranges outside that which would qualify for subsidized housing but are being put at risk for homelessness every day. Need to find a way to "shut off the valve" of families falling into homelessness and needed shelter services.
- Amber Bauer
 - Possibility of a regional approach with these funds? Regional strategic plan?
 - Within the region, Kansas City MO, and Kansas City, KS we are sharing populations. Members of this population are using the same resources and the same agencies across the region.
- Stephanie Boyer
 - Would love to see a regional long-term vision or approach to this funding.
 - This could foster opportunities in the future for public-private partnerships
- Amber Bauer
 - Prevention of homelessness is important, but we also need to look at providing supportive services to these population in the now.
 - Address the needs of those currently dealing with street homelessness
 - Drop-In Centers? Places for street homeless to shower, get their mail, etc.
- *IDEAS AND SUGGESTIONS ON ELIGIBLE PROGRAM PROJECTS*
- Christina Leakey
 - Major issue is getting Section 8 vouchers out on the streets due to a lack of units that would qualify for the program. Could funding be use toward assisting with bringing units up to qualification standards?

- There is a need for assistance with rental deposits required by landlords in order to allow occupancy of a approved tenant. This need is not typically met by the Housing Authority.
- Amber Bauer
 - Another issue as the rent moratorium ends, several landlords are deciding just not to take Section 8/Housing Choice vouchers, because they are realizing due to the lack of supply, they can get market rate for their units. This effect the number or available subsidized units in the community as well.
- Christina Leakey
 - Possibility of using funds to help non-profits acquire units that could/should be section 8. This way a non-profit with a commitment to providing affordable housing and accepting those vouchers would be able to collaborate with the Housing Authority. Two organization with similar goals.
- Stephanie Boyer
 - Getting families over the hurdle of rental deposits or just providing the resources to move, would assist population at risk of homelessness.
 - Would like to see some landlord engagement in the work.

ADJOURN

All of the aforementioned input was analyzed by the City of Independence and the decision was made by city officials to focus 65% of its HOME-ARP allocation and program endeavors for eligible, rental financial assistance costs to prevent homelessness in Independence and the balance of 35% of resources for eligible supportive services.

Public Participation

Describe the public participation process, including information about and the dates of the public comment period and public hearing(s) held during the development of the plan:

- ***Date(s) of public notice:*** 10/4/2022
- ***Public comment period:*** The public *comment period on the draft Independence HOME-ARP Allocation Plan extended from February 10, 2023 through March 13,, 2023.*
- ***Date(s) of public hearing:*** 2/16/2023

Describe The Public Participation Process

To reiterate as noted above, the consultation process included telephone interviews with the entities noted earlier during the months of September and October of 2022 in addition to an initial Citizen Input Hearing with these and other relevant entities on October 19, 2022 to elicit input on needs and relevant issues associated with the HOME-ARP clientele. Once the draft HOME-ARP Allocation Plan was prepared, it was subjected to the public review and comment process extending from February 10, 2023 through March 13, 2023 as well as the mandatory final Citizen Public Hearing meeting. The second and final Citizen Input Public Hearing Meeting was conducted on February 16, 2023 to solicit input on the draft Independence HOME-ARP Allocation Plan (also noted earlier in this HUD template). Prior to HUD submission, the draft

Independence HOME-ARP Allocation Plan was subjected to Independence City Council review and adoption in March of 2023.

Describe Efforts To Broaden Public Participation:

To reiterate, in addition to consulting with relevant entities/stakeholders during September and October of 2022 described earlier, two Citizen Participation Meetings were held on October 19, 2022 and February 16, 2023 to secure input on relevant needs and approaches to assist the HOME-ARP clientele and secure feedback on the draft HOME-ARP Allocation Plan. Citizen input was also secured during the City Council process to review and approve the HOME-ARP Plan executed in March of 2023 prior to HUD Plan submission. The City of Independence provided final citizen participation notices, the final Citizen Input Meeting Agenda and the draft HOME-ARP Allocation Plan to citizens and stakeholders in English and Spanish. The City will provide this plan on the City of Independence Community Development Department website in both English and Spanish during the public comment period. The City will also provide copies of this plan in 7 locations for the public to access during the public comment period. These locations are:

City Hall
111 E Maple Ave (2nd floor)

Independence Housing Authority
4215 S Hocker Dr
BLDG 5
Independence MO 64055

Palmer Center
218 N Pleasant St
Independence MO 64050

Fairmount Community Center
217 S Cedar Ave,
Independence MO 64053

Midwest Genealogy Center
3440 S Lee's Summit Road
Independence, MO 64055

North Independence
317 W 24 Hwy
Independence, MO 64050

South Independence
13700 E 35th St South
Independence, MO 64055

Summarize the comments and recommendations received through the public participation process either in writing, or orally at a public hearing:

Initial comments/input received (predominantly oral) from the initial public participation process are previously noted in the 'List Of The Organizations Consulted' and the 'Summarization Of

Feedback Received And Results Of Upfront Consultation' in this template. Comments received on the draft Independence HOME-ARP Allocation Plan follow.

HUD Home-American Rescue Program (ARP) & Plan

Citizen Participation Meeting Minutes

Thursday, February 16, 2023, at 11:00 a.m.

Citizens Present

Cristina Leahey – Truman Habitat for Humanity

Online Participants

Roland Walker – Oikos Development Corporation

Racheal Lane - Salvation Army, Emergency Assistance

Bridget McCandless – Independence City Council

Rich Crystal – Crystal & Co (Consultant for the City of Independence)

Ilene Shehan – Hope House

Staff Present

Adrienne Fight – Community Development Program Administrator

Tom Scannell – Director, Community Development Department

A hybrid meeting for public comment was held at City Hall, Conference Rm D, as well as via Microsoft Teams at 11:00 a.m. on February 16th, 2023. The meeting was called to order.

OVERVIEW OF HOME-ARP Program

Rich Crystal explained...

- City of Independence will receive about 1.68 million in HOME-ARP resources.
 - Resources intended to assist homeless and those at risk of homelessness.
 - Other populations intended for HOME-ARP: special needs clientele.
 - Other uses for HOME-ARP: Tenant-based Rental Assistance, Developing Affordable Housing, Development of Shelters, Congregate and Non-Congregate Shelters
- Purpose of meeting is to secure input associated with the City of Independence HOME-ARP Allocation plan and program.

HOME ARP ALLOCATION PLAN

- Needs Assessment conducted by the Continuum of Care was utilized heavily to develop HOME-ARP Allocation Plan

- Strong comparisons were analyzed between current homeless population (sheltered and unsheltered – PIT count about 115) and at-risk of homelessness population (about 3500)
- Administrator of the Jackson County ERAP (Emergency Rental Assistance Program) reported 65% of resources were allocated in the Independence area.
- At-risk of homelessness population identified as a focus in the City's approach to the HOME-ARP allocation plan
- 65% of HOME-ARP funds dedicated to short term rental support. 35% of HOME-ARP funds dedicated to general supportive services.
- Draft of HOME-ARP has been made available publicly on various platforms.
- HOME-ARP Allocation Plan will go to City Council in March 2023
- Public Comment period will run from February 10th to March 13th 2023
- Plan will be submitted to HUD on March 31st 2023

REQUEST FOR HOME-ARP ALLOCATION PLAN INPUT FROM CITIZENS

- Christina Leakey
 - Has there been any research on how much of the 65% of ERAP Funds that were spent here in Independence when to the targeted populations that the HOME-ARP Allocation plan will be looking to serve
 - Because of the income restrictions tied to the HOME-ARP program, it may take more work to find eligible clients to utilize these funds.
 - Another factor to pay attention to is the availability of units for low-mod tenants to rent. Scarcity of available affordable units has become a problem.
 - For tenants that apply for rental assistance through this program, will there be requirements or standards for the units themselves in order for the tenant to receive the support?

ADJOURN

Summarize Any Comments Or Recommendations Not Accepted And State The Reasons Why

No written comments received on the HOME-ARP Allocation Plan during the public comment period extending from 2/9/23 to 3/13/23. The items mentioned in the citizen participation meeting have generally been reviewed and factored into the Allocation Plan.

Needs Assessment and Gaps Analysis

Introduction

The following section will describe the shelter and supportive services situation for people experiencing homelessness, people experiencing domestic violence and people receiving housing services within the Jackson County MO Continuum of Care region as data is available from the latest 2022 Point-In-Time (PIT) counts, etc. Information is specifically provided for the City of Independence concerning non-homeless populations most at risk of experiencing homelessness derived from the latest 2019 CHAS data from HUD.

Demographics

Describe the size and demographic composition of qualifying populations within the City of Independence boundaries:

HOME-ARP funds must be used to primarily benefit individuals or families from the following qualifying populations (QPs):

- Homeless – refer to the “People Experiencing Homelessness in The Jackson County MO Continuum Of Care Region Pursuant To 24 CFR 91.5” in this section of the Plan.
- At-Risk of Homelessness – refer to the “People At Most Risk of Experiencing Homelessness in the City Of Independence Pursuant To 24 CFR 91.5” in this section of the Plan.
- Fleeing, or Attempting to Flee, Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking – refer to the “People Fleeing, or Attempting to Flee, Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking in The Jackson County MO Continuum Of Care Region” in this section of the Plan.
- Other Populations - refer to the “People At Most Risk of Experiencing Homelessness in the City Of Independence Pursuant To 24 CFR 91.5” in this section of the Plan.
 - #1) Other Families Requiring Services or Housing Assistance to Prevent Homelessness, or
 - #2) At Greatest Risk of Housing Instability

The City of Independence population grew slightly from 116,830 in 2010 to 122,088 presently. There has not been a significant change in the racial or ethnic makeup within the city during this period. A significant proportion of households in the City of Independence in 2019 have housing problems, particularly cost burdens, with 27% of households experiencing cost burdens. Renter households are particularly impacted by cost burdens, at a rate of 41%. Per the City of Independence Analysis Of Impediments To Fair Housing Choice (AI), the location of renters in distress were in the central and western portions of the locality (from 2015-2019) where a higher incidence of minorities were situated. Homeless and victims of domestic violence are dealt with on a regional basis in the Jackson County CoC. Per the regional GKCCEH Needs Assessment prepared in 2020, only 5.12% of unsheltered homeless and 10.7% of sheltered homeless individuals were situated in Independence. Noted later in this Plan, Independence contains a much more significant volume of persons ‘at risk’ of homelessness and this has motivated the city’s HOMEARP programmatic direction and approach for these HUD resources.

People Experiencing Homelessness in The Jackson County MO Continuum Of Care Region Pursuant To 24 CFR 91.5

According to the latest available Jackson County MO 2022 Point-In-Time (PIT) Homeless Count, local data collected indicated that 1,582 people were experiencing homelessness in the region, with 711 of them reported to be unsheltered and the balance of folks (871) in shelters. In 2019 (pre-covid), a total of 1,843 people were experiencing homelessness with 243 unsheltered and the balance sheltered.

For the 2022 PIT Count, 977 or 62% of the population identified as male, 578 or 36.5% identified as female, and 27, or about 1.7% identified as transgender or gender non-conforming, etc. The ethnic breakdown of the PIT Count indicates the majority or 89% identifying as Non- Hispanic and 11% as Hispanic reflecting their overall proportion of the city population. Noted on the following Table, 54% of homeless persons were White, 36% were African American and the balance of 10% distributed among other or persons of multiple races. Unfortunately, African

Americans are experiencing homelessness at a rate much greater than their proportion of the City of Independence population of 8.5%.

2022 Point-in-Time Count MO-604-MO Kansas City/Independence/Lee's Summit/Jackson County CoC

Race (Adults & Children)	Sheltered			Unsheltered	Total
	Emergency	Transitional	Safe Haven		
White	177	260	9	412	858
Black or African American	169	169	6	232	576
Asian)	3	3	0	5	11
American Indian or Alaska Native	8	8	0	15	31
Native Hawaiian or Other Pacific Islander	1	0	1	4	6
Multiple Races	28	29	0	43	100

According to the 2022 PIT Count, key highlights of homeless persons and special populations experiencing such include:

- The number of persons in households without children was 1,188, of which 510 were sheltered and the balance of 678 unsheltered.
- The number of persons in households with at least one adult and one child was 347, of which 341 were sheltered and 6 were not.
- The number of veterans experiencing homelessness is estimated at 149 persons, of which 48 were unsheltered and the balance of 101 were sheltered.
- In the 2021 PIT Count, the number of persons who were counted that identified as adult survivors of domestic violence was 232, of which 168 were in Emergency shelters, 36 in Transitional and 28 were unsheltered. Indicated below, in the 2022 PIT Count, 76 identified as adult survivors of domestic violence of which 48 were unsheltered and the balance of 28 were sheltered. A significant decline from 2021 to 2022.
- It is estimated that 93 unaccompanied homeless youth were evident, of which 68 were in shelters and 25 were unsheltered. Most were between the ages of 18 to 24. These homeless youth tended to be evenly split by gender and were comprised of 51% White and 40% African American.
- The number of adults and children who meet the definition of chronically homeless was 305, of whom 40 were sheltered and 265 not.
- Note the special needs population estimates below.

2022 Point-in-Time Count MO-604-MO Kansas City/Independence/Lee's Summit/Jackson County CoC

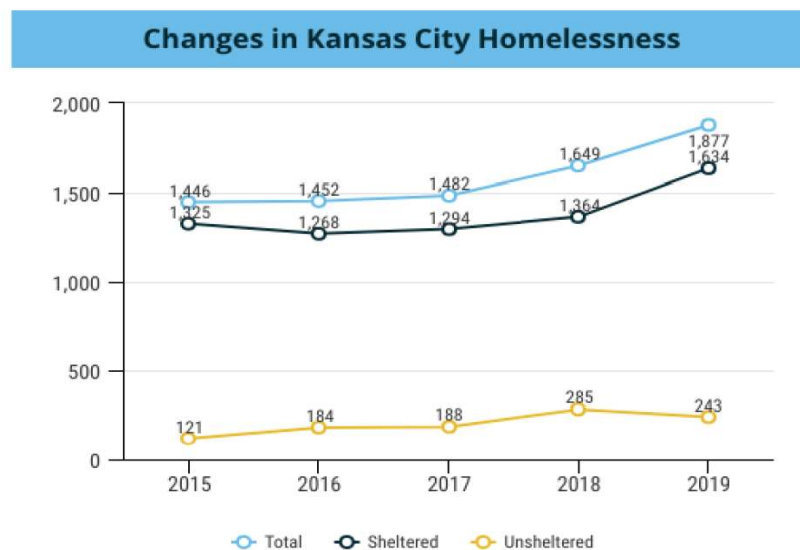
Other Homeless Subpopulations

	Sheltered			Unsheltered	Total
	Emergency	Transitional	Safe Haven		
Adults with a serious Mental Illness	13	20	0	205	238
Adults with a Substance Use Disorder	2	13	0	132	147
Adults with HIV/AIDS	1	17	0	13	31
Adult Survivors of Domestic Violence	10	18	0	48	76

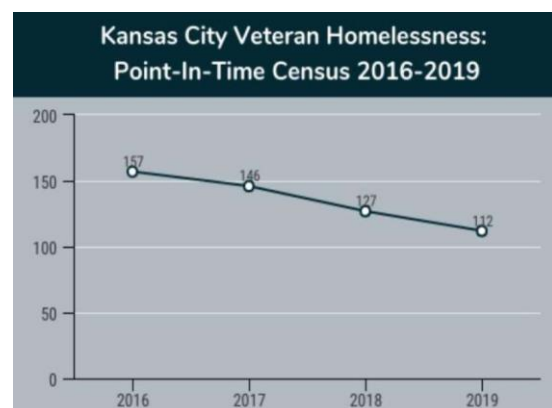
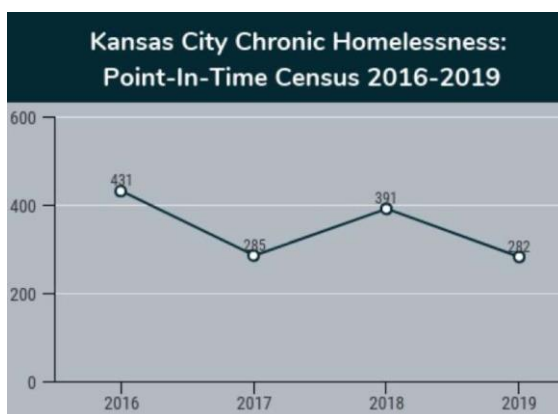
Per the regional GKCCEH Needs Assessment prepared in 2020, the length of homelessness in months for persons before prior to their Coordinated Entry into the homeless system is noted first by the following cohorts with the average length of homeless follow:

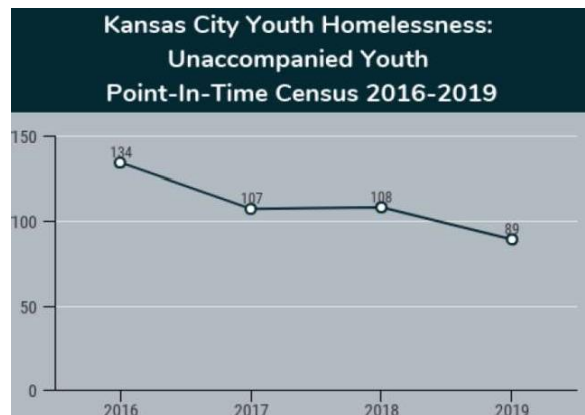
- Youth (17-24)... 10.5 months (pre CE entry) and total avg. length of homeless is 28.5 months
- Ages 25-60... 11.8 months (pre CE entry) and total avg. length of homeless is 23.8 months
- Seniors (ages 61+)... 10.8 months (pre CE entry) and total avg. length of homeless is 25.9 months
- Veterans... 6.9 months (pre CE entry) and total avg. length of homeless is 16.3 months
- Families With Children... 5.7 months (pre CE entry) and total avg. length of homeless is 21.9 months
- Survey Average... 11.4 months (pre CE entry) and total avg. length of homeless is 24.3 months

Evidenced on the chart below, the incidence of homelessness in the Kansas City CoC region increased from 2015 to 2019. The decline evident at 1,425 persons from the 2022 PIT are the result of the covid pandemic and likely reporting factors.



Graphic depictions of varying categories of homeless persons pre-pandemic from the GKCCEH 2019 Annual Report offer insight into the likely current levels of this clientele.





People At Most Risk of Experiencing Homelessness in the City Of Independence Pursuant To 24 CFR 91.5

People who are at most risk of homelessness include individuals and families who have an annual income below 30% of median family income for the area and do not have sufficient resources or support networks immediately available to prevent them from moving to an emergency shelter. According to Comprehensive Housing Affordability Strategy (CHAS) 2015- 2019 data, there are 5,445 renters with incomes at or below 30% Area Median Income (AMI), and an additional 4,055 renters at or below 50% AMI within the city. Combined, these 9,500 households represent households with incomes that put them most at risk of experiencing homelessness within the community.

CHAS data also details the living situations of those renters that can put them at further risk of homelessness based on housing problems or rent cost burdens they are experiencing in their current living situation. Cost burden is the ratio of housing costs to household income. HUD defines the four housing problems as: incomplete kitchen facilities; incomplete plumbing facilities; more than 1 person per room; and cost burden greater than 30%. HUD further defines the four severe housing problems as: incomplete kitchen facilities; incomplete plumbing facilities; more than 1 person per room; and cost burden greater than 50%. For renters, housing cost is defined to include gross rent (contract rent plus utilities).

Within Independence, per the most recent HUD CHAS data (2019), there are approximately 5,455 renter households in Independence earning less than 30% of the area median, of which 3,985 or 73% had at least one of four problems related to housing distress (incidence of being cost burdened, being overcrowded and/or residing in substandard dwelling units). Approximately 2,965 or 74% of these renter households are severely cost burdened (paying more than 50% of their income for housing). These households hold the greatest risk of homelessness in Independence and represent a very significant level at 16% of the community renter population. An additional 570 renter households earning from 31 to 50% of the area median who are severely cost burdened, bringing the total of renters at significant risk of homelessness in Independence to **3,535 or 19% of all renters**. See excerpts from the relevant HUD CHAS tables below.

Displaying data for Independence city, Missouri
Year Selected: 2015-2019 ACS

Income Distribution Overview	Owner	Renter	Total
Household Income <= 30% HAMFI	2,765	5,445	8,210
Household Income >30% to <=50% HAMFI	3,840	4,055	7,895
Household Income >50% to <=80% HAMFI	6,675	4,375	11,050
Household Income >80% to <=100% HAMFI	4,070	2,180	6,250
Household Income >100% HAMFI	11,820	2,870	14,690
Total	29,170	18,920	48,085
Housing Problems Overview ¹	Owner	Renter	Total
Household has at least 1 of 4 Housing Problems	5,755	8,295	14,050
Household has none of 4 Housing Problems OR cost burden not available, no other problems	23,415	10,625	34,040
Total	29,170	18,920	48,085

Unfortunately, the national advent of extensive inflationary conditions coupled with the overall lack of an affordable housing supply exacerbate the problems for these 3,535 renter households and undoubtedly indicate an undercount for folks in need. Note the unfortunate upward trend evident in Jackson County, Missouri for evictions since the termination of the COVID rental moratorium in mid- 2021.



The Independence Housing Authority serves the city and other regions within Jackson County. The Independence Housing Authority operates 1,468 units of Section 8 rental assistance and 505 units of public housing support. The thousands of clients benefitting from these resources are at-risk of becoming homeless without them.

People Fleeing, or Attempting to Flee, Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking in The Jackson County MO Continuum Of Care Region

Mentioned earlier, in the 2021 PIT Count, the number of persons who were counted that identified as adult survivors of domestic violence was 232, of which 168 were in Emergency shelters, 36 in Transitional and 28 were unsheltered. In the 2022 PIT Count, 76 identified as adult survivors of domestic violence of which 48 were unsheltered and the balance of 28 were sheltered. A significant decline from 2021 to 2022.

Discussions with Hope House and Mother's Refuge, two non-profits with shelters/services situated in Independence serving victims of domestic violence, indicated client needs included rental supports to keep folks in their dwellings coupled with the key supportive services and bridge housing endeavors for

transitional dwelling support. In addition to affordable housing needs, stakeholders noted a need for non-congregate care shelter support and a variety of supportive services, etc.

Unmet Housing And Services Needs

Describe the unmet housing and service needs of qualifying populations, including but not limited to:

- **Sheltered and unsheltered homeless populations defined in 24 CFR 91.5;**
- **Those currently housed populations at risk of homelessness defined in 24 CFR 91.5;**
- **Other families requiring services or housing assistance or to prevent homelessness;**
- **Those at greatest risk of housing instability or in unstable housing situations; and,**
- **Fleeing, or Attempting to Flee, Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking.**

Sheltered and unsheltered homeless populations defined in 24 CFR 91.5

While there were 711 unsheltered persons and 871 sheltered persons experiencing homelessness on a given night in 2022 as identified by the Point-in-Time Count, there are more people who experience homelessness throughout the year than during any one night. Anecdotal feedback solicited through consultation from homeless providers suggests that homelessness may well have risen since 2022 given the onset of excessive inflationary conditions, the overall lack of affordable housing and significantly rising rental levels.

Unmet City Of Independence Affordable Housing Needs To Prevent Homelessness

In the City of Independence, there is an increasingly worsening shortage of rental housing that are both affordable, in good condition and available to the extremely- and low- income households (with incomes at or below 50% AMI) and severely cost burdened paying more than 50% of their income on housing. Noted earlier, 2019 CHAS data for Independence indicated 3,535 households or 19% of the city's renter households fell into this category thus placing them at serious risk of homelessness.

According to consultation with local providers, the following challenges are evident to serve the HOME-ARP targeted clientele in Independence and the Jackson County CoC region:

- ✓ Housing Service providers are struggling to meet the additional care needs of their clients;
- ✓ Housing program administrators are struggling to locate landlords willing to rent to low-income households, including those with housing subsidies or vouchers. Unused vouchers impact the effectiveness of housing vouchers in our community.
- ✓ Housing service providers are reporting an increase in landlords not renewing leases due to household inability to pay for rent increases.
- ✓ There is a significant unmet need between the number of households that could receive assistance for rent and the number of vouchers and units publicly available to support those households.
- ✓ The need for affordable housing outpaces the availability of vouchers and units.

Independence contains a much more significant volume of persons 'at-risk' of homelessness and this has motivated the city's HOME-ARP programmatic approach for such HUD resources.

Fleeing, or Attempting to Flee, Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking, as defined by HUD in the Notice

Noted earlier, in the 2021 PIT Count, the number of persons who were counted that identified as adult survivors of domestic violence was 232, of which 168 were in Emergency shelters, 36 in Transitional and 28 were unsheltered. In the 2022 PIT Count, 76 identified as adult survivors of domestic violence of which 48 were unsheltered and the balance of 28 were sheltered. A significant decline from 2021 to 2022. To reiterate, discussions with Hope House and Mother's Refuge, two nonprofits with shelters/services situated in Independence serving victims of domestic violence, indicated client needs included rental supports to keep folks in their dwellings coupled with the key supportive services and bridge housing endeavors for transitional dwelling support. In addition to affordable housing needs, stakeholders noted a need for non-congregate care shelter support and a variety of supportive services, etc.

Available Resources

Identify and consider the current resources available to assist qualifying populations, including congregate and non-congregate shelter units, supportive services, TBRA, and affordable and permanent supportive rental housing.

Jackson County MO CoC Region

Resources and Supportive Services for People Experiencing Homelessness

There is an array of homeless service providers in the Jackson County MO CoC Region that assists qualifying populations. The following optional Table offers some insights into the inventory, homeless population and general gaps of such on any given night in the region indicated in the 2022 PIT. In 2022, it would appear that adult households without children warrant the greatest regional need re: emergency shelters, transitional housing and Safe Havens.

**Kansas City/Independence/Lee's Summit/Jackson County CoC (604M)
2022 PIT Homeless Population & Needs**

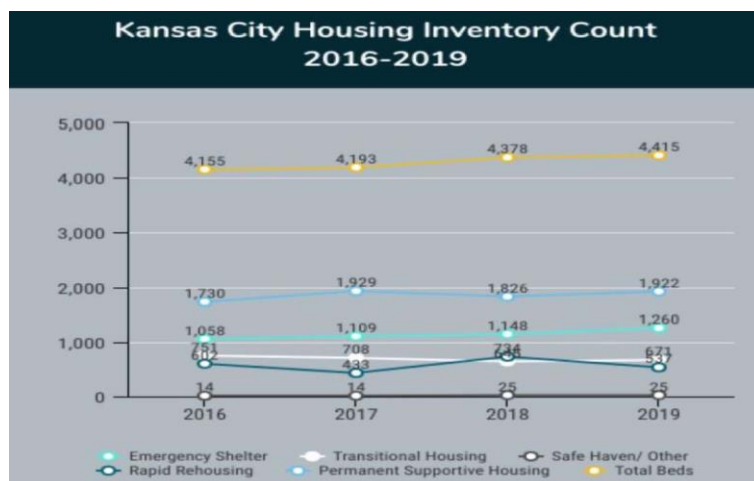
	A	B	C	D	E	F
		Sheltered Persons In Current Inventory	Homeless Population			
Item	Family	Adults Only	Family HH (at least 1 child)	Adult HH (w/o child)	Vets	Victims Of Dom. Violence
Emergency Shelter	160	220				
Transitional Housing	181	278				
Safe Haven	0	16				
Sheltered Homeless			341	514	101	28
Unsheltered Homeless			6	704	48	48
Total	341	498	347	1,218	149	76

Sources: Kansas City/Independence/Lee's Summit/Jackson County (604M) 2022 CoC PIT.

Derived from the 2020 GKCCEH inventory (latest available HIC), note the very approximate regional volume of dwellings by type and PIT/beds below with brief comments on general utilization rates.

- Emergency Shelters – 2,647 (PIT)/2,349 beds....such facilities vary by clientele, an aggregate utilization rate is 80% or so.
- Transitional Housing – 785 (PIT)/773 beds... such facilities vary by clientele, an aggregate utilization rate is 80% or so...
- Rapid Re-Housing Facilities – 434 (PIT)/348 beds... such facilities vary by clientele, but generally are booked.
- Permanent Supportive Housing – 1,477 (PIT)/1,999 beds... such facilities vary by clientele, an aggregate utilization rate is 85%+ or so.
- Other Public Housing & Supportive Housing – 45 (PIT)/45 beds.. limited inventory fully booked

More detailed information from the GKCCEH 2019 Annual Report offers insight into recent trends in the supportive housing inventory available to homeless persons in the region.



Resources for People Seeking Affordable Housing

The Independence Housing Authority (PHA) currently funds tenant based rental assistance and public housing support to clients in the city, however the need for assistance exceeds demand and the amount of funding available to provide the service. Mentioned earlier, the Independence PHA provides 1,468 units of Section 8 TBRA and 505 units of public housing for clients in need in the region. Currently, there are over 3,600 households on the Independence PHA waiting list and it is not expected to open anytime in the near future. Both tax credit rental projects and other subsidized rentals in Independence are fully booked. Discussed earlier there are also about 1,477 (PIT)/1,999 beds of permanent supportive housing for varying clientele in the region that with reasonably high levels of occupancy per the 2020 GKCCEH HIC.

Resources and Supportive Services for People Fleeing, or Attempting to Flee, Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking in the Jackson County MO CoC Region

Within Independence, resources and services for people fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking include HOPE House and Mother's Refuge. Noted earlier, their discussions indicated clients need rental supports to

keep folks in their dwellings coupled with the key supportive services and bridge housing endeavors for transitional dwelling support. In addition to affordable housing needs, stakeholders noted a need for non-congregate care shelter support and a variety of supportive services, etc.

Shelter Inventory

Drawn from the 2020 GKCCEH HIC (latest available), there at least 3,500 emergency shelter/ transitional housing in the region with utilization rates that vary by clientele and approach 80% on aggregate. Drawn from the latest 2022 GKCCEH PIT count, it appeared needs for adults only were quite evident. To reiterate, derived from the 2020 GKCCEH inventory (latest available HIC), note the very approximate regional volume of dwellings by type and PIT/beds below with brief comments on general utilization rates.

- Emergency Shelters – 2,647 (PIT)/2,349 beds....such facilities vary by clientele, an aggregate utilization rate is 80% or so.
- Transitional Housing – 785 (PIT)/773 beds... such facilities vary by clientele, an aggregate utilization rate is 80% or so...
- Rapid Re-Housing Facilities – 434 (PIT)/348 beds... such facilities vary by clientele, but generally are booked.
- Permanent Supportive Housing – 1,477 (PIT)/1,999 beds... such facilities vary by clientele, an aggregate utilization rate is 85%+ or so.
- Other Public Housing & Supportive Housing – 45 (PIT)/45 beds.. limited inventory fully booked

Affordable Housing Inventory & Persons At Serious Risk Of Homelessness In The City Of Independence

To reiterate, approximately 2,965 or 74% of these renter households are severely cost burdened (paying more than 50% of their income for housing). These households hold the greatest risk of homelessness in Independence and represent a very significant level at 16% of the community renter population. An additional 570 renter households earning from 31 to 50% of the area median who are severely cost burdened, bringing the total of renters at significant risk of homelessness in Independence to **3,535 or 19% of all renters**. Note that special HUD CHAS runs incorporate housing affordability estimates and cost burden by income.

Independence Area Non-Homeless Populations	Gap
Non-Homeless Renter Households Earning From 0 - 30% AMI Paying Over 50% of Their Income For Housing These are Severe Housing Problems 1/ (At-Risk Of Homelessness)	2,965
Non-Homeless Renter Households Earning From 31 - 50% AMI Paying Over 50% of Their Income For Housing These are Severe Housing Problems 1/ (Other Populations At Greatest Risk of Housing Instability)	570
Total Renter Households Earning Less Than 50% AMI With Severe Cost Burden & Possible Other Problems	3,535

Source: HUD CHAS Data, 2019.

1/- Severe cost burden is defined as households more than 50% of their income for housing.

These 3,536 households all needed an available affordable housing option in 2019 (the latest available CHAS data) and it is reasonable to say that these numbers represent an undercount of need given the adverse consequences of the current inflationary spiral to low income households

and persons in 2020 and beyond. The aforementioned information represents an undercount of HOME-ARP qualified populations earning less than 30% and 50% AMI who are either at-risk of homelessness or face housing instability per HUD CPD Notice 21-10.

Supportive Service System

Consultation identified gaps in supportive services for persons experiencing homelessness, persons at greatest risk of income instability and homelessness, and special populations such as veterans and victims of domestic violence. Refer to information/feedback in the Consultation Section of this Plan.

Identify The Characteristics Of Housing Associated With Instability And An Increased Risk Of Homelessness If The City Will Include Such Conditions In Its Definition Of “Other Populations” Per The HOME-ARP Notice

Much of the Independence HOME-ARP Program will be oriented to the “other populations” component of the HOME-ARP qualified and eligible clientele. All “other populations” will be eligible for assistance and any preferences will be determined on an individual case-by-case basis. All program beneficiaries assisted as “other populations” shall meet one of the two required definitions in CPD Notice 21-10 (on pages 7 and 8) noted below:

- 1) Other Families Requiring Services or Housing Assistance to Prevent Homelessness; and/or
- 2) At Greatest Risk of Housing Instability

Identify Priority Needs For Qualifying Populations

In its 2022-2026 Consolidated Plan, the City of Independence identified high priority needs. The HOME-ARP funds will address unmet needs for qualifying populations by addressing several of the high priorities in the plan that include but are not limited to those noted below:

1. Emergency/Transitional Shelter Support & Services;
2. Services and Housing for People Experiencing Homelessness and At-Risk of Homelessness;
3. Services and Housing for Special Needs Populations including Victims of Domestic Violence;
4. Provision Of Subsistence Housing & Utility Support; and,
5. Provision of targeted public services for low- and moderate- income persons in need.

While all of the priority needs may be addressed by the use of HOME-ARP resources, emphasis has been placed on households at imminent risk of becoming homeless described in as ‘other populations’ pursuant to HUD COD Notice 21 -10 as follows: (1) other families requiring services or housing assistance to prevent homelessness; and, (2) at greatest risk of housing instability.

Explain How The Level Of Need And Gaps In The Shelter And Housing Inventory And Service Delivery Systems Based On The Data Presented In This Plan Were Determined

The needs assessment primarily reviewed data from the latest available 2022 Point in Time (PIT) Count, the most recent Housing Inventory County (HIC), American Community Survey (ACS), the Jackson County MO CoC Regional Homelessness Management Information System (HMIS), and demand levels and the latest available (2019) Comprehensive Housing Affordability Strategy (CHAS) to provide quantitative data and serve as a basis for the identification of unmet needs. In addition, feedback was received from about 15 agencies that identified their support for and a documented community need for affordable housing for low-income renters, supportive services for

special populations, tenant based rental assistance, and the development of new non-congregate shelter units. This feedback provided significant qualitative data from which to support the development of the priority needs, and the resulting identification of system and service delivery gaps in the city and region.

Additional quantitative needs and gap information was also derived from the following sources:

- Independence PHA Waiting Lists
- The City Of Independence FY 2022-2026 Consolidated Plan
- The City Of Independence FY 2022-2026 Analysis Of Impediments To Fair Housing Choice (AI)
- Discussions With The Managers/Administrator of The Jackson County Emergency Rental Assistance Program (ERAP) as well as the State of Missouri ERAP program.
- Research Associated With Independence Interest, Demand and Usage of ERAP programs.
- Jackson County eviction data.
- Selected Data From policymap.com

HOME-ARP Activities

Describe The method(s) That Will Be Used For Soliciting Applications For Funding and/or Selecting Developers, Service Providers, Subrecipients and/or Contractors

Upon approval of the City of Independence HOME-ARP Allocation Plan, the city will go out for public bid for a subrecipient to manage, administer and implement it's entire HOME -ARP program described in its adopted Allocation Plan through its procurement process in 2023. Incorporating HUD CDP Notice 21-10, the RFP will describe the city HOME-ARP program plan to be undertaken and the relevant expertise needed to manage and implement it. City will select a sub-recipient based on that sub-recipient demonstrating adequate experience in administrating short term rental assistance, capacity, and ability to provide other supportive services.

Describe Whether The City Will Administer Eligible Activities Directly

Noted earlier, Independence will retain a subrecipient to both administer, manage and entire implement it's HOME-ARP program. Again, the city will select a sub-recipient based on that sub-recipient demonstrating adequate experience in administrating short term rental assistance, capacity, and ability to provide other supportive services. The city shall not authorize the commencement of HUD HOME-ARP program operations until its HOME Allocation Plan is approved by HUD. The city will monitor its HOME-ARP Program on an ongoing basis for general compliance with HUD program rules and regulations, program performance and Allocation Plan objectives as well as financial management. The subrecipient ultimately selected shall take the lead in all of the items noted above as well as with HUD program documentation and reporting, liaison and HOME-ARP program implementation and management.

If any portion of the PJ's HOME-ARP administrative funds are provided to a subrecipient or contractor prior to HUD's acceptance of the HOME -ARP allocation plan because the subrecipient or contractor is responsible for the administration of the PJ's entire HOME-ARP grant, identify the subrecipient or contractor and describe its role and responsibilities in administering all of the PJ's HOME-ARP program:

Refer to the information noted above.

In accordance with Section V.C.2. of the Notice (page 4), the city must indicate the amount of HOME-ARP funding that is planned for each eligible HOME-ARP activity type and demonstrate that any planned funding for nonprofit organization operating assistance, nonprofit capacity building, and administrative costs is within HOME-ARP limits.

Use of HOME-ARP Funding

	Funding Amount	Percent of the Grant	Statutory Limit
Supportive Services	\$ 1,433,723		
Acquisition and Development of Non-Congregate Shelters	\$ 0		
Tenant Based Rental Assistance (TBRA)	\$ 0		
Development of Affordable Rental Housing	\$ 0		
Non-Profit Operating	\$ 0	0%	5%
Non-Profit Capacity Building	\$ 0	0%	5%
Administration and Planning*	\$ 253,010	15%	15%
Total HOME ARP Allocation	\$ 1,686,733		
*Up to 15% of the total grant.			

To reiterate the maximum Administration and Planning charges above may be \$253,010 but those fees may well be less and “Supportive Services” hiked.

Describe How The City Will Distribute HOME-ARP Funds In Accordance With Its Priority Needs Identified In Its Needs Assessment And Gap Analysis

Based on discussions with relevant regional and local stakeholders as well as the analysis of of homeless needs/gaps and those at risk of such, the city has elected to commit all of its available HOME-ARP resources for supportive services; of which approximately 65% will be used for Financial Assistance Costs noted in HUD Notice CPD-21-10 (see page 51) oriented to homeless prevention support via rental aids and the balance for other eligible supportive services costs motivated by the needs of qualified populations. Noted earlier, per the regional GKCCEH Needs Assessment prepared in 2020, only 5.12% of unsheltered homeless and 10.7% of sheltered homeless individuals were situated in Independence. Independence contains a more significant volume of persons ‘at-risk’ of homelessness and this has motivated the city’s HOME-ARP programmatic approach for its HUD resources. City will select a sub-recipient based on that sub-recipient demonstrating adequate experience in administrating short term rental assistance, capacity, and ability to provide other supportive services. The city shall not authorize the commencement of HUD HOME-ARP program operations until this HOME Allocation Plan is approved by HUD per federal guidance.

Describe How The Characteristics Of The Shelter And Housing Inventory, Service Delivery System, And The Needs Identified In The Gap Analysis Provided A Rationale For The Plan To Fund Eligible Activities

The rationale to fund supportive services, of which approximately 65% would be used for Financial Assistance Costs and the balance for other supportive services, is derived from the following shelter and housing inventory in the community, service delivery system as well as identified gaps in the jurisdiction realizing that all clients assisted shall be Independence residents:

- ✓ Per the regional GKCCEH Needs Assessment prepared in 2020, only 5.12% of unsheltered homeless and 10.7% of sheltered homeless individuals were situated in Independence. Independence contains a more significant volume of persons 'at-risk' of homelessness and this has motivated the city's HOMEARP programmatic approach for its HUD resources.
- ✓ Derived from HUD CHAS data in 2019, approximately 3,535 renter households earning less than 50% AMI held at least one of four severe housing problems (cost burden, overcrowding and/or inadequate living conditions) and this accounted for approximately 20% of the city's renters. Per the Independence housing study conducted in 2021, rental housing costs have risen extensively of late imposing extreme affordability challenges to very low-income rental households at-risk of homelessness and suffering from the adverse consequences of inflationary conditions not seen since the early 1980s. Completed in early 2022, the Independence Housing Study indicates that 29% of Independence renters are cost burdened and threatened by eviction. The study indicated 45% of households can't afford the \$21/hr needed to afford the \$1,020 FMR for 2 bedroom units. In 2016, one in every 23 renter households in Independence experienced eviction, with a total of 740 evictions that year.
- ✓ The aforementioned conditions are reinforced by the extensive level (\$25 million) of federal Emergency Rental Assistance Resources (ERAP) originated and committed in Jackson County to date for renters in need, of which the administrator estimates 65% was committed to City of Independence residents. Informed sources estimate the remaining balance of funding in Jackson County ERAP resources will be expended by July to September of 2023, thus terminating this program.
- ✓ Per the Independence Housing Study conducted in 2022, it is estimated that the city is currently in need of affordable rental units and some rental units are in dilapidated condition, reinforcing the current and future needs of low income renters and motivating the unwelcome prospect of homelessness by such folks going forward.
- ✓ Unfortunately, the prevailing waiting list for affordable rental housing contains over 3,600 households and not anticipated to open soon. This information is derived from the Independence Housing Authority. Other LIHTC and subsidized rental properties in Independence are typically fully rented on a sustained basis.
- ✓ The regional homeless needs and inventory gap for adults only in the Kansas City/Lee's Summit/Jackson County CoC did not appear as severe as the need for homeless prevention in Independence for renters.
- ✓ Depicted earlier in the report, discussions with stakeholder providers in the Fall of 2022 indicated a wide variety of supportive social service needs among homeless clients and those at risk of such throughout Independence and the metro Kansas City regional CoC boundaries.

HOME-ARP Production Housing Goals

Estimate The Number Of Affordable Rental Housing Units For Qualifying Populations That The City Will Produce Or Support With Its HOME-ARP Allocation

Based on the actual experience evident from the Jackson County ERAP program (about \$3,500 assistance/Household), it is estimated that approximately 266 households will be assisted via Independence HOME-ARP rental financial assistance costs. It is estimated that approximately 145 persons will also be assisted via supportive social services of which a part would also secure the aforementioned rental financial assistance.

Describe The Specific Affordable Rental Housing Production Goal That The City Hopes To Achieve And Describe How The Production Goal Will Address The City's Priority Needs

No rental production goals are anticipated in the proposed Independence HOME-ARP program.

Preferences

Identify Whether The City Intends To Give Preference To One Or More Qualifying Populations Or A Subpopulation Within One Or More Qualifying Populations For Any Eligible Activity Or Project

While all qualified populations per HUD regulations will be eligible under the Independence HOME-ARP program, the type of supportive services allocated by the City of Independence will guide preferences associated with clients to be assisted realizing that all program beneficiaries shall be municipal residents.

Preferences for Financial Services Costs authorized under the HOME-ARP program shall be oriented to city residents determined to be at the greatest risk of housing instability capable of full-time employment within the community per HUD regulations noted below:

- (1) Households that have annual income that is less than or equal to 30% of the area median income, as determined by HUD and is experiencing severe cost burden (i.e., is paying more than 50% of monthly household income toward housing costs; and/or
- (2) Households that have annual income that is less than or equal to 50% of the area median income, as determined by HUD, AND meets one of the following conditions from paragraph (iii) of the "At risk of homelessness" definition established at [24 CFR 91.5](#):
 - (a) Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;
 - (b) Is living in the home of another because of economic hardship;
 - (c) Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance;

- (d) Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by Federal, State, or local government programs for low-income individuals;
- (e) Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than 1.5 persons reside per room, as defined by the U.S. Census Bureau;
- (f) Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or
- (g) Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated plan.

All HOME-ARP qualified populations who are municipal residents shall be eligible for other supportive services besides eligible financial costs, with preferences for those securing concurrent rental aid.

If A Preference Was Identified, Explain How The Use Of A Preference Or Method Of Prioritization Will Address The Unmet Need Or Gap In Benefits And Services Received By Individuals And Families In The Qualifying Population Or Subpopulation Of Qualifying Population, Consistent With The City's Needs Assessment And Gap Analysis

The preferences for eligible 'Financial Services Costs' contained within the Independence HOME-ARP Allocation Plan are oriented to the prevention of homelessness by municipal renters comprising eligible 'Other Populations' earning less than 30% and 50% of AMI and experiencing varying forms of housing instability (cost-burden, over-crowding, unstable dwellings and conditions, etc). These resources account for 65% of program funds. The remaining 35% of Independence HOME-ARP program funds will be committed to eligible 'Supportive Services' and made available to all eligible qualifying populations, with a preference for those clients assisted with 'Financial Services'. To reiterate, all eligible, qualifying populations shall be residents of the City of Independence.

Referral Methods

Identify The Referral Methods That The City Intends To Use For Its HOME-ARP Projects And Activities. City's May Use Multiple Referral Methods In Its HOME-ARP Program. (Optional):

Eligible qualified population applicants shall be solicited from a variety of sources and client beneficiaries will all be City of Independence residents. Sources of information and referral for qualified eligible clients will include, but not, be limited to: city and county court eviction/legal data, City of Independence utility data provided by the locality and other Project/Activity Waiting Lists, etc.

If The City Intends To Use The Coordinated Entry (CE) Process Established By The CoC, Describe Whether All Qualifying Populations Eligible For A Project Or Activity Will Be

Included In The CE Process, Or The Method By Which All Qualifying Populations Eligible For The Project Or Activity Will Be Covered. (Optional):

The city may investigate the prospective use of the Coordinated Entry process for the Kansas City regional Continuum of Care as long as in compliance with HUD-CPD Notice 21-10. Regardless of the referral method used, the city shall ensure it subrecipient effectively documents that all client beneficiaries meet the federal definitions of a qualifying population within allowable city preferences and consistent with HUD-CPD Notice 21- 10.

If The City Intends To Use The CE Process Established By The CoC, Describe The Method Of Prioritization To Be Used By The CE. (Optional)

If the city elects to ultimately use the CE Process, the method of prioritization will be oriented to the preferences noted earlier within this section of the Plan.

If The City Intends To Use Both A CE Process Established By The CoC And Another Referral Method For A Project Or Activity, Describe Any Method Of Prioritization Between The Two Referral Methods, If Any. (Optional)

If the city elects to ultimately use the CE Process and another referral method, the method of prioritization between the two methods will be oriented to those which emphasize the preferences noted earlier within this section of the Plan.

Limitations In A HOME-ARP Rental Housing Or NCS Project

Describe Whether The City Intends To Limit Eligibility For A HOME-ARP Rental Housing Or NCS Project To A Particular Qualifying Population Or Specific Subpopulation Of A Qualifying Population Identified In Section IV.A Of The Notice

The City of Independence is using HOME-ARP funds for supportive services so this item is not relevant to its program since no limitations associated with eligibility for a HOME-ARP rental housing or NCS project are being proposed for qualified populations.

If A City Intends To Implement A Limitation, Explain Why The Use Of A Limitation Is Necessary To Address The Unmet Need Or Gap In Benefits And Services Received By Individuals And Families In The Qualifying Population Or Subpopulation Of Qualifying Population, Consistent With The City's Needs Assessment And Gap Analysis

The City of Independence is using HOME-ARP funds for supportive services so this item is not relevant to its program since no limitations associated with eligibility for a HOME-ARP rental housing or NCS project are being proposed for qualified populations.

If A Limitation Was Identified, Describe How The City Will Address The Unmet Needs Or Gaps In Benefits And Services Of The Other Qualifying Populations That Are Not

Included In The Limitation Through The Use Of HOME-ARP Funds (i.e., through another of the City's HOME-ARP projects or activities):

The City of Independence is using HOME-ARP funds for supportive services so this item is not relevant to its program since no limitations associated with eligibility for a HOME-ARP rental housing or NCS project are being proposed for qualified populations.

HOME-ARP Refinancing Guidelines

If the City intends to use HOME-ARP funds to refinance existing debt secured by multifamily rental housing that is being rehabilitated with HOME-ARP funds, the City must state its HOME- ARP refinancing guidelines in accordance with [24 CFR 92.206\(b\)](#). The guidelines must describe the conditions under which the City will refinance existing debt for a HOME-ARP rental project, including:

- **Establish a minimum level of rehabilitation per unit or a required ratio between rehabilitation and refinancing to demonstrate that rehabilitation of HOME-ARP rental housing is the primary eligible activity**

The City of Independence is using HOME-ARP funds for supportive services so this item is not relevant to its program.

- **Require a review of management practices to demonstrate that disinvestment in the property has not occurred; that the long-term needs of the project can be met; and that the feasibility of serving qualified populations for the minimum compliance period can be demonstrated.**

The City of Independence is using HOME-ARP funds for supportive services so this item is not relevant to its program.

State whether the new investment is being made to maintain current affordable units, create additional affordable units, or both.

The City of Independence is using HOME-ARP funds for supportive services so this item is not relevant to its program.

- **Specify the required compliance period, whether it is the minimum 15 years or longer.**

The City of Independence is using HOME-ARP funds for supportive services so this item is not relevant to its program.

- **State that HOME-ARP funds cannot be used to refinance multifamily loans made or insured by any federal program, including CDBG.**

The City of Independence is using HOME-ARP funds for supportive services so this item is not relevant to its program.

- **Other requirements in the City's guidelines, if applicable**

The City of Independence is using HOME-ARP funds for supportive services so this item is not relevant to its program.

CITY OF INDEPENDENCE, MO HOME-ARP
ALLOCATION PLAN, March 22, 2023

APPENDIX

(fully executed documents stipulated in HUD CPD Notice 21-10)

Application for Federal Assistance SF-424

* 1. Type of Submission: ☐ Preapplication ☒ Application ☐ Changed/Corrected Application		* 2. Type of Application: ☒ New ☐ Continuation ☐ Revision		* If Revision, select appropriate letter(s): * Other (Specify): 	
* 3. Date Received: 03/22/2023		4. Applicant Identifier: 			
5a. Federal Entity Identifier: 			5b. Federal Award Identifier: M21-MP290207		
State Use Only:					
6. Date Received by State: 		7. State Application Identifier: 			
8. APPLICANT INFORMATION:					
* a. Legal Name: City of Independence					
* b. Employer/Taxpayer Identification Number (EIN/TIN): 44-600190			* c. UEI: U5W1BFU54PJ3		
d. Address:					
* Street1:		111 E Maple Ave			
Street2:					
* City:		Independence			
County/Parish:					
* State:		MO: Missouri			
Province:					
* Country:		USA: UNITED STATES			
* Zip / Postal Code:		64050-3066			
e. Organizational Unit:					
Department Name: Community Development			Division Name: Neighborhood Services		
f. Name and contact information of person to be contacted on matters involving this application:					
Prefix:		Mr.		* First Name:	
Middle Name:		Tom			
* Last Name:		Scannell			
Suffix:					
Title: Community Development Department Director					
Organizational Affiliation: City of Independence					
* Telephone Number:			816-325-7830		
Fax Number:					
* Email: tscannell@indepmo.org					

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

U.S. Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

14.239

CFDA Title:

* 12. Funding Opportunity Number:

M21-MP290207

* Title:

HOME-ARP HOME Investment Partnership Program - American Rescue Plan

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

Administration, Rental Assistance, and Supportive Services

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:**

* a. Applicant

MO004

* b. Program/Project

MO004

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

07/01/2023

* b. End Date:

09/30/2030

18. Estimated Funding (\$):

* a. Federal

1,684,853.00

* b. Applicant

* c. State

* d. Local

* e. Other

* f. Program Income

* g. TOTAL

1,684,853.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**☒ a. This application was made available to the State under the Executive Order 12372 Process for review on

03/06/2023

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.☐ c. Program is not covered by E.O. 12372.*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:

Mr.

* First Name:

Zachary

Middle Name:

* Last Name:

Walker

Suffix:

* Title:

City Manager

* Telephone Number:

816-325-7000

Fax Number:

* Email:

zwalker@indepmo.org

* Signature of Authorized Representative:



* Date Signed:

3/22/23

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE City Manager
APPLICANT ORGANIZATION City of Independence	DATE SUBMITTED 3/22/23

Standard Form 424B (Rev. 7-97) Back

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 02/28/2025

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PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
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11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. § 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

Zachary Walker

TITLE

City Manager

APPLICANT ORGANIZATION

City of Independence

DATE SUBMITTED

3/22/23

SF-424D (Rev. 7-97) Back

HOME-ARP CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the participating jurisdiction certifies that:

Affirmatively Further Fair Housing --The jurisdiction will affirmatively further fair housing pursuant to 24 CFR 5.151 and 5.152.

Uniform Relocation Act and Anti-displacement and Relocation Plan --It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It will comply with the acquisition and relocation requirements contained in the HOME-ARP Notice, including the revised one-for-one replacement requirements. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42, which incorporates the requirements of the HOME-ARP Notice. It will follow its residential anti-displacement and relocation assistance plan in connection with any activity assisted with funding under the HOME-ARP program.

Anti-Lobbying --To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction —The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations and program requirements.

Section 3 —It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 75.

HOME-ARP Certification --It will use HOME-ARP funds consistent with Section 3205 of the American Rescue Plan Act of 2021 (P.L. 117-2) and the CPD Notice: *Requirements for the Use of Funds in the HOME-American Rescue Plan Program*, as may be amended by HUD, for eligible activities and costs, including the HOME-ARP Notice requirements that activities are consistent with its accepted HOME-ARP allocation plan and that HOME-ARP funds will not be used for prohibited activities or costs, as described in the HOME-ARP Notice.

Zachary Walker
Signature of Authorized Official

3/22/23
Date

City Manager
Title

HOME ARP Grant Agreement

Title II of the Cranston-Gonzalez National Affordable Housing Act

Assistance Listings #14.239 – HOME Investment Partnerships Program

1. Grantee Name (must match name associated with 3b.) and Address City of Independence 111 E Maple Avenue City Hall Independence, MO 64050-3066		2. Grant Number (Federal Award Identification Number (FAIN)) M21MP290207	
		3a. Tax Identification Number 446000190	3b. Unique Entity Identifier (formerly DUNS) U5W1BFU54PJ3
		4. Appropriation Number 861/50205	5. Budget Period Start and End Date FY 2021 – 09/30/2030
6. Previous Obligation (Enter "0" for initial FY allocation)			\$1,684,853.00
a. Formula Funds			\$1,684,853.00
7. Current Transaction (+ or -)			\$1,880.00
a. Administrative and Planning Funds Available on Federal Award Date			\$
b. Balance of Administrative and Planning Funds			\$
c. Balance of Formula Funds			\$1,880.00
8. Revised Obligation			\$1,686,733.00
a. Formula Funds			\$1,686,733.00
9. Special Conditions (check applicable box) ☒ Not applicable ☐ Attached		10. Federal Award Date (HUD Official's Signature Date) (mm/dd/yyyy) 9 / 20 / 2021	
11. Indirect Cost Rate*		12. Period of Performance Date in Box #10 - 09/30/2030	
<u>Administering Agency/Dept.</u>	<u>Indirect Cost Rate</u>	<u>Direct Cost Base</u>	
—	— %		
—	— %		
—	— %		
—	— %		

* If funding assistance will be used for payment of indirect costs pursuant to 2 CFR 200, Subpart E-Cost Principles, provide the name of the department/agency, its indirect cost rate (including if the de minimis rate is charged per 2 § CFR 200.414), and the direct cost base to which the rate will be applied. Do not include cost rates for subrecipients.

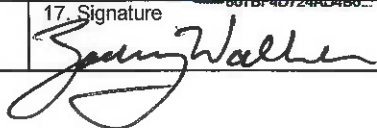
The HOME-ARP Grant Agreement (the "Agreement") between the Department of Housing and Urban Development (HUD) and the Grantee is made pursuant to the authority of the HOME Investment Partnerships Act (42 U.S.C. 12701 et seq.) and Section 3205 of the American Rescue Plan (P.L. 117-2) (ARP). HUD regulations at 24 CFR part 92 (as may be amended from time to time), the CPD Notice entitled "Requirements for the Use of Funds in the HOME-American Rescue Plan Program" (HOME-ARP Implementation Notice) (as is now in effect and as may be amended from time to time), the Grantee's HOME-ARP allocation plan (as of the date of HUD's approval, and as amended from time to time), and this HOME-ARP Grant Agreement, form HUD-40093a, including any special conditions (in accordance with 2 CFR 200.208), constitute part of this Agreement. HUD's payment of funds under this Agreement is subject to the Grantee's compliance with HUD's electronic funds transfer and information reporting procedures issued pursuant to 24 CFR 92.502 and the HOME-ARP Implementation Notice (both as are now in effect and as may be amended from time to time). To the extent authorized by HUD regulations at 24 CFR part 92, HUD may, by its execution of an amendment, deobligate funds previously awarded to the Grantee without the Grantee's execution of the amendment or other consent. The Grantee agrees that funds invested in HOME-ARP activities under the HOME-ARP Implementation Notice are repayable in accordance with the requirements of the HOME-ARP Implementation Notice as it may be amended from time to time. The Grantee agrees to assume all of the responsibility for environmental review, decision making, and actions, as specified and required in regulation at 24 CFR 92.352 and 24 CFR Part 58, as well as the HOME-ARP Implementation Notice.

The Grantee must comply with the applicable requirements at 2 CFR part 200, as amended, that are incorporated by the program regulations and the HOME-ARP Implementation Notice, as may be amended from time to time. Where any previous or future amendments to 2 CFR part 200 replace or renumber sections of part 200 that are cited specifically in the program regulations or HOME-ARP Implementation Notice, activities carried out under the grant after the effective date of the 2 CFR part 200 amendments will be governed by the 2 CFR part 200 requirements, as replaced or renumbered by the part 200 amendments.

The Grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Universal Numbering System and System for Award Management (SAM) requirements in Appendix I to 2 CFR part 200, and the Federal Funding Accountability and Transparency Act (FFATA) in Appendix A to 2 CFR part 170.

The Period of Performance for the funding assistance shall begin on the date specified in item 12 and shall end on September 30th of the 6th fiscal year after the expiration of the period of availability for obligation. Funds remaining in the grantee's Treasury account after the end of the budget period will be cancelled and thereafter not available for obligation or expenditure for any purpose. Per 31 U.S.C. 1552, the Grantee shall not incur any obligations to be paid with such assistance after the end of the Budget Period.

The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 U.S.C. 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001) [2023-05698.pdf \(govinfo.gov\)](https://www.gpo.gov/fdsys/pkg/2023-05698/pdf/govinfo.gov), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

13. For the U.S. Department of HUD (Name and Title of Authorized Official) Michael Laverty Director	14. Signature 	15. Date 5/30/2025
16. For the Grantee (Name and Title of Authorized Official) Zachary Walker, City Manager	17. Signature 	18. Date 7/8/25

19. Check one:

☐ Initial Agreement ☒ Amendment # 1

20. Funding Information: HOME ARP
Source of Funds Appropriation Code PAS Code Amount
2021 861/50205 HMX \$1,880.00

Project: HOME Investment Partnerships – American Rescue Plan (HOME-ARP)
Change Order No. 1

HOME-ARP Program Funding Agreement Date: July 1, 2024
Subrecipient: Community Services League (CSL)

This Change Order is issued pursuant to Article IV – *Payment and City Obligations*, Section 4.01 *Measure of Liability* of the HOME-ARP Funding Agreement between the City of Independence and Community Services League (CSL) to reflect an increase in the awarded funding.

WHEREAS, the City of Independence previously awarded \$824,036.00 in HOME-ARP funds to Community Services League (CSL) under Ordinance No. 19425; and

WHEREAS, additional HUD-ARP funding in the amount of \$940.00 has been allocated to CSL by the City;

NOW, THEREFORE, the total HOME-ARP award to Community Services League is hereby increased to **\$824,976.00** for the provision of Supportive Services under the HOME-ARP program under **Ordinance No XXXXX**.

All other terms and conditions of the original HOME-ARP Funding Agreement shall remain unchanged and in full force and effect.

Approvals:

Zachary Walker, City Manager
City of Independence MO

Date: _____

Lynn Rose, Chief Program Officer
Community Services League (CSL)

Date: _____

Project: HOME Investment Partnerships – American Rescue Plan (HOME-ARP)
Change Order No. 1

HOME-ARP Program Funding Agreement Date: July 1, 2024
Subrecipient: Metro Lutheran Ministry (MLM)

This Change Order is issued pursuant to Article IV – *Payment and City Obligations*, Section 4.01 *Measure of Liability* of the HOME-ARP Funding Agreement between the City of Independence and Metro Lutheran Ministry (MLM) to reflect an increase in the awarded funding.

WHEREAS, the City of Independence previously awarded \$824,036.00 in HOME-ARP funds to Metro Lutheran Ministry (MLM) under Ordinance No. 19425; and

WHEREAS, additional HUD-ARP funding in the amount of \$940.00 has been allocated to MLM by the City;

NOW, THEREFORE, the total HOME-ARP award to Metro Lutheran Ministry (MLM) is hereby increased to **\$824,976.00** for the provision of Supportive Services under the HOME-ARP program under **Ordinance No XXXXX**.

All other terms and conditions of the original HOME-ARP Funding Agreement shall remain unchanged and in full force and effect.

Approvals:

Zachary Walker, City Manager
City of Independence MO

Date: _____

Becky Poitras, Vice President Assistant Executive Director
Metro Lutheran Ministry (MLM)

Date: _____

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-066 **1R** An ordinance authorizing the Industrial Development Authority of the City of Independence, Missouri, to amend its articles of incorporation. **1R Read**

Recommendations:

The IDA respectfully requests that the City Council vote in favor of amending the Articles of Incorporation as each proposed change is wise, expedient, necessary, and advisable.

Background:

The City of Independence's Industrial Development Authority (IDA) was approved by the City Council through the passage of Ordinance No. 4826 in 1977. Since that date, the IDA's Articles of Incorporation have remained unchanged.

Pursuant to 349.040, Revised Statutes of Missouri, the IDA's Articles may be amended at any time by the members of the corporation's board of directors. In order to make such an amendment, the members must file with the governing body of the municipality a written application to amend that specifies the proposed amendments. The City Council must then determine whether the proposed amendments are "wise, expedient, necessary, or advisable."

A summary of the requested changes is as follows:

1. Section 5 – The principal office of the corporation – It is currently established to be 213 S. Main, which was the address relevant to the City and/or one of the founding members of the IDA. The proposed alteration changes the principal address of the IDA to City Hall. The updated address will be the Independence Municipal Commons at 20201 East Jackson Drive.
2. Section 6 – There were modifications to the Industrial Development Authority Act after the IDA was created in 1977, which specifically restricted an IDA from engaging in agricultural activities. Thus, it is necessary to remove references to agricultural endeavors from the purpose statement of the IDA.
3. Section 7 – This section sets the number of directors to 9. However, Resolution No. 6514, passed by the City Council in 2019, reduced the number of board members to 5. In order to correspond with the previously cited resolution, this section will be altered to require only 5 members on the IDA, which remains compliant with RSMo 349.045.

Emergency Justification:**Fiscal Impact:**

Council Action:

Department / Contact	City Manager /
---------------------------------	----------------

REVIEWERS

Melissa Cabrera
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. 2025-07-18 Draft Ordinance Authorization of IDA Article Amendment
2. Ex. 1 for Ordinance

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF INDEPENDENCE, MISSOURI, TO AMEND ITS ARTICLES OF INCORPORATION.

WHEREAS, The Industrial Development Authority of the City of Independence, Missouri, (hereinafter "IDA") is a public industrial development formed under Chapter 349, Revised Statutes of Missouri; and

WHEREAS, The IDA currently has three members: Joseph Flick, Alex Gonzalez, and Marcia VanVelzen who have submitted an Application to Amend the IDA's Articles of Incorporation which is attached hereto as **Exhibit 1**; and

WHEREAS, under Sec. 349.040, Revised Statutes of Missouri, the City Council has reviewed the IDA's Application and proposed amendments to the Articles of Incorporation; and

WHEREAS, the City Council has determined that the amendments are wise, expedient, necessary, and advisable.

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

SECTION 1. That the Application to Amend the IDA's Articles of Incorporation is approved, and the City Council deems the amendments wise, expedient, necessary, and advisable.

SECTION 2. That the Amended Articles of Incorporation proposed to be enacted by the Industrial Development Authority of the City of Independence, Missouri, are hereby approved as to form as outlined in **Exhibit 1**.

SECTION 3. That Joseph Flick, Alex Gonzalez, and Marcia VanVelzen, as members of the Industrial Development Authority, are hereby authorized to execute the Amended Articles of Incorporation

SECTION 4. This Ordinance shall be in full force and effect from and after passage.

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 - FORM AND LEGALITY:

City Counselor

REVIEWED BY

City Manager



INDEPENDENCE

Industrial Development Authority

July 16, 2025

Independence City Council
111 E. Maple
Independence, MO 64050

RE: Application to Amend Industrial Development Authority's Articles of Incorporation

To the Mayor and City Council of the City of Independence, Missouri:

We, the undersigned individuals, have been appointed to serve on the City of Independence's Industrial Development Authority (hereinafter "IDA"). The IDA was approved by the City Council through the passage of Ordinance No. 4826 in 1977. Since that date, the IDA's Articles of Incorporation have remained unchanged. We believe it is necessary to update the Articles to reflect necessary changes so that the IDA may continue to serve the City as intended and abide by post-incorporation changes in Missouri law governing Industrial Development Authorities.

Pursuant to 349.040, Revised Statutes of Missouri, the IDA's Articles may be amended at any time by the members of the corporation's board of directors. In order to make such an amendment, the members must file with the governing body of the municipality a written application to amend that specifies the proposed amendments. The City Council must then determine whether the proposed amendments are "wise, expedient, necessary, or advisable."

In compliance with the statutory obligations outlined in Chapter 349, we offer to you, the City Counsel of the City of Independence, the following proposed substantive changes as outlined in an annotated copy of the original Articles of Incorporation attached hereto and incorporated herein as **Exhibit A**. Additionally, a summary of the requested changes are provided as:

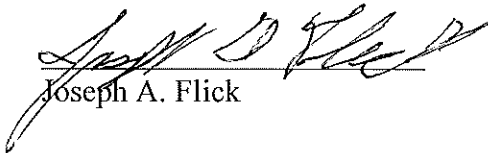
- Section 5 – The principal office of the corporation – It is currently established to be 213 S. Main which may have been an address relevant to the City and/or one of the founding members of the IDA. The proposed alteration changes the principal address of the IDA to City Hall.
- Section 6 – It appears that there were some modifications to the Industrial Development Authority Act after the IDA was created in 1977 which specifically restrict an IDA from engaging in agricultural activities, thus it is necessary to remove references to agricultural endeavors from the purpose statement of the IDA.

- Section 7 – This section sets the number of directors to 9. However, Resolution No. 6514, passed by the City Council in 2019, reduced the number of board members to 5. In order to correspond with the previously cited resolution, we would alter this section to require only 5 members on the IDA which remains compliant with RSMo 349.045.

The IDA respectfully requests that the City Council vote in favor of amending the Articles of Incorporation as each proposed change is wise, expedient, necessary, and advisable. Should the Council approve this application, the IDA would then execute the Amended Articles of Incorporation of The Industrial Development Authority of the City of Independence, Missouri, which is attached hereto and incorporated herein as **Exhibit B**.

Sincerely,

**The Industrial Development Authority
of the City of Independence, Missouri**



Joseph A. Flick



Alex Gonzalez



Marcia VanVelzen

EXHIBIT A

ARTICLES OF INCORPORATION

OF

**THE INDUSTRIAL DEVELOPMENT AUTHORITY
OF THE CITY OF INDEPENDENCE, MISSOURI**

The undersigned, each being a natural person of the age of eighteen years or more, for the purpose of forming and constituting a public corporation under “An Act relating to the Establishment of Industrial Development Corporations and prescribing powers and duties thereof” passed by the 79th General Assembly of the State of Missouri (The “Industrial Development Authority Act”) do hereby adopt, and make and execute, the following Articles of Incorporation.

1. The names and residences of the applicants are as follows:

<u>Name</u>	<u>Residence</u>
Lauzon Maxwell	825 Lake Drive Court, Independence, MO
Peter Esser	721 Yuma, Independence, MO
Luva Vaughan	3353 Shady Bend Drive, Independence, MO

2. Each applicant is an elector of and taxpayer in Independence, Missouri.
3. The name of the corporation shall be:

**THE INDUSTRIAL DEVELOPMENT AUTHORITY
OF THE CITY OF INDEPENDENCE, MISSOURI**

4. The applicants have filed with the City Council of Independence, Missouri an application seeking permission to apply for the incorporation of this corporation and by appropriate ordinance duly adopted, the City Council of Independence, Missouri has found and determined that it is wise, expedient, necessary and advisable that the corporation be formed and have authorized the applicants to proceed to form this corporation and have approved these Articles of Incorporation. Accordingly, permission to organize the corporation has been granted by ordinance

adopted by the City Council of Independence, Missouri. Such ordinance was adopted on 21st DAY OF NOVEMBER, 1977 and became effective 1st DAY OF DECEMBER, 1977.

5. The principal office of the corporation is in Independence, Missouri, and shall be located at ~~213 South Main, Independence, Missouri, 64050~~ 20201 E. Jackson Drive, Independence, Missouri, 64057.

6. The purposes for which this corporation is organized are to develop, advance, encourage and promote, subject to the limitations imposed by the Industrial Development Authority Act, and amended from time to time, commercial, industrial, ~~agricultural~~ and manufacturing facilities in Independence, Missouri, all for the benefit of Independence, Missouri and its residents.

Without limiting the generality of the foregoing, the purposes shall include the following:

A. To acquire, construct, reconstruct, enlarge, improve, furnish, equip, maintain, repair, operate, lease, finance and sell plats, buildings, structures or facilities, whether or not in existence, including without limitation the real estate and the required fixtures, equipment and machinery, used or to be used as a factory, assembly plant, manufacturing plant, processing, plant, fabricating plant, distribution center, warehouse building, office building or facilities for the prevention, reduction or control of pollution, and

B. To do and perform any and all other things necessary or desirable with respect to a Project (as defined in the Industrial development Authority Act, as amended from time to time) or Projects to the extent permitted by, or contemplated by, the Industrial Development Authority Act, as amended from time to time; and

C. In general, to carry on any other business in connection with each and all of the foregoing or incidental thereto; and to have and exercise each and all of the powers and privileges,

either direct or incidental, which are given and provided by or are available under the laws of the State of Missouri in respect of industrial development corporations; provided, however, that the corporation shall not engage in any activity for which a corporation organized under the Industrial Development Authority Act may not be formed under the laws of the State of Missouri.

None of the purposes and powers specified in any of the paragraphs of this Article shall be in any way limited or restricted by reference to or inference from the terms of any other paragraph, and the purposes and powers specified in each of the paragraphs of this Article shall be regarded as independent purposes and powers. The enumeration of specific purposes and powers in this Article should not be construed to restrict in any manner the general purposes and powers of this corporation, nor shall the expression of one thing be deemed to exclude another, although it be of like nature. The enumeration of purposes or powers herein shall not be deemed to exclude or in any way limit by inference any purposes or powers which this corporation has power to exercise, whether expressly by the laws of the State of Missouri, now or hereafter in effect, or impliedly by any reasonable construction of such laws.

No part of the net earnings or other assets of the corporation shall inure to the benefit of any director, contributor, officer or other private individual, having directly or indirectly any personal or private interest in the activities of the corporation.

7. Except as may be otherwise specifically provided by statute, or the Articles of Incorporation or the bylaws of the corporation, as from time to time amended, all powers of management, direction and control of the corporation shall be, and hereby are, vested in the board of directors. The board of directors of the corporation shall consist of ~~nine~~five directors, all of whom shall be qualified electors of and taxpayers in Independence, Missouri. No director shall be an officer or employee of the City of Independence, Missouri. The directors shall be elected by the

City Council of Independence, Missouri and they shall be elected so that they shall hold office for staggered terms.

8. The duration of the corporation shall be perpetual.

9. Neither the directors of this corporation nor any person executing any bonds or notes of the corporation shall be liable personally on such bonds or notes by reason of the issuance thereof. Bonds and notes issued by this corporation shall not be a debt of Independence, Missouri, or the State of Missouri and neither such city, or such state shall be liable thereon nor in any event shall such notes or bonds be payable out of any funds or properties other than those acquired for the purposes of the Industrial Development Authority Act and such bonds and notes shall not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction.

10. A. The bylaws of the corporation may from time to time be altered, amended, suspended or repealed, or new bylaws may be adopted, by resolution adopted by a majority of the full board of directors at a meeting thereof.

B. The corporation may agree to the terms and conditions upon which any director, officer, employee or agent accepts his office or position and in its bylaws or otherwise may agree to indemnify and protect any director, officer, employee or agent to the extent permitted by the laws of Missouri.

11. Insofar as it is permitted under the laws of Missouri and except as may be otherwise provided by the bylaws of the corporation, no contract or other transaction between this corporation and any other firm or corporation shall be affected or invalidated solely by reason of the fact that any director or officer of this corporation is interested in, or is a member, shareholder, director or officer of such other firm or corporation; and any director or officer of this corporation,

individually or jointly with one or more other directors or officers of this corporation, may be a party to, or may be interested in, any contract or transaction of this corporation or in which this corporation is interested, and no such contract or transaction shall be invalidated thereby.

12. At such time as this corporation is dissolved or terminated all assets of the corporation (except insofar as may be necessary for the proper winding up thereof) shall pass to and be vested in the City of Independence, Missouri, subject, to the extent provided in the Industrial Development Authority Act, as amended from time to time, to the rights of bondholders, noteholders and other creditors of this corporation. No distribution shall be made which would violate the statutes of Missouri then in effect. The foregoing shall constitute the plan of distribution upon dissolution of the corporation.

13. The corporation reserves the right to alter, amend or repeal any provision contained in its articles of incorporation in the manner now or hereafter prescribed by the statutes of Missouri and all rights and powers conferred herein are granted subject to this reservation.

IN WITNESS WHEREOF, these Articles of Incorporation have been subscribed and acknowledged by each of the undersigned applicants on this 1st day of December, 1977, before an officer authorized by the laws of Missouri to take acknowledgement to deeds.

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

I, the undersigned, a Notary Public, do hereby certify that on the 1st day of December, 1977, personally appeared before me Lauzon Maxwell, who being first duly sworn, declared that he is the person who signed the foregoing document as an applicant, and that the statements therein contained are true and acknowledged that he executed the same as his free act and deed.

My commission Expires:

Notary Public

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

I, the undersigned, a Notary Public, do hereby certify that on the 1st day of December, 1977, personally appeared before me Peter Esser, who being first duly sworn, declared that he is the person who signed the foregoing document as an applicant, and that the statements therein contained are true and acknowledged that he executed the same as his free act and deed.

My commission Expires:

Notary Public

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

I, the undersigned, a Notary Public, do hereby certify that on the 1st day of December, 1977, personally appeared before me Luva Vaughan, who being first duly sworn, declared that he is the person who signed the foregoing document as an applicant, and that the statements therein contained are true and acknowledged that he executed the same as his free act and deed.

My commission Expires:

Notary Public

EXHIBIT B
AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
THE INDUSTRIAL DEVELOPMENT AUTHORITY
OF THE CITY OF INDEPENDENCE, MISSOURI

Pursuant to Chapter 349, Revised Statutes of Missouri, the Articles of Incorporation of the Industrial Development Authority of the City of Independence, Missouri, a public industrial development corporation existing under the laws of the State of Missouri, which were initially filed with the Missouri Secretary of State on December 15, 1977, are hereby amended and restated as follows:

1. The names and residences of the current applicants are as follows:

<u>Name</u>	<u>Residence</u>
Joseph A. Flick	_____
Alex Gonzalez	_____
Marcia VanVelzen	_____

2. Each applicant is an elector of and taxpayer in Independence, Missouri.
3. The name of the corporation shall be:

THE INDUSTRIAL DEVELOPMENT AUTHORITY
OF THE CITY OF INDEPENDENCE, MISSOURI

4. The original applicants filed with the City Council of Independence, Missouri an application seeking permission to apply for the incorporation of this corporation and by appropriate ordinance duly adopted, the City Council of Independence, Missouri found and determined that it is wise, expedient, necessary and advisable that the corporation be formed and have authorized the applicants to proceed to form this corporation and have approved these Articles of Incorporation. Accordingly, permission to organize the corporation was granted by ordinance adopted by the City Council of Independence, Missouri. Such ordinance was adopted on 21st DAY OF NOVEMBER,

1977 and became effective 1st DAY OF DECEMBER, 1977. The current applicants filed with the City Council of Independence, Missouri an application seeking permission to amend this Corporation's Articles of Incorporation and by appropriate ordinance duly adopted, the City Council of Independence, Missouri found and determined that it is wise, expedient, necessary and advisable that the corporation amend its Articles of Incorporation. Such ordinance was entitled Ordinance # _____, and it was adopted on _____ and became effective on _____.

5. The principal office of the corporation is in Independence, Missouri, and shall be located at 20201 E. Jackson Drive, Independence, Missouri, 64057.

6. The purposes for which this corporation is organized are to develop, advance, encourage and promote, subject to the limitations imposed by the Industrial Development Authority Act, and amended from time to time, commercial, industrial, and manufacturing facilities in Independence, Missouri, all for the benefit of Independence, Missouri and its residents.

Without limiting the generality of the foregoing, the purposes shall include the following:

A. To acquire, construct, reconstruct, enlarge, improve, furnish, equip, maintain, repair, operate, lease, finance and sell plats, buildings, structures or facilities, whether or not in existence, including without limitation the real estate and the required fixtures, equipment and machinery, used or to be used as a factory, assembly plant, manufacturing plant, processing, plant, fabricating plant, distribution center, warehouse building, office building or facilities for the prevention, reduction or control of pollution, and

B. To do and perform any and all other things necessary or desirable with respect to a Project (as defined in the Industrial development Authority Act, as amended from time to time) or

Projects to the extent permitted by, or contemplated by, the Industrial Development Authority Act, as amended from time to time; and

C. In general, to carry on any other business in connection with each and all of the foregoing or incidental thereto; and to have and exercise each and all of the powers and privileges, either direct or incidental, which are given and provided by or are available under the laws of the State of Missouri in respect of industrial development corporations; provided, however, that the corporation shall not engage in any activity for which a corporation organized under the Industrial Development Authority Act may not be formed under the laws of the State of Missouri.

None of the purposes and powers specified in any of the paragraphs of this Article shall be in any way limited or restricted by reference to or inference from the terms of any other paragraph, and the purposes and powers specified in each of the paragraphs of this Article shall be regarded as independent purposes and powers. The enumeration of specific purposes and powers in this Article should not be construed to restrict in any manner the general purposes and powers of this corporation, nor shall the expression of one thing be deemed to exclude another, although it be of like nature. The enumeration of purposes or powers herein shall not be deemed to exclude or in any way limit by inference any purposes or powers which this corporation has power to exercise, whether expressly by the laws of the State of Missouri, now or hereafter in effect, or impliedly by any reasonable construction of such laws.

No part of the net earnings or other assets of the corporation shall inure to the benefit of any director, contributor, officer or other private individual, having directly or indirectly any personal or private interest in the activities of the corporation.

7. Except as may be otherwise specifically provided by statute, or the Articles of Incorporation or the bylaws of the corporation, as from time to time amended, all powers of

management, direction and control of the corporation shall be, and hereby are, vested in the board of directors. The board of directors of the corporation shall consist of five directors, all of whom shall be qualified electors of and taxpayers in Independence, Missouri. No director shall be an officer or employee of the City of Independence, Missouri. The directors shall be elected by the City Council of Independence, Missouri and they shall be elected so that they shall hold office for staggered terms.

8. The duration of the corporation shall be perpetual.

9. Neither the directors of this corporation nor any person executing any bonds or notes of the corporation shall be liable personally on such bonds or notes by reason of the issuance thereof. Bonds and notes issued by this corporation shall not be a debt of Independence, Missouri, or the State of Missouri and neither such city, or such state shall be liable thereon nor in any event shall such notes or bonds be payable out of any funds or properties other than those acquired for the purposes of the Industrial Development Authority Act and such bonds and notes shall not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction.

10. A. The bylaws of the corporation may from time to time be altered, amended, suspended or repealed, or new bylaws may be adopted, by resolution adopted by a majority of the full board of directors at a meeting thereof.

B. The corporation may agree to the terms and conditions upon which any director, officer, employee or agent accepts his office or position and in its bylaws or otherwise may agree to indemnify and protect any director, officer, employee or agent to the extent permitted by the laws of Missouri.

11. Insofar as it is permitted under the laws of Missouri and except as may be otherwise provided by the bylaws of the corporation, no contract or other transaction between this corporation and any other firm or corporation shall be affected or invalidated solely by reason of the fact that any director or officer of this corporation is interested in, or is a member, shareholder, director or officer of such other firm or corporation; and any director or officer of this corporation, individually or jointly with one or more other directors or officers of this corporation, may be a party to, or may be interested in, any contract or transaction of this corporation or in which this corporation is interested, and no such contract or transaction shall be invalidated thereby.

12. At such time as this corporation is dissolved or terminated all assets of the corporation (except insofar as may be necessary for the proper winding up thereof) shall pass to and be vested in the City of Independence, Missouri, subject, to the extent provided in the Industrial Development Authority Act, as amended from time to time, to the rights of bondholders, noteholders and other creditors of this corporation. No distribution shall be made which would violate the statutes of Missouri then in effect. The foregoing shall constitute the plan of distribution upon dissolution of the corporation.

13. The corporation reserves the right to alter, amend or repeal any provision contained in its articles of incorporation in the manner now or hereafter prescribed by the statutes of Missouri and all rights and powers conferred herein are granted subject to this reservation.

IN WITNESS WHEREOF, these Amended and Restated Articles of Incorporation have been subscribed and acknowledged by each of the undersigned applicants on this _____ day of _____, 2025, before an officer authorized by the laws of Missouri to take acknowledgement to deeds.

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

I, the undersigned, a Notary Public, do hereby certify that on the ____ day of _____, 2025, personally appeared before me _____, who being first duly sworn, declared that he/she is the person who signed the foregoing document as an applicant, and that the statements therein contained are true and acknowledged that he/she executed the same as his/her free act and deed.

My commission Expires: _____

Notary Public

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

I, the undersigned, a Notary Public, do hereby certify that on the ____ day of _____, 2025, personally appeared before me _____, who being first duly sworn, declared that he/she is the person who signed the foregoing document as an applicant, and that the statements therein contained are true and acknowledged that he/she executed the same as his/her free act and deed.

My commission Expires: _____

Notary Public

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

I, the undersigned, a Notary Public, do hereby certify that on the ____ day of _____, 2025, personally appeared before me _____, who being first duly sworn, declared that he/she is the person who signed the foregoing document as an applicant, and that the

statements therein contained are true and acknowledged that he/she executed the same as his/her free act and deed.

My commission Expires:

Notary Public

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-067 **1R** An ordinance authorizing the acceptance of funding from Jackson County, Missouri, through a recipient award from COMBAT, which allocates \$90,000.00 to the City of Independence, Missouri, for a substance use and prevention program and adopting amendments to the Fiscal Year 2025-2026 budget, which was approved by Ordinance No. 19682. **1R Read**

Recommendations:

Staff recommends approval of this item.

Background:

Jackson County, Missouri provides funding opportunities through the Community Backed Anti-Crime Tax (COMBAT) to support programs addressing substance abuse prevention and treatment. The City of Independence Health and Animal Services Department applied for and has been awarded funding, totaling \$90,000, for a substance use and prevention program.

Emergency Justification:**Fiscal Impact:**

The fiscal impact to the City is net-zero. The revenue of \$90,000.00 will be appropriated to the Grant Fund (015). Expenditures from the program will be charged to the Grant Fund.

Council Action:

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

REVIEWERS

Melissa Cabrera
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. Grants Appropriations Ordinance IHAS COMBAT 90000

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF FUNDING FROM JACKSON COUNTY, MISSOURI, THROUGH A RECIPIENT AWARD FROM COMBAT, WHICH ALLOCATES \$90,000.00 TO THE CITY OF INDEPENDENCE, MISSOURI, FOR A SUBSTANCE USE AND PREVENTION PROGRAM AND ADOPTING AMENDMENTS TO THE FISCAL YEAR 2025-2026 BUDGET, WHICH WAS APPROVED BY ORDINANCE NO. 19682.

WHEREAS, the City wishes to partner with Jackson County to implement a substance use and prevention program in Independence; and,

WHEREAS, the adopted Operating and Capital budgets for the 2025-26 fiscal year were approved by the City Council by Ordinance No. 19682; and,

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

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

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

SECTION 1. Increased revenues in the Grant Fund (015) in the amount of \$90,000.00 for the Health & Animal Services Department's substance use and prevention program and increased appropriations in the Grant Fund (015) in the amount of \$90,000.00 for a substance abuse use and prevention program.

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

ATTEST:

City Clerk

APPROVED - FORM AND LEGALITY:

City Counselor

REVIEWED BY:

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

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

Source is: As Indicated Above

City Manager

Director of Finance and Administration
City of Independence, Missouri

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

25-068 **1R** An ordinance authorizing the City Manager to execute a grant agreement with the Missouri Highways and Transportation Commission for the realignment of the East US-24 Highway and South Ash Avenue intersection, in connection with the 24 Highway Complete Streets Phase 3 Project (City Project No. 112212 / Federal Project No. CMAQ-3379(443)). **1R Read**

Recommendations:

Council approval is recommended.

Background:

Approval of this ordinance will authorize the City Manager to enter into a Congestion Management and Air Quality (CMAQ) grant agreement with the Missouri Highways and Transportation Commission for the realignment of the US-24 Highway and Ash Avenue intersection, as part of the 24 Highway Complete Streets Phase 3 Project (Project No. 112212). The City will receive up to \$1,395,095 in federal funds. The CMAQ grant provides up to 80% federal funding for eligible project costs. The City will be responsible for the remaining 20% local match, estimated at approximately \$279,019, in order to receive the full reimbursement. The realignment project—spanning from Wilson Road to Sterling Avenue—aims to improve traffic flow and enhance safety by consolidating multiple offset intersections. Currently, offset intersections at Ash Avenue and Huttig Avenue on the north side of US-24 have contributed to numerous crashes over the past three years. This project will eliminate those offset intersections and reduce the total number of intersections along US-24 within the project limits from three to one. The result will be fewer conflict points, improved traffic signal coordination, and a safer environment for both motorists and pedestrians. This is a budgeted capital improvement project.

Emergency Justification:**Fiscal Impact:**

The fiscal impact to the City is \$1,395,095. Funding for the 24 Highway Phase 3 Project (Project No. 112212) is included in the Fiscal Year 2022–2023 budget on page 176, under account number 112212-C-0517057-5406. Grant reimbursements received through this agreement will be deposited directly into the Street Sales Tax Fund (Fund 011).

Council Action:

REVIEWERS

Richard Kemple
Melissa Cabrera
Jeremy Cover
Zachary Walker
Susanne Holland

ATTACHMENTS:

1. MS.24 Highway Phase 3 Project 112212 - CMAQ Funding grant agreement ordinance
2. MS.24 Highway Phase 3 Project 112212 - CMAQ Funding grant agreement ordinance
3. US-24 and Ash Ave realignment - CMAQ grant agreement with MoDOT - Project No. 112212
4. US-24 and Ash Project Limits

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE A CERTAIN GRANT AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR REALIGNMENT OF THE E. US-24 HIGHWAY AND S. ASH AVENUE INTERSECTION AS PART OF THE 24 HIGHWAY COMPLETE STREETS PHASE 3 PROJECT (PROJECT NO. 112212 / FEDERAL PROJECT NO. CMAQ 3379(443)).

WHEREAS, the 24 Highway Complete Streets Phase 3 Project (No. 112212) has been awarded a Congestion Mitigation and Air Quality (CMAQ) grant in the amount of \$1,395,095; and

WHEREAS, the City Council of the City of Independence, Missouri, finds it desirous to enter into the Missouri Highways and Transportation Commission Grant Agreement No. CMAQ 3379(443) to receive these funds.

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

SECTION 1. That the City Manager of the City of Independence, Missouri, is authorized to sign and execute for and on behalf of the City of Independence a certain grant agreement (No. CMAQ 3379(445)) with the Missouri Highways and Transportation Commission.

SECTION 2. That the City Manager will direct City Staff to appropriate this grant funding, in the amount of \$1,395,095, to the 24 Highway Phase 3 Project (No. 112212).

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 AUTHORIZING THE CITY MANAGER TO EXECUTE A CERTAIN GRANT AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR REALIGNMENT OF THE E. US-24 HIGHWAY AND S. ASH AVENUE INTERSECTION AS PART OF THE 24 HIGHWAY COMPLETE STREETS PHASE 3 PROJECT (PROJECT NO. 112212 / FEDERAL PROJECT NO. CMAQ 3379(443)).

WHEREAS, the 24 Highway Complete Streets Phase 3 Project (No. 112212) has been awarded a Congestion Mitigation and Air Quality (CMAQ) grant in the amount of \$1,395,095; and

WHEREAS, the City Council of the City of Independence, Missouri, finds it desirous to enter into the Missouri Highways and Transportation Commission Grant Agreement No. CMAQ 3379(443) to receive these funds.

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

SECTION 1. That the City Manager of the City of Independence, Missouri, is authorized to sign and execute for and on behalf of the City of Independence a certain grant agreement (No. CMAQ 3379(445)) with the Missouri Highways and Transportation Commission.

SECTION 2. That the City Manager will direct City Staff to appropriate this grant funding, in the amount of \$1,395,095, to the 24 Highway Phase 3 Project (No. 112212).

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

CCO Form: FS15
Approved: 10/96 (KMH)
Revised: 03/25 (MWH)
Modified:

CFDA Number: CFDA #20.205
CFDA Title: Highway Planning and Construction
Award name/number: CMAQ 3379(443)
Award Year: 2025
Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
CONGESTION MITIGATION AND AIR QUALITY AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and City of Independence (hereinafter, "City").

WITNESSETH:

WHEREAS, the Infrastructure Investment and Jobs Act (IIJA), Title 23 United States Code (USC) §149 authorizes the funding of projects providing for congestion mitigation and air quality (CMAQ); and

WHEREAS, the Commission is the agency designated to receive and dispense such funds; and

WHEREAS, the Commission has determined that **US-24 and Ash Ave Realignment** is consistent with the goals of the CMAQ funding; and

WHEREAS, the City has the resources to develop and provide such services.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) **PURPOSE**: The United States Congress has authorized, in 23 USC §149, funds to be used for activities for CMAQ. The purpose of this Agreement is to grant the use of such funds to the US-24 & Ash Ave Realignment project will realign an offset signalized intersection at the Fairmount District along US-24 in Independence. This project will remove Huttig Ave and a new access from Cedar Ave will tie into an existing signalized intersection at Ash Ave, removing the offset intersection and reducing the signalized intersections from 2 to 1. This project will make traffic signal, pedestrian, bicycle, and transit improvements and roadway improvements along Cedar Ave which will improve the safety and efficiency of the overall area, intersection with US-24, and the corridor.

(2) SCOPE OF WORK: City shall provide planning and implementation of an intersection improvement in the City of Independence area as more fully described in the attached Exhibit A which is incorporated herein by reference.

(3) REASONABLE PROGRESS POLICY: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual [and the final deadline specified in Exhibit B attached hereto and incorporated herein by reference. In the event, the LPA Manual and the final deadline within Exhibit B conflict, the final deadline within Exhibit B controls]. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not meeting reasonable progress, the City agrees to repay the Commission for any progress payments made to the City for the project and agrees that the Commission may deduct progress payments made to the City from future payments to the City.

(4) INDEMNIFICATION: To the extent allowed or imposed by law, the City shall defend, indemnify, and hold harmless the Commission, including its members and the Missouri Department of Transportation ("MoDOT" or "Department") employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(5) INSURANCE:

(A) The City is required or will require any contractor procured by the City to work under this Agreement:

1. To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right of way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right of way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and MoDOT and its employees, as additional insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$600,000 per claimant and \$4,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to section 537.610 RSMo.

(B) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(6) AMENDMENTS: Any change in this Agreement, whether by modification or

supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the City and the Commission.

(7) COMMISSION REPRESENTATIVE: The Commission's **Kansas City District Engineer** is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(8) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the City agrees as follows:

(A) Civil Rights Statutes: The City shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 USC §2000d and §2000e, *et seq.*), as well as any applicable titles of the "Americans with Disabilities Act" (ADA) (42 USC §12101, *et seq.*). In addition, if the City is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the ADA.

(B) Administrative Rules: The City shall comply with the administrative rules of the United States Department of Transportation (USDOT) relative to nondiscrimination in federally assisted programs of the USDOT (Title 49 Code of Federal Regulations (CFR) Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The City shall not discriminate on grounds of the race, color, religion, sex, disability, national origin, age, or ancestry of any individual in the selection and retention of subcontractors including procurement of materials and leases of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices.

(D) Solicitations for subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the City. These apply to all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the City of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, sex, disability or national origin, age, or ancestry of any individual.

(E) Information and Reports: The City shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the USDOT to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information

required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so certify to the Commission or the USDOT as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the City fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the City complies; and/or
2. Cancellation, termination, or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The City shall include provisions of paragraph (8) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the USDOT. The City will take such action with respect to any subcontract or procurement as the Commission or the USDOT may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.

(9) DISADVANTAGED BUSINESS ENTERPRISES (DBE): It is the policy of the USDOT and the Commission that businesses owned by socially and economically DBEs, as defined in 49 CFR Part 26, have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds.

(10) ASSIGNMENT: The City shall not assign, transfer, or delegate any interest in this Agreement without the prior written consent of the Commission.

(11) APPLICABLE LAWS AND REGULATIONS: This Agreement shall be construed according to the laws of the State of Missouri. Each party shall comply with all applicable federal, state, and local laws, regulations, and ordinances. Additionally, each party shall adhere to all accepted industry standards, processes, and procedures relevant to the performance of their obligations under this Agreement. A violation of this paragraph constitutes a material breach of the Agreement.

(12) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(13) CANCELLATION: The Commission may cancel this Agreement at any time

for a material breach of contractual obligations by providing the City with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the City.

(14) ACCESS TO RECORDS: The City and its contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the Federal Highway Administration (FHWA) and the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the City receives reimbursement of their final invoice from the Commission.

(15) BUDGET: The City shall incur obligations in connection with the performance of the period only in conformity with the latest budget approved by the Commission as specified in Appendix A - Project Budget. This budget may be revised as necessary; however, no budget or revision shall be effective unless approved by the Commission's representative and FHWA.

(16) ELIGIBLE EXPENDITURES: No expenditure or charges shall be eligible for reimbursement that are contrary to the provisions of this Agreement or not required for the carrying out of the project.

(17) REIMBURSEMENT: The cost of the contemplated improvements will be borne by the United States Government and by the City as follows:

Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. All federally funded projects are required to have a project end date. Any costs incurred after the project end date are not eligible for reimbursement. The federal share for this project will be **80%** percent not to exceed **\$1,395,095**. The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of the City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(18) PROGRESS PAYMENTS: The City may request progress payments be made for the herein improvements as work progresses but not more than once every two (2) weeks. Progress payments must be submitted monthly. All progress payment requests must be submitted for reimbursement within ninety (90) days of the project completion date for the final phase of work. The City shall repay any progress payments which involve ineligible costs.

(19) PROMPT PAYMENTS: Progress invoices submitted to MoDOT for reimbursement more than thirty (30) calendar days after the date of the vendor invoice shall also include documentation that the vendor was paid in full for the work identified in the progress invoice. Examples of proof of payment may include a letter or e-mail from the vendor, lien waiver or copies of cancelled checks. Reimbursement will not be made on these submittals until proof of payment is provided. Progress invoices submitted to MoDOT for reimbursement within thirty (30) calendar days of the date on the vendor invoice will be processed for reimbursement without proof of payment to the vendor. If the City has not paid the vendor prior to receiving reimbursement, the City must pay the vendor within two (2) business days of receipt of funds from MoDOT.

(20) PERMITS: The City shall secure any necessary approvals or permits from any federal or state agency as required for the completion of this project.

(21) INSPECTION OF CONTRACTOR'S RECORDS: The City shall assure that its contractors, and all subcontractors, if any, maintain all books, documents, papers and other evidence pertaining to costs incurred in connection with this Agreement. The City shall make such materials available at such contractor's office at all reasonable times during the contract period, and for three (3) years from the date of final payment under the contract, for inspection by the Commission, FHWA or any authorized representatives of the Federal Government and the State of Missouri. Copies thereof shall be furnished at no charge, upon request, to authorized representatives of the Commission, State, FHWA, or other Federal agencies.

(22) FINAL AUDIT: The Commission will perform a final audit of project costs. The United States Government shall reimburse the City, through the Commission, any monies due. The City shall refund any overpayments as determined by the final audit.

(23) AUDIT REQUIREMENTS: If the City expend(s) one million dollars (\$1,000,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the City expend(s) less than one million dollars (\$1,000,000) a year, the City may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

(24) FHWA APPROVAL: This Agreement is made and entered into subject to the approval of the FHWA.

(25) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the City, and the City may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the USDOT Form FHWA 1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit C. Wherever the term "the

contractor" or words of similar import appear in these sections, the term "the City" is to be substituted. The City agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(26) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) OF 2006: The City shall comply with all reporting requirements of the FFATA of 2006, as amended. This Agreement is subject to the award terms within 2 CFR Part 170.

(27) ACQUISITION OF RIGHT OF WAY: No acquisition of additional right of way is anticipated in connection with this Project US-24 and Ash Ave Realignment or contemplated by this Agreement.

(28) CONFLICT OF INTEREST: The City shall comply with conflict of interest policies identified in 23 CFR 1.33. A conflict of interest occurs when an entity has a financial or personal interest in a federally funded project.

(29) MANDATORY DISCLOSURES: The City shall comply with 2 CFR 200.113 and disclose, in a timely manner, in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

Remainder of Page Intentionally Left Blank

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by City _____(date).

Executed by MHTC _____(date).

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF INDEPENDENCE

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

ATTEST:

Secretary to the Commission

By: _____

Title: _____

Approved as to Form:

Approved as to Form:

Commission Counsel

By: _____

Title: _____

Ordinance No. _____

*If the contracting party is a county with a commission form of government, additional lines need to be inserted to allow all three commissioners to sign the agreement.

Appendix A - Project Budget

Phase	Year of Obligation	Type	Source	Cost (<i>IN THOUSANDS</i>)
Engineering	2024	Non-Federal	LOCAL	\$244.47
Other	2025	Non-Federal	LOCAL	\$20.00
Right-of-Way	2025	Non-Federal	LOCAL	\$200.00
Construction	2025	Federal	CMAQ-MO	\$1,395.10
Construction	2025	Non-Federal	LOCAL	\$348.77
Federal Total: \$1,395.10		Non-Federal Total: \$813.24		Total: \$2,208.34

Exhibit A – Scope of Work

The US-24 & Ash Ave Realignment project will realign an offset signalized intersection at the Fairmount District along US-24 in Independence. This project will remove Huttig Ave and a new access from Cedar Ave will tie into an existing signalized intersection at Ash Ave, removing the offset intersection and reducing the signalized intersections from 2 to 1. This project will make traffic signal, pedestrian, bicycle, and transit improvements and roadway improvements along Cedar Ave which will improve the safety and efficiency of the overall area, intersection with US-24, and the corridor.

Exhibit B – Project Schedule

Project Description: *(fill in brief description and project number or federal ID number)*

Task	Date
Date funding is made available or allocated to recipient	4/15/2023
Solicitation for Professional Engineering Services (advertised)	6/15/2023
Engineering Services Contract Approved	8/15/2023
Conceptual Study (if applicable)	11/15/2023
Preliminary and Right-of-Way Plans Submittal (if Applicable)	5/15/2024
Plans, Specifications & Estimate (PS&E) Submittal	7/15/2025
Plans, Specifications & Estimate (PS&E) Approval	8/15/2025
Advertisement for Letting	9/15/2025
Bid Opening	10/15/2025
Construction Contract Award or Planning Study completed (REQUIRED)	11/15/2025

*Note: the dates established in the schedule above will be used in the applicable ESC between the sponsor agency and consultant firm.

**Schedule dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process. The Award Date or Planning Study Date deliverable is not approximate and requires request to adjust.

Exhibit C - Required Contract Provisions
Federal-Aid Construction Contracts

US-24 and Ash Project Limits

